ANKENY CITY COUNCIL

Regular Meeting

Monday, April 18, 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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Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY:

1. **Oath of Office:**

   Todd Shafer - Council Member

2. Mayor's Proclamation - Neurofibromatosis Awareness Month

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the April 18, 2022 Agenda:

   Action# B1-1. Consider motion to approve and accept the April 18, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-37 Proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC.

   Action# C1-1. Consider motion to close Public Hearing 2022-37.

2. PH 2022-38 Proposed 2022 Asphalt Street Resurfacing Program - SW Ordnance Road

   Action# C2-1. Consider motion to close Public Hearing 2022-38.

3. PH 2022-39 Proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive

   Action# C3-1. Consider motion to close Public Hearing 2022-39.

4. PH 2022-40 Proposed amendment to 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 from R-1, One-Family Residence District to PUD, Planned Unit Development District.

   Action# C4-1. Consider motion to close Public Hearing 2022-40.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION:

1. Library Board of Trustees

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

CA - 1 Approval of official council actions of the regular meeting of April 4, 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 March 22, 2022.

CA - 3 Receive and file minutes of the Zoning Board of Adjustment meeting of March 22, 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 receive and file Financial Reports for March 2022.

CA - 6 Consider motion to receive and file Building Permit Report for March 2022.

CA - 7 Consider motion to receive and file Utility Billing Report for March 2022.

CA - 8 Consider motion to approve 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.

CA - 9 Consider motion to approve 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.

CA - 10 Consider motion to approve 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.

CA - 11 Consider motion to approve 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.

CA - 12 Consider motion to approve 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.

CA - 13 Consider motion to approve 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.

CA - 14 Consider motion to approve Payment #18 in the amount of $3,688.65 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.

CA - 15 Consider motion to approve 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.

CA - 16 Consider motion to approve 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.

CA - 17 Consider motion to approve 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.

CA - 18 Consider motion to approve 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.

CA - 19 Consider motion to approve 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.

CA - 20 Consider motion to approve 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.

CA - 21 Consider motion to approve Payment #1 in the amount of $5,198.88 to RedBud Landscaping, LLC for construction services on the 2022 Native Vegetation Maintenance Project.

CA - 22 Consider motion to approve 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.

CA - 23 Consider motion to approve 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.

CA - 24 Consider motion to approve the April 18, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

CA - 25 Consider motion to adopt **RESOLUTION** authorizing the purchase of a street sweeper for use in the Public Works Department's fleet (replace existing unit #228).

- **Personnel Items**

CA - 26 Consider motion to authorize a temporary adjustment to the FY22 and FY23 Authorized Staffing Plan to allow for two additional Firefighters.

- **Community Development Items**

CA - 27 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 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.)

CA - 28 Consider motion to adopt **RESOLUTION** 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.)

CA - 29 Consider motion to adopt **RESOLUTION** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 10.

CA - 30 Consider motion to adopt **RESOLUTION** 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 Items**

CA - 31 Consider motion to adopt a **RESOLUTION** 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.)

CA - 32 Consider motion to adopt a **RESOLUTION** 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)

CA - 33 Consider motion to adopt a **RESOLUTION** 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)

CA - 34 Consider motion to adopt **RESOLUTION** 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.

CA - 35 Consider motion to adopt a **RESOLUTION** 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)

CA - 36 Consider motion to adopt a **RESOLUTION** 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)

- **Capital Improvement Projects - none**

- **Administrative Items**

CA - 37 Consider motion to approve the 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.

CA - 38 Consider motion to adopt **RESOLUTION** 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. Consent Agenda Items CA-1 through CA-38.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-38.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Consider Mayor Appointments to Boards and Commissions as follows:

Cultural Arts Board
- Jason Follett - reappointment - terms begins 5/01/2022; term ends 4/30/2026
- JoAnne Adamson - reappointment - term begins 05/01/2022; term ends 4/30/2026
- Don Zuck - reappointment - term begins 05/01/2022; term ends 4/30/2026
- Kim Johnson-Smith - reappointment - term begins 05/01/2022; term ends 4/30/2026

Economic Development Council
- Amy Wiederin - effective immediately - term ends 6/30/2023 (Seat 2)

Action# H1-1. Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

- **Approval of Ordinances:**

1. Ord 2106 An Ordinance establishing street grade elevations along a portion of NE 36th Street.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2106, sending it on its final passage and publication as required by law.

2. Ord 2107 An Ordinance establishing street grade elevations along a portion of NE Four Mile Drive.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2107, sending it on its final passage and publication as required by law.

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 & Annette Voegtlin. (PH 2022-40)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2108.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed 2022 Asphalt Street Resurfacing Program - SW Ordnance Road (PH 2022-38)

Action# J1-1. Consider motion to adopt 1) RESOLUTION 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 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 approving contract and bonds with OMG Midwest, Inc. dba Des Moines Asphalt & Paving in the amount of $280,201.23.

2. Proposed NE 36th Street Reconstruction - I-35 to NE Four Mile Drive (PH 2022-39)

Action# J2-1. Consider motion to adopt 1) RESOLUTION 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 making award of construction contract with Absolute Concrete Construction in the amount of $5,069,501.00; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction in the amount of $5,069,501.00.

3. 2022 Home Builders Association of Greater Des Moines Home Show Expo Request to waive Building Permit Fees via Refunds

Action# J3-1. Consider motion to adopt RESOLUTION approving the waiver of building permit fees via refunds for the 2022 Home Show Expo by the Home Builders Association of greater Des Moines.

4. Community Project Funding Program – NE Delaware Avenue Reconstruction

Action# J4-1. Consider a motion to adopt RESOLUTION authorizing the City of Ankeny to submit an application for funding from the Community Project Funding Program – NE Delaware Avenue Reconstruction.

5. Proposed Diamond Hills Greenway - Stream Repairs
Initiate Proceedings

Action# J5-1. Consider motion to adopt RESOLUTION 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.)

6. $33,685,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2022A

Action# J6-1. Consider motion to receive and file report of bids received on April 18, 2022 at 10:00 A.M.

Action# J6-2. Consider motion to adopt RESOLUTION directing sale of $31,665,000 General Obligation Bonds, Series 2022A.

7. Redemption of Outstanding General Obligation Refunding Bonds, Series 2014A

Action# J7-1. Consider motion to adopt RESOLUTION 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.

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

Action# J8-1. Consider motion to adopt RESOLUTION 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.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

  City Manager
  City Attorney

- **Report of the Governing Body:**

  Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - N. Ankeny Blvd Water Main - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - Notice of Intent - NE Delaware Ave Reconstruction - NE 5th St to 700 feet North of NE 18th St - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - rezone TJL Investments LLC - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - Interim Tower Lease Agreement - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - Diamond Hills Greenway - Stream Repairs - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - 28E Agreement - Annexation Agreement Boundary - 6/6/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

Council Action Planning Session has been POSTPONED.

city of Ankeny

bringing it all together

OATH OF OFFICE

Qualification of Officer Not Required to Give Bond

STATE OF IOWA, POLK COUNTY, ss.

I, **Todd Shafer,** do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability discharge all the duties of the office of **Council Member** in the **City of Ankeny** as now or hereafter required by law.

Todd Shafer

Subscribed and sworn to before me this **13th day of April, 2022** in Ankeny, Iowa.

Mark E. Holm, Mayor

CITY SEAL ANKENY IOWA

Pursuant to Sec. 63.10 OTHER OFFICERS. All other civil officers (not required to give bond), elected by the people or appointed to any civil office, unless otherwise provided, shall take an oath substantially as follows: * * * (Exceptions Sec 63.5-63.6)

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

LEGAL:

SUBJECT:

Mayor's Proclamation - Neurofibromatosis 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, The Children's Tumor Foundation is observing May 2022 as Neurofibromatosis (NF) Awareness Month to educate the public about this rare genetic disorder; and

WHEREAS, Although over 2 million people around the world are living with NF and 1 in every 3,000 births is diagnosed with NF, it is still relatively unknown to the public; and

WHEREAS, NF affects all populations equally, regardless of race, ethnicity or gender; and

WHEREAS, NF causes tumors to grow on nerves throughout the body and also can affect development of the brain, cardiovascular system, bones and skin; and

WHEREAS, The disorder can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilites, disabling pain, and cancer; and

WHEREAS, The Children's Tumor Foundation leads effors to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ulitimately, a cure for NF; and

WHEREAS, The Children's Tumor Foundation is actively fostering collaborative partnerships in both science and industry to speed the drug research and development process through a number of consortia called Synodos; and

WHEREAS, The Children's Tumor Foundation works to improve access to quality patient healthcare through its national NF Clinic Network; and

WHEREAS, The Children's Tumor Foundation provides patient and family support through its information resources, youth programs, and local chapter activities; and

WHEREAS, Much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research.

NOW THEREFORE, I, Mark Holm, Mayor of the City of Ankeny, do hereby proclaim the month of May 2022 as "Neurofibromatosis (NF) Awareness Month"

DATED AND SIGNED this the 18th day of April, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-37: Proposed voluntary urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC.

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 7, 2022 - City Council initiated voluntary urbanized annexation

February 22, 2022 - Plan & Zoning Commission held a public hearing.

March 8, 2022 - Plan & Zoning Commission recommended City Council deny the request as submitted.

March 21, 2022 - City Council set the public hearing.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

Consultation meeting held on March 2, 2022.

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-37.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution
P&Z Minutes
Staff Report
Aerial Map
Annexation Map
Annexation Applications & Agreements
Annexation Petitions & Agreement
Consultation Meeting Report
Correspondence
Annexation Exhibit
Consenting/Nonconsenting Landowners Map

PUBLIC HEARING 2022-37 **5:30 P.M.** **APRIL 18, 2022**

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

Mayor:

Eric Jensen, Director of Community Development, will make an announcement as to why we are not holding the public hearing at this meeting.

After Staff Report:

Consider **MOTION** to close public hearing 2022-37.

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Phone: 515-963-3544

RESOLUTION 2022-

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

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

LEGAL DESCRIPTION:

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

AND;

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

AND;

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

AND;

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

AND;

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

AND;

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

AND;

OUTLOT “Y” IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 [Owner(s): Hope Kimberley LLC],

AND;

THE SOUTH 1/4 OF THE NORTHEAST 1/4 IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A RECORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISHED HIGHWAYS [Owner(s): Hope Kimberley LLC],

AND;

PART OF PARCEL "2018-191" {RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36 TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CORNER OF SAID PARCEL 2018-191", SAID POINT BEING THE NE CORNER OF SAID ABUHL ACRES AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NORTHWEST CORNER OF SAID ABUHL ACRES; THENCE S00°00'00'W, 440.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, ABUHL ACRES AND POINT OF BEGINNING; THENCE CONTINUING S00°00'00"W, 10.00 FEET TO THE SW CORNER OF SAID LOT 1; THENCE N88°58'00"E, 109.00 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S00°00'00"W, 320.00 FEET TO THE SW CORNER OF SAID PARCEL "A"; THENCE N88°58'00"E, 208.00 FEET TO THE SE CORNER OF SAID PARCEL "A", SAID POINT LYING ON SAID EAST LINE OF THE NE1/4; THENCE S00°00'00'W, 50.00 FEET ALONG SAID EAST LINE TO THE SE CORNER OF SAID PARCEL "2018-191"; THENCE S88°58'00"W, 542.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 380.00 FEET ALONG THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 225.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.127 ACRES (136,208 S.F.); SUBJECT TO 0.038 ACRES (1,650 S.F.) RIGHT-OF-WAY EASEMENT; 3.089 ACRES (134,558 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

PARCEL “A” OF PLAT OF SURVEY RECORDED IN BOOK 8571 PAGE 426 BEING A PART OF THE S ¼ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Robin & Judith Van Dyke],

AND;

PART OF LOT 1, ABUHL ACRES, AN OFFICIAL PLAT IN POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID ABUHL ACRES ALSO BEING THE SW CORNER OF SAID LOT 1 AND CORNER OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203); THENCE N00°00'00"E, 10.00 FEET ALONG THE WEST LINE OF SAID LOT 1, ABUHL ACRES; THENCE N88°58'00"E, 109.00 FEET ALONG A LINE 10 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF SAID LOT 1; THENCE S00°00'00"W, 10.00 FEET TO SAID SOUTH LINE OF LOT 1, SAID POINT BEING THE NW CORNER OF PARCEL "A" (RECORDED BOOK 8572, PAGE 426) AND A CORNER OF SAID "PARCEL 2018-191"; THENCE S88°58'00"W, 109.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.025 ACRES (1,090 S.F.); SUBJECT TO AND TOGETHER WITH ANY EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Robin & Judith Van Dyke],

AND;

LOT 1 (EXCEPT PARCEL “2020-9” OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 958) IN ABUHL ACRES, AN OFFICIAL PLAT, IN POLK COUNTY, AND PARCEL “2020-11” OF PLAT OF SURVEY RECORDED IN BOOK 17821 PAGE 985 BEING A PART OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. [Owner(s): Shannon L. & Jill L. Haus],

AND;

PART OF PARCEL "2018-191" (RECORDED BOOK 17102, PAGE 203) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CORNER OF SAID PARCEL "2018-191", SAID POINT BEING THE NE CORNER OF ABUHL ACRES, AN OFFICIAL PLAT AND SAID POINT BEING S00°00'00"W, 1545.73 FEET DISTANT ALONG THE EAST LINE OF SAID NE1/4 FROM THE NE CORNER OF SAID SECTION; THENCE S88°58'00"W, 317.00 FEET TO THE NW CORNER OF LOT 3 OF SAID ABUHL ACRES; THENCE S00°00'00"W 150.00 FEET TO THE SW CORNER OF SAID LOT 3, ABUHL ACRES; THENCE S88°58'00"W, 225.00 FEET TO THE WEST LINE OF SAID PARCEL "2018-191"; THENCE N00°00'00"E, 225.00 FEET TO THE NW CORNER OF SAID PARCEL "2018-191"; THENCE N88°58'00"E, 542.00 FEET TO SAID EAST LINE OF THE NE1/4; THENCE S00°00'00"W, 75.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.708 ACRES (74,388 S.F.), SUBJECT TO 0.057 ACRES (2,475 S.F.) RIGHT-OF-WAY EASEMENT; 1.651 ACRES (71,913 S.F.) REMAINING; SUBJECT TO AND TOGETHER WITH ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD. [Owner(s): Alan Abuhl],

AND;

LOT 3 IN ABUHL ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. [Owner(s): Alan Abuhl]

AND;

THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856. [Owner(s): Kim Rueter Revocable Trust, Alex Rueter, Karen Wall, Kim Rueter, Paige Rueter Benlaala, Terri Nation, & Todd Rueter],

AND;

THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861. [Owner(s): Alex Rueter, Paige Benlaala, & Todd Rueter],

LAYMAN’S DESCRIPTION:

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

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

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

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

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

AND;

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

AND;

THE WEST 413.00 FEET OF THE EAST 1,095.00 FEET OF THE NORTH 637.00 FEET OF THE NORTHWEST 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.

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

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

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

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

PASSED AND APPROVED this 18th day of April, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 22, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair G.Hunter called the February 22, 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, D.Silverthorn, R.Hulstrom, J.Heil, B.Morrissey, L.Hutzell, B.Fuglsang

PUBLIC HEARINGS
Item #7. Hope Kimberley, LLC request for voluntary annexation of territory into the City of Ankeny
J.Heil reported there are owners of 17 parcels that have requested voluntary annexation to the City of Ankeny. The land area currently petitioned for annexation is 492.75 acres. There are 11 parcels of land within the proposed annexation area that have not petitioned at this time. He said the overall proposed annexation area, including non-petitioned parcels contain 584.16 acres. J.Heil stated that if petitions are not received for these parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The proposed annexation area is contiguous with the corporate boundary of Ankeny and includes any and all Polk County road right-of-way to the centerline of the adjacent road. He said the proposed annexation area is also within two miles of the cities of Alleman and Elkhart. J.Heil presented the Ankeny Comprehensive Plan Future Land Use Map noting the identified land uses for this territory. He further noted the locations of public water and sanitary sewer mains that would be extended into the annexation area to serve future development. He asked if the Commission had any questions.

T.Flack asked for clarification on whether the 11 non-consenting owners would have to be annexed to the City of Ankeny. E.Jensen said that staff will explain a voluntary 80/20 annexation in their staff report at the next meeting. He further said the City Council adopted a policy on annexations, which is consistent with state law that does not encourage irregular boundaries, it encourages uniform boundaries. The State allows up to 20% of territory to be non-consenting to be included in an annexation so nonuniform boundaries are not created. E.Carstens referenced the map showing the consenting and nonconsenting property to help clarify the 80/20 annexation.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing Hope Kimberley, LLC and Hope K. Farms stated that their ownership is approximately 66% of the annexation area. She is at the meeting to offer their support for the annexation. She asked if the Commission had any questions.

Jim Thornton, 412 NE Georgetown Boulevard, Ankeny representing the City of Alleman. He said most of the non-consenting landowners are in attendance and have signed for voluntary annexation to the City of Alleman. He said there are some portions of this proposed annexation that are in conflict with the wishes of the ownership.

Chris Seuntjens, 2075 NE 126th Avenue, Alleman said he does not understand why it is so important to have straight boundaries. He said there are a lot of other cities that have boundaries that are not straight. He shared that there has to be another reason why there is a need for a straight boundary and would like to know what that is.

G.Hunter responded that staff will address his question in their staff report at the next meeting.

Jason Wattonville, 12702 NE 22nd Street, Alleman said he farms 20 acres and asked whether the City of Ankeny, as they go through land annexation, has thought about agrihoods and agriculture. How it can be kept in the mix as they keep taking productive farm ground out of use and converting it to other uses other than growing food. He has researched other cities where they are folding in agrihoods trying to really endorse and utilize regional food and local food supplies. He noted that the pandemic helped catapult local food. He asked if the City has had discussions or have thought about how they can create agriculture into their plans as the City moves forward.

Kevin Huss, 1957 NE 126th Avenue, Alleman said he signed for voluntary annexation into Alleman. Alleman is where his children go to school, and that is where he would like his tax dollars to go. He said their family has no connection to Ankeny.

Brian Linnemeyer,(BK Linnemeyer Trust), 14205 G36 Hwy, Indianola said he owns an adjacent farm along NE Delaware and a nearby farm along Hwy 69. He also owns farmland in more rural areas of the State. In his opinion, the farms that are in more rural areas should stay agriculture. He noted that the proposed annexation area is located near an I-35 interchange and it appears that there are plans to widen the interstate to six lanes. He feels this area is suitable for the growth of Ankeny and is in favor of the proposed annexation plan of the City of Ankeny.

Motion by T.Flack to close the public hearing, and receive and file documents. Second by L.West. All voted aye. Motion carried 6 – 0.

G.Hunter stated that the Commission will act on this item at the March 8, 2022 Plan and Zoning Commission meeting after receiving a report from City Staff.

T.Flack asked staff to provide information at the next meeting on how property addressing would be handled between the cities with this proposed annexation.

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

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve the March 8, 2022 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
Chair G.Hunter asked to have the record reflect that members of the Commission received correspondence from the following individuals regarding Agenda Item #5:
Jeanne Uhl, 2350 NE 126th Avenue, Elkhart, Iowa
Todd Rueter, Rueter's Equipment, 2425 NE 126th Avenue, Elkhart, Iowa.
Jason and Linda Wattonville, 12702 NE 22nd Street, Alleman
Chris Seuntjens, 2075 NE 126th Avenue, Alleman
Kelly and Katie Grove, 2013 NE 126th Avenue, Alleman
Kevin and Emily Huss, 1957 NE 126th Avenue, Alleman
Alleman Mayor Robert Kramme, 14000 NE 6th Street, Alleman

Motion by T.Flack to receive and file correspondence. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

CITIZEN'S REQUEST
Alleman Mayor Robert Kramme, 14000 NE 6th Street, Alleman, provided correspondence to the Commission in regard to the proposed annexation and said he is disputing the annexation. He provided some history to the Commission as it relates to when Ankeny annexed land north of the North Polk School District boundaries. He said that the annexation has caused serious damage to the City of Alleman because it has flooded their city with vehicles that are destroying their infrastructure. Mayor Kramme said the only way to fix the infrastructure issue is for Alleman to annex out to the NW corner of the I-35 bridge. He said that he met with Ankeny's Mayor, and Ankeny wants everything south of 126th Avenue, possibly giving up the NE corner to Elkhart. He explained that Alleman has no commercial businesses and does not have the same ambition for their property tax base as Ankeny. He reiterated that all the traffic that comes to the North Polk School System from Ankeny is destroying Alleman's streets. He said with the growth in Elkhart and Polk City, the only salvation for property tax dollars for Alleman is the NW corner of the I-35 interchange. He stated that he would like the Plan and Zoning Commission to table the annexation process until he can sit down with the City of Ankeny and their Mayor to come to an

agreement. Mayor Kramme said he has about 1,500 acres already signed up to annex into the City of Alleman. He shared that Alleman's goal for their boundaries to protect their city will be the I-35 bridge/I-35, NW 126th Avenue all the way to NW 16th (Irvinedale Road), north to the county line. He said Alleman will never have a city center because they want to protect their farmers. He commented that Alleman's boundaries should be respected and feels Ankeny has not been a nice neighbor to Alleman. The boundaries presented, is Alleman's only opportunity to have any kind of meaningful property tax base. He again, asked the Commission to table the annexation proposal until Alleman and Ankeny sit down and put together an agreement. He thanked the Commission for their time.

BUSINESS ITEMS

Item #5. Hope Kimberley, LLC request for voluntary annexation of territory into the City of Ankeny

J.Heil reported the owners of 17 parcels are requesting that 584.16 acres of land be voluntarily annexed into the City of Ankeny. The land currently Petitioned for annexation is 492.75 acres. He said that there are 11 non-consenting parcels that make up the remaining 91.55 acres of the annexation. J.Heil explained that if petitions are not received for the non-consenting parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. J.Heil stated the Petitioned area is zoned Agricultural District on the Polk County Zoning Map; and Agricultural on the Polk County Future Land Use Map. He explained that the annexation area is currently identified in the Ankeny Plan 2040 Comprehensive Plan as primarily Low Density Residential with an area of High and Medium Density Residential, Community Commercial, Office/Business Park, and Neighborhood Mixed Use. J.Heil said if the property is annexed, the property will initially be zoned R-1, One-Family Residence District, as is all newly annexed land. He presented a map representing the City's future development plan to provide water and sewer to this area, if annexed and developed and said the proposed annexation area is in the Fourmile Creek Drainage area. J.Heil stated that the area is currently in the City of Ankeny Fire Protection District and will remain in the North Polk Community School District; and further stated, the addition of area and population would affect police coverage areas, as does all new development. He noted that a Consultation Meeting was held on March 2, 2022 and no members from the public attended the meeting. J.Heil proceeded to provide information to the Commission answering the questions that were raised from the Commission, and the public, during the public hearing on February 22, 2022. J.Heil stated the proposed annexation complies with the City of Ankeny's annexation policy and is identified as a future growth area in the Ankeny Plan 2040 Comprehensive Plan. Staff is recommending that the Plan and Zoning Commission recommend City Council approval of the annexation.

T.Flack brought up that Ankeny currently has certain properties that lie within the City that are not City property and wondered how those properties are handled as it relates to road maintenance, etc. E.Jensen said that in this instance, where it is actually County property, the City has 28E agreements with the County that addresses perimeter road maintenance along with other things. T.Flack asked if there were any concerns brought up in the Consultation Meeting by the townships? J.Heil stated he only received a call from the North Polk Community School District Superintendent as he was new to his position and wanted a better understanding of the process. T.Flack said she wanted to make it clear that school district boundaries rarely completely align with city boundaries, and not just in our community. J.Heil noted that the City Development Board is the deciding factor whether the petitioned and non-petitioned land become Ankeny or Alleman.

T.Flack shared that she has concerns about the property owners who do not want to be annexed into Ankeny. T.Ripper asked what the impacts would be to those property owners? Discussion between staff and the Commission included water and sewer connection fees, lifestyle issues such as loud noise, burn piles, etc., and taxes. The school districts would stay the same. R.Weisheit asked about paving driveways? E.Jensen responded, that for new buildings that are built on the property, driveways would need to be paved but existing homesteads with gravel drives would be able to stay gravel.

T.Rapp inquired about the Rueter's letter raising the question of zoning on their two parcels of land. E.Jensen shared that staff responded letting them know the City can not commit to changing the Land Use Plan or rezoning property as part of an annexation. They reassured them that the comprehensive plan shows Community Commercial as the land use and the C-2 zoning allows their current use and is consistent with the current Land Use Plan.

The attorney for the Rueter family asked to speak. The Commission chose to not take additional outside testimony since the public hearing was opened and closed on February 22, 2022.

E.Jensen shared that the Commission is a recommending body and will make a recommendation to the City Council. There will be a public hearing at the City Council and anyone who wants to speak will have the ability to

do so or provide written testimony. He shared that everything that was provided in writing to this meeting will be included in the packet that goes to the City Council.

G.Hunter responded to Mayor Klemme's comment by stating that he does not see a benefit to tabling this action. It would not accomplish anything since the Commission is not a decision-making body. L.West concurred.

There were no more questions from the Commission.

T.Flack supports the annexation but said the Commission does have the option to exclude the property owners who want to be excluded. T.Ripper concurred with T.Flack.

The Commission continued their discussion on all the information that has been provided by staff, the applicant and the public. G.Hunter said whoever makes a motion has the ability to exclude or accept as given. T.Rapp stated that the communication from the Rueter's parcel seems to be amenable to annexation, so would that complicate a motion to exclude. E.Jensen said that some of the non-consenting properties would not be able to be excluded as islands are not allowed. He said the Huss, Klein, Grove, Seuntjens and Taylor & Hebner properties could be left out without it impacting the rest of the annexation, but it is not consistent with the City Council's policy on uniform boundaries.

Motion by T.Flack to recommend City Council approval of the request by Hope Kimberley LLC for the voluntary annexation of property into the City of Ankeny excluding the Huss, Klein, Grove, Seuntjens and Taylor & Hebner property. Second by T.Rapp. All voted. Motion failed 3 – 3 (Nay: G.Hunter, L.West, R.Weisheit).

G.Hunter said, in his opinion, carving out the five properties does not accomplish anything. Some of the letters from the property owners indicate that they are allowed to do things on their property in the County that would not be allowed by City code. T.Flack commented that a new homeowner abutting the city/county line would need to decide as neighbors, things you can and can't do, regardless of where the city/county line is. R.Weisheit said that the activity that takes place on the county homesteads such as burning, could cause the surrounding property owners to call the Ankeny Police even though they would not be in a position to do anything about it. This would not set a good relationship between neighbors.

Motion by G.Hunter to recommend City Council approval of the request by Hope Kimberley LLC for the voluntary annexation of property into the City of Ankeny as submitted. Second by L.West. All voted. Motion failed 2 – 4 (Nay: T.Flack, T.Rapp, T.Ripper, R.Weisheit).

E.Jensen suggested to the Commission that they could table the item until they have all Commissioners present at a meeting. The Commission did not see a benefit to tabling the item.

Motion by G.Hunter to recommend City Council deny the request by Hope Kimberley LLC for the 80/20 voluntary annexation of property into the City of Ankeny as submitted. Second by T.Rapp. All voted. Motion carried 4 – 2 (Nay: T.Flack and L.West).

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: March 8, 2022

Topic: Hope Kimberley LLC Annexation
Date: March 3, 2022
Prepared By: Jake Heil EJC
Associate Planner

Recommendation:

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

Discussion:

The owners of 17 parcels are requesting 584.16 (+/-) acres of land be voluntarily annexed into the City of Ankeny. The land currently petitioned for annexation is 492.75 acres. There are 11 non-consenting parcels that make up the remaining 91.55 acres of the annexation. The proposed annexation is located in the northeast portion of the City and generally located around the intersection of NE 126th Avenue and NE 22nd Street (SE Delaware Avenue).

If petitions are not received for the non-consenting parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The proposed annexation area is contiguous with the corporate boundary of Ankeny and includes any and all Polk County road right-of-way to the centerline of the adjacent road. The proposed annexation area is also within two miles of the Cities of Alleman and Elkhart.

Existing Polk County Zoning and Comprehensive Plan Land Uses
The Petitioned area is zoned Agricultural District on the Polk County Zoning Map; and Agricultural on the Polk County Future Land Use Map. The Agricultural District is defined in the Polk 2030 Comprehensive Plan as "The large area of the County that remains as active farmland. Includes agricultural and rural activities, farmsteads, home occupations, scattered ag-related facilities or businesses. Little new residential development is anticipated in this area, although small residential clusters may be allowed under some circumstances in areas not well-suited for farming."

City of Ankeny Comprehensive Plan
The annexation area is currently identified in the Comprehensive Plan as primarily Low Density Residential with an area of High and Medium Density Residential located west of NE 22nd Street and south of NE 126th Avenue, Community Commercial, Office/Business Park and Low Density Residential east of NE 22nd Street and south of NE 126th Avenue, and Community Commercial, Office/Business Park, and Neighborhood Mixed Use located east of NE 22nd Street and north of NE 126th Avenue. The Ankeny Plan 2040 defines those uses as the following:

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

- **Medium Density Residential:** This land use category is designed for single family dwelling units that are detached or attached horizontally to one or more units, typically referred to as cottage homes, townhomes, and rowhouses. Densities range from 5 to 12 dwelling units per acre. Land uses may also include single-family detached dwellings, 'tiny home' developments (planned communities with single-family detached homes that are generally less than 500 square feet in total floor area); residential clustered developments; religious, educational, and institutional uses and structures; and public and private parks and recreation areas and structures. This land use category can serve as a transition between low density and high-density land uses.
- **High Density Residential:** This land use category is for multi-family dwelling units both horizontally or vertically attached with two more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments; religious, educational, and institutional uses and structures; child day care centers; and public and private parks and recreational areas and structures.
- **Community Commercial:** This land use category is designed for large-scale retail and entertainment uses typically located along high traffic corridors. These retail and entertainment uses are intended to serve the entire community and motoring public as well as attract customers from outside of the city with a typical service area of up to 5 miles or more. The locations should be along minor/major arterial streets or major collectors with multiple access points. These retail areas typically consist of large box stores and multi-tenant shopping centers. Sites are generally greater than 20 acres.
- **Office/Business Park:** This land use category is designed to retain and promote employment opportunities for the City. The land use category includes a combination of professional office and medical uses, research and development and testing facilities, and corporate campuses consisting of single or multi-tenant buildings that are 1 or more stories tall. Limited office support type retail uses (including restaurants, office supply stores, coffee shops, and dry cleaners) may be allowed. Site sizes can range from small single user building lots to large corporate campuses. This land use can serve as a transition to buffer low and medium density uses from more intense commercial and industrial uses.
- **Neighborhood Mixed Use:** This land use category is designed to provide flexibility in uses and building design in an area that can accommodate either mixed-use or single-use buildings and developments. Allowable uses include multi-family residential, office, and retail as well as convenience stores, fast-foot restaurants, and other uses with vehicle drive-up and drive-thru services. Buildings may be three stories in height with shared off-street surface or structured parking. The area is meant to provide a buffer or transition between commercial and residential developments. Possible uses include coffee shops, fast-food restaurants, or small-offices.

Expected Development Scenario

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

Streets: Generally, the annexation area borders and/or includes the following roadways: NE 126th Avenue. NE Delaware Avenue/NE 22nd Street and Interstate 35. All of these roads provide access to the annexation area. These roadways adequately accommodate the existing traffic in the area. As the annexation area

develops, staff will work with the developers to make sure that appropriate improvements are made to the existing street network to accommodate the additional traffic. As a reminder the developer is responsible for the construction of all streets internal to the development.

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

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

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

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

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

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

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

Police: This land can be expected to develop as mixed-use neighborhoods, largely composed of residential dwellings. The additional area and population will affect police coverage areas, as does all new development. Members of the police department regularly attend Technical Review Committee meetings and work with the planning and engineering staff on design concerns.

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

Consultation Meeting:

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

Public Hearing

The Commission held a public hearing on the proposed annexation at the last meeting, February 22, 2022. Complete minutes are available for review of the questions and answers from the meeting. Below are several topics that were brought up by members of the public or the Commission:

Several members of the public including Jim Thorton, Chris Seuntjens, and Kevin Huss; informed the Planning and Zoning Commission that there are five properties in the proposed annexation area that have signed annexation petitions with the City of Alleman. During the public hearing there were also questions raised about an 80/20 annexation and why non-petitioned parcels would be included, as well as how the proposed annexation might affect school districts and the taxes that go to schools.

The 80/20 voluntary annexation was adopted into Iowa code in 1993. Section 368.7(1) governs 80/20 annexation and allows for up to 20% of the total land to be annexed without the consent of such landowners. This rule was adopted to prevent the creation of islands, or land that is not part of a city and is completely surround by the corporate boundaries of one or more cities. Secondly it is used to create more uniform boundaries. Having more uniform or straight boundaries helps prevent road maintenance issues that arise in areas that have adjacent right-of-way, in this particular case the homes along NE 126th Avenue. Annexations include any and all right-of-way adjacent to land being annexed. If the four homes along NE 126th Avenue were not included for example, it would create a gap in the maintenance responsibilities between cities for that road and could cause utility service problems. Ultimately, the City Development Board will choose whether the specific Alleman petitioned properties, will be included in the annexation into Ankeny or Alleman. The Plan and Zoning Commission does have the option of recommending to City Council that the non-petitioned parcels that wouldn't create islands be left out of the annexation at this time. However, staff feels that these properties should be included to meet the City's annexation policy.

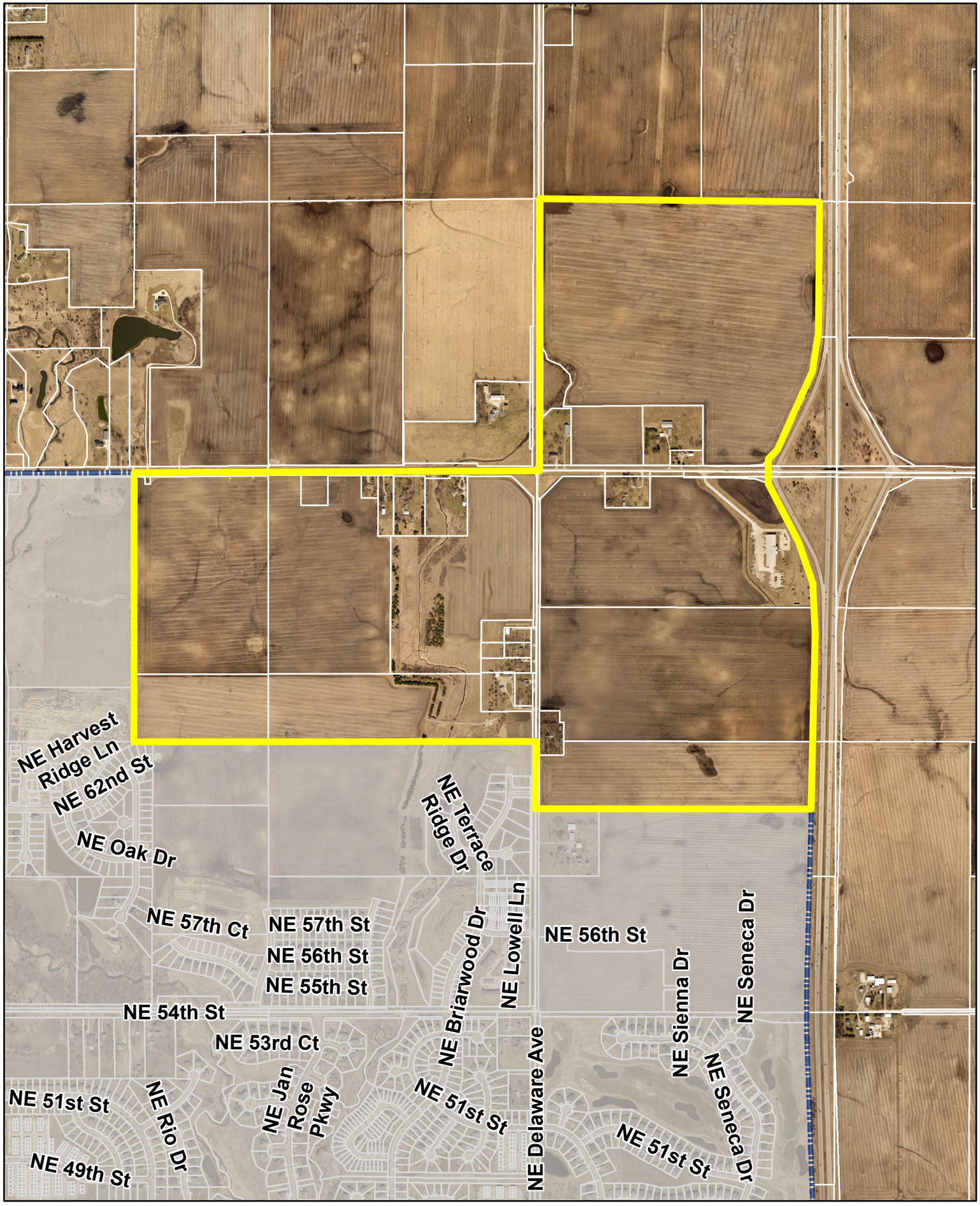
The proposed annexation would not alter school district boundaries. If the annexation is approved, the properties would still be in the North Polk Community School District. Additionally, all school tax dollars would still benefit North Polk Community School District and not the Ankeny Community School District.

Jason Wattonville, owner of land in the northwest corner of the intersection of NE Delaware Avenue and NE 126th Avenue, made a comment about keeping land agricultural as cities continued to grow, and if Ankeny had any plans to incorporate agriculture into the City. The Ankeny Plan 2040 paid close attention to agriculture and sustaining it as the City grows. The Comprehensive Plan has a specific section that discusses Agrihoods, defined as: "Another possibility for incorporating agriculture into the low-density character of Ankeny is the creation of agrihoods. Agrihoods are housing developments generally designed around a working farm to offer local, often organic food to residents. The farm acts as a shared amenity for the residents providing opportunities to learn about the origins of their food. These developments often are designed around the concepts of sustainability and community with opportunities to connect with the land and one's neighbors. Access to nature and trails are common features. By permitting agrihoods in Ankeny's low-density land use category, the City could achieve the twofold goal of preserving agricultural land while also maintaining the low-density character of the community but with a new take on the style and opportunities available to residents." Both the open space and low density residential land use categories identify agriculture and potentially agrihood as an allowable use.

Brian Linnemeyer, owner of land just northwest of the annexation area, spoke in favor of the proposed annexation. He referenced the Iowa DOT's plan to widen Interstate 35 and improve the intersection that is adjacent to the proposed annexation, and how the land in the area would be more suitable for development than farming.

Summary

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


NE Harvest Ridge Ln
NE 62nd St
NE Oak Dr
NE Terrace Ridge Dr
NE 57th Ct
NE 57th St
NE 56th St
NE 55th St
NE 54th St
NE 53rd Ct
NE 51st St
NE Rio Dr
NE 49th St
NE Jan Rose Pkwy
NE Briarwood Dr
NE Lowell Ln
NE Delaware Ave
NE 56th St
NE Sienna Dr
NE Seneca Dr
NE 51st St
NE Seneca Dr
N
1 inch = 1,200 feet
Date: 2/14/2022
Hope Kimberley LLC
Annexation
Ankeny
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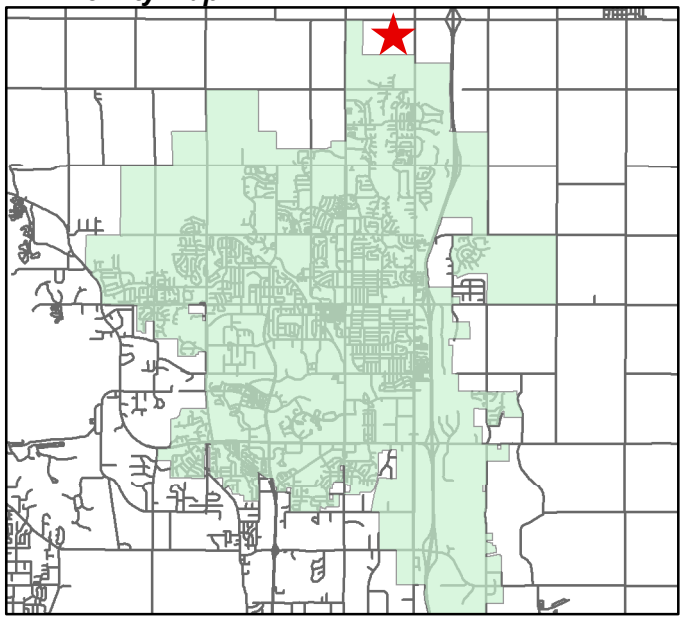
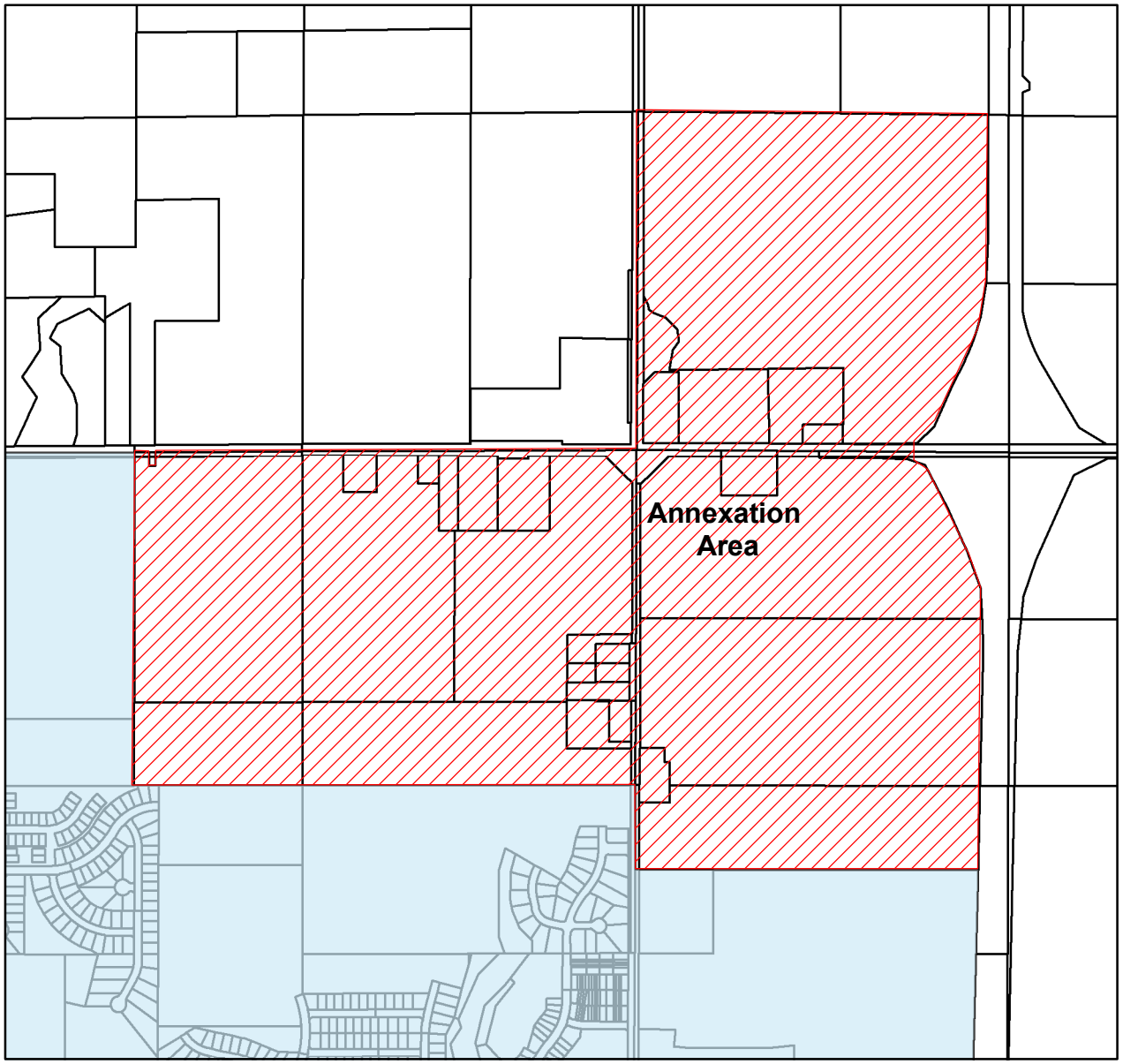
Vicinity Map





1 inch = 1,337.73 feet

Annexation Map

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

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

City of Ankeny

Hope Kimberley Annexation

Sheet No. 1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: February 14, 2022

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ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Northeast of 12211 NE 22nd Street

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

Property Owner(s): Katherine E Moeckly Trust

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

Phone #:

Applicant / Contact Hope K Farms LLC

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

Phone #:

Signed by: Brad Moeckly, trustee **Date:** Dec. 15, 2021
(*Property Owner*) *

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

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

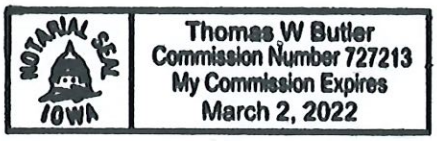
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

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

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ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Katherine E Moeckly Trust _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 15th (*day*) of December (*month*), 2021 (*year*) at Ankeny, Iowa.

Titleholder:

By: Brad Moeckly trustee

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

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

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

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

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

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

Dated: February 3, 2012.

Steven J. Roy

STATE OF IOWA, COUNTY OF POLK) SS.

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

TARA S. RAMSEY
COMMISSION NO. 742544
MY COMMISSION EXPIRES
8-29-12

Notary Public in and for the State of Iowa

940485

city of Ankeny

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ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

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

Property Owner(s): Hope Kimberley LLC

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

Phone #: (515) 963-8335

Applicant / Contact Hope Kimberley LLC

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

Phone #: (515) 963-8335

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

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

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

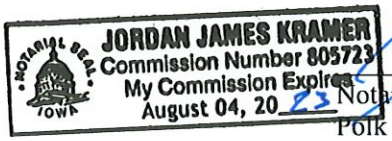
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 20th day of October, 20 21, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

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

AND

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

AND

THE EAST 1,430 FEET OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1.095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 36 BEGINNING AT THE NORTHEAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Hope Kimberley, LLC _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 20th (*day*) of October (*month*), 2021 (*year*) at Ankeny, Iowa.

Titleholder:

By: William Kimberley

William Kimberley, Manager

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

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

AND

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

AND

THE EAST 1,430 FEET OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1.095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 36 BEGINNING AT THE NORTHEAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

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

Property Owner(s): Hope Kimberley LLC

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

Phone #: (515) 963-8335

Applicant / Contact Hope Kimberley LLC

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

Phone #: (515) 963-8335

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

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

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

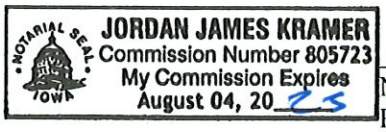
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

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

AND

THE N 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 FEET OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Hope Kimberley, LLC _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 20th (*day*) of October (*month*), 2021 (*year*) at Ankeny, Iowa.

Titleholder:

By: William Kimberley

William Kimberley, Manager

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

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

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 FEET OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD.

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Northwest corner of Interstate 35 and NE 126th Avenue

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

Property Owner(s): Hope K Farms LLC

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

Phone #:

Applicant / Contact Hope K Farms LLC

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

Phone #:

Signed by: _____ **Date:** 10/19/24

(*Property Owner*) *

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

and: _____ **Date:** _____

(*Applicant/Contact*)

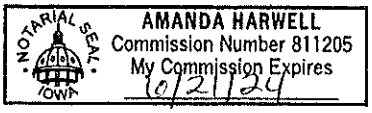
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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

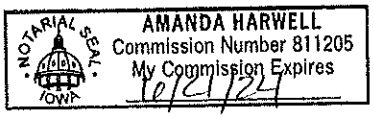


Amanda Harwell
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 19 day of October, 2021, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, personally appeared Reza Kargarzadeh, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Hope K. Farms LLC a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



Amanda Harwell
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

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

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

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Hope K Farms, LLC _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ of _____, _____ at Ankeny, Iowa.
(*day*) (*month*) (*year*)

Titleholder:

By: _____

REZA KARGARZADEH.

Hope K. Farms LLC.

Owner/Manager.

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

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

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

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, **Gary G. Uhl and Jeanne M. Uhl** hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

-EX RD- & -EX S 200F E 320F- S 640.5F E 591F W FRL 1/2 SW FRL 1/4 SEC 30-81-23

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ of _____, _____ at Ankeny, Iowa.
(*day*) (*month*) (*year*)

Titleholder:

By: Gary G. Uhl

Jeanne M. Uhl

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

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

Address: 2350 NE 126th Avenue Elkhart Iowa 50073

Address: 2350 NE 126th Avenue Elkhart Iowa 50073

Phone #: 515-371-2295

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

Address 2350 NE 126th Avenue Elkhart Iowa 50073

Phone #: **515-371-2295**

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

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

Date:
(*Property Owners*)

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

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

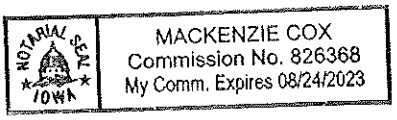
Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ~~18~~ day of February, 20~~22~~ before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____ a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____ _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

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

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ of _____, _____ at Ankeny, Iowa.
(*day*) (*month*) (*year*)

Titleholder:

By: Karen J. Tweedt
Kathie J. Olenius
Dennis L. Jones

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

_____

Legal Description (attach, if lengthy) _____

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

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

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

Phone #: _(612) 296-3826

Applicant / Contact ___Same as Owner_____

Address_____

Phone #: _____

Signed by:_____**Date:**_____

(*Property Owner*) *

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

and:_____**Date:**_____

(*Applicant/Contact*)

Original Signatures are Required

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

_____

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

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

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

Phone #: (612) 296-3826

Applicant / Contact Same as Owner

Address _____

Phone #: _____

Signed by: Karen Tweedt **Date:** 2-16-22
(Property Owner) *

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

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

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

_____

Legal Description (attach, if lengthy) _____

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

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

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

Phone #: _(612) 296-3826

Applicant / Contact ___Same as Owner_____

Address_____

Phone #: _____

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

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

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

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

_____

Legal Description (attach, if lengthy) _____

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

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

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

Phone #: (612) 296-3826

Applicant / Contact Same as Owner

Address _____

Phone #: _____

Signed by: Kathie J. Olenius **Date:** 12/23/22
(Property Owner) *

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

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

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

STATE OF IOWA

COUNTY OF POLK

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

CASSIE MILDER
Commission Number 823058
My Commission Expires
8/04/2023

Cassie Milder
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA

COUNTY OF POLK

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

Paige Smajlovic
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

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

STATE OF ~~IOWA~~ Minnesota KS

COUNTY OF ~~POLK~~ Watonwan KS

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

KELLY ELIZABETH SCHULTE
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Kelly Schulte

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____

Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Southeast of 12211 NE 22nd Street

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

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

Address: 1343 Quill Avenue – Boone, IA 50036

Phone #:

Applicant / Contact Hope K Farms LLC

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

Phone #:

Signed by: Janet E Erb **Date:** 10/20/2021

(*Property Owner*) *

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

and: **Date:**

(*Applicant/Contact*)

Original Signatures are Required

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

Sharon L. Hackbarth Date: 10/26/2021
SHARON L. HACKBARTH, Individually
and as Trustee of the Sharon L. Hackbarth
Revocable Trust

Stephen C. Johnson Date: 10/22/2021
STEPHEN C. JOHNSON

Sue A Johnson Date: 10-22-21
SUE A. JOHNSON

HOPE K FARMS, LLC

By: _____
(Contract Purchaser)

STATE OF IOWA :
: ss
COUNTY OF Iowa :

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

MITCH BRINKLEY
Notarial Seal - Iowa
Commission Number 798700
My Commission Expires Aug 12, 2022

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: ss
COUNTY OF STORY :

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

NANCY R. CHAPLIN
Commission Number 153305
My Commission Expires
9-28-2022

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

STATE OF IOWA :
: ss
COUNTY OF STORY :

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

NANCY R. CHAPLIN
Commission Number 153305
My Commission Expires
9-28-2022

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

STATE OF IOWA :
: ss
COUNTY OF STORY :

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

NANCY R. CHAPLIN
Commission Number 153305
My Commission Expires
9-28-2022

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

STATE OF IOWA :
: ss
COUNTY OF Polk :

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

AMANDA HARWELL
Commission Number 811205
My Commission Expires
10/21/24

Amanda Harwell
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

EXHIBIT 'A' – LEGAL DESCRIPTION

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL.1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31).

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, ***Sharon L Hackbarth Revocable Trust, Sharon L Hackbarth (Trustee), Janet Erb, Stephen C Johnson & Sue A Johnson*** hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ (*day*) of _____ (*month*), _____ (*year*) at Ankeny, Iowa.

Titleholder:

By: Janet E Erb

JANET E. ERB

Sharon L. Hackbarth

SHARON L. HACKBARTH

Stephen C. Johnson

STEPHEN C. JOHNSON

Sue A Johnson

SUE A. JOHNSON

HOPE K FARMS, LLC

By: _____

City of Ankeny, Iowa

_____

Mayor

Attest:

_____

City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL.1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31).

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Legal Description (attach, if lengthy) THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 2103000451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Property Owner(s): Kim Rueter, Revocable Trust

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

X **Signed by:** _____ **Date:** 3/30/22
(*Property Owner*) *

_____ **Date:** _____
(*Property Owners*)

_____ **Date:** _____
(*Property Owners*)

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

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

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 30 day of March, 2022, before me, a Notary Public in and for Polk County, personally appeared Kim Rueter, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Melissa K Barrett
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210 00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 30 (*day*) of March (*month*), 2023 (*year*) at Ankeny, Iowa.

Titleholder:

X By: _____
Kim Rueter Revocable trust

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

Legal Description (attach, if lengthy) THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3601, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 2410/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Property Owner(s): Kim Rueter

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

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

_____ **Date:** _____
(*Property Owners*)

_____ **Date:** _____
(*Property Owners*)

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

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

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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

NOTARIAL SEAL IOWA
MELISSA K BARRETT
Commission Number 781930
My Commission Expires
12-7-22

Melissa K Barrett
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK, KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210.00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

y Dated this 22 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

X By: Kim Rueter

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

Property Owner(s): Paige Rueter Benlaala

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

Signed by: _____ **Date:** 3/23/22
(Property Owner) *

_____ **Date:** _____
(Property Owners)

_____ **Date:** _____
(Property Owners)

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

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

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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

NOTARIAL SEAL IOWA
ANGELA ANN BRUNNER
Commission Number 836290
My Commission Expires
10/19/2021

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 9 day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____ a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 23 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

X By: _____
Paige Rueter Benlaala

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

Property Owner(s): Todd Rueter & Alex Rueter

Address: 1325 NE Tuscany Blvd

Address: Ankeny, IA 50021

Phone #: 515-370-0028

Applicant / Contact Todd Rueter

Address 1325 NE Tuscany Blvd, Ankeny, IA 50021

Phone #: 515-370-0028

Signed by: _____ **Date:** 3-15-22
(*Property Owner*) *

_____ **Date:** 3-18-22
(*Property Owners*)

_____ **Date:** _____
(*Property Owners*)

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

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

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 15 day of March, 2022, before me, a Notary Public in and for Polk County, personally appeared Todd Ruetter, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

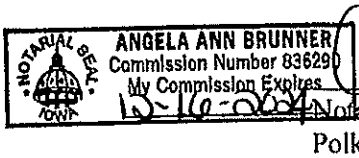
_____
Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA

COUNTY OF POLK

On this 18 day of March, 2020, before me, a Notary Public in and for Polk County, personally appeared Alex Kueter, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Angela Brunner
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK, KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 17 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

By: _____
Todd Rueter

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

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Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

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4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 17 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

By: _____
Alex Rueter

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

Property Owner(s): Terri Nation

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

Signed by: Terri Nation **Date:** 3-16-22

(Property Owner) *

_____ **Date:** _____

(Property Owners)

_____ **Date:** _____

(Property Owners)

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

and: _____ **Date:** _____

(Applicant/Contact)

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

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

NOTARIAL SEAL IOWA
SARAH NIEMAND
Commission Number 761005
MY COMMISSION EXPIRES
11-30-2024

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

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

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Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

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4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 17 (*day*) of March (*month*), 2020 (*year*) at Ankeny, Iowa.

Titleholder:

By: Terri Nation

_____

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

Property Owner(s): Karen Demick

Address: _____

Address: _____

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

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

_____ **Date:** _____
(Property Owners)

_____ **Date:** _____
(Property Owners)

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

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

Original Signatures are Required

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

STATE OF ~~IOWA~~ ARIZONA (KD)

COUNTY OF ~~POLK~~ Maricopa (KD)

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

TYLER CHRISTIAN WILSON
Notary Public - Arizona
Maricopa County
Commission # 593960
My Comm. Expires Nov 27, 2024

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

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, KIM RUETER REVOCABLE TRUST, ALEX RUETER, KAREN DERRICK, KIM RUETER, PAIGE RUETER BENLAALA, TERRI NATION, & TODD RUETER to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE NORTH 1/2 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PORTION DEEDED IN BOOK 3604, PAGE 137, TO THE STATE OF IOWA FOR INTERSTATE 35, AND EXCEPT THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET THEREOF, AND EXCEPT THAT PORTION DEEDED TO POLK COUNTY, RECORDED IN BOOK 5336, PAGE 856 (POLK COUNTY GEOPARCEL NUMBER 210/00451-006-000) CONTAINING 69.503 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 18 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

By: Karen Derrick

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

Property Owner(s): Todd Rueter

Address: 1325 NE Tuscany Blvd

Address: Ankeny, IA 50021

Phone #: 515-370-0028

Applicant / Contact Todd Rueter

Address 1325 NE Tuscany Blvd, Ankeny, IA 50021

Phone #: 515-370-0028

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

_____ **Date:** 3-18-22
(Property Owners)

_____ **Date:** 3/23/22
(Property Owners)

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

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

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 18 day of March, 2020 before me, a Notary Public in and for Polk County, personally appeared Todd and Alex Burcher, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Angela Brunner
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

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

STATE OF IOWA

COUNTY OF POLK

On this 25 day of March, 2020, before me, a Notary Public in and for Polk County, personally appeared Paige R. Benlaola, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, TODD RUETER, ALEX RUETER & PAIGE BENLAALA hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861 (POLK COUNTY GEOPARCEL NUMBER 210/00451-002-000) CONTAINING 3.11 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 17 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

By: _____
Todd Rueter

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, TODD RUETER, ALEX RUETER & PAIGE BENLAALA hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861 (POLK COUNTY GEOPARCEL NUMBER 210/00451-002-000) CONTAINING 3.11 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 17 (*day*) of March (*month*), 2022 (*year*) at Ankeny, Iowa.

Titleholder:

By: _____
Alex Rueter

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, TODD RUETER, ALEX RUETER & PAIGE BENLAALA hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:
THE EAST 440 FEET OF THE WEST 1108 FEET OF THE NORTH 362 FEET OF THE NORTHWEST FRACTIONAL 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EXISTING ROAD; AND EXCEPT THAT PART THEREOF CONVEYED TO POLK COUNTY, IOWA, BY WARRANTY DEED RECORDED IN BOOK 5336, PAGE 861 (POLK COUNTY GEOPARCEL NUMBER 210/00451-002-000) CONTAINING 3.11 ACRES MORE OR LESS

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 23 (*day*) of March (*month*), 2023 (*year*) at Ankeny, Iowa.

Titleholder:

By: _____
Paige Rueter Benlaala

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

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

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

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

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

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

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

and

PARCEL 2020-13 BK 17821 PG 958 BEG NE COR ADUHL ACRES THN W 317F S 150F W 225F N 225F E 542F S 75F TO POB BNG PRT PARCEL 2018-191 BK 17102 PG 203 SUBJ .057A RD EAS NE 1/4 SEC 36-81-24 (Polk County GeoParcel Number 81243627601 1) CONTAINING 1.651 ACRES MORE OR LESS

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

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

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

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

2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.

4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.

5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.

6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

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

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

8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

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

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

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

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

TITLEHOLDER:

By: _____
Alan Abuhl

By: _____

CITY OF ANKENY, IOWA

_____
Gary Lorenz, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this 1 day of July, 2021, before me, a Notary Public in and for Polk County, personally appeared Alan Abuhl, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that ~~he/she~~ executed the same as voluntary act and deed.

Notary Public in and for the State of Iowa

BOB SIDDENS
Commission Number 168547
My Commission Expires
2/24/23

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

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

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

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

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

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

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

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

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

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

2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.

4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.

5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.

6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

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

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

8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

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

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

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

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

TITLEHOLDER:

By: _____
Shannon L. Haus

By: _____
Jill L. Haus

CITY OF ANKENY, IOWA

_____
Gary Lorenz, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
DAMIR PARAVLIC
Commission No.630099
My Commission Expires
8/18/22

STATE OF IOWA, COUNTY OF POLK, ss:

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

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
DAMIR PARAVLIC
Commission No.830099
My Commission Expires 02/15/24

STATE OF IOWA, COUNTY OF POLK, ss:

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

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
DAMIR PARAVLIC
Commission No.830099
My Commission Expires 02/15/24

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

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

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

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

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

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

and

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

and

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

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

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

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

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

2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.

4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.

5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.

6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

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

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

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

8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

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

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

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

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

TITLEHOLDER:

By: _____
Robin Van Dyke

By: _____
Judith Van Dyke

CITY OF ANKENY, IOWA

_____
Gary Lorenz, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

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

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

_____
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

DAKOTAH W. REED
Commission Number 779935
My Commission Expires
August 21, 2022

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

DAKOTAH W. REED
Commission Number 779935
My Commission Expires
August 21, 2022

Consultation Meeting Report

Notices mailed by certified mail to:

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

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

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

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

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

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

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

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

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

Notices mailed by regular mail to:

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

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

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

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

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

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

Written comments received: *None received*

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

RECEIVED
MAR 04 2022
CITY OF ANKENY

Jeanne Uhl
2350 NE 126th Ave
Elkhart IA 50073

March 3, 2022

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

Dear Members of the Ankeny Planning and Zoning Commission:

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

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

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

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

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

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

Respectfully,

Jeanne Uhl

Jeanne Uhl

Kimberley
DEVELOPMENT CORPORATION

January 6, 2022

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

Subject: Annexation into the City of Ankeny

Dear Mr. or Ms. Uhl:

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

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

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

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

Sincerely,

Jordan Kramer
Kimberley Development Corp.
Hope Kimberley, LLC

Enclosure: North Ankeny Annexation Exhibit

NORTH ANKENY ANNEXATION
ANNEXATION MAP

1/1

2100.649

ANKENY, IOWA

CIVIL DESIGN ADVANTAGE

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400

ENGINEER: EKO

TECH: MAE

REVISIONS	DATE
PREPARED	05/15/2021

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR, SUITE G
GRIMES, IOWA 50111

OWNER / REQUESTED BY

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

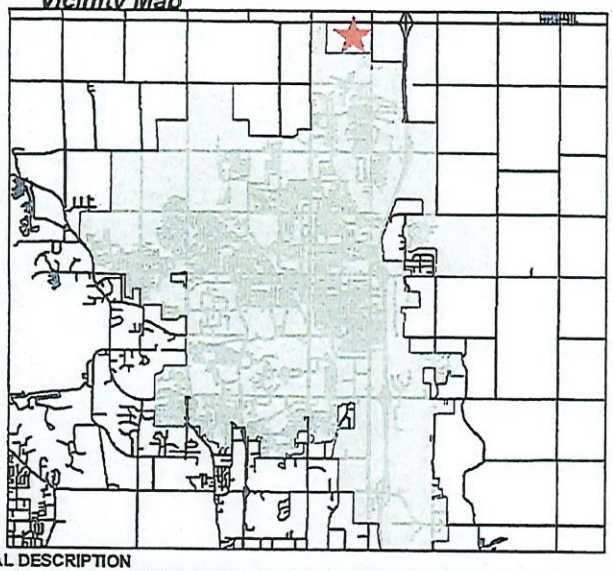
NOTES

BEARINGS, DISTANCES AND AREAS SHOWN ARE FROM POLK COUNTY AUDITOR MAPPING AND ARE FOR REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED PRIOR TO DEVELOPMENT.

PROPERTY OWNERS

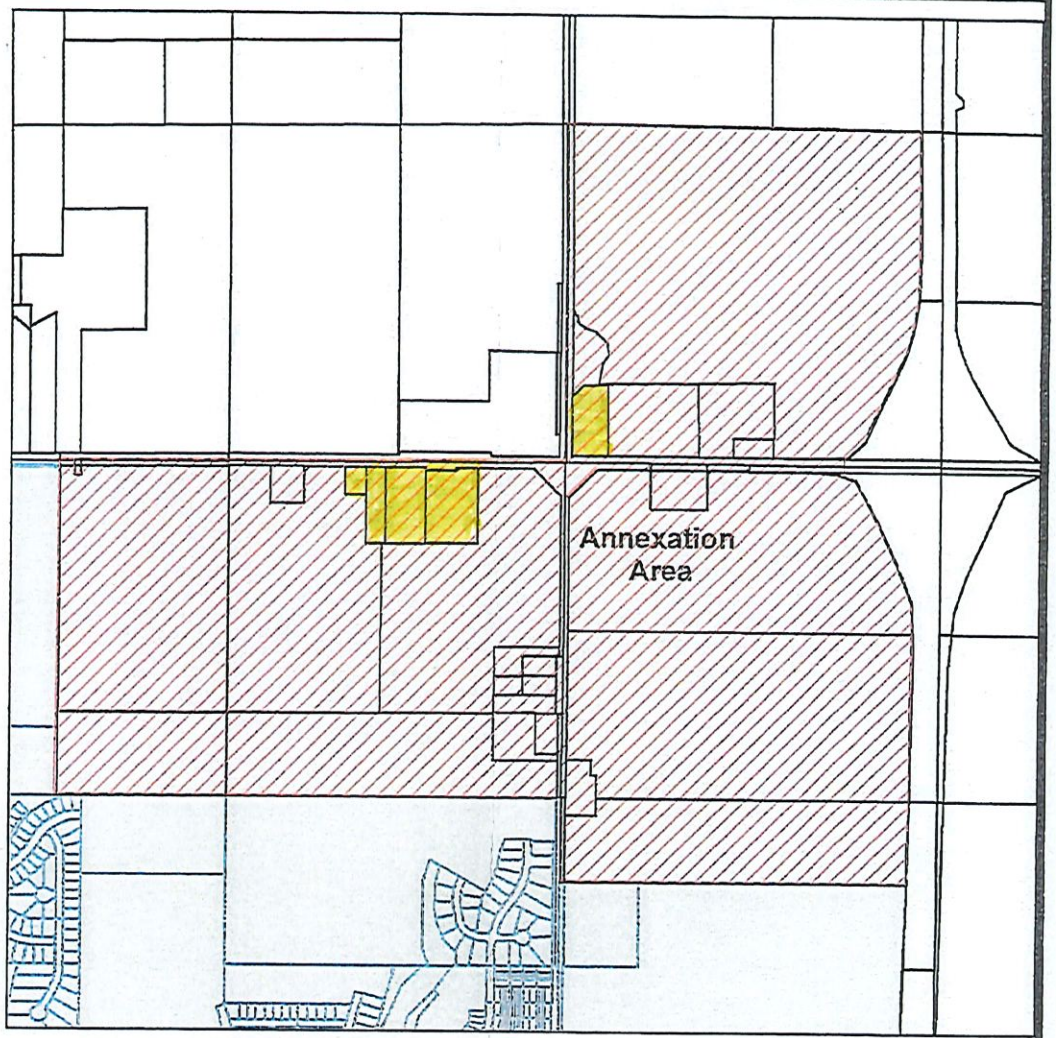
	PROPERTYOWNER	AREA	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	344.93	36.089%	X
2	ELVIN HERMEN, CINDY TAYLOR	3.53	0.60%	
3	KAREN TWEDT, DENNIS JONES, KATHIE OLENIUS	21.91	2.84%	X
4	GARY UHL, JEANNE UHL	7.02	1.20%	
5	RORY WELCHER, CINDY WELCHER	3.23	0.225%	
6	TODD RUETER, ALEX RUETER, PAIGE BENKALA,	3.11	0.53%	
7	KAREN WALL, TERRI PATTON, TODD RUETER, ALEX RUETER, PAIGE BENKALA, KIM RUETER	67.70	11.59%	
8	KATHERINE MOSCICKY	75.39	13.29%	X
9	SHARON MACDONARTH, JANET UHL, STEPHEN JOHNSON, SUE JOHNSON	40.04	6.87%	X
10	ALVIN WYCOFF, EMILY WYCKOFF	2.29	0.39%	
11	JUDITH VAN DYKE, ROBIN VAN DYKE	4.37	0.75%	X
12	SHARON HAUS, JILL HAUS	1.42	0.38%	X
13	WAYNE ABUHL	0.52	0.10%	X
14	WAYNE ABUHL, KATHRYN ABUHL	0.78	0.135%	
15	ALAN ABUHL	2.57	0.44%	X
16	IRENE STOVER-BERTZEVIG,	5.43	0.93%	
17	KELLY GROVE, KATIE GROVE	4.53	0.74%	
18	STEVEN KLEIN, BONNIE KLEIN	2.88	0.48%	
19	KEVIN HUSS, EMILY HUSS	0.84	0.14%	
20	NW BELL TELEPHONE CO	0.09	0.02%	
21	HOPE K FARMS LLC	134.56	23.07%	X
			TOTAL	83.36%

Vicinity Map



LEGAL DESCRIPTION
THE EAST ½ OF THE NORTHWEST ¼, EXCEPT THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET THEREOF, AND ALL OF THE NORTHEAST ¼,
AND
N 1/4 SW FRL ¼ LESS I 35 ROW -EX N 137F W 272F
AND
S 1/2 NW FRL 1/4 LESS I 35 ROW RD -EX S 182F W 272F & N 120F S 302F W 230F
AND
S 302F W 272F S 1/2 NW FRL 1/4 & N 137F W 272F N 1/4 SW FRL ¼ -EX E 42F N 120F
AND
N1/2 NWFRL1/4 LESS I 35 RD -EX E 440F W1108F N362F
AND
E 440F W 1108F N 362F NW FRL ¼ -EX BEG 688.1F E OF NW COR THN E440F S53.06F W 440F N 55.3F TO POB
AND
SW FRL ¼ -EX S & W OF A LN BEG 1622.95F E OF SW COR THN N 645F W 1373F NELY 245F NWLY 484.93F W 45F TO W LN & 16.3A I 35
AND
S 200F E 320F SW FRL 1/4 SW FRL 1/4
AND
S 640.5F E 591F W FRL 1/2 SW FRL ¼- EX S 200F E 320F
AND
BEG SW COR THN E 1622.95F N 645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN S 1195.44F TO POB W FRL 1/2 SW FRL ¼ -EX BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO POB- & -EX S640.5F E591F
AND
BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO POB SW FRL 1/4

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



1 inch = 1,337.73 feet

Annexation Map

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

City of Ankeny

Hope Kimberley Annexation

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Sheet No. 1 of 1

Checked by:

Date: February 1, 2022

NOTICE TO PROPERTY OWNERS

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

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

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

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

Or iPhone one-tap :
US +1(720)9027700,,1481631711# (US Central)
Or Telephone:
US: +1(720)9027700 (US Central) Meeting ID: 148 163 1711

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

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

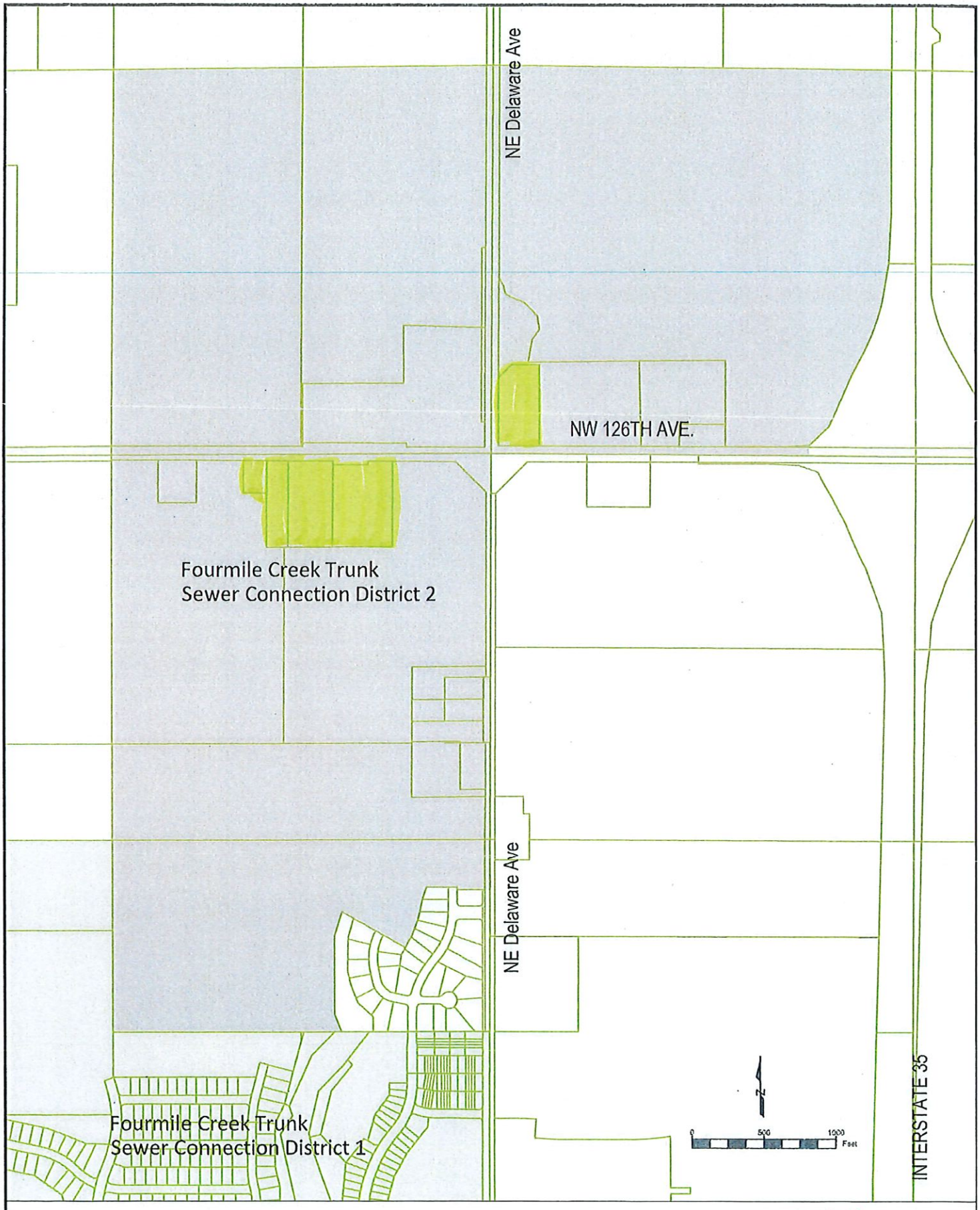
Description of Improvements Constructed

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

Dated this 5th day of April, 2021.

_____
City Clerk

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



Four Mile Sanitary Sewer Connection District 2 Area

city of Ankeny

ORDINANCE 2055

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

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

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

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

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

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

94.06.20 Fourmile Creek Trunk Sewer Connection District 2

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

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

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

Section 3. Severability. If any section, subsection, provision, sentence, clause, phrase or other part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or other part hereof not adjudged invalid or unconstitutional.

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

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

Mark Holm, Mayor Pro tem

Attest:

Denise L. Hoy, City Clerk

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

1st Con 05/03/21 (P. Hrg.)
2nd Con 05/17/21
3rd Con 06/07/21

RUETER'S

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

March 3, 2022

Eric Carstens, AICP

Planning Manager

Community Development

1210 N.W. Prairie Ridge Dr.

Ankeny, IA 50023-1564

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

Dear Eric:

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

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

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

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

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

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

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CITY OF ANKENY

RUETER'S

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

Sincerely,

Todd Rueter

President

CARROLL
1803 Radiant Road
Carroll, IA 51401
P: 712.792.9294
F: 712.792 6808

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

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

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

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

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

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

WATTONVILLE family farm

Working to make our world healthier and happier for all

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

March 8, 2022

Dear City of Ankeny Planning and Zoning Commission,

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

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

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

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

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

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

Sincerely,

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

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CITY OF ANKENY

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MAR 08 2022
CITY OF ANKENY

WATTONVILLE
family farm

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

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

March 8, 2022

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

Dear Members of the Ankeny Planning and Zoning Commission,

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

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

So why am I telling you this…

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

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

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

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

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

Regards,

Jason Wattonville

March 8, 2022

To: Ankeny Planning and Zoning Commission

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

From: Chris Seuntjens

2075 NE 126th Ave.

Alleman, Iowa 50007

515-988-3225

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

city of
ALLEMAN

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

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

Ankeny Planning and Zoning Board,

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

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

Alleman Mayor Robert Kramme

city of
ALLEMAN

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

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

Ankeny Planning and Zoning Board and Ankeny City Council,

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

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

Alleman Mayor Robert Kramme

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

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

March 7, 2022

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

To Whom it May Concern:

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

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

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

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

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

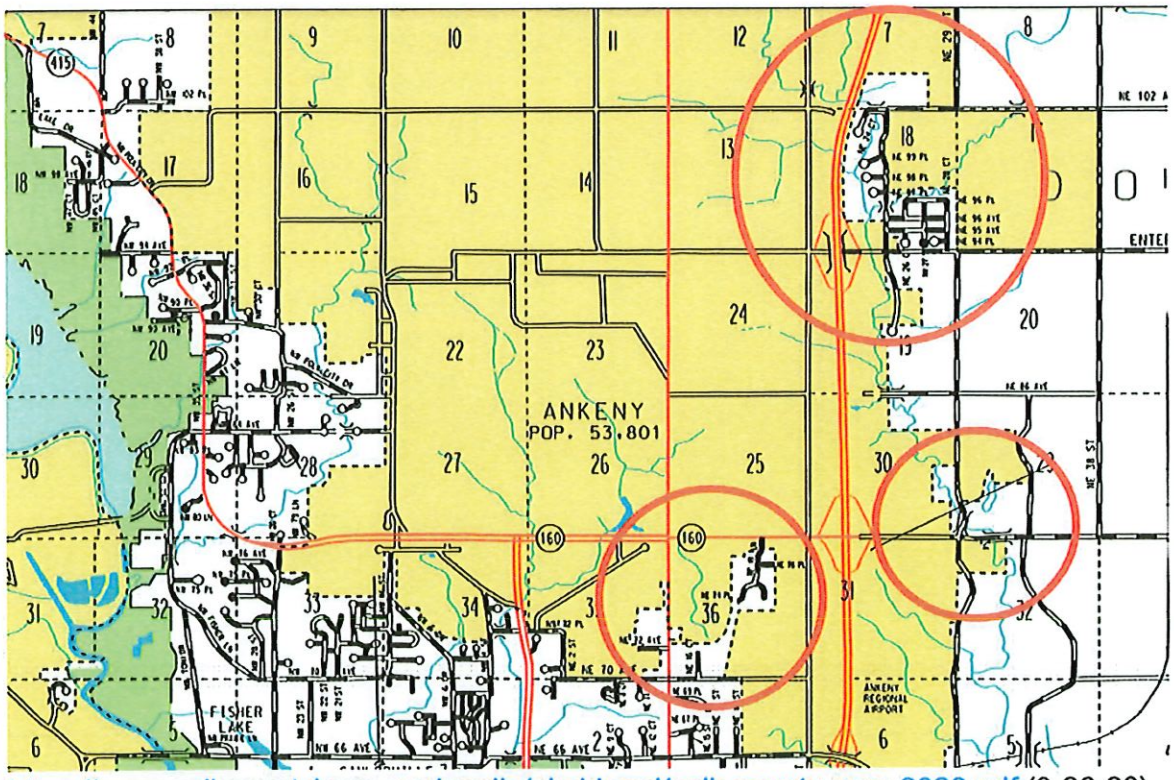
Concerns regarding confusion or delayed response from emergency personals have no merit as Ankeny emergency services already responds to this area due to a previously established agreement. The proposed benefit of city water is not applicable as we are already connected to Des Moines Water Works. The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

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

Thank you for your time and consideration.

Respectfully,

Kevin and Emily Huss



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

RECEIVED & FILED BY THE
PLAN & ZONING COMMISSION
March 8, 2022

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

March 8, 2022

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

Members of the Ankeny Planning and Zoning Commission:

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

LOSS OF RURAL LIVING ATMOSPHERE

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

SCHOOL DISTRICTING

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

INCREASED TRAFFIC

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

LIGHT POLLUTION

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

CITY ORDINANCES AND REGULATIONS

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

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

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

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

PROPOSED BENEFITS NOT APPLICABLE

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

INCREASED TAXATION

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

ERRADICATION OF RURAL AREAS, FARMLAND, AND SMALL TOWN IOWA

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

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

Thank you kindly,

Kelly & Katie Grove

IOWA Realty
Iowa's Largest

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

April 26, 2021

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

Dear Katie and Kelly:

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

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

Yours truly,

David Mercer

Sansgaard - DRA Annexation

Eric Carstens <ECarstens@Ankenylowa.gov>
Thu 4/22/2021 4:35 PM

To: David Mercer <dmercer@iowarealty.com>; Tara Meredith [US] <taram@albaughllc.com>
Cc: 'Dean Roghair' <DeanR@cda-eng.com>; Eric Jensen <EJensen@Ankenylowa.gov>; Jake Heil <JHeil@Ankenylowa.gov>

9 attachments (1 MB)

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

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

Please let us know if you have any questions.

Thanks.

Eric Carstens, AICP | Planning Administrator
Community Development - Planning
1210 NW Prairie Ridge DR
Ankeny, IA 50023-1564
ph/fx/txt: 515-963-3559

city of Ankeny

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

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

SPACE ABOVE THIS LINE FOR RECORDER

ANNEXATION PETITION AND AGREEMENT

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

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

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

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

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

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

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

2. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to dedicate for public use all necessary street right-of-ways and utility easements in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

3. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility to provide for all necessary storm drainage within the subdivision plat or plat of survey in accordance with the requirements of the existing ordinances at the time of development within the City.

4. It is understood by the Titleholder that if they choose to subdivide the property by platting or plat of survey, for the purpose of selling off parcels for development of any kind, it is the Titleholder's responsibility that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Titleholder of said real estate.

5. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes. The Titleholder or their heirs and assigns shall abide by the terms and conditions of said ordinances as a condition to the requested annexation.

6. The Titleholder shall connect to City water at their expense for extension of the service line to serve the property, at such time as they choose or upon failure of their well, if applicable, whichever shall first occur, unless otherwise required by Polk County Health Ordinances. Titleholder's well shall be deemed to have failed when it no longer provides safe potable water for human consumption. In all events, said water main must be within one hundred feet (100') of Titleholder's parcel boundary before connection shall be required. At the time of the connection the Titleholder shall apply for a City of Ankeny plumbing permit. Additionally the Titleholder shall pay the normal City water tap fee due and pay for a water meter with the plumbing permit. Any established water connection fees or special water main assessments shall not be charged to the Titleholder.

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

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

8. The City will not require the paving of driveways in existence as of May 1, 2021 and serving existing structures at the time of the annexation. After the effective date of the annexation, the City will require driveways to be paved to new structures intended for automobile storage (garages) in accordance with City of Ankeny Zoning regulations.

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

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

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

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

TITLEHOLDER:

By: _____
Kelly Grove

By: _____
Katie Grove

CITY OF ANKENY, IOWA

_____
Gary Lorenz, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

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

_____
Notary Public in and for the State of Iowa

NOTICE TO PROPERTY OWNERS

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

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

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

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

Or iPhone one-tap :
US +1(720)9027700,,1481631711# (US Central)
Or Telephone:
US: +1(720)9027700 (US Central) Meeting ID: 148 163 1711

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

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

Description of Improvements Constructed

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

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

General Description of Sewer Connection Fee Districts

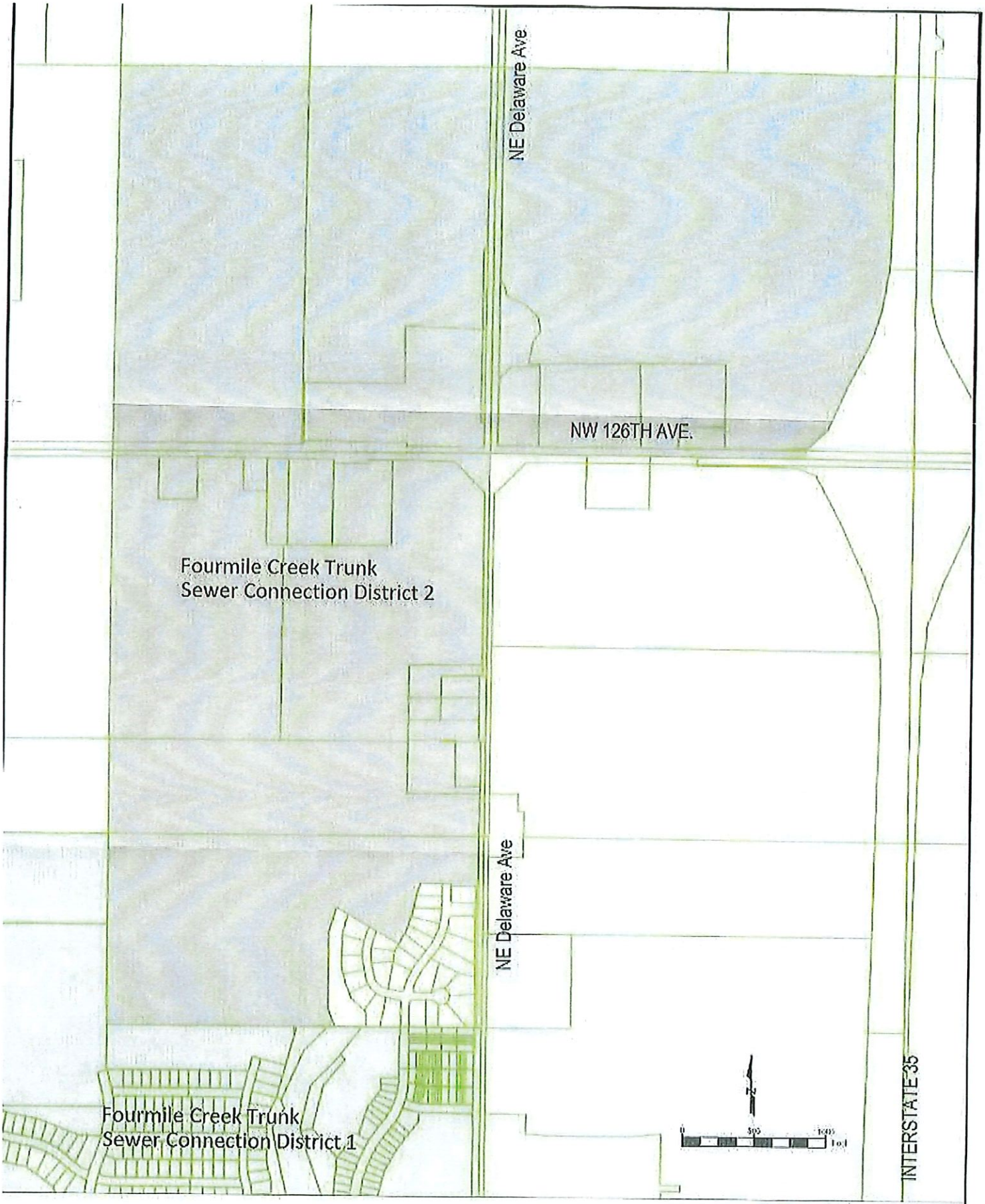
A copy of the proposed ordinance establishing the Fourmile Creek Trunk Sewer Connection District 2 outlining the connection fee for the Connection Fee District has been

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

Dated this 5th day of April, 2021.

City Clerk

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



Four Mile Sanitary Sewer Connection District 2 Area

city of Ankeny
bringing it all together

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

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

Kathie Olenius (Curt Olenius)
Dennis Jones (Peggy Jones)

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

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date March 8, 2022
Ayes 4 Nays 2 Abstain — Absent 1
APPROVED Denied as submitted
Chairperson
Secretary

ENGINEER/SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322

OWNER / REQUESTED BY

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

NOTES

BEARINGS, DISTANCES AND AREAS SHOWN ARE FROM POLK COUNTY AUDITOR MAPPING AND ARE FOR REFERENCE ONLY. PROPERTY TO BE FINAL PLATTED PRIOR TO DEVELOPMENT.

PROPERTY OWNERS

	PROPERTY OWNER	AREA	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	210.75	36.08%	X
2	ELVIN HEBNER JR, CINDY L TAYLOR	3.53	0.60%	
3	KAREN J TWEDT, DENNIS L JONES, KATHIE J OLENIUS	11.91	2.04%	X
4	GARY G UHL, JEANNE M UHL	7.02	1.20%	X
5	RORY A WELCHER, CINDY K WELCHER	1.23	0.21%	
6	TODD RUETER, ALEX RUETER, PAIGE BENLAALA	3.11	0.53%	
7	KAREN WALL, TERRI NATION, TODD RUETER, ALEX RUETER, PAIGE RUETER BENLAALA, KIM RUETER, KIM RUETER REVOCABLE TRUST	67.70	11.59%	
8	KATHERINE E MOECKLY TRUST	79.39	13.59%	X
9	ALVIN L WYCKOFF, EMILY M WYCKOFF	2.29	0.39%	
10	JUDITH VAN DYKE, ROBIN VAN DYKE	4.40	0.75%	X
11	SHANNON L HAUS, JILL L HAUS	1.62	0.28%	X
12	SAMUEL KEASLER, MORGAN KEASLER	0.92	0.16%	X
13	WAYNE E ABUHL	0.78	0.13%	
14	ALAN ABUHL	2.57	0.44%	X
15	CHRISTOPHER L SEUNTJENS, IRENE K SEUNTJENS	5.43	0.93%	
16	KELLY & KATIE GROVE REVOCABLE TRUST	4.33	0.74%	
17	STEVEN KLEIN, BONNIE KLEIN	2.08	0.36%	
18	KEVIN HUSS, EMILY HUSS	0.84	0.14%	
19	NW BELL TELEPHONE CO	0.09	0.02%	
20	HOPE K FARMS LLC	174.20	29.82%	X
			TOTAL	84.35%

LEGAL DESCRIPTION

A PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 AND A PART OF THE WEST HALF OF SECTION 31, ALL IN TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., AND A PART OF THE NORTH HALF OF SECTION 36 OF TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., AND ALL OF OUTLOTS 'Y', STREET LOT 'D' AND STREET LOT 'E', FOUR MILE FOUR, AN OFFICIAL PLAT AND ALL OF ABUHL ACRES, AN OFFICIAL PLAT, ALL BEING IN POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHWEST FRACTIONAL QUARTER OF SECTION 30 TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 35; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A CORNER OF SAID WESTERLY RIGHT OF WAY LINE BEING 70 FEET NORTH OF THE CENTERLINE OF NE 126TH AVENUE; THENCE SOUTHWESTERLY THROUGH THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 31 TO A CORNER OF SAID WESTERLY RIGHT OF WAY LINE BEING 70 FEET SOUTH OF SAID CENTERLINE OF NE 126TH AVENUE; THENCE CONTINUING SOUTHEASTERLY AND SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTHWEST FRACTIONAL QUARTER OF SAID SECTION 31; THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, ALSO BEING THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL QUARTER OF SECTION 31 TO THE EAST QUARTER CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 TO THE CENTER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 TO THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER; THENCE NORTH ALONG SAID WEST LINE AND ALONG THE WEST LINES OF SAID OUTLOT 'Y' AND STREET LOT 'E', FOUR MILE FOUR TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE CONTINUING EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36 TO THE SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 30 TO THE POINT OF BEGINNING.

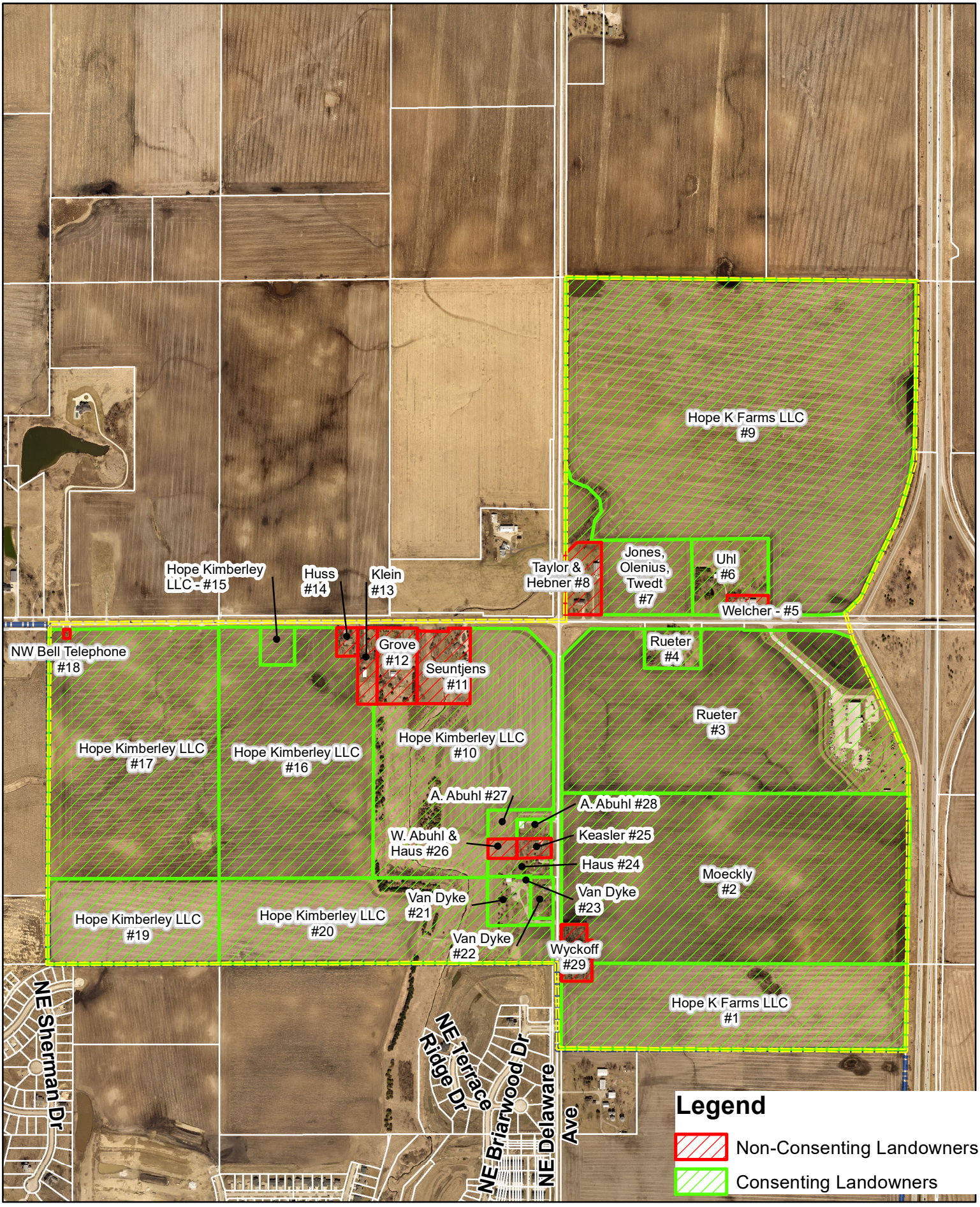
N
SCALE
0' 150' 300' 600'

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400
ENGINEER: EKO TECH: MAE

REVISIONS	DATE
REVISED	03/14/2022
REVISED	02/27/2022
PREPARED	08/18/2021

NORTH ANKENY ANNEXATION
ANNEXATION MAP
ANKENY, IOWA

1/1
2108.649



N

1 inch = 950 feet

Date: 3/17/2022

Hope Kimberley LLC Annexation
Landowners

Ankeny
bringing it all together.

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-38: Proposed 2022 Asphalt Street Resurfacing Program - SW Ordnance Road

EXECUTIVE SUMMARY:

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1,675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, April 12, 2022**.** Three (3) bids were received as follows:

1. OMG Midwest, Inc. dba Des Moines Asphalt & Paving $280,201.23

2. InRoads, LLC $299,472.07

3. Grimes Asphalt and Paving Corp. $327,361.00

The Engineer's Estimate for the project was $324,371.00. The bids were approximately 14% below to 1% above the estimate. OMG Midwest, Inc. dba Des Moines Asphalt & Paving has completed similar projects for the City of Ankeny. It is recommended that the project be awarded to OMG Midwest, Inc. dba Des Moines Asphalt & Paving of Ankeny, Iowa.

Pending project approval and award by the City Council, the Contractor will be required to start the project no earlier than June 6, 2022, and no later than June 27, 2022.

The contractor shall substantially complete the project no later than July 29, 2022. Substantial completion shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic.

The contractor shall fully complete the project no later than August 19, 2022. Full completion shall be defined as all work, including pavement markings and surface restoration, completed, and all improvements ready for final acceptance.

FISCAL IMPACT: **??No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($324,371.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 Asphalt Street Resurfacing Program - SW Ordnance Road project.

3. Receive and file the report of bids received on April 12, 2022.

4. Approve Resolution, making award of construction contract to OMG Midwest, Inc. dba Des Moines

Asphalt & Paving of Ankeny, Iowa.

5. Approve Resolution, approving contract and bonds with OMG Midwest, Inc. dba Des Moines Asphalt & Paving in the amount of $280,201.23.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 21, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as April 12, 2022, and setting the public hearing date as April 18, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-38.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2022-38 **5:30 P.M.** **APRIL 18, 2022**

PROPOSED 2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

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 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project. Notice of this hearing was published in the Des Moines Register on the 1st 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, Mark Mueller, Public Works 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 2022-38.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD", 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

WHEREAS, on the **21st** day of **March**, 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 2022 Asphalt Street Resurfacing Program -SW Ordnance Road; 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 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **APRIL 12, 2022**

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 324,371.—

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Des Moines Asphalt + Paving PO Box 3365 Des Moines, IA 50316	$ 280,201.23	
2) ✓	Inroads LLC 4224 Hubbell Ave Des Moines, IA 50317	$ 299,472.07	
3) ✓	Grimes Asphalt + Paving PO Box 3374 Des Moines, IA 50316	$ 327,361.—	
4)			
5)			
6)			

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 18, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

Bid Tabulation

2022 Asphalt Street Resurfacing Program - SW Ordnance Road

SW Railroad Drive to South Ankeny Boulevard

April 12, 2022

				Engineer's Estimate			OMG Midwest, Inc. dba Des Moines Ashpalt & Paving			InRoads, LLC			Grimes Asphalt and Paving Corp		
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**
		EARTHWORK													
2.01	2010-D-3	Topsoil, Off-site	CY	308	$60.00	$18,480.00	308	$100.00	$30,800.00	308	$125.00	$38,500.00	308	$93.50	$28,798.00
2.02	2010-E	Excavation, Class 13, For Widening	CY	369	$35.00	$12,915.00	369	$25.00	$9,225.00	369	$42.00	$15,498.00	369	$79.00	$29,151.00
		STREETS AND RELATED WORK													
7.01	7020-A	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	182	$100.00	$18,200.00	182	$102.25	$18,609.50	182	$96.50	$17,563.00	182	$118.00	$21,476.00
7.02	7020-A	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	618	$100.00	$61,800.00	618	$95.80	$59,204.40	618	$94.00	$58,092.00	618	$100.00	$61,800.00
7.03	7020-A	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	641	$100.00	$64,100.00	641	$95.80	$61,407.80	641	$94.00	$60,254.00	641	$100.00	$64,100.00
7.04	7030-A	Removal of Sidewalk	SY	63	$15.00	$945.00	63	$20.00	$1,260.00	63	$38.04	$2,396.52	63	$33.00	$2,079.00
7.05	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	38	$70.00	$2,660.00	38	$100.00	$3,800.00	38	$82.00	$3,116.00	38	$121.00	$4,598.00
7.06	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	$80.00	$2,000.00	25	$150.00	$3,750.00	25	$96.00	$2,400.00	25	$103.00	$2,575.00
7.07	7030-G	Detectable Warnings, Galvanized Steel	SF	32	$60.00	$1,920.00	32	$75.00	$2,400.00	32	$62.00	$1,984.00	32	$72.00	$2,304.00
7.08	7040-A	Full Depth Patches, PCC, Class C, 8" Thick	SY	229	$130.00	$29,770.00	229	$110.00	$25,190.00	229	$195.00	$44,655.00	229	$160.00	$36,640.00
7.09	7040-G	Milling, HMA, 2" Depth	SY	5,239	$4.00	$20,956.00	5,239	$2.10	$11,001.90	5,239	$2.45	$12,835.55	5,239	$3.00	$15,717.00
		TRAFFIC CONTROL													
8.01	8020-C	Painted Pavement Markings, Durable	STA	79	$375.00	$29,625.00	79	$92.00	$7,268.00	79	$92.00	$7,268.00	79	$153.00	$12,087.00
8.02	8020-G	Painted Symbols and Legends, Durable	EA	2	$300.00	$600.00	2	$350.00	$700.00	2	$350.00	$700.00	2	$240.00	$480.00
8.03	8020-M	Grooves Cut for Pavement Markings	STA	78	$350.00	$27,300.00	78	$55.00	$4,290.00	78	$55.00	$4,290.00	78	$90.00	$7,020.00
8.04	8020-N	Grooves Cut for Symbols and Legends	EA	2	$250.00	$500.00	2	$175.00	$350.00	2	$175.00	$350.00	2	$353.00	$706.00
8.05	8030-A	Temporary Traffic Control	LS	1	$10,000.00	$10,000.00	1	$11,594.63	$11,594.63	1	$13,500.00	$13,500.00	1	$16,500.00	$16,500.00
8.06	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00	10	$175.00	$1,750.00	10	$175.00	$1,750.00	10	$240.00	$2,400.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.3	$3,500.00	$1,050.00	0.3	$1,500.00	$450.00	0.3	$1,500.00	$450.00	0.3	$1,800.00	$540.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	0.3	$3,500.00	$1,050.00	0.3	$6,000.00	$1,800.00	0.3	$2,800.00	$840.00	0.3	$7,100.00	$2,130.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$5,000.00	$3,000.00	1	$6,000.00	$3,600.00	1	$3,800.00	$2,280.00	1	$7,100.00	$4,260.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	$15,000.00	$15,000.00	1	$20,500.00	$20,500.00	1	$10,000.00	$10,000.00	1	$10,000.00	$10,000.00
11.02	11,050-A	Concrete Washout	LS	1	$1,000.00	$1,000.00	1	$1,250.00	$1,250.00	1	$750.00	$750.00	1	$2,000.00	$2,000.00
		TOTAL AMOUNT BID =				**$324,371.00**			**$280,201.23**			**$299,472.07**			**$327,361.00**

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD", 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

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 2022 Asphalt Street Resurfacing Program -SW Ordnance Road, described in the plans and specifications heretofore adopted by this Council on April 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **OMG Midwest, Inc. dba Des Moines Asphalt & Paving** of **Ankeny, Iowa**

Amount of bid: **$280,201.23**

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 18th day of April, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD", 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

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 2022 Asphalt Street Resurfacing Program -SW Ordnance Road, 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: **OMG Midwest, Inc. dba Des Moines Asphalt & Paving** of **Ankeny, Iowa**

Amount of bid: **$280,201.23**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 18th day of April, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of April, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and OMG Midwest, Inc. dba Des Moines Asphalt & Paving, hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Eighty Thousand, Two Hundred One and 23/100 DOLLARS ($280,201.23), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the project no later than **July 29, 2022.** Substantially complete shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **August 19, 2022.** Fully complete shall be defined as all work, including pavement markings and surface restoration, 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).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

OMG Midwest, Inc. dba
Des Moines Asphalt & Paving
Contractor

By: _____
Signature

Estimating Manager
Title

2401 SE Tones Dr., Suite 13
Street Address

Ankeny, IA 50021
City, State, Zip Code

515-262-8296
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 0 2 4 - 0 6 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 12th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan Nalevanko and _____, to me known, who, being by me duly sworn, did say that they are the Estimating Manager, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jonathan Nalevanko and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Heidi R. Veach

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

HEIDI R. VEACH
Commission Number 701199
My Commission Expires
January 14, 2024

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Off-site	CY	308	$100.00	$30,800.00
2.02	Excavation, Class 13, For Widening	CY	369	$25.00	$9,225.00
	STREETS AND RELATED WORK				
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	182	$102.25	$18,609.50
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	618	$95.80	$59,204.40
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	641	$95.80	$61,407.80
7.04	Removal of Sidewalk	SY	63	$20.00	$1,260.00
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	38	$100.00	$3,800.00
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	25	$150.00	$3,750.00
7.07	Detectable Warnings, Galvanized Steel	SF	32	$75.00	$2,400.00
7.08	Full Depth Patches, PCC, Class C, 8" Thick	SY	229	$110.00	$25,190.00
7.09	Milling, HMA, 2" Depth	SY	5,239	$2.10	$11,001.90
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	79.0	$92.00	$7,268.00
8.02	Painted Symbols and Legends, Durable	EA	2.0	$350.00	$700.00
8.03	Grooves Cut for Pavement Markings	STA	78.0	$55.00	$4,290.00
8.04	Grooves Cut for Symbols and Legends	EA	2.0	$175.00	$350.00
8.05	Temporary Traffic Control	LS	1	$11,594.63	$11,594.63
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	10	$175.00	$1,750.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.3	$1,500.00	$450.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.3	$6,000.00	$1,800.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.6	$6,000.00	$3,600.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	$20,500.00	$20,500.00
11.02	Concrete Washout	LS	1	$1,250.00	$1,250.00

TOTAL CONTRACT AMOUNT = $280,201.23

Bond No. 9402283

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, OMG Midwest, Inc. dba Des Moines Asphalt & Paving, as Principal (hereinafter the "Contractor" or "Principal") and **Fidelity and Deposit Company of Maryland**, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Eighty Thousand, Two Hundred One and 23/100 DOLLARS ($280,201.23), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 18th day of April, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 18th day of April, 20 22.

Surety Countersigned By:

n/a
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

OMG Midwest, Inc. dba
Des Moines Asphalt and Paving
Contractor

By: [signature]
Signature

Estimating Manager
Title

SURETY:

Fidelity and Deposit Company of Maryland
Surety Company

By: [signature]
Signature Attorney-in-Fact Officer

Linda Nipper, IA License No. 5451607
Printed Name of Attorney-in-Fact Officer

Marsh USA Inc.
Company Name

15 W South Temple Ste 700
Company Address

Salt Lake City UT 84101
City, State, Zip Code

801.533.3629
Company Telephone Number

NOTE:

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

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Linda Nipper, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2022

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 Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com
INSURED OMG Midwest, Inc. (182-ANK) DBA Des Moines Asphalt & Paving PO BOX 3365 Des Moines IA 50316	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 67676279 **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 ✓ Primary/Non-Contributory ✓ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	TB2-C81-004095-111 XCU Coverage Included	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $50,000 $2,000,000 $2,000,000 $2,000,000 $
A A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	AS2-C81-004095-121 AS2-C81-054502-521 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2021 9/1/2021	9/1/2022 9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WA7-C8D-004095-021 All except OH, ND, WA, WY WC7-C81-004095-011 WI, MN	9/1/2021 9/1/2021	9/1/2022 9/1/2022	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

RE: Project: 2022 Asphalt Street Resurfacing Program – SW Ordnance Road.
City of Ankeny is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Ankeny
410 W. 1st Street
Ankeny IA 50023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie P. Reece

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POLICY NUMBER: AS2-C81-004095-121

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): City of Ankeny 410 W. 1st St. Ankeny, IA 50023 2022 Asphalt Street Resurfacing Program - SW Ordnance Road Location Code: 182-ANK **Premium:** $ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

POLICY NUMBER: AS2-C81-004095-121

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Ankeny 410 W. 1st St. Ankeny, IA 50023 2022 Asphalt Street Resurfacing Program - SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© ISO Properties, Inc., 2012

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Ankeny 410 W. 1st St. Ankeny, IA 50023	2022 Asphalt Street Resurfacing Program – SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

POLICY NUMBER: TB2-C81-004095-111

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Ankeny 410 W. 1st St. Ankeny, IA 50023	2022 Asphalt Street Resurfacing Program – SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: TB2-C81-004095-111

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
City of Ankeny 410 W. 1st St. Ankeny, IA 50023 2022 Asphalt Street Resurfacing Program – SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

All work associated with:
City of Ankeny
410 W. 1st St.
Ankeny, IA 50023
2022 Asphalt Street Resurfacing Program - SW Ordnance Road
Location Code: 182-ANK

Premium is included in the applicable state blanket waiver's premium charge.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-021 Effective Date 04/12/2022 Premium $

Issued to CRH Americas, Inc. Endorsement No.

© 1983 National Council on Compensation Insurance.

city of Ankeny
bringing it all together

2022 Asphalt Street Resurfacing Program - SW Ordnance Road
Map is for Locational Purposes Only.

W S N E

1 in = 200 ft
Date: 3/10/2022

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-39:

Proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive

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EXECUTIVE SUMMARY:

The NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in the City of Ankeny 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.

The construction improvements include approximately 21,000 SY of 9” thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of

water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

The bid opening for this project was held on Tuesday, April 12, 2022. Three (3) bids were received as follows:

1. Concrete Technologies, Inc. $5,843,510.25
2. Absolute Concrete Construction, Inc. $5,069,501.00
3. Alliance Construction Group LLC $5,623,359.50

The Engineer's Estimate for the project was $4,733,116.00. The bids ranged from approximately 7% to 23% above the estimate. Absolute Concrete Construction has completed similar projects for the City of Ankeny. It is recommended that the project be awarded to Absolute Concrete Construction of Slater, Iowa.

Pending project approval and award by the City Council, the Contractor will be required to start the project no later than May 9, 2022.

The contractor shall substantially complete the overall project within 190 working days. Substantial completion shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new streets, driveways, and sidewalks fully open to traffic and the new traffic signal fully operational. The contractor shall fully complete the overall project within fifteen (15) working days commencing on a mutually agreed upon date following substantial completion. Full completion shall be defined as all work, including permanent surface restoration, completed and all improvements ready for final acceptance.

The contractor shall substantially complete the work in Stage 1, Stage 2, and Stage 3 of the project no later than October 10, 2022.

FISCAL IMPACT: **??No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost ($4,733,116.00), and enhancement of payment.

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

3. Receive and file the report of bids received on April 12, 2022.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction of Slater, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction in the amount of $5,069,501.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 21, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as April 12, 2022, and setting the public hearing date as April 18, 2022.

PUBLIC OUTREACH EFFORTS:

City staff members have been discussing the project with property owners since early fall 2021. Regular updates will be provided to the property owners and residents during construction.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-39.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2022-39 **5:30 P.M.** **APRIL 18, 2022**

PROPOSED NE 36TH STREET RECONSTRUCTION PROJECT – INTERSTATE 35 TO NE FOUR MILE DRIVE

Mayor:

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.

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 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 2022-39.

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, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" 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, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

WHEREAS, on the **21st** day of **March**, 2022, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk of the City of Ankeny, Iowa, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, within the corporate limits; and

WHEREAS, the plans and specifications are consistent and in compliance with the final grades heretofore established by ordinance for all streets to be improved; and

WHEREAS, notice of hearing on plans, specifications, form of contract, estimate of cost and enhancement of payment 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, estimate of cost and enhancement of payment are hereby approved as the plans, specifications, form of contract, estimate of cost and enhancement of payment for the improvements for the project.

Section 2. If the Contractor succeeds in substantial completion of the overall project on or before Saturday, December 17, 2022, an enhancement of payment in the amount of Fifty Thousand Dollars ($50,000) will be issued to the Contractor.

PASSED AND APPROVED this 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **APRIL 12, 2022**

NE 36TH STREET RECONSTRUCTION PROJECT – INTERSTATE 35 TO NE FOUR MILE DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the NE 36th Street Reconstruction Project – Interstate 35 to NE Four Mile Drive project in accordance with the Plans and Specifications prepared by HR Green.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 4,733,116.-

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Concrete Technologies Inc 1001 SE 37th St Grimes IA 50111	$5,843,510.25	✓
2) ✓	Absolute Concrete PO Box 148 Slater IA 50244	$5,069,501.-	✓
3) ✓	Alliance Construction Group LLC 9400 Plum Dr Ste 100 Urbandale IA 50322	$5,623,359.50	✓
4)			
5)			
6)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 18, 2022 at 5:30 P.M.

Mark Mueller
Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK													
2.01	2010-C	Clearing and Grubbing	LS	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 8,000.00	$ 8,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 2,750.00	$ 2,750.00
2.02	2010-D-1	Topsoil, On-Site	CY	3,577.00	$ 20.00	$ 71,540.00	3,577.00	$ 10.00	$ 35,770.00	3,577.00	$ 16.50	$ 59,020.50	3,577.00	$ 16.50	$ 59,020.50
2.03	2010-D-3	Topsoil, Off-Site	CY	1,649.00	$ 30.00	$ 49,470.00	1,649.00	$ 15.00	$ 24,735.00	1,649.00	$ 55.00	$ 90,695.00	1,649.00	$ 55.00	$ 90,695.00
2.04	2010-E	Excavation, Class 10, Import	CY	8,208.00	$ 16.00	$ 131,328.00	8,208.00	$ 8.00	$ 65,664.00	8,208.00	$ 11.00	$ 90,288.00	8,208.00	$ 11.00	$ 90,288.00
2.05	2010-E	Excavation, Class 10, Roadway and Borrow	CY	12,832.00	$ 10.00	$ 128,320.00	12,832.00	$ 8.00	$ 102,656.00	12,832.00	$ 4.50	$ 57,744.00	12,832.00	$ 4.50	$ 57,744.00
2.06	2010-G	Subgrade Preparation, 6"	SY	13,830.00	$ 3.00	$ 41,490.00	13,830.00	$ 1.50	$ 20,745.00	13,830.00	$ 2.75	$ 38,032.50	13,830.00	$ 3.00	$ 41,490.00
2.07	2010-G	Subgrade Preparation, 9"	SY	10,488.00	$ 4.00	$ 41,952.00	10,488.00	$ 3.00	$ 31,464.00	10,488.00	$ 3.75	$ 39,330.00	10,488.00	$ 4.00	$ 41,952.00
2.08	2010-J	Subbase, Modified, 6"	SY	24,318.00	$ 12.00	$ 291,816.00	24,318.00	$ 12.00	$ 291,816.00	24,318.00	$ 14.00	$ 340,452.00	24,318.00	$ 14.50	$ 352,611.00
2.09	2010-J	Subbase, Modified, Asphalt Millings, 3"	SY	513.00	$ 20.00	$ 10,260.00	513.00	$ 9.00	$ 4,617.00	513.00	$ 13.00	$ 6,669.00	513.00	$ 13.00	$ 6,669.00
2.10	2010-K-1	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00	$ 800.00	$ 4,800.00	6.00	$ 1,000.00	$ 6,000.00	6.00	$ 2,700.00	$ 16,200.00	6.00	$ 2,750.00	$ 16,500.00
2.11	2010-K-2-c	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00	$ 50.00	$ 12,600.00	252.00	$ 21.00	$ 5,292.00	252.00	$ 16.00	$ 4,032.00	252.00	$ 16.50	$ 4,158.00
2.12	2010-K-3-a	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00	$ 10.00	$ 6,630.00	663.00	$ 15.00	$ 9,945.00	663.00	$ 11.00	$ 7,293.00	663.00	$ 11.00	$ 7,293.00
2.13	2010-M	Compaction Testing	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 11,000.00	$ 11,000.00	1.00	$ 11,000.00	$ 11,000.00
2.14	2010-999-A	Below Grade Excavation (Core Out)	CY	100.00	$ 40.00	$ 4,000.00	100.00	$ 8.00	$ 800.00	100.00	$ 10.00	$ 1,000.00	100.00	$ 5.50	$ 550.00
2.15	2999-A	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00	$ 30.00	$ 3,900.00	130.00	$ 35.00	$ 4,550.00	130.00	$ 60.00	$ 7,800.00	130.00	$ 60.50	$ 7,865.00
2.16	2999-B	Locating and Repairing Field Tile	STA	30.00	$ 200.00	$ 6,000.00	30.00	$ 2,200.00	$ 66,000.00	30.00	$ 2,500.00	$ 75,000.00	30.00	$ 1,650.00	$ 49,500.00
		TRENCH EXCAVATION AND BACKFILL													
3.01	3010-F	Trench Compaction Testing	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 22,000.00	$ 22,000.00	1.00	$ 11,000.00	$ 11,000.00
		SEWERS AND DRAINS													
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00	$ 175.00	$ 28,175.00	161.00	$ 130.00	$ 20,930.00	161.00	$ 145.00	$ 23,345.00	161.00	$ 275.00	$ 44,275.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00	$ 125.00	$ 84,875.00	679.00	$ 94.00	$ 63,826.00	679.00	$ 100.00	$ 67,900.00	679.00	$ 115.00	$ 78,085.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00	$ 150.00	$ 104,400.00	696.00	$ 96.00	$ 66,816.00	696.00	$ 105.00	$ 73,080.00	696.00	$ 125.00	$ 87,000.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00	$ 175.00	$ 39,375.00	225.00	$ 121.00	$ 27,225.00	225.00	$ 130.00	$ 29,250.00	225.00	$ 150.00	$ 33,750.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00	$ 215.00	$ 46,440.00	216.00	$ 158.00	$ 34,128.00	216.00	$ 175.00	$ 37,800.00	216.00	$ 170.00	$ 36,720.00
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00	$ 250.00	$ 190,750.00	763.00	$ 200.00	$ 152,600.00	763.00	$ 225.00	$ 171,675.00	763.00	$ 250.00	$ 190,750.00
4.07	4020-D	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00	$ 35.00	$ 18,480.00	528.00	$ 32.00	$ 16,896.00	528.00	$ 35.00	$ 18,480.00	528.00	$ 71.50	$ 37,752.00
4.08	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00	$ 175.00	$ 29,050.00	166.00	$ 146.00	$ 24,236.00	166.00	$ 160.00	$ 26,560.00	166.00	$ 160.00	$ 26,560.00
4.09	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00	$ 300.00	$ 56,400.00	188.00	$ 271.00	$ 50,948.00	188.00	$ 300.00	$ 56,400.00	188.00	$ 275.00	$ 51,700.00
4.10	4030-B	Pipe Apron, RCP, 24" Dia.	EA	4.00	$ 2,000.00	$ 8,000.00	4.00	$ 2,700.00	$ 10,800.00	4.00	$ 3,000.00	$ 12,000.00	4.00	$ 5,500.00	$ 22,000.00
4.11	4030-B	Pipe Apron, RCP, 36" Dia.	EA	1.00	$ 2,500.00	$ 2,500.00	1.00	$ 4,500.00	$ 4,500.00	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 6,600.00	$ 6,600.00
4.12	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 3,000.00	$ 12,000.00	4.00	$ 4,700.00	$ 18,800.00	4.00	$ 5,200.00	$ 20,800.00	4.00	$ 6,930.00	$ 27,720.00
4.13	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00	$ 500.00	$ 2,000.00	4.00	$ 715.00	$ 2,860.00	4.00	$ 775.00	$ 3,100.00	4.00	$ 2,750.00	$ 11,000.00
4.14	4030-C	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00	$ 750.00	$ 750.00	1.00	$ 715.00	$ 715.00	1.00	$ 775.00	$ 775.00	1.00	$ 3,300.00	$ 3,300.00
4.15	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 1,000.00	$ 4,000.00	4.00	$ 715.00	$ 2,860.00	4.00	$ 775.00	$ 3,100.00	4.00	$ 3,850.00	$ 15,400.00
4.16	4030-D	Pipe Apron Guard	EA	7.00	$ 1,500.00	$ 10,500.00	7.00	$ 3,400.00	$ 23,800.00	7.00	$ 3,700.00	$ 25,900.00	7.00	$ 2,750.00	$ 19,250.00
4.17	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00	$ 20.00	$ 102,480.00	5,124.00	$ 30.00	$ 153,720.00	5,124.00	$ 35.00	$ 179,340.00	5,124.00	$ 21.25	$ 108,885.00
4.18	4040-C	Subdrain Cleanout, Type B, 24"	EA	2.00	$ 2,000.00	$ 4,000.00	2.00	$ 3,000.00	$ 6,000.00	2.00	$ 3,300.00	$ 6,600.00	2.00	$ 1,925.00	$ 3,850.00
4.19	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00	$ 800.00	$ 9,600.00	12.00	$ 540.00	$ 6,480.00	12.00	$ 575.00	$ 6,900.00	12.00	$ 415.00	$ 4,980.00
4.20	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00	$ 400.00	$ 16,000.00	40.00	$ 211.00	$ 8,440.00	40.00	$ 230.00	$ 9,200.00	40.00	$ 360.00	$ 14,400.00

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		WATER MAINS AND APPURTENANCES													
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00	$ 100.00	$ 12,000.00	120.00	$ 95.00	$ 11,400.00	120.00	$ 100.00	$ 12,000.00	120.00	$ 495.00	$ 59,400.00
5.02	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,700.00	$ 2,700.00	1.00	$ 2,750.00	$ 2,750.00
5.03	5010-C-1	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 850.00	$ 850.00	1.00	$ 900.00	$ 900.00	1.00	$ 5,500.00	$ 5,500.00
5.04	5010-H	Water Main Removal, PVC, 3"	LF	1,370.00	$ 10.00	$ 13,700.00	1,370.00	$ 15.00	$ 20,550.00	1,370.00	$ 16.00	$ 21,920.00	1,370.00	$ 16.50	$ 22,605.00
5.05	5020-C	Fire Hydrant Assembly	EA	2.00	$ 7,000.00	$ 14,000.00	2.00	$ 8,000.00	$ 16,000.00	2.00	$ 8,800.00	$ 17,600.00	2.00	$ 8,250.00	$ 16,500.00
5.06	5020-F	Valve Box Adjustment (Minor)	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 331.00	$ 331.00	1.00	$ 375.00	$ 375.00	1.00	$ 550.00	$ 550.00
5.07	5020-J	Fire Hydrant Assembly Removal	EA	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 1,563.00	$ 1,563.00	1.00	$ 1,700.00	$ 1,700.00	1.00	$ 3,850.00	$ 3,850.00
5.08	5020-999-A	Flushing Device (Blowoff) Removal, 3"	EA	1.00	$ 500.00	$ 500.00	1.00	$ 960.00	$ 960.00	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 3,850.00	$ 3,850.00
		STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	6010-A	Manhole, SW-301, 48 inch	EA	2.00	$ 6,000.00	$ 12,000.00	2.00	$ 12,000.00	$ 24,000.00	2.00	$ 13,000.00	$ 26,000.00	2.00	$ 22,000.00	$ 44,000.00
6.02	6010-A	Manhole, SW-401, 72 inch	EA	1.00	$ 14,000.00	$ 14,000.00	1.00	$ 6,700.00	$ 6,700.00	1.00	$ 7,000.00	$ 7,000.00	1.00	$ 16,500.00	$ 16,500.00
6.03	6010-A	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00	$ 6,000.00	$ 6,000.00	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 13,000.00	$ 13,000.00	1.00	$ 13,200.00	$ 13,200.00
6.04	6010-B	Intake, SW-505 with SW-603 Type R Casting	EA	9.00	$ 6,000.00	$ 54,000.00	9.00	$ 7,500.00	$ 67,500.00	9.00	$ 8,000.00	$ 72,000.00	9.00	$ 11,000.00	$ 99,000.00
6.05	6010-B	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00	$ 10,000.00	$ 110,000.00	11.00	$ 13,000.00	$ 143,000.00	11.00	$ 14,000.00	$ 154,000.00	11.00	$ 16,500.00	$ 181,500.00
6.06	6010-B	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00	$ 14,000.00	$ 14,000.00	1.00	$ 21,000.00	$ 21,000.00	1.00	$ 23,000.00	$ 23,000.00	1.00	$ 22,000.00	$ 22,000.00
6.07	6010-B	Intake, SW-512, 24 inch	EA	1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,400.00	$ 5,400.00	1.00	$ 3,850.00	$ 3,850.00
6.08	6010-G	Connection to Existing Intake	EA	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 5,200.00	$ 5,200.00	1.00	$ 5,700.00	$ 5,700.00	1.00	$ 5,500.00	$ 5,500.00
6.09	6010-H	Remove Intake, SW-506	EA	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,200.00	$ 2,200.00	1.00	$ 2,400.00	$ 2,400.00	1.00	$ 3,850.00	$ 3,850.00
6.10	6010-H	Remove Intake, SW-512	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,600.00	$ 1,600.00	1.00	$ 1,700.00	$ 1,700.00	1.00	$ 3,850.00	$ 3,850.00
6.11	6010-H	Remove Intake, Field Tile	EA	1.00	$ 500.00	$ 500.00	1.00	$ 730.00	$ 730.00	1.00	$ 800.00	$ 800.00	1.00	$ 550.00	$ 550.00
		STREETS AND RELATED WORK													
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	20,977.00	$ 80.00	$ 1,678,160.00	20,977.00	$ 90.00	$ 1,887,930.00	20,977.00	$ 95.00	$ 1,992,815.00	20,977.00	$ 97.50	$ 2,045,257.50
7.02	7010-E	Curb and Gutter, 3.0', 9", Wide	LF	227.00	$ 60.00	$ 13,620.00	227.00	$ 43.00	$ 9,761.00	227.00	$ 65.00	$ 14,755.00	227.00	$ 37.00	$ 8,399.00
7.03	7010-G	Concrete Median, 6"	SY	241.00	$ 100.00	$ 24,100.00	241.00	$ 74.00	$ 17,834.00	241.00	$ 95.00	$ 22,895.00	241.00	$ 90.00	$ 21,690.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	214.00	$ 50.00	$ 10,700.00	214.00	$ 35.00	$ 7,490.00	214.00	$ 50.00	$ 10,700.00	214.00	$ 52.50	$ 11,235.00
7.05	7030-A	Removal of Sidewalk	SY	210.00	$ 15.00	$ 3,150.00	210.00	$ 10.00	$ 2,100.00	210.00	$ 11.00	$ 2,310.00	210.00	$ 11.00	$ 2,310.00
7.06	7030-A	Removal of Driveway	SY	600.00	$ 15.00	$ 9,000.00	600.00	$ 10.00	$ 6,000.00	600.00	$ 11.00	$ 6,600.00	600.00	$ 11.00	$ 6,600.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	497.00	$ 50.00	$ 24,850.00	497.00	$ 57.00	$ 28,329.00	497.00	$ 60.00	$ 29,820.00	497.00	$ 45.00	$ 22,365.00
7.08	7030-E	Sidewalk, PCC, 5"	SY	277.00	$ 60.00	$ 16,620.00	277.00	$ 63.00	$ 17,451.00	277.00	$ 65.00	$ 18,005.00	277.00	$ 49.00	$ 13,573.00
7.09	7030-E	Sidewalk, PCC, 6"	SY	150.00	$ 70.00	$ 10,500.00	150.00	$ 84.00	$ 12,600.00	150.00	$ 100.00	$ 15,000.00	150.00	$ 62.75	$ 9,412.50
7.10	7030-G	Detectable Warning. Cast Iron	SF	123.00	$ 65.00	$ 7,995.00	123.00	$ 65.00	$ 7,995.00	123.00	$ 65.00	$ 7,995.00	123.00	$ 57.50	$ 7,072.50
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	539.00	$ 70.00	$ 37,730.00	539.00	$ 78.00	$ 42,042.00	539.00	$ 80.00	$ 43,120.00	539.00	$ 62.25	$ 33,552.75
7.12	7040-H	Pavement Removal	SY	10,875.00	$ 16.00	$ 174,000.00	10,875.00	$ 10.00	$ 108,750.00	10,875.00	$ 11.00	$ 119,625.00	10,875.00	$ 11.00	$ 119,625.00
7.13	7040-I	Curb and Gutter Removal	LF	227.00	$ 20.00	$ 4,540.00	227.00	$ 10.00	$ 2,270.00	227.00	$ 33.00	$ 7,491.00	227.00	$ 33.00	$ 7,491.00
		TRAFFIC CONTROL													
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	1.00	$ 158,000.00	$ 158,000.00	1.00	$ 275,000.00	$ 275,000.00	1.00	$ 300,000.00	$ 300,000.00	1.00	$ 299,410.00	$ 299,410.00
8.02	8010-999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	4,000.00	$ 0.50	$ 2,000.00	4,000.00	$ 1.50	$ 6,000.00	4,000.00	$ 1.75	$ 7,000.00	4,000.00	$ 1.70	$ 6,800.00
8.03	8010-999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00	$ 1.50	$ 9,450.00	6,300.00	$ 2.00	$ 12,600.00	6,300.00	$ 2.25	$ 14,175.00	6,300.00	$ 2.20	$ 13,860.00
8.04	8010-999-C	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00	$ 1.50	$ 300.00	200.00	$ 2.00	$ 400.00	200.00	$ 2.25	$ 450.00	200.00	$ 2.20	$ 440.00

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
8.05	8010-999-D	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00	$ 0.30	$ 660.00	2,200.00	$ 1.00	$ 2,200.00	2,200.00	$ 1.25	$ 2,750.00	2,200.00	$ 1.10	$ 2,420.00
8.06	8010-999-E	Cable, Fiber Optic, Pull Rope	LF	2,200.00	$ 0.15	$ 330.00	2,200.00	$ 0.75	$ 1,650.00	2,200.00	$ 1.00	$ 2,200.00	2,200.00	$ 0.80	$ 1,760.00
8.07	8010-999-F	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00	$ 12.00	$ 45,600.00	3,800.00	$ 7.00	$ 26,600.00	3,800.00	$ 8.00	$ 30,400.00	3,800.00	$ 7.70	$ 29,260.00
8.08	8010-999-G	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00	$ 12.00	$ 22,800.00	1,900.00	$ 7.00	$ 13,300.00	1,900.00	$ 8.00	$ 15,200.00	1,900.00	$ 7.70	$ 14,630.00
8.09	8010-999-H	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00	$ 2,500.00	$ 12,500.00	5.00	$ 1,800.00	$ 9,000.00	5.00	$ 2,000.00	$ 10,000.00	5.00	$ 1,980.00	$ 9,900.00
8.10	8010-999-I	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00	$ 3,000.00	$ 6,000.00	2.00	$ 2,000.00	$ 4,000.00	2.00	$ 2,200.00	$ 4,400.00	2.00	$ 2,200.00	$ 4,400.00
8.11	8010-999-J	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00	$ 1,500.00	$ 6,000.00	4.00	$ 1,600.00	$ 6,400.00	4.00	$ 1,700.00	$ 6,800.00	4.00	$ 1,760.00	$ 7,040.00
8.12	8010-999-K	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00	$ 2,000.00	$ 6,000.00	3.00	$ 1,800.00	$ 5,400.00	3.00	$ 1,900.00	$ 5,700.00	3.00	$ 1,980.00	$ 5,940.00
8.13	8010-999-L	Splice Enclosure/Case	EA	2.00	$ 1,000.00	$ 2,000.00	2.00	$ 500.00	$ 1,000.00	2.00	$ 550.00	$ 1,100.00	2.00	$ 550.00	$ 1,100.00
8.14	8010-999-M	Fiber Optic Splice	EA	36.00	$ 75.00	$ 2,700.00	36.00	$ 55.00	$ 1,980.00	36.00	$ 60.00	$ 2,160.00	36.00	$ 60.50	$ 2,178.00
8.15	8010-999-N	Fiber Optic Termination	EA	24.00	$ 75.00	$ 1,800.00	24.00	$ 55.00	$ 1,320.00	24.00	$ 60.00	$ 1,440.00	24.00	$ 60.50	$ 1,452.00
8.16	8010-999-O	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	1.00	$ 150.00	$ 150.00	1.00	$ 215.00	$ 215.00	1.00	$ 250.00	$ 250.00	1.00	$ 236.50	$ 236.50
8.17	8010-999-P	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00	$ 550.00	$ 550.00	1.00	$ 585.00	$ 585.00	1.00	$ 650.00	$ 650.00	1.00	$ 643.50	$ 643.50
8.18	8020-C	Painted Pavement Markings, Durable	STA	150.00	$ 100.00	$ 15,000.00	150.00	$ 100.00	$ 15,000.00	150.00	$ 125.00	$ 18,750.00	150.00	$ 110.00	$ 16,500.00
8.19	8020-G	Painted Symbols and Legends, Durable	EA	21.00	$ 250.00	$ 5,250.00	21.00	$ 325.00	$ 6,825.00	21.00	$ 350.00	$ 7,350.00	21.00	$ 357.50	$ 7,507.50
8.20	8020-J	Raised Pavement Markers	EA	170.00	$ 10.00	$ 1,700.00	170.00	$ 9.50	$ 1,615.00	170.00	$ 15.00	$ 2,550.00	170.00	$ 10.50	$ 1,785.00
8.21	8020-M	Grooves Cut for Pavement Markings	STA	140.00	$ 75.00	$ 10,500.00	140.00	$ 85.00	$ 11,900.00	140.00	$ 90.00	$ 12,600.00	140.00	$ 93.50	$ 13,090.00
8.22	8020-N	Grooves Cut for Symbols and Legends	EA	21.00	$ 125.00	$ 2,625.00	21.00	$ 125.00	$ 2,625.00	21.00	$ 140.00	$ 2,940.00	21.00	$ 137.50	$ 2,887.50
8.23	8030-A	Temporary Traffic Control	LS	1.00	$ 50,000.00	$ 50,000.00	1.00	$ 55,000.00	$ 55,000.00	1.00	$ 70,000.00	$ 70,000.00	1.00	$ 92,000.00	$ 92,000.00
8.24	8030-999-A	Portable Dynamic Message Sign (PDMS)	DAY	120.00	$ 150.00	$ 18,000.00	120.00	$ 75.00	$ 9,000.00	120.00	$ 80.00	$ 9,600.00	120.00	$ 82.50	$ 9,900.00
8.25	8999-A	Removal of Type A Sign Assembly	EA	10.00	$ 150.00	$ 1,500.00	10.00	$ 75.00	$ 750.00	10.00	$ 80.00	$ 800.00	10.00	$ 82.50	$ 825.00
8.26	8999-B	Install Type A Sign Assembly	EA	26.00	$ 200.00	$ 5,200.00	26.00	$ 375.00	$ 9,750.00	26.00	$ 425.00	$ 11,050.00	26.00	$ 412.50	$ 10,725.00
8.27	8999-C	Removal and Reinstall Type B Sign Assembly	EA	3.00	$ 1,000.00	$ 3,000.00	3.00	$ 1,750.00	$ 5,250.00	3.00	$ 2,000.00	$ 6,000.00	3.00	$ 1,925.00	$ 5,775.00
8.28	8999-D	PSSTP Anchor Triangular Slip-Base Assembly for Type B Sign Assembly	EA	2.00	$ 1,000.00	$ 2,000.00	2.00	$ 475.00	$ 950.00	2.00	$ 525.00	$ 1,050.00	2.00	$ 522.50	$ 1,045.00
8.29	8999-E	Concrete Footing for Breakaway Type B Sign Post, 2'-8" Dia. x 7'-6"	EA	4.00	$ 2,000.00	$ 8,000.00	4.00	$ 2,000.00	$ 8,000.00	4.00	$ 2,200.00	$ 8,800.00	4.00	$ 2,200.00	$ 8,800.00
8.30	8999-F	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00	$ 200.00	$ 4,400.00	22.00	$ 125.00	$ 2,750.00	22.00	$ 150.00	$ 3,300.00	22.00	$ 137.50	$ 3,025.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70	$ 500.00	$ 4,350.00	8.70	$ 500.00	$ 4,350.00	8.70	$ 250.00	$ 2,175.00	8.70	$ 165.00	$ 1,435.50
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80	$ 2,500.00	$ 14,500.00	5.80	$ 2,500.00	$ 14,500.00	5.80	$ 2,000.00	$ 11,600.00	5.80	$ 1,980.00	$ 11,484.00
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80	$ 3,500.00	$ 20,300.00	5.80	$ 3,800.00	$ 22,040.00	5.80	$ 3,200.00	$ 18,560.00	5.80	$ 3,190.00	$ 18,502.00
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	9,250.00	$ 2.00	$ 18,500.00	9,250.00	$ 2.00	$ 18,500.00	9,250.00	$ 2.50	$ 23,125.00	9,250.00	$ 2.20	$ 20,350.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	240.00	$ 4.00	$ 960.00	240.00	$ 4.00	$ 960.00	240.00	$ 4.00	$ 960.00	240.00	$ 3.30	$ 792.00
9.06	9040-D-2	Filter Sock, Removal	LF	9,490.00	$ 0.50	$ 4,745.00	9,490.00	$ 0.40	$ 3,796.00	9,490.00	$ 1.00	$ 9,490.00	9,490.00	$ 0.40	$ 3,796.00
9.07	9040-G-1	Check Dam, Rock	TON	24.00	$ 50.00	$ 1,200.00	24.00	$ 75.00	$ 1,800.00	24.00	$ 80.00	$ 1,920.00	24.00	$ 82.50	$ 1,980.00
9.08	9040-J-0	Rip Rap, Class E Revetment	TON	131.00	$ 100.00	$ 13,100.00	131.00	$ 75.00	$ 9,825.00	131.00	$ 75.00	$ 9,825.00	131.00	$ 77.00	$ 10,087.00
9.09	9040-J-0	Rip Rap, Erosion Stone	TON	42.00	$ 50.00	$ 2,100.00	42.00	$ 75.00	$ 3,150.00	42.00	$ 75.00	$ 3,150.00	42.00	$ 77.00	$ 3,234.00
9.10	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	7,250.00	$ 2.00	$ 14,500.00	7,250.00	$ 2.00	$ 14,500.00	7,250.00	$ 2.00	$ 14,500.00	7,250.00	$ 1.90	$ 13,775.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00	$ 1.00	$ 7,250.00	7,250.00	$ 0.10	$ 725.00	7,250.00	$ 0.25	$ 1,812.50	7,250.00	$ 0.10	$ 725.00
9.12	9040-O-1	Stabilized Construction Entrance	SY	480.00	$ 20.00	$ 9,600.00	480.00	$ 10.00	$ 4,800.00	480.00	$ 20.00	$ 9,600.00	480.00	$ 16.50	$ 7,920.00
9.13	9040-Q-1	Erosion Control Mulching, Conventional	AC	8.70	$ 3,500.00	$ 30,450.00	8.70	$ 600.00	$ 5,220.00	8.70	$ 700.00	$ 6,090.00	8.70	$ 660.00	$ 5,742.00

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
9.14	9040-T-1	Inlet Protection Device, Drop-in	EA	50.00	$ 175.00	$ 8,750.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 165.00	$ 8,250.00
9.15	9040-T-1	Inlet Protection Device, Surface Applied	EA	50.00	$ 175.00	$ 8,750.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 110.00	$ 5,500.00
9.16	9040-T-2	Inlet Protection Device, Maintenance	EA	100.00	$ 50.00	$ 5,000.00	100.00	$ 25.00	$ 2,500.00	100.00	$ 30.00	$ 3,000.00	100.00	$ 22.00	$ 2,200.00
		DEMOLITION													
10.01	10010-A	Demolition of Building Structures	LS	1.00	$ 25,000.00	$ 25,000.00	1.00	$ 37,500.00	$ 37,500.00	1.00	$ 35,000.00	$ 35,000.00	1.00	$ 16,500.00	$ 16,500.00
		MISCELLANEOUS													
11.01	11020-A	Mobilization	LS	1.00	$ 250,000.00	$ 250,000.00	1.00	$ 500,000.00	$ 500,000.00	1.00	$ 570,000.00	$ 570,000.00	1.00	$ 626,000.00	$ 626,000.00
11.02	11030-A	Maintenance of Postal Service	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 7,237.00	$ 7,237.00
11.03	11050-A	Concrete Washout	LS	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 10,215.00	$ 10,215.00
		TOTAL AMOUNT BID =				**$ 4,733,116.00**			**$ 5,069,501.00**			**$ 5,623,359.50**			**$ 5,843,510.25**

The Council considered the bids received and opened pursuant to resolution of the Council and notice duly published for construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, in accordance with the plans and specifications therefor.

Council Member _____ moved and Council Member _____ seconded the motion as follows:

☒ 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.

The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONTRACT FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

Section 1. That the bid of **Absolute Concrete Construction** of **Slater, Iowa**, in the amount of $**5,069,501.00**, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, described in the plans and specifications heretofore adopted by this Council for the project, after public hearing on published notice required by law, be and is hereby accepted, the same being the lowest responsive, responsible bid received for the work.

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

PASSED AND APPROVED this 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONTRACT AND BOND FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

That the construction contract and bond executed for the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City and proof of insurance coverage be and the same are hereby approved as follows:

Contractor: **Absolute Concrete Construction** of **Slater, Iowa**

Amount of bid: **$5,069,501.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 18th day of April, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of April, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE

The NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project in the City of Ankeny 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.

The improvements include approximately 21,000 SY of 9" thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Million, Sixty-Nine Thousand, Five Hundred One and 00/100 DOLLARS ($5,069,501.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Absolute Concrete Construction Inc.
Contractor

By: _____
Signature

Vice President
Title

1000 W. 6th Ave.
Street Address

Slater, IA 50244
City, State, Zip Code

515-497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0860-62 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

	DIVISION 4	SEWERS AND DRAINS				
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00	$ 130.00	$ 20,930.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00	$ 94.00	$ 63,826.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00	$ 96.00	$ 66,816.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00	$ 121.00	$ 27,225.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00	$ 158.00	$ 34,128.00
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00	$ 200.00	$ 152,600.00
4.07	4020-D	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00	$ 32.00	$ 16,896.00
4.08	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00	$ 146.00	$ 24,236.00
4.09	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00	$ 271.00	$ 50,948.00
4.10	4030-B	Pipe Apron, RCP, 24" Dia.	EA	4.00	$ 2,700.00	$ 10,800.00
4.11	4030-B	Pipe Apron, RCP, 36" Dia.	EA	1.00	$ 4,500.00	$ 4,500.00
4.12	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 4,700.00	$ 18,800.00
4.13	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00	$ 715.00	$ 2,860.00
4.14	4030-C	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00	$ 715.00	$ 715.00
4.15	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 715.00	$ 2,860.00
4.16	4030-D	Pipe Apron Guard	EA	7.00	$ 3,400.00	$ 23,800.00
4.17	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00	$ 30.00	$ 153,720.00
4.18	4040-C	Subdrain Cleanout, Type B, 24"	EA	2.00	$ 3,000.00	$ 6,000.00
4.19	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00	$ 540.00	$ 6,480.00
4.20	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00	$ 211.00	$ 8,440.00
	DIVISION 5	WATER MAINS AND APPURTENANCES				
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00	$ 95.00	$ 11,400.00
5.02	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00	$ 2,500.00	$ 2,500.00
5.03	5010-C-1	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00	$ 850.00	$ 850.00
5.04	5010-H	Water Main Removal, PVC, 3"	LF	1,370.00	$ 15.00	$ 20,550.00

7.10	7030-G	Detectable Warning. Cast Iron	SF	123.00	$ 65.00	$ 7,995.00
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	539.00	$ 78.00	$ 42,042.00
7.12	7040-H	Pavement Removal	SY	10,875.00	$ 10.00	$ 108,750.00
7.13	7040-I	Curb and Gutter Removal	LF	227.00	$ 10.00	$ 2,270.00
	DIVISION 8	TRAFFIC CONTROL				
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	1.00	$ 275,000.00	$ 275,000.00
8.02	8010-999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	4,000.00	$ 1.50	$ 6,000.00
8.03	8010-999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00	$ 2.00	$ 12,600.00
8.04	8010-999-C	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00	$ 2.00	$ 400.00
8.05	8010-999-D	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00	$ 1.00	$ 2,200.00
8.06	8010-999-E	Cable, Fiber Optic, Pull Rope	LF	2,200.00	$ 0.75	$ 1,650.00
8.07	8010-999-F	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00	$ 7.00	$ 26,600.00
8.08	8010-999-G	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00	$ 7.00	$ 13,300.00
8.09	8010-999-H	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00	$ 1,800.00	$ 9,000.00
8.10	8010-999-I	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00	$ 2,000.00	$ 4,000.00
8.11	8010-999-J	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00	$ 1,600.00	$ 6,400.00
8.12	8010-999-K	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00	$ 1,800.00	$ 5,400.00
8.13	8010-999-L	Splice Enclosure/Case	EA	2.00	$ 500.00	$ 1,000.00
8.14	8010-999-M	Fiber Optic Splice	EA	36.00	$ 55.00	$ 1,980.00
8.15	8010-999-N	Fiber Optic Termination	EA	24.00	$ 55.00	$ 1,320.00
8.16	8010-999-O	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	1.00	$ 215.00	$ 215.00
8.17	8010-999-P	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00	$ 585.00	$ 585.00
8.18	8020-C	Painted Pavement Markings, Durable	STA	150.00	$ 100.00	$ 15,000.00
8.19	8020-G	Painted Symbols and Legends, Durable	EA	21.00	$ 325.00	$ 6,825.00
8.20	8020-J	Raised Pavement Markers	EA	170.00	$ 9.50	$ 1,615.00
8.21	8020-M	Grooves Cut for Pavement Markings	STA	140.00	$ 85.00	$ 11,900.00

	DIVISION 10	DEMOLITION				
10.01	10010-A	Demolition of Building Structures	LS	1.00	$ 37,500.00	$ 37,500.00
	DIVISION 11	MISCELLANEOUS				
11.01	11020-A	Mobilization	LS	1.00	$ 500,000.00	$ 500,000.00
11.02	11030-A	Maintenance of Postal Service	LS	1.00	$ 10,000.00	$ 10,000.00
11.03	11050-A	Concrete Washout	LS	1.00	$ 10,000.00	$ 10,000.00

TOTAL CONTRACT AMOUNT = $ 5,069,501.00

Bond No. NIA3931

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Million, Sixty-Nine Thousand, Five Hundred One and 00/100 DOLLARS ($5,069,501.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 18th day of April, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE

The NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project in the City of Ankeny 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.

The improvements include approximately 21,000 SY of 9" thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

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

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

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

subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 18th day of April, 20 22.

Surety Countersigned By:

Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher Risk Management
Company Name

4200 Corporate Drive, Suite 160
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.
Contractor

By:
Signature

Vice President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority 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 23rd day of April , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of April 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.

NOTARIAL SEAL * IOWA *

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

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of April , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	**CONTACT NAME:** JoLynda Hayes **PHONE (A/C, No, Ext):** 515-309-6207 **FAX (A/C, No):** 515-457-8964 **E-MAIL ADDRESS:** JoLynda_Hayes@ajg.com
INSURED Absolute Concrete Construction, Inc. PO Box 148 Slater, IA 50244	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : Ironshore Specialty Insurance Co — 25445 INSURER C : Cincinnati Casualty Company — 28665 INSURER D : BITCO National Insurance Company — 20109 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 814533827 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y		CLP3705237	5/3/2021	5/3/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAP3705235	5/3/2021	5/3/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			CUP2819166	5/3/2021	5/3/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3705238	5/3/2021	5/3/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D C B	Leased/Rented Equip Excess Umbrella Pollution Liability			CLP3705237 EXS0534746 ICELLUW00107934	5/3/2021 5/3/2021 5/3/2021	5/3/2022 5/3/2022 5/3/2022	Ded $1,000 Limit Limit/Agg:$1M/$2M	$1,000,000 $8,000,000 Retention $10,000

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

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

The City of Ankeny is an additional insured on the General Liability policy per form GL 3085 (10/19).

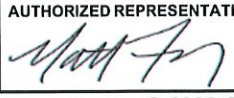
CERTIFICATE HOLDER

City of Ankeny
410 W First St
Ankeny IA 50023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

> No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

> With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance 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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

S. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

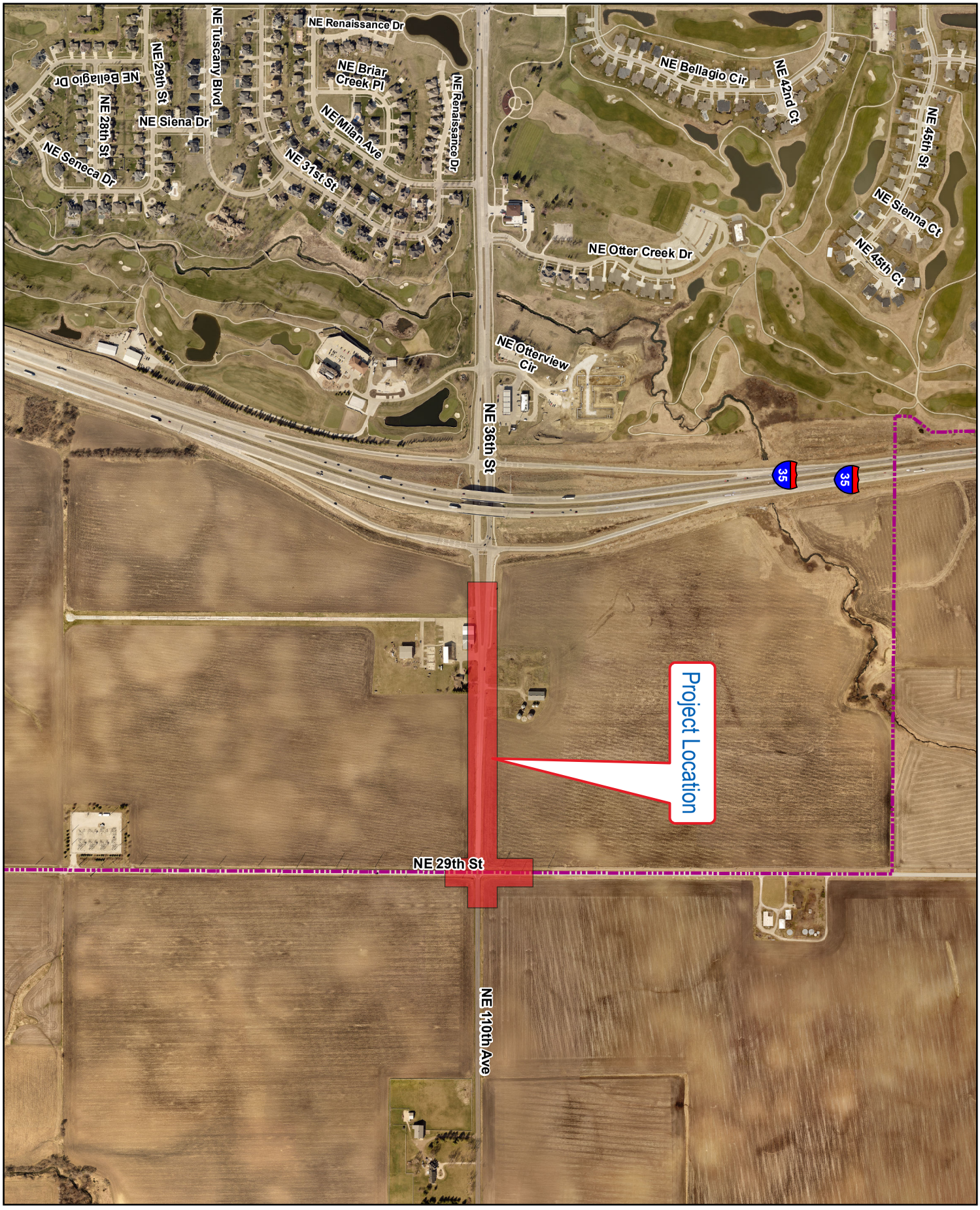
With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



city of Ankeny
bringing it all together

2022 - NE 36th St Reconstruction
Map is for Locational Purposes Only

W S E N

1 in = 800 ft

Date: 12/17/2021

DEPARTMENT OF MUNICIPAL UTILITIES

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-40: Proposed amendment to 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 from R-1, One-Family Residence District to PUD, Planned Unit Development District.

EXECUTIVE SUMMARY:

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.

Land to the east of the subject rezoning area is zoned R-1 and properties to the south are zoned R-2, One-Family and Two-Family Residence District. The properties to the west are located in Polk County and zoned LDR, Low Density Residential and/or Medium Density Residential. The property to the north is also in the County and zoned AG, Agricultural District.

The subject area is currently zoned R-1; approximately 3/4 of the proposed rezoning is identified in the Ankeny Plan 2040 as LD, Low Density residential with the remaining identified as MDR, Medium Density Residential or NMU, Neighborhood Mixed Use. The proposed land uses within the PUD generally meet the land use and density standards outlined in the Ankeny Plan 2040.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On March 22, 2022, the Plan and Zoning Commission recommended City Council approve the request to rezone property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin from R-1, One-Family Residence District, to PUD, Planned Unit Development District.

PUBLIC OUTREACH EFFORTS:

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

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-40.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance
P&Z Minutes
Staff Report
Applicant Letter
P&Z Stamped Rezoning Map
PUD Document
Color Elevations
Map

PUBLIC HEARING 2022-40 5:30 P.M. APRIL 18, 2022

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY HELEN MOECKLY TRUST AND EDWARD FERRIER & ANNETTE VOEGTLIN

Mayor:

This is the time and place for a public hearing on the matter of the 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 & Ann Voegtlin.

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

TO: PUD, Planned Unit Development District

Layman's Description – approximately 194 acres (+/-) of land adjacent to the northwest quadrant of Ankeny and generally located southeast of the NE 54th Street (NW 118th Avenue) and NW Irvinedale Drive (NW 16th Street) intersection.

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.

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 2022-40.

Mayor

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

Preparer Information: Ruth Hulstrom, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr, Ankeny, IA 50023 Phone: 515-963-3556

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY 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 16th day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Diane Klemme, Deputy Clerk

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

1st Con 4/18/2022 (Public Hearing)
2nd Con 5/2/2022
3rd Con 5/16/2022

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 #4. Fourstar Development LLC request to rezone property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin from R-1, One-Family Residence District to PUD, Planned Unit Development
R.Hulstrom reported that the applicant, Fourstar Development LLC, is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development District. She said the area subject to the proposed rezoning consists of two parcels and totals approximately 194 acres and is located in the northwest quadrant of Ankeny, south of NW 54th Street and east of NW Irvinedale Drive. She noted that the neighboring properties to the east are zoned R-1 while the neighboring properties to the south are zoned R-2, One-Family and Two-Family Residence District. Properties to the west are located in Polk County and zoned LDR, Low Density Residential and/or Medium Density Residential and the property to the north is also in the County and zoned AG, Agricultural District. She stated the proposed rezoning generally aligns with the Ankeny Plan 2040 Future Land Use Map, which identifies the subject area as primarily LDR, Low Density Residential with the remaining area designated as MDR, Medium Density Residential or NMU, Neighborhood Mixed Use. R.Hulstrom presented the Master Plan that was provided by the applicant for this area and explained in detail the proposed zoning uses and bulk regulations for each of the parcel areas represented on the plan. She further shared the proposed street layout for this development, information on the water main, sanitary sewer and stormwater detention basins. She stated 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.

R.Weisheit asked what the zoning designation is for the properties to the south (Area A) of the development. R.Hulstrom said they are zoned R-2 and noted that it will be a mix of single family detached and bi-attached units.

T.Ripper asked for more details on the decision that was made regarding NW State Street and NW Irvinedale Drive. R.Hulstrom said she would provide that in her staff report on March 22, 2022.

Bart Turk, Civil Engineering Consultants, 2400 86th Street, Des Moines representing Fourstar Development, LLC. He said the biggest concern that City staff had was the area for smaller lots. He shared that it has been a trend to develop smaller lots economically. Bart Turk explained that they are proposing to provide some walking trails and open space areas around the detention basins along with a clubhouse and pool, which would be privately owned and part of the HOA. He asked if the Commission had any questions.

There were no questions from the Commission.

Alleman Mayor Robert Kramme, 14000 NE 6th Street, Alleman said the City of Alleman wants to establish the boundary of NW 54th Avenue, on the north side, as their city limits and he hopes the Commission will take that into consideration.

John Ryan, 2922 NW 44th Street, Ankeny, said his concern is the 60% of signatures. He shared that when the developer/representative came by their home, he told them it was already a done deal and requested that they sign the form with no explanation. He chose not sign along with some of his neighbors. He wonders if they were

misleading people, and questions the 60% of signatures from the neighborhood. He thanked the Commission for their time.

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

Chair G.Hunter reminded 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 #4. Fourstar Development LLC request to rezone property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin from R-1, One-Family Residence District to PUD, Planned Unit Development
R.Hulstrom reported that the applicant, Fourstar Development LLC, is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development District. She said the area subject to the proposed rezoning consists of two parcels and totals approximately 194 acres. It is located in the northwest quadrant of Ankeny, south of NW 54th Street and east of NW Irvinedale Drive. She noted that the neighboring properties to the east are zoned R-1 while the neighboring properties to the south are zoned R-2, One-Family and Two-Family Residence District. Properties to the west are located in Polk County and zoned LDR, Low Density Residential and/or Medium Density Residential and the property to the north is also in the County and zoned AG, Agricultural District. She stated the proposed rezoning generally aligns with the Ankeny Plan 2040 Future Land Use Map. R.Hulstrom stated the PUD land use plan divides the subject property into eight distinct designations, Parcels A-K. She said the majority of the property will be low density and explained in detail the proposed zoning uses and bulk regulations for each of the parcel areas represented on the Master Plan. She noted that parkland dedication required for this site is anticipated to be approximately 9.3 acres. She further reviewed the proposed street layout for this development, access points, information on the water main, sanitary sewer and stormwater detention basins. R.Hulstrom addressed the question from Commissioner Ripper about the history leading to the current NW State Street alignment, as shown in the PUD document and addressed the citizen concern regarding the necessary signatures from adjacent property owners. The proposed rezoning is generally consistent with the LD, MDR and NMU land use designations as shown in the Ankeny Plan 2040. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the rezoning request from R-1, One-Family Residence District to PUD, Planned Unit Development District.

A.Renaud asked if the City has had any issues related to snow removal or on-street parking with the existing narrower lots that were approved with other developments. E.Jensen commented that he is not aware of any. R.Weisheit said his observation during snow events in a neighborhood south of Oralabor Road, that it is not unusual to see four cars trying to cram into a driveway. He had the same question, whether 45-foot wide lots are adequate and is glad to see that all homes will be required to have a two-car garage. A.Renaud confirmed with staff the front and rear setbacks for the lots.

G.Hunter commented that he does not feel the layout of the different lot widths in Parcel D are a good fit. R.Hulstrom said she would let the applicant speak further on the layout.

T.Rapp asked about the connection to the property to the east. R.Hulstrom shared that based off the Future Land Use Map, they anticipate NW State Street to continue diagonally through the property from the east and NW Abilene to continue north/northeast up to NW 54th Street.

Bart Turk, Civil Engineering Consultants, 2400 86th Street, Des Moines representing Fourstar Development, LLC said the initial concept was to have a variety of lot widths to accommodate for the market conditions. Their plan is to have a variety of lot widths when they go through the preliminary plat process. He said referencing Parcel D, the objective is to make the lot widths across the street from each other match. Bart Turk reiterated that the current layout is not necessarily how it will actually develop, it is only a concept.

T.Rapp commented that NW State Street bisects the property and is a CIP project of an undetermined time frame. He asked if that will affect the development phasing. E.Carstens said the NW State Street project is in the CIP, a corridor will be reserved. He said it is a unique situation so they will work with the developer as the property develops towards that area.

R.Weisheit said the HOA, clubhouse and pool are amenities that you don't find in most developments and feels most people will be very appreciative of them. He further said the parkland is very nice, but said crossing State Street may be an issue. E.Carstens noted that there will need to be some type of controlled access to the parkland during development. G.Hunter said the house elevations were very nice and there is a good variety of homes.

There were no further questions from the Commission.

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

Plan and Zoning Commission
Staff Report

Meeting Date: March 22, 2022

Agenda Item: Moeckly Property PUD Rezoning-Action
Report Date: March 14, 2022
Prepared By: Ruth Hulstrom RCS
Associate Planner

Staff Recommendation:
That the Plan and Zoning Commission recommend City Council approval of the request by Fourstar Development LLC to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development District.

Project Report:
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.

Land to the east of the subject rezoning area is zoned R-1 and properties to the south are zoned R-2, One-Family and Two-Family Residence District. The properties to the west are located in Polk County and zoned LDR, Low Density Residential and/or Medium Density Residential. The property to the north is also in the County and zoned AG, Agricultural District.

The subject area is currently zoned R-1; approximately ¾ of the proposed rezoning is identified in the Ankeny Plan 2040 as LD, Low Density residential with the remaining identified as MDR, Medium Density Residential or NMU, Neighborhood Mixed Use. The proposed land uses within the PUD generally meet the land use and density standards outlined in the Ankeny Plan 2040.

The PUD land use plan divides the subject property into eight distinct designations. Parcels A-K are all proposed to be single-family detached lots. Parcel A located along the southern boundary of the PUD is proposed to have minimum lot widths of 73 feet and lot areas of 9,500 square feet. Parcels B and C just north of Parcel A are proposed to have minimum 65-foot lot widths and be at least 8,500 square feet. The same standards apply to Parcel D located on the north side of the future NW State Street. Parcels E and F are located on the south side of NW State Street and Parcels G and H are located on the north side. These parcels have minimum lot widths of 51 feet and lot areas of 6,500 square feet. Parcel I-K are anticipated to have minimum lot widths of 45 feet and lot areas of 5,500 square feet. Parcel I is located adjacent to NW Irvinedale Drive in the southwest corner of the proposed PUD. Parcel J is located adjacent to the eastern property line in the southeast corner and Parcel K is located adjacent to NW 54th Street in the northeast corner of the proposed development.

Front and rear yard setbacks for Parcels A-K are proposed to be 30 feet. Side yard setbacks vary, Parcels A-D are proposed to have side yard setbacks of 15 feet with a 5-foot minimum on one side. Parcels E-K are proposed to have side yard setbacks of 10 feet with a 5-minimum on one side. As noted in the PUD document, "Cantilevers are not allowed within any 5' setbacks, to include egress window wells, usable floor, bay windows, and non-usable floor spaces". Any items not covered within the bulk regulations for Parcels A-K will conform to the R-2 district regulations.

Parcel L located in the northwest quadrant of the proposed development, is proposed to be medium density residential with a density of 12 units/acre. Parcel M located just north of Parcel L is anticipated to be high density residential and have a density of approximately 24 units/acre. Parcels L and M will conform to R-3, Multiple-Family Residence District regulations. Parcels N and O in the very northwest corner of the development are anticipated to conform to C-1, Neighborhood Retail Commercial District regulations.

There will be multiple access points into the development. The proposed PUD is divided roughly in half by the future NW State Street. Southerly access into the site will come from NW Irvinedale Drive, NW Cedarwood Drive, NW Westwood Street and NW Abilene Road. NW 54th Street runs along the northern boundary of the subject rezoning with three southerly access points into the development being provided off of NW 54th Street.

A preliminary plat will be needed in order to provide greater detail about street layouts, storm water management, utility extensions, and landscaping buffers. Sanitary sewer is anticipated to be extended from NW Abilene Road north throughout the entire development. The site is fairly flat and the slope of the sanitary will need to occur gradually. Water main is anticipated to be extended from the east side of NW Irvinedale Drive north and then east along the south side of NW 54th Street. Additionally, water main will be extended north from NW Abilene Road to NW State Street. Several locations are identified throughout the development for proposed storm water detention basins. Specific locations for detention are anticipated to be identified with the preliminary platting process.

Parkland dedication required for this site is anticipated to be approximately 9.3 acres. Parcel P located north of NW State Street and adjacent to the east property line, is proposed to provide 8 of the 9.3 acres of parkland dedication needed. The applicant anticipates providing any of the remaining required parkland via payment in lieu of parkland dedication. The final amount of parkland dedication needed will be determined with future final plats.

The PUD document describes the proposed development as utilizing neo traditional architecture. The developer has provided some of the elevations they anticipate using for the single-family detached lots but has stated that they anticipate additional options. The character of the medium- and high-density parcels are proposed to be similar in character to the proposed single-family house styles.

Public Hearing:

The Plan and Zoning Commission held a public hearing on the proposed rezoning on March 8, 2022. During the public hearing there was a discussion of the project from the applicant's

representative as well as questions/comments from the public and the Commission. A complete recap of the discussions and questions can be found in the minutes from the meeting.

Commissioner Ripper inquired about the history leading to the current NW State Street alignment, as shown in the PUD document. The State Street alignment was based on a policy decision that occurred more than 12 years ago and was reflected in the 2010 Ankeny Comprehensive Plan. In 2017, the City Council commissioned and received and filed an engineering study that further supported the corridor alignment. The Ankeny Plan 2040, the most recent comprehensive plan for the City, also includes this same proposed alignment for State Street. Based on these policy decisions, City staff has shared the State Street alignment with any developers who have inquired about purchasing or developing land in this corridor.

State Street is anticipated to serve as the Major Arterial Street potentially connecting the Research Park in Ames to the north, through Ankeny, with the City of Des Moines to the south. NW Irvinedale Drive, located along the west edge of the subject rezoning area, is proposed to tee into NW State Street. From SW Oralabor Road until the point it tees into NW State Street, Irvinedale Drive is considered a Minor Arterial Street. South of SW Oralabor Road, Irvinedale Drive splits into several local residential streets. A number of CIP investments have been made since 2010 to Irvinedale Drive assuming that it would remain a Minor Arterial Street.

A property owner, within 250 feet of the subject rezoning area, raised a concern about whether the applicant had acquired the necessary signatures from adjacent property owners. Before starting a rezoning process, City staff confirms that rezoning petitions have been received from 50 percent of the property owners subject to the rezoning and 60 percent of the property owners within 250 feet of the subject rezoning. In the case of this specific rezoning, City staff confirmed that rezoning petitions were signed by 100 percent of the properties subject to the rezoning and 60.13 percent of property owners within 250 feet of the rezoning area. That included signatures from 33 of the 65 unique property owners within 250 feet of the subject rezoning. Overall, there are 85 properties identified within 250 feet of the subject rezoning but a number of those properties are owned by the same company/person.

Summary:
The proposed rezoning is generally consistent with the LD, MDR and NMU land use designations as shown in the Ankeny Plan 2040. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval of the rezoning request from R-1, One-Family Residence District to PUD, Planned Unit Development District.

CEC

Civil Engineering Consultants, Inc.

March 14, 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 are submitting a PUD rezoning request of the Moeckly property and ask for your review and approval. This parcel is located at the southeast quadrant of NW 54th Street and NW Irvinedale Drive and contains 187.7 acres.

This PUD shall include the extension of NW State Street, a major arterial, as studied by HDR consultants. This major arterial is planned to diagonally bisect this PUD and ultimately align with NW 16th Street at the current intersection of NW Irvinedale Drive and NW 54th Street.

Proposed land uses shall contain low, medium and high density residential and commercial development. Low density residential shall include single family housing having a variety of lot widths and shall blend with the existing residentially zoned property bordering to the south. Medium and high density residential is planned to be located adjacent to the commercial parcels as a logical transition in zoning. The commercial parcels shall be highway oriented located adjacent to the intersection of NW Irvinedale Drive, NW 54th Avenue and the future extension of NW State Street.

This PUD proposes to provide a well-planned expansion of a variety of land uses into the City of Ankeny. Thank you for your consideration.

Sincerely,

CIVIL ENGINEERING CONSULTANTS, INC.

Bart A. Turk. PLA
Project Manager

RECEIVED
MAR 15 2022
CITY OF ANKENY

Cc: Fourstar Development LLC

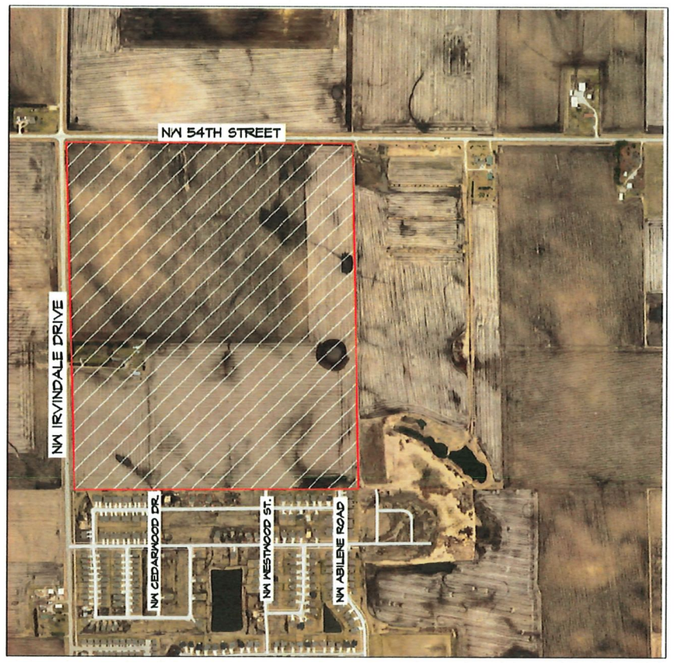
2400 86th Street . Unit 12 . Des Moines, Iowa 50322 . 515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

REZONING SKETCH

MOECKLY PROPERTY

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
edferrier67@gmail.com
NORTH HALF

HELEN MOECKLY TRUST
4825 NW IRVINEDALE DR
ANKENY, IA 50023-7419
SOUTH HALF

DEVELOPER:
FOURSTAR DEVELOPMENT L.L.C
MARK BOCKENSTEADT
1008 NW RIDGE ROAD
ANKENY, IA 50023
515-249-2423
markbock@yahoo.com

PROJECT MANAGER:
BART TURK
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET, #12
DES MOINES, IOWA 50322
515-276-4884
TURK@CECIAC.COM

ZONING/LAND USE

EXISTING: R-1

PROPOSED: PUD

LEGAL DESCRIPTION

THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼) OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

AND

THE SOUTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼) OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date March 23, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter Chairperson
B. Kuykendall Secretary

RECEIVED
MAR 25 2022
CITY OF ANKENY

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceciac.com
CEC

DATE:
02-04-2022
REVISION 03-15-2022
DATE OF SURVEY: ----
DESIGNED BY: BAT
DRAWN BY: MM

MOECKLY PROPERTY
ANKENY, IOWA
COVER

SHEET — OF 2
A-2133

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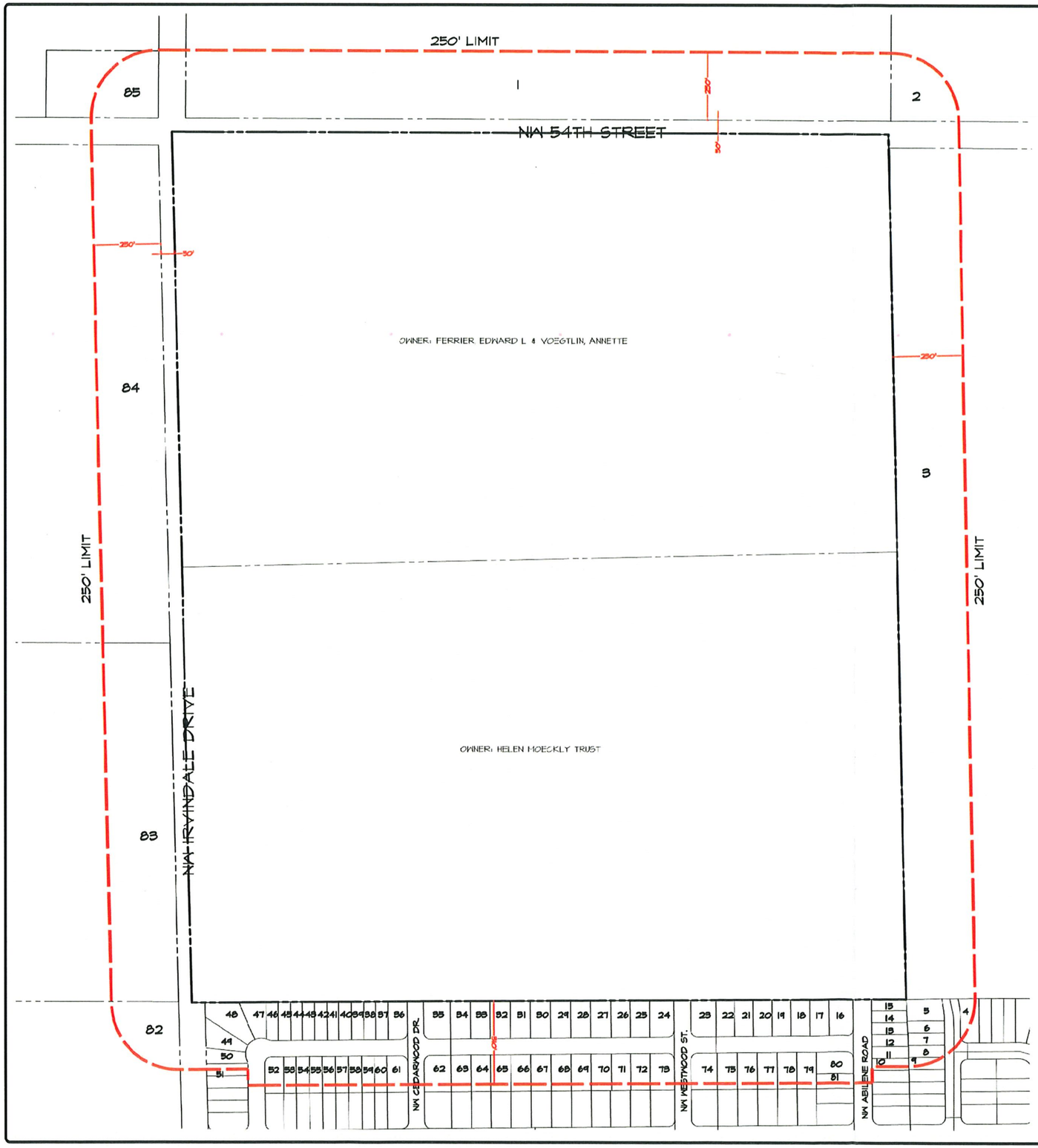

PROPERTY OWNERS

1. HARRISON FARMS LTD
3510 NW 118TH ST
ANKENY, IA 50023-7844
2. MOECKLY FAMILY FARM LLC
4121 NW 110TH AVE
POLK CITY, IA 50226-111
3. HOPE K FARMS LLC
4500 WESTOWN PARKWAY, STE 227
WEST DES MOINES, IA 50266
4. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
5. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
6. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
7. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
8. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
9. RUSSELL SLUITER
4318 NW SHARMIN DR
ANKENY, IA 50023-2178
10. SHERELL STEPHENS
4314 NW ABILENE RD
ANKENY, IA 50023-8366
11. AMY FIERCE
4323 NW ABILENE RD
ANKENY, IA 50023-8366
12. CLASSIC HOLDINGS LLC
8514 NW 23RD CT
ANKENY, IA 50023-0065
13. CLASSIC HOLDINGS LLC
8514 NW 23RD CT
ANKENY, IA 50023-0065
14. STEVEN J HALL
4404 NW ABILENE RD
ANKENY, IA 50023-8367
15. TANELLA M CASE
4413 NW ABILENE RD
ANKENY, IA 50023-8367
16. DANIEL G BUCHEIT
2304 NW 44TH ST
ANKENY, IA 50023-8372
17. ROBERT JOHN BEGHOLD
2308 NW 44TH ST
ANKENY, IA 50023-8372
18. BRENT RANSEN
2312 NW 44TH ST
ANKENY, IA 50023-8372
19. KEVIN T BURNETT
2316 NW 44TH ST
ANKENY, IA 50023-8372
20. TAN G HUYNH
2402 NW 44TH ST
ANKENY, IA 50023-8371
21. RUSSELL SMITH
2406 NW 44TH ST
ANKENY, IA 50023-8371
22. MARK A KELLY
2410 NW 44TH ST
ANKENY, IA 50023-8371
23. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
24. LEVI J GROVE
2508 NW 44TH ST
ANKENY, IA 50023-8348
25. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
26. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
27. ROSS J REICKS
2520 NW 44TH ST
ANKENY, IA 50023-8348
28. AUSTIN LANE UNDERWOOD
2602 NW 44TH ST
ANKENY, IA 50023-8341
29. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
30. CY HOMES LLC
1512 18TH AVE W
SPENCER, IA 51301-2133
31. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
32. CY HOMES LLC
1512 18TH AVE W
SPENCER, IA 51301-2133
33. SPENCER FARRELL
2716 NW 44TH ST
ANKENY, IA 50023-8341
34. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
35. RONALD R OZMUN
2724 NW 44TH ST
ANKENY, IA 50023-8341
36. ERIKA JOZJI SIMONS DE FANTI
2726 NW 44TH ST
ANKENY, IA 50023-8341
37. DARRELL D KRUSE
2802 NW 44TH ST
ANKENY, IA 50023-8342
38. GARY SIMMONS
2806 NW 44TH ST
ANKENY, IA 50023-8342
39. LLOYD E JACKSON
2810 NW 44TH ST
ANKENY, IA 50023-8342
40. SHARON L CRAWFORD
2814 NW 44TH ST
ANKENY, IA 50023-8342
41. JARED SMITH
2818 NW 44TH ST
ANKENY, IA 50023-8342
42. ALISON ANN RUSSELL
2822 NW 44TH ST
ANKENY, IA 50023-8342
43. ROBERT RYNERD
2826 NW 44TH ST
ANKENY, IA 50023-8342
44. ROBERT A GAST
2830 NW 44TH ST
ANKENY, IA 50023-8342
45. TERESA M GREEN
2914 NW 44TH ST
ANKENY, IA 50023-8343
46. WILLIAM WALKER
2918 NW 44TH ST
ANKENY, IA 50023-8343
47. JOHN RICHARD RYAN
2922 NW 44TH ST
ANKENY, IA 50023-8343
48. DAVID SHAW
2926 NW 44TH ST
ANKENY, IA 50023-8343
49. RICKIE MILLER
4408 NW NORTHWOOD DR
ANKENY, IA 50023-1071
50. DEBRA LIANN NELSON
4404 NW NORTHWOOD DR
ANKENY, IA 50023-1071
51. SEAN P COY
4316 NW NORTHWOOD DR
ANKENY, IA 50023-1058
52. MARY EL ZABETH STOLTENBERG
2915 NW 44TH ST
ANKENY, IA 50023-8343
53. JULIANNE WILLS
2911 NW 44TH ST
ANKENY, IA 50023-8343
54. JEFFREY WILKINSON
2827 NW 44TH ST
ANKENY, IA 50023-8342
55. CARROLL & SHIRLEY SPANGLER LIVING TRUST
2823 NW 44TH ST
ANKENY, IA 50023-8342
56. JEFFREY D SMITH
2819 NW 44TH ST
ANKENY, IA 50023-8342
57. MARCIA ALGER
2815 NW 44TH ST
ANKENY, IA 50023-8342
58. VICKI LONG
2811 NW 44TH ST
ANKENY, IA 50023-8342
59. CURTIS RUBY
2807 NW 44TH ST
ANKENY, IA 50023-8342
60. VIKI VERLENE WALBRIDGE FAMILY TRUST
7888 QUAIL ST
ARVADA, CO 80005-3460
61. JERRY HANSEL
2727 NW 44TH ST
ANKENY, IA 50023-8341
62. DYLAN JOHN COOPER
2723 NW 44TH ST
ANKENY, IA 50023-8341
63. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
64. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
65. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
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DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
67. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
68. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
69. TYLER K JASCHKE
2601 NW 44TH ST
ANKENY, IA 50023-8344
70. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
71. TRICIA DECONTEE GABRIEL
2315 NW 44TH ST
ANKENY, IA 50023-8348
72. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
73. CASEY VAN ANDEL
2507 NW 44TH ST
ANKENY, IA 50023-8348
74. STEVE OLSON
2413 NW 44TH ST
ANKENY, IA 50023-8371
75. TRENT WEATHERMAN
2409 NW 44TH ST
ANKENY, IA 50023-8371
76. JUDITH D PULLIN
2405 NW 44TH ST
ANKENY, IA 50023-8371
77. JOHN DURHAM
2401 NW 44TH ST
ANKENY, IA 50023-8371
78. NATALIE JOY RIDER
2311 NW 44TH ST
ANKENY, IA 50023-8372
79. JOSHUA SHAVER
2307 NW 44TH ST
ANKENY, IA 50023-8372
80. CLASSIC HOLDINGS LLC
4312 NW ABILENE RD
ANKENY, IA 50023
81. CLASSIC HOLDINGS LLC
4316 NW ABILENE RD
ANKENY, IA 50023
82. DOLORES A SALL
1728 NW 122ND ST
CLIVE, IA 50325-8124
83. MILLER FARM PROPERTIES LC
105 OAKWOOD DR
POLK CITY, IA 50226-1224
84. MOECKLY FAMILY FARM LLC
4121 NW 110TH AVE
POLK CITY, IA 50226-111
85. ISAAC A ANDERSON
1661 NW 118TH AVE
POLK CITY, IA 50226-1144

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")
0' 200' 400'

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@cecIac.com
CEC

DATE:	02-04-2022
	REVISION 03-15-2022
	-
DATE OF SURVEY:	----
DESIGNED BY:	BAT
DRAWN BY:	MM

MOECKLY PROPERTY
ANKENY, IOWA

REZONING MAP

SHEET 2 OF 2

A-2133

O:\A-FILES\A-2100\2133_CYD Drawings\Rezoning\2133 REZONING MAP.dwg, 3/15/2022 3:13:50 PM, mmorgan, 1:1

MOECKLY PROPERTY
PLANNED UNIT DEVELOPMENT
ANKENY, IOWA
March 17, 2022

PREPARED FOR:
FOURSTAR DEVELOPMENT
Mark Bockenstedt
1003 NW Ridge Rd
Ankeny, IA 50023

CEC
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 March 22, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter Chairperson
B. Hughes 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 54TH 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 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")

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com
CEC

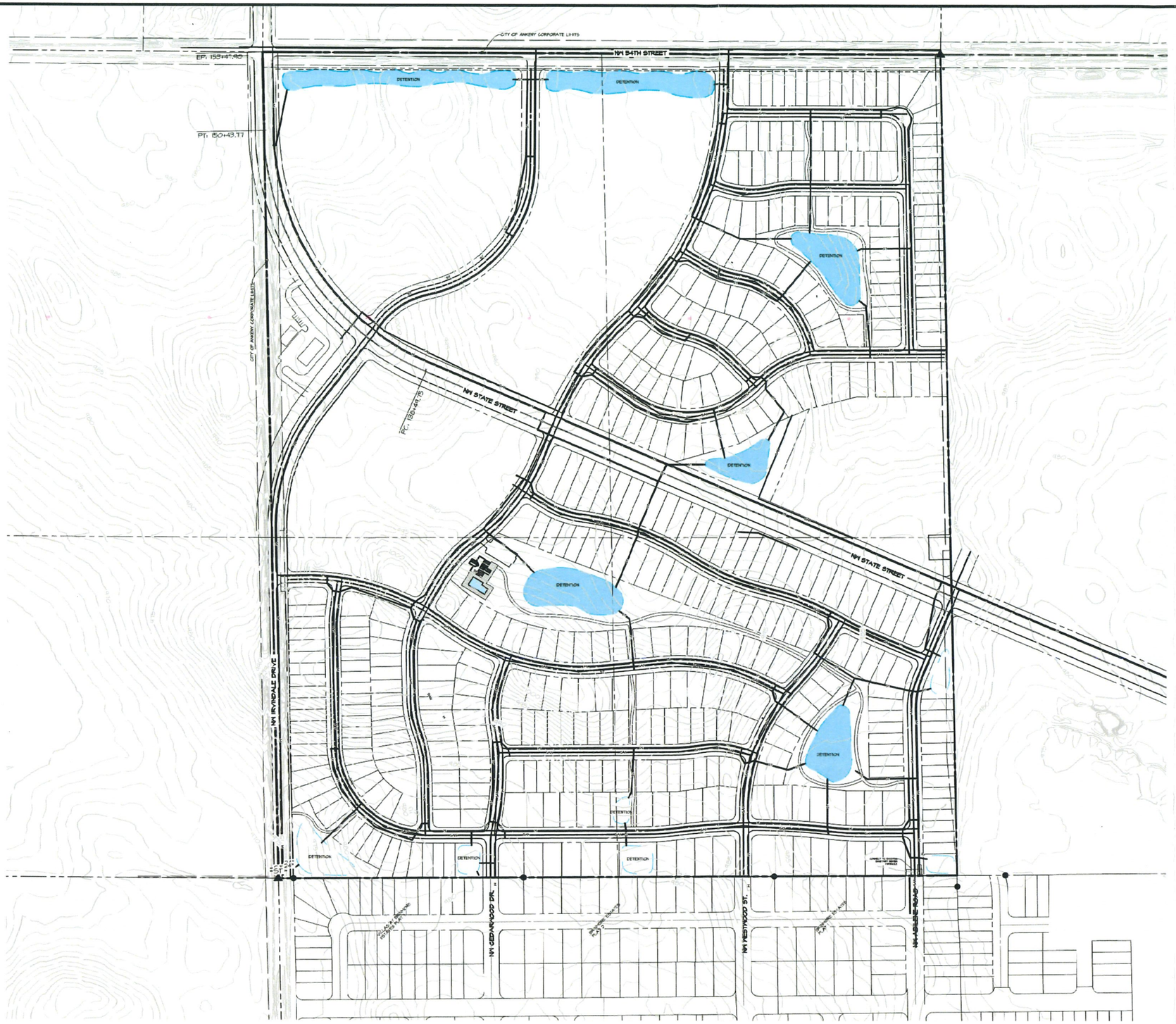
DATE: 3-24-2022
DATE OF SURVEY: ---
DESIGNED BY: BAT
DRAWN BY: MM

MOECKLY PROPERTY
ANKENY, IOWA

LAND USE PLAN

SHEET
OF 14

A-2133



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")
0' 100' 200

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 · Des Moines, Iowa 50322
515.276.4884 · mail@cecliac.com
CEC

DATE:	
	02-04-2022
	REVISION 08-15-2022
DATE OF SURVEY:	---
DESIGNED BY:	BAT
DRAWN BY:	MH

MOECKLY PROPERTY
ANKENY, IOWA

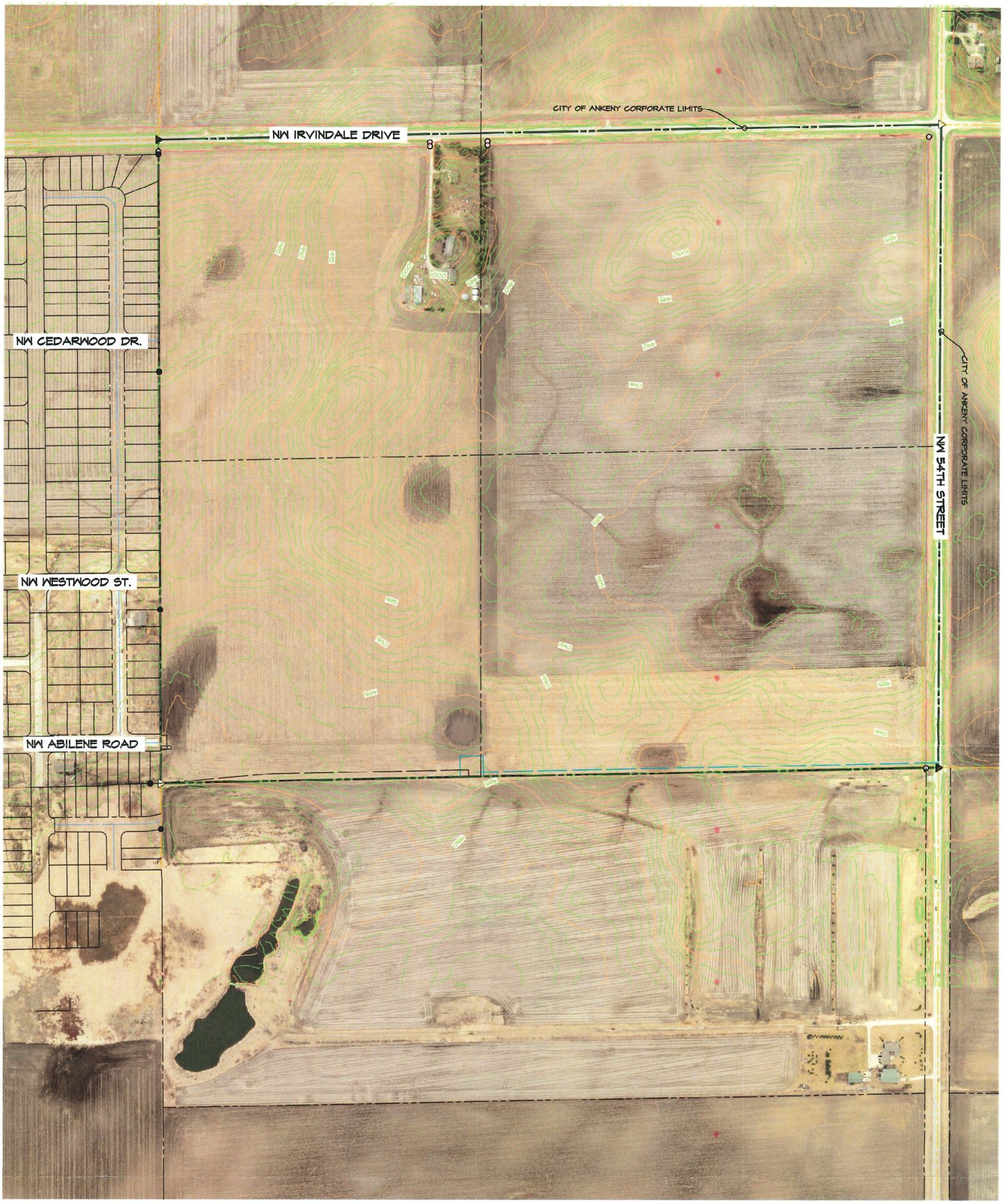
UTILITY PLAN & TOPOGRAPHY

SHEET 12 OF 14

A-2133

G:\A-FILES\A-2100\2133\ CAD Drawings\Rezoning\2133x12x1(UTILITY PLAN TOPO).dwg, 3/15/2022 2:16:59 PM, mmorgan, 1:1

Q:\A FILES\A 2100\A2137_C3D Drawings\Rezoning\A2133 (13) EXISTING CONDITIONS.dwg, 3/15/2022 3:55:59 PM, mmorgan, 1:1



SCALE: 1"=400' (8.5x11")
SCALE: 1"=200' (22x34")
0
200
400

NORTH

SHEET 3 OF 14

A-2135

MOECKLY PROPERTY
ANKENY, IOWA

EXISTING CONDITIONS

DATE:	02-04-2022
	REVISION 03-15-2022
	.
DATE OF SURVEY:	----
DESIGNED BY:	BAT
DRAWN BY:	MM

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

AREA MAP OF ANKENY PLAN 2040 LAND USES

AREA MAP OF PROPOSED LAND USES

SCALE: 1"=1000' (11"x17")
SCALE: 1"=500' (22"x34")
0' 500' 1000'

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@cecIac.com
CEC

DATE:	
	02-04-2022
REVISION 03-15-2022	
.	
DATE OF SURVEY:	----
DESIGNED BY:	BAT
DRAWN BY:	MH

MOECKLY PROPERTY
ANKENY, IOWA
LAND USE COMPARISON

SHEET 14 OF 14
A-2133

Q:\A FILES\A 2100\A2133\ CTD Drawings\Rezoning\A2133 (11) LAND USE COMP.dwg, 3/15/2022 3:57:16 PM, mmorgan, 1:1

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 March 22, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter Chairperson
B. Inglesang Secretary

Modern Farmhouse

SUMMIT HOMES
A Berkshire Hathaway Affiliate

(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.)

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THE BRADFORD

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 3 Car Garage
- 1,703 Sq. Ft (approx.)

CRAFTSMAN

MEDITERRANEAN

SUMMIT HOMES
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cobalt

the hue series

ranch

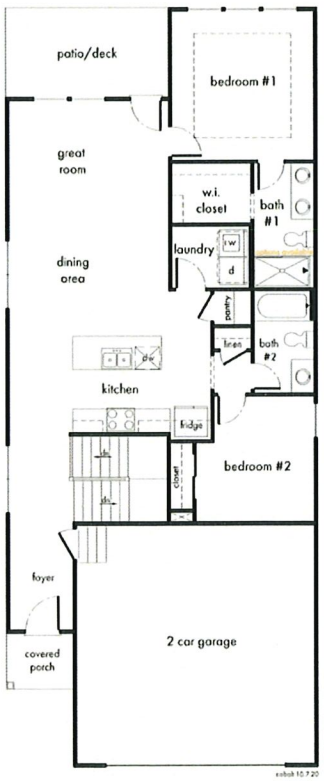
2 bedroom

2 bathroom

2 car garage

1,265 square feet (approx.)

optional lower level finish



clover & hive

cloverandhive.com

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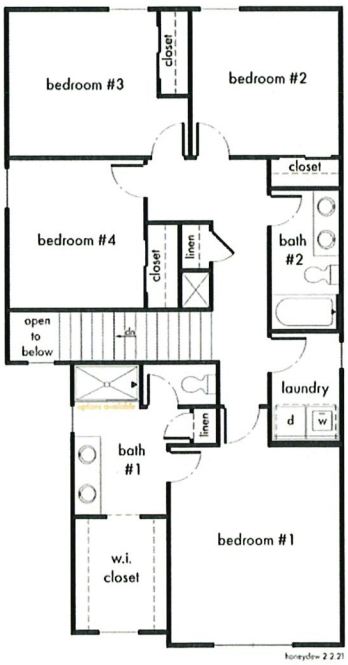
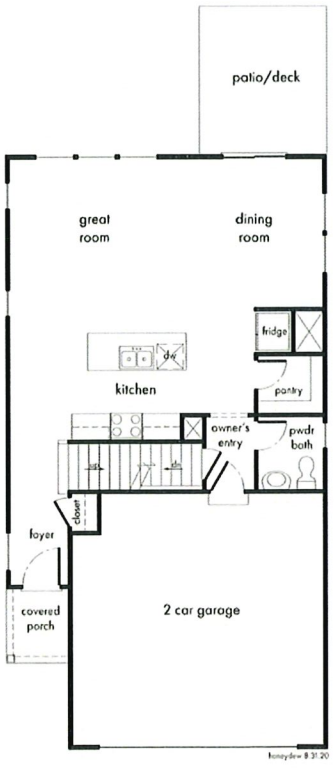
honeydew

the hue series

2 story
4 bedroom
2.5 bathroom
2 car garage
1,857 square feet (approx.)
optional lower level finish





clover & hive

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saffron

the hue series

2 story

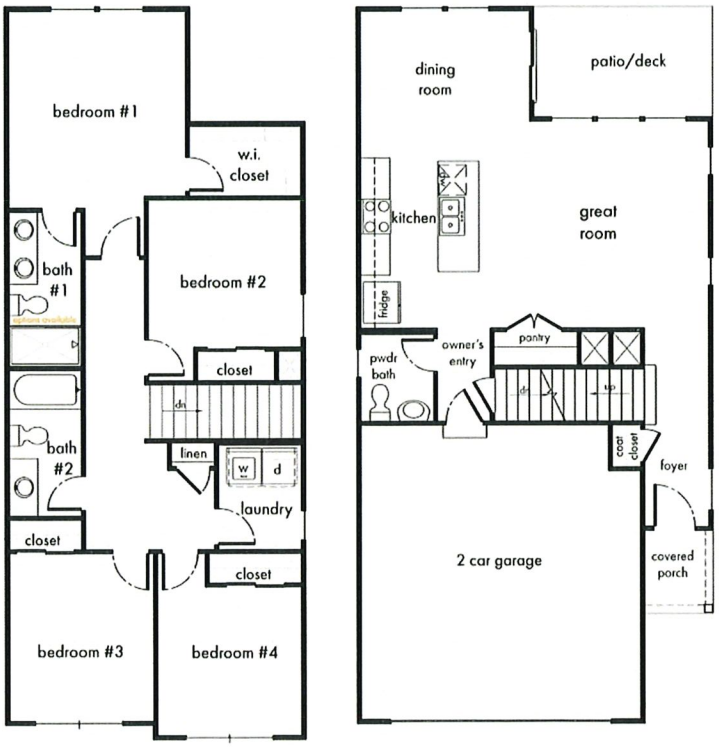
4 bedroom

2.5 bathroom

2 car garage

1681 square feet (approx.)

optional lower level finish



clover & hive

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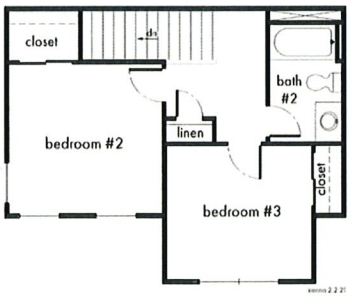
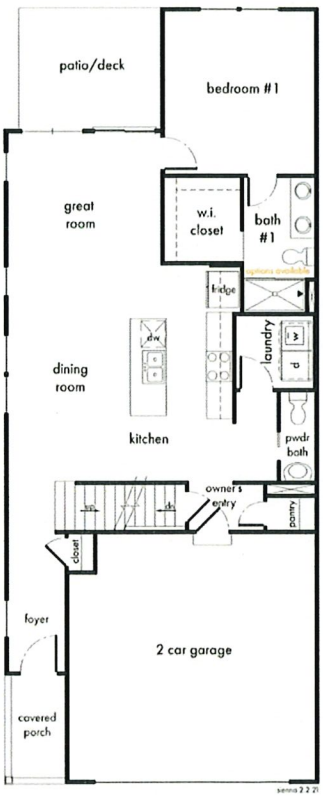
sienna

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

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THE PALMER

- 2 Story
- 4 Bedrooms
- 2.5 Bathrooms
- 3 Car Garage
- 2,120 Sq. Ft (approx.)

SUMMIT HOMES
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(515) 303-4006 | SummitHomesIA.com | Sales@SummitHomesIA.com

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THE RIVERSIDE

Lifestyle COLLECTION

- 2 Story
- 5 Bedrooms
- 3 Bathrooms
- 3 Car Garage
- 2,530 Sq. Ft (approx.)

SUMMIT HOMES
A Berkshire Hathaway Affiliate

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THE TUPELO

- Ranch
- 2 Bedrooms
- 2 Bathrooms
- 2 Car Garage
- 1,394 Sq. Ft (approx.)

Modern Prairie

Modern Farmhouse

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THE WESTPORT

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage
- 1,496 Sq. Ft (approx.)

CRAFTSMAN

FARM HOUSE

TUSCAN

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THE WILDFLOWER

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage
- 1,643 Sq. Ft (approx.)

Modern Prairie

Modern Farmhouse

SUMMIT HOMES
A Berkshire Hathaway Affiliate

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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

THE WINFIELD

- 2 Story
- 4 Bedrooms
- 3.5 Bathrooms
- 3 Car Garage
- 2,323 Sq. Ft (approx.)

CRAFTSMAN

FARM HOUSE

OLD WORLD

PRAIRIE

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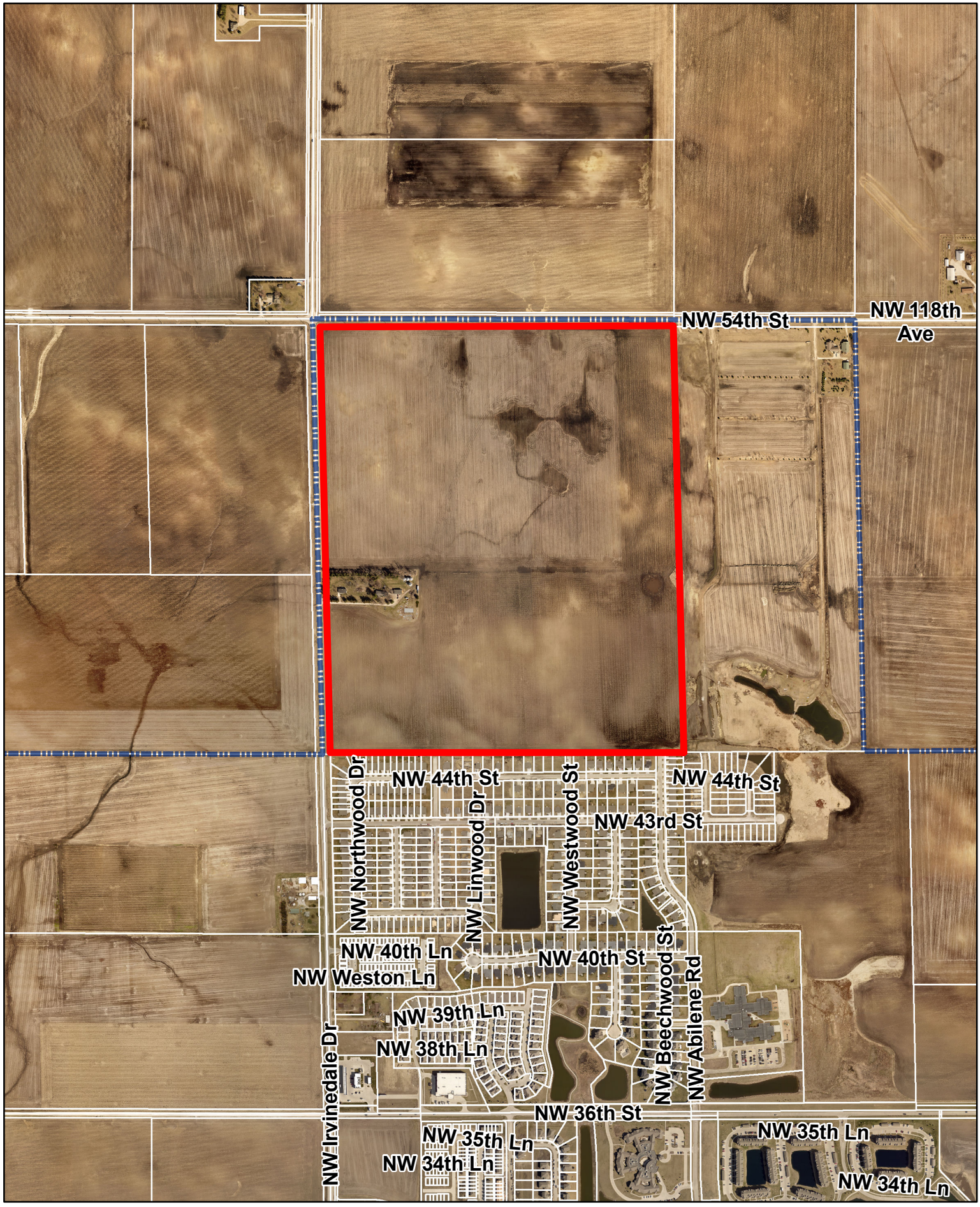

N

1 inch = 900 feet

Date: 12/22/2021

Moeckly Property PUD Rezoning

Ankeny
bringing it all together.

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Library Board of Trustees

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of April 4, 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 4, 2022 5:30 PM
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Kerry Walter-Ashby, Kelly Whiting

---

Mayor Mark Holm called the meeting to order at 5:30 PM. Council Members Bobbi Bentz and Kerry Walter-Ashby joined the meeting electronically. Council Members Jeff Perry and Joe Ruddy were in attendance. Council Member Kelly Whiting was absent. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

PUBLIC FORUM

1. Ankeny Girl Scout, Amanda Woakland, presented the Mayor and Council Members with Girl Scout Cookies.
2. Joe Ethington, 210 SW Pleasant Street, Ankeny, addressed the Council regarding concerns about increased noise decibels in the Uptown Entertainment District with residential districts being in such close proximity.

APPROVAL OF AGENDA

1. Council Member Ruddy moved, Perry seconded, to approve and accept the April 4, 2022 agenda as presented. Ayes: 4.

PUBLIC HEARINGS

1. PH 2022-34. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed review of an application for State Revolving Fund (SRF) Loan and to make available to the public the contents of an environmental information document and the City's project plan. The proposed project involves the construction of the High Trestle Trail Transmission Main and Drainage project. Notice of this hearing was published in the Des Moines Register on the 4th day of March, 2022.

   Don Clark, Municipal Utilities Director, reported there is a project being designed (High Trestle Trail Transmission Main and Drainage project) that will be utilizing the State Revolving Fund (SRF) to provide a lower rate of interest. As part of the SRF process, an environmental review will be included that requires this public hearing to allow residents to bring their concerns to our attention. The purpose of this project is to increase water conveyance High Trestle Trail to the NW Booster Station and to combine the southwest and east pressure zones into one pressure zone. This project is a port of our transmission main network to provide and improved performance and operation of our water distribution system. This project is still being designed, but the intention is to have it our for bid later this summer, with construction to follow in the fall of 2022 and into 2023.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2022-34. Ayes: 4.

2. PH 2022-35. 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 SW Des Moines

Street Parks – Phase 1 project. Notice of this hearing was published in the Des Moines Register on the 18th day of March, 2022.

Nick Lenox, Parks and Recreation Director, reported this project includes grading, PCC paving for parking and sidewalks, storm sewer, sanitary and water services, and landscaping for the first phase of a new park in Prairie Trail. Other associated improvements include traffic control, traffic signs, surface restoration, and miscellaneous associated work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Perry seconded, to close public hearing 2022-35. Ayes: 4.

3. PH 2022-36. Mayor Holm announced that this is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022 by changing estimates of revenue and expenditure appropriations There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget. Notice of this hearing was published in the Des Moines Register on the 18th day of March, 2022.

   Jennifer Sease, Administrative Services Director, reported the significant changes requiring amendment of the current budget for fiscal year ending June 30, 2022 included the following: Amended revenues included increases related to the receipt of American Rescue Plan Act (ARPA) grand funds, water sales, utility hookup fees and bond proceeds to current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B; and Amended expenditures included increases related to inflation (e.g. costs of goods and services, fuel and natural gas costs), seasonal pay plan adjustments and the current refunding of the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

   Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Perry moved, Walter-Ashby seconded, to close public hearing 2022-36. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of March 21, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of March 8, 2022.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of February 8, 2022.
4. Receive and file minutes of the Zoning Board of Adjustment meeting of March 8, 2022.
5. Receive and file minutes of the Human Rights Commission meeting of March 24, 2022.
6. Receive and file minutes of the Park Board meeting of January 31, 2022.
7. Receive and file minutes of the Ankeny Cultural Arts Board meeting of December 13, 2021.
8. Receive and file minutes of the Library Board of Trustee meeting of February 17, 2022.

Licenses and Permits

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

Finance/Budget

10. Change Order #12 increasing the contract amount by $15,411.62 to Graphite Construction Group for additional construction services on the Ankeny Senior Community Center project.
11. Amendment No. 1 to the Memorandum of Agreement with the Polk County Aviation Authority.
12. Payment #8 in the amount of $201,346.21 to McAninch Corporation, for construction services on the Irvinedale Drive Water Main Improvements - Phase 3 project
13. Payment #20 in the amount of $24,556.91 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project
14. Payment #13 in the amount of $16,015.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
15. Payment #22 in the amount of $3,334.30 to Shive Hattery for design\development services on the Ankeny Senior Community Center.
16. Payment #1 in the amount of $3,695.29 to Snyder & Associates, Inc., for engineering services on the Cherry Glenn Ballfield Development project.
17. Payment #20 in the amount of $10,160.87 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
18. Payment #13 in the amount of $17,788.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
19. Payment #16 in the amount of $1,564.00 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
20. Payment #8 in the amount of $39,734.44 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
21. Payment #12 in the amount of $3,109.50 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
22. Payment #16 in the amount of $8,459.69 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
23. Payment #27 in the amount of $37,535.92 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
24. Payment #23 in the amount of $4,111.50 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
25. April 4, 2022 Accounts Payable by Fund: General 644,702; Road Use Tax 109,504; Library Foundation 250; Solid Waste 299; Water 46,589; Sewer 18,012; Stormwater 4,621; Golf Course 36,637; Enterprise Project 282,897; Revolving 70,945; Risk Management 3,295; Health 1,226; Capital Projects Funds 294,225; Payroll Totals 1,159,051; Transfers/ACH (180,028); Agenda Payments approved separately (371,412); Grand Total $2,120,813.
26. Consider motion to increase public mowing services for the North and South Zones from a ten day mowing cycle to a seven day mowing cycle.
27. **RESOLUTION 2022-178** authorizing the purchase of a chassis for a Public Works Department single axle snow plow truck (replace existing truck #268).
28. **RESOLUTION 2022-179** authorizing the purchase of a chassis for a Public Works Department single axle snow plow truck (replace existing truck #270).

Personnel Items

29. Consider motion to approve the job classification position description for Environmental/Civil Engineer I in the Public Works Stormwater division.
30. Consider motion to appoint Michelle Yuska as City Clerk effective April 11, 2022.

Community Development

31. **RESOLUTION 2022-180** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin, located southeast of the NW 54th Street (NW 118th Avenue) and NW Irvinedale Drive (NW 16th Street) intersection. (date of hrg: 4/18/22 @ 5:30 p.m.)

32. **RESOLUTION 2022-181** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the southeast quadrant of Ankeny requested by ATI Ankeny Industrial, LLC.
33. **RESOLUTION 2022-182** accepting final plat, platted easements, and letter of credit for seeding and erosion control for Parkway Townhomes at Prairie Trail Plat 1.
34. **RESOLUTION 2022-183** approving plans and specifications and accepting contracts and performance and maintenance bonds for the construction of water main and sanitary sewer in Parkway Townhomes at Prairie Trail Plat 1.

Engineering

35. **RESOLUTION 2022-184** authorizing the execution of an Amendment to the Agreement for Cooperative Public Service between Polk County and the City of Ankeny for the funding of the Watershed Coordinator Position.
36. **RESOLUTION 2022-185** accepting a purchase agreement and approving documents for the acquisition of the temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (DRA Properties, LC)
37. **RESOLUTION 2022-186** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and permanent drainage easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (JEP Farms, Inc.)
38. **RESOLUTION 2022-187** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent sanitary sewer easement, permanent drainage easement and temporary construction easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (NDA Farms, LLC)
39. **RESOLUTION 2022-188** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and permanent drainage easement for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa. (NDA Farms, LLC)
40. **RESOLUTION 2022-189** accepting public improvements in Briarwood Plat 24 for sanitary sewer.

Administrative

41. Consider motion to approve Professional Services Agreement with Confluence for landscape architect services for Uptown streetscape improvements in an amount not to exceed $10,000 and authorize the City Manager to execute said Agreement.

Approval of Consent Agenda Items

1. Council Member Perry moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-41. Ayes: Perry, Ruddy, Bentz, Walter-Ashby.

BOARDS AND COMMISSIONS

1. Council Member Walter-Ashby moved, Perry seconded, to amend RESOLUTION 2021-461 by adding Mid-Iowa Planning Alliance and appointing Derek Lord as 1st Representative. Ayes: Walter-Ashby, Perry, Bentz, Ruddy.

APPROVAL OF ORDINANCES

1. **Ord 2098**. An Ordinance creating section 143 - Entertainment Districts in the City of Ankeny, Iowa. Council Member Perry moved, Bentz seconded, to accept third consideration of ORDINANCE 2098, sending it on its final passage and publication as required by law. Ayes: Perry, Bentz, Ruddy, Walter-Ashby.

2. **Ord 2099.** An Ordinance amending Chapter 44.06 Noise Ordinance by adding a section referencing Chapter 143 - Entertainment Districts. Council Member Bentz moved, Walter-Ashby seconded, to accept third consideration of ORDINANCE 2099, sending it on its final passage and publication as required by law. Ayes: Bentz, Walter-Ashby, Perry, Ruddy.
3. **Ord 2100.** An Ordinance amending Chapter 130.07 Outdoor Seating addressing Chapter 143 - Entertainment Districts. Council Member Perry moved, Ruddy seconded, to accept third consideration of Ordinance 2100, sending it on its final passage and publication as required by law. Ayes: Perry, Ruddy, Bentz, Walter-Ashby.
4. **Ord 2101**. An Ordinance amending Chapter 196.02 Special Use Permits addressing Chapter 143 - Entertainment Districts. Council Member Ruddy moved, Perry seconded, to accept third consideration of ORDINANCE 2101, sending it on its final passage and publication as required by law. Ayes: Ruddy, Perry, Bentz, Walter-Ashby.
5. **Ord 2102.** An Ordinance vacating a Public Utility Easement associated with Lot 1, The District at Prairie Trail Plat 11. Council Member Walter-Ashby moved, Ruddy seconded, to accept third consideration of ORDINANCE 2102, sending it on its final passage and publication as required by law. Ayes: Walter-Ashby, Ruddy, Bentz, Perry. Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2022-190** authorizing the sale of property vacated by the City of Ankeny, Iowa, to DRA Properties, LC. Ayes: Perry, Ruddy, Bentz, Walter-Ashby.
6. **Ord 2104.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to sewer service charges. Council Member Walter-Ashby moved, Ruddy seconded, to accept third consideration of ORDINANCE 2104, sending it on its final passage and publication as required by law. Ayes: Walter-Ashby, Ruddy, Bentz, Perry.
7. **Ord 2105.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Ruddy moved, Perry seconded, to accept third consideration of ORDINANCE 2105, sending it on its final passage and publication as required by law. Ayes: Ruddy, Perry, Bentz, Walter-Ashby.
8. **Ord 2106.** An Ordinance establishing street grade elevations along a portion of NE 36th Street. Council Member Ruddy moved, Walter-Ashby seconded, to accept second consideration of ORDINANCE 2106. Ayes: Ruddy, Walter-Ashby, Bentz, Perry.
9. **Ord 2107.** An Ordinance establishing street grade elevations along a portion of NE Four Mile Drive. Council Member Walter-Ashby moved, Perry seconded, to accept second consideration of ORDINANCE 2107. Ayes: Walter-Ashby, Perry, Bentz, Ruddy.

NEW BUSINESS

1. Proposed Environmental Review for SRF Loan Projects (PH 2022-34)
   Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2022-191** accepting the environmental information document for SRF loan application with the Iowa Department of Natural Resources. Ayes: Ruddy, Perry, Bentz, Walter-Ashby.
2. Proposed 2022 SW Des Moines Street Parks – Phase 1 (PH 2022-35)
   Council Member Ruddy moved, Bentz seconded to adopt 1) **RESOLUTION 2022-192** adopting plans, specifications, form of contract and estimate of cost $368,367.00; 2) receive and file report of bids received March 29, 2022; 3) adopt **RESOLUTION 2022-193** making award of construction contract with JAS Construction in the amount of $332,036.07; and 4) adopt **RESOLUTION 2022-194** approving contract and bonds with JAS Construction in the amount of $332,036.07. Ayes: Ruddy, Bentz, Perry, Walter-Ashby.
3. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2022 (PH 2022-36)
   Council Member Walter-Ashby moved, Perry seconded, to adopt **RESOLUTION 2022-145** amending the current budget for the Fiscal Year Ending June 30, 2022. Ayes: Walter-Ashby, Perry, Bentz, Ruddy.
4. Amended FY 2022 Fund Transfers
   Council Member Ruddy moved, Perry seconded to adopt **RESOLUTION 2022-195** approving amendment to fiscal year 2022 fund transfers. Ayes: Ruddy, Perry, Bentz, Walter-Ashby.

5. Proposed NE Frisk Drive Bridge Replacement Project – Cooperative Public Service Agreement with Polk County
   Council Member Perry moved, Walter-Ashby seconded, to adopt **RESOLUTION 2022-196** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE Frisk Drive Bridge Replacement Project. Ayes: Perry, Walter-Ashby, Bentz, Ruddy.
6. Proposed SE 72nd Street/County NE 62nd Avenue Asphalt Resurfacing Project – Cooperative Public Service Agreement with Polk County
   Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2022-197** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the SE 72nd Street / County NE 62nd Avenue Asphalt Resurfacing Project. Ayes: Ruddy, Perry, Bentz, Walter-Ashby.
7. Proposed N Ankeny Blvd Water Main Project
   Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2022-198** ordering construction on the N Ankeny Blvd. Water Main Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 4/26/22 @ 10:30 a.m./date of hrg: 5/2/22 @ 5:30 p.m.) Ayes: Perry, Ruddy, Bentz, Walter-Ashby.
8. NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street – Notice of Intent to Commence a Public Improvement Project and to Acquire Property Interests
   Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2022-199** fixing a date for hearing on intent to commence a public improvement and to acquire property interests for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project. (date of hrg: 5/2/22 at 5:30 P.M.) Ayes: Ruddy, Perry, Bentz, Walter-Ashby.
9. $33,685,000 General Obligation Bonds, Series 2022A
   Council Member Walter-Ashby moved, Perry seconded, to adopt **RESOLUTION 2022-200** directing the advertisement for sale of $33,685,000 General Obligation Bonds, Series 2022A and approving electronic bidding procedures and Official Statement. Ayes: Walter-Ashby, Perry, Bentz, Ruddy.

ADJOURNMENT

1. Meeting was adjourned at 6:10 PM.

_____ _____

Diane Klemme, Deputy City Clerk Mark E. Holm, Mayor

Published in the Des Moines Register on 4/15/22.

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? 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 March 22, 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 2022-03-22

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

AMENDMENTS TO THE AGENDA
Motion by A.Renaud to approve the March 22, 2022 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 5 – 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 8, 2022 minutes of the Plan and Zoning Commission meeting.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item #1. Second by A.Renaud. All voted aye. Motion carried 5 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
Item #2. 133 SE Delaware Avenue - Ramada Inn/Wyndham Garden Building Elevations
E.Carstens reported the Building Division staff received plans for the exterior of the building at 133 SE Delaware Avenue, generally located south of E 1st Street, east of SE Delaware Avenue and west of Interstate 35, currently the Ramada Inn. He said the applicant is proposing a project to renovate the Ramada Inn portion of the existing building to convert it to a Wyndham Garden Hotel. He stated that as part of the review, the Building Division asked Planning staff to review the proposed elevations. With the building material requirements of the code as well as the materials being proposed in the building permit, staff reviewed and commented to the applicant about their proposed materials. He noted the building material proposed for these updated elevations is Hardie Board siding, which is a secondary material. The Building Material Standards of the Site Plan Ordinance requires a minimum 3-foot base of primary materials, in addition to an overall wall percentage requirement. E.Carstens stated in this case, the C-3 zoned property, public facing elevations are required to be at least 70% primary materials and the other 30% of the wall area can be secondary materials. E.Carstens presented to the Commission new elevations that the applicant provided to him that included a 3-foot base of mechanically fastened brick cladding on the north and east elevations. He said with the addition of the 3-foot base, the proposed elevations still do not meet the requirements of the code in regards to the percentage of primary materials required. Staff recommends denial of the request.

T.Ripper confirmed that the new submittal still does not meet the percentage of primary materials. E.Carstens concurred.

T.Rapp asked if there is a reason why they are not just refurbishing the existing brick. E.Carstens stated that he believes it is a branding issue but he will let the applicant respond.

The applicant was not in attendance to provide information to the Commission.

G.Hunter asked the Commission if there were any comments. He commented that he has argued for almost twenty years to have the new building material standards codified as it was something that was needed, not something that was just wanted. He said that he is not willing to walk away from the new standards. There was a consensus from the Commission.

Motion by A.Renaud to deny the request to allow building materials that do not comply with the Building Material Standards of the Site Plan Ordinance for 133 SE Delaware Avenue, Ramada Inn/Wyndham Garden Hotel. Second by T.Rapp. All voted aye. Motion carried 5 – 0.

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.

Item #4. Fourstar Development LLC request to rezone property owned by Helen Moeckly Trust and Edward Ferrier & Annette Voegtlin from R-1, One-Family Residence District to PUD, Planned Unit Development
R.Hulstrom reported that the applicant, Fourstar Development LLC, is requesting to rezone property from R-1, One-Family Residence District to PUD, Planned Unit Development District. She said the area subject to the proposed rezoning consists of two parcels and totals approximately 194 acres. It is located in the northwest quadrant of Ankeny, south of NW 54th Street and east of NW Irvinedale Drive. She noted that the neighboring properties to the east are zoned R-1 while the neighboring properties to the south are zoned R-2, One-Family and Two-Family Residence District. Properties to the west are located in Polk County and zoned LDR, Low Density Residential and/or Medium Density Residential and the property to the north is also in the County and zoned AG, Agricultural District. She stated the proposed rezoning generally aligns with the Ankeny Plan 2040 Future Land Use Map. R.Hulstrom stated the PUD land use plan divides the subject property into eight distinct designations, Parcels A-K. She said the majority of the property will be low density and explained in detail the proposed zoning uses and bulk regulations for each of the parcel areas represented on the Master Plan. She noted that parkland dedication required for this site is anticipated to be approximately 9.3 acres. She further reviewed the proposed street layout for this development, access points, information on the water main, sanitary sewer and stormwater detention basins. R.Hulstrom addressed the question from Commissioner Ripper about the history leading to the current NW State Street alignment, as shown in the PUD document and addressed the citizen concern regarding the necessary signatures from adjacent property owners. The proposed rezoning is generally consistent with the LD, MDR and NMU land use designations as shown in the Ankeny Plan 2040. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the rezoning request from R-1, One-Family Residence District to PUD, Planned Unit Development District.

A.Renaud asked if the City has had any issues related to snow removal or on-street parking with the existing narrower lots that were approved with other developments. E.Jensen commented that he is not aware of any. R.Weisheit said his observation during snow events in a neighborhood south of Oralabor Road, that it is not unusual to see four cars trying to cram into a driveway. He had the same question, whether 45-foot wide lots are adequate and is glad to see that all homes will be required to have a two-car garage. A.Renaud confirmed with staff the front and rear setbacks for the lots.

G.Hunter commented that he does not feel the layout of the different lot widths in Parcel D are a good fit. R.Hulstrom said she would let the applicant speak further on the layout.

T.Rapp asked about the connection to the property to the east. R.Hulstrom shared that based off the Future Land Use Map, they anticipate NW State Street to continue diagonally through the property from the east and NW Abilene to continue north/northeast up to NW 54th Street.

Bart Turk, Civil Engineering Consultants, 2400 86th Street, Des Moines representing Fourstar Development, LLC said the initial concept was to have a variety of lot widths to accommodate for the market conditions. Their plan is to have a variety of lot widths when they go through the preliminary plat process. He said referencing Parcel D, the objective is to make the lot widths across the street from each other match. Bart Turk reiterated that the current layout is not necessarily how it will actually develop, it is only a concept.

T.Rapp commented that NW State Street bisects the property and is a CIP project of an undetermined time frame. He asked if that will affect the development phasing. E.Carstens said the NW State Street project is in the CIP, a corridor will be reserved. He said it is a unique situation so they will work with the developer as the property develops towards that area.

R.Weisheit said the HOA, clubhouse and pool are amenities that you don't find in most developments and feels most people will be very appreciative of them. He further said the parkland is very nice, but said crossing State Street may be an issue. E.Carstens noted that there will need to be some type of controlled access to the parkland during development. G.Hunter said the house elevations were very nice and there is a good variety of homes.

There were no further questions from the Commission.

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

E.Carstens addressed Chair Hunter letting him know that the applicants for Item #2 arrived in the Council Chambers, if the Commission would like to hear from them about their requested building elevations.

Chair Hunter said the Commission has already acted on the request. He said the Commission could hear what they have to say but given the discussion by the Commission, he is not sure that it would change the Commission's decision.

G.Hunter addressed the applicant and shared with them what he stated when the item was discussed. He said that the Commission and staff worked really hard to establish the building materials criteria. There was a lot of work to get the building material code established. He personally is reluctant to grant any variances to the standards. He further shared that there was a consensus amongst the Commissioners; and the vote was unanimous to deny the request for the building materials being requested.

A.Renaud echoed G.Hunter and said there was a lot of hard work put into the requirements along with needing to be consistent. She said this is a very public facing building. She would not want to make an exception and then have this issue come up later with another project. There needs to be consistency and fairness by applying the same standard across the board to all properties. That was what she based her decision on to move forward with the Staff recommendation.

Chair Hunter said he appreciates the project but would like to see it completed within the building material code.

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 5, 2022 Plan and Zoning Commission meeting and said that there will be a public hearing at the next meeting on a request to amend the Ankeny 2040 Comprehensive Land Use Map and rezone property from R-1 to R-3, with restrictions.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

April 4, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Second by A.Renaud. Meeting adjourned at 7:14 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Zoning Board of Adjustment meeting of March 22, 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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ZBOA 2022-03-22 Minutes

Meeting Minutes

Zoning Board of Adjustment

Tuesday, March 22, 2022
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the March 22, 2022 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL
Members present: Matt Ott, Jeff Baxter, Kristi Tomlinson, Nichole Sungren and Brett Walker. Staff present: E.Jensen, E.Carstens, R.Hulstrom, B.Fuglsang.

AMENDMENTS TO THE AGENDA
There were no amendments to the agenda.

MINUTES OF THE FEBRUARY 8, 2022 and MARCH 8, 2022 REGULAR MEETINGS
Motion by K.Tomlinson to approve the February 8, 2022 meeting minutes as submitted. Second by B.Walker. Motion carried 3 – 0 – 2 (Abstain: J.Baxter and N.Sungren).

Motion by J.Baxter to approve the March 8, 2022 meeting minutes as submitted. Second by N.Sungren. Motion carried 4 – 0 – 1 (Abstain: B.Walker).

COMMUNICATIONS / CORRESPONDENCE
Chair M.Ott asked to have the record reflect that the members of the Board received correspondence, from Barbara Meckstroth, Chris Gilroy and Linda Schanus, which will be received and filed as part of the public hearing for Appeal #22-05.

BUSINESS ITEMS
PUBLIC HEARINGS:

#22-05

Timothy Spicer
1710 NE Crestmoor Place
Lot 20, Winbury Place Plat 2
RE: Variance – Front Yard Setback – Fence

Chair M.Ott opened the public hearing.

Timothy Spicer, 1710 NE Crestmoor Place, said they moved into their home in 2019 and knew that with it being located on a corner lot and next to the bike path that they would want to build a fence for privacy. He stated that after they moved in they learned that per City code, the fence would have to be much lower or a see-thru fence, which would not allow them any privacy in their back yard. Timothy Spicer said their request is for a 6-foot high fence encroaching 10-feet into the setback to provide more privacy in their back yard and also keep the one shade tree that is in their back yard. They feel the distance of the fence from the NE corner of their lot will not be a sight line hinderance for people turning from or onto NE Crestmoor Place. He thanked the Commission for their time.

M.Ott asked if Mr. Spicer was aware of Staff's recommendation and inquired whether he had any concerns with the requirement of adding additional landscaping, if approved. Timothy Spicer said they are okay with the requirement but will work with the City as he believes there is a fiber line that runs through the area to NE Elementary School.

R.Hulstrom reported that the applicant is requesting a variance to construct a 6-foot tall wooden fence that would encroach into the front yard setback adjacent to NE 18th Street for the subject property located at 1710 NE Crestmoor Place. It is generally located south of NE 18th Street and west of NE Crestmoor Place. The required front yard setback for the lot is identified as 30-feet, with a 10-foot PUE and 5-foot tree easement on the north

side of the subject property and a 10-foot PUE and drainage easement along the west edge of the property. She stated the property is zoned R-2, One-Family and Two-Family Residence District and noted that the majority of the properties surrounding the property are zoned R-2. She presented a map identifying the zoning areas. R.Hulstrom referenced Ankeny Municipal Code Section 191.14(2), which is the reason the applicant is requesting a variance. The request is for the 6-foot tall wooden fence to be installed and encroach a maximum of 10 feet into the required 30-foot front yard setback adjacent to NE 18th Street. The proposed fence is shown to attach to the north edge of the house and run 14 feet north and then run west to the rear property line. R.Hulstrom said that given how far back the proposed fence is anticipated to be located from the intersection of NE Crestmoor Place and NE 18th Street, City staff has limited concern that the fence would create any visibility issues. City staff's position is to recommend that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 191.14(2), allowing a 6-foot tall wooden fence to encroach approximately 10 feet into the front yard setback adjacent to NE 18th Street at 1710 NE Crestmoor Place, subject to additional landscaping being installed between the fence and the property line along NE 18th Street. Staff's position is based on a determination that the decreased front yard setback from the resulting fence would not impair adequate supply of air and light, would not increase public danger of visibility, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

N.Sungren commented that since the Board has received some feedback from the neighbors, she inquired as to what is included in the notice that is mailed to the public. R.Hulstrom explained that the public notice includes the location of the property, a general outline of the request and the code section related to their request along with an aerial map. She said it also provides contact information for Staff, and has a website link for them to view the entire agenda packet on the Friday prior to the meeting, which is the same information the Board is provided.

K.Tomlinson asked what staff's thoughts are regarding the landscaping requirement if there is a fiber line running through that area. E.Carstens said there should be at least 10-feet from where they want to place the fence to the utility easement.

The Board had no further questions.

Marcia Smith, 1902 NE Bel-Aire Drive said she did receive the notice with the information regarding the request. She commented that at first, they had concerns as NE 18th Street is very busy and they live around a lot of schools. Marcia Smith stated that due to her not being aware of where they were going to locate the fence, she came to the meeting in opposition. Now that she sees the proposed location, she understands there is no danger to city utilities, traffic or pedestrians. She now supports the request.

Chair M.Ott shared the concerns that were stated in the correspondence received by the Board.

Motion by M.Ott to close the public hearing, and receive and file documents. Second by J.Baxter. All voted aye. Motion carried 5 – 0.

M.Ott asked that there be a specific amount of landscaping stipulated in the motion.

E.Carstens shared Staff's standard landscaping comment for fences that don't require a variance, particularly rear yard fences. They require two trees.

J.Baxter addressed the sight line questions, most of the cars that will be at the stop sign and would actually have to look back to see the fence and does not feel there are any potential blockage of view on NE 18th Street.

Board Action on Filing #22-05 property located at 1710 NE Crestmoor Place
Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 191.14(2), allowing a 6-foot tall privacy fence to encroach approximately 10 feet into the front yard setback adjacent to NE 18th Street at 1710 NE Crestmoor Place, subject to additional landscaping being installed between the fence and the property line along NE 18th Street, a minimum of two trees. The Board's position is based on a determination that the decreased front yard setback from the resulting fence would not impair adequate supply of air and light, would not increase public danger of visibility, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried. 5 – 0.

NEW BUSINESS
There was no new business.

REPORTS
Renewed Special Use Permits
#17-02 Wheel House Pizza Pub – 106 SW State Street, Suite 100

There being no further business, the meeting adjourned at 5:28 p.m.

Brenda Fuglsang
Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Clerk

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. CCW,LLC, Inc., d/b/a Huhot Mongolian Grill, 2310 SE Delaware Ave., Ste. A - Special Class C Liquor License (BW) includes Sunday Sales (Renewal) - Effective May 1, 2022.

2. City of Ankeny, d/b/a Otter Creek Golf Course, 4100NE Otter Creek Dr. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective May 1, 2022.

3. Fleet Farm of Green Bay LLC, d/b/a Fleet Farm Fuel, 4275 SE Delaware Ave. - Class C Beer Permit (BC) includes Sunday Sales (Renewal) - Effective May 1, 2022.

4. Casey's Marketing Company, d/b/a Casey's General Store #1941, 1010 SE Oralabor Rd - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective May 1, 2022.

5. J&M Design, LLC, d/b/a Walnut Street gallery, 301 SW Walnut St. - Class B Native Wine Permit (WBN) Includes Sunday Sales (Renewal) - Effective May 5, 2022.

6. Lam Inc., d/b/a China Moon, 225 SE Oralabor Rd - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective May 6, 2022.

7. Sam's West Inc., d/b/a Sam's Club #6979, 4625 SE Delaware Ave. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective May 11, 2022.

8. Ohio Investments Group Inc., d/b/a Fiesta Jalapeno, 1975 N Ankeny Blvd, Unit 113 - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales - Effective April 23, 2022.

9. Kelly Tiengkham, d/b/a Kelly Tiengkham, 1055 SW Prairie Trail Pkwy. (FFA Bldg.) - Class C Liquor License (LC) 5 Day License - Effective May 24, 2022.

10. Talons Hospitality Inc., d/b/a Talons Golf, 1005 NE 36th St. - Class C Liquor License (LC) includes Outdoor Service, Sunday Service (Renewal) - Effective June 1, 2022.

11. PO Inc., d/b/a Silk Elephant, 2410 SW White Birch Dr. - Special Class C Liquor License (BW) Adding Outdoor Service Privilege, includes Sunday Sales. - Tentatively Effective April 19, 2022.

12. Firetrucker, LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St. - Class C Liquor License (LC) Extended Outdoor Privilege (5 Day) - Effective Date April 29, 2022.

13. Apres Bar Co LLC, d/b/a Apres Bar Co., 715 SW Ankeny Blvd. (On With Life Property) - Class C Liquor License (LC) 5 Day License Outdoor Service - Effective May 5, 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:

Click to download
No Attachments Available

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Finance

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for March 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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Finance Report

city of Ankeny
bringing it all together

Annette Graeve
Finance Officer
Finance Department

Monthly Finance Report – March 2022

To the Honorable Mayor and City Council:

The financial reports for the month of March are submitted herewith. The month of March is the end of the City's fiscal third quarter. The end of each fiscal quarter is historically a breaking point for monitoring an organization's financial results.

For a review of the City's revenue results through March, the *Major Operating Funds Detailed Revenue Summary* report provides an excellent snapshot. On page 1 of the report, the first revenues listed are for the general fund and the first revenue category is property taxes. Through March, actual property tax revenues are at 5.166.62% of the budget. This is directly related to the payment cycle for property taxes (one-half due in September and one-half due in March). Polk County remits property tax collections to the City the month after they have been collected, therefore, approximately only one-half of the property taxes levied have been received by the City through March.

The next revenue category in the general fund is non-property taxes. Through March, actual non-property tax revenues are at 88.9673% of the budget. This is higher than the three-quarters mark, or 75%. In this category hotel/motel taxes, utility franchise taxes and cable TV franchise taxes are collected on a quarterly basis while utility replacement taxes are collected by the State on a schedule similar to property taxes, which they were meant to replace.

Licenses and permits are presented after non-property taxes. The actual revenues in the general fund for licenses and permits are at 79302.64% of the budget. These revenues are above the 75% mark and have been trending above budget projections for the majority of this fiscal year.

The use of money and property revenues is at 6188.1618% of the budget. This area is below budget due to declining reinvestment rates earned on the city's investments.

Service charge revenues, which start on the bottom of page 1 and finish on the top of page 2, are at 8574.8849% of the budget. The overall service charge revenues total is slightly higher than the 75% level and will only improve with season pass sales and swimming lesson registrations30.

Overall, general fund revenues are at 644.033% of the budget. The actual versus budget percentage is most directly related to the timing of the property tax collections, which represent 675.8071% of all general fund revenue. Following the April tax receipts from Polk County, the actual versus budget percentage should change substantially. Other property tax dependent funds also show similar results such as the tax increment financing fund with actual revenues at 58.7577% of the budget, the police and fire retirement fund with actual revenues at 566.4370% of the budget, and the debt service fund with actual revenues at 566.288% of the budget.

Another important fund to take note of is the road use tax fund on page 2. These revenues are collected monthly from the State and are currently at 7478.0403% of the revised budget.

The solid waste fund, water fund, sewer fund and storm water fund are shown on page 3. These funds collect revenue on a daily basis from customers and all have actual revenues ranging from 7562.0274% to 8483.9657% of their budgets. Rate increases have been put in place for water (6759% water usage increase and 3% water availability increase in usage; 3% increase in availability) for April 1st. For July 1st, solid waste will have a a $0.43 monthly $0.44 monthly rate increase and sewer will have a 6% decrease while sewer will decrease rates 3%.

According to Iowa law, the City's expenditures cannot exceed their appropriations in any of the mandated "program" areas. Those areas are public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects, and business type/enterprise. These program areas cut across funds and require greater review to estimate compliance.

The best report in the monthly reports to review the current position of program expenditures is the *Major Operating Funds – Budget versus Actual* report. Although this report does not provide combined totals for each program area or for all funds, program areas are split out and totaled within each major fund. For instance, the public safety program's expenditures in the general fund are currently at 67% of the budget, which is below the 75% benchmark. Other funds that have public safety program expenditures include the police and fire retirement fund, police seizure fund, and police gift fund. The only other of the public safety funds on this report is the police and fire retirement fund which has actual expenditures at 72% of the revised budget. From these comparisons, it appears that the public safety program's expenditures are in-line with expectations. Despite this appearance, further detailed analysis is still required to ensure that there are no other trends or factors that may still cause this program to finish over budget.

On April 4th the revised FY22 budget was approved by City Council and filed with the Polk County Auditor. The revised budget figures will be integrated into the April financial reports. COVID-19 continues to have a notable, prolonged impact on the city's finances. Significant revenue losses have occurred for the general fund, hotel/motel tax, road use tax and golf course fund. Moreover, increased expenditures were made for additional staffing costs in the Fire Department and virus-related purchases. Over the next few weeks, each of the City's program areas will be reviewed to determine whether or not another budget amendment is required. If any one of the program areas is at risk for exceeding its State certified budget total, an additional amendment will be initiated and must be completed prior to June 1.

Respectfully submitted,

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
March 31, 2022

Cash Basis Fund Balances	$ 152,838,204.53
Investments	$ 152,559,024.84
Checking Account Balance (per bank)	501,141.22
Deposits in Transit	107,253.21
Outstanding Checks	(366,264.74)
Cash Drawer/Petty Cash *	3,050.00
Estimated Tax Payment	34,000.00
Total	$ 152,838,204.53

* Cash Drawer/Petty Cash:

Aquatic Centers	$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	200.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	25.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	300.00
	$ 3,050.00

City of Ankeny
Cash Balance Summary
March 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance March 31, 2022
General:							
General	100	$ 27,081,132.04	$ 24,240,415.50	$ -	$ 25,581,615.95	$ 1,214,520.64	$ 24,525,410.95
Hotel/Motel Tax	233	376,025.19	2,000.00	1,214,520.64	897,952.83	-	694,593.00
Special Revenue:							
Fire Gift	220	24,732.92	1,681.98	-	280.20	-	26,134.70
Hawkeye Park Player Fees	240	38,264.81	4,285.00	-	-	-	42,549.81
Police Gift	250	5,826.05	2,700.00	-	-	-	8,526.05
Road Use Tax	260	8,620,560.30	6,464,743.70	-	4,583,566.24	-	10,501,737.76
Police Seizure	270	79,266.99	12,330.52	-	9,710.60	-	81,886.91
Tax Increment Financing	280	2,023,247.61	5,352,609.18	-	88,298.00	-	7,287,558.79
Police and Fire Retirement	290	1,915,725.71	1,348,553.71	-	1,849,111.65	-	1,415,167.77
Landfill Post-Closure	295	100,530.22	-	-	-	-	100,530.22
Friends of the Ankeny Library	430	82,918.92	37,001.29	-	34,256.19	-	85,664.02
Park Dedication	440	581,938.32	22,115.17	-	-	-	604,053.49
Sports Complex Foundation	445	97,993.40	9,915.00	-	-	-	107,908.40
Ankeny Garden Club	446	10,164.85	1,380.00	-	3,640.00	-	7,904.85
Miracle Park Fund	448	50,946.20	7,880.60	-	-	-	58,826.80
Dog Park Trust Fund	449	274.98	333.27	-	-	-	608.25
Civic Trust Fund	484	3,756,369.32	-	-	-	-	3,756,369.32
Ankeny Community Foundation	491	-	-	-	-	-	-
Debt Service	300	1,668,956.85	8,213,757.89	-	2,341,728.56	-	7,540,986.18
Enterprise:							
Solid Waste	500	267,454.62	882,627.79	-	1,010,892.76	-	139,189.65
Utility Deposits	505	338,251.96	164,821.16	-	115,410.00	-	387,663.12
Water Operations	510	15,133,977.75	14,361,569.07	-	11,193,759.32	1,774,589.04	16,527,198.46
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,753,988.92	-	1,774,589.04	305,703.79	-	3,222,874.17
Sewer Operations	550	10,755,542.23	13,405,721.71	-	7,547,698.37	525,665.61	16,087,899.96
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	824,252.08	-	525,665.61	60,643.75	-	1,289,273.94
Storm Water	580	1,376,781.31	2,554,307.47	-	613,831.40	-	3,317,257.38
Golf Course	590	806,979.42	1,324,029.53	-	1,158,345.94	-	972,663.01
Capital Project:							
Utility Fund Capital Projects	6**	13,602,455.47	1,013,791.21	355,000.00	4,895,186.93	355,000.00	9,721,059.75
Special Assessments	8**	-	-	-	-	-	-
Capital Projects	8** & 9**	41,188,466.99	4,690,481.24	-	17,950,668.52	-	27,928,279.71
Total Budgeted		$ 137,726,143.55	$ 84,119,051.99	$ 3,869,775.29	$ 80,242,301.00	$ 3,869,775.29	$ 141,602,894.54
Internal Service:							
Revolving	710	582,886.84	995,013.51	-	874,374.50	-	703,525.85
Risk Management	720	1,158,401.15	1,230,660.55	-	962,212.26	-	1,426,849.44
Health Insurance	730	6,455,291.71	3,524,038.03	-	3,526,286.45	-	6,453,043.29
Sustainability Revolving Loan	770	27,128.06	-	-	-	-	27,128.06
Economic Development Revolving	780	250,043.95	10,500.00	-	-	-	260,543.95
Equipment Reserve	790	2,334,191.75	78,389.65	-	48,362.00	-	2,364,219.40
Total Unbudgeted		$ 10,807,943.46	$ 5,838,601.74	$ -	$ 5,411,235.21	$ -	$ 11,235,309.99
Total [1]		$ 148,534,087.01	$ 89,957,653.73	$ 3,869,775.29	$ 85,653,536.21	$ 3,869,775.29	$ 152,838,204.53

[1] Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
March 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance March 31, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	$ 1,235,531.45	$ -	$ -	$ 337,517.96	$ -	$ 898,013.49
Ash Tower Feeder Main	615	518,495.93	-	-	-	-	518,495.93
NW Booster Station	616	318,969.93	-	-	-	318,969.93	-
SE Magazine Rd Water Main	619	155,787.95	-	-	-	36,030.07	119,757.88
SW Irvinedale Dr Transmission Main-Ph 1	620	1,376,686.80	-	-	-	-	1,376,686.80
SW Irvinedale Dr Transmission Main-Ph 2	621	481,611.22	-	-	2,571.25	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(38,860.95)	1,005,754.08	-	1,318,491.65	-	(351,598.52)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(39,279.70)	-	-	51,715.16	-	(90,994.86)
Aquifer Storage Replacement #1	632	2,995,747.00	-	355,000.00	710,801.83	-	2,639,945.17
NW 36th & NW Weigel Water Main	634	(13,648.13)	7,888.13	-	4,440.00	-	(10,200.00)
Sanitary Sewer Replacement	650	2,037,199.63	-	-	298,946.42	-	1,738,253.21
West Outfall Relief Sewer	652	848,653.96	-	-	708,497.09	-	140,156.87
Canyon Landing Sanitary Sewer Cost Share	654	930,000.00	-	-	436,649.00	-	493,351.00
Otter Creek Trunk Sewer Extension	657	316,000.00	-	-	502,341.47	-	(186,341.47)
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	168,191.27	-	-	29,288.03	-	138,903.24
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Sanitary Sewer Study & Master Plan	662	14,498.85	-	-	14,498.85	-	-
Storm Sewer Replacement	680	859,696.81	149.00	-	370,486.36	-	489,359.45
Tradition Detention Basin	682	144,821.65	-	-	-	-	144,821.65
High Trestle Trail Channel Stab. - Phase 2	684	15,000.00	-	-	-	-	15,000.00
Westwinds Storm Sewer Extension	685	50,000.00	-	-	16,781.34	-	33,218.66
Tradition Park Basin Flood Repair	687	(269,929.85)	-	-	-	-	(269,929.85)
High Trestle Trail Channel Stab. - Phase 1	688	115,840.30	-	-	51,715.15	-	64,125.15
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	70,974.22	-	-	-	-	70,974.22
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
SE 3rd Street Storm Sewer Improvements	695	269,892.30	-	-	40,445.37	-	229,446.93
Total Utility Fund Capital Projects		$ 13,602,455.47	$ 1,013,791.21	$ 355,000.00	$ 4,895,186.93	$ 355,000.00	$ 9,721,059.75

City of Ankeny
Capital Projects Cash Balance Summary
March 31, 2022

Fund	Budget Number	Cash Balance July 1, 2021	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance March 31, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	$ (17,924.10)	$ -	$ -	$ 462,563.58	$ -	(480,487.68)
High Trestle Trail Restroom & Amenities	898	222,500.00	-	-	137,500.00	-	85,000.00
BAN/Bond Activity	900	2,678,906.65	248,704.88	-	72,273.51	-	2,855,338.02
Fire Station No. 4	901	150,000.00	-	-	-	-	150,000.00
Signature Park	904	1,850,000.00	-	-	7,000.00	-	1,843,000.00
Senior Center	905	995,715.57	1,863,653.00	-	2,233,830.34	-	625,538.23
SE Hulsizer Road Realignment	908	(20,065.69)	232,572.30	-	191,879.65	-	20,626.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	-	1,850.00
SE Convenience Blvd Extension	912	(4,110.81)	4,110.81	-	-	-	-
N Ankeny Blvd Landscape Improvements	913	14,470.86	-	-	24,654.75	-	(10,183.89)
Park Maintenance Facility Renovation	914	476,639.62	-	-	685,554.64	-	(208,915.02)
Pavement Preservation Program	915	369,384.09	-	-	345,582.63	-	23,801.46
Annual Street Replacement Program	916	1,706,879.55	-	-	782,308.11	-	924,571.44
Prairie Ridge Sports Complex	920	71,985.41	-	-	4,416.39	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	-	-	-	7,671.93	-	(7,671.93)
Community Entrance Signage	927	48,085.85	155.74	-	-	-	48,241.59
Library	928	2,785,990.28	-	-	2,040.00	-	2,783,950.28
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
Ankeny Public Services Library Remodel	934	406,528.31	-	-	242,566.50	-	163,961.81
NW 36th & NW State Interim Improvements	935	31,580.07	-	-	86,520.01	-	(54,939.94)
Annual Sidewalks/Trails	936	273,915.71	-	-	215,518.39	-	58,397.32
Older Parks Renovation	937	399,584.29	-	-	212,604.10	-	186,980.19
High Trestle Trail Extension	938	150,849.55	320,000.00	-	1,060,105.35	-	(589,255.80)
NE 18th St Asphalt-Meadow View to Cty 38th	941	150,000.00	-	-	142,621.20	-	7,378.80
NE 54 Street Bridge & Trail	945	(227,810.71)	-	-	667.40	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(287,110.02)	-	-	3,411.03	-	(290,521.05)
Asphalt Street Resurfacing	950	273,576.94	-	-	45,234.77	-	228,342.17
E 1st/I-35 Interchange Improvements	951	3,438,351.38	-	-	753,232.51	-	2,685,118.87
NW 18th Recon-NW Ash to N Anky Blvd	953	50,000.00	-	-	76,735.00	-	(26,735.00)
NE Four Mile Drive RCB Culvert	955	1,069,509.19	-	-	17,105.00	-	1,052,404.19
NW 18th St Extension-Weigel to Spruce	959	4,987,321.96	-	-	2,753,432.96	-	2,233,889.00
SE Creekview Paving/Drainage	962	231,329.71	21,405.00	-	-	-	252,734.71
Street Patching Program	963	1,326,971.34	-	-	836,214.08	-	490,757.26
Traffic Signalization	965	1,605,472.97	8,712.00	-	933,158.10	-	681,026.87
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	1,314,167.70	1,632,142.16	-	2,768,199.25	-	178,110.61
Park Development	973	629,947.55	4,303.00	-	527,736.41	-	106,514.14
Park Land Acquisition	974	81,690.18	-	-	2.00	-	81,688.18
Prairie Trail Public Improvements	977	8,599,916.39	-	-	186,464.14	-	8,413,452.25
NE Delaware Reconstruction 5th-18th	979	250,000.00	-	-	187,364.86	-	62,635.14
S Ankeny & Magazine Safety	982	100,932.83	-	-	473,576.13	-	(372,643.30)
SE Crosswinds/SE 77th Improvements	983	(805,113.54)	354,722.35	-	18,227.58	-	(468,618.77)
Ankeny Library Playground	984	21,412.51	-	-	11,336.00	-	10,076.51
PRSC Parking Lot Improvements	987	123,280.00	-	-	32,613.00	-	90,667.00
Oralabor & State Street Overpass	988	35,000.00	-	-	59,000.00	-	(24,000.00)
High Trestle Trail Trailhead & Pkg Lot	989	322,050.00	-	-	239,227.72	-	82,822.28
City Hall Council Chamber Renovation	991	(32,422.46)	-	-	53,992.18	-	(86,414.64)
NW 36th Widening from Ash to Ankeny Blvd	992	292,465.14	-	-	284,893.82	-	7,571.32
SE Delaware Widening	993	94,438.75	-	-	117,521.63	-	(23,082.88)
Delaware & Corporate Woods Intersection	994	374,701.16	-	-	381,816.29	-	(7,115.13)
Street/Sidewalk Oversizing	995	85,330.87	-	-	38,951.97	-	46,378.90
HVAC Replacement - City Hall	996	348,389.07	-	-	230,295.11	-	118,093.96
Capital Projects Reserve	997	3,522,855.48	-	-	-	-	3,522,855.48
SW Oralabor & State Safety Improvements	998	137,577.00	-	-	3,048.50	-	134,528.50
Total Non Utility Fund Capital Projects		$ 41,188,466.99	$ 4,690,481.24	$ -	$ 17,950,668.52	$ -	$ 27,928,279.71

City of Ankeny
Revenue Summary by Fund
March 31, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of March 31, 2022	Variance	Percent [2]
General:							
General	100	$ 34,914,489.26	$ 38,335,982.81	$ 37,684,219.00	$ 24,240,415.50	$ (13,443,803.50)	64.33%
Hotel/Motel Tax	233	34,170.26	29,539.15	3,000.00	2,000.00	(1,000.00)	66.67%
Special Revenue:							
Fire Gift	220	11,713	1,638	17,000.00	1,681.98	(15,318.02)	9.89%
Hawkeye Park Player Fees	240	5,158.90	10,574.07	12,000.00	4,285.00	(7,715.00)	35.71%
Police Gift	250	3,414.06	2,961.83	-	2,700.00	2,700.00	
Road Use Tax	260	7,017,938.25	8,209,309.76	8,732,000.00	6,464,743.70	(2,267,256.30)	74.04%
Police Seizure	270	11,907.24	2,328.21	6,200.00	12,330.52	6,130.52	198.88%
Tax Increment Financing	280	8,692,250.00	8,780,810.18	9,110,301.00	5,352,609.18	(3,757,691.82)	58.75%
Police and Fire Retirement	290	2,215,675.83	2,252,963.40	2,389,713.00	1,348,553.71	(1,041,159.29)	56.43%
Landfill Post-Closure	295	1,697.01	377.33	300.00	-	(300.00)	0.00%
Friends of the Ankeny Library	430	39,354.83	50,233.00	20,200.00	37,001.29	16,801.29	183.17%
Park Dedication	440	47,990.43	55,953.65	1,000.00	22,115.17	21,115.17	2211.52%
Sports Complex Foundation	445	10,148.52	16,356.91	10,200.00	9,915.00	(285.00)	97.21%
Ankeny Garden Club	446	1,476.22	1,453.29	1,380.00	1,380.00	-	100.00%
Miracle Park Fund	448	6,009.01	3,891.76	5,600.00	7,880.60	2,280.60	140.73%
Dog Park Trust Fund	449	443.05	14.18	-	333.27	333.27	
Civic Trust Fund	484	3,352,859.01	3,959,313.31	181,766.00	-	(181,766.00)	0.00%
Ankeny Community Foundation	491	2,010.28	-	-	-	-	
Debt Service	300	21,518,115.70	30,929,861.99	14,608,879.00	8,213,757.89	(6,395,121.11)	56.22%
Enterprise:							
Solid Waste	500	969,245.14	1,033,264.93	1,176,500.00	882,627.79	(293,872.21)	75.02%
Utility Deposits	505	175,112.77	190,560.45	215,000.00	164,821.16	(50,178.84)	76.66%
Water Operations	510	14,307,193.75	17,689,723.18	16,898,148.00	14,361,569.07	(2,536,578.93)	84.99%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	33,368.66	-	-	-	-	
Sewer Operations	550	16,941,428.82	18,881,394.17	15,778,006.00	13,405,721.71	(2,372,284.29)	84.96%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	2,464,813.86	3,225,761.70	3,247,060.00	2,554,307.47	(692,752.53)	78.67%
Golf Course	590	1,369,033.89	1,808,498.72	1,725,000.00	1,324,029.53	(400,970.47)	76.76%
Capital Project:							
Utility Fund Capital Projects	6**	171.00	3,066,056.00	-	1,013,791.21	1,013,791.21	
Special Assessments	8**	763.00	30,128.00	-	-	-	
Capital Projects	9**	18,237,118.43	18,139,504.75	28,572,310.00	4,690,481.24	(23,881,828.76)	16.42%
Total Budgeted Revenues		$ 132,385,070.05	$ 156,708,454.45	$ 140,395,782.00	$ 84,119,051.99	$ (56,276,730.01)	59.92%
Internal Service:							
Revolving	710	$ 1,077,219.44	$ 1,052,222.98	$ 1,194,027.00	$ 995,013.51	$ (199,013.49)	83.33%
Risk Management	720	1,465,471.59	1,850,530.80	1,054,000.00	1,230,660.55	176,660.55	116.76%
Health Insurance	730	4,728,663.68	4,695,875.26	4,851,000.00	3,524,038.03	(1,326,961.97)	72.65%
Sustainability Revolving Loan	770	3,428.12	2,199.67	1,336.00	-	(1,336.00)	0.00%
Economic Development Revolving	780	29,156.34	18,466.41	12,800.00	10,500.00	(2,300.00)	82.03%
Equipment Reserve	790	166,018.22	159,888.30	138,603.00	78,389.65	(60,213.35)	56.56%
Total Unbudgeted Revenues		$ 7,469,957.39	$ 7,779,183.42	$ 7,251,766.00	$ 5,838,601.74	$ (1,413,164.26)	80.51%
Total All Revenues [1]		$ 139,855,027.44	$ 164,487,637.87	$ 147,647,548.00	$ 89,957,653.73	$ (57,689,894.27)	60.93%

[1] Includes interfund transactions.
[2] March is 75% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
March 31, 2022

Fund	Budget Number	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of March 31, 2022	Variance	Percent [2]
General:							
General	100	$ 30,172,860.85	$ 31,625,929.69	$ 37,898,857.00	$ 25,581,615.95	$ (12,317,241.05)	67.50%
Hotel/Motel Tax	233	872,442.43	488,398.77	794,072.00	897,952.83	103,880.83	113.08%
Special Revenue:							
Fire Gift	220	7,978	-	14,000.00	280.20	(13,719.80)	2.00%
Hawkeye Park Player Fees	240	2,670.82	-	7,000.00	-	(7,000.00)	0.00%
Police Gift	250	2,034.80	4,548.95	-	-	-	
Road Use Tax	260	5,635,404.84	6,185,703.15	6,988,189.00	4,583,566.24	(2,404,622.76)	65.59%
Police Seizure	270	950.00	423.75	7,000.00	9,710.60	2,710.60	138.72%
Tax Increment Financing	280	1,816,765.00	1,671,478.00	1,997,804.00	88,298.00	(1,909,506.00)	4.42%
Police and Fire Retirement	290	1,996,682.50	2,228,394.57	2,574,375.00	1,849,111.65	(725,263.35)	71.83%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	17,856.10	35,631.42	20,000.00	34,256.19	14,256.19	171.28%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	-	53.30	1,000.00	3,640.00	2,640.00	364.00%
Miracle Park Fund	448	16,811.90	-	10,000.00	-	(10,000.00)	0.00%
Dog Park Trust Fund	449	-	5,432.44	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Ankeny Community Foundation	491	90,893.03	-	-	-	-	
Debt Service	300	30,666,302.38	40,288,141.60	23,630,465.00	2,341,728.56	(21,288,736.44)	9.91%
Enterprise:							
Solid Waste	500	780,137.51	1,192,185.54	1,158,029.00	1,010,892.76	(147,136.24)	87.29%
Utility Deposits	505	139,500.00	171,585.00	208,000.00	115,410.00	(92,590.00)	55.49%
Water Operations	510	9,245,136.87	10,867,811.78	15,395,535.00	11,193,759.32	(4,201,775.68)	72.71%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,052,944.57	2,261,885.08	5,314,238.00	305,703.79	(5,008,534.21)	5.75%
Sewer Operations	550	10,698,472.35	15,682,283.02	9,231,862.00	7,547,698.37	(1,684,163.63)	81.76%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	2,896,268.75	698,087.50	4,076,288.00	60,643.75	(4,015,644.25)	1.49%
Storm Water	580	612,973.68	843,306.50	933,207.00	613,831.40	(319,375.60)	65.78%
Golf Course	590	1,442,950.04	1,491,559.00	1,818,932.00	1,158,345.94	(660,586.06)	63.68%
Capital Project:							
Utility Fund Capital Projects	6**	8,861,957.87	4,070,502.57	11,023,750.00	4,895,186.93	(6,128,563.07)	44.41%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	30,672,135.90	27,987,534.84	26,733,319.00	17,950,668.52	(8,782,650.48)	67.15%
Total Budgeted Expenditures		$ 138,702,130.07	$ 147,800,876.47	$ 149,835,922.00	$ 80,242,301.00	$ (69,593,621.00)	53.55%
Internal Service:							
Revolving	710	$ 993,977.17	$ 1,004,042.19	$ 1,194,027.00	$ 874,374.50	$ (319,652.50)	73.23%
Risk Management	720	1,339,442.05	1,754,405.96	1,054,000.00	962,212.26	(91,787.74)	91.29%
Health Insurance	730	3,617,690.69	3,879,564.17	5,388,000.00	3,526,286.45	(1,861,713.55)	65.45%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	17,250.00	-	-	-	-	
Equipment Reserve	790	29,523.23	47,875.00	52,500.00	48,362.00	(4,138.00)	92.12%
Total Unbudgeted Expenditures		$ 5,997,883.14	$ 6,685,887.32	$ 7,688,527.00	$ 5,411,235.21	$ (2,277,291.79)	70.38%
Total All Expenditures [1]		$ 144,700,013.21	$ 154,486,763.79	$ 157,524,449.00	$ 85,653,536.21	$ (71,870,912.79)	54.37%

[1] Includes interfund transactions.
[2] March is 75% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
March 31, 2022

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of March 31, 2022	Over (under) Budget	Percent [1]
General Fund:						
Property Tax:						
General Property Tax	$ 21,182,764	$ 23,406,273	$ 24,918,522	$ 13,991,352	$ (10,927,170)	56.15%
Ag Land Tax	12,090	13,090	12,943	10,085	(2,858)	77.92%
Airport Authority Levy	520,868	580,365	617,815	346,893	(270,922)	56.15%
Subtotal	$ 21,715,722	$ 23,999,728	$ 25,549,280	$ 14,348,330	$ (11,200,950)	56.16%
Non-Property Taxes:						
Hotel/Motel Tax	$ 1,341,089	$ 834,306	$ 1,128,000	$ 1,214,521	$ 86,521	107.67%
Mobile Home Tax	14,775	15,970	15,300	12,069	(3,231)	78.88%
Utility Replacement Tax	169,700	162,311	185,825	94,044	(91,781)	50.61%
Utility Franchise Tax	1,274,229	1,359,440	1,321,000	1,078,720	(242,280)	81.66%
Cable TV Franchise Tax	267,155	256,414	260,000	189,371	(70,629)	72.83%
Subtotal	$ 3,066,947	$ 2,628,441	$ 2,910,125	$ 2,588,725	$ (321,400)	88.96%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	$ 64,258	$ 12,711	$ 58,000	$ 81,638	$ 23,638	140.76%
Cigarette Permits	6,875	4,500	5,000	1,450	(3,550)	29.00%
Solicitor Licenses	5,010	7,345	7,000	3,570	(3,430)	51.00%
Miscellaneous Business Licenses	3,825	9,795	4,000	2,610	(1,390)	65.25%
Garbage Licenses	1,400	1,200	1,400	1,400	-	100.00%
Pet Licenses	19,783	44,039	25,000	32,479	7,479	129.92%
Fire Permits	3,170	8,885	7,000	3,763	(3,237)	53.76%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,150	14,525	14,000	10,715	(3,285)	76.54%
Building Permits	1,809,995	2,333,174	1,753,000	1,352,058	(400,942)	77.13%
Electrical Permits	178,164	192,981	141,000	127,440	(13,560)	90.38%
Heating Permits	115,850	128,679	94,000	91,293	(2,707)	97.12%
Plumbing Permits	132,677	149,211	127,000	92,486	(34,514)	72.82%
Driveway Permits	16,175	22,985	18,000	11,705	(6,295)	65.03%
Sidewalk Permits	16,700	23,685	19,000	11,155	(7,845)	58.71%
Moving/Demolition Permits	250	450	200	8,597	8,397	4298.50%
Fence & Oversize Permits	53,321	115,325	99,000	49,057	(49,943)	49.55%
Subtotal	$ 2,441,603	$ 3,069,489	$ 2,372,600	$ 1,881,417	$ (491,183)	79.30%
Use of Money and Property:						
Interest	$ 1,869,636	$ 367,184	$ 300,000	$ 104,784	$ (195,216)	34.93%
Commissions	6,524	414	8,000	13,899	5,899	173.74%
Advertising	8,800	1,550	-	-	-	
Leases	40,851	46,525	42,934	38,090	(4,844)	88.72%
Community Centers Rental	46,355	39,777	50,000	51,675	1,675	103.35%
Park Shelter Rentals	9,824	18,985	17,000	15,093	(1,907)	88.78%
Sports Complex Rentals	61,523	96,612	72,000	76,495	4,495	106.24%
Aquatic Center Rentals	13,291	28,136	27,000	14,337	(12,663)	53.10%
Miscellaneous Rentals	4,877	3,628	13,000	9,726	(3,274)	74.82%
Subtotal	$ 2,061,680	$ 602,810	$ 529,934	$ 324,100	$ (205,834)	61.16%
Intergovernmental Revenue:						
Local:						
Fire Protection	$ 314,728	$ 340,823	$ 367,000	$ 187,199	$ (179,801)	51.01%
School/Police Agreements	182,292	195,678	130,533	145,066	14,533	111.13%
County Library Contribution	130,444	135,316	135,316	113,082	(22,234)	83.57%
Other Local Contributions	62,317	31,958	33,000	39,900	6,900	120.91%
State:						
Commercial & Industrial Replacement	613,801	640,447	624,283	333,208	(291,075)	53.37%
Library Contribution	24,564	23,723	23,700	31,060	7,360	131.05%
Miscellaneous Grants	-	-	-	18,208	18,208	
Federal:						
Public Safety Grants	152,032	1,807,313	106,174	168,402	62,228	158.61%
Subtotal	$ 1,480,178	$ 3,175,259	$ 1,420,006	$ 1,036,125	$ (383,881)	72.97%
Service Charges:						
Police and Fire:						
Insurance Reports	$ 9,070	$ 8,325	$ 9,000	$ 6,793	$ (2,207)	75.48%
Fire/Ambulance Reports	270	205	200	100	(100)	50.00%
False Alarm Fees	3,800	4,455	4,000	1,725	(2,275)	43.13%
Ambulance Charges	2,150,712	2,331,846	2,140,704	2,021,629	(119,075)	94.44%
Fingerprinting	15,115	5,013	20,000	9,674	(10,326)	48.37%
Towing Surcharge	2,060	2,290	2,000	1,420	(580)	71.00%
Plan Review Fees	14,460	17,075	15,000	26,175	11,175	174.50%
Parks and Recreation:						
Admissions	320,376	248,738	412,000	364,794	(47,206)	88.54%
Season Passes	27,010	383,366	410,000	104,142	(305,858)	25.40%
Special Population	5,233	3,867	12,000	1,854	(10,146)	15.45%
Special Programs	152,511	62,776	158,000	104,397	(53,603)	66.07%
Rec Programs - Tax Exempt	231,089	298,889	315,000	396,580	81,580	125.90%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of March 31, 2022	Over (under) Budget	Percent [1]
Swimming Lessons	26,021	98,960	97,000	5,564	(91,436)	5.74%
Dog Park Passes	35,611	39,026	35,000	25,935	(9,065)	74.10%
Housing and Subdivision:						
Housing Code	48,725	54,505	70,000	76,325	6,325	109.04%
Plan Review Fees	224,747	396,464	224,000	272,150	48,150	121.50%
Site Plan Review	11,920	12,030	11,000	13,080	2,080	118.91%
Zoning	5,200	7,990	4,000	5,300	1,300	132.50%
Subdivision Filing Fees	11,605	14,220	12,000	10,080	(1,920)	84.00%
Board of Adjustment Fees	1,940	4,920	1,000	2,340	1,340	234.00%
Architect Review Board Fees	6,625	4,910	4,000	4,580	580	114.50%
Nuisance Abatements	230	-	500	-	(500)	0.00%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	304,853	266,797	335,138	229,919	(105,219)	68.60%
Animal Impound Fees	760	752	500	1,005	505	201.00%
Copy Charges	5,226	4,712	8,000	6,374	(1,626)	79.68%
Miscellaneous Service Charges	16,104	13,645	9,000	8,624	(376)	95.82%
Subtotal	$ 3,631,274	$ 4,285,775	$ 4,309,042	$ 3,700,559	$ (608,483)	85.88%
Other Revenues:						
Map Sales	$ 55	$ 25	$ -	$ 15	$ 15	
Sales/Salvages	3,170	6,470	600	1,787	1,187	297.88%
Concessions	141,040	140,472	196,000	159,486	(36,514)	81.37%
Contributions-Private Sources	25,950	-	5,000	250	(4,750)	5.00%
Program Sponsorships	19,759	13,750	18,000	21,696	3,696	120.53%
Refunds/Rebates	25,413	3,851	-	11,565	11,565	
Prairie Ridge Maint Reimb	174,126	211,109	241,132	72,224	(168,909)	29.95%
Roadway Signage Reimb	4,700	797	10,000	-	(10,000)	0.00%
Police OT Reimb	17,132	3,361	11,000	15,315	4,315	139.23%
Court Fines	59,615	56,131	60,000	38,989	(21,011)	64.98%
Library Fines	29,139	19,374	40,000	15,596	(24,404)	38.99%
Miscellaneous Library Revenues	3,460	7,808	8,000	5,281	(2,719)	66.01%
Miscellaneous Revenues	12,627	110,363	3,500	18,117	14,617	517.63%
Overages/Shortages	900	971	-	839	839	
Subtotal	$ 517,086	$ 574,481	$ 593,232	$ 361,160	$ (232,072)	60.88%
Fund Total	$ 34,914,489	$ 38,335,983	$ 37,684,219	$ 24,240,416	$ (13,443,804)	64.33%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	$ 6,452	$ 1,821	$ 1,000	$ -	$ (1,000)	0.00%
Refunds/Reimbursements	27,718	27,718	2,000	2,000	-	100.00%
Fund Total	$ 34,170	$ 29,539	$ 3,000	$ 2,000	$ (1,000)	66.67%
Road Use Tax Fund:						
Intergovenmental Revenue:						
Road Use Taxes	$ 7,017,938	$ 8,171,259	$ 8,704,000	$ 6,457,202	$ (2,246,798)	74.19%
Interest	-	34,286	28,000	-	(28,000)	0.00%
Grants	-	-	-	4,735	4,735	
Salvage Sales	-	3,765	-	2,807	2,807	
Fund Total	$ 7,017,938	$ 8,209,310	$ 8,732,000	$ 6,464,744	$ (2,267,256)	74.04%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	$ 8,060,008	$ 8,126,830	$ 8,251,135	$ 4,871,357	$ (3,379,778)	59.04%
TIF District Urban Renewal II	-	259,026	366,255	233,029	(133,226)	63.62%
TIF District Urban Renewal III	484,184	376,097	475,911	226,889	(249,022)	47.67%
Use of Money and Property:						
Interest	74,642	18,857	17,000	-	(17,000)	0.00%
Other Reimbursements	73,417	-	-	21,333	21,333	
Fund Total	$ 8,692,250	$ 8,780,810	$ 9,110,301	$ 5,352,609	$ (3,757,692)	58.75%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	$ 2,083,465	$ 2,128,826	$ 2,265,320	$ 1,271,941	$ (993,379)	56.15%
Non-property Taxes:						
Mobile Home Tax	1,418	1,420	1,000	1,071	71	107.06%
Utility Replacement Tax	16,291	14,399	16,485	8,343	(8,142)	50.61%
Intergovenmental Revenue:						
Commercial & Industrial Replacement	58,925	56,814	55,380	29,559	-	53.37%
Grants	21,497	30,907	23,468	11,605	(11,863)	49.45%
School Police Agreements	23,480	16,843	26,560	26,036	(524)	98.03%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	-	-	-	-	
Fund Total	$ 2,215,676	$ 2,252,963	$ 2,389,713	$ 1,348,554	$ (1,041,159)	56.43%
Debt Service Fund:						
Property Tax:						
General Property Tax	$ 13,157,967	$ 13,540,664	$ 14,164,758	$ 7,987,008	$ (6,177,750)	56.39%
Non-property Taxes:						
Mobile Home Tax	8,278	8,385	9,000	6,233	(2,767)	69.25%
Utility Replacement Tax	95,032	85,082	95,910	48,539	(47,371)	50.61%

	2019-20 Actual	2020-21 Actual	2021-22 Budget	As of March 31, 2022	Over (under) Budget	Percent [1]
Intergovenmental Revenue:						
Commercial & Industrial Replacement	343,733	335,718	322,211	171,978	(150,233)	53.37%
Interest	74,261	13,654	17,000	-	(17,000)	0.00%
Bond Proceeds	7,838,845	16,946,359	-	-	-	
Fund Total	$ 21,518,116	$ 30,929,862	$ 14,608,879	$ 8,213,758	$ (6,395,121)	56.22%
Solid Waste Fund:						
Recycling Fees	$ 947,603	$ 1,013,951	1,158,000	868,392	(289,608)	74.99%
Service Charges	17,633	18,479	18,000	14,236	(3,764)	79.09%
Interest	4,009	835	500	-	(500)	0.00%
Fund Total	$ 969,245	$ 1,033,265	$ 1,176,500	$ 882,628	$ (293,872)	75.02%
Water Fund:						
Refunds	$ 19,340	$ 7,452	11,000	8,293	$ (2,707)	75.39%
Sales Tax	801	501	-	(197)	(197)	
Excise Tax	697,494	854,186	894,000	722,667	(171,333)	80.84%
Cell Tower Lease	78,382	104,105	79,576	63,864	(15,712)	80.26%
Outside Billing	29,206	25,040	22,000	8,643	(13,357)	39.29%
Water Sales	9,479,446	12,019,100	11,769,054	10,301,462	(1,467,592)	87.53%
Hook Up Fees	312,617	708,238	200,000	231,372	31,372	115.69%
Meter Sales	463,347	568,996	600,000	343,984	(256,016)	57.33%
Temporary Water Sales	108,100	118,620	87,000	61,720	(25,280)	70.94%
Water Availability	2,977,547	3,131,602	3,128,518	2,496,029	(632,489)	79.78%
Service Charges	94,128	118,893	97,000	98,895	1,895	101.95%
Unapplied Credits	(5,364)	9,362	-	23,332	23,332	
Deposits	175,113	190,560	215,000	164,821	(50,179)	76.66%
Interest	49,319	11,503	10,000	-	(10,000)	0.00%
Bond Proceeds	33,369	-	-	-	-	
Miscellaneous	2,830	12,125	-	1,505	1,505	
Fund Total	$ 14,515,675	$ 17,880,284	$ 17,113,148	$ 14,526,390	$ (2,586,758)	84.88%
Sewer Fund:						
Sales Tax	$ 237,836	$ 267,234	$ 240,000	$ 183,189	$ (56,811)	76.33%
Refunds	-	1,704	-	-	-	
Miscellaneous	5,933	-	-	-	-	
Miscellaneous Service Charge	67,688	71,340	70,000	48,261	(21,739)	68.94%
Sewer Disposal Fee	-	1,435	-	-	-	
Sewer Rental	9,466,913	10,842,210	9,076,946	7,591,071	(1,485,875)	83.63%
Hook Up Fees	877,613	1,163,433	400,000	775,092	375,092	193.77%
Sewer Availability	6,231,200	6,527,031	5,975,060	4,796,053	(1,179,007)	80.27%
Interest	54,245	7,008	16,000	12,056	(3,944)	75.35%
Fund Total	$ 16,941,429	$ 18,881,394	$ 15,778,006	$ 13,405,722	$ (2,372,284)	84.96%
Storm Water Fund						
Permits	$ 10,122	$ 131,131	$ 87,000	$ 72,870	$ (14,130)	83.76%
Interest	25,013	7,493	6,000	-	(6,000)	0.00%
Sales Tax	41,906	56,134	59,000	46,085	(12,915)	78.11%
Service Charges	2,387,744	3,031,004	3,095,060	2,434,527	(660,533)	78.66%
Miscellaneous	29	-	-	826	826	
Fund Total	$ 2,464,814	$ 3,225,762	$ 3,247,060	$ 2,554,307	$ (692,753)	78.67%
Golf Course Fund:						
Refunds	$ 975	$ 1,748	$ 1,000	$ 1,980	$ 980	198.00%
Rebates	-	128	-	-	-	
Commissions	1,213	-	2,000	2,114	114	105.70%
Miscellaneous Service Charges	23,032	9,419	29,000	15,261	(13,739)	52.63%
Gift Certificates	2,593	5,161	-	4,941	4,941	
Driving Range	131,664	198,423	110,000	99,290	(10,710)	90.26%
Rec Program Fees	10,825	22,296	21,000	20,982	(18)	99.91%
Overages (Shortages)	(36)	(394)	-	(300)	(300)	
Food and Beverage Sales	154,464	134,467	225,000	151,091	(73,909)	67.15%
Clubhouse and Banquet Rental	41,811	25,162	38,000	21,235	(16,765)	55.88%
Alcoholic Beverage Sales	147,942	204,177	201,000	171,070	(29,930)	85.11%
Season Passes	55,578	97,094	63,000	37,866	(25,134)	60.11%
Greens Fees	400,827	567,382	512,000	411,003	(100,997)	80.27%
Merchandise Sales	74,720	103,715	106,000	66,527	(39,473)	62.76%
Cart Rental	251,803	341,504	325,000	246,265	(78,735)	75.77%
Equipment Rental	1,750	1,258	3,000	2,167	(833)	72.23%
Salvage Sales	-	91	-	-	-	
Sales Tax	24,069	36,320	31,000	23,947	(7,053)	77.25%
Miscellaneous Revenue	35,691	58,305	56,000	48,591	(7,409)	86.77%
Interest	10,113	2,245	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	$ 1,369,034	$ 1,808,499	$ 1,725,000	$ 1,324,030	$ (400,970)	76.76%
Total - Major Operating Funds	$ 110,652,836	$ 131,367,670	$ 111,567,826	$ 78,315,157	$ (33,252,669)	70.20%

[1] March is 75% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
March 31, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	$ 7,000	$ 81,704	$ 74,704	1167%	$ 911,040	$ 1,206,148	$ 295,108	132%
Police Operations	1112	309,707	289,911	(19,796)	94%	7,742,612	4,272,254	(3,470,358)	55%
Police Support Services	1114	48,000	29,027	(18,973)	60%	2,228,406	1,687,482	(540,924)	76%
Crossing Guards	1119	-	329	329		87,586	69,329	(18,257)	79%
Emergency Preparedness	1140	-	-	-	N/A	92,961	82,481	(10,480)	89%
Fire Support	1141	389,200	218,256	(170,944)	56%	1,120,554	806,030	(314,524)	72%
Fire Suppression	1142	1,000	8,632	7,632	863%	3,102,992	2,306,691	(796,301)	74%
Emergency Medical Services	1144	2,141,704	2,039,836	(101,868)	95%	5,192,452	3,314,780	(1,877,672)	64%
Code Enforcement	1460	2,458,200	2,055,885	(402,315)	84%	1,906,063	1,346,157	(559,906)	71%
Animal Control	2224	500	1,005	505	201%	13,000	14,125	1,125	109%
Subtotal		$ 5,355,311	$ 4,724,586	$ (630,725)	88%	$ 22,397,666	$ 15,105,477	$ (7,292,189)	67%
Health & Social Services:									
Mosquito Control	2223	$ -	$ -	$ -		$ -	$ -	$ -	
Special Populations	2448	12,000	1,854	(10,146)	15%	19,000	730	(18,270)	4%
				-				-	
Subtotal		$ 12,000	$ 1,854	$ (10,146)	15%	$ 19,000	$ 730	$ (18,270)	4%
Culture & Recreation:									
Library	2331	$ 229,616	$ 191,350	$ (38,266)	83%	$ 2,495,852	$ 1,802,403	$ (693,449)	72%
Park Administration	2440	57,000	51,140	(5,860)	90%	328,156	260,005	(68,151)	79%
Park Maintenance	2441	-	171	171	N/A	1,690,743	1,012,655	(678,088)	60%
Recreation Programs	2442	475,000	494,708	19,708	104%	913,738	693,997	(219,741)	76%
Community Center	2443	50,000	113,899	63,899	228%	129,050	82,582	(46,468)	64%
Aquatic Centers	2444	1,108,000	598,627	(509,373)	54%	1,287,567	788,231	(499,336)	61%
Prairie Ridge Sports Complex	2445	336,761	170,548	(166,213)	51%	997,488	575,814	(421,674)	58%
Hawkeye Concessions	2446	63,000	32,259	(30,741)	51%	59,449	22,341	(37,108)	38%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		$ 2,319,377	$ 1,652,702	$ (666,675)	71%	$ 7,902,643	$ 5,238,028	$ (2,664,615)	66%
Public Works:									
Public Transportation	3540	$ -	$ -	$ -		$ -	$ -	$ -	
Airport Authority	3548	637,714	357,522	(280,192)	56%	637,414	318,707	(318,707)	50%
Subtotal		$ 637,714	$ 357,522	$ (280,192)	56%	$ 637,414	$ 318,707	$ (318,707)	50%
Community & Economic Development:									
Development Engineering	3545	$ 98,000	$ 39,157	$ (58,843)	40%	$ 878,523	$ 670,917	$ (207,606)	76%
Housing Authority	3648	-	-	-	N/A	13,208	8,208	(5,000)	62%
Economic Development	4886	-	-	-	N/A	351,107	252,778	(98,329)	72%
Planning & Building	4887	34,000	38,275	4,275	113%	1,095,316	779,689	(315,627)	71%
Subtotal		$ 132,000	$ 77,432	$ (54,568)	59%	$ 2,338,154	$ 1,711,592	$ (626,562)	73%
General Government:									
Communications	2335	$ -	$ 2,446	$ 2,446	N/A	$ 424,502	$ 284,512	$ (139,990)	67%
Mayor and City Council	4881	-	-	-	N/A	224,741	135,085	(89,656)	60%
Human Resources	4882	-	-	-	N/A	466,648	305,261	(161,387)	65%
City Manager	4883	-	-	-	N/A	1,022,837	804,034	(218,803)	79%
City Clerk	4884	100,400	124,419	24,019	124%	495,162	326,582	(168,580)	66%
Finance	4885	28,792,279	17,068,556	(11,723,723)	59%	545,865	371,245	(174,620)	68%
Information Technology	4889	335,138	230,899	(104,239)	69%	1,340,555	919,676	(420,879)	69%
City Hall Building	4891	-	-	-	N/A	83,670	60,686	(22,984)	73%
Subtotal		$ 29,227,817	$ 17,426,320	$ (11,801,497)	60%	$ 4,603,980	$ 3,207,082	$ (1,396,898)	70%
Total General Fund		$ 37,684,219	$ 24,240,416	$ (13,443,804)	64%	$ 37,898,857	$ 25,581,616	$ (12,317,241)	67%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	$ 3,000	$ 2,000	$ (1,000)	67%	$ 794,072	$ 897,953	$ 103,881	113%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	$ -	$ -	$ -	N/A	$ 682,000	$ 497,940	$ (184,060)	73%
Roadway Administration	3261	8,732,000	6,464,744	(2,267,256)	74%	1,844,154	1,338,257	(505,897)	73%
Roadway Maintenance	3262	-	-	-	N/A	2,418,791	1,645,978	(772,813)	68%
Snow and Ice Control	3263	-	-	-	N/A	836,126	380,774	(455,352)	46%
Traffic Safety	3265	-	-	-	N/A	1,207,118	720,616	(486,502)	60%
Total Road Use Tax Fund		$ 8,732,000	$ 6,464,744	$ (2,267,256)	74%	$ 6,988,189	$ 4,583,566	$ (2,404,623)	66%
Tax Increment Financing									
Community and Economic Development	4280	$ 9,110,301	$ 5,352,609	$ (3,757,692)	59%	$ 1,997,804	$ 88,298	$ (1,909,506)	4%
Police and Fire Retirement									
Public Safety:	4290	$ 2,389,713	$ 1,348,554	$ (1,041,159)	56%	$ 2,574,375	$ 1,849,112	$ (725,263)	72%
Debt Service									
Debt Service:	4300	$ 14,608,879	$ 8,213,758	$ (6,395,121)	56%	$ 23,630,465	$ 2,341,729	$ (21,288,736)	10%
Solid Waste									
Enterprise:	3500	$ 1,176,500	$ 882,628	$ (293,872)	75%	$ 1,158,029	$ 1,010,893	$ (147,136)	87%
Water									
Enterprise:									
Utility Deposits	3505	$ 215,000	$ 164,821	$ (50,179)	77%	$ 208,000	$ 115,410	$ (92,590)	55%
Water Administration	3510	16,898,148	14,361,569	(2,536,579)	85%	13,119,565	9,581,974	(3,537,591)	73%
Water Maintenance	3512	-	-	-	N/A	2,275,970	1,611,785	(664,185)	71%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	5,314,238	305,704	(5,008,534)	6%
Total Water Fund		$ 17,113,148	$ 14,526,390	$ (2,586,758)	85%	$ 20,917,773	$ 11,614,873	$ (9,302,900)	56%
Sewer									
Enterprise:									
Wastewater Administration	3550	$ 15,778,006	$ 13,405,722	$ (2,372,284)	85%	$ 7,942,079	$ 6,348,067	$ (1,594,012)	80%
Wastewater Operations	3552	-	-	-	N/A	1,289,783	1,199,631	(90,152)	93%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	4,076,288	60,644	(4,015,644)	1%
Total Sewer Fund		$ 15,778,006	$ 13,405,722	$ (2,372,284)	85%	$ 13,308,150	$ 7,608,342	$ (5,699,808)	57%
Storm Water									
Enterprise:									
Storm Water Administration	3580	$ 3,247,060	$ 2,554,307	$ (692,753)	79%	$ 735,388	$ 491,691	$ (243,697)	67%
Street Cleaning	3584	-	-	-	N/A	197,819	122,141	(75,678)	62%
Total Storm Water Fund		$ 3,247,060	$ 2,554,307	$ (692,753)	79%	$ 933,207	$ 613,831	$ (319,376)	66%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	$ 1,000	$ 1,980	$ 980	198%	$ 615,474	$ 370,939	$ (244,535)	60%
Golf Course Pro Shop	2592	1,182,000	916,676	(265,324)	78%	612,958	378,356	(234,602)	62%
Golf Course Banquet Services	2595	542,000	405,373	(136,627)	75%	590,500	409,051	(181,449)	69%
Total Golf Course Fund		$ 1,725,000	$ 1,324,030	$ (400,970)	77%	$ 1,818,932	$ 1,158,346	$ (660,586)	64%
Total		$ 111,567,826	$ 78,315,157	$ (33,252,669)	70%	$ 112,019,853	$ 57,348,559	$ (54,671,294)	51%

City of Ankeny
Investment Schedule
March 2022

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance March 31, 2022
Capital Projects													
37265	IPAIT	CD	CD	1.850%	2/25/2020	9/24/2021	577	$ 4,000,000.00	$ -	$ -	$ 116,995.09	$ 4,000,000.00	$ -
37206	IPAIT	CD	CD	1.750%	11/5/2019	11/4/2021	730	2,000,000.00	-	-	70,018.63	2,000,000.00	-
900004461	Northwest Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	7,541.20	3,000,000.00	-
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	4,000,000.00	-	-	-	-	4,000,000.00
22362	South Story Bank & Tru	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	-	-	2,000,000.00
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
	Great Western Bank	MM	Money market	0.100%	N/A	N/A	MM	27,097,329.58	-	-	20,403.96	-	27,097,329.58
Subtotal								$ 45,097,329.58	$ -	$ -	$ 214,958.88	$ 9,000,000.00	$ 36,097,329.58
Equipment Reserve													
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
Subtotal								$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
General Funds													
313-91634	RBC Wealth Managem	Bank of China	Commercial Paper	0.260%	3/11/2021	9/17/2021	190	$ 4,993,138.89	$ -	$ -	$ 6,861.11	$ 4,993,138.89	$ -
3686-4618	Robert W. Baird & Co.	Natixis	Commercial Paper	0.190%	4/27/2021	1/21/2022	269	4,992,901.39	-	-	7,130.07	4,992,901.39	-
3000595287	Lincoln Savings Bank	CD	CD	0.250%	2/5/2021	2/5/2022	365	3,000,000.00	-	-	7,507.04	3,000,000.00	-
260001405	Community State	CD	CD	0.300%	4/14/2021	4/14/2022	365	3,000,000.00	-	-	-	-	3,000,000.00
920-120-9	Farmers State Bank	CD	CD	0.330%	4/16/2021	4/16/2022	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	Bank of China	Commercial Paper	0.200%	9/24/2021	6/17/2022	266	4,992,611.11	-	-	-	-	4,992,611.11
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	-	-	2,992,880.01
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	-	-	4,976,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	0.677%	2/7/2022	11/30/2022	296	5,000,000.00	18,956.04	53,345.22	-	-	5,072,301.26
313-91634	RBC Wealth Managem	T-Note	T-Note	0.938%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	-	-	2,979,035.71
22378	South Story Bank & Tru	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	-	-	2,000,000.00
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
	Lincoln Savings Bank	MM	Money market	0.100%	N/A	N/A	MM	14,763,748.66	-	-	11,075.53	-	14,763,748.66
39246-101	IPAIT	MM	Money market	0.010%	N/A	N/A	MM	15.52	-	-	5.45	-	15.52
	Great Western Bank	MM	Money market	0.100%	N/A	N/A	MM	76,846,933.30	-	-	45,523.65	27,687,229.36	49,159,703.94
	Farmers State Bank	MM	Money market	0.350%	N/A	N/A	MM	10,025,399.05	-	-	26,303.26	-	10,025,399.05
Subtotal								$ 151,583,627.93	$ 19,391.12	$ 31,945.85	$ 104,406.11	$ 40,673,269.64	$ 110,961,695.26
Police/Fire Pension													
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
Subtotal								$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
Sewer Improvement Fund													
37272	IPAIT	CD	CD	0.800%	3/20/2020	9/21/2021	550	$ 1,000,000.00	$ -	$ -	$ 12,055.78	$ 1,000,000.00	$ -
260001432	Community State	CD	CD	0.190%	6/7/2021	6/7/2022	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	0.190%	6/24/2021	6/24/2022	365	500,000.00	-	-	-	-	500,000.00
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								$ 3,000,000.00	$ -	$ -	$ 12,055.78	$ 1,000,000.00	$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	0.190%	6/7/2021	6/7/2022	365	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Subtotal								$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Total Investments								$ 203,180,957.51	$ 19,391.12	$ 31,945.85	$ 331,420.77	$ 50,673,269.64	$ 152,559,024.84

Totals by Institution

City of Ankeny
Investment Schedule
March 2022

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance March 31, 2022
	Bank of the West							$ -	$ -	$ -	$ -	$ -	$ -
	Bankers Trust							-	-	-	-	-	-
	BNP Paribas							-	-	-	-	-	-
	Community State							7,500,000.00	-	-	-	-	7,500,000.00
	Farmers State Bank							15,025,399.05	-	-	26,303.26	-	15,025,399.05
	First National Bank							-	-	-	-	-	-
	Great Southern Bank							-	-	-	-	-	-
	Great Western Bank							103,944,262.88	-	-	65,927.61	27,687,229.36	76,257,033.52
	IPAIT							15,000,015.52	-	-	199,074.95	7,000,000.00	8,000,015.52
	Lincoln Savings Bank							20,763,748.66	-	-	18,582.57	3,000,000.00	17,763,748.66
	Northwest Bank							6,000,000.00	-	-	7,541.20	3,000,000.00	3,000,000.00
	RBC Wealth Management							25,954,630.01	19,391.12	31,945.85	6,861.11	4,993,138.89	21,012,828.09
	Robert W. Baird & Co.							4,992,901.39	-	-	7,130.07	4,992,901.39	-
	Two Rivers Bank							-	-	-	-	-	-
	South Story Bank & Trust							4,000,000.00	-	-	-	-	4,000,000.00
	US Bank							-	-	-	-	-	-
	Wells Fargo							-	-	-	-	-	-
	Total							$ 203,180,957.51	$ 19,391.12	$ 31,945.85	$ 331,420.77	$ 50,673,269.64	$ 152,559,024.84

Totals by Type

	Mutual fund							$ -	$ -	$ -	$ -	$ -	$ -
	CD							43,500,000.00	-	-	214,117.74	13,000,000.00	30,500,000.00
	Money market							128,733,426.11	-	-	103,311.85	27,687,229.36	101,046,196.75
	T-Note							8,000,000.00	19,391.12	31,945.85	-	-	8,051,336.97
	Commercial paper							22,947,531.40	-	-	13,991.18	9,986,040.28	12,961,491.12
								$ 203,180,957.51	$ 19,391.12	$ 31,945.85	$ 331,420.77	$ 50,673,269.64	$ 152,559,024.84

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for March 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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March 2022 Building Permit Report

City of Ankeny
Building Permit Report
Month of March 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	March-22		March-21		1/1/2022-3/31/2022		1/1/2021-3/31/2021		7/1/2021-3/31/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	42	$13,570,795	69	$20,725,092	119	$35,427,383	156	$44,772,984	379	$114,402,630
New Single Family Attached/Duplex	16	$4,058,221	40	$8,737,184	55	$13,105,581	80	$17,085,041	181	$43,629,255
New Multi - Family	0	$0	0	$0	1	$750,000	0	$0	45	$16,929,010
Total New Residential Permits	**58**	**$17,629,016**	**109**	**$29,462,276**	**175**	**$49,282,964**	**236**	**$61,858,025**	**605**	**$174,960,895**
Additions/Alterations/Other (1)	64	$1,023,574	91	$666,465	151	$2,313,749	179	$1,899,428	536	$6,614,438
Total New Dwelling Units	***58***		***109***		***174***		***236***		***650***	
NON-RESIDENTIAL										
New Commercial	5	$40,002,878	2	$14,700,000	6	$40,127,878	3	$15,700,000	21	$81,167,691
COM Additions/Alterations/Other	15	$1,249,189	8	$3,771,110	32	$6,290,467	23	$6,867,368	99	$39,580,536
New Church	0	$0	0	$0	0	$0	0	$0	0	$0
CHR Additions/Alterations/Other	0	$0	3	$4,778,000	0	$0	5	$4,784,000	2	$55,000
New School	0	$0	0	$0	0	$0	0	$0	0	$0
SCH Additions/Alterations/Other	2	$34,550	1	$5,176,000	2	$34,550	1	$5,176,000	2	$34,550
Total Non Residential Permits	**22**	**$41,286,617**	**14**	**$28,425,110**	**40**	**$46,452,895**	**32**	**$32,527,368**	**124**	**$120,837,777**
MISC PERMITS (2)	99	$154,169	121	$115,934	158	$328,749	183	$231,429	741	$932,303
TOTALS	**243**	**$60,093,376**	**335**	**$58,669,785**	**524**	**$98,378,357**	**630**	**$96,516,250**	**2006**	**$303,345,413**

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

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

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

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Issued from March 2022

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	3/3/2022	$412,642	22-0514-NEW	216 NE Harvest Ridge Ln	Harvest Ridge Builders	Harvest Ridge Builders
Single Family Detached	New Building	3/3/2022	$280,996	22-0515-NEW	106 NE Harvest Ridge Ln	Harvest Ridge Builders	Harvest Ridge Builders
Single Family Detached	New Building	3/3/2022	$335,563	22-0517-NEW	203 NE Harvest Ridge Ln	Harvest Ridge Builders	Harvest Ridge Builders
Single Family Detached	New Building	3/3/2022	$360,740	22-0518-NEW	204 NE Harvest Ridge Ln	Harvest Ridge Builders	Harvest Ridge Builders
Single Family Detached	New Building	3/3/2022	$264,624	22-0519-NEW	6223 NE Grant Ln	Harvest Ridge Builders	Harvest Ridge Builders
Single Family Detached	New Building	3/3/2022	$404,261	22-0737-NEW	1204 NE Tuscany Blvd	MJ Properties	MJ Properties
Single Family Detached	New Building	3/3/2022	$320,171	22-0835-NEW	2211 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/3/2022	$393,401	22-0836-NEW	2207 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/3/2022	$500,958	22-0848-NEW	5906 NE Grant Ct	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/9/2022	$308,889	22-1073-NEW	4327 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/9/2022	$251,608	22-1074-NEW	4323 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/9/2022	$264,313	22-1075-NEW	4314 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/14/2022	$316,347	22-0736-NEW	2808 NW Beechwood St	MJ Properties	MJ Properties
Single Family Detached	New Building	3/14/2022	$309,629	22-1111-NEW	4322 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/14/2022	$254,168	22-1112-NEW	4318 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/14/2022	$453,430	22-1185-NEW	1610 SW Walnut St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/15/2022	$330,173	22-0664-NEW	2525 SW 23rd St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/16/2022	$317,187	22-0797-NEW	3239 NW 27th Cir	Vander Kamp Homebuilders	Vander Kamp Homebuilders
Single Family Detached	New Building	3/17/2022	$304,990	22-1144-NEW	1415 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	3/17/2022	$419,318	22-1177-NEW	5246 NE Seneca Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	3/17/2022	$396,590	22-1178-NEW	2302 NW 29th St	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	3/17/2022	$297,872	22-1182-NEW	2807 NW Beechwood St	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	3/17/2022	$271,796	22-1184-NEW	2801 NW 29th St	Benchmark Builders Iowa	Benchmark Builders Iowa
Single Family Detached	New Building	3/18/2022	$254,941	22-0629-NEW	503 NE Vista Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/18/2022	$383,061	22-1162-NEW	1323 NW 29th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	3/22/2022	$358,054	22-1292-NEW	5910 NE Grant Ct	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/22/2022	$336,800	22-1293-NEW	6003 NE Grant Ct	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/23/2022	$391,037	22-1291-NEW	6004 NE Grant Ct	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/24/2022	$257,798	22-1183-NEW	2823 NW Greenwood St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	New Building	3/28/2022	$322,111	22-0837-NEW	2208 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/28/2022	$223,650	22-1309-NEW	4319 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/28/2022	$388,572	22-1359-NEW	1611 SW Oak St	Parks Custom Homes LLC	Parks Custom Homes LLC
Single Family Detached	New Building	3/28/2022	$300,363	22-1399-NEW	1203 NW 27th St	Sage Homes Inc	Sage Homes Inc
Single Family Detached	New Building	3/29/2022	$392,201	22-1157-NEW	2206 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/29/2022	$293,349	22-1205-NEW	1815 SW Westview Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/29/2022	$228,480	22-1206-NEW	1515 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/29/2022	$234,300	22-1207-NEW	1601 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/29/2022	$239,059	22-1209-NEW	1605 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/29/2022	$266,657	22-1218-NEW	1811 SW Westview Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/30/2022	$476,227	22-1333-NEW	1804 SW Oak St	Giovanti Homes LLC	Giovanti Homes LLC
Single Family Detached	New Building	3/30/2022	$269,818	22-1371-NEW	504 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/31/2022	$184,651	22-1249-NEW	2823 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC

Single Family Attached	New Building	3/15/2022	$236,771	22-1102-NEW	343 SE Willow Run Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/15/2022	$236,851	22-1104-NEW	347 SE Willow Run Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/15/2022	$235,924	22-1105-NEW	401 SE Willow Run Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/15/2022	$236,051	22-1106-NEW	405 SE Willow Run Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/28/2022	$272,952	21-5300-NEW	1214 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$270,850	21-5301-NEW	1218 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$272,952	21-5302-NEW	1222 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$270,850	21-5303-NEW	1226 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$272,952	21-5304-NEW	1230 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$270,850	21-5305-NEW	1302 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$272,952	21-5306-NEW	1306 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/28/2022	$270,850	21-5307-NEW	1310 NW 32nd St	Oakstone Homes Inc	Oakstone Homes Inc
Single Family Attached	New Building	3/31/2022	$234,354	22-1251-NEW	2104 NW 44th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/31/2022	$234,354	22-1250-NEW	2108 NW 44th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/31/2022	$234,354	22-1261-NEW	2112 NW 44th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/31/2022	$234,354	22-1259-NEW	2116 NW 44th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Solar	3/1/2022	$20,000	22-0916-SOL	2909 NE Huntington Ln	Purelight Power	Purelight Power
Single Family Detached	Porch	3/1/2022	$7,680	22-0919-PRCH	3144 SE Primrose Dr	Benchmark Construction LLC	Benchmark Construction LLC
Single Family Detached	Building Alteration	3/1/2022	$17,168	22-0929-ALT	1109 SW Magazine Rd	Redwood Builders LLC	Redwood Builders LLC
Single Family Detached	Porch	3/2/2022	$2,880	22-0543-PRCH	1216 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	3/2/2022	$9,280	22-0994-ALT	4031 NE 3rd St	HomeWorx	HomeWorx
Single Family Detached	Building Addition	3/3/2022	$5,876	22-0791-ADD	2941 SW Meadow Ridge Dr	Blue Ribbon Contracting	Blue Ribbon Contracting
Single Family Detached	Building Alteration	3/3/2022	$2,800	22-0988-ALT	610 NE Liberty Ct	Amazed Construction Services	Amazed Construction Services
Single Family Detached	Building Alteration	3/4/2022	$15,080	22-0602-ALT	2404 NW Applewood St	Vishal Patel	Vishal Patel
Single Family Attached	Building Alteration	3/4/2022	$125,000	22-0989-ALT	1103 SE Mallard Creek Dr	United Services Of Des Moines	United Services Of Des Moines
Single Family Attached	Building Alteration	3/4/2022	$375,000	22-0990-ALT	1105 SE Mallard Creek Dr	United Services Of Des Moines	United Services Of Des Moines
Single Family Detached	Solar	3/9/2022	$35,000	22-1146-SOL	601 SW Cherry St	Purelight Power	Purelight Power
Single Family Detached	Porch	3/9/2022	$5,760	22-1151-PRCH	4005 SW Beechwood St	LMK Construction Inc	LMK Construction Inc
Single Family Detached	Building Alteration	3/11/2022	$1,137	22-0676-ALT	1405 NW Wagner Blvd	Paul Carpenter	Paul Carpenter
Single Family Detached	Building Alteration	3/11/2022	$19,488	22-1159-ALT	2737 NW Park Ln	HomeWorx	HomeWorx
Single Family Detached	Pergola	3/11/2022	$2,500	22-1174-PERG	2801 NW Sharmin Dr	Douglas Gerke	Douglas Gerke
Multi-Family	Building Alteration	3/14/2022	$85,000	22-0317-ALT	317 NE Delaware Ave	Jeff Lott	Scott's Quality Construction
Single Family Detached	Porch	3/14/2022	$5,376	22-1176-PRCH	4202 NE Rio Dr	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Building Alteration	3/14/2022	$26,054	22-1223-ALT	2417 NW Boulder Ridge Ct	Jeremiah Thorius	Jeremiah Thorius
Single Family Detached	Building Alteration	3/14/2022	$0	22-1236-ALT	426 SE Sharon Dr	HOME Inc	HOME Inc
Single Family Detached	Solar	3/15/2022	$25,000	22-1242-SOL	1012 SE Cooper Ct	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	3/18/2022	$4,000	22-1241-ALT	5005 NW 7th St	Direct Egress & Construction	Direct Egress & Construction
Single Family Detached	Building Alteration	3/18/2022	$19,604	22-1349-ALT	105 SW 36th Ln	Harold G Flavell	Harold G Flavell
Single Family Detached	Pergola	3/21/2022	$7,000	22-1330-PERG	523 SW Springfield Dr	Brad M Styve	Brad M Styve
Single Family Detached	Building Alteration	3/21/2022	$26,239	22-1372-ALT	3508 NW 25th St	Candor Homes, LLC	Candor Homes, LLC
Single Family Detached	Building Alteration	3/22/2022	$4,000	22-1411-ALT	410 SE 5th St	Dry Basement Iowa	Dry Basement Iowa
Single Family Detached	Gazebo	3/24/2022	$6,160	22-1439-GAZ	2010 NW Logan St	Christopher E Kostman	Christopher E Kostman
Single Family Detached	Building Alteration	3/30/2022	$2,000	22-1473-ALT	613 SW Camden Ct	Busy Builders LLC	Busy Builders LLC
Single Family Detached	Building Alteration	3/30/2022	$22,000	22-1649-ALT	3111 NW Greenwood St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Addition	3/30/2022	$28,205	22-1650-ADD	401 SW Westlawn Dr	Red House Remodeling	Red House Remodeling
Single Family Detached	Building Alteration	3/31/2022	$4,640	22-1505-ALT	3107 NW 19th St	Kimberley Construction	Kimberley Construction

Single Family Detached	Garage	3/22/2022	$31,999	22-1417-GAR	2816 SW White Birch Dr	Wiemann Remodeling	Wiemann Remodeling
Single Family Detached	Shed	3/3/2022	$1,600	22-1006-SHD	3115 NW Reinhart Dr	Kurt Weitl	Tuff Shed
Single Family Detached	Shed	3/8/2022	$1,500	22-1093-SHD	911 NW 32nd St	Michael L Fooks	Michael L Fooks
Single Family Detached	Shed	3/8/2022	$3,840	22-1097-SHD	1707 NW Boulder Point Pl	Eric Jacobson	Eric Jacobson
Single Family Detached	Shed	3/14/2022	$3,840	22-1227-SHD	120 NE 51st St	Nicolas Hermann	Tuff Shed
Single Family Detached	Shed	3/18/2022	$3,840	22-1348-SHD	406 NW Winterberry St	Clinton Powell	Central Iowa Sheds
Single Family Detached	Shed	3/22/2022	$2,400	22-1408-SHD	1508 NE Vicksburg Dr	Steve Adams	Tuff Shed
Single Family Detached	Shed	3/23/2022	$1,820	22-1451-SHD	2320 SW 17th St	Matt Bockes	Matt Bockes
Single Family Detached	Shed	3/25/2022	$2,400	22-1222-SHD	1502 NW Linwood Dr	Ben E Rivera	Tuff Shed (Home Depot)
Single Family Detached	Shed	3/25/2022	$3,840	22-1503-SHD	1820 SW Greenwood St	A Ernst Cindy	Tuff Shed
Single Family Detached	Shed	3/25/2022	$1,200	22-1557-SHD	1909 NE Lancaster Dr	Thomas Brazelton	Tuff Shed
Single Family Detached	Shed	3/30/2022	$1,280	22-1354-SHD	1511 NW Seasons Dr	Peter J Lelonek	Peter J Lelonek
Single Family Detached	Shed	3/31/2022	$1,440	22-1618-SHD	3118 SW Logan St	Jake C Vander Wal	Jake C Vander Wal
Single Family Detached	Shed	3/31/2022	$4,000	22-1651-SHD	805 SE Richland Cir	Joshua L Bacon	Premier Portable Buildings
Single Family Detached	Spa/Hot Tub	3/22/2022		22-1360-SPA	714 NE 55th St	Jeffrey A Morlan	Jeffrey A Morlan
Single Family Detached	Swimming Pool	3/10/2022		22-1171-POOL	1222 SW Lynn Dr	Diane Motz	AW Concrete
Single Family Detached	Swimming Pool	3/21/2022		22-1211-POOL	1614 SW Des Moines St	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	3/22/2022		22-1213-POOL	509 NE Liberty Ct	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	3/22/2022		22-1416-POOL	3210 NE 8th St	Oasis of Iowa LLC	Oasis of Iowa LLC
Single Family Detached	Swimming Pool	3/24/2022		22-1394-POOL	3910 NW Windbrooke Ct	CMC Pools of Iowa	CMC Pools of Iowa
Single Family Detached	Swimming Pool	3/24/2022		22-1397-POOL	1712 SW Walnut St	CMC Pools of Iowa	CMC Pools of Iowa
Single Family Detached	Deck	3/3/2022	$4,464	22-0547-DECK	4204 NE Hillcrest Ct	Better Builders	Better Builders
Single Family Detached	Deck	3/11/2022	$12,000	22-0548-DECK	501 NE 21st St	Better Builders	Better Builders
Single Family Detached	Deck	3/14/2022	$3,888	22-1230-DECK	4817 NE Seneca Dr	Tim Averill	Rigid Builders Inc
Single Family Detached	Deck	3/15/2022	$1,680	22-1263-DECK	2703 NW 25th St	Kasim Atajic	Kasim Atajic
Single Family Detached	Deck	3/16/2022	$5,844	22-1098-DECK	2204 SW 18th St	The HomeLife Brothers	The HomeLife Brothers
Single Family Detached	Deck	3/18/2022	$2,064	22-1351-DECK	118 SW Arlan Dr	Ohnemus Construction Inc	Ohnemus Construction Inc
Single Family Detached	Deck	3/21/2022	$3,264	22-1277-DECK	4517 SW Bluegrass Dr	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	3/22/2022	$1,440	22-0886-DECK	825 NE Rosewood Ln	Jespersen Construction	Jespersen Construction
Single Family Detached	Deck	3/23/2022	$3,168	22-1409-DECK	3308 NE 4th Ln	Sharon A Anderson	Jose Salazar
Single Family Detached	Deck	3/23/2022	$2,352	22-1457-DECK	2210 NW Greenwood St	Benelli Homes LLC	Benelli Homes LLC
Single Family Detached	Deck	3/24/2022	$3,888	22-1465-DECK	813 SE Rio Cir	Pohlad Construction LLC	Pohlad Construction LLC
Single Family Detached	Deck	3/24/2022	$2,580	22-1472-DECK	115 SW Stonegate Dr	Next Level Builders Inc	Next Level Builders Inc
Single Family Detached	Deck	3/30/2022	$2,016	22-1579-DECK	3109 NW 30th St	Jasmin Kovacevic	Jasmin Kovacevic
Storage	New Building	3/14/2022	$14,188,000	22-0928-NEW	5950 SE Delaware Ave	Ryan Companies US, Inc	Ryan Companies US, Inc
Mixed Use	New Building	3/21/2022	$5,100,000	21-8123-NEW	1465 SW Park Square Dr	DRA Properties	DRA Properties LLC
Mixed Use	New Building	3/25/2022	$12,000	22-1221-NEW	6202 NE Grant Ln	Harvest Ridge Builders	Harvest Ridge Builders
Storage	New Building	3/28/2022	$11,000,000	22-0834-NEW	6910 SE Four Mile Dr	Hubbell Construction Services	Hubbell Construction Services
Other	New Building	3/31/2022	$9,702,878	22-0207-NEW	717 SW Ankeny Rd	Hansen Company	Hansen Company
Mixed Use	Building Alteration	3/3/2022	$500	22-0912-ALT	1608 NW State St Unit 102	Classic Holdings LLC	Classic Builders
Retail	Building Alteration	3/8/2022	$42,500	22-0555-ALT	1345 SW Park Square Dr Ste 105	DRA Properties	DRA Properties LLC
Mixed Use	Building Addition	3/8/2022	$135,500	22-0604-ADD	1810 SW Magazine Rd	Assoc Intefrated Supply Chain	Assoc Intefrated Supply Chain

Mixed Use	Building Alteration	3/9/2022	$32,100	22-0751-ALT	1610 SW Main St Ste 208	DRA Properties	DRA Properties LLC
Mixed Use	Building Alteration	3/11/2022	$12,000	22-0510-ALT	389 SE Oralabor Rd Unit 102	Denny Elwell Company	Denny Elwell Company
Restaurant	Building Alteration	3/11/2022	$50,000	22-0704-ALT	1315 SW Oralabor Rd Ste 101	Arturo Mora	Arturo Mora
Office	Building Alteration	3/11/2022	$20,000	22-0788-ALT	813 SW Ordnance Rd	Austin Builders	Austin Builders
Office	Building Alteration	3/15/2022	$76,110	22-1083-ALT	1345 SW Park Square Dr Ste 106	DRA Properties	DRA Properties LLC
Storage	Building Alteration	3/23/2022	$150,000	22-0708-ALT	902 SE Shurfine Dr Ste 100	Happe Commercial	Happe Commercial
Storage	Building Alteration	3/23/2022	$306,000	22-0826-ALT	902 SE Shurfine Dr Ste 130	Margulies Property Mgmt	Happe Commercial
Retail	Building Alteration	3/23/2022	$76,600	22-1160-ALT	1875 N Ankeny Blvd Ste 106	DRA Properties	DRA Properties LLC
Storage	Building Alteration	3/24/2022	$19,879	22-1194-ALT	902 SE Shurfine Dr Ste 130	Insulation Distributors Inc	AK Material Handling
Office	Building Alteration	3/29/2022	$20,000	22-1116-ALT	641 S Ankeny Blvd	Ankeny Service Center	Ankeny Service Center
Office	Building Alteration	3/31/2022	$250,000	22-0690-ALT	301 NE Trilein Dr	Sage Homes Inc	Sage Homes Inc
Restaurant	Building Alteration	3/31/2022	$58,000	22-0995-ALT	1450 SW Vintage Pkwy Ste 120	DRA Properties	DRA Properties LLC
School	Building Alteration	3/11/2022	$17,050	22-0688-ALT	310 NW School St	Rushing Construction	Rushing Construction
School	Building Alteration	3/11/2022	$17,500	22-0689-ALT	310 NW School St	Rushing Construction	Rushing Construction
Single Family Detached	Fence/Wall	3/1/2022		22-0922-FNCE	720 NW Reinhart Dr	Cody W Banks	GQ Fence Specialists
Single Family Attached	Fence/Wall	3/2/2022		22-0763-FNCE	927 NE Meadow Landing Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/2/2022		22-0894-FNCE	923 NE Meadow Landing Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/3/2022		22-0893-FNCE	6106 NE Briarwood Dr	Dallas Hoover	Dallas Hoover
Mixed Use	Fence/Wall	3/4/2022		22-0783-FNCE	801 S Ankeny Blvd	A-1 Fence	A-1 Fence
Single Family Detached	Fence/Wall	3/4/2022		22-1041-FNCE	3211 NW 28th St	Nathan Haaland	Spencer Elliott
Single Family Detached	Fence/Wall	3/8/2022		22-1069-FNCE	4902 NW 15th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/8/2022		22-1072-FNCE	719 NE Whitetail Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/8/2022		22-1080-FNCE	5110 NW 10th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/8/2022		22-1084-FNCE	3218 SW Coves Dr	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	3/8/2022		22-1090-FNCE	2602 NW 44th St	Austin Underwood	Austin Underwood
Single Family Detached	Fence/Wall	3/8/2022		22-1091-FNCE	4121 NW Northwood Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	3/9/2022		22-1114-FNCE	3502 NE 11th St	Chase Williams	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/11/2022		22-0745-FNCE	1214 NE 28th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/11/2022		22-0824-FNCE	3506 NE 11th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/11/2022		22-1032-FNCE	610 NE Whitetail Dr	Joseph Hillig	Rylux Fence Co
Single Family Detached	Fence/Wall	3/11/2022		22-1201-FNCE	4915 NW 7th St	Morgan L Masters	Absolute Fence LLC
Single Family Detached	Fence/Wall	3/14/2022		22-1210-FNCE	1607 SW Abilene Rd	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/14/2022		22-1238-FNCE	514 NW Kimberly Ln	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/15/2022		22-1237-FNCE	6009 NE Briarwood Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/15/2022		22-1264-FNCE	409 SW Elm St	Andrea Abrahamson	Andrea Abrahamson
Single Family Detached	Fence/Wall	3/16/2022		22-1096-FNCE	3808 NW Countrywood Ln	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	3/16/2022		22-1203-FNCE	3804 NW Countrywood Ln	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	3/16/2022		22-1270-FNCE	3213 SW Prairie View Rd	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/16/2022		22-1281-FNCE	3714 NW Countrywood Ln	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	3/16/2022		22-1286-FNCE	2711 NW 44th St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	3/17/2022		22-1294-FNCE	620 NE 55th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/17/2022		22-1295-FNCE	632 NE 56th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/17/2022		22-1298-FNCE	1408 NE Williamsburg Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/17/2022		22-1299-FNCE	3202 NW Westwood St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/17/2022		22-1300-FNCE	3609 NE Winding Trail Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/17/2022		22-1320-FNCE	510 NW Cindy Ln	American Fence Company	American Fence Co

Single Family Detached	Fence/Wall	3/18/2022		22-1296-FNCE	1418 NW Maple St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/18/2022		22-1310-FNCE	2804 NW Abilene Rd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/18/2022		22-1331-FNCE	3015 NW Greenwood St	A-Z Home Improvement Spec	A-Z Home Improvement Spec
Single Family Detached	Fence/Wall	3/18/2022		22-1340-FNCE	3414 SE 17th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/22/2022		22-1301-FNCE	712 NE 44th Ct	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	3/22/2022		22-1303-FNCE	2809 NW 21st St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	3/22/2022		22-1353-FNCE	3910 NW 4th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/22/2022		22-1378-FNCE	2310 NW Applewood St	Anni Tigges	Midwest Fencing
Single Family Detached	Fence/Wall	3/22/2022		22-1413-FNCE	1601 NW Applewood St	Jeremy D Williams	Midwest Fencing
Single Family Detached	Fence/Wall	3/22/2022		22-1438-FNCE	1402 NW North Creek Dr	Erica Jones	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	3/24/2022		22-1407-FNCE	2401 NW Park Meadows Dr	Rodney Godron	Rodney Godron
Single Family Detached	Fence/Wall	3/24/2022		22-1476-FNCE	4112 NE 6th St	Tonya Andrews	Clanton Creek Fence & Gate
Single Family Detached	Fence/Wall	3/24/2022		22-1500-FNCE	2419 NW Beechwood St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	3/25/2022		22-1436-FNCE	332 NW Driftwood Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/25/2022		22-1437-FNCE	411 NE 28th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/25/2022		22-1454-FNCE	5210 NW 5th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/25/2022		22-1459-FNCE	514 SE Lowell Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/25/2022		22-1506-FNCE	3514 NE 11th St	Affordable Fencing Inc	Affordable Fencing Inc
Single Family Detached	Fence/Wall	3/25/2022		22-1555-FNCE	3813 NW 11th St	Michelle Becker	ASAP Fencing
Single Family Detached	Fence/Wall	3/28/2022		22-1440-FNCE	3204 SE 20th St	Aaron G Leutzinger	Justus Fencing
Single Family Detached	Fence/Wall	3/29/2022		22-1572-FNCE	3306 SW Greenwood St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/30/2022		22-1467-FNCE	2113 SW Westwood St	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	3/30/2022		22-1539-FNCE	3004 SW White Birch Dr	Huber Fencing	Huber Fencing
Single Family Attached	Fence/Wall	3/30/2022		22-1570-FNCE	1723 SW Franklin Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	3/30/2022		22-1589-FNCE	1914 NE Lancaster Dr	Henrik Gabrielsson	Henrik Gabrielsson
Single Family Detached	Fence/Wall	3/30/2022		22-1620-FNCE	5207 NW 5th St	Kristopher McBride	Central Iowa Fencing
Single Family Detached	Fence/Wall	3/30/2022		22-1621-FNCE	4307 NE Innsbruck Ct	Melissa N Noble	Affordable Fencing Inc
Single Family Detached	Fence/Wall	3/30/2022		22-1630-FNCE	1710 NE Crestmoor Pl	Timothy Spicer	Timothy Spicer
Single Family Detached	Fence/Wall	3/30/2022		22-1631-FNCE	2106 SW Sugarberry Ct	Julie Reilly	Julie Reilly
Single Family Detached	Fence/Wall	3/31/2022		22-1585-FNCE	5822 NE Oak Dr	Dave Worstell	MVP Fence Company
Single Family Detached	Fence/Wall	3/31/2022		22-1654-FNCE	5016 NW 13th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Retail	Sign	3/1/2022	$3,143	22-0721-SIGNP	2510 SW State St	Nesper Sign Advertising Inc	Nesper Sign Advertising Inc
Retail	Sign	3/1/2022	$2,105	22-0722-SIGNP	2510 SW State St	Nesper Sign Advertising Inc	Nesper Sign Advertising Inc
Retail	Sign	3/1/2022	$3,206	22-0723-SIGNP	2510 SW State St	Nesper Sign Advertising Inc	Nesper Sign Advertising Inc
Retail	Sign	3/1/2022	$3,000	22-0925-SIGNP	2405 SW White Birch Dr Ste 102	A&R Enterprises	Nagle Signs Inc
Retail	Sign	3/1/2022	$3,000	22-0926-SIGNP	2405 SW White Birch Dr Ste 102	A&R Enterprises	Nagle Signs Inc
Retail	Sign	3/1/2022	$3,000	22-0927-SIGNP	2405 SW White Birch Dr Ste 102	A&R Enterprises	Nagle Signs Inc
Office	Sign	3/4/2022	$1,037	22-0761-SIGNP	1450 SW Vintage Pkwy Ste 250	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	3/4/2022	$890	22-0762-SIGNP	1450 SW Vintage Pkwy Ste 250	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	3/4/2022	$1,088	22-0909-SIGNP	1690 SE Delaware Ave Ste 101	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	3/4/2022	$5,190	22-0910-SIGNP	320 SE Delaware Ave	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	3/11/2022	$225	22-0482-SIGNP	1802 SE Delaware Ave Ste 110A	Tom Rolloff	Tom Rolloff
Industrial	Sign	3/11/2022	$20,000	22-1125-SIGNP	5825 SE Delaware Ave	Omaha Neon Sign Company	Omaha Neon Sign Company
Industrial	Sign	3/11/2022	$10,000	22-1126-SIGNP	5825 SE Delaware Ave	Omaha Neon Sign Company	Omaha Neon Sign Company
Office	Sign	3/14/2022	$875	22-0632-SIGNP	3720 N Ankeny Blvd Ste 100	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	3/14/2022	$4,700	22-0633-SIGNP	3720 N Ankeny Blvd Ste 100	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	3/15/2022	$9,000	22-1128-SIGNP	215 NW 18th St Ste 107	ASI Signage	ASI Signage

Restaurant	Sign	3/17/2022	$15,000	22-0935-SIGNP	2305 SE Delaware Ave	Springfield Sign	Pro Image Sign & Lighting
Restaurant	Sign	3/17/2022	$4,500	22-1103-SIGNP	1975 N Ankeny Blvd Ste 114	Lashier Graphics & Signs	Lashier Graphics & Signs
Hotel/Motel	Sign	3/18/2022	$8,000	22-0612-SIGNP	2502 SE Hulsizer Rd	Chesnut Signs	Chesnut Signs
Church	Sign	3/21/2022	$1,710	22-1009-SIGNP	517 SW Des Moines St	Chesnut Signs	Chesnut Signs
Church	Sign	3/21/2022	$32,000	22-1010-SIGNP	517 SW Des Moines St	Chesnut Signs	Chesnut Signs
Restaurant	Sign	3/21/2022	$5,000	22-1131-SIGNP	1315 SW Oralabor Rd Ste 101	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	3/21/2022	$5,000	22-1135-SIGNP	1315 SW Oralabor Rd Ste 101	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	3/22/2022	$4,000	22-1163-SIGNP	1345 SW Park Square Dr Ste 100	Tri-City Sign Company	Tri-City Sign Company
Restaurant	Sign	3/22/2022	$500	22-1164-SIGNP	1345 SW Park Square Dr Ste 100	Tri-City Sign Company	Tri-City Sign Company
Restaurant	Sign	3/22/2022	$4,000	22-1165-SIGNP	1345 SW Park Square Dr Ste 100	Tri-City Sign Company	Tri-City Sign Company
Restaurant	Sign	3/22/2022	$4,000	22-1166-SIGNP	1345 SW Park Square Dr Ste 100	Tri-City Sign Company	Tri-City Sign Company
Church	Temporary Sign	3/15/2022		22-1247-SIGNT	825 NW 36th St	Prairie Ridge Church	Prairie Ridge Church
Office	Special Events	3/14/2022		22-1239-EVENT	350 NE 36th St	DMOS	DMOS
Single Family Detached	Drive Approach	3/2/2022		22-0992-RSTRM	910 NE 24th Ct	Iowa Contracting	Iowa Contracting
Single Family Detached	Drive Approach	3/28/2022		22-1379-RSTRM	429 SW Westview Dr	Clark D Bruellman	Clark D Bruellman
Industrial	Drive Approach	3/28/2022		22-1554-RSTRM	1429 SE Cortina Dr	CMC Solutions	CMC Solutions
Single Family Detached	Drive Approach	3/31/2022		22-1683-RSTRM	505 NW 17th St	Endless Concrete Solutions	Endless Concrete Solutions
Single Family Detached	Sidewalk	3/22/2022		22-1396-RSWRP	908 NE Meadow Landing Dr	HS Concrete	HS Concrete
Single Family Detached	Sidewalk	3/25/2022		22-1547-RSTRM	526 SW Westview Dr	Caselli Construction	Caselli Construction
Single Family Detached	Walk/Approach	3/28/2022		22-1598-RSTRM	501 NW Linden St	Peggy L Nickel	Angel Concrete

??

city of Ankeny

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: Finance

COUNCIL GOAL: Exercise Financial Discipline ??

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to receive and file Utility Billing Report for March 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	26,561	252,823,636	$ 1,571,001	$ 6.21	$ 274,429	25,210	$ 130,562	$ 14,021	$ 892,553	$ 522,319	24,711	$ 264,820	$ 3,539,143
August	26,875	272,032,948	$ 1,663,589	$ 6.12	$ 275,638	25,313	$ 136,993	$ 14,075	$ 916,050	$ 524,594	24,811	$ 266,874	$ 3,660,819
September	26,804	245,727,119	$ 1,481,886	$ 6.03	$ 276,509	25,404	$ 125,422	$ 14,126	$ 851,570	$ 526,209	24,899	$ 267,537	$ 3,417,837
October	26,841	213,976,519	$ 1,337,714	$ 6.25	$ 276,494	25,465	$ 117,987	$ 14,182	$ 890,445	$ 527,806	24,988	$ 268,151	$ 3,314,792
November	26,883	127,849,305	$ 759,058	$ 5.94	$ 276,194	25,517	$ 81,415	$ 14,231	$ 749,716	$ 529,204	25,068	$ 268,847	$ 2,597,249
December	26,885	121,114,061	$ 722,643	$ 5.97	$ 276,312	25,563	$ 79,856	$ 14,266	$ 766,286	$ 530,432	25,129	$ 270,283	$ 2,580,222
January	26,885	124,215,132	$ 741,505	$ 5.97	$ 276,641	25,625	$ 81,195	$ 14,309	$ 804,939	$ 531,627	25,199	$ 271,235	$ 2,640,256
February	26,856	132,725,945	$ 711,842	$ 5.36	$ 277,033	25,666	$ 84,652	$ 14,333	$ 860,654	$ 532,447	25,241	$ 271,798	$ 2,668,106
March	27,021	118,242,395	$ 701,199	$ 5.93	$ 277,621	25,693	$ 7,953	$ 14,347	$ 758,572	$ 533,653	25,268	$ 272,623	$ 2,558,015
April													$ -
May													$ -
June													$ -
FY Total	241,611	1,608,707,060	$ 9,690,437	$ 53.78	$ 2,486,871	229,456	$ 846,034	$ 127,890	$ 7,490,784	$ 4,758,291	225,314	$ 2,422,167	$ 26,976,439
FY 22 Average	26,846	178,745,229	1,076,715	$ 5.98	276,319	25,495	94,004	14,210	832,309	528,699	25,035	269,130	2,248,037
FY 21 Average	25,514	175,191,103	$ 1,004,651	$ 5.65	$ 261,517	24,564	$ 97,325	$ 13,675	$ 893,718	$ 543,516	24,102	$ 255,531	$ 2,972,609
FY 20 Average	24,069	148,457,846	$ 790,912	$ 5.23	$ 248,219	23,477	$ 81,443	$ 13,067	$ 790,209	$ 519,384	23,018	$ 198,220	$ 2,560,012
FY 19 Average	23,157	141,721,265	$ 703,451	$ 4.89	$ 239,513	22,642	$ 76,042	$ 12,604	$ 765,640	$ 500,957	22,194	$ 191,607	$ 2,413,772
FY 18 Average	22,199	148,299,683	$ 717,639	$ 4.75	$ 229,309	21,696	$ 74,396	$ 12,079	$ 732,055	$ 479,581	21,257	$ 168,141	$ 2,338,804
FY 17 Average	21,118	130,754,905	$ 573,655	$ 4.34	$ 203,156	20,629	$ 63,715	$ 11,495	$ 715,618	$ 454,144	20,208	$ 160,807	$ 2,118,875
FY 16 Average	20,144	122,786,371	$ 498,547	$ 4.03	$ 181,657	19,695	$ 57,931	$ 10,977	$ 700,667	$ 432,333	19,276	$ 154,242	$ 1,978,423
FY 15 Average	19,002	114,382,217	$ 448,375	$ 3.89	$ 165,892	18,592	$ 52,152	$ 9,481	$ 621,465	$ 381,931	18,171	$ 146,989	$ 1,774,134
FY 14 Average	18,188	130,473,575	$ 524,615	$ 3.93	$ 157,676	17,824	$ 54,495	$ 9,082	$ 575,219	$ 347,744	17,409	$ 141,544	$ 1,755,881
FY 13 Average	17,461	127,259,667	$ 498,872	$ 3.84	$ 147,519	17,146	$ 49,939	$ 8,749	$ 516,957	$ 308,223	16,745	$ 96,329	$ 1,576,649
FY 12 Average	16,898	119,790,894	$ 443,102	$ 3.64	$ 135,767	16,620	$ 44,904	$ 8,477	$ 459,863	$ 271,187	16,213	$ 93,307	$ 1,411,702
FY 11 Average	16,415	105,824,267	$ 343,916	$ 3.24	$ 118,519	16,175	$ 36,560	$ 7,621	$ 427,041	$ 247,677	15,724	$ 90,746	$ 1,235,520
FY 10 Average	15,932	109,564,150	$ 325,559	$ 2.94	$ 104,065	15,673	$ 32,792	$ 7,243	$ 375,098	$ 210,202	15,216	$ 88,351	$ 1,110,519
FY 09 Average	15,325	109,776,358	$ 316,943	$ 2.84	$ 96,801	15,261	$ 30,993	$ 7,060	$ 350,002	$ 195,507	14,806	$ -	$ 966,313
FY 08 Average	14,934	112,497,657	$ 326,578	$ 2.86	$ 90,607	14,742	$ 28,423	$ 12,328	$ 309,562	$ 163,141	14,274	$ -	$ 930,639
FY 07 Average	14,345	111,387,042	$ 310,964	$ 2.74	$ 83,528	14,099	$ 26,133	$ 10,755	$ 257,067	$ 137,350	13,634	$ -	$ 825,795
FY 06 Average	13,420	108,202,296	$ 291,748	$ 2.66	$ 73,332	13,109	$ 23,924	$ 9,694	$ 233,797	$ 109,441	12,668	$ -	$ 741,937
FY 05 Average	12,259	99,314,970	$ 220,166	$ 2.24	$ 63,148	14,096	$ 18,767	$ 7,304	$ 209,495	$ 80,757	13,687	$ -	$ 599,637
FY 04 Average	11,160	106,031,112	$ 223,285	$ 2.10	$ 57,886	13,782	$ 17,891	$ 4,312	$ 189,435	$ 70,582	13,393	$ -	$ 563,392
FY 03 Average	10,241	90,622,843	$ 190,558	$ 2.09	$ 54,239	12,914	$ 15,965	$ 2,836	$ 179,169	$ 66,118	12,546	$ -	$ 508,886
FY 02 Average	9,538	86,506,417	$ 179,109	$ 2.06	$ 51,377	12,233	$ 15,237	$ 2,865	$ 175,727	$ 62,666	11,891	$ -	$ 486,982
FY 01 Average	8,968	75,203,817	$ 161,137	$ 2.13	$ 49,015	11,670	$ 14,113	$ 2,386	$ 169,540	$ 59,883	11,363	$ -	$ 456,075
FY 00 Average	8,943	76,589,060	$ 161,036	$ 2.10	$ 46,920	11,171	$ 11,686	$ 2,411	$ 163,674	$ 57,273	10,868	$ -	$ 442,999
FY 99 Average	8,402	66,329,874	$ 137,536	$ 2.07	$ 44,676	10,637	$ 10,510	$ 2,168	$ 156,069	$ 55,530	10,537	$ -	$ 406,489
FY 98 Average	8,014	63,130,217	$ 135,586	$ 2.15	$ 42,754	10,180	$ 10,520	$ 2,445	$ 153,575	$ 52,226	9,910	$ -	$ 396,835
FY 97 Average	7,631	62,277,745	$ 130,853	$ 2.10	$ 41,003	9,763	$ 9,892	$ 2,373	$ 146,976	$ 50,743	9,629	$ -	$ 381,841

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $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.

EXECUTIVE SUMMARY:

Change Order #1 includes changing the proposed sanitary sewer material from truss to A-2000. Due to material supply issues, the 15-inch diameter truss pipe originally required in the contract documents is not available. A-2000 pipe will be used in place of truss pipe for this 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.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order No. 1

CHANGE ORDER FORM

city of Ankeny
bringing it all together

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

Change Order Number: 1

Change Order Date: March 18, 2022

Purpose of Change Order:

Change Order 1 is for changing the proposed sanitary pipe material from PVC to A-2000. This is due to material shortages of Truss PVC, which would significantly impact the project schedule. The material of the sanitary service pipe has also been changed to maintain material consistency.

CO #1 also adjusts the late start date due to impacts of private utility conflicts and material supply issues. The adjusted late start date is 4-25-2022.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	(1,249)	$ 95.00	$ (118,655.00)
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA	LF	1,249	$ 117.20	$ 146,382.80
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	(1,044)	$ 68.00	$ (70,992.00)
4.05	SANITARY SEWER SERVICE, A-2000, 4"	LF	1,044	$ 70.22	$ 73,309.68
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 1 makes the following adjustments to the Contract:					**$ 30,045.48**

Contractor Accepted: Absolute Concrete Construction, Inc.
Firm Name

Signature

04/11/2022
Date

Engineer Approved: JEO Consulting Group, Inc.
Firm Name

Signature

4/11/2022
Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,816,990.10
1	March 18, 2022	$ 30,045.48
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Revised Contract Amount **$ 1,847,035.58**

Date Printed: 4/11/2022

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order No. 1

CHANGE ORDER FORM

Project Title: 2022 Native Vegetation Maintenance
Contractor: RedBud LLC
Address: 1208 East 20th Court Des Moines, IA 50317
Finance Budget Code: 580.3580.4227 **Finance Project #** 580.4227
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: January 3, 2022 **Vendor #** 008509

Change Order Number: 1

Change Order Date: April 18, 2022

Purpose of Change Order:

Additional work added to contract to maintain native vegetation areas and best management practices.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.1	Deer Creek - Winter Mow	LS	1	$ 650.00	$ 650.00
12.2	Deer Creek - Spring Spot Spray	LS	1	$ 325.00	$ 325.00
12.3	Deer Creek - Fall Spot Spray	LS	1	$ 325.00	$ 325.00
12.4	PSB - Late Spring Mow	LS	1	$ 250.00	$ 250.00
12.5	PSB - Summer Spot Spray	LS	1	$ 180.00	$ 180.00
12.6	PSB - Fall Spot Spray	LS	1	$ 180.00	$ 180.00
12.7	PSB - Fall Over Seed	LS	1	$ 975.00	$ 975.00
12.8	Summerbrook Park - Winter Mow/Cut	LS	1	$ 225.00	$ 225.00
12.9	Summerbrook Park - Spring Spot Spray	LS	1	$ 165.00	$ 165.00
12.10	Summerbrook Park - Plants	Ea.	25	$ 6.00	$ 150.00
12.11	Summerbrook Park - Fall Spot Spray	LS	1	$ 165.00	$ 165.00
12.12	Summerbrook Park - Limestone Edger Reset	LS	1	$ 350.00	$ 350.00
12.13	W. First St & Irvinedale Bioswale - Winter Mow	LS	1	$ 205.00	$ 205.00
12.14	W. First St & Irvinedale Bioswale - Spring Spot Spray	LS	1	$ 65.00	$ 65.00
12.15	W. First St & Irvinedale Bioswale - Spring Mow	LS	1	$ 100.00	$ 100.00
12.16	W. First St & Irvinedale Bioswale - Plants	Ea.	20	$ 6.00	$ 120.00
12.17	W. First St & Irvinedale Bioswale - Fall Spot Spray	LS	1	$ 65.00	$ 65.00
12.18	W. First St & Irvinedale Bioswale - Trim Around	Ea.	3	$ 45.00	$ 135.00
Change Order Number: 1 makes the following adjustments to the Contract:					**$ 4,630.00**

Contractor Accepted: RedBud LLC
Firm Name

Signature — Date: 3/30/2022

Engineer Approved:
Firm Name

Signature — Date

Owner Accepted: City of Ankeny

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 27,195.00
1	April 18, 2022	$ 4,630.00
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Revised Contract Amount **$ 31,825.00**

Date Printed: 3/29/2022

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

This change order is due to roof drain connections to subdrain on the north side of 102 SW Pleasant Street to the proposed subdrain along W First Street, the removal of tapping sleeve and valve, and the removal and reinstallation of handrails.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Change Order #3

CHANGE ORDER FORM

city of Ankeny
Bringing it all together

Project Title:	West First St Widening & Improvements - Phase 1		
Contractor:	Reilly Construction Co., Inc.		
Address:	110 E Main St, PO Box 99, Ossian, Iowa 52161		
Finance Budget Code:	970.3970.4451	***Finance Project #***	970.4451
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	December 15, 2020	***Vendor #***	6038

Change Order Number: 3

Change Order Date: April 18, 2022

Purpose of Change Order:

8010 - Roof Drain Connections to Subdrain Existing roof drains (2) outlet on the north side of 102 SW Pleasant Street via 4-Inch solid wall PVC and outlet behind the combined sidewalk and retaining wall along W First Street. To ensure that this is neither blocked nor outletting onto the proposed sidewalk, it will be connected to the proposed subdrain along W First Street. This new item is a lump sum bid item and compensation for labor, hauling, and materials, including: sawcutting, removal, and disposal of one (1) 5 LF x 5.5 LF panel of reinforced combined sidewalk and retaining wall; excavation and disposal of waste material; backfill material; four (4) 90 degree bends; one (1) 4" x 4" x 6" tee; one (1) 8 "x 8" x 6" tee; 15 LF OF 4-Inch A2000 subdrain; 13 LF of 6-Inch A2000 subdrain; and flexible couplings required to connect to existing drain(s) and subdrain.

8011 - Removal of Tapping Sleeve and Valve An existing 4-Inch water main was connected to existing 12-Inch water main via tapping sleeve and valve. City information called this out as a 12" x 12" x 4" tee. This new item is a lump sum bid item and compensation for labor, navigation of existing utilities, removal and disposal of the existing tapping sleeve and valve, and reconnecting the 12-Inch water main with PVC pipe and flexible couplings. Excavation, backfilling, and capping the existing 4-Inch water main are considered part of the original scope of work and are included with this bid item.

8012 - Removal and Reinstallation of Handrails Mobilization for the removal and reinstallation of handrails.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8010	Roof Drain Connections to Subdrain	LS	1.00	$ 2,830.00	$ 2,830.00
8011	Removal of Tapping Sleeve and Valve	LS	1.00	$ 8,248.00	$ 8,248.00
8012	Removal and Reinstallation of Handrails	LS	1.00	$ 500.00	$ 500.00
					$ -
Change Order Number: 3 makes the following adjustments to the Contract:					**$ 11,578.00**

Contractor Accepted: Reilly Construction Co., Inc.
Firm Name

Jared Blodgett — 4-8-22
Signature — Date

Engineer Approved: Foth Infrastructure & Environment, LLC.
Firm Name

Bradley D. Hopkey — 4/8/2022
Signature — Date

Adam L. Hurst 04/08/22

Owner Accepted: City of Ankeny

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 5,156,005.75
1	June 2, 2021	$ 17,318.00
2	September 20, 2021	$ 9,129.00
3	April 18, 2022	$ 11,578.00
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Revised Contract Amount **$ 5,194,030.75**

Date Printed: 4/7/2022

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. has completed the survey and conceptual design of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project. The Public Works Department proposes to continue using Snyder & Associates, Inc. for the preliminary and final design engineering services for the project.

The scope of the preliminary and final design engineering services and the corresponding fees are shown in the attached Amendment #1 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved August 16, 2021, is also attached for reference.

The fee for the preliminary and final design engineering services is $605,490.00. The original Professional Services Agreement for the survey and conceptual design engineering services is $250,000.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract amount to $855,490.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of $605,490.00 for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **??No**

The preliminary and final design engineering services are included in the City's 2022-2026 Capital Improvement Program for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by $605,490.00 with Snyder & Associates, Inc. for preliminary and final design engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 16, 2021: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for survey and conceptual design engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 1
Professional Services Agreement

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NE DELAWARE AVENUE RECONSTRUCTION -
NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

I. SCOPE OF WORK

B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

   l. Additional field survey is required for fiber optic improvements from E. 1st Street to NE 5th Street. Field survey will include the intersection of E. 1st Street and Delaware Avenue and between the back of curb and existing right-of-way along NE Delaware Avenue from E. 1st Street to NE 5th Street along one side of the roadway only.

9. PRELIMINARY DESIGN AND PLANS

   The preliminary design shall be based on the approved conceptual design prepared by the PROFESSIONAL to determine the roadway geometry and the estimated right-of-way needs. The PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

   a. Title sheet and typical sections and details (A & B Sheets).

   b. Roadway plan and profile sheets with horizontal alignments, vertical profiles, and construction limits (D and E Sheets).

   c. Removal sheets (F-Sheets).

   d. Survey benchmark information and alignment data (G-Sheets).

   e. Existing and proposed Right-of-Way information (H-Sheets).

   f. Staging and traffic control plan. (J-Sheets).

   g. Storm Sewer plan and profile sheets (M-Sheets).

   h. Water Main plan and profile sheets (MWM-Sheets).

i. Traffic signal and fiber optic plans (N-Sheets).

j. Storm water pollution prevention plan (R-Sheets).

k. Horizontal Geometry information for the proposed ADA sidewalk improvements (S-Sheets)

l. Special detail sheets (U-Sheets).

m. Reinforced Concrete Box Culvert situation sheets (V-Sheets).

n. Mainline and side road cross-sections at 25-foot intervals (W & X Sheets).

The PROFESSIONAL shall submit a Drainage Report to the CLIENT to include the final drainage design and calculations based on 10 year and 100 year storm events.

The PROFESSIONAL shall submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL shall submit an opinion of probable construction costs to the CLIENT with 5% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry.

10. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

a. Title sheet and typical sections and details (A & B Sheets).

b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).

c. Roadway plan and profile sheets with horizontal alignments, vertical profiles, and construction limits (D and E Sheets).

d. Removal sheets (F-Sheets).

e. Survey benchmark information and alignment data (G-Sheets).

f. Existing and proposed Right-of-Way information (H-Sheets).

g. Staging and traffic control plans, details, and notes (J-Sheets).

h. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).

i. Storm Sewer plan and profile sheets (M-Sheets).

j. Water Main plan and profile sheets (MWM-Sheets).

k. Traffic signal and fiber optic plans (N-Sheets).

l. Lighting layout sheets (P-Sheets). The PROFESSIONAL will design and prepare a street lighting plan along the corridor. The CLIENT will submit the lighting layout to MidAmerican Energy, which will prepare and submit a proposal to the CLIENT for the street lighting installation.

m. Pavement marking and signing sheets (PM-Sheets).

n. Soils sheets (Q-Sheets).

o. Storm water pollution prevention plan (RC, RR, and RU-Sheets).

p. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

q. Earthwork tabulation sheets (T-Sheets).

r. Special detail sheets (U-Sheets).

s. Reinforced Concrete Box Culvert situation sheets (V-Sheets).

t. Mainline and side road cross-sections at 25-foot intervals (W & X Sheets).

The PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT, including Iowa DNR Water Supply and NPDES permits. The PROFESSIONAL's expenses related to the permitting and publishing fees are included under ADDITIONAL SERVICES.

The PROFESSIONAL shall submit a Check Plan set to the CLIENT and Iowa DOT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

The PROFESSIONAL shall prepare a Public Interest Finding (PIF) for the CLIENT'S application to the Iowa DOT, as needed.

The PROFESSIONAL shall submit a Final Plan set to the CLIENT and Iowa DOT with working day recommendations for the construction schedule.

11. REINFORCED CONCRETE BOX (RCB) CULVERT DESIGN

The PROFESSIONAL shall design and prepare preliminary and final plans for the new reinforced concrete box culvert under NE Delaware Avenue for Tributary "A". The box culvert shall be a triple 12' x 8' RCB with horizontal bends to align with the existing stream bed.

12. HYDRAULIC DESIGN AND PERMITTING

a. Culvert and stream improvements:
    i. The PROFESSIONAL shall update the hydraulic modeling to reflect the final design plans of the culvert replacement option selected by the CLIENT.
    ii. The PROFESSIONAL shall finalize the hydrologic and hydraulic report in a manner suitable for submission to the Iowa DNR and USACE.
    iii. The PROFESSIONAL shall develop a grading plan and appropriate channel stabilization features to tie the new culvert improvements into the previously completed channel stabilization improvements.
    iv. The PROFESSIONAL shall develop an opinion of probable construction cost for the chosen culvert replacement option.
    v. The PROFESSIONAL shall provide responses to questions that may arise during the permitting phase.

b. Iowa DNR Floodplain Permitting
    i. The PROFESSIONAL shall complete a Floodplain Development Permit application and submit to the Iowa DNR.
    ii. Revisions to existing FEMA flood mapping are not included as part of this project scope.

13. FINAL TRAFFIC SIGNAL DESIGN AND PLANS

a. The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NE Delaware Avenue and NE 5th Street, and replacement of the existing span-wire traffic signal installation at the intersection of NE Delaware Avenue and NE 18th Street.

b. The PROFESSIONAL shall prepare traffic signal check plans and provide to the CLIENT for review. Check plans are anticipated to include the following:
    i. Signal Notes and Estimated Quantities Sheet
    ii. Signal Layout Sheets
    iii. Signal Wiring, Phasing, and Detection Sheets
    iv. Signal Details Sheets

c. The PROFESSIONAL shall prepare a cost opinion for proposed traffic signal improvements.

d. The PROFESSIONAL shall coordinate with MidAmerican Energy the location of power source for each traffic signal, if necessary.

e. The PROFESSIONAL shall prepare traffic signal special provisions to supplement Iowa DOT specifications, if necessary.

f. The PROFESSIONAL shall complete final plans, based on CLIENT comments received.

14. FINAL FIBER OPTIC DESIGN AND PLANS

a. The preliminary layout of the proposed fiber optic communications connection along NE Delaware Avenue between NE 5th Street and NE 18th Street is included in the base agreement.

b. The PROFESSIONAL shall prepare check plans for fiber optic connection with new conduit and provide to the CLIENT for review. Check plans are anticipated to include the following:
    i. Fiber optic / conduit alignment and handholes placement.
    ii. Typical fiber optic / conduit installation details.

c. The PROFESSIONAL shall prepare fiber optic special provisions to supplement Iowa DOT specifications, if necessary.

d. The PROFESSIONAL shall compete final plans, based on CLIENT comments received.

15. LIGHTING ANALYSIS AND DESIGN

a. The PROFESSIONAL shall determine proposed light pole locations along NE Delaware Avenue and NE 18th Street within the limits of the PROJECT.

b. The PROFESSIONAL shall perform photometric analysis of the proposed lighting layout.

c. The PROFESSIONAL shall prepare plan sheets showing the proposed lighting layout and provide to the CLIENT. Furnish plan sheets to MidAmerican Energy for pricing and installation, as directed by the CLIENT.

16. STORM WATER QUALITY DESIGN

The PROFESSIONAL shall provide plans and specifications for four (4) bioswales located between the back of curb and sidewalk at locations pre-determined by the CLIENT. The bioswales will be designed similar to other bio-swales completed by the CLIENT on previous arterial street projects. The bioswales shall be designed to capture the 1.25" water quality requirement for their respective drainage areas.

17. UTILITY COORDINATION

The PROFESSIONAL shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility.

The PROFESSIONAL will work with the CLIENT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

18. PROJECT INFORMATION MEETINGS

Following completion of the Conceptual Design, Check Plan Design, and year 1 construction, the PROFESSIONAL and CLIENT will present the design to the property owners and tenants within the project limits at three (3) Project Information Meetings. The PROFESSIONAL shall be responsible for preparing an aerial display strip map for the meeting that will depict the project details, attending the meetings, and responding to property owner questions. The CLIENT will be responsible for notifying the owners and tenants along the PROJECT corridor.

19. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the Iowa DOT and shall follow Iowa DOT bid letting requirements. The PROFESSIONAL shall supply the necessary Contract Documents for this process.

b. Advertising. The PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

c. Bidding. The PROFESSIONAL shall tabulate the bids and make a recommendation to the CLIENT regarding award of the construction Contract to the lowest qualified bidder.

D. ADDITIONAL SERVICES

Add the following paragraphs:

6. TITLE REPORTS

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. Eight (8) title reports are anticipated.

7. RIGHT-OF-WAY SERVICES

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT.

CLIENT does hereby request Appointed Agent to select, prepare, and complete form documents for use incident as to a residential real estate transaction of four units or less, as provided by CLIENT. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.

b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.

c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.

d. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.

e. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.

f. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.

g. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

h. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

CLIENT'S RESPONSIBILITIES

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.

b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.

c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.

d. Process Council Roll Calls/Requisitions.

e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

8. ACQUISITION AND EASEMENT PLATS

The PROFESSIONAL will provide an updated Acquisition and/or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. One original signed Plat will be provided to the CLIENT for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT is shown below:

a.	Acquisition Plats:	6
b.	Permanent Easement Plats:	3

9. TEMPORARY EASEMENT EXHIBITS

The PROFESSIONAL will provide a Temporary Construction Easement exhibit for each parcel requiring temporary construction easement for the PROJECT. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of exhibit created and as required by the PROJECT. An estimated number of temporary easement exhibits for this PROJECT is shown below:

a. Temporary Construction Easements: 18

10. PROJECT DATA BOOK (PROPERTY VALUATION)

The PROFESSIONAL shall retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to the PROFESSIONAL. The Appraiser will prepare the Project Data Book, as needed. The Appraiser's work will be reviewed by a second party as approved by the CLIENT and as required by Local, State, and/or Federal Right-of-Way acquisition procedures. It is anticipated that the size and valuation of the easements will be limited such that full appraisals are not required. If an Appraisal is required, the Appraiser will prepare, sign, and furnish to the PROFESSIONAL and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser. If Appraisals are required, this work will be completed as Additional Services as an Amendment to this Agreement.

11. APPRAISAL AND REVIEW APPRAISAL

The PROFESSIONAL will provide an appraisal by a licensed commercial appraiser to establish the opinion of valuation for fee title, permanent easement, and temporary construction easement for all parcels requiring an appraisal. Two (2) appraisals of acquisition value are anticipated to be provided.

12. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated twelve (12) utility test holes. Test holes shall be performed prior to check plan submittals.

II. WORK SCHEDULE

Amend the following section as follows:

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	August 16, 2021
TSIP Application Submitted	August 15, 2021
Complete Topo and Boundary Survey	October 1, 2021
Complete Field Work for Environment Documentation	October, 2021
Submit Draft Traffic Study Memo	November 2021
Project Management Team Meeting #1	November 2021
Concept Statement Submittal (Iowa DOT)	November 16, 2021
Submit Concept Plan and Final Traffic Study Memo	December 2021
Submit Environment Reports	December 2021
Submit Geotechnical Report	December 2021
Submit Box Culvert Technical Memorandum	December 2021
Project Management Team Meeting #2	January 2022

General Schedule for Preliminary and Final Design Amendment Items:

Notice to Proceed	April 18, 2022
Project Information Meeting #1	March 2022
USACE Permitting	April 2022
Preliminary Design	April – May 2022
Preliminary Plan Submittal (City)	May 17, 2022
Project Management Team Meeting #3	May 2022
Right-of-Way Negotiations	May – August 2022
Check Plan Design	May – June 2022
Check Plan Submittal (City and Iowa DOT)	July 5, 2022
Project Management Team Meeting #4	July 2022
Final Plan Design	July – August 2022
Final Plan Submittal (City and Iowa DOT)	August 16, 2022
Project Information Meeting #2 (South Half – 2023)	October 2022
Bid Letting (Iowa DOT)	November 15, 2022
Construction Commences	April 2023
Project Information Meeting #3 (North Half – 2024)	October 2023

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

		Base	Amend 1	Total
1.	Project Administration and Coordination	$ 30,000	78,400	$108,400
2.	Topographic Survey and Base Drawings	$ 41,800	$4,200	$46,000
3.	Boundary Survey	$ 9,900	$0	$9,900
4.	Traffic Study	$ 14,700	$0	$14,700
5.	Preliminary Traffic Signal Design	$ 8,600	$0	$8,600
6.	TSIP Funding Application	$ 7,800	$0	$7,800
7.	Conceptual Design Phase	$ 83,700	$0	$83,700
8.	Conceptual Hydraulic Analysis	$ 10,000	$0	$10,000
9.	Preliminary Design and Plans	$0	$109,090	$109,090
10.	Final Design and Plans	$0	$185,700	$185,700
11.	Reinforced Concrete Box (RCB) Culvert Design	$0	$45,000	$45,000
12.	Hydraulic Design and Permitting	$0	$14,000	$14,000
13.	Final Traffic Signal Design and Plans	$0	$27,200	$27,200
14.	Fiber Optic Design and Plans	$0	$11,600	$11,600
15.	Lighting Analysis and Design	$0	$4,300	$4,300
16.	Storm Water Quality Design	$0	$12,500	$12,500
17.	Utility Coordination	$0	$16,000	$16,000
17.	Project Information Meetings	$0	$14,700	$14,700
18.	Bid Period Assistance	$0	$4,100	$4,100
	SUB TOTAL	$206,500	$526,790	$733,290

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

C. ADDITIONAL SERVICES

		Base	Amend 1	Total
1.	Wetland and Stream Delineation	$ 5,500	$0	$ 5,500
2.	Wetland and Stream Permitting	$ 1,200	$0	$ 1,200
3.	Threatened and Endangered Species Habitat Survey	$ 2,200	$0	$ 2,200
4.	Phase IA Archaeological Assessment	$ 4,500	$0	$ 4,500
5.	Geotechnical Investigation	$ 12,100	$0	$ 12,100
6.	Title Reports: 8 @ $450 EA	$ 18,000	$ (14,400)	$ 3,600
7.	Right-of-Way Services: 14 Properties @ $3,500 EA 4 Properties @ $2,000 EA	$0	$57,000	$57,000
8.	Acquisition and Easement Plats: 6 Fee Titles @ $800 EA 3 Easements @ $600 EA	$0	$6,600	$6,600
9.	Temporary Easement Exhibits: 18 @ $500 EA	$0	$9,000	$9,000
10.	Project Data Book (Property Valuation)	$0	$2,500	$2,500
11.	Appraisal and Review Appraisal 2 @ $3,500 EA	$0	$7,000	$7,000
12.	Utility Verification Test Holes	$0	$11,000	$11,000
	SUB TOTAL	$ 43,500	$78,700	$122,200
	TOTAL	$250,000	$605,490	$855,490

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 18th day of April, 2022.

ATTEST:

Michelle Yuska
City Clerk, City of Ankeny

CITY OF ANKENY, POLK COUNTY, IOWA

By _____
Mark E. Holm
Mayor, City of Ankeny

ATTEST:

SNYDER & ASSOCIATES, INC.

By _____ Digitally signed by Mark A. Land, P.E., CFM Date: 2022.04.06 10:59:23 -05'00'

EXHIBIT "C"

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

SNYDER & ASSOCIATES

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 16th day of August, 2021, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street.

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

    8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

    17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

    17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

    18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

    18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

        18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

        18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

        18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

        18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**	**D**	**Location Map**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**

By: _____
(Authorized agent)

Gary Lorenz
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

Mark A. Land
(Printed or typed signature)

Route executed copy to:JWH

EXHIBIT A – SCOPE OF SERVICES

NE DELAWARE AVENUE RECONSTRUCTION

NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. The construction PROJECT includes the reconstruction of NE Delaware Avenue from NE 5th Street to the two lane bridge over Fourmile Creek which is located approximately 700 feet north of NE 18th Street. NE Delaware Avenue will be reconstructed from a 2-lane rural roadway to a 4-lane urban boulevard roadway with a dedicated left turn lane. The roadway typical section details will be determined during the concept design.

2. Installing an 8' wide sidewalk along the west side of NE Delaware Avenue and a 5' wide sidewalk along the east side of NE Delaware Avenue. No 5' wide sidewalk will be installed along non-developed properties.

3. Installing permanent traffic signals at the intersections of NE 5th Street and NE Delaware Avenue and NE 18th Street and NE Delaware Avenue. The traffic signal improvements at both intersections will include Accessible Pedestrian Signals (APS) with additional pedestal poles. Fiber optic connection will be included along NE Delaware Avenue.

4. Installing storm sewer along the roadway and replacing the existing box culvert for the large tributary (Tributary "A") of Fourmile Creek that crosses NE Delaware Avenue South of NE 15th Street.

5. Sanitary sewer and water main installation is not anticipated on this project except for fixtures, manholes, and hydrant adjustments.

6. Street lighting will be designed with the PROJECT and installed by Mid-American Energy before the roadway is reopened to traffic.

7. Construction is anticipated to occur over two construction seasons with NE Delaware Avenue closed to traffic during the two construction seasons. All roadways will open during winter shutdown. Phase 1 construction from NE 5th Street to just south of the Tributary "A" box culvert is anticipated to occur in 2023.

Phase 2 construction from just south of the Tributary "A" box culvert to the Fourmile Creek bridge is anticipated to occur in 2024.

The PROFESSIONAL shall provide Professional Services as described below.

1. Complete topographic and boundary survey for the PROJECT along NE Delaware Avenue from just south of NE 5th Street to the north edge of the existing bridge over Fourmile Creek. The PROFESSIONAL shall coordinate with Iowa One Call to locate private utility facilities along the corridor.

2. Prepare an Iowa DOT Traffic Safety Improvement Program (TSIP) funding application for the proposed PROJECT.

3. Perform a Traffic Study to outline the intersection geometries and required turn lane lengths, and review with the CLIENT for approval.

4. Prepare an overall concept design with plan and profile sheets (D & E Sheets) and cross section sheets (W Sheets). The concept design will determine the approximate right-of-way needs for the project and provide general layouts of the roadway, sidewalk, storm sewer, box culvert, and traffic signals.

5. Perform an environmental review as required for a federal-aid Swap project.

6. Perform a conceptual hydraulic analysis of the existing and proposed box culvert for Fourmile Creek Tributary "A".

7. Perform soil borings and prepare a geotechnical report documenting the existing soil conditions, and providing pavement, subbase, and subgrade treatment recommendations.

8. The preliminary design, final design, specifications, contract documents, right-of-way acquisitions, permits, and construction services for the PROJECT will be completed under a separate Amendment to this Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   a. Monthly progress reports.

   b. Monthly billing reports.

c. Project coordination for engineering with the CLIENT, and utility companies, as needed.

d. Project coordination for two (2) project management team meetings between the PROFESSIONAL and the CLIENT to review the traffic study, concept design, box culvert and hydraulic analysis design, environmental reviews, utility coordination, Right-of-Way needs, and project schedule.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic and utility survey for the proposed improvements. This service includes:

a. Horizontal Datum will be provided using Iowa State Plane.

b. Vertical Datum will be provided using NAVD 88.

c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

e. Contours shall be shown at 1-foot intervals.

f. A field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

g. The field survey will include everything within the NE Delaware Avenue right-of-way including approximately 25' beyond the right-of-way from just south of NE 5th Street to the north end of the bridge over Fourmile Creek. Additional survey will include approximately 100' upstream and downstream of Tributary "A" from the existing box culvert.

h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

   Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

   The PROFESSIONAL will contact the CLIENT if a known utility is not being located. Any pot holing of private utilities by a sub-consultant of the PROFESSIONAL to identify potential conflicts shall be compensated via a future Amendment to this Agreement.

j. The PROFESSIONAL will measure elevations above ground level of overhead utility lines through the intersection where in potential conflict with new signal mast arms.

k. Prior to performing topographic survey outside of the public right-of-way, the PROFESSIONAL shall provide a Notice of Intent letter to the City for review. The PROFESSIONAL shall submit the letter to the property owners with properties located along the corridor. This letter will provide information on the project and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads/lines and invisible fences along the edges of their property to be staked.

3. BOUNDARY SURVEY

Right Of Way Verification – The PROFESSIONAL shall establish the existing right-of-way lines to facilitate design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys, and section corner certificates; performing a field survey locating existing monuments for the best available evidence needed to re-establish the record boundary lines; and graphically show the boundary on the construction documents.

4. TRAFFIC STUDY

The PROFESSIONAL will perform a traffic study to evaluate intersection lane configuration needs at the NE Delaware Avenue intersections with NE 5th Street, NE Fountain View Boulevard and NE 18th Street (study intersections). Services provided will include the following:

a. Perform 24-hour turning movement traffic counts at the study intersections, using video methods.

b. Prepare 2045 AM and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.

c. Perform traffic operations analyses of estimated 2045 AM and PM peak hour traffic. Perform turn lane warrant analysis for the study intersections, per City policy. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths at the study intersections.

d. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum and analysis models to the CLIENT for review. Finalize memorandum upon receipt of CLIENT comments.

5. PRELIMINARY TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL will utilize project base mapping and proposed intersection layouts based on the traffic study recommendations to prepare preliminary traffic signal plans for new traffic signal installations at the NE Delaware Avenue intersections with NE 5th Street and NE 18th Street. Services provided will include the following:

a. Prepare preliminary traffic signal layout sheets for each intersection and fiber optic communications conduit and handholes between E 1st Street and NE 18th Street.

b. Determine right-of-way needs associated with proposed traffic signal improvements.

c. Prepare preliminary cost opinion for proposed traffic signal improvements.

6. TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING APPLICATION

The PROFESSIONAL will prepare an Iowa DOT TSIP funding application for the proposed project. Services provided will include the following:

a. Concept Design – Utilize concept design drawings for proposed street improvements. Prepare concept design drawings for proposed traffic signal improvements at the NE Delaware Avenue intersections with NE 5th Street and NE 18th Street.

b. Construction Cost Opinion – Review and revise as needed previously prepared construction cost opinion for the PROJECT.

c. TSIP Application – Prepare site specific TSIP application per Iowa DOT requirements, including the following:

1. Completion of application forms.

2. Official endorsement from the CLIENT (City Council Resolution).

3. Project narrative including existing conditions, crash history, summary of recommended improvements, and expected safety benefits.

4. Cost opinion (Item b. above) and breakdown of anticipated funding sources.

5. Proposed project schedule.

6. Graphics including location map, project site photos, aerial photo, existing traffic signal layout, and plan views of proposed corridor and traffic signal improvements (Item a. above).

7. Summary of recent crash data (Iowa DOT ICAT).

8. Recent traffic count data.

9. Benefit/cost analysis and documentation of assumptions and calculations.

10. Electronic submittal of completed application to CLIENT for submittal to Iowa DOT.

7. CONCEPTUAL DESIGN PHASE

The PROFESSIONAL shall perform concept design and plan work necessary to determine the approximate Right-of-Way needs for the PROJECT. The concept design shall be determined by the end of the year 2021 to allow adequate time for Right-of-Way acquisitions during year 2022. The PROFESSIONAL will develop the following information for review with, and for consideration by the CLIENT.

a. Prepare typical section sheets (B Sheets) to review and determine roadway widths on NE Delaware Avenue. Exhibit D provides a 71' wide roadway with raised medians, 67' wide roadway without raised medians, and 64' wide existing roadway at south end of the project.

b. Evaluate and prepare roadway plan and profile sheets (D & E Sheets) for NE Delaware Avenue and all side roads within the PROJECT. When reconstructing a rural roadway section to urban roadway section, it is common practice to lower the roadway profile in order to eliminate the drainage ditches and allow the surface area within the roadway right-of-way and adjacent properties to drain onto the roadway and into the storm sewer system. The PROFESSIONAL will evaluate the roadway profile as it relates to rideability, drainage and storm sewer design, and right-of-way needs.

c. Evaluate the hydraulics and determine size of the proposed box culvert for Tributary "A" under NE Delaware Avenue.

d. Prepare Right-of-Way Sheets (H-Sheets) to display all the temporary and permanent Right-of-Way needs on the project.

e. Evaluate intersection layout and design for NE Fountain View Blvd.

f. Conceptual opinion of probable construction costs with 15% construction contingency.

8. CONCEPTUAL HYDRAULIC ANALYSIS

a. Utilize previous models developed by the PROFESSIONAL of Fourmile Creek Tributary A related to the stream restoration projects and box culvert replacement under I-35.

b. Update the model to reflect the current stream channel geometry and as-built elevations of the I-35 box culvert.

c. Prepare natural models for the current conditions and without the NE Delaware Avenue box culvert.

d. Develop three culvert replacement alternatives that comply with backwater and floodway construction requirements.

e. Evaluate sediment mitigation options for multi-barrel box culvert alternatives (Iowa Highway Research Board (IHRB), TR-545, TR-619, and TR-719).

f. Compare replacement alternatives to verify compliance with backwater and floodway construction criteria.

g. Prepare a conceptual layout of stream improvements to tie into previous stream restoration projects and protect stream banks and channels from possible degradation associated with changes to culvert size and alignment.

h. Document the findings in a technical memorandum with a culvert replacement recommendation.

i. Regulatory submittals to the Iowa DNR and US Army Corps of Engineers (USACE) for the selected culvert replacement will be added by supplemental agreement for the preliminary and final design phase of the project.

C. CONSTRUCTION SERVICES

Construction services will be added by a separate Amendment to this Agreement.

D. ADDITIONAL SERVICES

1. WETLAND AND STREAM DELINATION

The PROFESSIONAL will provide Wetland and Stream Delineation for the PROJECT. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the project site. The PROFESSIONAL will review

United States Geological Survey (USGS) topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Regional Supplements. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

2. WETLAND AND STREAM PERMITTING

The PROFESSIONAL will submit a 404 joint permit application to the USACE on the CLIENT'S behalf. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, the PROFESSIONAL will respond to inquiries from USACE. This task assumes that a Nationwide Permit will be obtained from the USACE with no mitigation requirement.

3. THREATENED AND ENDANGERED SPECIES HABITAT SURVEY

The PROFESSIONAL will evaluate potential threatened and endangered (T&E) species habitat at the project site. The PROFESSIONAL will conduct a web search for all pertinent information regarding T&E species and their potential for existence in the project area. The PROFESSIONAL will complete a site visit to identify potential habitat within the project area. Potential areas will be documented and photographed. Approximate boundaries will be surveyed with GPS equipment. A report documenting the findings and all pertinent information identified during the research period will be provided to the client. The PROFESSIONAL will also provide a memo documenting the findings.

4. PHASE IA ARCHAEOLOGICAL ASSESSMENT

The purpose of the Phase IA archaeological assessment is to complete overview research to determine the likelihood that archaeological sites are present in the project area and make a recommendation as to whether additional, more intensive, archaeological survey is warranted. Much of the project area has been developed and is in disturbed right-of-way, though some temporary easements extend into yards of residential properties. This study may help to eliminate areas requiring intensive field survey. Note that only a brief field visit will be undertaken for the

archaeological resource assessment. The Phase IA archaeological research will involve:

a. A general environmental overview of the project area.

b. An overview of soils within the project area and their potential to contain archaeological deposits.

c. A review of historic maps including general land usage maps, state atlases, county plat maps, aerial photographs, transportation maps, and other sources as relevant.

d. A review of previously recorded archaeological sites and previous cultural resource investigations within the project area.

e. An examination of the LANDMASS and burial mound models for this area. Following completion of the investigation, a report will be prepared for the archaeological study. The report will present findings, conclusions, recommendations, detailed maps, and photographs. An electronic copy of the final report will be submitted upon completion.

5. GEOTECHNICAL INVESTIGATION

Through a subconsultant, the PROFESSIONAL shall perform the soils and materials testing for soils investigation of the PROJECT. This includes up to thirteen (13) borings at approximately one (1) boring every 500 feet along NE Delaware Avenue, at one (1) traffic signal pole footing location per intersection, one (1) boring at the inlet, and one (1) boring at the outlet of the box culvert. A geotechnical report will be provided that will consist of soil data and proposed soil treatment and pavement recommendations.

II. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	August 16, 2021
TSIP Application Submitted	August 15, 2021
Complete Topo and Boundary Survey	October 1, 2021
Complete Field Work for Environment Documentation	October, 2021
Submit Draft Traffic Study Memo	November 2021
Project Management Team Meeting #1	November 2021
Concept Statement Submittal (Iowa DOT)	November 16, 2021
Submit Concept Plan and Final Traffic Study Memo	December 2021
Submit Environment Reports	December 2021
Submit Geotechnical Report	December 2021
Submit Box Culvert Technical Memorandum	December 2021
Project Management Team Meeting #2	January 2022

General Schedule for Preliminary and Final Design Amendment Items:

Notice to Proceed	February 2022
Preliminary Design	February – April 2022
USACE Permitting	March, 2022
Project Information Meeting #1	April 2022
Preliminary Plan Submittal (Iowa DOT)	May 17, 2022
Right-of-Way Negotiations	May – July 2022
Check Plan Design	May – June 2022
Check Plan Submittal (Iowa DOT)	July 5, 2022
Final Plan Design	July – August 2022
Final Plan Submittal (Iowa DOT)	August 16, 2022
Bid Letting (Iowa DOT)	November 15, 2022
Construction Commences	April 2023

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1.	Project Administration and Coordination	$ 30,000
2.	Topographic Survey and Base Drawings	$ 41,800
3.	Boundary Survey	$ 9,900
4.	Traffic Study	$ 14,700
5.	Preliminary Traffic Signal Design Phase	$ 8,600
6.	TSIP Funding Application	$ 7,800
7.	Conceptual Design Phase	$ 83,700
8.	Conceptual Hydraulic Analysis	$ 10,000
9.	Preliminary Design Phase	By Amendment
10.	Final Design Phase	By Amendment
11.	Final Signal and Fiber Optic Design	By Amendment
	SUB TOTAL	$206,500

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

C. ADDITIONAL SERVICES

1.	Wetland and Stream Delineation	$ 5,500
2.	Wetland and Stream Permitting	$ 1,200
3.	Threatened and Endangered Species Habitat Survey	$ 2,200
4.	Phase IA Archaeological Assessment	$ 4,500
5.	Geotechnical Investigation	$ 12,100
6.	Title Reports 40 @ $450 EA	$ 18,000
7.	Right-of-Way Acquisition Services	By Amendment
8.	Acquisition and Easement Plats	By Amendment
9.	Pot Holing	By Amendment
	SUB TOTAL	$ 43,500
	TOTAL	$250,000

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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

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

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

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

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

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

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

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

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

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

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:
   The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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

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

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

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

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

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

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

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

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

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

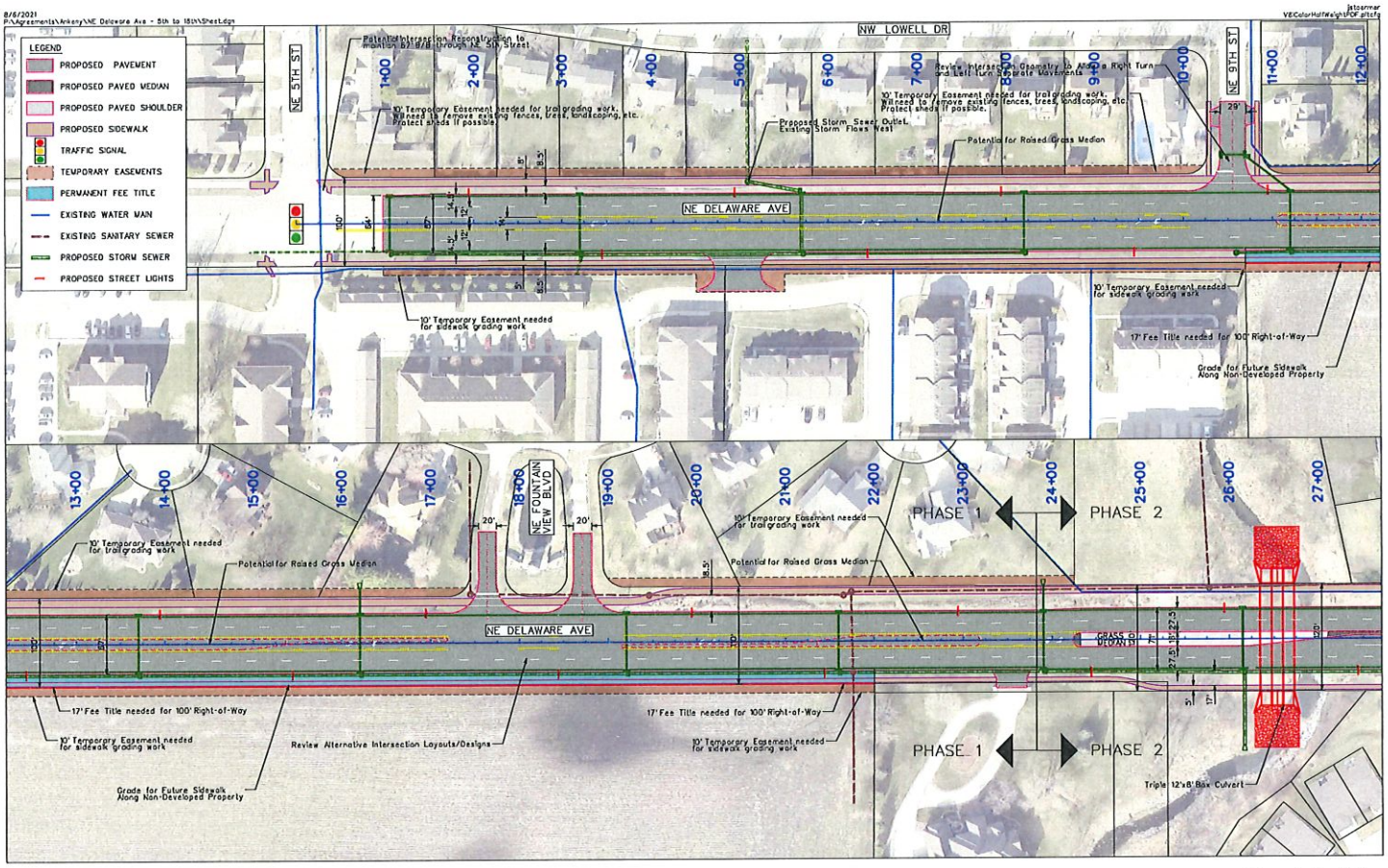
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction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

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

EXHIBIT C

SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$220.00	/hour
Principal I	$209.00	/hour
Senior	$190.00	/hour
VIII	$174.00	/hour
VII	$165.00	/hour
VI	$157.00	/hour
V	$146.00	/hour
IV	$136.00	/hour
III	$124.00	/hour
II	$112.00	/hour
I	$99.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$133.00	/hour
Senior	$127.00	/hour
VIII	$118.00	/hour
VII	$109.00	/hour
VI	$98.00	/hour
V	$88.00	/hour
IV	$80.00	/hour
III	$72.00	/hour
II	$66.00	/hour
I	$58.00	/hour
Administrative		
II	$68.00	/hour
I	$56.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	



SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

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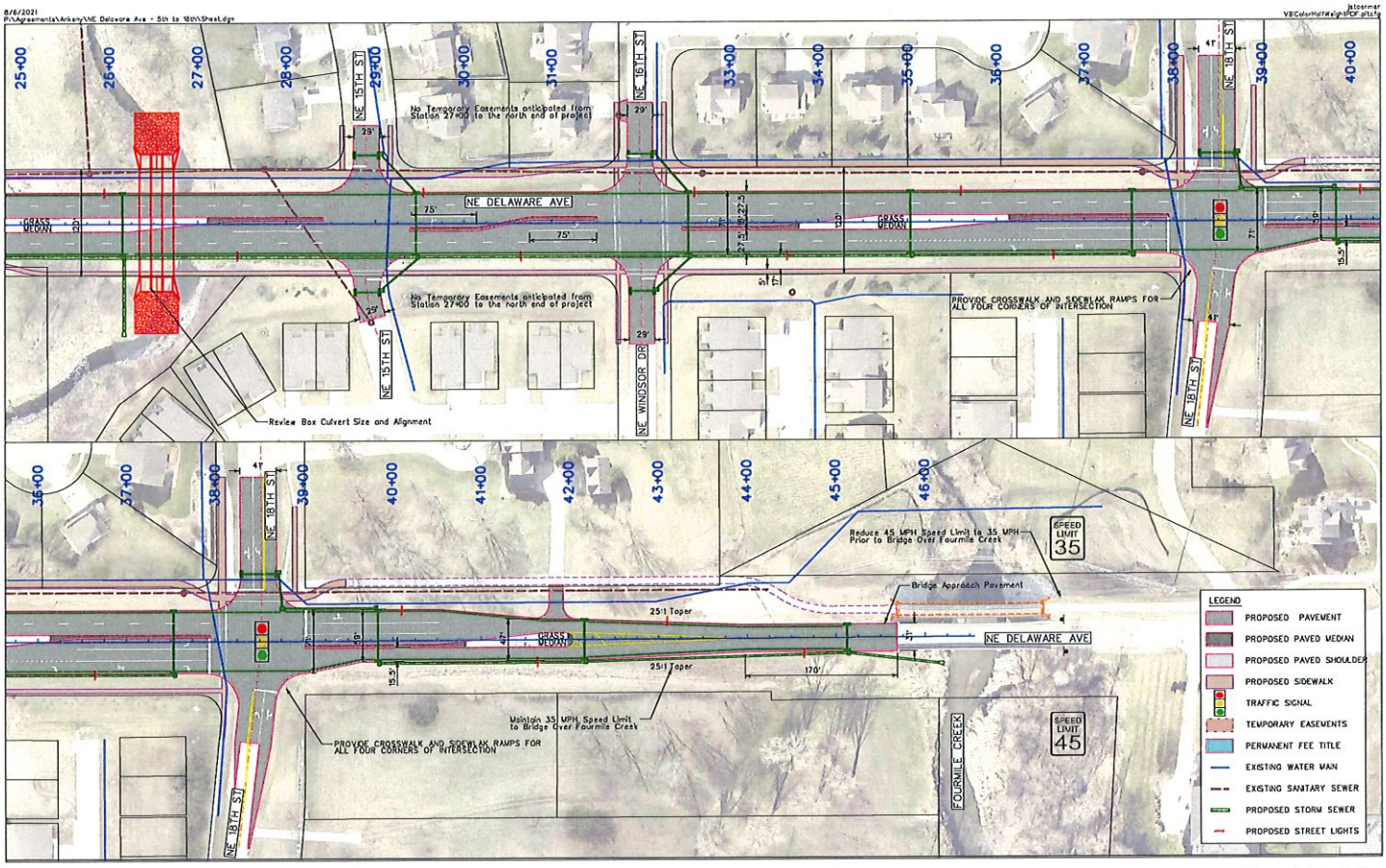
NE Delaware Ave Reconstruction - 5th to 18th

Ankeny, Iowa

Sheet 1 of 2

08/02/2021



SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

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NE Delaware Ave Reconstruction - 5th to 18th

Sheet 2 of 2

Ankeny, Iowa

08/02/2021

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

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

city of Ankeny
bringing it all together

Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 959.3959.4210 **Finance Project Code:** 959.4210

Vendor Project or Invoice #: **PO #**
Original Contract Date: January 20, 2020 **Vendor #** 2407

Date of Council Meeting 4/18/2022 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: 01/31/22 through: 04/03/22

Contract Summary

Original Contract Amount:	$ 319,825.00		
Net change by Change Orders:	$ 382,040.00		
Contract Amount to Date: (line 1 ± 2)		$ 701,865.00	
Total completed and stored to date:	$ 554,814.06		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 554,814.06	
Less previous applications for payment:		$ 547,828.09	
SUBTOTAL			$ 6,985.97
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 6,985.97
Balance to finish, including retainage:		$ 147,050.94	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Civil Design Advantage
Firm Name

Joshua A. Ingstad 4/7/2022
Signature Date

City of Ankeny Staff Approval

Jason Hart 4/8/2022
Signature Date

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 4/7/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	$ 3,006.82
2	4/20/2020	$ 10,124.88
3	6/15/2020	$ 64,848.50
4	7/20/2020	$ 23,002.40
5	8/17/2020	$ 49,467.25
6	9/21/2020	$ 21,149.25
7	10/19/2020	$ 44,163.30
8	11/16/2020	$ 23,739.55
9	12/21/2020	$ 18,016.50
10	1/18/2021	$ 16,663.68
11	2/15/2021	$ 31,705.63
12	3/15/2021	$ 12,534.60
13	4/19/2021	$ 19,870.89
14	5/17/2021	$ 18,899.17
15	6/21/2021	$ 16,209.06
16	7/19/2021	$ 24,988.55
17	8/16/2021	$ 30,259.52
18	9/20/2021	$ 23,842.81
19	10/18/2021	$ 21,762.06
20	11/15/2021	$ 20,029.36
21	12/20/2021	$ 21,584.30
22	1/17/2022	$ 27,090.03
23	2/21/2022	$ 4,869.98
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TOTAL $ 547,828.09

Record of Change Orders

#	Date	Amount
1	4/5/2021	$ 382,040.00
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	TOTAL	$ 382,040.00

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 4/7/2022

Invoice

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

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

April 08, 2022
Project No: 2002.053
Invoice No: 36712

Project 2002.053 C. Ankeny - NW 18th Street Extension

Professional Services from January 31, 2022 through April 03, 2022

Task	201	Concept Preparation		
			Total this Task	**0.00**
Task	230	Cost Opinion		
			Total this Task	**0.00**
Task	301	Construction Drawings - Preliminary		
			Total this Task	**0.00**
Task	303	Construction Drawings - Final		
			Total this Task	**0.00**
Task	304	Construction Drawings - Check		
			Total this Task	**0.00**
Task	306	Easement/Acquisition Plats		
			Total this Task	**0.00**
Task	308	Public Street Photometric Plan		
			Total this Task	**0.00**
Task	309	Front End Contract Documents		
			Total this Task	**0.00**
Task	310	Assessment Plat & Schedule		
			Total this Task	**0.00**
Task	311	Bidding Services		
			Total this Task	**0.00**
Task	312	Bid Letting Services		
			Total this Task	**0.00**
Task	501	Project Information Meeting		
			Total this Task	**0.00**
Task	503	Preconstruction Meeting		
			Total this Task	**0.00**

Project	2002.053	C. Ankeny - NW 18th Street Extension			Invoice	36712
Task	601	Construction Staking				
Professional Personnel						
			Hours	**Rate**	**Amount**	
Technician 1			6.00	56.00	336.00	
Senior Technician			6.00	142.00	852.00	
	Total Labor					**1,188.00**
				Total this Task		**$1,188.00**
Task	602	Construction Observation				
Professional Personnel						
			Hours	**Rate**	**Amount**	
Technician 4			15.00	89.00	1,335.00	
	Total Labor					**1,335.00**
				Total this Task		**$1,335.00**
Task	603	Construction Administration				
Professional Personnel						
			Hours	**Rate**	**Amount**	
Engineer 6			14.50	144.00	2,088.00	
Engineer 8			13.50	166.00	2,241.00	
	Total Labor					**4,329.00**
				Total this Task		**$4,329.00**
Task	604	Shop Drawings				
				Total this Task		**0.00**
Task	605	Record Drawings				
				Total this Task		**0.00**
Task	701	Geotecnical Investigation				
				Total this Task		**0.00**
Task	702	Phase 1 Environmental Assessment				
				Total this Task		**0.00**
Task	703	Wetland Services				
				Total this Task		**0.00**
Task	704	Right-of-Way Services				
				Total this Task		**0.00**
Task	705	Geotechnical Observation (ABE)				
				Total this Task		**0.00**
Task	998	Permits & Fees				
				Total this Task		**0.00**
Task	999	Reimbursable Expenses				
Unit Billing						
3/9/2022	Mileage		229.0 miles @ 0.585		133.97	
	Total Units				**133.97**	**133.97**

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	36712

Total this Task **$133.97**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	6,985.97	547,828.09	554,814.06
Limit			701,865.00
Remaining			147,050.94

Total this Invoice **$6,985.97**

Project Manager Joshua Trygstad

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

April 7, 2022

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #24
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #24 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage provided construction observation and administration for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $207,095.31 to Cramer & Associates, Inc., for construction 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:

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Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
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Project Title:	High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road		
Contractor:	Cramer & Associates, Inc.		
Address:	3100 SW Brookside Drive, Grimes, IA 50111-4977		
Finance Budget Code:	938.2938.4459	***Finance Project #***	938.4459
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	July 6, 2021	***Vendor #***	8408

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: March 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	$ 3,044,526.55			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 3,044,526.55		
Total completed and stored to date:	$ 1,104,587.65			
Retainage: 3 % of Completed Work:	$ 30,000.00	Max 3% of $1,000,000 or $30,000		
Total Earned less Retainage:		$ 1,074,587.65		
Less previous applications for payment:		$ 867,492.34		
SUBTOTAL			$	207,095.31
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	207,095.31
Balance to finish, including retainage:		$ 1,969,938.91		
Contract Time Remaining (If applicable)	88.00 Working Days			

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

Construction Contractor Approval: Cramer & Associates, Inc.
Firm Name

Signature 4-4-22 Date

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

Signature Digitally signed by Andy Burke
DN: C=US, E=aburke@snyder-associates.com, O="Snyder & Associates, Inc", CN=Andy Burke
Reason: I have reviewed this document
Date: 2022.04.04 15:42:01-05'00' Date

City of Ankeny Staff Approval:

Signature 4/4/2022 Date

Submit to: Jim Haberichter, PE | Civil Engineer II

E-mail: JHaberichter@Ankenylowa.gov *Phone:* (515) 963-3536 *Fax:* (515) 963-3536

Date Printed: 4/4/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 20, 2021	$ 29,051.50
2	October 18, 2021	$ 213,276.71
3	November 15, 2021	$ 97,548.05
4	December 20, 2021	$ 160,802.82
5	January 17, 2022	$ 176,184.01
6	February 21, 2022	$ 129,442.74
7	March 21, 2022	$ 61,186.51
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 867,492.34

Record of Change Orders

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 25, 2021

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	42.0
Working Days Remaining:	**88.0**

Full Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	**0.0**

Date Printed: 4/4/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM NUMBER	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-0850001	CLEARING AND GRUBBING	ACRE	5.20		5.20	$ 9,000.00	$ 46,800.00		$ -	4.94	4.94	$ 44,460.00	0.26	95.00%
20	2102-0425070	SPECIAL BACKFILL	TON	131.10		131.10	$ 35.00	$ 4,588.50		$ -	0.00	0.00	$ -	131.10	0.00%
30	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	21,902.00		21,902.00	$ 15.00	$ 328,530.00		$ -	21,463.96	21,463.96	$ 321,959.40	438.04	98.00%
40	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,553.00		1,553.00	$ 10.00	$ 15,530.00		$ -	0.00	0.00	$ -	1,553.00	0.00%
50	2105-8425015	TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	2,449.00		2,449.00	$ 6.00	$ 14,694.00		$ -	1,959.20	1,959.20	$ 11,755.20	489.80	80.00%
60	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.10		1.10	$ 1,800.00	$ 1,980.00		$ -	0.00	0.00	$ -	1.10	0.00%
70	2110-8200000	CONSTRUCTION OF SOIL AGGREGATE SUBBASE	MILE	1.00		1.00	$ 28,500.00	$ 28,500.00		$ -	0.00	0.00	$ -	1.00	0.00%
80	2123-7450020	SHOULDER FINISHING, EARTH	STA	69.80		69.80	$ 365.00	$ 25,477.00		$ -	0.00	0.00	$ -	69.80	0.00%
90	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	70.70		70.70	$ 166.00	$ 11,736.20		$ -	0.00	0.00	$ -	70.70	0.00%
100	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	361.70		361.70	$ 125.00	$ 45,212.50		$ -	0.00	0.00	$ -	361.70	0.00%
110	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	4.00		4.00	$ 15.00	$ 60.00		$ -	4.00	4.00	$ 60.00	0.00	100.00%
120	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EA	2.00		2.00	$ 2,400.00	$ 4,800.00		$ -	2.00	2.00	$ 4,800.00	0.00	100.00%
130	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EA	3.00		3.00	$ 3,500.00	$ 10,500.00		$ -	3.00	3.00	$ 10,500.00	0.00	100.00%
140	2416-1160015	CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	12.00		12.00	$ 200.00	$ 2,400.00		$ -	11.00	11.00	$ 2,200.00	1.00	91.67%
150	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN., MODIFIED	EA	1.00		1.00	$ 7,500.00	$ 7,500.00		$ -	1.00	1.00	$ 7,500.00	0.00	100.00%
160	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	1.00	$ 6,500.00	0.00	100.00%
170	2502-8212408	SUBDRAIN, STANDARD, NON-PERFORATED, 8 IN., AS PER PLAN	LF	151.90		151.90	$ 40.00	$ 6,076.00		$ -	0.00	0.00	$ -	151.90	0.00%
180	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	336.00		336.00	$ 85.00	$ 28,560.00		$ -	336.00	336.00	$ 28,560.00	0.00	100.00%
190	2510-6745850	REMOVAL OF PAVEMENT	SY	361.70		361.70	$ 12.00	$ 4,340.40		$ -	0.00	0.00	$ -	361.70	0.00%
200	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	1.00		1.00	$ 800.00	$ 800.00		$ -	1.00	1.00	$ 800.00	0.00	100.00%
210	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	766.20		766.20	$ 12.00	$ 9,194.40		$ -	766.20	766.20	$ 9,194.40	0.00	100.00%
220	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	58.70		58.70	$ 71.00	$ 4,167.70		$ -	0.00	0.00	$ -	58.70	0.00%
230	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	7,834.70		7,834.70	$ 40.50	$ 317,305.35		$ -	0.00	0.00	$ -	7,834.70	0.00%
240	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	19.70		19.70	$ 475.00	$ 9,357.50		$ -	0.00	0.00	$ -	19.70	0.00%
250	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	298.00		298.00	$ 90.00	$ 26,820.00		$ -	0.00	0.00	$ -	298.00	0.00%
260	2511-7528101	DETECTABLE WARNINGS, CAST IRON	SF	80.00		80.00	$ 45.00	$ 3,600.00		$ -	0.00	0.00	$ -	80.00	0.00%
270	2519-1001000	FENCE, CHAIN LINK, VINYL COATED, 48 IN. HEIGHT	LF	96.00		96.00	$ 65.00	$ 6,240.00		$ -	0.00	0.00	$ -	96.00	0.00%
280	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	4.00		4.00	$ 325.00	$ 1,300.00		$ -	0.00	0.00	$ -	4.00	0.00%
290	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	224.00		224.00	$ 14.00	$ 3,136.00		$ -	0.00	0.00	$ -	224.00	0.00%
300	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	91.00		91.00	$ 22.00	$ 2,002.00		$ -	0.00	0.00	$ -	91.00	0.00%
310	2524-9325150	INSTALL TYPE A SIGN	EA	24.00		24.00	$ 100.00	$ 2,400.00		$ -	0.00	0.00	$ -	24.00	0.00%
320	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.00		28.00	$ 125.00	$ 3,500.00		$ -	0.00	0.00	$ -	28.00	0.00%
330	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	22.20		22.20	$ 150.00	$ 3,330.00		$ -	0.00	0.00	$ -	22.20	0.00%
340	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4.00		4.00	$ 375.00	$ 1,500.00		$ -	0.00	0.00	$ -	4.00	0.00%
350	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	21.50		21.50	$ 105.00	$ 2,257.50		$ -	0.00	0.00	$ -	21.50	0.00%
360	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EA	4.00		4.00	$ 125.00	$ 500.00		$ -	0.00	0.00	$ -	4.00	0.00%
370	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	9.30		9.30	$ 105.00	$ 976.50		$ -	0.00	0.00	$ -	9.30	0.00%
380	2528-2518000	SAFETY CLOSURE	EA	6.00		6.00	$ 200.00	$ 1,200.00		$ -	0.00	0.00	$ -	6.00	0.00%
390	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	341.00		341.00	$ 25.00	$ 8,525.00		$ -	0.00	0.00	$ -	341.00	0.00%
400	2528-8445110	TRAFFIC CONTROL	LS	1.00		1.00	$ 14,000.00	$ 14,000.00		$ -	0.05	0.05	$ 700.00	0.95	5.00%
410	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	608.00		608.00	$ 18.00	$ 10,944.00		$ -	0.00	0.00	$ -	608.00	0.00%
420	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	30.00		30.00	$ 125.00	$ 3,750.00		$ -	0.00	0.00	$ -	30.00	0.00%
430	2533-4980005	MOBILIZATION	LS	1.00		1.00	$ 225,000.00	$ 225,000.00		$ -	0.50	0.50	$ 112,500.00	0.50	50.00%
440	2551-0000110	TEMPORARY CRASH CUSHION	EA	1.00		1.00	$ 1,100.00	$ 1,100.00		$ -	0.00	0.00	$ -	1.00	0.00%
450	2552-0000300	TRENCH COMPACTION TESTING	LS	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -	0.00	0.00	$ -	1.00	0.00%
460	2554-0212020	VALVE BOX EXTENSION	EA	2.00		2.00	$ 500.00	$ 1,000.00		$ -	0.00	0.00	$ -	2.00	0.00%
470	2554-0214000	FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	$ 3,500.00	$ 7,000.00		$ -	0.00	0.00	$ -	2.00	0.00%
480	2599-9999005	('EACH' ITEM) PVC DRAINAGE INLET	EA	4.00		4.00	$ 3,000.00	$ 12,000.00		$ -	0.00	0.00	$ -	4.00	0.00%
490	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	5.10		5.10	$ 2,500.00	$ 12,750.00		$ -	3.40	3.40	$ 8,500.00	1.70	66.67%
500	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	5.10		5.10	$ 1,350.00	$ 6,885.00		$ -	0.00	0.00	$ -	5.10	0.00%
510	2601-2700020	TRANSITION MAT	SF	200.00		200.00	$ 15.00	$ 3,000.00		$ -	0.00	0.00	$ -	200.00	0.00%
520	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	250.00		250.00	$ 62.50	$ 15,625.00		$ -	130.00	130.00	$ 8,125.00	120.00	52.00%
530	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	6,875.00		6,875.00	$ 2.50	$ 17,187.50	140.00	$ 350.00	520.00	660.00	$ 1,650.00	6,215.00	9.60%
540	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	6,875.00		6,875.00	$ 0.30	$ 2,062.50		$ -	0.00	0.00	$ -	6,875.00	0.00%
550	2602-0010010	MOBILIZATIONS, EROSION CONTORL	EA	5.00		5.00	$ 500.00	$ 2,500.00	1.00	$ 500.00	4.00	5.00	$ 2,500.00	0.00	100.00%
560	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.00		1.00	$ 1,000.00	$ 1,000.00		$ -	0.00	0.00	$ -	1.00	0.00%
570	2599-9999010	('LUMP SUM' ITEM) PEDESTRIAN BRIDGE LIGHTING	LS	1.00		1.00	$ 215,000.00	$ 215,000.00		$ -	0.00	0.00	$ -	1.00	0.00%
580	2402-2720000	EXCAVATION, CLASS 20	CY	240.00		240.00	$ 50.00	$ 12,000.00		$ -	120.00	120.00	$ 6,000.00	120.00	50.00%
590	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	220.00		220.00	$ 1,000.00	$ 220,000.00	111.40	$ 111,400.00	48.80	160.20	$ 160,200.00	59.80	72.82%
600	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	75.40		75.40	$ 1,000.00	$ 75,400.00		$ -	50.00	50.00	$ 50,000.00	25.40	66.31%
610	2403-7303000	STRUCTURAL CONCRETE COATING	SY	759.00		759.00	$ 74.00	$ 56,166.00		$ -	0.00	0.00	$ -	759.00	0.00%
620	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	49,388.00		49,388.00	$ 1.75	$ 86,429.00	18,626.08	$ 32,595.64	16,518.86	35,144.94	$ 61,503.65	14,243.06	71.16%
630	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE, 180'-2 X 12'-0	EACH	1.00		1.00	$ 645,000.00	$ 645,000.00		$ -	0.00	0.00	$ -	1.00	0.00%

Date printed: 4/4/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

640	2501-0201057	PILES, STEEL, HP 10 X 57 - FRAME FOOTINGS	LF	2,240.00		2,240.00	$ 60.00	$ 134,400.00		$ -	2,240.00	2,240.00	$ 134,400.00	0.00	100.00%
650	2501-0201274	PILES, STEEL, HP 12 X 74 - ABUTMENT	LF	640.00		640.00	$ 70.00	$ 44,800.00		$ -	640.00	640.00	$ 44,800.00	0.00	100.00%
660	2507-2638610	CONCRETE SLOPE PROTECTION	SY	187.30		187.30	$ 350.00	$ 65,555.00		$ -	0.00	0.00	$ -	187.30	0.00%
670	2599-9999014	ABUTMENT FRAME FORMLINER	SF	6,543.00		6,543.00	$ 20.00	$ 130,860.00	3,271.00	$ 65,420.00	0.00	3,271.00	$ 65,420.00	3,272.00	49.99%
680	2599-9999018	ANTI-GRAFFITI COATING	SY	759.00		759.00	$ 24.00	$ 18,216.00		$ -	0.00	0.00	$ -	759.00	0.00%
						0.00		$ -		$ -	0.00	0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $3,044,526.55** **PAY PERIOD = $ 210,265.64** **COMPLETED = $1,104,587.65** **36.28%**

Date printed: 4/4/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

April 4, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

RE: HIGH TRESTLE TRAIL EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD
PARTIAL PAYMENT APPLICATION NO. 8
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #8 for the above noted project from March 1 to March 31, 2022. Construction through this payment application includes structural concrete, reinforcement, and formliner work for the abutment framing elements. Based on project observations, plan quantities, measured quantities, and work completed we recommend approval of Partial Payment Application #8. Approximately 36% of the contract work has been completed and 42 of the 130 working days (32%) have been charged through this partial payment application.

Please contact me should you have any questions or comments on this payment application. We will be in attendance at the April 18, 2022 council meeting to answer any questions regarding this project.

Respectfully,

SNYDER & ASSOCIATES, INC.

Andy G. Burke, P.E.
Project Manager

Enclosure

CC: Mark Land, P.E., Snyder & Associates

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of $3,688.65 to Graphite Construction Group, Inc. for construction services on the Ankeny Senior Community Center.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Graphite PA 18

GRAPHITE
CONSTRUCTION GROUP

1955 NE 58th Ave. Des Moines, IA 50313 | Suite 100 | PHONE: 515-278-9446 | info@graphitegrp.com

March 28, 2022

Shive-Hattery, Inc.
Attn: Todd Wehr
4125 Westown Parkway, Ste 100
West Des Moines, IA 50266

Dear Todd,

Enclosed is our eighteenth application for payment for work performed through March 31, 2022 at the Ankeny Senior Community Center.

Sincerely,

Traci Havel

Traci Havel
Graphite Construction Group, Inc.

1955 NE 58th Ave. Des Moines, IA 50313 | Suite 100 | PHONE: 515-278-9446 | info@graphitegrp.com

GRAPHITE
CONSTRUCTION GROUP

WAIVER OF CONSTRUCTION LIEN, PAYMENT BOND AND LIEN FUNDS

March 28, 2022

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien on land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractor therefor. The property covered by this waiver is owned by the *City of Ankeny* (owner), is located in *Polk County* is described as *Ankeny Senior Community Center* and this waiver pertains to a portion of the work to be performed by *Graphite Construction Group, Inc.* (prime contractor).

This waiver covers all labor, material and supplies for construction, alteration, erection, and repairs furnished by the undersigned under a contract for *Ankeny Senior Community Center* through the date of this waiver in the amount of Three Thousand Six Hundred Eighty Eight Dollars and Sixty Five Cents ($3,688.65).

This lien waiver is not valid until the amount listed above has been received.

Company Name *Graphite Construction Group, Inc.*

By Traci Havel
Traci Havel
Accounting

Contractor Waiver Form

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Ankeny Senior Community Center		
Contractor:	Graphite Construction Group, Inc		
Address:	1955 NE 58th Ave, Ste 100 - Des Moines, IA 50313		
Finance Budget Code:	905.2905.4412	***Finance Project #***	905.4412
Vendor Project or Invoice #:		***PO #***	-
Original Contract Date:	July 6, 2020	***Vendor #***	9893

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 18

PAYMENT PERIOD: From: March 1, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	$ 5,654,000.00			
Net change by Change Orders:	$ 324,093.89			
Contract Amount to Date: (line 1 ± 2)		$ 5,978,093.89		
Total completed and stored to date:	$ 5,953,523.89			
Retainage: 5 % of Completed Work:	$ 297,676.19			
Total Earned less Retainage:		$ 5,655,847.70		
Less previous applications for payment:		$ 5,652,159.05		
SUBTOTAL			$	3,688.65
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,688.65
Balance to finish, including retainage:		$ 322,246.19		
Contract Time Remaining (If applicable)	9/15/2021 #			

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

Construction Contractor Approval: Graphite Construction Group, Inc
Firm Name

Signature — Date: 3/28/2022

Engineer / Consultant Approval: Shive-Hattery, Inc.
Firm Name

Signature — Date: Mar 29 2022 10:29 AM

City of Ankeny Staff Approval:

Signature — Date: 4/1/22

Submit to: *Paul Moritz, P.E. - Assistant City Manager*
E-mail: pmoritz@Ankenylowa.gov *Phone:* *(515) 965-6420*

Date Printed: 3/28/2022

AIA Type Document
Application and Certification for Payment

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	5,654,000.00
2. Net Change by Change Orders	$	324,093.89
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	5,978,093.89
4. TOTAL COMPLETED AND STORED TO DATE	$	5,953,523.89
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	297,676.19
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	297,676.19
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	5,655,847.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	5,652,159.05
8. CURRENT PAYMENT DUE	$	3,688.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	322,246.19

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	324,093.89	0.00
Total approved this Month	0.00	0.00
TOTALS	324,093.89	0.00
NET CHANGES by Change Order	324,093.89	

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

CONTRACTOR: Graphite Construction Group
1955 NE 58th Ave, Ste 100 Des Moines, IA 50313

By: [signature] Date: 3/28/22

State of: Iowa
County of: Polk
Subscribed and Sworn to before me this 28th Day of March 2022
Notary Public: Traci Havel
My Commission Expires: 5-10-2022

TRACI HAVEL
Commission Number 746821
My Commission Expires
May 10, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
General Conditions									
1	General Conditions	216,292.18	216,292.18	0.00	0.00	216,292.18	100.00	0.00	10,814.61
2	Surveying	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
3	Bond	48,739.00	48,739.00	0.00	0.00	48,739.00	100.00	0.00	2,436.95
4	Overhead and Fee	141,350.00	141,350.00	0.00	0.00	141,350.00	100.00	0.00	7,067.50
Existing Conditions									
024113	L-Selective Site Demolition	54,200.00	54,200.00	0.00	0.00	54,200.00	100.00	0.00	2,710.00
Concrete									
033000.1	M-Foundation	105,028.00	105,028.00	0.00	0.00	105,028.00	100.00	0.00	5,251.40
033000.2	L-Foundation	137,479.00	137,479.00	0.00	0.00	137,479.00	100.00	0.00	6,873.95
033000.3	L-SOG	34,598.00	34,598.00	0.00	0.00	34,598.00	100.00	0.00	1,729.90
033000.4	M-SOG	110,305.00	110,305.00	0.00	0.00	110,305.00	100.00	0.00	5,515.25
033000.5	L-SOD	10,975.00	10,975.00	0.00	0.00	10,975.00	100.00	0.00	548.75
033000.6	M-SOD	25,061.00	25,061.00	0.00	0.00	25,061.00	100.00	0.00	1,253.05
033000.7	L/M-Mis. Concrete	8,010.00	8,010.00	0.00	0.00	8,010.00	100.00	0.00	400.50
033000.8	L-Foundation Backfill	26,545.00	26,545.00	0.00	0.00	26,545.00	100.00	0.00	1,327.25
033511.1	L-Polished Concrete	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	520.00
033511.2	M-Polished Concrete	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00	0.00	130.00
033511.3	Concrete Sealer	569.00	569.00	0.00	0.00	569.00	100.00	0.00	28.45
033511.4	Grout Columns	2,205.00	2,205.00	0.00	0.00	2,205.00	100.00	0.00	110.25
Masonry									

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
042000.1	L-Brick	83,500.00	83,500.00	0.00	0.00	83,500.00	100.00	0.00	4,175.00
042000.2	M-Brick	225,500.00	225,500.00	0.00	0.00	225,500.00	100.00	0.00	11,275.00
042000.3	L-CMU	31,500.00	31,500.00	0.00	0.00	31,500.00	100.00	0.00	1,575.00
042000.4	M-CMU	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	0.00	975.00
042000.5	M-Masonry Reinforcing	1,250.00	1,250.00	0.00	0.00	1,250.00	100.00	0.00	62.50
Metals									
051200.1	M-Structural Steel Framing	327,286.00	327,286.00	0.00	0.00	327,286.00	100.00	0.00	16,364.30
051200.2	L-Structural Steel Framing	131,254.00	131,254.00	0.00	0.00	131,254.00	100.00	0.00	6,562.70
052100.1	M-Steel Joist Framing	20,625.00	20,625.00	0.00	0.00	20,625.00	100.00	0.00	1,031.25
052100.2	L-Steel Joist Framing	106,253.00	106,253.00	0.00	0.00	106,253.00	100.00	0.00	5,312.65
053100.1	M-Steel Decking	41,871.00	41,871.00	0.00	0.00	41,871.00	100.00	0.00	2,093.55
053100.2	L-Steel Decking	17,212.00	17,212.00	0.00	0.00	17,212.00	100.00	0.00	860.60
054000.1	M-Cold Formed Metal Framing	55,518.00	55,518.00	0.00	0.00	55,518.00	100.00	0.00	2,775.90
054000.2	L-Cold Formed Metal Framing	155,732.00	155,732.00	0.00	0.00	155,732.00	100.00	0.00	7,786.60
055000.1	M-Metal Fabrications	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	600.00
055000.2	L-Metal Fabrications	31,842.00	31,842.00	0.00	0.00	31,842.00	100.00	0.00	1,592.10
055113.1	M-Metal Pan Stairs	36,430.00	36,430.00	0.00	0.00	36,430.00	100.00	0.00	1,821.50
055113.2	L-Metal Pan Stairs	11,135.00	11,135.00	0.00	0.00	11,135.00	100.00	0.00	556.75
Wood and Plastics									
061000.1	M-Rough Carpentry	20,523.00	20,523.00	0.00	0.00	20,523.00	100.00	0.00	1,026.15
06100.2	L-Rough Carpentry	51,387.00	51,387.00	0.00	0.00	51,387.00	100.00	0.00	2,569.35

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
062023	L-Finish Carpentry	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	1,200.00
064023	M-Casework/Millwork	55,554.00	55,554.00	0.00	0.00	55,554.00	100.00	0.00	2,777.70
Thermal and Moisture									
071400	Fluid applied waterproof	540.00	540.00	0.00	0.00	540.00	100.00	0.00	27.00
072119.1	L-Foamed in place Insulation	6,282.00	6,282.00	0.00	0.00	6,282.00	100.00	0.00	314.10
072119.2	M-Foamed in place insulation	48,127.00	48,127.00	0.00	0.00	48,127.00	100.00	0.00	2,406.35
072200.1	M-Roof and Deck Insulation	78,720.00	78,720.00	0.00	0.00	78,720.00	100.00	0.00	3,936.00
072200.2	L-Roof and Deck Insulation	21,500.00	21,500.00	0.00	0.00	21,500.00	100.00	0.00	1,075.00
072500.1	M-Weather Barriers	28,010.00	28,010.00	0.00	0.00	28,010.00	100.00	0.00	1,400.50
072500.2	L-Weather Barriers	25,751.59	25,751.59	0.00	0.00	25,751.59	100.00	0.00	1,287.58
074213.1	M-Metal Wall Panels	39,000.00	39,000.00	0.00	0.00	39,000.00	100.00	0.00	1,950.00
074213.2	L-Metal Wall Panels	31,685.00	31,685.00	0.00	0.00	31,685.00	100.00	0.00	1,584.25
074646.1	M-Fiber cement siding	27,328.00	27,328.00	0.00	0.00	27,328.00	100.00	0.00	1,366.40
074646.2	L-Fiber cement siding	40,992.00	40,992.00	0.00	0.00	40,992.00	100.00	0.00	2,049.60
075130.1	M-Elastomeric Membrane Roofing-Fully Adhered	33,630.00	33,630.00	0.00	0.00	33,630.00	100.00	0.00	1,681.50
075130.2	L-Elastomeric Membrane Roofing-Fully Adhered	37,365.00	37,365.00	0.00	0.00	37,365.00	100.00	0.00	1,868.25
076200.1	M-Sheet Metal Flashing & Trim	15,450.00	15,450.00	0.00	0.00	15,450.00	100.00	0.00	772.50
076200.2	L-Sheet Metal Flashing & Trim	12,450.00	12,450.00	0.00	0.00	12,450.00	100.00	0.00	622.50
077200	Roof Accessories	600.00	600.00	0.00	0.00	600.00	100.00	0.00	30.00
078400	Firestopping	4,760.00	4,760.00	0.00	0.00	4,760.00	100.00	0.00	238.00
079000	Caulking	10,460.00	10,460.00	0.00	0.00	10,460.00	100.00	0.00	523.00

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

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DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
Openings									
081113	M-Hollow Metal Doors & Frames	26,610.00	26,610.00	0.00	0.00	26,610.00	100.00	0.00	1,330.50
081416	M-Flush Wood Doors	10,630.00	10,630.00	0.00	0.00	10,630.00	100.00	0.00	531.50
083113	M-Access Doors	200.00	200.00	0.00	0.00	200.00	100.00	0.00	10.00
083313.1	M-Coiling Counter Doors	5,315.00	5,315.00	0.00	0.00	5,315.00	100.00	0.00	265.75
083313.2	L-Coiling Counter Doors	460.00	460.00	0.00	0.00	460.00	100.00	0.00	23.00
084113.1	L-Engineering, Submittals	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
084113.2	L-Aluminum Framed Entrances & Storefronts (& Lift Rental)	17,588.00	17,588.00	0.00	0.00	17,588.00	100.00	0.00	879.40
084113.3	M-Aluminum Framed Entrances & Storefronts	77,036.00	77,036.00	0.00	0.00	77,036.00	100.00	0.00	3,851.80
084413.1	L-Glazed Aluminum Curtain Walls	27,544.00	27,544.00	0.00	0.00	27,544.00	100.00	0.00	1,377.20
084413.2	M-Glazed Aluminum Curtain Walls	38,200.00	38,200.00	0.00	0.00	38,200.00	100.00	0.00	1,910.00
087100	M-Door Hardware	37,560.00	37,560.00	0.00	0.00	37,560.00	100.00	0.00	1,878.00
088000.1	M-Glazing	6,050.00	6,050.00	0.00	0.00	6,050.00	100.00	0.00	302.50
088000.2	L-Glazing	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00	0.00	262.50
Finishes									
092116.1	M-Gypsum Board Assemblies	42,996.00	42,996.00	0.00	0.00	42,996.00	100.00	0.00	2,149.80
092116.2	L-Gypsum Board Assemblies	100,324.00	100,324.00	0.00	0.00	100,324.00	100.00	0.00	5,016.20
093000.1	M-Tiling	15,180.00	15,180.00	0.00	0.00	15,180.00	100.00	0.00	759.00
093000.2	L-Tiling	18,464.00	18,464.00	0.00	0.00	18,464.00	100.00	0.00	923.20
095113.1	M-Acoustical Panel Ceiling	29,305.00	29,305.00	0.00	0.00	29,305.00	100.00	0.00	1,465.25
095113.2	L-Acoustical Panel Ceiling	24,354.00	24,354.00	0.00	0.00	24,354.00	100.00	0.00	1,217.70

TO (OWNER): 250 NW Ash Drive
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_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

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CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
096500.1	M-Resilient Flooring	12,371.00	12,371.00	0.00	0.00	12,371.00	100.00	0.00	618.55
096500.2	L-Resilient Flooring	7,743.00	7,743.00	0.00	0.00	7,743.00	100.00	0.00	387.15
096566.1	M-Resilient Athletic Flooring	61,366.00	61,366.00	0.00	0.00	61,366.00	100.00	0.00	3,068.30
096566.2	L-Resilient Athletic Flooring	36,560.00	36,560.00	0.00	0.00	36,560.00	100.00	0.00	1,828.00
096813.1	M-Tile Carpeting	24,898.00	24,898.00	0.00	0.00	24,898.00	100.00	0.00	1,244.90
096813.2	L-Tile Carpeting	6,418.00	6,418.00	0.00	0.00	6,418.00	100.00	0.00	320.90
097700	Fiberglass Reinforced Panels	1,688.50	1,688.50	0.00	0.00	1,688.50	100.00	0.00	84.43
098430	Sound Absorbing Wall and Ceiling Units	12,025.00	12,025.00	0.00	0.00	12,025.00	100.00	0.00	601.25
099113.1	L-Exterior Painting	1,498.00	1,498.00	0.00	0.00	1,498.00	100.00	0.00	74.90
099113.2	M-Exterior Painting	642.00	642.00	0.00	0.00	642.00	100.00	0.00	32.10
099123.1	L-Interior Painting	42,048.00	42,048.00	0.00	0.00	42,048.00	100.00	0.00	2,102.40
099123.2	M-Interior Painting	10,512.00	10,512.00	0.00	0.00	10,512.00	100.00	0.00	525.60
099600.1	L-High Performance Coatings	4,053.00	4,053.00	0.00	0.00	4,053.00	100.00	0.00	202.65
099600.2	M-High Performance Coatings	1,737.00	1,737.00	0.00	0.00	1,737.00	100.00	0.00	86.85
Specialties									
101400.1	L-Signage	1,355.00	1,355.00	0.00	0.00	1,355.00	100.00	0.00	67.75
101400.2	M-Signage	4,705.23	4,705.23	0.00	0.00	4,705.23	100.00	0.00	235.26
102113	M-Toilet Compartments	3,759.00	3,759.00	0.00	0.00	3,759.00	100.00	0.00	187.95
102600	M-Wall and Door Protection	2,521.00	2,521.00	0.00	0.00	2,521.00	100.00	0.00	126.05
102800	M-Toilet, Bath, and Laundry Accessories	8,915.00	8,915.00	0.00	0.00	8,915.00	100.00	0.00	445.75
104416	M-Fire Extinguisher	1,365.00	1,365.00	0.00	0.00	1,365.00	100.00	0.00	68.25

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

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250 NW Ash Drive
Ankeny, IA 50023

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FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

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107500.1	M-Flagpole	1,234.00	1,234.00	0.00	0.00	1,234.00	100.00	0.00	61.70
107500.2	L-Flagpole	450.00	450.00	0.00	0.00	450.00	100.00	0.00	22.50
Equipment									
114000.1	M-Food Service Equipment	21,157.00	21,157.00	0.00	0.00	21,157.00	100.00	0.00	1,057.85
114000.2	L-Food Service Equipment	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
116623.1	L-Gymnasium Equipment	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
116623.2	M-Gymnasium Equipment	10,600.00	10,600.00	0.00	0.00	10,600.00	100.00	0.00	530.00
Furnishings									
122400.1	M-Window shades	11,390.00	11,390.00	0.00	0.00	11,390.00	100.00	0.00	569.50
122400.2	L-Window shades	2,298.00	2,298.00	0.00	0.00	2,298.00	100.00	0.00	114.90
Conveying Equipment									
142100.1	M-Electric Traction Elevator	50,250.00	50,250.00	0.00	0.00	50,250.00	100.00	0.00	2,512.50
142100.2	L-Electric Traction Elevator	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00	0.00	300.00
142100.3	L-Shop Drawings	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
Fire Suppression									
211313.1	L-Wet and Dry Pipe Fire Suppression Sprinkler Systems	40,341.00	40,341.00	0.00	0.00	40,341.00	100.00	0.00	2,017.05
211313.2	M-Wet and Dry Pipe Fire Suppression Sprinkler Systems	20,259.00	20,259.00	0.00	0.00	20,259.00	100.00	0.00	1,012.95
Mechanical									
01.1	L-Mobilization	46,530.00	46,530.00	0.00	0.00	46,530.00	100.00	0.00	2,326.50
01.2	M-General Conditions	43,520.00	43,520.00	0.00	0.00	43,520.00	100.00	0.00	2,176.00
221116.1	M-Domestic Water piping	61,079.00	61,079.00	0.00	0.00	61,079.00	100.00	0.00	3,053.95

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

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1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

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221116.2	L-Domestic Water piping	88,517.00	88,517.00	0.00	0.00	88,517.00	100.00	0.00	4,425.85
221316.1	M-Sanitary Waste piping	38,082.00	38,082.00	0.00	0.00	38,082.00	100.00	0.00	1,904.10
221316.2	L-Sanitary Waste piping	40,575.00	40,575.00	0.00	0.00	40,575.00	100.00	0.00	2,028.75
224000	M-Plumbing fixtures	58,508.00	58,508.00	0.00	0.00	58,508.00	100.00	0.00	2,925.40
230593	L-Testing and balancing HVAC	9,885.00	9,885.00	0.00	0.00	9,885.00	100.00	0.00	494.25
230700.1	M-HVAC and Plumbing Insulation	21,630.00	21,630.00	0.00	0.00	21,630.00	100.00	0.00	1,081.50
230700.2	L-HVAC and Plumbing Insulation	40,170.00	40,170.00	0.00	0.00	40,170.00	100.00	0.00	2,008.50
230900.1	L-Instrumentation and Control for HVAC	27,800.00	27,800.00	0.00	0.00	27,800.00	100.00	0.00	1,390.00
230900.2	M-Instrumentation and Control for HVAC	52,104.00	52,104.00	0.00	0.00	52,104.00	100.00	0.00	2,605.20
232113.1	L-Hydronic Piping	56,062.00	56,062.00	0.00	0.00	56,062.00	100.00	0.00	2,803.10
232113.2	M-Hydronic Piping	28,490.00	28,490.00	0.00	0.00	28,490.00	100.00	0.00	1,424.50
232123.1	M-Hydronic Pumps	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
232123.2	L-Hydronic Pumps	1,760.00	1,760.00	0.00	0.00	1,760.00	100.00	0.00	88.00
233113.1	L-Metal Ducts	118,890.00	118,890.00	0.00	0.00	118,890.00	100.00	0.00	5,944.50
233113.2	M-Metal Ducts	28,413.00	28,413.00	0.00	0.00	28,413.00	100.00	0.00	1,420.65
233600.1	L-Air Terminal units	1,980.00	1,980.00	0.00	0.00	1,980.00	100.00	0.00	99.00
233600.2	M-Air Termincal units	9,975.00	9,975.00	0.00	0.00	9,975.00	100.00	0.00	498.75
233713.1	L-Diffusers, Registers, and Grilles	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00	0.00	160.00
233713.2	M-Diffusers, Registers, and Grilles	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
233813.1	M-Commercial Kitchen hood	11,600.00	11,600.00	0.00	0.00	11,600.00	100.00	0.00	580.00
233813.2	L-Commercial Kitchen hood	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00

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235215.1	L-Heating Boilers	880.00	880.00	0.00	0.00	880.00	100.00	0.00	44.00
235215.2	M-Heating Boilers	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00	0.00	690.00
237200.1	M-Air to air energy recovery	8,610.00	8,610.00	0.00	0.00	8,610.00	100.00	0.00	430.50
237200.2	L-Air to air energy recovery	960.00	960.00	0.00	0.00	960.00	100.00	0.00	48.00
237416.1	M-Packaged RTU	204,750.00	204,750.00	0.00	0.00	204,750.00	100.00	0.00	10,237.50
237416.2	L-Packaged RTU	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00	0.00	270.00
238126.1	M-Split system AC	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00	0.00	75.00
238126.2	L-Split system AC	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00	0.00	110.00
238223.1	M-Convectors and fin tube	18,700.00	18,700.00	0.00	0.00	18,700.00	100.00	0.00	935.00
238223.2	L-Convectors and fin tube	5,810.00	5,810.00	0.00	0.00	5,810.00	100.00	0.00	290.50
238239.1	M-Unit heaters	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00	0.00	105.00
238239.2	L-Unit heaters	220.00	220.00	0.00	0.00	220.00	100.00	0.00	11.00
Electrical									
MISC1	M-Mobilization	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00	0.00	225.00
MISC2	L-Mobilization	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
260519.1	L-Low voltage cables	31,838.00	31,838.00	0.00	0.00	31,838.00	100.00	0.00	1,591.90
260519.2	M-Low voltage cables	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00	0.00	1,425.00
260533.1	L-Conduit and Boxes	40,018.00	40,018.00	0.00	0.00	40,018.00	100.00	0.00	2,000.90
260533.2	M-Conduit and Boxes	20,250.00	20,250.00	0.00	0.00	20,250.00	100.00	0.00	1,012.50
260573	L-Power System Study	2,350.00	2,350.00	0.00	0.00	2,350.00	100.00	0.00	117.50
260923.1	M-Lighting control devices	19,855.00	19,855.00	0.00	0.00	19,855.00	100.00	0.00	992.75

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ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
260923.2	L-Lighting control devices	2,800.00	2,800.00	0.00	0.00	2,800.00	100.00	0.00	140.00
262100.1	M-Low voltage service entrance	2,982.00	2,982.00	0.00	0.00	2,982.00	100.00	0.00	149.10
262100.2	L-Low voltage service entrance	5,850.00	5,850.00	0.00	0.00	5,850.00	100.00	0.00	292.50
262416.1	M-Panelboards	12,907.22	12,907.22	0.00	0.00	12,907.22	100.00	0.00	645.36
262416.2	L-Panelboards	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
262726.1	M-Wiring Devices	1,450.00	1,450.00	0.00	0.00	1,450.00	100.00	0.00	72.50
262726.2	L-Wiring Devices	1,350.00	1,350.00	0.00	0.00	1,350.00	100.00	0.00	67.50
262813	M-Fuses	59.62	59.62	0.00	0.00	59.62	100.00	0.00	2.98
262816.1	M-Enclosed Switches	965.00	965.00	0.00	0.00	965.00	100.00	0.00	48.25
262816.2	L-Encolsed Switches	350.00	350.00	0.00	0.00	350.00	100.00	0.00	17.50
262923.1	M-Variable Frequency Motor Controllers	3,206.52	3,206.52	0.00	0.00	3,206.52	100.00	0.00	160.33
262923.2	L-Variable Frequency Motor Controllers	300.00	300.00	0.00	0.00	300.00	100.00	0.00	15.00
263323.1	M-Central Battery equipment	22,085.00	22,085.00	0.00	0.00	22,085.00	100.00	0.00	1,104.25
263323.2	L-Central Battery equipment	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	55.00
265100.1	M-Interior Lighting	78,871.00	78,871.00	0.00	0.00	78,871.00	100.00	0.00	3,943.55
265100.2	L-Interior Lighting	9,714.75	9,714.75	0.00	0.00	9,714.75	100.00	0.00	485.74
265100.3	M-Exterior Lighting	14,191.00	14,191.00	0.00	0.00	14,191.00	100.00	0.00	709.55
265100.4	L-Exterior Lighting	530.00	530.00	0.00	0.00	530.00	100.00	0.00	26.50
265100.5	M-Pole bases, transformer pad	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00	0.00	550.00
265100.6	L-Pole bases, transformer pad	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00	0.00	450.00
Communications									

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
270000.1	M-Communication Systems	12,155.80	12,155.80	0.00	0.00	12,155.80	100.00	0.00	607.79
270000.2	L-Communication Systems	5,445.72	5,445.72	0.00	0.00	5,445.72	100.00	0.00	272.29
Electronic Safety and Security									
280000.1	M-Fire Alarm and Detection Systems	7,392.00	7,392.00	0.00	0.00	7,392.00	100.00	0.00	369.60
280000.2	L-Fire Alarm and Detection Systems	4,003.37	4,003.37	0.00	0.00	4,003.37	100.00	0.00	200.17
Site Work									
312001	L-Earthwork	80,729.00	80,729.00	0.00	0.00	80,729.00	100.00	0.00	4,036.45
312002	Building Pad	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	1,250.00
312003	Temp Stabilization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exterior Improvements									
321313.1	L-6" trickle channel	5,220.00	5,220.00	0.00	0.00	5,220.00	100.00	0.00	261.00
321313.2	M-6" trickle channel	2,670.00	2,670.00	0.00	0.00	2,670.00	100.00	0.00	133.50
321313.3	L-7" PCC	26,933.50	26,933.50	0.00	0.00	26,933.50	100.00	0.00	1,346.68
321313.4	M-7" PCC	77,279.00	77,279.00	0.00	0.00	77,279.00	100.00	0.00	3,863.95
321319.1	L-5" sidewalk	14,555.00	14,555.00	0.00	0.00	14,555.00	100.00	0.00	727.75
321319.2	M-5" sidewalk	11,353.00	11,353.00	0.00	0.00	11,353.00	100.00	0.00	567.65
321723.13	Painted Pavement Markings	1,495.00	1,495.00	0.00	0.00	1,495.00	100.00	0.00	74.75
321724	Parking Lot Signage	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00	0.00	125.00
321725	Parking Lot Cleaning	500.00	500.00	0.00	0.00	500.00	100.00	0.00	25.00
321726	Wheel Stops	440.00	440.00	0.00	0.00	440.00	100.00	0.00	22.00
321727	Fencing	6,900.00	6,900.00	0.00	0.00	6,900.00	100.00	0.00	345.00

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
329100.1	M-Landscape planting	13,810.00	0.00	0.00	0.00	0.00	0.00	13,810.00	0.00
329100.2	L-Landscape planting	8,760.00	0.00	0.00	0.00	0.00	0.00	8,760.00	0.00
329200.1	M-Seeding/Sod	9,216.00	8,216.00	0.00	0.00	8,216.00	89.15	1,000.00	410.80
329200.2	L-Seeding/Sod	5,245.00	4,245.00	0.00	0.00	4,245.00	80.93	1,000.00	212.25
329201	L-Sod Watering	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	150.00
Utilities									
331100.1	M-Water	10,785.00	10,785.00	0.00	0.00	10,785.00	100.00	0.00	539.25
331100.2	L-Water	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00	0.00	400.00
333100.1	M-Sanitary Sewer	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00	0.00	190.00
333100.2	L-Sanitary Sewer	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	350.00
334100.1	M-Storm Utility Drainage Piping	72,986.00	72,986.00	0.00	0.00	72,986.00	100.00	0.00	3,649.30
334100.2	L-Storm Utility Drainage Piping	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00	0.00	2,000.00
Change Orders									
CO 1	COR-001 thru 008	9,807.73	9,807.73	0.00	0.00	9,807.73	100.00	0.00	490.39
CO 2	PR 7	207,701.89	207,701.89	0.00	0.00	207,701.89	100.00	0.00	10,385.09
CO 3	PR5, PR10, COR012, COR013	6,581.83	6,581.83	0.00	0.00	6,581.83	100.00	0.00	329.09
CO 4	COR-014 thru 022	12,792.16	12,792.16	0.00	0.00	12,792.16	100.00	0.00	639.61
CO 5	COR-023R2 thru 028	28,156.47	28,156.47	0.00	0.00	28,156.47	100.00	0.00	1,407.82
CO 6	COR-030 thru 032	9,944.33	9,944.33	0.00	0.00	9,944.33	100.00	0.00	497.22
CO 7	COR-033,034,035,037,038	5,059.00	5,059.00	0.00	0.00	5,059.00	100.00	0.00	252.95
CO 8	COR-036, 039-044	8,321.83	8,321.83	0.00	0.00	8,321.83	100.00	0.00	416.09

TO (OWNER): 250 NW Ash Drive
Ankeny, IA 50023

PROJECT: Ankeny Senior Community Center
250 NW Ash Drive
Ankeny, IA 50023

APPLICATION NO: 18
PERIOD TO: 3/31/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Graphite Construction Group
1955 NE 58th Ave, Ste 100
Des Moines, IA 50313

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
CO 9	COR-046, 048-050	25,409.86	25,409.86	0.00	0.00	25,409.86	100.00	0.00	1,270.49
CO 10	COR-051, 052	6,436.00	6,436.00	0.00	0.00	6,436.00	100.00	0.00	321.78
CO 11	COR-045R,053R,055	3,882.79	0.00	3,882.79	0.00	3,882.79	100.00	0.00	194.14
	REPORT TOTALS	$5,978,093.89	$5,949,641.10	$3,882.79	$0.00	$5,953,523.89	99.59	$24,570.00	$297,676.19

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NE Four Mile Drive over Deer Creek		
Contractor:	Gus Construction		
Address:	Future NE Four Mile Drive over Deer Creek		
Finance Budget Code:	955.3955.4451	***Finance Project #***	955.4451
Vendor Project or Invoice #:	N/A	***PO #***	922
Original Contract Date:	March 7, 2022	***Vendor #***	11390

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: March 18, 2022 Through: March 31, 2022

Contract Summary

Original Contract Amount:	$ 1,027,970.68			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 1,027,970.68		
Total completed and stored to date:	$ 10,500.00			
Retainage: 5 % of Completed Work:	$ 525.00			
Total Earned less Retainage:		$ 9,975.00		
Less previous applications for payment:		$ -		
SUBTOTAL			$	9,975.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	9,975.00
Balance to finish, including retainage:		$ 1,017,995.68		
Contract Time Remaining (If applicable)	87.00 Working Days			

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

Construction Contractor Approval: Gus Construction

Signature _____ Date 4/6/22

Engineer / Consultant Approval: Kirkham Michael
Firm Name

Signature _____ Date 4/4/22

City of Ankeny Staff Approval:

Signature _____ Date 4/8/22

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: 4/1/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Clearing and Grubbing	LS	1		1.00	$ 21,000.00	$ 21,000.00	0.50	$ 10,500.00	0.50	50.00%
2	Topsoil, On-Site	CY	3900		3,900.00	$ 6.00	$ 23,400.00		$ -	3,900.00	0.00%
3	Excavation, Class 10, (On-Site)	CY	41600		41,600.00	$ 4.00	$ 166,400.00		$ -	41,600.00	0.00%
4	Compaction Testing	LS	1		1.00	$ 6,000.00	$ 6,000.00		$ -	1.00	0.00%
5	Storm Sewer, Trenched, HDPE, 12 In. Dia.	LF	179		179.00	$ 85.00	$ 15,215.00		$ -	179.00	0.00%
6	Pipe Apron, CMP, 12 In. Dia.	EA	2		2.00	$ 800.00	$ 1,600.00		$ -	2.00	0.00%
7	Conventional Seeding and Fertilizing; Type 2 (Outside of ROW)	AC	6		6.00	$ 950.00	$ 5,700.00		$ -	6.00	0.00%
8	Conventional Seeding and Fertilizing; Type 4 (Within ROW)	AC	1.8		1.80	$ 350.00	$ 630.00		$ -	1.80	0.00%
9	Erosion Control Mulching, Hydromulching, BFM	AC	7.8		7.80	$ 3,200.00	$ 24,960.00		$ -	7.80	0.00%
10	Wattles	LF	500		500.00	$ 3.00	$ 1,500.00		$ -	500.00	0.00%
11	Wattles, Removal of Device	LF	500		500.00	$ 1.00	$ 500.00		$ -	500.00	0.00%
12	Rip Rap, Class D	TON	30		30.00	$ 75.00	$ 2,250.00		$ -	30.00	0.00%
13	Silt Fence	LF	3200		3,200.00	$ 1.80	$ 5,760.00		$ -	3,200.00	0.00%
14	Silt Fence, Removal of Device	LF	3200		3,200.00	$ 0.10	$ 320.00		$ -	3,200.00	0.00%
15	Stabilized Construction Entrance	SY	350		350.00	$ 10.00	$ 3,500.00		$ -	350.00	0.00%
16	Turf Entrance Mat	SF	16		16.00	$ 40.00	$ 640.00		$ -	16.00	0.00%
17	Mobilization	LS	1		1.00	$ 80,000.00	$ 80,000.00		$ -	1.00	0.00%
18	Concrete Washout	LS	1		1.00	$ 2,400.00	$ 2,400.00		$ -	1.00	0.00%
19	Special Backfill	CY	183		183.00	$ 85.00	$ 15,555.00		$ -	183.00	0.00%
20	Excavation, Class 10, Channel	CY	804		804.00	$ 15.00	$ 12,060.00		$ -	804.00	0.00%
21	Compacting Backfill Adjacent to Bridges, Culverts or Structures	CY	289		289.00	$ 25.00	$ 7,225.00		$ -	289.00	0.00%
22	Compaction with Moisture Control	CY	1860		1,860.00	$ 2.00	$ 3,720.00		$ -	1,860.00	0.00%
23	Flooded Backfill	CY	54		54.00	$ 100.00	$ 5,400.00		$ -	54.00	0.00%
24	Excavation, Class 20	CY	2267		2,267.00	$ 18.00	$ 40,806.00		$ -	2,267.00	0.00%
25	Structural Concrete (RCB Culvert)	CY	812.5		812.50	$ 464.00	$ 377,000.00		$ -	812.50	0.00%
26	Reinforcing Steel	LBS.	99172		99,172.00	$ 1.19	$ 118,014.68		$ -	99,172.00	0.00%
27	Temporary Stream Diversion	LS	1		1.00	$ 15,000.00	$ 15,000.00		$ -	1.00	0.00%
28	Steel Sheet Pile	SF	370		370.00	$ 35.00	$ 12,950.00		$ -	370.00	0.00%
29	Subdrain, Perforated Plastic Pipe, 4 In. Dia.	LF	428		428.00	$ 25.00	$ 10,700.00		$ -	428.00	0.00%
30	Engineering Fabric	SY	490		490.00	$ 7.00	$ 3,430.00		$ -	490.00	0.00%
31	Revetment, Class D	TON	400		400.00	$ 75.00	$ 30,000.00		$ -	400.00	0.00%
32	Fence, Chain Link, Vinyl Coated	LF	117.5		117.50	$ 122.00	$ 14,335.00		$ -	117.50	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 1,027,970.68	$ 10,500.00	1.02%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	March 7, 2022
Original Contract Time:	90.00
Added by Change Order:	
Contract Time to Date:	90.00
Time Used to Date:	3.00
Contract Time Remaining:	**87.00**

Date Printed: 4/1/2022

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $45,993.75 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road & SW State Street Safety Improvements

Contractor: HR Green, Inc.

Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131

Finance Budget Code: 50%: 988.3988.4210 / 50%: 998.3998.4210 **Finance Project #** 50%: 988.4210 / 50%: 998.4210

Vendor Project or Invoice #: N/A **PO #** N/A

Original Contract Date: February 7, 2022 **Vendor #** 5531

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: February 7, 2022 Through: April 1, 2022

Contract Summary

Original Contract Amount:	$ 355,700.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 355,700.00	
Total completed and stored to date:	$ -		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ -	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 45,993.75
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 45,993.75
Balance to finish, including retainage:		$ 309,706.25	
Contract Time Remaining (If applicable)	-	Working Days	

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

Construction Contractor Approval: HR Green, Inc. (Firm Name)

Signature _____ Date _____

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

Signature _____ Date April 8, 2022

City of Ankeny Staff Approval:

Signature _____ Date 4/8/2022

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@Ankenylowa.gov *Phone:* (515) 963-3536 *Fax:* (515) 963-3536

Date Printed: 4/8/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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**

Date Printed: 4/8/2022

HRGreen

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 1, 2022
Project No: 210345.01
Invoice No: 151562
Invoice Total: $45,993.75

Project 210345.01 Ankeny, IA - Oralabor Gateway Trail and SW State Street
Professional Services Through April 1, 2022

Phase 01.00 Project Management
Professional Personnel

	Hours	Amount	
Senior Professional	12.50	2,750.00	
Professional	10.50	1,690.00	
Junior Professional	4.50	510.00	
Admin Coordinator	3.25	324.50	
Totals	30.75	5,274.50	
Total Labor			**5,274.50**
		Total this Phase	**$5,274.50**

Phase 02.00 Survey and Mapping
Consultants

Nilles Associates

2/25/2022	Nilles Associates	Topo Survey and ROW Mapping	22,578.00	
Total Consultants			**22,578.00**	**22,578.00**
		Total this Phase		**$22,578.00**

Phase 03.00 Utility Coordination
Professional Personnel

	Hours	Amount	
Senior Professional	1.50	330.00	
Professional	1.00	150.00	
Totals	2.50	480.00	
Total Labor			**480.00**
		Total this Phase	**$480.00**

Phase 04.00 Pre-Design Concept
Professional Personnel

	Hours	Amount	
Senior Professional	12.00	2,640.00	
Professional	31.50	5,075.00	
Totals	43.50	7,715.00	
Total Labor			**7,715.00**

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

Total this Phase **$7,715.00**

Phase 05.00 Preliminary Design

Professional Personnel

	Hours	Amount	
Senior Professional	3.50	770.00	
Professional	53.75	7,322.50	
Junior Professional	18.50	1,853.75	
Totals	75.75	9,946.25	
Total Labor			**9,946.25**

Total this Phase **$9,946.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	45,993.75	0.00	45,993.75
Limit			355,700.00
Remaining			309,706.25

Total this Invoice **$45,993.75**

HRGreen

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

HRGREEN.COM

April 8, 2022

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

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail and SW State Street
HRG Project No. 210345.01
Contract date: February 7, 2022

Dear Jim:

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

Attached Invoice #	151562
Period covered by invoice	2/7/22 – 4/1/22
Amount this invoice	$45,993.75
Total billings to date, including this invoice	$45,993.75
Contract maximum fee	$355,700.00
% of Contract billed to date	12.93%

Summary of services during this billing period:

- Completed topographic survey
- Performed a habitat assessment and wetland assessment
- Prepared Concept Statement, T&E Determination, and 4f Determination Iowa DOT forms
- Participated in project kickoff meeting on March 24, 2022

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Jason Lastovica, P.E.

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city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of $5,069.08 to I & S Group, Inc., for engineering services on the Saylor Creek Repairs and 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 #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	2021 Saylor Creek Repairs and Restoration		
Contractor:	I & S Group, Inc.		
Address:	508 East Locust Street, Des Moines, Iowa 50309		
Finance Budget Code:	680.3680.4210	***Finance Project #***	680.4210
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	January 18, 2021	***Vendor #***	10037

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: 9/31/2021 Through: 2/31/2022

Contract Summary

Original Contract Amount:	$ 60,300.00		
Net change by Change Orders:	$ 12,000.00		
Contract Amount to Date: (line 1 ± 2)		$ 72,300.00	
Total completed and stored to date:	$ 69,570.68		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 69,570.68	
Less previous applications for payment:		$ 64,501.60	
SUBTOTAL			$ 5,069.08
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,069.08
Balance to finish, including retainage:		$ 2,729.32	
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: I & S Group, Inc.

Firm Name

Signature March 28, 2022

Date

City of Ankeny Staff Approval:

Becky Ford 3/28/2022

Signature Date

Submit to: *Beck Ford, Civil/Environmental Engineer*

E-mail: bford@ankenyiowa.gov *Phone:* *(515) 963-3526* *Fax:* *(515) 963-3526*

Date Printed: 3/28/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 9, 2021	$ 5,824.00
2	May 17, 2021	$ 28,482.18
3	September 7, 2021	$ 24,631.00
4	October 21, 2021	$ 5,564.42
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 64,501.60

Record of Change Orders

No.	Date	Amount
1	August 16, 2021	$ 12,000.00
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CHANGE ORDER TOTAL = $ 12,000.00

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**

Date Printed: 3/28/2022

I & S Group, Inc.
115 E. Hickory St. Suite 300
Mankato, MN 56001
507-387-6651

www.ISGInc.com

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

Invoice Number 76756
Date 10/31/2021

Project 21-24856 Saylor Creek Repairs and Restoration - Ankeny IA

Progress billing for professional services provided through date of invoice

INVOICES TO BE SUBMITTED WITH SPREADSHEET

Description	Contract Amount	Prior Billed	Current Billed
Data Review + Kickoff Meeting	**$2,700.00**	**$2,700.00**	
On-Site Creek Assessment	**$3,000.00**	**$3,000.00**	
Site 1 - Topographic Survey	**$6,000.00**	**$4,637.18**	
Site 2 – Topographic and Boundary Survey	**$4,400.00**	**$4,400.00**	
Preliminary Design + Cost Estimate	**$19,600.00**	**$19,600.00**	
Final Design and Cost Estimate	**$14,400.00**	**$14,400.00**	
Permitting Services	**$7,000.00**	**$7,000.00**	
Bidding Services	**$3,200.00**	**$3,200.00**	
Construction Administration	**$3,000.00**	**$2,472.50**	**$527.50**
Construction Observation	**$6,500.00**	**$2,029.50**	**$504.00**
Construction Survey	**$2,500.00**	**$1,062.42**	
Reimbursables			
	$72,300.00	$64,501.60	$1,031.50

Invoice Amount **$1,031.50**

Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.

If you have a question regarding your invoice, please e-mail ar@ISGInc.com

I & S Group, Inc.
115 E. Hickory St. Suite 300
Mankato, MN 56001
507-387-6651

www.ISGInc.com

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

Invoice Number 77489
Date 11/30/2021

Project 21-24856 Saylor Creek Repairs and Restoration - Ankeny IA

Progress billing for professional services provided through date of invoice

INVOICES TO BE SUBMITTED WITH SPREADSHEET

Description	Contract Amount	Prior Billed	Current Billed
Data Review + Kickoff Meeting	**$2,700.00**	**$2,700.00**	
On-Site Creek Assessment	**$3,000.00**	**$3,000.00**	
Site 1 - Topographic Survey	**$6,000.00**	**$4,637.18**	
Site 2 – Topographic and Boundary Survey	**$4,400.00**	**$4,400.00**	
Preliminary Design + Cost Estimate	**$19,600.00**	**$19,600.00**	
Final Design and Cost Estimate	**$14,400.00**	**$14,400.00**	
Permitting Services	**$7,000.00**	**$7,000.00**	
Bidding Services	**$3,200.00**	**$3,200.00**	
Construction Administration	**$3,000.00**	**$3,000.00**	
Construction Observation	**$6,500.00**	**$2,533.50**	**$2,600.00**
Construction Survey	**$2,500.00**	**$1,062.42**	**$1,437.58**
Reimbursables			
	$72,300.00	$65,533.10	$4,037.58

Invoice Amount **$4,037.58**

Payment Terms: Net 30 days from invoice date. Thank you.
Past due balances are subject to late fees in the amount of 1.5% per month.

If you have a question regarding your invoice, please e-mail ar@ISGInc.com

Aging Summary

Invoice Number	Invoice Date	0 - 30	31 - 60	61-90	Over 90	Balance
76756	10/31/2021	$1,031.50	$0.00	$0.00	$0.00	$1,031.50
77489	11/30/2021	$4,037.58				$4,037.58
Total Outstanding		$5,069.08	$0.00	$0.00	$0.00	$5,069.08

MARCH 28, 2022

Becky Ford, P.E.
City of Ankeny
1210 NW Prairie Drive
Ankeny, IA 50023-1751
BFord@Ankenylowa.gov

RE: 2021 SAYLOR CREEK REPAIRS AND RESTORATION
PROGRESS REPORT

Dear Ms. Ford,

Enclosed is the invoice for the 2021 Saylor Creek Repairs and Restoration Project. This invoice covers work through November 30, 2021 and includes the following services: construction observation and survey.

A representative may be virtually present at the Ankeny City Council Meeting on April 18, 2022, to answer any questions on this invoice. In the meantime, please reach out with any questions pertaining to this project or invoice.

Sincerely,

Craig Clarkson, P.E.
Water Resources Group Leader

Craig.Clarkson@ISGInc.com

Enc.

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 8, 2022 Through: March 25, 2022

Contract Summary

Original Contract Amount:	$ 385,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 385,000.00	
Total completed and stored to date:	$ 75,028.75		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 75,028.75	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 75,028.75
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 75,028.75
Balance to finish, including retainage:		$ 309,971.25	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: McClure Engineering Company

Firm Name

Scott Porter April 7, 2022

Signature Date

City of Ankeny Staff Approval:

Jim Haberichter 4/8/2022

Signature Date

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

Date Printed: 4/6/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ -

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Date Printed: 4/6/2022

McCLURE™
ENGINEERING Co.

1360 NW 121st Street
Clive, IA 50325

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

March 30, 2022
Project No: 0000211008-010
Invoice No: 138962
Due Date: April 29, 2022

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

Professional Services from January 30, 2022 to March 26, 2022

Phase 400 Preliminary Design

Task 401 Preliminary Design and Plans

	Hours	Rate	Amount	
Engineer II	249.00	155.00	38,595.00	
Engineering Technician II	88.00	135.00	11,880.00	
Engineer III	33.50	180.00	6,030.00	
Project Manager II	21.50	230.00	4,945.00	
Totals	392.00		61,450.00	
Total Labor				**61,450.00**
			Total this Task	**$61,450.00**

Task 413 Geotechnical Engineering

	Hours	Rate	Amount	
Engineer I	8.50	125.00	1,062.50	
Engineer II	5.00	155.00	775.00	
Project Manager II	2.00	230.00	460.00	
Totals	15.50		2,297.50	
Total Labor				**2,297.50**
			Total this Task	**$2,297.50**
			Total this Phase	**$63,747.50**

Phase 500 Final Design

Task 512 Traffic Signal Design

	Hours	Rate	Amount	
Engineer III	.25	180.00	45.00	
Totals	.25		45.00	
Total Labor				**45.00**
			Total this Task	**$45.00**
			Total this Phase	**$45.00**

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	138962

Phase 700 Survey Services

Task 701 Survey Services (General)

	Hours	Rate	Amount	
Crew Chief	72.00	135.00	9,720.00	
Totals	72.00		9,720.00	
Total Labor				**9,720.00**
			Total this Task	**$9,720.00**
			Total this Phase	**$9,720.00**

Phase 850 Project Management and Coordination

Task 851 Project Management and Coordination

	Hours	Rate	Amount	
Administrative Assistant	.25	85.00	21.25	
Project Manager II	6.50	230.00	1,495.00	
Totals	6.75		1,516.25	
Total Labor				**1,516.25**
			Total this Task	**$1,516.25**
			Total this Phase	**$1,516.25**

	Current	Prior	To-Date	
Total Billings	75,028.75	0.00	75,028.75	
Contract Limit (not-to-exceed)			385,000.00	
Contract Limit Remaining			309,971.25	
		Total Due this Invoice		**$75,028.75**

April 7, 2022

McCLURE™

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

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 1
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the first progress report for the above referenced project and covers work through March 25, 2022. Work related to this project through this period includes preliminary design and development of the preliminary plans, traffic signal design, coordination of the geotechnical borings and marking the boring locations in the field, additional survey as required for the design, utility coordination, and project administration.

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

Sincerely,

Scott Port

Scott E. Port, P.E.
Project Manager

Enclosures

335 SE Oralabor Road, Ankeny, Iowa 50021
P 515.512.1361 | mcclurevision.com

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Parks and Recreation

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Pay App #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
designing it all together

Project Title: SW Des Moines Street Parks Phase 1
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny IA 50023
Finance Budget Code: 897.2897.4210 **Finance Project Code:** 897.2897
Vendor Project or Invoice #: 21233.01 **PO #**
Original Contract Date: December 20, 2021 **Vendor #** 3164

Date of Council Meeting April 18, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 12/01/21 through: 02/28/22

Contract Summary

Original Contract Amount:	$ 48,500.00		
Net change by Change Orders:			
Contract Amount to Date: (line 1 ± 2)		$ 48,500.00	
Total completed and stored to date:	$ 36,292.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 36,292.50	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 36,292.50
OTHER CHARGES (Please attach an itemized list)			
CURRENT PAYMENT DUE			$ 36,292.50
Balance to finish, including retainage:		$ 12,207.50	
Contract Time Remaining (If applicable)	-		

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

Engineer/Consultant Approval: Nilles Associates, Inc.
Firm Name

Signature Date 3/31/2022

City of Ankeny Staff Approval

Signature Date 4/11/22

Submit to: Nick Lenox, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023
Email: NLenox@Ankenyiowa.gov *Phone:* 515-963-3576 *Fax:*

Date Printed: 3/31/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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TOTAL $ -

Record of Change Orders

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TOTAL $ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	December 20, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Ankeny
Attn: Nick Lenox
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 3/10/2022
Billing Period 12/01/21-02/28/22

Invoice No: 21233.01
Project No: 21233

Project: SW Des Moines Street Parks Phase 1

Basic Services:	**Hours**	**Rate**	**Amount**	**Current**
Engineer III	7.0	$130.00	$910.00	
Engineer I	32.5	$85.00	$2,762.50	
Senior Landscape Architect	103.0	$140.00	$14,420.00	
Landscape Architect I	62.5	$105.00	$6,562.50	
Senior Land Surveyor	19.0	$140.00	$2,660.00	
Senior Technician	24.5	$115.00	$2,817.50	
Technician II	38.5	$85.00	$3,272.50	
Technician I	38.5	$75.00	$2,887.50	
		Subtotal:	$36,292.50	**$36,292.50**

Total:	$36,292.50
Previous Invoices:	$0.00
Total to Date:	$36,292.50

Contract Amount: $ 48,500.00
Amount Remaining: $ 12,207.50

Total Due this Invoice: $36,292.50

NILLES ASSOCIATES, INC.

Thank you for your business.

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

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 $624,826.42 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (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

city of Ankeny
bringing it all together

Project Title:	NW 36th Street and NW Weigel Drive Water Main (Construction)		
Contractor:	On Track Construction, LLC		
Address:	1316 6th Street, Suite 109, Nevada 50201		
Finance Budget Code:	634.3634.4450	***Finance Project #***	634.4450
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	February 21, 2022	***Vendor #***	9363

Date of Council Meeting: April 18, 2021 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: 03/14/2022 Through: 03/31/2022

Contract Summary

Original Contract Amount:	$ 1,298,500.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 1,298,500.00	
Total completed and stored to date:	$ 657,712.02		
Retainage: 5 % of Completed Work:	$ 32,885.60		
Total Earned less Retainage:		$ 624,826.42	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 624,826.42
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 624,826.42
Balance to finish, including retainage:		$ 673,673.58	
Contract Time Remaining (If applicable)	99.00 Working Days		

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

Construction Contractor Approval: On Track Construciton, LLC
Firm Name

Signature 4-5-22 Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Nicholle Jungren
Signature 4/5/2022 Date

City of Ankeny Staff Approval:

Donald Clark
Signature 4/5/22 Date

Submit to: *Don Clark, Municipal Utilities Director*

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

Date Printed: 4/5/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Topsoil , On-site	CY	6,460.00		6,460.00	$ 2.00	$ 12,920.00	1,938.00	$ 3,876.00	4,522.00	30.00%
2	Removal of Known Pipe and Condut, CMP	LF	168.00		168.00	$ 25.00	$ 4,200.00		$ -	168.00	0.00%
3	Trench Compaction Testing	LS	1.00		1.00	$ 8,075.00	$ 8,075.00		$ -	1.00	0.00%
4	Pipe Culvert, Trenched, CMP, 15"	LF	124.00		124.00	$ 65.00	$ 8,060.00		$ -	124.00	0.00%
5	Pipe Culvert, Trenched, CMP, 24"	LF	9.00		9.00	$ 220.00	$ 1,980.00		$ -	9.00	0.00%
6	Pipe Culvert, Trenched, CMP, 30"	LF	35.00		35.00	$ 155.00	$ 5,425.00		$ -	35.00	0.00%
7	Pipe Apron, CMP, 15"	EA	6.00		6.00	$ 950.00	$ 5,700.00		$ -	6.00	0.00%
8	Pipe Apron, CMP, 24"	EA	2.00		2.00	$ 1,050.00	$ 2,100.00		$ -	2.00	0.00%
9	Pipe Apron, CMP, 30"	EA	3.00		3.00	$ 1,600.00	$ 4,800.00		$ -	3.00	0.00%
10	Water Main, Trenched, C900, 16"	LF	8,832.00		8,832.00	$ 100.00	$ 883,200.00	2,732.00	$ 273,200.00	6,100.00	30.93%
11	Water Main, Trenched, C900, 12"	LF	54.00		54.00	$ 145.00	$ 7,830.00		$ -	54.00	0.00%
12	Water Main, Trenched, Restrained Joint, 16"	LF	120.00		120.00	$ 135.00	$ 16,200.00		$ -	120.00	0.00%
13	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105.00		105.00	$ 725.00	$ 76,125.00	105.00	$ 76,125.00	-	100.00%
14	Bend, DIP, 16", 45DEG	EA	8.00		8.00	$ 3,750.00	$ 30,000.00	6.00	$ 22,500.00	2.00	75.00%
15	Reducer, DIP, 16"x12"	EA	1.00		1.00	$ 2,085.00	$ 2,085.00	1.00	$ 2,085.00	-	100.00%
16	Reducer, DIP, 12"x6"	EA	1.00		1.00	$ 1,400.00	$ 1,400.00		$ -	1.00	0.00%
17	Tee, 16"X12"	EA	1.00		1.00	$ 4,595.00	$ 4,595.00		$ -	1.00	0.00%
18	Water Service Stub, Near-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	$ 2,685.00	$ 2,685.00		$ -	1.00	0.00%
19	Water Service Stub, Far-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	$ 4,650.00	$ 4,650.00		$ -	1.00	0.00%
20	Connect to Existing Main	EA	1.00		1.00	$11,000.00	$ 11,000.00	1.00	$ 11,000.00	-	100.00%
21	Tracer Wire Access Pedestal	EA	7.00		7.00	$ 1,000.00	$ 7,000.00	1.00	$ 1,000.00	6.00	14.29%
22	Valve, DIP 16"	EA	3.00		3.00	$ 9,950.00	$ 29,850.00		$ -	3.00	0.00%
23	Valve, DIP, 12"	EA	1.00		1.00	$ 3,650.00	$ 3,650.00		$ -	1.00	0.00%
24	Fire Hydrant Assembly	EA	7.00		7.00	$ 7,350.00	$ 51,450.00	2.00	$ 14,700.00	5.00	28.57%
25	Fire Hydrant Assembly Removal and Relocation	EA	1.00		1.00	$ 5,000.00	$ 5,000.00	0.50	$ 2,500.00	0.50	50.00%
26	Removal of Granular Surfacing	SY	223.00		223.00	$ 25.00	$ 5,575.00	54.00	$ 1,350.00	169.00	24.22%
27	Driveway, Granular	SY	98.00		98.00	$ 30.00	$ 2,940.00		$ -	98.00	0.00%
28	Granular Surfacing, Class A Crushed Stone	SY	125.00		125.00	$ 35.00	$ 4,375.00	54.00	$ 1,890.00	71.00	43.20%
29	Traffic Control	LS	1.00		1.00	$ 4,500.00	$ 4,500.00	0.30	$ 1,350.00	0.70	30.00%
30	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5.00		5.00	$ 2,775.00	$ 13,875.00		$ -	5.00	0.00%
31	Temporary Seeding and BFM Mulching	AC	5.00		5.00	$ 2,775.00	$ 13,875.00		$ -	5.00	0.00%
32	Silt Fence	LF	6,000.00		6,000.00	$ 1.70	$ 10,200.00	40.00	$ 68.00	5,960.00	0.67%
33	Silt Fence, Removal of Device	LF	6,000.00		6,000.00	$ 0.10	$ 600.00		$ -	6,000.00	0.00%
34	Mobilization	LS	1.00		1.00	$52,580.00	$ 52,580.00	0.50	$ 26,290.00	0.50	50.00%
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	STORED MATERIALS				-		$ -		$ -	-	0.00%
	Water Main, Trenched, C900, 16"	LF	2,826.00		2,826.00	$ 77.77	$ 219,778.02	2,826.00	$ 219,778.02	-	100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE	$ 1,518,278.02	$ 657,712.02	-56.68%

Date printed: 4/5/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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Record of Change Orders

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Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 21, 2022
Original Contract Time:	110.00
Added by Change Order:	
Contract Time to Date:	110.00
Time Used to Date:	11.00
Contract Time Remaining:	**99.00**

Date Printed: 4/5/2022

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 5, 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 (Construction)
Projects # 09085053

Dear Mr. Clark:

Please find attached the Pay Application #1 for work completed between March 14, 2022 and March 31, 2022. The Contractor has begun the installation of watermain on both NW Weigel Drive and NW 36th Street at this time. The Contractor has encountered the large field tile (four) along 36th Street the was anticipated from discussions with the farmer. The Contractor anticipates being completed by the end of April.

Please contact me if you have any questions regarding the information in this submittal, or if you have any other questions or concerns.

Sincerely,

MSA Professional Services, Inc.

Nichole Sungren

Nichole Sungren, P.E.
Project Manager

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $5,198.88 to RedBud Landscaping, LLC for construction services on the 2022 Native Vegetation Maintenance Project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	2022 Native Vegetation Maintenance		
Contractor:	RedBud LLC		
Address:	1208 East 20th Court Des Moines, IA 50317		
Finance Budget Code:	580.3580.4227	***Finance Project #***	580.4227
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	January 3, 2022	***Vendor #***	008509

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: January 4, 2021 Through: March 31, 2022

Contract Summary

Original Contract Amount:	$ 27,195.00			
Net change by Change Orders:	$ 4,630.00			
Contract Amount to Date: (line 1 ± 2)		$ 31,825.00		
Total completed and stored to date:	$ 5,472.50			
Retainage: 5 % of Completed Work:	$ 273.63			
Total Earned less Retainage:		$ 5,198.88		
Less previous applications for payment:		$ -		
SUBTOTAL			$	5,198.88
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	5,198.88
Balance to finish, including retainage:		$ 26,626.13		
Contract Time Remaining (If applicable)	- #			

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

Construction Contractor Approval: RedBud LLC
Firm Name

Signature 3/30/2022
Date

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Ankeny Staff Approval:

Becky Ford
Signature 03/30/2022
Date

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

Date Printed: 3/29/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	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
	SW Magazine Bioswales													
1.1	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	4		4.00	$ 120.00	$ 480.00		$ -		0.00	$ -	4.00	0.00%
1.2	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	900		900.00	$ 6.00	$ 5,400.00		$ -		0.00	$ -	900.00	0.00%
1.3	TRIM AROUND BIOSWALES	Ea.	24		24.00	$ 45.00	$ 1,080.00		$ -		0.00	$ -	24.00	0.00%
1.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	4		4.00	$ 120.00	$ 480.00		$ -		0.00	$ -	4.00	0.00%
	WEST FIRST STREET BIOSWALES													
2.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	3.4		3.40	$ 205.00	$ 697.00	3.40	$ 697.00		3.40	$ 697.00	0.00	100.00%
2.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	$ 120.00	$ 408.00		$ -		0.00	$ -	3.40	0.00%
2.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	3.4		3.40	$ 205.00	$ 697.00		$ -		0.00	$ -	3.40	0.00%
2.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	200		200.00	$ 6.00	$ 1,200.00		$ -		0.00	$ -	200.00	0.00%
2.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	$ 120.00	$ 408.00		$ -		0.00	$ -	3.40	0.00%
2.6	TRIM AROUND BIOSWALES	Ea.	15		15.00	$ 45.00	$ 675.00		$ -		0.00	$ -	15.00	0.00%
	FIRE DEPARTMENT #2 BIOSWALE													
3.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.7		1.70	$ 205.00	$ 348.50	1.70	$ 348.50		1.70	$ 348.50	0.00	100.00%
3.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	$ 120.00	$ 204.00		$ -		0.00	$ -	1.70	0.00%
3.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.7		1.70	$ 205.00	$ 348.50		$ -		0.00	$ -	1.70	0.00%
3.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	100		100.00	$ 6.00	$ 600.00		$ -		0.00	$ -	100.00	0.00%
3.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	$ 120.00	$ 204.00		$ -		0.00	$ -	1.70	0.00%
3.6	TRIM AROUND BIOSWALES	Ea.	3		3.00	$ 45.00	$ 135.00		$ -		0.00	$ -	3.00	0.00%
	NW STATE STREET BIOSWALES													
4.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5.2		5.20	$ 205.00	$ 1,066.00	5.20	$ 1,066.00		5.20	$ 1,066.00	0.00	100.00%
4.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	$ 120.00	$ 624.00		$ -		0.00	$ -	5.20	0.00%
4.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5.2		5.20	$ 205.00	$ 1,066.00		$ -		0.00	$ -	5.20	0.00%
4.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	310		310.00	$ 6.00	$ 1,860.00		$ -		0.00	$ -	310.00	0.00%
4.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	$ 120.00	$ 624.00		$ -		0.00	$ -	5.20	0.00%
4.6	TRIM AROUND BIOSWALES	Ea.	12		12.00	$ 45.00	$ 540.00		$ -		0.00	$ -	12.00	0.00%
	BASINS NORTH OF ASHLAND ELEMENTARY													
5.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	AC.	1.2		1.20	$ 550.00	$ 660.00	1.20	$ 660.00		1.20	$ 660.00	0.00	100.00%
5.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	AC.	1.2		1.20	$ 650.00	$ 780.00		$ -		0.00	$ -	1.20	0.00%
5.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	AC.	1.2		1.20	$ 650.00	$ 780.00		$ -		0.00	$ -	1.20	0.00%
	ART CENTER													
6.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.2		1.20	$ 205.00	$ 246.00	1.20	$ 246.00		1.20	$ 246.00	0.00	100.00%
6.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.2		1.20	$ 205.00	$ 246.00		$ -		0.00	$ -	1.20	0.00%
6.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	$ 120.00	$ 144.00		$ -		0.00	$ -	1.20	0.00%
6.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	$ 120.00	$ 144.00		$ -		0.00	$ -	1.20	0.00%
	ALTERNATE - HORIZON PARK													
7.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5		5.00	$ 205.00	$ 1,025.00	5.00	$ 1,025.00		5.00	$ 1,025.00	0.00	100.00%
7.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5		5.00	$ 205.00	$ 1,025.00		$ -		0.00	$ -	5.00	0.00%
7.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5		5.00	$ 120.00	$ 600.00		$ -		0.00	$ -	5.00	0.00%
7.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5		5.00	$ 120.00	$ 600.00		$ -		0.00	$ -	5.00	0.00%
7.5	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	EA.	120		120.00	$ 6.00	$ 720.00		$ -		0.00	$ -	120.00	0.00%
7.6	TRIM AROUND PLANTING BEDS	Ea.	24		24.00	$ 45.00	$ 1,080.00		$ -		0.00	$ -	24.00	0.00%
	CHANGE ORDER ITEMS													
12.1	Deer Creek - Winter Mow	LS		1.00	1.00	$ 650.00	$ 650.00	1.00	$ 650.00		1.00	$ 650.00	0.00	100.00%
12.2	Deer Creek - Spring Spot Spray	LS		1.00	1.00	$ 325.00	$ 325.00		$ -		0.00	$ -	1.00	0.00%

Date printed: 3/29/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	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
12.3	Deer Creek - Fall Spot Spray	LS		1.00	1.00	$ 325.00	$ 325.00		$ -		0.00	$ -	1.00	0.00%
12.4	PSB - Late Spring Mow	LS		1.00	1.00	$ 250.00	$ 250.00		$ -		0.00	$ -	1.00	0.00%
12.5	PSB - Summer Spot Spray	LS		1.00	1.00	$ 180.00	$ 180.00		$ -		0.00	$ -	1.00	0.00%
12.6	PSB - Fall Spot Spray	LS		1.00	1.00	$ 180.00	$ 180.00		$ -		0.00	$ -	1.00	0.00%
12.7	PSB - Fall Over Seed	LS		1.00	1.00	$ 975.00	$ 975.00		$ -		0.00	$ -	1.00	0.00%
12.8	Summerbrook Park - Winter Mow/Cut	LS		1.00	1.00	$ 225.00	$ 225.00	1.00	$ 225.00		1.00	$ 225.00	0.00	100.00%
12.9	Summerbrook Park - Spring Spot Spray	LS		1.00	1.00	$ 165.00	$ 165.00		$ -		0.00	$ -	1.00	0.00%
12.10	Summerbrook Park - Plants	Ea.		25.00	25.00	$ 6.00	$ 150.00		$ -		0.00	$ -	25.00	0.00%
12.11	Summerbrook Park - Fall Spot Spray	LS		1.00	1.00	$ 165.00	$ 165.00		$ -		0.00	$ -	1.00	0.00%
12.12	Summerbrook Park - Limestone Edger Reset	LS		1.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00		1.00	$ 350.00	0.00	100.00%
12.13	W. First St & Irvinedale Bioswale - Winter Mow	LS		1.00	1.00	$ 205.00	$ 205.00	1.00	$ 205.00		1.00	$ 205.00	0.00	100.00%
12.14	W. First St & Irvinedale Bioswale - Spring Spot Spray	LS		1.00	1.00	$ 65.00	$ 65.00		$ -		0.00	$ -	1.00	0.00%
12.15	W. First St & Irvinedale Bioswale - Spring Mow	LS		1.00	1.00	$ 100.00	$ 100.00		$ -		0.00	$ -	1.00	0.00%
12.16	W. First St & Irvinedale Bioswale - Plants	Ea.		20.00	20.00	$ 6.00	$ 120.00		$ -		0.00	$ -	20.00	0.00%
12.17	W. First St & Irvinedale Bioswale - Fall Spot Spray	LS		1.00	1.00	$ 65.00	$ 65.00		$ -		0.00	$ -	1.00	0.00%
12.18	W. First St & Irvinedale Bioswale - Trim Around	Ea.		3.00	3.00	$ 45.00	$ 135.00		$ -		0.00	$ -	3.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 31,825.00 PAY PERIOD = $ 5,472.50 COMPLETED = $ 5,472.50 17.20%

Date printed: 3/29/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ -

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	$ 4,630.00
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CHANGE ORDER TOTAL = $ 4,630.00

Contract Time Remaining

Contract Completion Date:	May 19, 2023
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Date Printed: 3/29/2022

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

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 $3,883.12 to RedBud Landscaping, LLC for construction services on the SW Des Moines Street - Prairie Trail to Magazine Native Planting 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

city of Ankeny
bringing it all together

Project Title:	SW Des Moines Street - Prairie Trail to Magazine Native Planting		
Contractor:	Redbud Landscaping, LLC		
Address:	1208 E 20th Ct. Des Moines, IA 50317		
Finance Budget Code:	977.3977.4405	***Finance Project #***	126.4405
Vendor Project or Invoice #:	2854	***PO #***	
Original Contract Date:	October 21, 2019	***Vendor #***	8509

Date of Council Meeting: April 18, 2022 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: September 28, 2021 Through: November 22, 2021

Contract Summary

Original Contract Amount:	$ 77,441.00			
Net change by Change Orders:	$ (95.00)			
Contract Amount to Date: (line 1 ± 2)		$ 77,346.00		
Total completed and stored to date:	$ 69,696.00			
Retainage: 5 % of Completed Work:	$ 3,484.80			
Total Earned less Retainage:		$ 66,211.20		
Less previous applications for payment:		$ 62,328.08		
SUBTOTAL			$	3,883.12
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,883.12
Balance to finish, including retainage:		$ 11,134.80		
Contract Time Remaining (If applicable)	- #			

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

Construction Contractor Approval: Redbud Landscaping, LLC (Firm Name)

Signature — Date: 4/8/2022

Engineer / Consultant Approval: Nilles Associates, Inc. (Firm Name)

Signature — Date: 4/8/2022

City of Ankeny Staff Approval:

Signature — Date: 4/11/22

Submit to: Jared Bright - Storm Water Coordinator

E-mail: Jbright@Ankenylowa.gov *Phone:* (515) 963-3534 *Fax:* (515) 963-3537

Date Printed: 4/7/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	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
	SITE WORK AND LANDSCAPING													
9.01	Wattles, Straw 9" (Includes Removal) (CO#2)	LF	200.00	(105.00)	95.00	$ 5.00	$ 475.00	95.00	$ 475.00		95.00	$ 475.00	0.00	100.00%
9.02	Pre-existing Wattles Removal	LF	4,700.00		4,700.00	$ 0.50	$ 2,350.00		$ -	525.00	525.00	$ 262.50	4,175.00	11.17%
9.03	Pre-existing Silt Fence Removal	LF	1,500.00		1,500.00	$ 0.35	$ 525.00		$ -		0.00	$ -	1,500.00	0.00%
9.04	Vegetation Removal, Site Preparation (CO#2)	AC	0.50	0.25	0.75	$ 2,100.00	$ 1,575.00		$ -	0.75	0.75	$ 1,575.00	0.00	100.00%
9.05	Conventional Seeding, Custom Wet Prairie Mix	AC	3.50		3.50	$ 2,400.00	$ 8,400.00		$ -	3.50	3.50	$ 8,400.00	0.00	100.00%
9.06	Conventional Seeding, Custom Mesic Prairie Mix	AC	5.00		5.00	$ 1,700.00	$ 8,500.00		$ -	5.00	5.00	$ 8,500.00	0.00	100.00%
9.07	Erosion Control Mulching, Hydraulic Mulching, BFM (CO#1)	AC	8.50	(4.40)	4.10	$ 3,300.00	$ 13,530.00		$ -	4.10	4.10	$ 13,530.00	0.00	100.00%
9.08	Temporary Rolled Erosion Control Product, Type 3 Extended Term	SY	222.00		222.00	$ 3.00	$ 666.00		$ -	222.00	222.00	$ 666.00	0.00	100.00%
9.09	Planting Maintenance, 10 Acres (CO#3)	TRIP	9.00	(1.00)	8.00	$ 2,600.00	$ 20,800.00		$ -	7.00	7.00	$ 18,200.00	1.00	87.50%
	MISCELLANEOUS													
11.01	Mobilization	LS			1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	1.00	$ 3,500.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Herbicide treatment; mow in tributary and wetland (CO#1)	TRIP		5.00	5.00	$ 850.00	$ 4,250.00	1.00	$ 850.00	2.00	3.00	$ 2,550.00	2.00	60.00%
12.02	Mow temp lawn seeding from curb inward (CO#1)	TRIP		1.00	1.00	$ 550.00	$ 550.00		$ -	1.00	1.00	$ 550.00	0.00	100.00%
12.03	Maintenance herbicide treatment on permanent lawn seeding (CO#1)	TRIP		4.00	4.00	$ 325.00	$ 1,300.00	0.50	$ 162.50	2.00	2.50	$ 812.50	1.50	62.50%
12.04	Rough mow future park area on north half of circle (CO#1)	TRIP		5.00	5.00	$ 985.00	$ 4,925.00		$ -	5.00	5.00	$ 4,925.00	0.00	100.00%
12.05	Maintenance herbicide in future park area on north half of circle (CO#1)	TRIP		4.00	4.00	$ 250.00	$ 1,000.00		$ -	3.00	3.00	$ 750.00	1.00	75.00%
12.06	Conventional Seeding, Type 3 Permanent Warm-Season Mix (CO#1)	AC		1.00	1.00	$ 2,400.00	$ 2,400.00		$ -	1.00	1.00	$ 2,400.00	0.00	100.00%
12.07	Conventional Seeding, Repair Mixture, 1.5 Acres (CO#3)	LS		1.00	1.00	$ 2,600.00	$ 2,600.00	1.00	$ 2,600.00	0.00	1.00	$ 2,600.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 77,346.00 PAY PERIOD = $ 4,087.50 COMPLETED = $ 69,696.00 90.11%

Date printed: 4/7/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 20, 2020	$ 12,207.50
2	July 20, 2020	$ 20,045.00
3	September 8, 2020	$ 3,310.75
4	October 5, 2020	$ 1,622.13
5	November 2, 2020	$ 935.75
6	December 21, 2020	$ 9,619.70
7	October 4, 2021	$ 10,635.25
8	November 1, 2021	$ 3,952.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 62,328.08

Record of Change Orders

No.	Date	Amount
1	September 8, 2020	$ (95.00)
2	December 21, 2020	$ -
3	November 1, 2021	$ -
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CHANGE ORDER TOTAL = $ (95.00)

Contract Time Remaining

Contract Period:	
Original Contract Date:	October 21, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	
Time Used to Date:	
Contract Time Remaining:	

Date Printed: 4/7/2022

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Planning – Landscape Architecture – Surveying

April 7, 2022

Jared Bright
Storm Water Coordinator
City of Ankeny
220 West First Street
Ankeny, IA 50023

RE: SW DES MOINES STREET PRAIRIE TRAIL TO MAGAZINE NATIVE PLANTING
CONSTRUCTION PROGRESS REPORT NO. 9

Jared,

This letter accompanies payment application #9 for the above referenced project. This construction progress report covers work from September 28, 2021 to November 22, 2021.

Redbud performed a repair seeding of a total of 1.5 acres on 11/22/21 in areas along the tributary, on the side slope along the east side of the basin, and in the wetland channel relocation area.

This payment application also includes some items completed at other times throughout the project. The reason these items were not paid before is that they were invoiced before they had been fully completed, and then were not added to the next invoice by Redbud or the payment application by Nilles Associates. These items were checked against Redbud's invoices and the payment applications, and verified by Redbud with dates completed. These include:

- (95 LF) 9.01 Wattles, Straw 9". Redbud did not install wattles, however, they agreed to fill in a small area of erosion, and apply seed and extra erosion control blanket to the area of an equal value. Completed in spring 2021.
- (1 Trip) 12.01 Herbicide Treatment; mow in tributary and wetland. Completed on 8/26/20.
- (0.5 Trip) 12.03 Maintenance herbicide treatment on permanent lawn seeding. Completed on 8/27/21.

Redbud will be checking the tributary for remaining invasive Reed Canary Grass, which they have been mowing and treating with herbicides. The area was mowed last winter and they will be spot applying herbicide this May and June. They have one more maintenance trip on the rest of the seeding areas, which will also occur in May. One final payment application will remain end of June, as well as one change order to remove remaining quantities from items 9.02, 9.03, 12.03, and 12.05.

Please feel free to contact us with any questions.

Sincerely,

Tara Bounds

Tara Bounds
NILLES ASSOCIATES, INC

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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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 $11,578.00 to Reilly Construction Company Inc., for construction 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 #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Company, Inc.
Address: 110 E Main PO BOX 99 Ossian, IA 52161
Finance Budget Code: 970.3970.4451 **Finance Project Code:** 970.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 15, 2020 **Vendor #** 6038

Date of Council Meeting: April 18, 2022 **PAY REQUEST #** 9

PAYMENT PERIOD From: Febuary 1,2022 Through: March31,2022

Contract Summary

Original Contract Amount:	$ 5,156,005.75		
Net change by Change Orders:	$ 38,025.00		
Contract Amount to Date: (line 1 ± 2)		**$ 5,194,030.75**	
Total completed and stored to date:	$ 2,791,687.05		
Retainage: 0% of Completed Work:	$ 30,000.00	($30,000.00 max)	
Total Earned less Retainage:		$ 2,761,687.05	
Less previous applications for payment:		$ 2,750,109.05	
SUBTOTAL			$ 11,578.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 11,578.00

Balance to finish, including retainage: $ 2,432,343.70

Contract Time Remaining (If applicable): 0 of 145 Working Days (2021 Construction)

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: Reilly Construction Company, Inc.
Firm Name

Jared Blodgett — Digitally signed by Jared Blodgett DN: C=US, E=jblodgett@reilly-construction.com, O=Reilly Construction, CN=Jared Blodgett Date: 2022.04.08 14:40:12-05'00' — 4-8-22
Signature — Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC
Firm Name

Bradley D. Hopkey — Digitally signed by Bradley D. Hopkey DN: C=US, E=bradley.hopkey@foth.com, O="Foth Infrastructure & Environment, LLC", OU=Infrastructure Division, CN=Bradley D. Hopkey Reason: I am approving this document Date: 2022.04.08 14:49:51-05'00' — 4/8/2022
Signature — Date

City of Ankeny Staff Approval: Adam L. Lust — 04/08/22
Signature — Date

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

Date Printed: 4/7/2022

City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

PAY APPLICATION 9

Contractor: Reilly Construction Company, Inc.
110 E Main
PO BOX 99
Ossian, IA 52161

0

Division 1: STBG-SWAP-0187(643)--SG-77

Division 2 CS-TSF-0187(645)--85-77

Project Title:	West First St Widening & Improvements - Phase 1	
Project Number:	STBG-SWAP-0187(643)--SG-77 CS-TSF-0187(645)--85-77	
Purchase Order Number:		
Contract Date:		12/15/2020
Original Contract Amount:		$5,156,005.75
Notice to Proceed Date:		
Estimated Completion Date:		9/24/2022
Pay Period:	1/31/2022	to 3/31/2022
Pay Application Number:		9
Date:		3/24/2022
Contract ID:		77-0187-643

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
1	2101-0850002	CLEARING AND GRUBBING	UNIT	628.0		$55.00	$34,540.00	$0.00	618.2	0.0	$34,001.00	$0.00	$34,001.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	508.0		$15.00	$7,620.00	$0.00	70.0	0.0	$1,050.00	$0.00	$1,050.00
3	2102-2170090	EXCAVATION, CLASS 10, WASTE	CY	7512.0		$15.00	$112,680.00	$0.00	5458.0	0.0	$81,870.00	$0.00	$81,870.00
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		$30.00	$39,330.00	$0.00	627.0	0.0	$18,810.00	$0.00	$18,810.00
5	2115-0100000	MODIFIED SUBBASE	CY	3,654	565	$50.00	$182,700.00	$28,250.00	2128.7	0.0	$106,435.50	$0.00	$106,435.50
6	2123-7450020	SHOULDER FIISHING, EARTH	STA	134.00		$125.00	$16,750.00	$0.00	69.00	0.00	$8,625.00	$0.00	$8,625.00
7	2213-6745500	REMOVAL OF CURB	STA	20.80		$600.00	$12,480.00	$0.00	18.25	0.00	$10,950.00	$0.00	$10,950.00
8	2301-1033070	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		$61.00	$82,655.00	$0.00	1274.9	0.0	$77,770.12	$0.00	$77,770.12
9	2301-1033080	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		$61.00	$202,337.00	$0.00	1186.2	0.0	$72,357.59	$0.00	$72,357.59
10	2301-1033090	STANDARD/SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,390.0	$58.00	$786,480.00	$196,620.00	6888.5	0.0	$399,531.84	$0.00	$399,531.84
11	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		$2,500.00	$2,500.00	$0.00	0.02	0.00	$50.00	$0.00	$50.00
12	2301-7000110	PAY ADJ I/D-PCC PAVT THICKNESS	EACH	16,950.0		$1.00	$16,950.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00
13	2304-0101000	TEMPORARY PAVEMENT	SY	3,401.0		$45.00	$153,045.00	$0.00	3308.9	0.0	$148,900.50	$0.00	$148,900.50
14	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		$35.00	$13,475.00	$0.00	39.5	0.0	$1,382.50	$0.00	$1,382.50
15	2401-6745354	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		$750.00	$6,000.00	$0.00	8	0	$6,000.00	$0.00	$6,000.00
16	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		$2,500.00	$2,500.00	$0.00	0	0	$0.00	$0.00	$0.00
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		$5,500.00	$22,000.00	$0.00	4	0	$22,000.00	$0.00	$22,000.00
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		$7,500.00	$22,500.00	$0.00	3	0	$22,500.00	$0.00	$22,500.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		$9,500.00	$38,000.00	$0.00	3	0	$28,500.00	$0.00	$28,500.00
20	2435-0140196	MANHOLE, STORM SEWER, SW-401, 96 IN	EACH	1		$14,500.00	$14,500.00	$0.00	1	0	$14,500.00	$0.00	$14,500.00
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		$17,400.00	$17,400.00	$0.00	1	0	$17,400.00	$0.00	$17,400.00
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		$25,000.00	$25,000.00	$0.00	1	0	$25,000.00	$0.00	$25,000.00

BID ITEMS													
Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
23	2435-0250100	INTAKE, SW-501	EACH	8		$3,800.00	$30,400.00	$0.00	4	0	$15,200.00	$0.00	$15,200.00
24	2435-0250310	INTAKE, SW-503 MODIFIED 1	EACH	6		$7,500.00	$45,000.00	$0.00	3	0	$22,500.00	$0.00	$22,500.00
25	2435-0250310	INTAKE, SW-503 MODIFIED 2	EACH	1		$12,200.00	$12,200.00	$0.00	1	0	$12,200.00	$0.00	$12,200.00
26	2435-0250500	INTAKE, SW-505	EACH	4		$6,000.00	$24,000.00	$0.00	4	0	$24,000.00	$0.00	$24,000.00
27	2435-0250600	INTAKE, SW-506	EACH	4		$9,600.00	$38,400.00	$0.00	4	0	$38,400.00	$0.00	$38,400.00
28	2435-0250610	INTAKE, SW-506 MODIFIED 1	EACH	5		$11,000.00	$55,000.00	$0.00	3	0	$33,000.00	$0.00	$33,000.00
29	2435-0250610	INTAKE, SW-506 MODIFIED 2	EACH	8		$18,500.00	$148,000.00	$0.00	4	0	$74,000.00	$0.00	$74,000.00
30	2435-0251100	INTAKE, SW-511	EACH	2		$4,500.00	$9,000.00	$0.00	2	0	$9,000.00	$0.00	$9,000.00
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27		$1,800.00	$48,600.00	$0.00	7	0	$12,600.00	$0.00	$12,600.00
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	9		$2,500.00	$22,500.00	$0.00	2	0	$5,000.00	$0.00	$5,000.00
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6		$2,200.00	$13,200.00	$0.00	1	0	$2,200.00	$0.00	$2,200.00
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3		$2,900.00	$8,700.00	$0.00	3	0	$8,700.00	$0.00	$8,700.00
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2		$2,500.00	$5,000.00	$0.00	1	0	$2,500.00	$0.00	$2,500.00
36	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	56.0		$135.00	$7,560.00	$0.00	36.0	0.0	$4,860.00	$0.00	$4,860.00
37	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	502.0		$130.00	$65,260.00	$0.00	268.0	0.0	$34,840.00	$0.00	$34,840.00
38	2503-0114218	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	141.0		$160.00	$22,560.00	$0.00	132.0	0.0	$21,120.00	$0.00	$21,120.00
39	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	247.0		$165.00	$40,755.00	$0.00	159.0	0.0	$26,235.00	$0.00	$26,235.00
40	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	459.0		$135.00	$61,965.00	$0.00	459.0	0.0	$61,965.00	$0.00	$61,965.00
41	2503-0114236	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	464.0		$170.00	$78,880.00	$0.00	464.0	0.0	$78,880.00	$0.00	$78,880.00
42	2503-0114242	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0		$185.00	$59,755.00	$0.00	329.0	0.0	$60,865.00	$0.00	$60,865.00
43	2503-0114248	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 48"	LF	642.0		$215.00	$138,030.00	$0.00	642.0	0.0	$138,030.00	$0.00	$138,030.00
44	2503-0200036	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	1,576		$40.00	$63,040.00	$0.00	1642	0	$65,660.00	$0.00	$65,660.00
45	2503-0200341	STORM SEWER ABONDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358		$35.00	$82,530.00	$0.00	51	0	$1,785.00	$0.00	$1,785.00
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		$75.00	$10,500.00	$0.00	178.0	0.0	$13,350.00	$0.00	$13,350.00
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556		$70.00	$38,920.00	$0.00	126	0	$8,820.00	$0.00	$8,820.00
48	2504-0200406	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170		$75.00	$12,750.00	$0.00	320	0	$24,000.00	$0.00	$24,000.00
49	2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	195		$35.00	$6,825.00	$0.00	265	0	$9,275.00	$0.00	$9,275.00
50	2504-0240236	SANITARY SEWER ABONDONMENT, FILL & PLUG, LESS THAN TO EQUAL TO 36 IN	LF	672		$15.00	$10,080.00	$0.00	0	0	$0.00	$0.00	$0.00
51	2510-6745850	REMOVAL OF PAVEMENT	SY	20126.0		$2.00	$40,252.00	$0.00	8408.8	0.0	$16,817.68	$0.00	$16,817.68
52	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	45.0		$1,250.00	$56,250.00	$0.00	34.0	0.0	$42,500.00	$0.00	$42,500.00
53	2511-6745900	REMOVAL OF SIDEWALK	SY	4446.0		$3.00	$13,338.00	$0.00	1994.9	0.0	$5,984.64	$0.00	$5,984.64
54	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	286.0	$37.00	$42,402.00	$10,582.00	1075.1	0.0	$39,778.70	$0.00	$39,778.70
55	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	$40.00	$80,200.00	$20,000.00	212.5	0.0	$8,500.00	$0.00	$8,500.00
56	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	99.0	$44.00	$17,336.00	$4,356.00	322.6	0.0	$14,192.20	$0.00	$14,192.20
57	2511-7528101	DETECTABLE WARNINGS	SF	452	113	$46.00	$20,792.00	$5,198.00	252	0	$11,592.00	$0.00	$11,592.00
58	2512-1750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		$36.00	$5,328.00	$0.00	32.0	0.0	$1,152.00	$0.00	$1,152.00
59	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	80.0	$44.00	$14,168.00	$3,520.00	424.5	0.0	$18,678.00	$0.00	$18,678.00
60	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	$47.00	$79,618.00	$19,928.00	693.7	0.0	$32,603.90	$0.00	$32,603.90
61	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	2,904.0		$3.00	$8,712.00	$0.00	1023.6	0.0	$3,070.80	$0.00	$3,070.80
62	2516-8625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	79.0		$450.00	$35,550.00	$0.00	53.1	0.0	$23,895.00	$0.00	$23,895.00
63	2519-1002048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	88.0		$50.00	$4,400.00	$0.00	88.0	0.0	$4,400.00	$0.00	$4,400.00
64	2519-4200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0		$24.00	$2,736.00	$0.00	125.0	0.0	$3,000.00	$0.00	$3,000.00
65	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52		$250.00	$13,000.00	$0.00	0	0	$0.00	$0.00	$0.00
66	2524-6765110	REMOVAL OF TYPE A SIGN	EACH	1		$200.00	$200.00	$0.00	0	0	$0.00	$0.00	$0.00
67	2524-9275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4IN	LF	352.0		$15.00	$5,280.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
68	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		$50.00	$650.00	$0.00	0	0	$0.00	$0.00	$0.00
69	2525-0000100	TRAFFIC SIGNALIZATION	LS		1.00	$315,000.00	$0.00	$315,000.00	0.00	0.08	$0.00	$24,885.00	$24,885.00
70	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.60		$40.00	$5,744.00	$0.00	131.31	0.00	$5,252.40	$0.00	$5,252.40
71	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	$80.00	$8,488.00	$2,120.00	17.21	0.00	$1,376.80	$0.00	$1,376.80
72	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		$120.00	$12,516.00	$0.00	17.47	0.00	$2,096.40	$0.00	$2,096.40
73	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		$80.00	$720.00	$0.00	20	0	$1,600.00	$0.00	$1,600.00
74	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	$130.00	$1,820.00	$1,560.00	3	0	$390.00	$0.00	$390.00
75	2527-9263152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		$250.00	$2,000.00	$0.00	0	0	$0.00	$0.00	$0.00
76	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	158.00		$30.00	$4,740.00	$0.00	54.70	0.00	$1,641.00	$0.00	$1,641.00
77	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EACH	14		$100.00	$1,400.00	$0.00	0	0	$0.00	$0.00	$0.00
78	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	26.5	$41.00	$4,350.10	$1,086.50	17.21	0.00	$705.61	$0.00	$705.61
79	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	$100.00	$1,400.00	$1,200.00	3	0	$300.00	$0.00	$300.00
80	2528-2518000	SAFETY CLOSURE	EACH	44		$200.00	$8,800.00	$0.00	25	0	$5,000.00	$0.00	$5,000.00
81	2528-5160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 16, 2021	LS	1.00		$60,000.00	$60,000.00	$0.00	1.00	0.00	$60,000.00	$0.00	$60,000.00
82	2528-5160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 202	LS	1.00		$50,000.00	$50,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
83	2528-8445110	TRAFFIC CONTROL	LS	1.00		$59,550.00	$59,550.00	$0.00	0.50	0.00	$29,775.00	$0.00	$29,775.00
84	2528-8445113	FLAGGERS	EACH	100.0		$605.00	$60,500.00	$0.00	6.0	0.0	$3,630.00	$0.00	$3,630.00
85	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		$12.00	$18,132.00	$0.00	348	0	$4,176.00	$0.00	$4,176.00
86	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70		$100.00	$7,000.00	$0.00	13	0	$1,300.00	$0.00	$1,300.00
87	2533-4980005	MOBILIZATION	LS	1.00		$85,000.00	$85,000.00	$0.00	1.00	0.00	$85,000.00	$0.00	$85,000.00
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		$150.00	$15,300.00	$0.00	58	0	$8,700.00	$0.00	$8,700.00
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		$90.00	$78,120.00	$0.00	733	0	$65,970.00	$0.00	$65,970.00
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		$15.00	$14,130.00	$0.00	1707	0	$25,605.00	$0.00	$25,605.00
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	495		$35.00	$17,325.00	$0.00	664	0	$23,236.50	$0.00	$23,236.50
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		$100.00	$1,800.00	$0.00	0	0	$0.00	$0.00	$0.00
93	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		$300.00	$3,900.00	$0.00	16	0	$4,800.00	$0.00	$4,800.00
94	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		$600.00	$600.00	$0.00	0	0	$0.00	$0.00	$0.00
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		$300.00	$3,900.00	$0.00	16	0	$4,800.00	$0.00	$4,800.00
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		$700.00	$700.00	$0.00	0	0	$0.00	$0.00	$0.00
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		$1,100.00	$6,600.00	$0.00	5	0	$5,500.00	$0.00	$5,500.00
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		$1,700.00	$1,700.00	$0.00	2	0	$3,400.00	$0.00	$3,400.00
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		$2,800.00	$2,800.00	$0.00	0	0	$0.00	$0.00	$0.00
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		$5,000.00	$30,000.00	$0.00	0	0	$0.00	$0.00	$0.00
101	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	11		$6,400.00	$70,400.00	$0.00	8	0	$51,200.00	$0.00	$51,200.00
102	2554-0212030	VALVE BOX REPLACEMENT	EACH	22		$700.00	$15,400.00	$0.00	0	0	$0.00	$0.00	$0.00
103	2555-0000010	DELIVER AND STOCKPILE SALVEGED MATERIALS	LS	1.00		$2,500.00	$2,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
104	2559-9999005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		$1,200.00	$7,200.00	$0.00	3	0	$3,600.00	$0.00	$3,600.00
105	2559-9999005	ROCK INLET FILTER	EACH	41		$250.00	$10,250.00	$0.00	0	0	$0.00	$0.00	$0.00
106	2599-9999005	SUBDRAIN CLEANOUT, PER PLAN	EACH	26		$1,500.00	$39,000.00	$0.00	12	0	$18,000.00	$0.00	$18,000.00
107	2599-9999005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	97		$300.00	$29,100.00	$0.00	56	0	$16,800.00	$0.00	$16,800.00
108	2599-9999005	WATER SERVICE STUB, TEMPORARY	EACH	14		$1,800.00	$25,200.00	$0.00	2	0	$3,600.00	$0.00	$3,600.00
109	2599-9999009	HANDRAIL	LF	15.0		$200.00	$3,000.00	$0.00	15.0	0.0	$3,000.00	$0.00	$3,000.00
110	2599-9999009	REMOVE WATER MAIN	LF	464.0		$30.00	$13,920.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00
111	2599-9999009	STORM SEWER SERVICE STUB	LF	278.0		$50.00	$13,900.00	$0.00	206.0	0.0	$10,300.00	$0.00	$10,300.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
112	2599-9999009	SUBDRAIN, CORRUGATED PVC, TYPE 2, 8 IN	LF	6,439.0		$20.00	$128,780.00	$0.00	3248.5	0.0	$64,970.00	$0.00	$64,970.00
113	2599-9999009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		$25.00	$3,850.00	$0.00	0.0	0.0	$0.00	$0.00	$0.00
114	2599-9999010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		$60,000.00	$60,000.00	$0.00	0.17	0.00	$10,200.00	$0.00	$10,200.00
115	2599-9999010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		$17,500.00	$17,500.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
116	2599-9999010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		$1,000.00	$1,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
117	2599-9999010	WATER SERVICE WITH BLOWOFF	LS	1.00		$4,000.00	$4,000.00	$0.00	0.00	0.00	$0.00	$0.00	$0.00
118	2599-9999014	COMBINED CONCRETE STEPS AND RETAINING WALL	SF	85		$150.00	$12,750.00	$0.00	85	0	$12,750.00	$0.00	$12,750.00
119	2599-9999014	DETECTABLE WARNINGS, TEMPORARY SIDEWALKS	SF	78		$46.00	$3,588.00	$0.00	78	0	$3,588.00	$0.00	$3,588.00
120	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 6 IN	SY	14702.0	3390.0	$1.50	$22,053.00	$5,085.00	9372.4	0.0	$14,058.60	$0.00	$14,058.60
121	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		$2.75	$15,380.75	$0.00	3113.8	0.0	$8,562.87	$0.00	$8,562.87
122	2599-9999018	TEMORARY GRANULAR SIDEWALK	SY	375.0		$20.00	$7,500.00	$0.00	106.7	0.0	$2,133.60	$0.00	$2,133.60
123	2601-2633100	MOWING	ACRE	5.0		$125.00	$625.00	$0.00	1.0	0.0	$125.00	$0.00	$125.00
124	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	8.0		$2,285.00	$18,280.00	$0.00	2.2	0.0	$5,095.55	$0.00	$5,095.55
125	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		$1,580.00	$2,370.00	$0.00	0.2	0.0	$316.00	$0.00	$316.00
126	2601-2642120	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		$550.00	$2,750.00	$0.00	1.8	0.0	$1,006.50	$0.00	$1,006.50
127	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN DIA.	LF	7152.0		$1.95	$13,946.40	$0.00	615.0	0.0	$1,199.25	$0.00	$1,199.25
128	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		$0.25	$1,788.00	$0.00	132.0	0.0	$33.00	$0.00	$33.00
129	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		$95.00	$5,890.00	$0.00	33	0	$3,135.00	$0.00	$3,135.00
130	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		$20.00	$1,240.00	$0.00	0	0	$0.00	$0.00	$0.00
131	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		$20.00	$1,240.00	$0.00	33	0	$660.00	$0.00	$660.00
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		$500.00	$7,000.00	$0.00	7	0	$3,500.00	$0.00	$3,500.00
CHANGE ORDER 1													
8001	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		$111.00	$15,318.00	$0.00	121.0	0	$13,431.00	$0.00	$13,431.00
8002	2599-9999010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		$2,000.00	$2,000.00	$0.00	1.0	0	$2,000.00	$0.00	$2,000.00
CHANGE ORDER 2													
8003	2559-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		$665.00	$1,330.00	$0.00	2.0	0	$1,330.00	$0.00	$1,330.00
8004	2599-9999010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		$1,800.00	$1,800.00	$0.00	1.0	0	$1,800.00	$0.00	$1,800.00
8005	2559-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		$662.00	$1,324.00	$0.00	2.0	0	$1,324.00	$0.00	$1,324.00
8006	2599-9999010	RELOCATE EXISTING WATER SERVICE	LS	1.0		$1,800.00	$1,800.00	$0.00	1.0	0	$1,800.00	$0.00	$1,800.00
8007	2559-9999005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		$1,463.00	$1,463.00	$0.00	1.0	0	$1,463.00	$0.00	$1,463.00
8008	2599-9999009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		$52.00	$1,092.00	$0.00	21.0	0	$1,092.00	$0.00	$1,092.00
8009	2599-9999014	SPECIAL BACKFILL FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		$5.00	$320.00	$0.00	64.0	0	$320.00	$0.00	$320.00
CHANGE ORDER 3													
8010	2559-9999010	ROOF DRAIN CONNECTIONS TO SUBDRAIN	LS	1.0		$2,830.00	$2,830.00	$0.00	0.0	0	$2,830.00	$0.00	$2,830.00
8011	2559-9999010	REMOVAL OF TAPPING SLEEVE AND VALVE	LS	1.0		$8,248.00	$8,248.00	$0.00	0.0	0	$8,248.00	$0.00	$8,248.00
8012	2599-9999010	REMOVAL AND RE-INSTALLATION OF HANDRAIL	LS	1.0		$500.00	$500.00	$0.00	0.0	0	$500.00	$0.00	$500.00
						SUBTOTAL	$4,579,525.25	$614,505.50			$2,751,010.05	$24,885.00	$2,775,895.05

MATERIALS STORED SUMMARY

Description	# of Units		Total Units	Unit Price	Div. 1 Ext. Cost	Div. 2 Ext. Cost	Total Cost
	Div. 1	Div. 2					
CTI - Winter 2021 Steel Storage	1		1	$15,792.00	$15,792.00		$15,792.00
							$0.00
							$0.00
							$0.00
				SUBTOTAL	$15,792.00	$0.00	$15,792.00

PAY REQUEST SUMMARY

		Total Approved	Total Completed
Contract Price		$5,156,005.75	$2,775,895.05
Approved Change Order 1		$17,318.00	
Approved Change Order 2		$9,129.00	
Approved Change Order 3		$11,578.00	
Approved Change Order 4		$0.00	
Approved Change Order 5		$0.00	
Approved Change Order 6		$0.00	
Revised Contract Price		$5,194,030.75	$2,775,895.05
Materials Stored			$15,792.00
Retainage			$30,000.00
Total Earned Less Retainage			$2,761,687.05
Total Previously Approved (list each)	Pay Request 1	$227,434.02	
	Pay Request 2	$147,190.27	
	Pay Request 3	$462,838.08	
	Pay Request 4	$502,416.35	
	Pay Request 5	$362,376.18	
	Pay Request 6	$739,745.36	
	Pay Request 7	$258,008.19	
	Pay Request 8	$50,100.60	
	Pay Request 9		
	Pay Request 10		
Total Previously Approved			$2,750,109.05
Amount Due This Request			**$11,578.00**
Percent Complete			53.4%
Percent of Contract Period Utilized (2021 Working Days)			100.0%

The amount **$11,578.00** is recommended for approval for payment in accordance with the terms of the Contract.

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Finance

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the April 18, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

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
APRIL 18, 2022

Fund		PAYMENTS
100	General Fund	$ 277,812.99
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	66,355.75
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	3,118.50
300	Debt Service Fund	-
430	Library Foundation Fund	4,585.77
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	84,766.99
510	Water Fund	744,146.03
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	534,646.69
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	14,415.10
590	Golf Course Fund	17,637.77
600-699	Enterprise Project Funds	636,390.50
710	Revolving Fund	51,692.23
720	Risk Management Fund	3,003.50
730	Health Insurance Fund	74.67
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	678,528.09
	Sub Total	$ 3,117,174.58
	Payroll Totals	1,182,883.16
	Service Transfers/ACH Drafts	(180,028.28)
	Agenda Payments Approved Separately	(1,035,615.43)
	Grand Total	$ 3,084,414.03

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones 4/14/22

City Manager Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	4/18/2022			236278		

* * 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:	1	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK:	TOTALS:	1	0.00	0.00	0.00
BANK:	TOTALS:	1	0.00	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002226		A-TEC RECYCLING INC							
	I-100	PRINTS - OC MAINT	E	4/20/2022	81.00		004648		81.00
					*** VENDOR TOTALS ***		1 CHECKS		81.00
008578		ACCESS TECHNOLOGIES INC							
	I-INV1162187	2/28/22-3/30/22 STATEMENT	R	4/18/2022	1,951.77		236208		1,951.77
					*** VENDOR TOTALS ***		1 CHECKS		1,951.77
000164		G & S HARDWARE INC							
	I-207746/2	DUSTER - STREETS	R	4/18/2022	7.99		236209		
	I-207768/2	KEYS - MU	R	4/18/2022	30.73		236209		38.72
					*** VENDOR TOTALS ***		1 CHECKS		38.72
005541		ACUSHNET COMPANY							
	C-912862159	CR: UMBRELLAS OC	R	4/18/2022	82.50CR		236210		
	I-912743343	STOCK MERCH FOR RESALE -OC	R	4/18/2022	332.50		236210		
	I-912861229	STOCK MERCH FOR RESALE-OC	R	4/18/2022	687.96		236210		
	I-912886714	STOCK MERCH FOR RESALE-OC	R	4/18/2022	941.94		236210		
	I-912897511	STOCK MERCH FOR RESALE-OC	R	4/18/2022	60.88		236210		
	I-912923309	STOCK MERCH FOR RESALE-OC	R	4/18/2022	1,074.57		236210		3,015.35
					*** VENDOR TOTALS ***		1 CHECKS		3,015.35
000026		AHLERS & COONEY PC							
	I-820611	SVCS 3/19/22 NW 36TH NW STATE	E	4/20/2022	1,900.00		004621		
	I-820612	SVCS 3/19/22 NW 36TH NW WGL DR	E	4/20/2022	1,900.00		004621		
	I-820613	SVCS 3/19/22 WELL PMP CTRL BLD	E	4/20/2022	1,900.00		004621		
	I-820614	SVCS 3/19/22 SE DELWRE HMA WDN	E	4/20/2022	1,900.00		004621		
	I-820615	SVCS 3/19/22 N ANK BLVD FIBER	E	4/20/2022	1,900.00		004621		
	I-820616	SVCS 3/19/22 22 PCC-PEACHTREE	E	4/20/2022	1,900.00		004621		
	I-820617	SVCS 3/19/22 22 PCC-SWSTATE ST	E	4/20/2022	1,900.00		004621		
	I-820618	SVCS 3/19/22 FOUR MILE DR RCB	E	4/20/2022	1,900.00		004621		15,200.00
					*** VENDOR TOTALS ***		1 CHECKS		15,200.00
009981		ALL CITY MANAGEMENT SERVICES,							
	I-76533	3/13-3/26/22 CROSSING GUARDS	E	4/20/2022	2,664.43		004687		2,664.43
					*** VENDOR TOTALS ***		1 CHECKS		2,664.43
009262		AMAZON CAPITAL SERVICES INC							
	I-14YG-YWMF-TPYY	HAND SANITIZER - PD	E	4/20/2022	83.96		004683		
	I-164X-NTLP-7TQF	UMBRELLA STAND-OC	E	4/20/2022	29.98		004683		
	I-17Q6-4XJF-4N4Y	RUBBER SPRAY/MULTI CTNG-AC	E	4/20/2022	98.10		004683		
	I-1FD6-D1NV-3LQ7	RAZOR/SCISSORS/TAPE - PD	E	4/20/2022	56.62		004683		
	I-1GYT-JPP7-RKLM	CHILD FACE SHIELDS -AC	E	4/20/2022	58.00		004683		
	I-1HLV-NWMF-69XM	UPS BATTERY - BUDGET ANALYST	E	4/20/2022	116.58		004683		
	I-1LPL-P6VG-KHTW	CIVIL ENGINEER PC PARTS/UPS-IT	E	4/20/2022	565.58		004683		
	I-1MKM-9JXJ-6FY3	BATTERY - PD	E	4/20/2022	99.99		004683		
	I-1QPM-X39G-MTC6	COAT RACK - TRAFFIC	E	4/20/2022	34.98		004683		
	I-1RFR-LPKR-DCLD	BRUSH/RAIN GAUGE - MU	E	4/20/2022	51.69		004683		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1XC7-FVKM-3NLY	KIRBY BELT - OC	E	4/20/2022	12.99		004683		
	I-1YGP-VFMN-THD6	HARDRIVE/FLASHDRIVES - PD	E	4/20/2022	289.15		004683		1,497.62
					*** VENDOR TOTALS ***		1 CHECKS		1,497.62
010761		AMAZON.COM CORPORATE CREDIT							
	I-433663543675	MISC BOOKS - KL	E	4/20/2022	61.63		004692		
	I-435364744869	MULTIMEDIA - KL	E	4/20/2022	49.92		004692		
	I-437993478486	MULTIMEDIA - KL	E	4/20/2022	79.84		004692		
	I-438373648443	MISC MULTIMEDIA - KL	E	4/20/2022	216.90		004692		
	I-439848758578	LEARNING RESOURCES STEM-KL	E	4/20/2022	36.99		004692		
	I-443388433765	CRDSTOCK/TISSUE/MVELND-KL	E	4/20/2022	63.76		004692		
	I-443756568673	SPARTAN INDUSTRIAL 10X12-KL	E	4/20/2022	269.40		004692		
	I-446334633747	BUBBLE MACHINE - KL	E	4/20/2022	35.59		004692		
	I-446377964956	MULTIMEDIA - KL	E	4/20/2022	11.97		004692		
	I-454556435995	MULTIMEDIA - KL	E	4/20/2022	29.01		004692		
	I-464573443398	PIZZA STICKERS - KL	E	4/20/2022	131.89		004692		
	I-467954337858	16PK STRONG NEODYMIUM BAR-KL	E	4/20/2022	25.98		004692		
	I-469838834768	MULTIMEDIA - KL	E	4/20/2022	14.32		004692		
	I-539968679944	MULTIMEDIA - KL	E	4/20/2022	15.32		004692		
	I-555749469939	HENDUN POOL GATE ALARM-KL	E	4/20/2022	38.99		004692		
	I-563679984935	LEARNING RESOURCES GEOME-KL	E	4/20/2022	30.98		004692		
	I-583536339578	OREO/CHIPS AHOY PACK-KL	E	4/20/2022	18.68		004692		
	I-639665768476	MULTIMEDIA - KL	E	4/20/2022	19.99		004692		
	I-643474697885	MULTIMEDIA - KL	E	4/20/2022	41.97		004692		
	I-645354795686	MULTIMEDIA - KL	E	4/20/2022	99.78		004692		
	I-687996339753	MULTIMEDIA - KL	E	4/20/2022	84.87		004692		
	I-735555384764	MULTIMEDIA - KL	E	4/20/2022	29.99		004692		
	I-735648555355	SNACKS - KL	E	4/20/2022	16.29		004692		
	I-765579975499	BUBBLES - KL	E	4/20/2022	31.68		004692		
	I-775468677458	MULTIMEDIA - KL	E	4/20/2022	40.98		004692		
	I-796377694955	MOXIE/FASTPTCH/WINK-KL	E	4/20/2022	489.80		004692		
	I-867346833687	MULTIMEDIA - KL	E	4/20/2022	93.23		004692		
	I-887636384348	MISC BOOKS -KL	E	4/20/2022	49.17		004692		
	I-995384669356	SNACKS - KL	E	4/20/2022	73.72		004692		
	I-997883684397	MISC BOOKS - KL	E	4/20/2022	121.31		004692		2,323.95
					*** VENDOR TOTALS ***		1 CHECKS		2,323.95
011402		AMERICAN FAMILY INSURANCE COMP							
	I-AFD16610	AMBULANCE REFUND	R	4/18/2022	7.00		236211		7.00
					*** VENDOR TOTALS ***		1 CHECKS		7.00
000893		AMERIGROUP							
	I-AFD23129	AMBULANCE REFUND	R	4/18/2022	1,222.19		236212		1,222.19
					*** VENDOR TOTALS ***		1 CHECKS		1,222.19

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008687		ANKENY AMERICAN LEGION POST 42							
	I-191-WMR-22	FLAGS - PKS	R	4/18/2022	496.35		236213		496.35
					*** VENDOR TOTALS ***		1 CHECKS		496.35
000043		ANKENY COMMUNITY SCHOOLS							
	I-FY22 #10 APRIL GYM	APRIL 2022 GYM USE PAYMENT	R	4/18/2022	5,700.00		236214		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
000012		MILLENNIUM II CORPORATION							
	C-1049750	CR: KEYS	R	4/18/2022	12.00CR		236215		
	I-1046288	HILLMAN - PRSC	R	4/18/2022	1.44		236215		
	I-1047226	SPRAY PAINT - MU	R	4/18/2022	47.78		236215		
	I-1047607	SPRNG SNAP - MU	R	4/18/2022	4.04		236215		
	I-1048399	UNIT #609 HILLMAN	R	4/18/2022	5.58		236215		
	I-1048451	KEY/HILLMAN -PKS	R	4/18/2022	15.78		236215		
	I-1049190	BATTERIES - PKS	R	4/18/2022	19.29		236215		
	I-1049224	KEY - MIRACLE LEAGUE PKS	R	4/18/2022	21.60		236215		
	I-1049612	COUPLING -PKS	R	4/18/2022	2.28		236215		
	I-1049739	KEY/GRAPHITE - PKS	R	4/18/2022	14.60		236215		
	I-1049894	STIHL REPAIRS/PARTS - PRSC	R	4/18/2022	61.09		236215		181.48
					*** VENDOR TOTALS ***		1 CHECKS		181.48
004201		TSJM TOWING SERVICE LLC							
	I-3/30/2022	IMPOUND/STORAGE-PD	R	4/18/2022	175.00		236216		175.00
					*** VENDOR TOTALS ***		1 CHECKS		175.00
001270		ANKENY VOLLEYBALL ASSOCIATION							
	I-04/2022MAD HATTERS	04/2022 MAD HATTERS EVENT	R	4/18/2022	884.00		236217		884.00
					*** VENDOR TOTALS ***		1 CHECKS		884.00
007935		CHAD ARMSTRONG							
	I-03/2022 RENEWAL	03/2022 PARAMEDIC RENEWAL	R	4/18/2022	25.00		236218		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
000057		ARNOLD MOTOR SUPPLY							
	I-15NV116878	UNIT #122 PRIMARY WIRE	R	4/18/2022	8.09		236219		
	I-15NV117512	SPARK PLUGS - OC	R	4/18/2022	2.82		236219		
	I-15NV117747	FUEL FILTER - OC	R	4/18/2022	10.32		236219		
	I-15NV118025	DEGREASING SOLUTION - CG	R	4/18/2022	152.47		236219		
	I-15NV118048	UNIT #873 SPARK PLUG OC	R	4/18/2022	7.60		236219		
	I-15NV118072	MINI LAMP -PRSC	R	4/18/2022	2.08		236219		183.38
					*** VENDOR TOTALS ***		1 CHECKS		183.38

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010069		AMANDA ARTHUR-STRUSS							
	I-04/21/22 CLASS	04/21/22 WATERCOLOR CLASS	R	4/18/2022	200.00		236220		
	I-04/28/22 CLASS	04/28/22 WATERCOLOR CLASS	R	4/18/2022	200.00		236220		400.00
					*** VENDOR TOTALS ***		1 CHECKS		400.00
004068		ASPEN EQUIPMENT CO							
	I-40042941	CYLINDER REPAIR - PW	E	4/20/2022	220.35		004659		220.35
					*** VENDOR TOTALS ***		1 CHECKS		220.35
008024		AUREON COMMUNICATIONS LLC							
	I-04/2022	04/01/22-04/30/22 STATEMENT	E	4/20/2022	962.80		004677		962.80
					*** VENDOR TOTALS ***		1 CHECKS		962.80
000061		AUTO INDUSTRIAL MACHINE							
	I-1000	DRILL AND TAP SS BOLT-PKS	R	4/18/2022	20.00		236221		20.00
					*** VENDOR TOTALS ***		1 CHECKS		20.00
000067		BAKER & TAYLOR INC							
	I-2036615354	MISC BOOKS - KL	E	4/20/2022	1,363.08		004623		
	I-2036630537	MISC BOOKS - KL	E	4/20/2022	387.65		004623		
	I-2036633447	MISC BOOKS - KL	E	4/20/2022	1,812.60		004623		
	I-2036638863	MISC BOOKS -KL	E	4/20/2022	323.00		004623		
	I-2036641903	MISC BOOKS - KL	E	4/20/2022	343.84		004623		
	I-2036650199	MISC BOOKS - KL	E	4/20/2022	3,604.12		004623		
	I-2036656215	MISC BOOKS - KL	E	4/20/2022	378.73		004623		
	I-2036662574	MISC BOOKS - KL	E	4/20/2022	519.77		004623		8,732.79
					*** VENDOR TOTALS ***		1 CHECKS		8,732.79
006127		BATTERIES PLUS BULBS #203							
	I-P49409974	BATTERIES - PD	R	4/18/2022	31.81		236222		
	I-P49987289	BATTERIES - PKS	R	4/18/2022	24.00		236222		
	I-P50030715	BATTERIES - PD	R	4/18/2022	13.30		236222		69.11
					*** VENDOR TOTALS ***		1 CHECKS		69.11
010118		BEACON ATHLETICS LLC							
	I-0546188-IN	INFIELD FUNGO SCREEN NET-PRSC	E	4/20/2022	315.00		004690		315.00
					*** VENDOR TOTALS ***		1 CHECKS		315.00
005754		BARBARA BLACK							
	I-04/2022 CASTERS	CASTER REIMBURSEMENT-KL	R	4/18/2022	10.99		236223		10.99
					*** VENDOR TOTALS ***		1 CHECKS		10.99
005950		BLACKSTONE AUDIO INC							
	I-2031581	MULTIMEDIA/SHELF SVCS - KL	R	4/18/2022	194.52		236224		
	I-2031675	MULTIMEDIA/SHELF SVCS-KL	R	4/18/2022	37.94		236224		
	I-2032026	MULTIMEDIA/SHELF SVCS-KL	R	4/18/2022	91.90		236224		
	I-2032405	MULTIMEDIA/SHELF SVCS-KL	R	4/18/2022	29.94		236224		
	I-2032418	MULTIMEDIA/SHELF SVCS - KL	R	4/18/2022	41.94		236224		

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	I-2033305	MULTIMEDIA/SHELF SVCS-KL	R	4/18/2022	81.49		236224		
	I-2033960	MULTIMEDIA/SHELF SVCS-KL	R	4/18/2022	693.72		236224		1,171.45
					*** VENDOR TOTALS ***		1 CHECKS		1,171.45
007515		EFFLUENT INC							
	I-I5212	3/1/22-3/31/22 RENTAL	R	4/18/2022	77.00		236225		
	I-I5215	RENTALS - PRSC	R	4/18/2022	374.00		236225		451.00
					*** VENDOR TOTALS ***		1 CHECKS		451.00
011403		PAUL BOOTH							
	I-AFD23620	REFUND	R	4/18/2022	101.78		236226		101.78
					*** VENDOR TOTALS ***		1 CHECKS		101.78
005174		BOUND TREE MEDICAL LLC							
	I-84435362	EMS SUPPLIES-FD	R	4/18/2022	1,705.60		236227		
	I-84451271	EMS SUPPLIES - FD	R	4/18/2022	444.30		236227		
	I-84455302	EMS SUPPLIES - FD	R	4/18/2022	4.99		236227		
	I-84458715	EMS SUPPLIES - FD	R	4/18/2022	87.00		236227		
	I-84458716	EMS SUPPLIES - FD	R	4/18/2022	197.52		236227		
	I-84458717	EMS SUPPLIES - FD	R	4/18/2022	342.10		236227		
	I-84462145	MASKS - FD	R	4/18/2022	399.60		236227		
	I-84462146	FACE MASKS - FD	R	4/18/2022	399.60		236227		
	I-84462147	MASKS - FD	R	4/18/2022	399.60		236227		
	I-84464339	AED - CH	R	4/18/2022	130.97		236227		
	I-84466455	AED BATTERIES - AC/P&R	R	4/18/2022	209.08		236227		
	I-84466456	EMS SUPPLIES - FD	R	4/18/2022	69.60		236227		4,389.96
					*** VENDOR TOTALS ***		1 CHECKS		4,389.96
000127		BRICK GENTRY PC							
	I-373312	03/25/2022 STATEMENT 224.016	R	4/18/2022	1,395.00		236228		
	I-373313	03/25/2022 STATEMENT 224.008	R	4/18/2022	960.00		236228		
	I-373318	03/25/2022 STATEMENT 224.010	R	4/18/2022	135.00		236228		
	I-373319	3/25/2022 STATEMENT 224.003	R	4/18/2022	525.00		236228		
	I-373322	3/25/2022 STATEMENT 224.014	R	4/18/2022	135.00		236228		3,150.00
					*** VENDOR TOTALS ***		1 CHECKS		3,150.00
006714		WATER PRO SUPPLIES INC							
	I-117915	RUBBER BLADES - PW	R	4/18/2022	4,125.00		236229		
	I-117917	GATE VALVE - MU	R	4/18/2022	938.00		236229		
	I-118178	GATE VALVE SYSTEM - MU	R	4/18/2022	590.00		236229		5,653.00
					*** VENDOR TOTALS ***		1 CHECKS		5,653.00
010643		PATRICIA BROWN							
	I-03/22-05/22YOGA	03/2022-05/2022 YOGA	E	4/20/2022	616.00		004705		616.00
					*** VENDOR TOTALS ***		1 CHECKS		616.00

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005497		BRYAN ROCK PRODUCTS INC							
	I-52167	AG LIME- PRSC	R	4/18/2022	1,758.65		236230		1,758.65
					*** VENDOR TOTALS ***		1 CHECKS		1,758.65
008738		BULB GUY LIGHTING							
	I-17004	LAKESIDE BULBS - PKS	E	4/20/2022	78.30		004680		
	I-17068	LEDS - OC	E	4/20/2022	108.00		004680		
	I-17117	BULBS-HAWKEY PK	E	4/20/2022	128.54		004680		314.84
					*** VENDOR TOTALS ***		1 CHECKS		314.84
011411		JACOB J BUNTJER							
	I-4/08/22	PESTICIDE APP TESTING RMBRSMNT	R	4/18/2022	60.00		236231		60.00
					*** VENDOR TOTALS ***		1 CHECKS		60.00
009469		COLTON CAMPBELL							
	I-3/21/2022	3/21/22 MEAL REIMBURSEMENT	E	4/20/2022	21.33		004702		21.33
					*** VENDOR TOTALS ***		1 CHECKS		21.33
000385		CAPITAL CITY EQUIPMENT CO							
	I-24145D	ROW SUPPLIES - PW	E	4/20/2022	1,317.28		004630		1,317.28
					*** VENDOR TOTALS ***		1 CHECKS		1,317.28
000453		CARQUEST AUTO PARTS							
	I-2330-738120	MINIATURE LAMP - STREETS	R	4/18/2022	11.10		236232		
	I-2330-738944	DUAL LOCK - CG	R	4/18/2022	124.79		236232		135.89
					*** VENDOR TOTALS ***		1 CHECKS		135.89
004635		CENTRAL IOWA OFFICIALS LLC							
	I-03/30/2022	SPRING SOFTBALL OFFICIALS	R	4/18/2022	8,160.00		236233		8,160.00
					*** VENDOR TOTALS ***		1 CHECKS		8,160.00
011409		CENTRAL MCGOWAN INC							
	I-0000167809	HIGH PRESSURE LG/MED -OC PRO	E	4/20/2022	15.00		004697		
	I-0000560944	NITROGEN -OC PRO	E	4/20/2022	80.95		004697		95.95
					*** VENDOR TOTALS ***		1 CHECKS		95.95
004002		CINTAS CORPORATION							
	C-9168234260	CR: MIKE MILLER PANTS	R	4/18/2022	66.00CR		236234		
	I-4109341871	MAT RENTALS - KL	R	4/18/2022	63.20		236234		
	I-4109341881	MAT/UNIFORM RENTALS-PKS	R	4/18/2022	92.31		236234		
	I-4110070533	MAT RENTALS - KL	R	4/18/2022	63.20		236234		
	I-4110733252	MAT RENTAL -KL	R	4/18/2022	63.20		236234		
	I-4111691780	2/24/22 SVCS - OC MAINT	R	4/18/2022	36.20		236234		
	I-4114174887	3/22/2022 SVCS - STREETS	R	4/18/2022	378.20		236234		
	I-4114270278	3/23/22 SVCS - WASTEWATER	R	4/18/2022	126.25		236234		
	I-4114830761	UNIFORM/MAT RENTALS-PKS	R	4/18/2022	107.26		236234		
	I-4114830859	3/29/22 SVCS - STREETS	R	4/18/2022	378.20		236234		
	I-4114952917	3/30/22 SVCS - WASTEWATER	R	4/18/2022	131.50		236234		

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	I-4115154127	MAT/UNIFORM RENTALS -OC	R	4/18/2022	52.65		236234		
	I-4115547993	MAT/UNIFORM RENTALS-PKS	R	4/18/2022	107.26		236234		
	I-4115548012	4/05/22 SVCS - WATER	R	4/18/2022	171.53		236234		
	I-4115548053	4/05/22 SVCS - STREETS	R	4/18/2022	378.20		236234		
	I-4115719528	4/06/22 SVCS - WASTEWATER	R	4/18/2022	131.50		236234		
	I-4115838399	MAT/UNIFORM RENTALS - OC	R	4/18/2022	58.18		236234		2,272.84
					*** VENDOR TOTALS ***		1 CHECKS		2,272.84
008258		CIT CHARTERS INC							
	I-17136	SENIOR TRIP- P&R	R	4/18/2022	1,058.69		236235		
	I-17219	SENIOR TRIP-P&R	R	4/18/2022	120.00		236235		1,178.69
					*** VENDOR TOTALS ***		1 CHECKS		1,178.69
002726		CITY OF DES MOINES TREASURY							
	I-124651	04/2022 WRA MONTHLY ALLCTN	R	4/18/2022	486,723.86		236236		486,723.86
					*** VENDOR TOTALS ***		1 CHECKS		486,723.86
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-36712 #24	PAY 24-NW 18TH EXT/WGL-SPRCE	E	4/20/2022	6,985.97		004651		6,985.97
					*** VENDOR TOTALS ***		1 CHECKS		6,985.97
001620		CLIA LABORATORY PROGRAM							
	I-16D0887361 2022	REBILL CERT FEE -FD	R	4/18/2022	180.00		236237		180.00
					*** VENDOR TOTALS ***		1 CHECKS		180.00
002559		CONSUMERS ENERGY							
	I-02/28/22-04/01/22	04/08/2022 STATEMENT	E	4/20/2022	2,402.50		004653		2,402.50
					*** VENDOR TOTALS ***		1 CHECKS		2,402.50
002464		CONTINENTAL RESEARCH CORPORATI							
	I-0034610	WASP KILLER - CG	E	4/20/2022	254.42		004652		254.42
					*** VENDOR TOTALS ***		1 CHECKS		254.42
000595		CORE & MAIN LP							
	I-Q574058	NOZ CAP NUT TYPE - MU	R	4/18/2022	145.00		236238		145.00
					*** VENDOR TOTALS ***		1 CHECKS		145.00
008706		COURAGE LEAGUE SPORTS							
	I-04/2022 CLINIC	COURAGE LEAGUE WINTER CLINIC	R	4/18/2022	28.00		236239		28.00
					*** VENDOR TOTALS ***		1 CHECKS		28.00
008408		CRAMER AND ASSOCIATES, INC							
	I-PAY 8-HTT EXT	PAY 8-HTT EXT MAG TO ORALABOR	E	4/20/2022	207,095.31		004678		207,095.31
					*** VENDOR TOTALS ***		1 CHECKS		207,095.31

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003533		5 TRAILS INC							
	I-17666	SLIDE IN FRAME PLATE-P&R	R	4/18/2022	100.00		236240		
	I-17667	SYMPOSIUM AWARDS -P&R	R	4/18/2022	116.90		236240		
	I-17668	ENGRAVED PLATE - P&R	R	4/18/2022	44.85		236240		
	I-17669	BURROWS PLAQUE-P&R	R	4/18/2022	303.00		236240		564.75
					*** VENDOR TOTALS ***		1 CHECKS		564.75
000146		CENTURY HOMES CO							
	I-0541205-IN	PRE-EMERGENT-PRSC	R	4/18/2022	2,592.00		236241		
	I-0541339-IN	HIGH PROFILE FERTILIZER-PKS	R	4/18/2022	8,613.00		236241		11,205.00
					*** VENDOR TOTALS ***		1 CHECKS		11,205.00
009427		AMY DAWSON							
	I-4/6/2022	4/6/22 MILEAGE REIMBURSEMENT	E	4/20/2022	14.51		004700		14.51
					*** VENDOR TOTALS ***		1 CHECKS		14.51
000605		DEMCO INC							
	I-7107656	DVD ALBUMS/TAPE/POSTITS-KL	E	4/20/2022	414.04		004635		414.04
					*** VENDOR TOTALS ***		1 CHECKS		414.04
000758		DES MOINES IRON & SUPPLY CO							
	I-1904664334	ST ANG/HR ANGLE - PRSC	R	4/18/2022	154.78		236242		154.78
					*** VENDOR TOTALS ***		1 CHECKS		154.78
000700		DES MOINES STAMP MFG CO							
	I-1199107	NOTARY STAMP - N SHIMANEK	E	4/20/2022	32.90		004638		32.90
					*** VENDOR TOTALS ***		1 CHECKS		32.90
000606		DES MOINES STEEL FENCE CO INC							
	I-58138	SAFETY NETTING POLE-PRSC	R	4/18/2022	1,590.00		236243		1,590.00
					*** VENDOR TOTALS ***		1 CHECKS		1,590.00
000160		DES MOINES WATER WORKS							
	I-000131 3/30/2022	3/30/2022 STATEMENT	R	4/18/2022	650.00		236244		
	I-000186 3/30/2022	3/30/2022 STATEMENT	R	4/18/2022	1,750.00		236244		
	I-005039 3/28/2022	3/28/2022 STATEMENT	R	4/18/2022	207,419.06		236244		
	I-005040 3/28/2022	3/28/2022 STATEMENT	R	4/18/2022	109,125.42		236244		
	I-084542 3/28/2022	3/28/2022 STATEMENT	R	4/18/2022	75.00		236244		
	I-084793 3/28/2022	3/28/2022 STATEMENT	R	4/18/2022	83,049.59		236244		
	I-099890 3/28/2022	3/28/2022 STATEMENT	R	4/18/2022	114,468.83		236244		
	I-101656 3/28/2022	3/28/2022 STATEMENT	R	4/18/2022	83,774.57		236244		600,312.47
					*** VENDOR TOTALS ***		1 CHECKS		600,312.47

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000161		DEWEY FORD INC							
	I-FTCS958511	UNIT #114 REPAIRS	R	4/18/2022	473.99		236245		
	I-FTCS961672	VEHICLE REPAIRS - FD	R	4/18/2022	317.90		236245		791.89
					*** VENDOR TOTALS ***		1 CHECKS		791.89
010264		DISTRICT AT PRAIRIE TRAIL OWNE							
	I-04/07/2022	QUARTERLY ASSOCATION DUES-KL	R	4/18/2022	9,887.77		236246		9,887.77
					*** VENDOR TOTALS ***		1 CHECKS		9,887.77
004568		DOLL DISTRIBUTING LLC							
	I-135247	ALCOHOL FOR RESALE HWKY	E	4/20/2022	305.50		004660		305.50
					*** VENDOR TOTALS ***		1 CHECKS		305.50
002143		DOORS INC							
	I-317494	AMP STORAGE SPACE LOCK	E	4/20/2022	130.00		004646		
	I-317562	METPAR CANDLE CAM-PRSC	E	4/20/2022	20.00		004646		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
006716		TELVENT DTN LLC							
	I-6103416	04/01/22-6/30/22 COMMANDER	E	4/20/2022	1,500.00		004674		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
000988		EARL MAY SEED & NURSERY							
	I-00073048	MULCH - OC	R	4/18/2022	39.00		236247		
	I-00073099	MULCH - OC	R	4/18/2022	39.00		236247		
	I-00073153	MULCH - OC	R	4/18/2022	39.00		236247		117.00
					*** VENDOR TOTALS ***		1 CHECKS		117.00
005334		ENVIRONMENTAL SYSTEMS RESEARCH							
	I-94224674	FY22 ESRI SOFTWARE RENEWAL	R	4/18/2022	18,261.51		236248		18,261.51
					*** VENDOR TOTALS ***		1 CHECKS		18,261.51
002285		FASTENAL COMPANY							
	I-IADES413317	SEWER MAINT SUPPLIES - MU	E	4/20/2022	100.60		004649		
	I-IADES413352	STREET MAINT SUPPLIES - PW	E	4/20/2022	361.22		004649		
	I-IADES413432	WATER SYSTEM SUPPLIES - MU	E	4/20/2022	93.35		004649		
	I-IADES413618	WATER SYSTEM SUPPLIES - MU	E	4/20/2022	159.00		004649		
	I-IADES413778	STREET MAINT SUPPLIES - PW	E	4/20/2022	5.58		004649		719.75
					*** VENDOR TOTALS ***		1 CHECKS		719.75
005631		FBI-LEEDA							
	I-200067832	SLI-CLIVE IA 5/2022 - WILLIAMS	R	4/18/2022	695.00		236249		695.00
					*** VENDOR TOTALS ***		1 CHECKS		695.00

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011234		FIRE SERVICE TRAINING BUREAU							
	I-221141	DOP -BRAD NURNBERG	R	4/18/2022	50.00		236250		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00
007648		DAIOHS USA INC							
	I-603198	COFFEE SERVICES - CH	E	4/20/2022	49.00		004676		49.00
					*** VENDOR TOTALS ***		1 CHECKS		49.00
010286		AT&T MOBILITY II LLC							
	I-03272022 FD	2/20/22-3/19/22 STATEMENT - FD	R	4/18/2022	963.32		236251		
	I-03272022 PD	2/20/22-3/19/22 STATEMENT - PD	R	4/18/2022	1,539.99		236251		2,503.31
					*** VENDOR TOTALS ***		1 CHECKS		2,503.31
002203		FIVE STAR DEVELOPMENT NO I LLC							
	I-04/2022 PERM ESMT	04/2022 PERMANENT EASEMENT	R	4/18/2022	3,400.00		236252		
	I-04/2022 ROW	04/2022 RIGHT OF WAY	R	4/18/2022	7,300.00		236252		
	I-04/2022 TEMP ESMT	04/2022 TEMPORARY EASEMENT	R	4/18/2022	2,700.00		236252		13,400.00
					*** VENDOR TOTALS ***		1 CHECKS		13,400.00
009329		JOSHUA FREEMAN							
	I-3/21/22	3/21/22 MEAL REIMBURSEMENT	E	4/20/2022	94.64		004699		94.64
					*** VENDOR TOTALS ***		1 CHECKS		94.64
000211		GALE							
	I-77507909	MARCH BASIC 8 PLAN - KL	E	4/20/2022	56.98		004624		
	I-77509180	MARCH CORE 8 PLAN - KL	E	4/20/2022	28.49		004624		
	I-77509485	MARCH WHEELER HRDCVR 5 PLN	E	4/20/2022	54.73		004624		140.20
					*** VENDOR TOTALS ***		1 CHECKS		140.20
003712		GALLS, LLC							
	I-020685250	EYELETS - PD	R	4/18/2022	51.98		236253		
	I-020703619	BUGLES SEAL/BADGE-WHISLER	R	4/18/2022	94.58		236253		
	I-020758644	BADGE/HORN-FD	R	4/18/2022	306.73		236253		
	I-020768643	NAMEBAR - FD	R	4/18/2022	16.30		236253		
	I-020786369	BALLISTIC CARRIER - PD	R	4/18/2022	993.51		236253		
	I-020808706	PANTS -FD	R	4/18/2022	185.00		236253		1,648.10
					*** VENDOR TOTALS ***		1 CHECKS		1,648.10
008445		WHITNEY R GARCIA							
	I-3/29/2022	3/2-3/29/22 MILEAGE REIMBRSMNT	E	4/20/2022	19.89		004698		19.89
					*** VENDOR TOTALS ***		1 CHECKS		19.89
000751		DAWN GEAN							
	I-4/06/2022	4/6/22 MILEAGE REIMBURSEMENT	E	4/20/2022	23.99		004639		23.99
					*** VENDOR TOTALS ***		1 CHECKS		23.99

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009366		GEMPLER'S INC							
	I-INV0004494630	SAFETY GLASSES/GLOVES/JKTS-OC	E	4/20/2022	299.39		004684		
	I-INV0004494776	RAIN JACKETS - OC	E	4/20/2022	86.98		004684		
	I-INV0004496056	PISTL CNTRL SIREN-PRSC	E	4/20/2022	192.93		004684		579.30
					*** VENDOR TOTALS ***		1 CHECKS		579.30
001775		GENERAL FIRE AND SAFETY							
	I-61428	KITCHEN EXHAUST CLEANING-OC	E	4/20/2022	520.00		004642		520.00
					*** VENDOR TOTALS ***		1 CHECKS		520.00
002189		GMIS INTERNATIONAL HEADQUARTER							
	I-300007585	AGENCY RENEWAL 7/1/22-6/30/23	R	4/18/2022	375.00		236254		375.00
					*** VENDOR TOTALS ***		1 CHECKS		375.00
000227		GRAINGER							
	I-9228359189	BACKFLOW SALT SHED-PW	E	4/20/2022	887.04		004625		
	I-9253806443	CHART RECORDER - MU	E	4/20/2022	51.75		004625		
	I-9255034960	DOOR CLOSER/BRUSH/GREASE-MU	E	4/20/2022	587.15		004625		
	I-9261531132	TEMP SENSOR -LAKESIDE CENTER	E	4/20/2022	68.12		004625		
	I-9264004640	REPLACEMENT MOTOR - HWKY	E	4/20/2022	87.58		004625		
	I-9270711667	FAN BLADE MOTOR-HWKY	E	4/20/2022	11.42		004625		1,693.06
					*** VENDOR TOTALS ***		1 CHECKS		1,693.06
009893		GRAPHITE CONSTRUCTION GROUP, I							
	I-PAY 18-ANK SR CTR	PAY 18-ANKENY SENIOR CENTER	E	4/20/2022	3,688.65		004686		3,688.65
					*** VENDOR TOTALS ***		1 CHECKS		3,688.65
000229		GRAYBAR ELECTRIC CO INC							
	I-9326156015	FO MATERIALS - TRAFFIC	R	4/18/2022	798.68		236255		798.68
					*** VENDOR TOTALS ***		1 CHECKS		798.68
006348		GRAZIANO BROTHERS INC							
	I-215298	FOOD FOR RESALE - OC	E	4/20/2022	135.85		004672		135.85
					*** VENDOR TOTALS ***		1 CHECKS		135.85
004265		THE GREATER DES MOINES							
	I-401-8155	DES MOINES PRTNRSHP DC TRIP	R	4/18/2022	10,000.00		236256		10,000.00
					*** VENDOR TOTALS ***		1 CHECKS		10,000.00
011390		GUS CONSTRUCTION CO., INC.							
	I-PAY 1-NE4MILE/DRCR	PAY 1-NE 4MILE DR OVR DEER CRK	E	4/20/2022	9,975.00		004695		9,975.00
					*** VENDOR TOTALS ***		1 CHECKS		9,975.00

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009442		JAMES HABERICHTER							
	I-3/28/22	3/28/22 GAS/MEAL REIMBURSEMENT	E	4/20/2022	129.22		004701		129.22
					*** VENDOR TOTALS ***		1 CHECKS		129.22
000691		OMG MIDWEST, INC							
	I-1697036	2" GRAVEL - PW	E	4/20/2022	560.45		004636		560.45
					*** VENDOR TOTALS ***		1 CHECKS		560.45
001815		HAWKEYE TRUCK EQUIPMENT							
	I-153095	HARDWARE KIT/ROPE - PW	R	4/18/2022	193.07		236257		193.07
					*** VENDOR TOTALS ***		1 CHECKS		193.07
004853		HOLT TIRE SERVICE INC							
	I-186243	TURF SAVER - OC	E	4/20/2022	185.98		004662		185.98
					*** VENDOR TOTALS ***		1 CHECKS		185.98
003098		HOTSY CLEANING SYSTEMS IN							
	I-0206360-IN	SALT/SWIVEL BOOM - PW	E	4/20/2022	282.45		004655		
	I-0206464-IN	FLEETWASH/HOSE/PLUG - PD	E	4/20/2022	773.47		004655		1,055.92
					*** VENDOR TOTALS ***		1 CHECKS		1,055.92
005531		HR GREEN INC							
	I-151562 #1	PAY 1-ORALBR GTWY TRL/STATE	E	4/20/2022	45,993.75		004667		45,993.75
					*** VENDOR TOTALS ***		1 CHECKS		45,993.75
000959		PAUL HUBBARD							
	I-02/22-03/22PRKOR	FEB MAR 2022 PARKOUR	R	4/18/2022	1,206.40		236258		1,206.40
					*** VENDOR TOTALS ***		1 CHECKS		1,206.40
003837		HUTCHINSON SALT COMPANY							
	I-169658	1/8-2/9 MEDIUM ROCK	R	4/18/2022	36,297.84		236259		36,297.84
					*** VENDOR TOTALS ***		1 CHECKS		36,297.84
000253		HY-VEE INC							
	I-4841417807	BAKERY ITEMS-FD	R	4/18/2022	44.99		236260		44.99
					*** VENDOR TOTALS ***		1 CHECKS		44.99
001318		IA DEPT OF AGRICULTURE & LAND							
	I-04/2022 BUNTJER	PESTICIDE CERT - BUNTJER	R	4/18/2022	15.00		236261		15.00
					*** VENDOR TOTALS ***		1 CHECKS		15.00
001041		IAPELRA							
	I-2022 CONF-DG	4/22/22 IAPERLA SPRING CNFRNCE	R	4/18/2022	50.00		236262		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00

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009565		INFOSEND INCORPORATED							
	I-209767	03/2022 MAIL SERVICES	R	4/18/2022	11,561.22		236263		11,561.22
					*** VENDOR TOTALS ***		1 CHECKS		11,561.22
005375		CURTIS INGHAM							
	I-1/10-3/28/22	1/10-3/28/22 MILEAGE REIMBRSMT	E	4/20/2022	71.37		004665		71.37
					*** VENDOR TOTALS ***		1 CHECKS		71.37
000407		INTERSTATE ALL BATTERY CENTER							
	I-1925901006076	LAWN/GARDEN BATTERY-PRSC	R	4/18/2022	50.80		236264		50.80
					*** VENDOR TOTALS ***		1 CHECKS		50.80
000266		INTERSTATE BATTERY SYSTEM							
	I-40207956	BATTERIES - CG	E	4/20/2022	153.05		004626		
	I-40208060	BATTERY - CG	E	4/20/2022	199.95		004626		
	I-706422	UNIT 809 BATTERY -OC	E	4/20/2022	107.95		004626		460.95
					*** VENDOR TOTALS ***		1 CHECKS		460.95
002929		INTERSTATE POWER SYSTEMS INC							
	I-R012081087:01	POWER QUALITY TEST - CITY HALL	R	4/18/2022	957.50		236265		957.50
					*** VENDOR TOTALS ***		1 CHECKS		957.50
000752		IOWA DNR/OPERATOR CERTIFICATIO							
	I-2022 PCC-NW 5TH ST	PERMIT FEE - NW 5TH STREET	R	4/18/2022	175.00		236266		
	I-2022 PCC-SE PEACH	PERMIT FEE-SE PEACHTREE	R	4/18/2022	175.00		236266		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00
003226		IOWA ONE CALL							
	I-239459	JANUARY EMAIL SVCS -TRFC	E	4/20/2022	58.50		004657		
	I-239796	2/28/2022 EMAIL - TRFC	E	4/20/2022	79.20		004657		137.70
					*** VENDOR TOTALS ***		1 CHECKS		137.70
000272		IOWA PRISON INDUSTRIES							
	I-031760	FY 22 PRSC SIGNS	R	4/18/2022	1,184.50		236267		1,184.50
					*** VENDOR TOTALS ***		1 CHECKS		1,184.50
010192		IOWA SUN CONTROL, INC							
	I-2022-150	PSB WINDOW TINTING	R	4/18/2022	834.00		236268		834.00
					*** VENDOR TOTALS ***		1 CHECKS		834.00
010037		I & S GROUP, INC							
	I-77489 #5	PAY 5-2021 SAYLOR CRK REPAIRS	R	4/18/2022	5,069.08		236269		
	I-77490	SAYLOR CREEK REPAIRS	R	4/18/2022	2,500.00		236269		7,569.08
					*** VENDOR TOTALS ***		1 CHECKS		7,569.08

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011401		JIM GILL INC							
	I-6770	DEPOSIT-JIM GILL CONCERT	R	4/18/2022	1,750.00		236270		1,750.00
					*** VENDOR TOTALS ***		1 CHECKS		1,750.00
000693		KBC, INC							
	I-7122302	DIFFUSER/TAKEOFF/CABLE-PKS	E	4/20/2022	196.04		004637		196.04
					*** VENDOR TOTALS ***		1 CHECKS		196.04
006236		KAY PARK RECREATION							
	I-195201	GARBAGE ENCLOSURE CANS-PKS	E	4/20/2022	905.00		004671		905.00
					*** VENDOR TOTALS ***		1 CHECKS		905.00
000065		RENEWABLE ENERGY GROUP INC							
	I-567324 A	2/28/22 DIESEL DYED/87E10	E	4/20/2022	18,667.41		004622		
	I-567324 B	2/28/22 DIESEL DYED/87E10	E	4/20/2022	3,126.16		004622		
	I-567416	3/08/22 DIESEL DYED/87E10	E	4/20/2022	28,084.95		004622		
	I-88814	3/15/22 DIESEL/UNLEADED87	E	4/20/2022	2,291.12		004622		
	I-89183	04/05/22 UNLEADED/DIESEL PKS	E	4/20/2022	800.02		004622		52,969.66
					*** VENDOR TOTALS ***		1 CHECKS		52,969.66
008587		KINZLER CONSTRUCTION SERVICES							
	I-2205997.0001	DOOR LOCK REPAIRS-PRSC	R	4/18/2022	201.50		236271		
	I-2206502.0001	DOOR REPAIRS-FS#1	R	4/18/2022	353.50		236271		
	I-2206919.0001	DOOR REPAIRS -FS #2	R	4/18/2022	101.50		236271		656.50
					*** VENDOR TOTALS ***		1 CHECKS		656.50
001650		NATHAN R LAMPE							
	I-03/2022 FITNESS	01/22-03/22 FITNESS REIMBRSMNT	R	4/18/2022	54.00		236272		54.00
					*** VENDOR TOTALS ***		1 CHECKS		54.00
011406		LATITUDE 41 LAWN AND LANDSCAPE							
	I-4936	RETAINING WALL RENO - AC	E	4/20/2022	1,471.20		004707		1,471.20
					*** VENDOR TOTALS ***		1 CHECKS		1,471.20
002368		LAWSON PRODUCTS INC							
	I-9309344788	PIPE/PLUG/RECEPTACLE - PW	E	4/20/2022	35.56		004650		35.56
					*** VENDOR TOTALS ***		1 CHECKS		35.56
000402		LINDE GAS & EQUIPMENT							
	I-69878679	2/20/22-3/20/22 RENTALS-PKS	R	4/18/2022	37.74		236273		
	I-69879645	MARCH 2022 MEDICAL OXYGEN	R	4/18/2022	1,076.90		236273		1,114.64
					*** VENDOR TOTALS ***		1 CHECKS		1,114.64

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000281		LISTER INDUSTRIES							
	I-0056053-IN	PARKING BARRIERS-PKS	R	4/18/2022	128.00		236274		128.00
					*** VENDOR TOTALS ***		1 CHECKS		128.00
000285		LUBE-TECH & PARTNERS LLC							
	I-2879538	ENGINE OIL - CG	E	4/20/2022	147.03		004627		147.03
					*** VENDOR TOTALS ***		1 CHECKS		147.03
010704		MAINSTAY SYSTEMS OF IOWA LLC							
	I-1183	2/1-4/30/22 MONTHLY MAINT-PD	R	4/18/2022	237.00		236275		237.00
					*** VENDOR TOTALS ***		1 CHECKS		237.00
002207		MANATTS INC							
	I-5054007	3/15/22 D57-C20	E	4/20/2022	574.50		004647		574.50
					*** VENDOR TOTALS ***		1 CHECKS		574.50
002183		MCCLURE ENGINEERING CO							
	I-211008-010 #1	PAY 1-NW18TH ST RECON/ASH-ANKB	R	4/18/2022	75,028.75		236276		75,028.75
					*** VENDOR TOTALS ***		1 CHECKS		75,028.75
001864		MEDIX OCCUPATIONAL HEALTH SERV							
	I-24182	MARCH 2022 SERVICES	E	4/20/2022	1,504.00		004643		1,504.00
					*** VENDOR TOTALS ***		1 CHECKS		1,504.00
004747		MENARDS							
	C-65332	CR: COUPLINGS PRSC	R	4/18/2022	45.74CR		236277		
	I-64773	NUTS/BOLTS/WSHR/TIES-PRSC	R	4/18/2022	299.37		236277		
	I-65030 3/15/22	TERM POST - TRAFFIC	R	4/18/2022	341.76		236277		
	I-65083	FLIP CVR/BOX/FORKS/BAGS-PRSC	R	4/18/2022	124.37		236277		
	I-65164	TERM POST - TRAFFIC	R	4/18/2022	149.88		236277		
	I-65201	COPPER/VALVE/COUPLING-PRSC	R	4/18/2022	71.82		236277		
	I-65308	TUBING - PW	R	4/18/2022	10.39		236277		
	I-65321	TOOL/CPLNG - PRSC	R	4/18/2022	46.73		236277		
	I-65326	DISC/BRUSHSET -FD	R	4/18/2022	13.45		236277		
	I-65333	QC RMVL/CPLNG/PIPE-FS#1	R	4/18/2022	30.94		236277		
	I-65368	DRLBT/PNT/STCK/RATCH/SCR-PKS	R	4/18/2022	73.06		236277		
	I-65371	TORCH KIT/RTCHT/SCREWS - PW	R	4/18/2022	75.96		236277		
	I-65381	FLEX AL COND-PD	R	4/18/2022	26.23		236277		
	I-65411	SAW BLADE/RAKE/SHOVEL - PW	R	4/18/2022	225.69		236277		
	I-65412	QUAD CLR/RATCH/SHRPNR-PKS	R	4/18/2022	23.43		236277		
	I-65414 03/23/22	IRON HOLD/DUCT/BATS/TIE-PRSC	R	4/18/2022	668.14		236277		
	I-65492	DRILL BIT/INSRT/PANHD-P&R	R	4/18/2022	14.53		236277		
	I-65519	CAULK GUN/SEALER/TP HLDR - MU	R	4/18/2022	14.47		236277		
	I-65530	SIGN LIGHT PARTS-FS#1	R	4/18/2022	8.55		236277		
	I-65533	TAPE/CONCRETE MIX - PKS	R	4/18/2022	34.90		236277		
	I-65552	ADPTR/CNCTR - FD	R	4/18/2022	11.08		236277		
	I-65556	WORK GLOVES - STORM WATER	R	4/18/2022	114.63		236277		
	I-65591	CYCLE PREMIX - FD	R	4/18/2022	84.20		236277		

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	I-65709	MINIBAR/ADAPTER -PW	R	4/18/2022	7.48		236277		
	I-65744	SEALANT - MU	R	4/18/2022	155.52		236277		
	I-65760	WALLPLATE/OUTLET/DUPLEX - MU	R	4/18/2022	22.02		236277		
	I-65762	TRASH CAN GALV - OC	R	4/18/2022	29.99		236277		
	I-65770	KETCHUP/MSTRD/PLTS/SHVL-PRSC	R	4/18/2022	175.56		236277		
	I-65798 03/31/22	FO32 GROW ECO 2PK - OC M	R	4/18/2022	12.99		236277		
	I-65817	EXTENDER TEE -PW	R	4/18/2022	12.96		236277		
	I-65831	INSULDUCT/HOLE CUTTER-CH	R	4/18/2022	100.98		236277		
	I-65854	GALLON TOTE - PW	R	4/18/2022	11.98		236277		
	I-66159	STEEL WHEEL - OC	R	4/18/2022	17.98		236277		2,965.30
					*** VENDOR TOTALS ***		1 CHECKS		2,965.30
007664		MERCY NORTH PHARMACY							
	I-03/28/2022	MARCH MEDICATIONS-FD	R	4/18/2022	1,535.59		236279		1,535.59
					*** VENDOR TOTALS ***		1 CHECKS		1,535.59
009296		MERRITT COMPANY INC							
	I-61771	MARCH CLEANINGS	R	4/18/2022	17,353.00		236280		
	I-61772	JANITORIAL SUPPLIES-KL	R	4/18/2022	1,099.38		236280		
	I-61773	CLEANING SUPPLIES - PSB	R	4/18/2022	452.14		236280		
	I-61774	TOWELS - PW	R	4/18/2022	141.48		236280		
	I-61775	JANITORIAL SUPPLIES-ACC	R	4/18/2022	977.73		236280		20,023.73
					*** VENDOR TOTALS ***		1 CHECKS		20,023.73
001931		METRO WASTE AUTHORITY							
	I-70019449	03/2022 MONTHLY CURB IT FEE	E	4/20/2022	84,766.99		004644		84,766.99
					*** VENDOR TOTALS ***		1 CHECKS		84,766.99
004013		MICHAEL TODD & COMPANY IN							
	I-204920	PLOW BLADES - PW	R	4/18/2022	3,512.40		236281		3,512.40
					*** VENDOR TOTALS ***		1 CHECKS		3,512.40
004772		MID-IOWA SOLID WASTE EQUIPMENT							
	I-56317	SEWER JETTING HOSES - MU	E	4/20/2022	84.13		004661		84.13
					*** VENDOR TOTALS ***		1 CHECKS		84.13
000945		MIDWEST WHEEL COMPANIES							
	I-2688955-00	UNIT #247 WEATHERPROOF FIELD	R	4/18/2022	92.47		236282		
	I-2759167-00	MUDFLAPS - POLICE SQUAD CAR	R	4/18/2022	67.92		236282		160.39
					*** VENDOR TOTALS ***		1 CHECKS		160.39
1		PERRINE, DAVID & LYN							
	I-000202204048445	US REFUND	R	4/07/2022	629.52		236202		629.52

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		TRAN, MARY & BINH							
	I-000202204118446	US REFUND	R	4/11/2022	2,534.75		236203		2,534.75
1		ACKERMAN, KELSI							
	I-000202204138463	US REFUND	R	4/18/2022	23.32		236332		23.32
1		AGOSTI, RHONDA							
	I-000202204138475	US REFUND	R	4/18/2022	39.45		236333		39.45
1		BASHAW, TOM							
	I-000202204138451	US REFUND	R	4/18/2022	62.69		236334		62.69
1		BAUMAN, CORBIN							
	I-000202204138465	US REFUND	R	4/18/2022	50.73		236335		50.73
1		BERRYHILL, KENNEDY							
	I-000202204138454	US REFUND	R	4/18/2022	40.52		236336		40.52
1		COONS, MCKENZIE							
	I-000202204138460	US REFUND	R	4/18/2022	49.66		236337		49.66
1		CRAWFORD, DOUG & LOR							
	I-000202204138477	US REFUND	R	4/18/2022	39.91		236338		39.91
1		DANIEL, BRITTANY							
	I-000202204138466	US REFUND	R	4/18/2022	50.73		236339		50.73
1		EDGE, DAVID & CAROL							
	I-000202204138468	US REFUND	R	4/18/2022	79.33		236340		79.33
1		ELEVATED BUILDERS LL							
	I-000202204138476	US REFUND	R	4/18/2022	38.87		236341		38.87
1		ELWOOD, SHAWNA & JER							
	I-000202204138472	US REFUND	R	4/18/2022	24.89		236342		24.89
1		GARRISON, AMINA							
	I-000202204138459	US REFUND	R	4/18/2022	48.79		236343		48.79
1		GOLDSWORTHY, EMMA							
	I-000202204138461	US REFUND	R	4/18/2022	44.53		236344		44.53
1		GRAY, RACHEL							
	I-000202204138449	US REFUND	R	4/18/2022	43.49		236345		43.49

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1		GRAY, SETH							
	I-000202204138447	US REFUND	R	4/18/2022	99.98		236346		99.98
1		HILL, OLIVIA							
	I-000202204138474	US REFUND	R	4/18/2022	60.53		236347		60.53
1		JACKSON, CHELSIE							
	I-000202204138471	US REFUND	R	4/18/2022	282.01		236348		282.01
1		JOHNSTON, KAYDEN							
	I-000202204138450	US REFUND	R	4/18/2022	45.18		236349		45.18
1		JONES, MEAGHAN							
	I-000202204138467	US REFUND	R	4/18/2022	100.00		236350		100.00
1		MALIK, TAMER							
	I-000202204138473	US REFUND	R	4/18/2022	93.78		236351		93.78
1		MCANINCH CORP							
	I-000202204138457	US REFUND	R	4/18/2022	49.67		236352		49.67
1		MCCUEN, EDWARD							
	I-000202204138462	US REFUND	R	4/18/2022	61.05		236353		61.05
1		MENEES, MICHELLE							
	I-000202204138470	US REFUND	R	4/18/2022	65.34		236354		65.34
1		MERCHANT, JACOB							
	I-000202204138452	US REFUND	R	4/18/2022	92.07		236355		92.07
1		NGUYEN, BRIAN							
	I-000202204138458	US REFUND	R	4/18/2022	54.43		236356		54.43
1		O'ROARK, AARON							
	I-000202204138455	US REFUND	R	4/18/2022	57.11		236357		57.11
1		ROSS, JACOB							
	I-000202204138456	US REFUND	R	4/18/2022	64.82		236358		64.82
1		SCHUCHMANN, NATASHA							
	I-000202204138469	US REFUND	R	4/18/2022	96.12		236359		96.12
1		SHERZAN, JENNA							
	I-000202204138464	US REFUND	R	4/18/2022	40.41		236360		40.41

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1		SIX SIGMA PROPERTIES							
	I-000202204138478	US REFUND	R	4/18/2022	50.00		236361		50.00
1		SPARKS, ANNA							
	I-000202204138453	US REFUND	R	4/18/2022	99.71		236362		99.71
1		STROVERS, MICHAEL							
	I-000202204138448	US REFUND	R	4/18/2022	21.50		236363		21.50
					*** VENDOR TOTALS ***		34 CHECKS		5,234.89
010987		JENNIFER J. MITCHELL							
	I-COA-001	LIFEGUARD RECRUIT-MAR 2022	R	4/18/2022	1,428.57		236283		1,428.57
					*** VENDOR TOTALS ***		1 CHECKS		1,428.57
010051		MOBOTREX INC							
	I-256999	CMU TESTER-ATC CABINETS-TRFC	E	4/20/2022	7,669.00		004688		
	I-257144	RRFB SYSTEMS - TRAFFIC	E	4/20/2022	6,882.00		004688		
	I-257280	RRFB SYSTEMS - TRAFFIC	E	4/20/2022	24,408.00		004688		38,959.00
					*** VENDOR TOTALS ***		1 CHECKS		38,959.00
002120		MPH INDUSTRIES INC							
	I-6017219	PATROL RADARS - PD	R	4/18/2022	7,436.00		236284		7,436.00
					*** VENDOR TOTALS ***		1 CHECKS		7,436.00
006756		MTI DISTRIBUTING INC							
	I-1338971-00	SWITCH - PRSC	R	4/18/2022	60.91		236285		60.91
					*** VENDOR TOTALS ***		1 CHECKS		60.91
002032		MUNICIPAL COLLECTIONS OF AMERI							
	I-55234	03/22 COLLECTION FEES-OLD	R	4/18/2022	59.40		236286		59.40
					*** VENDOR TOTALS ***		1 CHECKS		59.40
006750		MUNICIPAL PIPE TOOL							
	C-32683-CR	CR: NOZZLE - MU	R	4/18/2022	1,469.16CR		236287		
	I-32683	NOZZLE - MU	R	4/18/2022	1,511.33		236287		
	I-32733	CAMERA REPAIR - MU	R	4/18/2022	737.25		236287		
	I-32734	CAMERA REPAIR - MU	R	4/18/2022	1,962.25		236287		2,741.67
					*** VENDOR TOTALS ***		1 CHECKS		2,741.67
000350		MUNICIPAL SUPPLY INC							
	I-0827276-IN A	MISC SUPPLIES - MU	R	4/18/2022	2,405.00		236288		
	I-0827276-IN B	MISC SUPPLIES - MU	R	4/18/2022	90.50		236288		
	I-0828634-IN	MISC SUPPLIES - MU	R	4/18/2022	51,708.00		236288		54,203.50
					*** VENDOR TOTALS ***		1 CHECKS		54,203.50

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003832		KELLY MUNTER							
	I-04/2022 FITNESS	04/2022 FITNESS REIMBRSMNT	E	4/20/2022	20.67		004658		
	I-4/04/2022	4/4/22 MILEAGE REIMBURSEMENT	E	4/20/2022	28.31		004658		48.98
					*** VENDOR TOTALS ***		1 CHECKS		48.98
006325		N B GOLF LLC							
	I-66961	MICROSWITCH - OC	R	4/18/2022	3.94		236289		3.94
					*** VENDOR TOTALS ***		1 CHECKS		3.94
003057		NAPA AUTO PARTS							
	C-2986-682009	CR: UNIT #247 CORE DEPOSIT	R	4/18/2022	18.00CR		236290		
	C-2986-682012	CR: DOOR HNDL/AIR/FUEL FILTERS	R	4/18/2022	170.43CR		236290		
	I-2986-682017	LAMP/LED KIT - CG	R	4/18/2022	112.30		236290		
	I-2986-682268	CAPSULE - CG	R	4/18/2022	19.14		236290		
	I-2986-682270	UNIT #812 OIL FLTR/BAT/SPK PLG	R	4/18/2022	19.58		236290		
	I-2986-682271	UNIT #122 CONTROL	R	4/18/2022	18.29		236290		
	I-2986-682276	ANTIFREEZE - CG	R	4/18/2022	105.96		236290		
	I-2986-682307	UNIT #601 ABS	R	4/18/2022	44.09		236290		
	I-2986-682343	UNIT #922 WINDOW REGULATOR	R	4/18/2022	92.69		236290		
	I-2986-682357	OIL/FUEL FILTER - CG	R	4/18/2022	80.66		236290		
	I-2986-682372	LIGHT BULBS - CG	R	4/18/2022	97.80		236290		
	I-2986-682490	UNIT #834 SPARK PLUG	R	4/18/2022	3.15		236290		
	I-2986-682760	UNIT #99 BRAKE PAD/ROTORS	R	4/18/2022	246.15		236290		651.38
					*** VENDOR TOTALS ***		1 CHECKS		651.38
003164		NILLES ASSOCIATES INC							
	I-21233.01 #1	PAY 1-SW DSM STREET PKS PH1	E	4/20/2022	36,292.50		004656		36,292.50
					*** VENDOR TOTALS ***		1 CHECKS		36,292.50
000367		O'HALLORAN INTERNATIONAL							
	I-31P151591	UNIT #277 DOOR HINGE	E	4/20/2022	235.30		004628		235.30
					*** VENDOR TOTALS ***		1 CHECKS		235.30
000837		O'REILLY AUTOMOTIVE INC							
	I-0295-272242	UNIT #50 MAINTAINER	E	4/20/2022	47.99		004641		47.99
					*** VENDOR TOTALS ***		1 CHECKS		47.99
007222		OCLC ONLINE COMPUTER LIBRARY							
	I-1000206383	04/01/22-04/30/22 WORLDSHARE	E	4/20/2022	45.75		004675		45.75
					*** VENDOR TOTALS ***		1 CHECKS		45.75
003727		OFFICE DEPOT INC							
	I-232524816001	NAPKINS - PW	R	4/18/2022	10.68		236291		
	I-232527864001	CONSTRUCTION CALCULATOR - PW	R	4/18/2022	59.19		236291		
	I-232527871001	SCALE - PW	R	4/18/2022	7.27		236291		
	I-234312303001	BINDER/CUP - PD	R	4/18/2022	40.85		236291		
	I-234332195001	DESK ORGANIZER - PD	R	4/18/2022	20.29		236291		
	I-234614278001	SOAP/TAPE/SPRAY/PENCIL/SHRP-KL	R	4/18/2022	108.13		236291		

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	I-235309747001	TAPE/ENVELOPE/PEN/PAPER - CH	R	4/18/2022	116.16		236291		
	I-236069695001	ENVELOPE/FRAME - PD	R	4/18/2022	72.53		236291		435.10
					*** VENDOR TOTALS ***		1 CHECKS		435.10
009363		ON-TRACK CONSTRUCTION LLC							
	I-PAY 1-36TH/WGL WTR	PAY 1-NW 36TH ST/WGL WTR MN	R	4/18/2022	624,826.42		236292		624,826.42
					*** VENDOR TOTALS ***		1 CHECKS		624,826.42
005440		OTTER CREEK LAND & CATTLE LC							
	I-04/2022 PERM ESMT	04/2022 PERMANENT EASEMENT	R	4/18/2022	16,500.00		236293		
	I-04/2022 ROW	04/2022 RIGHT OF WAY	R	4/18/2022	63,000.00		236293		
	I-04/2022 TEMP ESMT	04/2022 TEMPORARY EASEMENT	R	4/18/2022	2,000.00		236293		81,500.00
					*** VENDOR TOTALS ***		1 CHECKS		81,500.00
010122		LG PLAYGROUNDS LLC							
	I-2937	2 SUPERSCOOPS PLYGRND EQUIP	R	4/18/2022	2,650.00		236294		2,650.00
					*** VENDOR TOTALS ***		1 CHECKS		2,650.00
007878		OVERDRIVE INC							
	I-06497CO22100484	MULTIMEDIA - KL	R	4/18/2022	338.29		236295		
	I-06497CO22100539	MULTIMEDIA - KL	R	4/18/2022	106.50		236295		444.79
					*** VENDOR TOTALS ***		1 CHECKS		444.79
011404		OXFORD LIFE INSURANCE							
	I-AFD24606	REFUND-DUPLICATE MED PMT	R	4/18/2022	149.29		236296		149.29
					*** VENDOR TOTALS ***		1 CHECKS		149.29
010970		PARKINSON'S FOUNDATION, INC.							
	I-04/2022 SPEAKER	2022 MYC SYMPOSIUM SPEAKER	R	4/18/2022	250.00		236297		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
000699		THE PENWORTHY COMPANY							
	I-0580515-IN	CHILDRENS BOOKS - KL	R	4/18/2022	1,334.90		236298		1,334.90
					*** VENDOR TOTALS ***		1 CHECKS		1,334.90
009703		PEPSI COLA COMPANY							
	I-84155906	PEPSI ORDER-HAWKEYE	R	4/18/2022	1,433.64		236299		1,433.64
					*** VENDOR TOTALS ***		1 CHECKS		1,433.64
003068		PERFECTION LEARNING CORP							
	I-273301	MISC BOOKS - KL	R	4/18/2022	717.44		236300		717.44
					*** VENDOR TOTALS ***		1 CHECKS		717.44

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009158		PERFORMANCE FOODSERVICE - THOM							
	I-6932136A	FOOD FOR RESALE-OC	R	4/18/2022	1,424.07		236301		
	I-6932136B	FOOD FOR RESALE-OC	R	4/18/2022	418.25		236301		
	I-6938325	FOOD FOR RESALE - OC	R	4/18/2022	513.23		236301		2,355.55
					*** VENDOR TOTALS ***		1 CHECKS		2,355.55
002648		PIONEER MANUFACTURING COM							
	I-INV827364	SUPPLY CHAIN/AEROSOL-PRSC	R	4/18/2022	827.70		236302		
	I-INV828635	FIELD PAINT-PRSC	R	4/18/2022	1,082.40		236302		
	I-INV831289	GAME DAY AEROSOL - PRSC	R	4/18/2022	225.00		236302		2,135.10
					*** VENDOR TOTALS ***		1 CHECKS		2,135.10
000384		PITNEY BOWES INC							
	I-1020338058	RED INK CARTRIDGE - KL	E	4/20/2022	237.98		004629		237.98
					*** VENDOR TOTALS ***		1 CHECKS		237.98
005176		POLK CITY FIRE & RESCUE DEPART							
	I-FEBRUARY 2022	02/2022 CHANGE OF QUARTERS	E	4/20/2022	500.00		004664		
	I-MARCH 2022	MARCH EMS CHANGE OF QUART	E	4/20/2022	1,050.00		004664		1,550.00
					*** VENDOR TOTALS ***		1 CHECKS		1,550.00
003760		POLK COUNTY TREASURER							
	I-B22-00293	BLOOD DRAW-A WALTERS	R	4/18/2022	150.00		236303		
	I-B22-00298	BLOOD DRAW - R. CORTES	R	4/18/2022	150.00		236303		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
008508		JOSEPH G POLLARD CO INC							
	I-WW026037	SEPTIC CHLORINE TABLETS - MU	R	4/18/2022	340.00		236304		340.00
					*** VENDOR TOTALS ***		1 CHECKS		340.00
009386		POMP'S TIRE SERVICE, INC							
	I-1400076100	SPARE TIRES-SQUAD CARS	E	4/20/2022	675.10		004685		
	I-1400076144	SPARE TIRES-SQUAD CARS	E	4/20/2022	675.10		004685		
	I-1400076415	UNIT #929 TIRES	E	4/20/2022	259.54		004685		1,609.74
					*** VENDOR TOTALS ***		1 CHECKS		1,609.74
010117		PETER OSOWSKI							
	I-104106	HYDRO TESTING SCBA CYLINDRS-FD	R	4/18/2022	385.00		236305		385.00
					*** VENDOR TOTALS ***		1 CHECKS		385.00
008162		QUESTCDN.COM							
	I-042022	MARCH 2022 PROJECTS	R	4/18/2022	1,125.00		236306		1,125.00
					*** VENDOR TOTALS ***		1 CHECKS		1,125.00

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000587		RED WING SHOE STORE							
	I-20220324089893	BOOTS - R. HULSEBUS	E	4/20/2022	140.00		004634		
	I-20220407089893	BOOTS - J. AGAN	E	4/20/2022	140.00		004634		280.00
					*** VENDOR TOTALS ***		1 CHECKS		280.00
008509		REDBUD LLC							
	I-2854 #9	PAY 9-DSM ST/PR TRL/MAG PLNTG	E	4/20/2022	3,883.12		004679		
	I-PAY 1-22 NTVE VEG	PAY 1-2022 NATIVE VEGETATION	E	4/20/2022	5,198.88		004679		9,082.00
					*** VENDOR TOTALS ***		1 CHECKS		9,082.00
006038		REILLY CONSTRUCTION CO INC							
	I-PAY 9-1ST ST WDNG	PAY 9-W1ST ST WDNG/IMP PH1	R	4/18/2022	11,578.00		236307		11,578.00
					*** VENDOR TOTALS ***		1 CHECKS		11,578.00
009251		RFID LIBRARY SOLUTIONS INC							
	I-APL03142022	4/1/22-3/31/23 AMH SVC AGRMNT	E	4/20/2022	15,000.00		004682		15,000.00
					*** VENDOR TOTALS ***		1 CHECKS		15,000.00
001985		RIDD X PEST CONTROL							
	I-63457	PEST CONTROL/ANT TRTMNT-FD	E	4/20/2022	278.00		004645		
	I-63481	PEST CONTROL/ANT TRTMNT-CH	E	4/20/2022	378.00		004645		
	I-63482	PEST CONTROL - OC	E	4/20/2022	189.00		004645		845.00
					*** VENDOR TOTALS ***		1 CHECKS		845.00
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-W12112	FOOD FOR RESALE - OC	E	4/20/2022	60.96		004673		
	I-W15805	FOOD FOR RESALE - OC	E	4/20/2022	80.83		004673		141.79
					*** VENDOR TOTALS ***		1 CHECKS		141.79
005570		SANDRY FIRE SUPPLY LLC							
	I-INV-020656	HOSE ASSY -FD	E	4/20/2022	10.21		004668		
	I-INV-020906	KEEPER G1 REGULATOR-FD	E	4/20/2022	18.00		004668		28.21
					*** VENDOR TOTALS ***		1 CHECKS		28.21
000425		SECRETARY OF STATE							
	I-FY22 NOTARY-KWM	FY22 NOTARY RENEWAL-K MOELLER	R	4/18/2022	30.00		236308		
	I-FY22 NOTARY-ME	FY22 NOTARY RENWAL-M ECHER	R	4/18/2022	30.00		236308		60.00
					*** VENDOR TOTALS ***		1 CHECKS		60.00
000835		SF MOBILE-VISION INC							
	I-45569	L3 FLASHBACK RENEWAL	E	4/20/2022	26,496.52		004640		26,496.52
					*** VENDOR TOTALS ***		1 CHECKS		26,496.52

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BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004842		THE SHERWIN-WILLIAMS CO							
	I-0023-4	PAINT - PW	R	4/18/2022	158.10		236309		158.10
					*** VENDOR TOTALS ***		1 CHECKS		158.10
001103		SHRED-IT							
	I-8001293622	3/2/22 3/30/22 SHREDDING-PD	R	4/18/2022	111.20		236310		111.20
					*** VENDOR TOTALS ***		1 CHECKS		111.20
010928		SPORTS TURF MANAGERS ASSOCIATI							
	I-2022 MBRSHIP-EJ	2022 MEMBERSHIP RENEWAL	E	4/20/2022	130.00		004693		130.00
					*** VENDOR TOTALS ***		1 CHECKS		130.00
002494		SPRINT SOLUTIONS INC							
	I-902645089-229	03/02/22-04/01/22 STATEMENT	R	4/18/2022	974.96		236311		974.96
					*** VENDOR TOTALS ***		1 CHECKS		974.96
011407		HALEY WEDEMEIER							
	I-04/03/2022 CAKES	CAKE DECORATING CLASS	E	4/20/2022	1,885.00		004696		1,885.00
					*** VENDOR TOTALS ***		1 CHECKS		1,885.00
002339		STAPLES CONTRACT & COMMERCIAL							
	C-3503222255	CR: CHAIR - PW	R	4/18/2022	189.99CR		236312		
	I-3502245013	CHAIRS - PW	R	4/18/2022	569.97		236312		
	I-3502316410	CHAIR - PW	R	4/18/2022	189.99		236312		
	I-3502684098	3 HOLE PUNCH - PW	R	4/18/2022	23.99		236312		
	I-3503149114	MEMO BOOK - PD	R	4/18/2022	116.09		236312		710.05
					*** VENDOR TOTALS ***		1 CHECKS		710.05
011410		BOE STOEBNER							
	I-21-1418-PERG	PERGOLA PERMIT REFUND	R	4/18/2022	50.40		236313		50.40
					*** VENDOR TOTALS ***		1 CHECKS		50.40
000124		SYSCO IOWA INC							
	I-239656419	FOOD FOR RESALE-HWKY	R	4/18/2022	117.24		236314		
	I-239657293	FOOD FOR RESALE-OC	R	4/18/2022	767.71		236314		
	I-239658397	FOOD FOR RESALE - OC	R	4/18/2022	68.42		236314		
	I-239666281	FOOD FOR RESALE - OC	R	4/18/2022	29.83		236314		983.20
					*** VENDOR TOTALS ***		1 CHECKS		983.20
010068		T-MOBILE USA INC							
	I-3/20/2022	02/21/22-03/20/22 STATEMENT	R	4/18/2022	34.39		236315		34.39
					*** VENDOR TOTALS ***		1 CHECKS		34.39

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005911		TARGET SOLUTIONS LEARNING LLC							
	I-INV45451	SEMI-ANNUAL LICENSE FEE	E	4/20/2022	4,766.13		004670		4,766.13
					*** VENDOR TOTALS ***		1 CHECKS		4,766.13
007220		COMPLETELY IT							
	I-TS-INV-10492	FY 22 TEAMSIDELINE	R	4/18/2022	1,199.00		236316		1,199.00
					*** VENDOR TOTALS ***		1 CHECKS		1,199.00
009917		JACOB TETER							
	I-3/28/2022	SAFETY CLOTHES REIMBURSEMENT	E	4/20/2022	58.32		004703		58.32
					*** VENDOR TOTALS ***		1 CHECKS		58.32
011389		NICOLE TEUT							
	I-002	TINCUP MENU DESIGN - COMM	E	4/20/2022	450.00		004706		
	I-003	TO-GO MENU DESIGN - COMM	E	4/20/2022	100.00		004706		550.00
					*** VENDOR TOTALS ***		1 CHECKS		550.00
008966		THE BUSINESS LETTER INC							
	I-74910	DOMESTIC ABUSE RIGHTS NOT-PD	R	4/18/2022	120.77		236317		120.77
					*** VENDOR TOTALS ***		1 CHECKS		120.77
011353		JOSEPH C ROTH							
	I-04/07/2022GAMEON	04/07/2022 GAME ON PROGRAM	E	4/20/2022	100.00		004694		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
010127		TK ELEVATOR CORPORATION							
	I-1000425023	4/1-6/30/22 ELEVATOR SVC - PD	E	4/20/2022	195.90		004691		195.90
					*** VENDOR TOTALS ***		1 CHECKS		195.90
006441		TITAN MACHINERY INC							
	I-16787494 GP	#663 SNOW WING PARTS	R	4/18/2022	5,152.84		236318		5,152.84
					*** VENDOR TOTALS ***		1 CHECKS		5,152.84
011413		TODD'S FLYING SERVICE, INC							
	I-04/2022 PERM ESMT	04/2022 PERMANENT EASEMENT	D	4/19/2022	18,650.00		001930		
	I-04/2022 ROW	04/2022 RIGHT OF WAY	D	4/19/2022	65,800.00		001930		
	I-04/2022 TEMP ESMT	04/2022 TEMPORARY EASEMENT	D	4/19/2022	7,550.00		001930		92,000.00
					*** VENDOR TOTALS ***		1 CHECKS		92,000.00
011412		EDNA M TODD							
	I-04/2022 ROW	04/2022 RIGHT OF WAY	R	4/18/2022	37,400.00		236319		
	I-04/2022 TEMP ESMT	04/2022 TEMPORARY EASEMENT	R	4/18/2022	7,800.00		236319		45,200.00
					*** VENDOR TOTALS ***		1 CHECKS		45,200.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000444		TOMPKINS INDUSTRIES INC							
	I-405101634	HOSE - PW	E	4/20/2022	368.76		004631		368.76
					*** VENDOR TOTALS ***		1 CHECKS		368.76
004343		TRACTOR SUPPLY COMPANY							
	C-CR: 2/27/22	CR: STATEMENT CORRECTION	R	4/18/2022	32.98CR		236320		
	I-332026	UNIT #203 SPRAYER NOZZLE	R	4/18/2022	479.99		236320		
	I-332831	ROD/LTCH - MU	R	4/18/2022	52.98		236320		499.99
					*** VENDOR TOTALS ***		1 CHECKS		499.99
004713		TRANSIT WORKS							
	I-52074	SURVEY STATION REPAIRS - ENG	R	4/18/2022	420.00		236321		420.00
					*** VENDOR TOTALS ***		1 CHECKS		420.00
000465		TREASURER STATE OF IOWA							
	I-4/08/2022	MONTHLY SALES & EXCISE TAXES	D	4/08/2022	86,429.00		001921		86,429.00
					*** VENDOR TOTALS ***		1 CHECKS		86,429.00
005479		TREMCO WEATHERPROOFING							
	I-96551591	ROOF REPAIR - MU	E	4/20/2022	1,970.54		004666		1,970.54
					*** VENDOR TOTALS ***		1 CHECKS		1,970.54
011408		TODD TRIPPLET							
	I-2/24/2022	IOWA TURFGRASS CONF REIMBRSMNT	E	4/20/2022	115.00		004708		115.00
					*** VENDOR TOTALS ***		1 CHECKS		115.00
010088		TRUCK CENTER COMPANIES EAST LL							
	I-RA301045968:01	UNIT #228 REPAIRS	E	4/20/2022	2,654.49		004689		2,654.49
					*** VENDOR TOTALS ***		1 CHECKS		2,654.49
000468		TRUCK EQUIPMENT INC							
	I-306705	UNIT #228 NOZZLE JET	E	4/20/2022	144.06		004632		144.06
					*** VENDOR TOTALS ***		1 CHECKS		144.06
007363		TYLER TECHNOLOGIES INC							
	I-025-374291	1/01-3/31/22 INSITE TRANS FEES	R	4/18/2022	33,559.20		236322		33,559.20
					*** VENDOR TOTALS ***		1 CHECKS		33,559.20
000966		U S BANK							
	I-03/22 P-CARD STMT	U S BANK	D	4/13/2022	26,294.49		001931		26,294.49
					*** VENDOR TOTALS ***		1 CHECKS		26,294.49
009522		UNITED HEALTHCARE							
	I-AFD19302	REFUND	R	4/18/2022	684.53		236323		684.53
					*** VENDOR TOTALS ***		1 CHECKS		684.53

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004516		ST LUKE'S HEALTH RESOURCES							
	I-119697	DOT RANDOM DRUG SCREENS	R	4/18/2022	42.00		236324		42.00
					*** VENDOR TOTALS ***		1 CHECKS		42.00
005813		EXECUTIVE SERVICES INC							
	I-73743	BUSINESS CARDS-BRIAN HANSON	E	4/20/2022	46.79		004669		
	I-73804	BUSINESS CARDS - C WEBSTER	E	4/20/2022	73.34		004669		120.13
					*** VENDOR TOTALS ***		1 CHECKS		120.13
002135		UPHDM OCCUPATIONAL MEDICINE							
	I-118052	PRE-EMP TESTING	R	4/18/2022	4,576.00		236325		4,576.00
					*** VENDOR TOTALS ***		1 CHECKS		4,576.00
000475		UTILITY EQUIPMENT COMPANY							
	I-20051633-000	RISERS - MU	E	4/20/2022	760.32		004633		760.32
					*** VENDOR TOTALS ***		1 CHECKS		760.32
010506		ASHLIE VAN HORN							
	I-03/22-05/22ZUMBA	03/22-05/22 ZUMBA CLASSES	E	4/20/2022	200.00		004704		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
005012		VAN-WALL EQUIPMENT INC							
	I-5492013	SAW CHAIN - OC	E	4/20/2022	17.99		004663		
	I-5492542	AIR FILTERS/SPARK PLUGS-FD	E	4/20/2022	62.83		004663		
	I-5494121	UNIT #50 PARTS	E	4/20/2022	579.96		004663		
	I-5495699	UNIT #809 COUPLING	E	4/20/2022	30.63		004663		
	I-5496666	UNIT #629 OIL FLTR/AIR FLTRS	E	4/20/2022	202.57		004663		893.98
					*** VENDOR TOTALS ***		1 CHECKS		893.98
008538		MELINDA K VOIGT							
	I-4/6/2022	4/6/22 MILEAGE REIMBURSMNT	R	4/18/2022	14.51		236326		14.51
					*** VENDOR TOTALS ***		1 CHECKS		14.51
000482		WALMART COMMUNITY							
	I-09050	ALE/LOTION/SHOUT/BATTERIES-MU	R	4/18/2022	156.70		236327		
	I-09053	COT CLN 24M - MU	R	4/18/2022	20.98		236327		
	I-09923	HNGR 10WH - FD	R	4/18/2022	29.80		236327		207.48
					*** VENDOR TOTALS ***		1 CHECKS		207.48
004796		WALSH DOOR & HARDWARE COMPANY							
	I-779015	HANWHA QNV-8010R CAMERA-IT	R	4/18/2022	350.00		236328		
	I-779212	BORING LABS FOR MILESTONE	R	4/18/2022	118.97		236328		
	I-779233 DEPOSIT	PD SECURITY CAM REPLACE - IT	R	4/18/2022	27,050.00		236328		27,518.97
					*** VENDOR TOTALS ***		1 CHECKS		27,518.97

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002569		WASTE CONNECTIONS INC							
	I-3290772T071	3/1-3/31/22 SVCS - WASTEWATER	R	4/18/2022	86.29		236329		
	I-3302719T071	4/1-4/30/22 SVCS - MAINT FAC	R	4/18/2022	346.05		236329		
	I-3304768T071	4/1-4/30/22 SERVICES - CH	R	4/18/2022	58.15		236329		
	I-3304773T071	04/01/22-04/30/22 SERVICES-KL	R	4/18/2022	77.22		236329		
	I-3304775T071	04/01/22-04/30/22 SERVICE-OC	R	4/18/2022	42.22		236329		
	I-3304776T071	4/1-4/30/22 SVCS - MAINT FAC	R	4/18/2022	260.16		236329		
	I-3304777T071	3/16/22 SERVICE -PRSC	R	4/18/2022	50.00		236329		
	I-3304778T071	04/01/22-04/30/22 SERVICES-PKS	R	4/18/2022	225.16		236329		
	I-3304779T071	4/1-4/30/22 SVCS - PD	R	4/18/2022	56.29		236329		
	I-3304780T071	04/01/22-04/30/22 SVCS-PRSC	R	4/18/2022	301.16		236329		
	I-3304781T071	4/1-4/30/22 SVCS - PSB	R	4/18/2022	72.22		236329		
	I-3304782T071	3/16/2022 SERVICES - PRSC	R	4/18/2022	50.00		236329		
	I-3304783T071	4/1-4/30/22 SVCS - WASTEWATER	R	4/18/2022	86.29		236329		1,711.21
					*** VENDOR TOTALS ***		1 CHECKS		1,711.21
002804		WATER ENVIRONMENT FEDERATION							
	I-FY22 01815201	FY22 WEF RENEWAL-MCFARLAND	R	4/18/2022	95.00		236330		95.00
					*** VENDOR TOTALS ***		1 CHECKS		95.00
002783		ZIEGLER INC							
	I-IN000459947	UNIT #255 GASKET	E	4/20/2022	9.06		004654		
	I-IN000464454	UNIT #255 VALVE A/WHEEL	E	4/20/2022	337.66		004654		346.72
					*** VENDOR TOTALS ***		1 CHECKS		346.72
008820		SIOUXLAND TURF PRODUCTS INC							
	I-164050	PREEMERGENT FERTILIZER	E	4/20/2022	3,948.00		004681		3,948.00
					*** VENDOR TOTALS ***		1 CHECKS		3,948.00
005892		ZOOBEAN INC							
	I-19515	3/1/22-2/28/23 RENEWAL -KL	R	4/18/2022	2,295.00		236331		2,295.00
					*** VENDOR TOTALS ***		1 CHECKS		2,295.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	157		2,299,935.71	0.00	2,299,935.71
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	3		204,723.49	0.00	204,723.49
EFT:	88		612,515.38	0.00	612,515.38
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 4/07/2022 THRU 4/20/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	248	3,117,174.58	0.00	3,117,174.58
BANK: APGWB TOTALS:	248	3,117,174.58	0.00	3,117,174.58
REPORT TOTALS:	248	3,117,174.58	0.00	3,117,174.58

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny
VENDOR: ALL
BANK CODES: Include: APGWB
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 4/07/2022 THRU 4/20/2022
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a street sweeper for use in the Public Works Department's fleet (replace existing unit #228).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

The purchase of the street sweeper is included in the approved FY 2023 budget.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the street sweeper 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 A STREET SWEEPER FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase a street sweeper which will be used for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #093021-BUC) price for the purchase of a street sweeper with Bucher Municipal Truck Equipment is $323,774.00, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Bucher Municipal Truck Equipment, in the amount of $323,774.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2023 funds to facilitate the purchase of said street sweeper.

DATED at Ankeny, Iowa, this 18th day of April, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Human Resources

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to authorize a temporary adjustment to the FY22 and FY23 Authorized Staffing Plan to allow for two additional Firefighters.

EXECUTIVE SUMMARY:

The fire department has two employees who have left for extended military leave. To relieve the overtime costs associated with filling these two voids, the department is requesting a side-by-side agreement to hire two new fulltime personnel who will temporarily fill these spots. When the employees on military leave return from active duty, if there are no permanent spots available the temporary fulltime employee will be moved to part-time employment.

FISCAL IMPACT: **??No**

No fiscal impact as the employees on active military duty are not currently on the payroll.

CITY MANAGER'S RECOMMENDATIONS:

Authorize a temporary adjustment to the FY22 and FY23 Authorized Staffing Plan to allow for two additional Firefighters.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

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ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by 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.)

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:

Approve and accept resolution setting a public hearing for May 2, 2022 at 5:30 P.M.

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:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
P&Z Stamped Rezoning Exhibit
Aerial Map
P&Z Stamped PUD Book
Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY TJL INVESTMENTS, LLC LOCATED NORTHEAST OF THE INTERSECTION AT NW 18TH STREET AND NW ABBIE DRIVE

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, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE 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.

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 2nd 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 TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development; 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 18th day of April, 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 TJL INVESTMENTS, LLC, LOCATED NORTHEAST OF THE INTERSECTION AT NW 18TH STREET AND NW ABBIE 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 TJL Investments, LLC from R-1, One-Family Residence District, to PUD, Planned Unit Development:

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:

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LAYMAN'S DESCRIPTION:

Approximately 19.25-acres (+/-) located northeast of the intersection at NW 18th Street and NW Abbie 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 2nd 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 18th day of April, 2022.

CITY OF ANKENY, IOWA

_____

Michelle Yuska, City Clerk

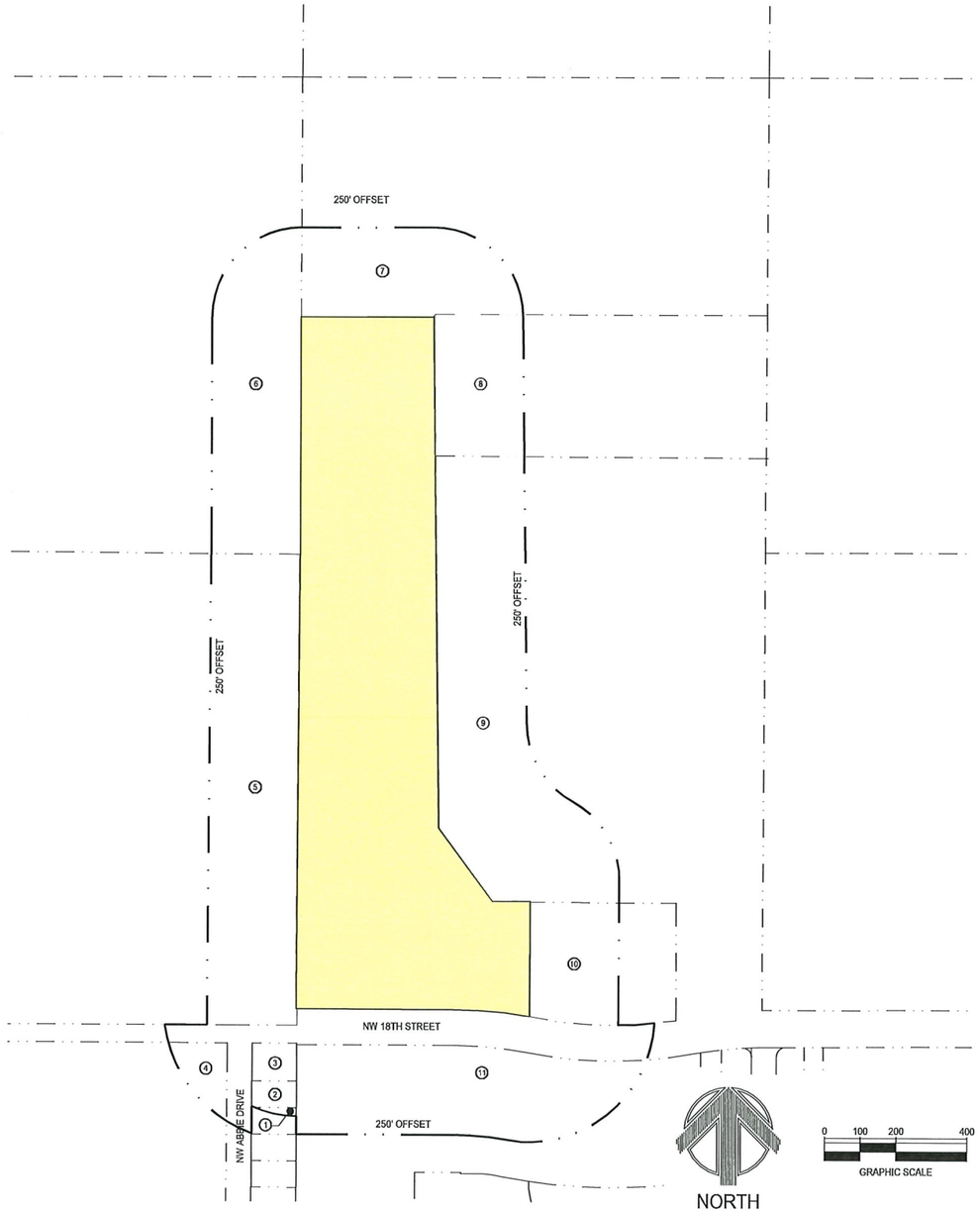
Published in the Des Moines Register on the ___ day of _____, 2022.

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

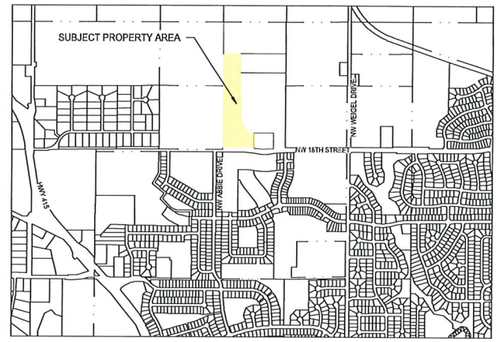
Owner

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 PARCEL A 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	PARCEL A 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

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McCLURE ENGINEERING Co
building strong communities.

1360 NW 121ST. Street
Clive, Iowa 50325
515-964-1229
fax 515-964-2370

NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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

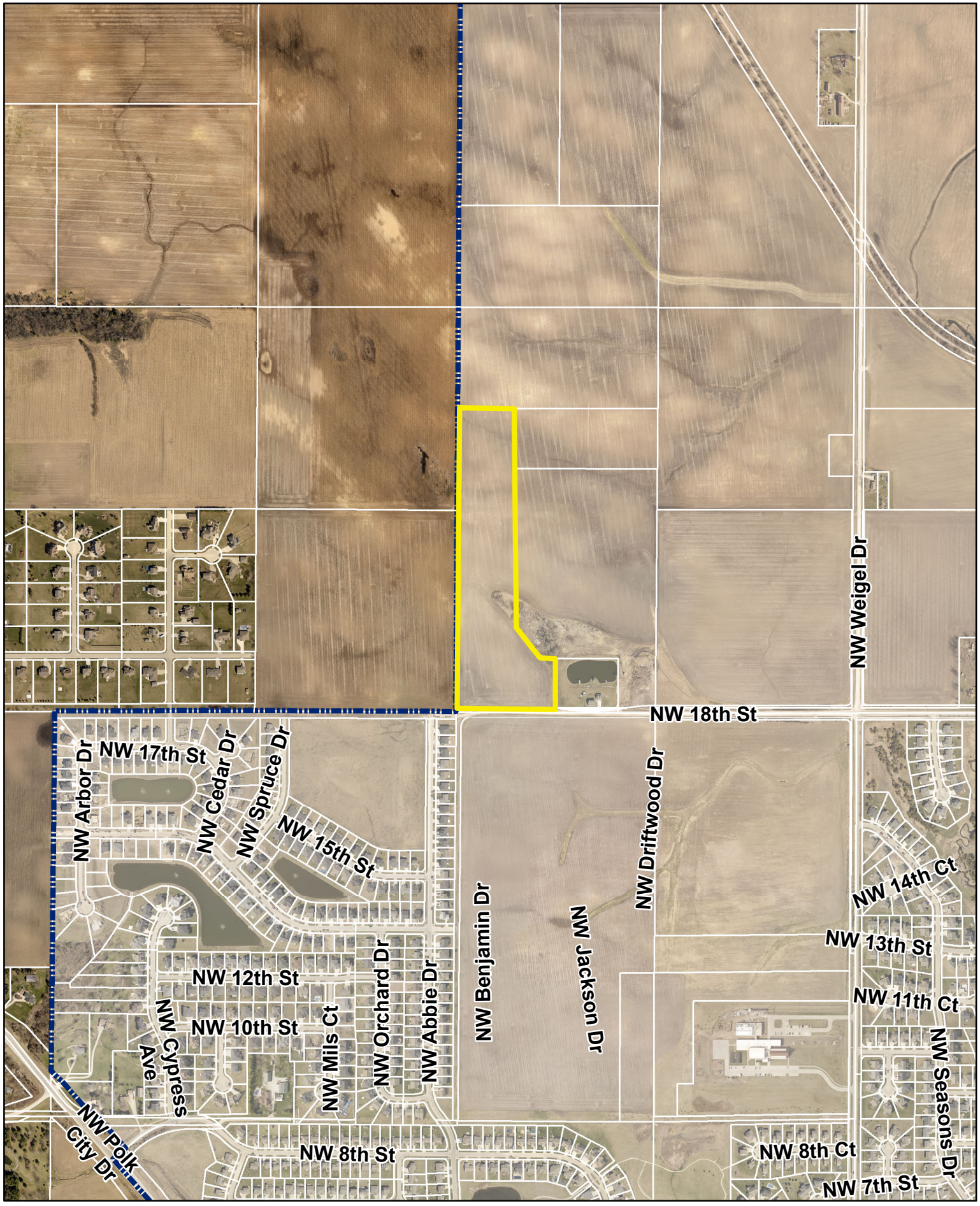
GROVE VIEW PUD
REZONING EXHIBIT

ANKENY, IOWA
20218009
JANUARY 2022

REVISIONS
2/16/2022

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

2/16/2022 10:47 AM
N:\Projects\ANK\20218009\Dwgs\Exhibits\Rezoning\r18079f_Rezoning Exhibit.dwg



N

1 inch = 800 feet

Date: 2/15/2022

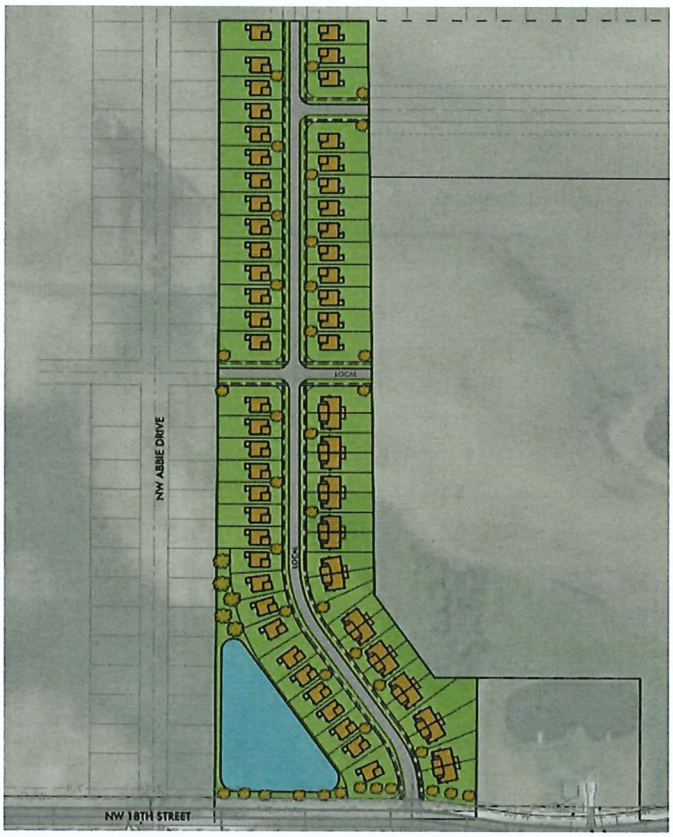
Grove View PUD

Ankeny

bringing it all together.

GROVE VIEW

PLANNED UNIT DEVELOPMENT
CITY OF ANKENY



PREPARED BY:

McCLURE™
ENGINEERING Co.

PREPARED ON:
01/03/2022

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

RECEIVED
MAR 11 2022
CITY OF ANKENY

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date March 22, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter
Chairperson
R. Fuglsang
Secretary

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McCLURE™
ENGINEERING CO.

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

www.mecresults.com

01/22/2022

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

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

Jake Becker, PE
Project Manager

Cc: ATI Group

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

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:

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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.

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 (ACRES)	PARKLAND REQUIRED (%)	PARKLAND REQUIRED (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:

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.

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

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

NOTICE:
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MASTER PLAN
COVER SHEET

NORTH

0 50' 100' 200'
GRAPHIC SCALE

GROVE VIEW PUD
MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
3/11/2022
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ENGINEER: J BECKER
DRAWN BY: C SMITH
CHECKED BY: J BECKER
FIELD BOOK NO.: -
DRAWING NO.: MP-01
SHEET NO.: 1 / 5

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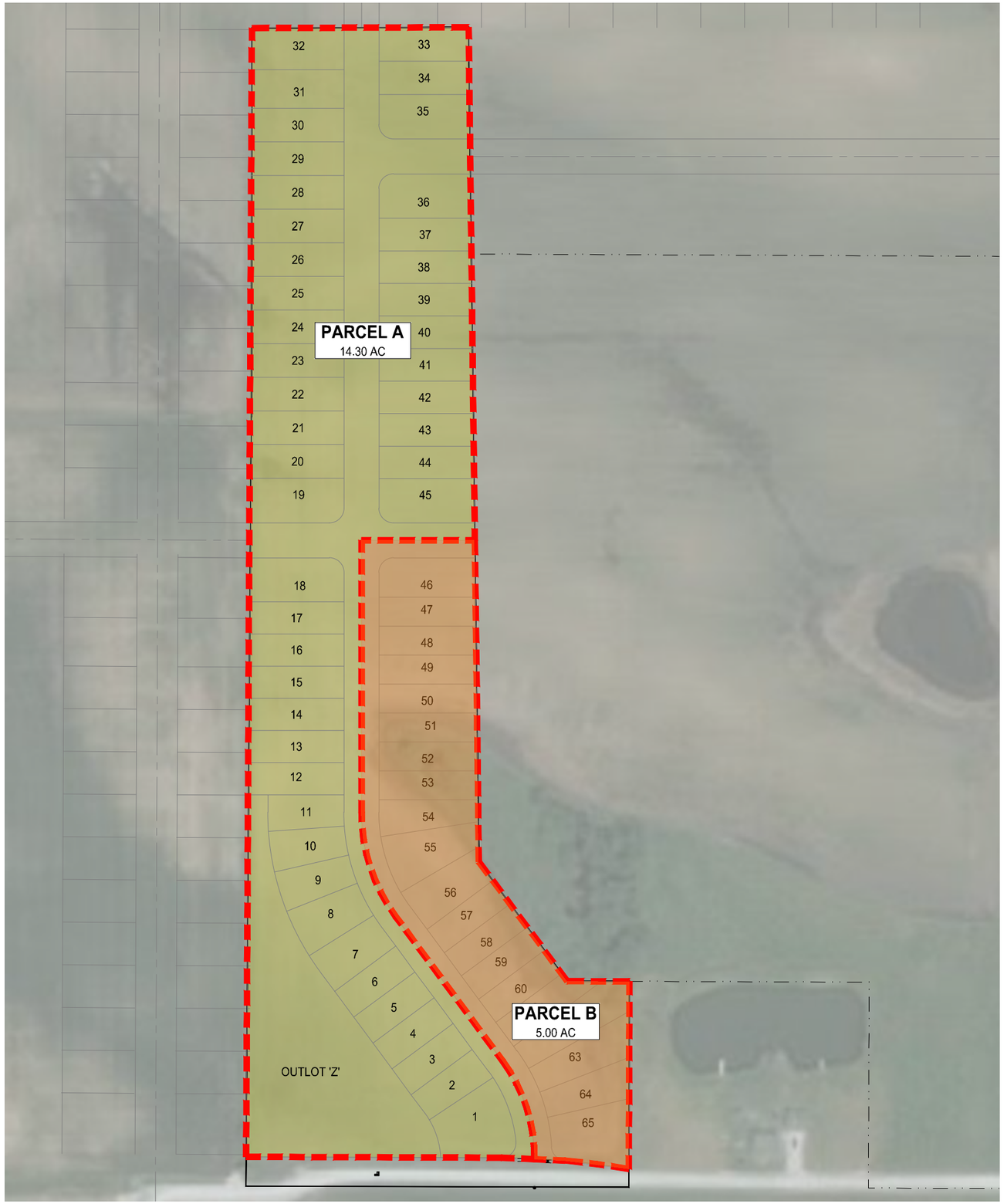

GROVE VIEW LAND USE PLAN

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

1. ROW ACQUISITION FOR 18TH STREET CONSTRUCTION IS NOT INCLUDED IN THESE AREAS.
2. 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.
3. 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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PROPOSED
LAND USE PLAN

NORTH

0 50' 100' 200'
GRAPHIC SCALE

GROVE VIEW PUD
MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
3/11/2022
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ENGINEER: J BECKER
DRAWN BY: C SMITH
CHECKED BY: J BECKER
FIELD BOOK NO.: -
DRAWING NO.: MP-02
SHEET NO.: 2 / 5

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EXISTING CONDITIONS

NORTH

0 50' 100' 200'
GRAPHIC SCALE

GROVE VIEW PUD MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
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J BECKER	C SMITH
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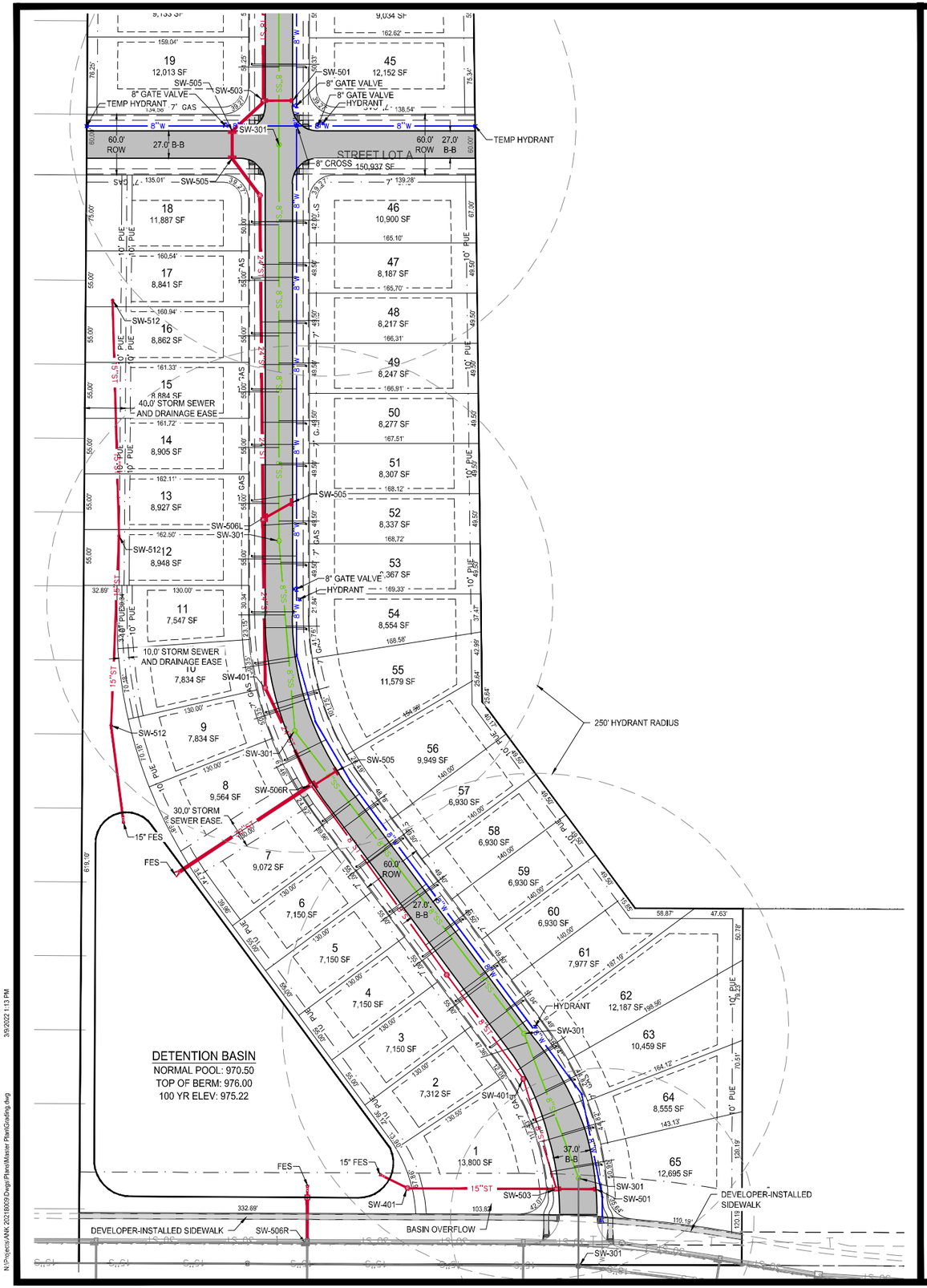

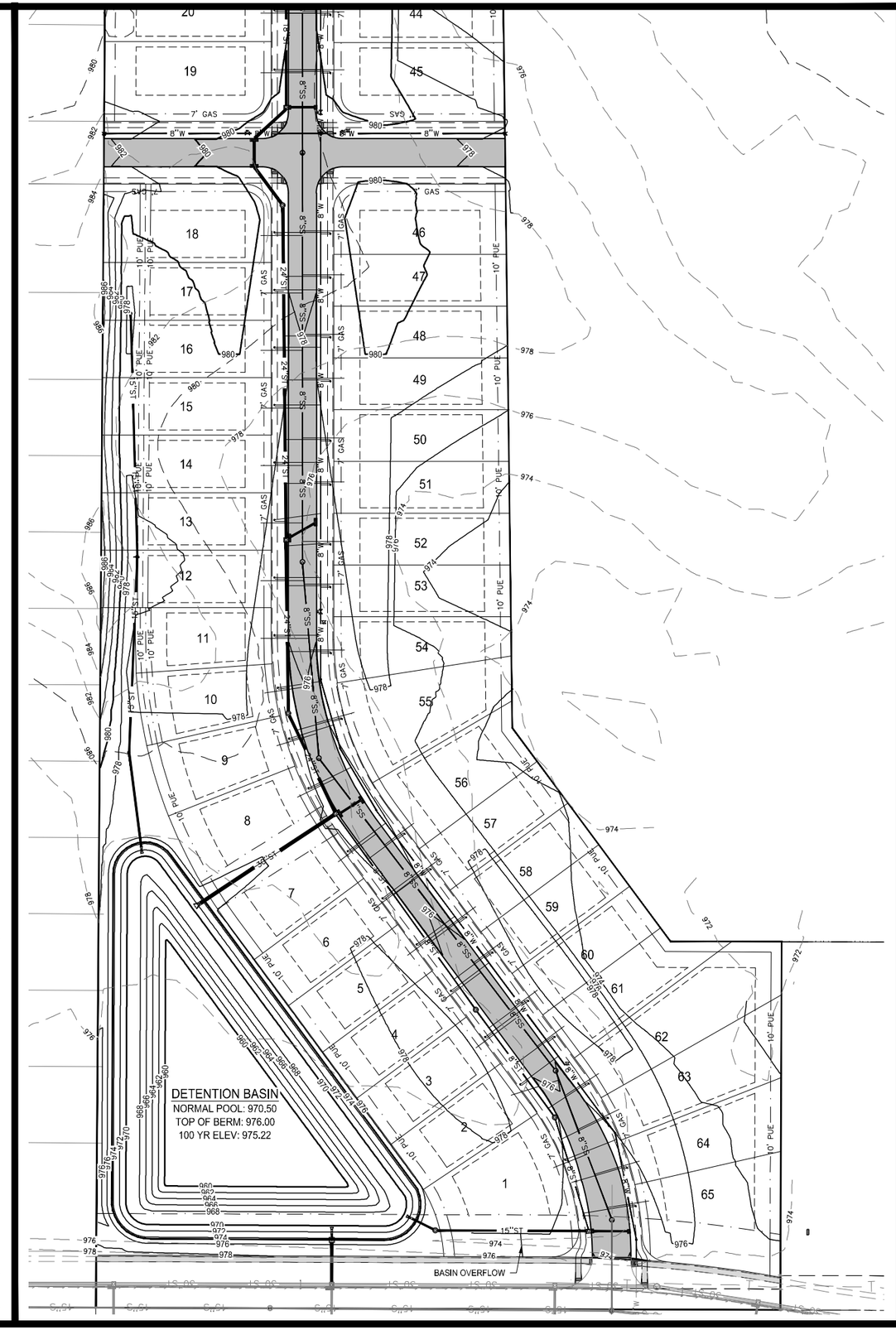

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GENERAL LAYOUT AND GRADING PLAN

NORTH

0 30' 60' 120'
GRAPHIC SCALE

GROVE VIEW PUD MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

REVISIONS
2/25/2022
3/11/2022
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ENGINEER	DRAWN BY
J BECKER	C SMITH
CHECKED BY	FIELD BOOK NO.
J BECKER	-
DRAWING NO.	SHEET NO.
GN-01	4 / 5

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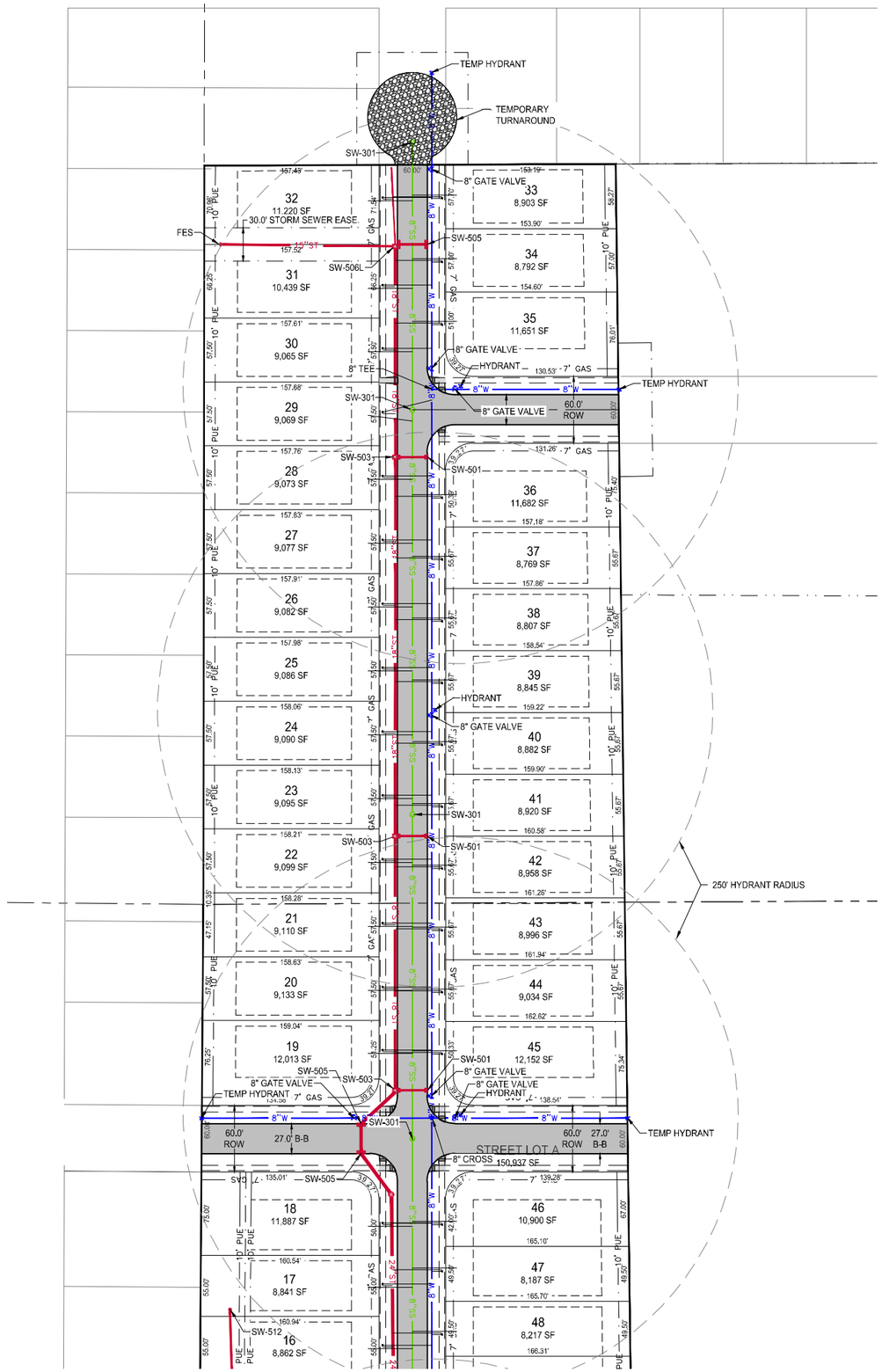

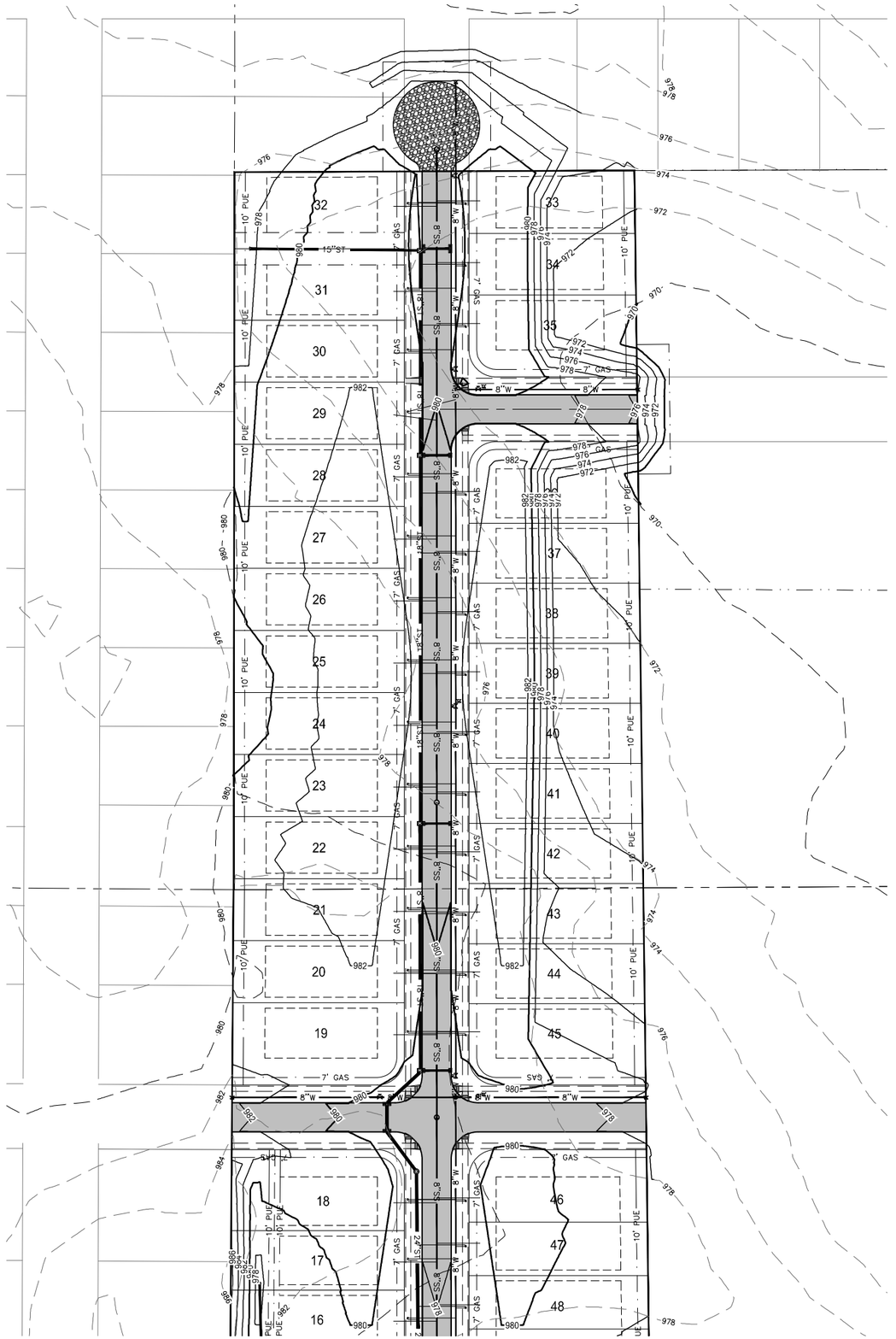

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GENERAL LAYOUT AND GRADING PLAN

NORTH

0 30' 60' 120'
GRAPHIC SCALE

GROVE VIEW PUD MASTER PLAN

ANKENY, IA
20218009
JANUARY 7, 2022

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ENGINEER: J BECKER
DRAWN BY: C SMITH
CHECKED BY: J BECKER
FIELD BOOK NO.: -
DRAWING NO.: GN-02
SHEET NO.: 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

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www.mecresults.com

01/22/2022

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

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

Jake Becker, PE
Project Manager

Cc: ATI Group

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa 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.)

EXECUTIVE SUMMARY:

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

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution setting a public hearing for 6/6/22 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
Exhibit A

RESOLUTION

A RESOLUTION 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

WHEREAS, The Ankeny City Council and Polk City City Council have a long-standing agreement establishing an annexation agreement boundary regarding the future annexation of unincorporated land between Ankeny and Polk City; and

WHEREAS, said policy is not intended to serve as a basis or impetus for involuntary annexation action, but to provide property owners, Ankeny and Polk City with a tool for planning logical, orderly growth; and

WHEREAS, the City Council now deems it necessary to provide for notice and hearing on the renewal of the 28E agreement regarding the Annexation Agreement Boundary between the City of Ankeny, Iowa and the City of Polk City, Iowa.

WHEREAS, the 28E agreement establishes that the cities of Ankeny and Polk City agree that no voluntary or involuntary annexations will be undertaken south or east of the annexation agreement line by Polk City, or north or west of the annexation agreement line by Ankeny. Said annexation agreement line shall be described as follows;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa as follows:

1. That the 28E Agreement regarding the annexation boundary between the City of Ankeny, Iowa and the City of Polk City, Iowa shall be heard by the City Council of the City of Ankeny.

2. That said public hearing by the City Council is set for 5:30 p.m. on the 6th day of June, 2022, in the Council Chambers, second floor, 1250 SW District Drive, Ankeny, Iowa.

3. That the City Clerk is authorized and directed to publish notice of such at least 30 days prior to said hearing.

Passed this 18th day of April, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE OF A PUBLIC HEARING
REGARDING A 28E AGREEMENT RENEWING AN ANNEXATION AGREEMENT BOUNDARY BETWEEN THE CITY OF ANKENY, IOWA AND THE CITY OF POLK CITY, IOWA

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, is considering a 28E agreement to renew an Annexation Agreement Boundary between the City of Ankeny, Iowa and the City of Polk City, Iowa.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed agreement renews an agreement establishing that the cities of Ankeny and Polk City agree that no voluntary or involuntary annexations will be undertaken south or east of the annexation agreement line by Polk City, or north or west of the annexation agreement line by Ankeny. Said annexation agreement line shall be described as follows;

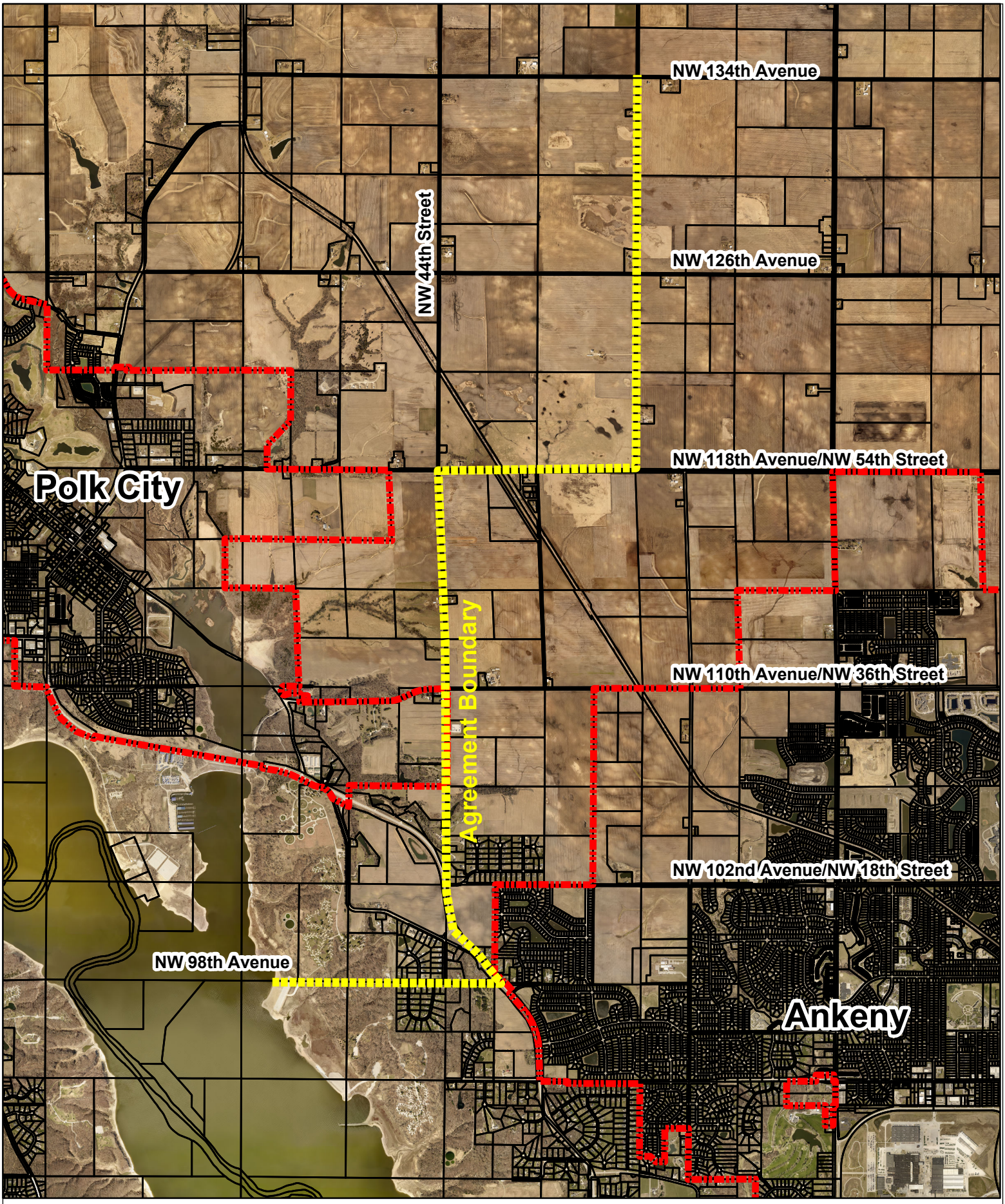
> A line beginning at a point at the southwest corner of the Northwest 1/4 of Section 18, Township 80 North, Range 24 West, thence east and along the centerline of NW 98th Avenue to its intersection with NW Polk City Drive (State Highway 415); thence northwesterly along the centerline of NW Polk City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

NOTICE IS FURTHER GIVEN that the City Council will meet at 5:30 P.M. on the 6th day of June, 2022 in the Council Chambers, Second Floor, 1250 SW District Drive, Ankeny, Iowa, to consider said 28E Agreement, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

DATED this 18th day of April, 2022.

_____
Michelle Yuska, City Clerk

Published in the Des Moines Register on the _____ day of _____, 2022.



city of Ankeny
bringing it all together

N

1 inch = 3,330 feet

Ankeny - Polk City Annexation Agreement Boundary

Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1751
(515)963-3550 - (515)963-3535 fax
www.ankenyiowa.gov

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 10.

EXECUTIVE SUMMARY:

DRA Properties has proposed the final plat, Vintage Business Park at Prairie Trail Plat 10. The plat area is located north of the intersection of SW Vintage Parkway and SW Magazine Road. It is a 9.99-acre re-plat of Outlot X, Vintage Business Park at Prairie Trail Plat 7. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved March 7, 2021. The purpose of this plat is to create seven buildable lots and two outlots for storm water management and parking and ingress/egress. Public water main and public sanitary sewer extensions are shown in the public improvements plan for this plat. A traffic note on the plat states, “The Developer shall be responsible for any recommendations from the City approved traffic study.”

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Community Development Director administratively approved the plat on April 12, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Final Plat
Staff Report
Aerial Map
Applicant Letter

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS AND SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL FOR VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

WHEREAS, the Director of Community Development of the City of Ankeny, Iowa, administratively approved the final plat for Vintage Business Park at Prairie Trail Plat 10 on the 12th day of April 2022.

WHEREAS, the attorney's title opinion has been submitted and approved by the City Engineer of the City of Ankeny, Iowa.

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

1. That the final plat for Vintage Business Park at Prairie Trail Plat 10 is hereby approved;
2. That the Public Utility Easement, Public Water Main Easement, Public Sanitary Sewer Easement, Public Storm Sewer Easement, Public Ingress/Egress Easement, and Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement are hereby accepted;
3. That the subdivision bond for seeding and erosion control is hereby accepted.

PASSED AND APPROVED this 18th day of April 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

FINAL PLAT

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA **CITY:** ANKENY

LOCATION:
OUTLOT X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7

REQUESTED BY & PROPRIETOR: DRA PROPERTIES, LC
c/o TARA MEREDITH
1515 NE 36TH STREET
ANKENY, IOWA 50021
PHONE: (515) 965-5251

SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306

SURVEY COMPANY: NILLES ASSOCIATES, INC.

RETURN TO: ADAM D. SCHOEPPNER, PLS
NILLES ASSOCIATES, INC.
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023 PH: (515) 965-0123

I hereby grant administrative approval of the final plat for Vintage Business Park at Prairie Trail Plat 10 as set forth in the Prairie Trail Planned Unit Development Vintage Business Park at Prairie Trail Neighborhood Plan.

CITY OF ANKENY, IA

Eric Jensen, Director
Community Development Department

ATTEST:

Brenda Fuglsang 4-12-2022
Brenda Fuglsang Date
Administrative Assistant

CERTIFICATION

LICENSED PROFESSIONAL LAND SURVEYOR
ADAM D. SCHOEPPNER
26306
IOWA

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.

Signature: Adam D. Schoeppner 4/11/2022

Name: Adam D. Schoeppner, P.L.S. No. 26306 Date

My license renewal date is December 31, 2023 Date of survey: 09/10/21

Pages or sheets covered by this seal: Sheets FP-1 and FP-2 only

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

LEGAL DESCRIPTION

That part of Outlot X, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 7, an official plat, located in the City of Ankeny, Polk County, Iowa; and being more particularly described as follows:

Beginning at the southeast corner of Lot 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9, an official plat, located in the City of Ankeny, Polk County, Iowa; thence North 26 degrees 07 minutes 22 seconds East, along the easterly line of said Lot 2, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9, distance of 235.36 feet; thence North 34 degrees 37 minutes 26 seconds West, continuing along said easterly line of Lot 2, a distance of 57.13 feet; thence North 07 degrees 05 minutes 39 seconds West, continuing along said easterly line of Lot 2, a distance of 123.12 feet; thence North 12 degrees 20 minutes 20 seconds East, continuing along said easterly line of Lot 2, a distance of 56.04 feet; thence South 85 degrees 12 minutes 30 seconds East, continuing along said easterly line of Lot 2, a distance of 74.63 feet; thence North 00 degrees 02 minutes 20 seconds West, continuing along said easterly line of Lot 2, a distance of 206.42 feet, to the north line of said Outlot X; thence North 89 degrees 57 minutes 40 seconds East, along said north line of Outlot X, a distance of 584.74 feet, to the east line of said Outlot X; thence South 13 degrees 00 minutes 07 seconds East, along said east line of Outlot X, a distance of 498.97 feet, to the south line of said Outlot X; thence South 77 degrees 00 minutes 39 seconds West, a distance of 275.65 feet; thence southwesterly 335.70 feet along a curve to the left, tangent to the last described line, continuing along said south line of Outlot X, having a radius of 433.00 feet, a delta angle of 44 degrees 25 minutes 13 seconds and a chord distance of 327.35 feet which bears South 54 degrees 48 minutes 03 seconds West; thence South 32 degrees 35 minutes 27 seconds West, tangent to the last described curve, continuing along said south line of Outlot X, a distance of 26.52 feet; thence South 77 degrees 03 minutes 01 second West, a distance of 35.02 feet; thence northwesterly 129.06 feet along a curve to the left, not tangent to the last described line, continuing along said south line of Outlot X, having a radius of 3050.50 feet, a delta angle of 02 degrees 25 minutes 27 seconds and a chord distance of 129.05 feet which bears North 59 degrees 42 minutes 07 seconds West; thence northwesterly 157.90 feet along a curve to the left, tangent to the last described curve, continuing along said south line of Outlot X, having a radius of 1048.00 feet, a delta angle of 08 degrees 37 minutes 57 seconds and a chord distance of 157.75 feet which bears North 65 degrees 13 minutes 49 seconds West, to said easterly line of Lot 2 and the Point of Beginning.

Containing 9.99 acres more or less.

Said parcel is subject to all easements and restrictions.

SURVEY NOTES

1. Land area : 9.99 acres
2. Vintage Business Park at Prairie Trail Plat 10 is part of the Vintage Business Park at Prairie Trail Neighborhood Plan approved by the City of Ankeny.
3. Outlot X shall be owned and maintained by the developer.
4. A Public Ingress / Egress Easement shall encompass all of Outlot X & Y.
5. Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement shall encompass all of Outlot X.
6. Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (I.E., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation.
7. The north line of Outlot X, Vintage Business Park at Prairie Trail Plat 7, is assumed to bear North 89 degrees 57 minutes 40 seconds East..
8. The post-construction volume of the detention basin (Outlot X) will need to be verified and provided to the City before a final Certificate of Occupancy (CO) can be issued for the last of the 7 Lots to be developed.
9. 5' sidewalks are required on the north side of SW Magazine.
10. The Developer shall be responsible for any recommendations from the City approved traffic study.

LEGEND

●	Found monument 5/8" IR with red cap #18530 unless otherwise noted
⊕	Found monument 5/8" IR with blue cap #26306 unless otherwise noted
○	Set monument 5/8" IR with blue cap #26306 unless otherwise noted
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
E.E.	Electric Easement
M.E.C.	MidAmerican Energy Company Underground Electric Easement
P.U.E.	Public Utility Easement
S.S.E.	Sanitary Sewer Easement
S.T.S.E.	Storm Sewer Easement
W.E.	Water main Easement
D.E.	Drainage Easement
S.W.M.F.C.	Storm Water Management Facility Maintenance Covenant And Permanent Easement
S.W.E.	Sidewalk Easement
S.W.F.E.	Surface Water Flowage Easement
I.E.E.	Ingress / Egress Easement
(R)	Record dimension
R.O.W.	Right - of- way
———	Subject boundary line
———	Proposed boundary line
- - - - -	Proposed easement line
——— · ———	Existing boundary line
- - - - -	Existing easement line

BENCHMARK

1. Top of rim of the sanitary sewer manhole located in the curb island, west of the intersection of SW Magazine Road and SW State Street. Elevation = 962.10 feet (NAVD88)

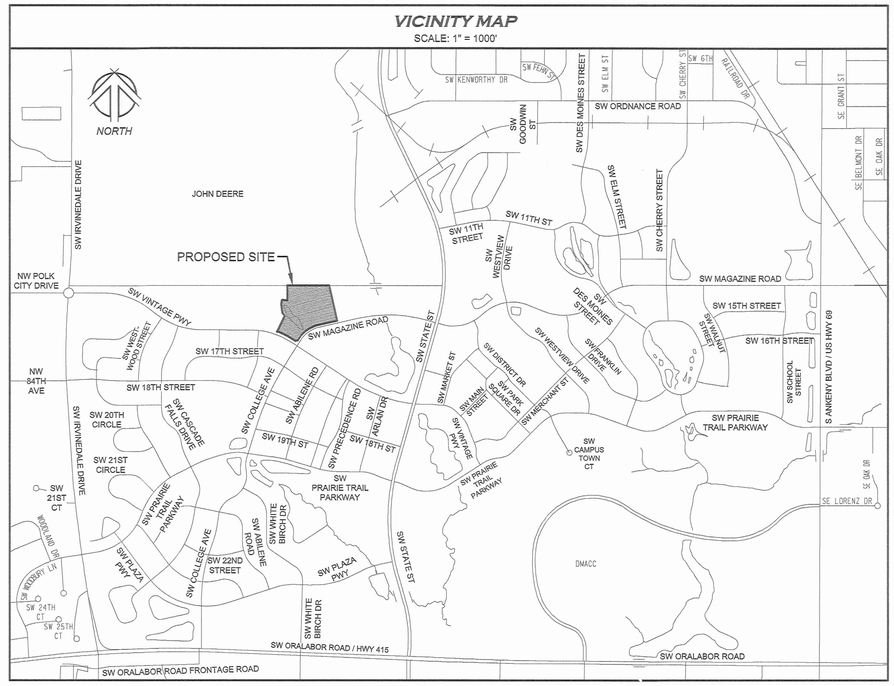
NORTH
40 0 20
SCALE

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	335.70'	433.00'	44°25'13"	327.35'	S54°48'03"W
C2	129.06'	3050.50'	2°25'27"	129.05'	N59°42'07"W
C3	157.90'	1048.00'	8°37'57"	157.75'	N65°13'49"W
C4	76.66'	433.00'	10°08'36"	76.56'	S37°39'45"W
C5	83.72'	433.00'	11°04'42"	83.59'	S48°16'24"W
C6	138.36'	433.00'	18°18'31"	137.77'	S62°58'00"W
C7	36.95'	433.00'	4°53'24"	36.94'	S74°33'57"W
C8	153.48'	380.50'	23°06'41"	152.44'	N25°47'39"W
C9	17.46'	24.00'	41°41'33"	17.08'	S20°53'06"E
C10	24.33'	68.00'	20°29'49"	24.20'	N35°15'44"W

VICINITY MAP

SCALE: 1" = 1000'



NILLES ASSOCIATES
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

RECEIVED
APR 05 2022
CITY OF ANKENY

REVISIONS:
1) 02/07/22 CITY TECH REVIEW COMMENTS
2) 03/17/22 CITY TECH REVIEW COMMENTS
3) 04/01/22 CITY TECH REVIEW COMMENTS
4)
5)
6)
7)

NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR ANY AND ALL PROBLEMS WHICH ARISE FROM FAILURE TO THESE PLANS EXACTLY AS PREPARED BY THE ENGINEERING FIRM. IF THE ENGINEERING FIRM IS NOT CONVEY, OR TO OBTAIN AND/OR FOLLOW THE ENGINEERS RECOMMENDATIONS. THE ENGINEERING FIRM OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10
ANKENY, IOWA

DESCRIPTION: FINAL PLAT

NAI NO.:	21241
DATE:	01/21/22
DRAWN BY:	TJH
CHECKED BY:	ADS
SCALE:	AS NOTED
SHEET TITLE:	FP-1
SHEET NO.:	1/2

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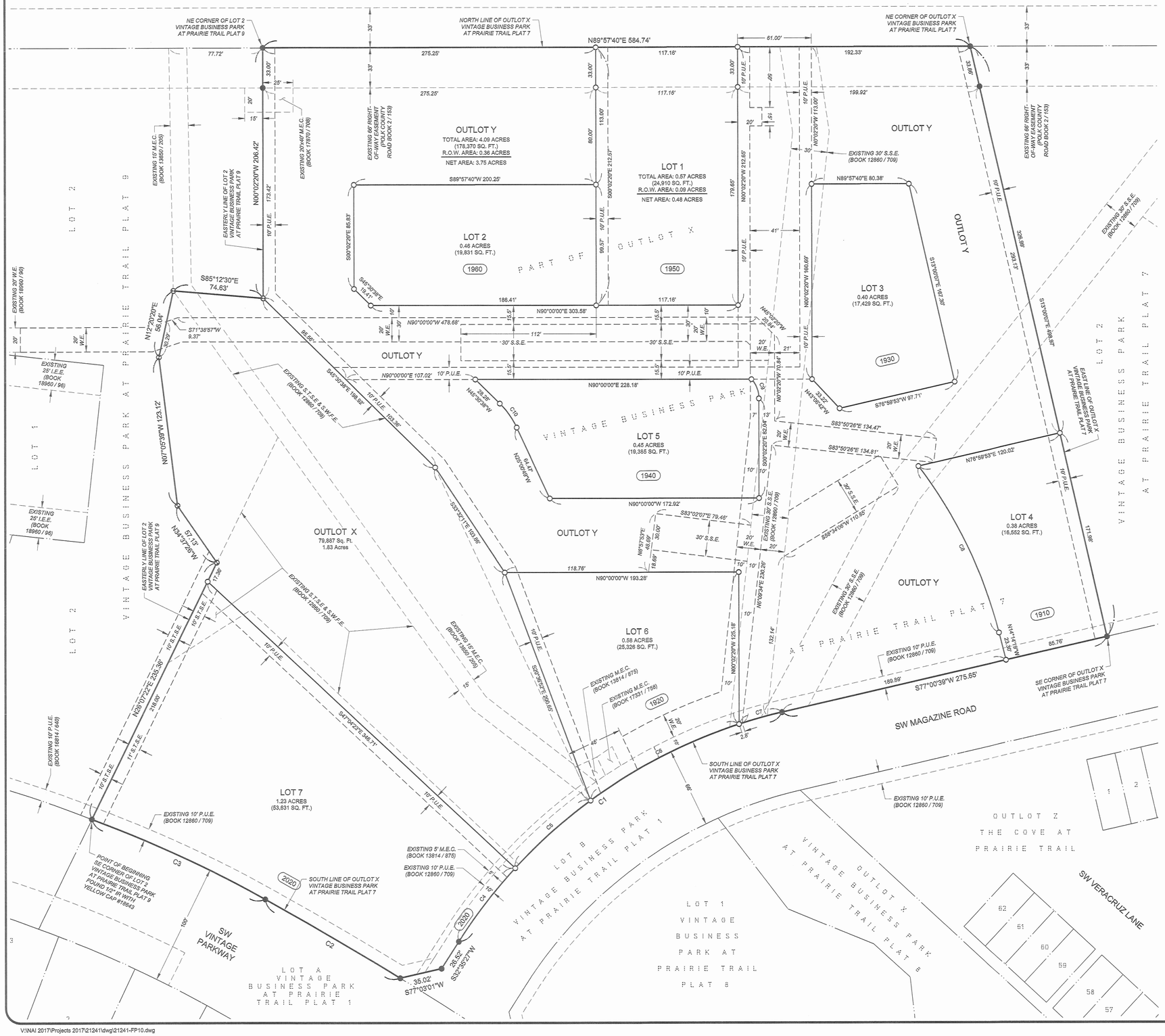
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

FINAL PLAT



NORTH

40 0 20

SCALE

LEGEND

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	Proposed boundary line
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	Existing easement line

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Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
1) 10/07/2022 CITY TECH REVIEW COMMENTS
2) 10/31/2022 CITY TECH REVIEW COMMENTS
3) 11/04/2022 CITY TECH REVIEW COMMENTS
4)
5)
6)
7)

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY RESPONSIBILITY FOR ANY PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEERS INTENT THEY CONVEY, OR TO OBTAIN AND/OR FOLLOW THE ENGINEERS OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

DESCRIPTION: FINAL PLAT

NAI NO.:	21241
DATE:	01/21/22
DRAWN BY:	TJH
CHECKED BY:	ADS
SCALE:	AS NOTED
SHEET TITLE:	FP-2
SHEET NO.:	2/2

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City Council
Staff Report

Meeting Date: April 18, 2022

Agenda Item: Vintage Business Park at Prairie Trail Plat 10
Report Date: April 12, 2022
Prepared by: Deb Gervais, AICP
Senior Planner

Staff Recommendation

That the final plat for Vintage Business Park at Prairie Trail Plat 10 be approved.

Project Report

DRA Properties has proposed the final plat, Vintage Business Park at Prairie Trail Plat 10. The plat area is located north of the intersection of SW Vintage Parkway and SW Magazine Road. It is a 9.99-acre re-plat of Outlot X, Vintage Business Park at Prairie Trail Plat 7. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved March 7, 2021. The purpose of this plat is to create seven buildable lots and two outlots for storm water management and parking and ingress/egress. Public water main and public sanitary sewer extensions are shown in the public improvements plan for this plat. A traffic note on the plat states, "The Developer shall be responsible for any recommendations from the City approved traffic study."

N

1 inch = 300 feet

Date: 2/22/2022

Vintage Business Park at Prairie Trail Plat 10

Ankeny
bringing it all together.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

February 28, 2022

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

RE: Vintage Business Park at Prairie Trail Plat 10 & Site Plan Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, LC, we are pleased to submit the Site Plan and Final Plat for Vintage Business Park at Prairie Trail Plat 10. The site is located north of SW Magazine Road and just east of SW Vintage Parkway. The Final Plat creates 7 lots on 9.01 acres along with two outlots for shared parking and regional detention. Lots 1-6 will create an office campus consistent with the approved Vintage Business Park at Prairie Trail Neighborhood Plan.

The site plan for Lot 1 consists of an 11,500 square feet multi-tenant office building and associated site improvements. This initial phase will construct 58 of the approximate 350 total shared parking stalls within the overall project. The site includes landscaping and screening to meet City and Prairie Trail standards.

We would request your review and approval once we've addressed any comments you may have. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,

Adam D. Schoeppner
NILLES ASSOCIATES, INC.

RECEIVED
MAR 01 2022
CITY OF ANKENY

1250 SW State Street, Suite A · Ankeny, Iowa 50023 · (515) 965-0123 · (515) 965-3322 fax · nillesinc.com

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer for Vintage Business Park at Prairie Trail Plat 10.

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 AND SANITARY SEWER FOR VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10

WHEREAS, the plans and specifications for the construction of water main and sanitary sewer in Vintage Business Park at Prairie Trail Plat 10 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 Director of Community Development of the City of Ankeny, Iowa and the City Council have granted approval of the final plat for Vintage Business Park at Prairie Trail Plat 10.

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 18th day of April 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way, permanent drainage easement and temporary construction easement from Todd's Flying Service, Inc. on NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive.

FISCAL IMPACT: **??No**

The total compensation for the street right-of-way, permanent drainage easement and temporary construction easement is $92,000.00. The cost for the street right-of-way, permanent drainage easement and temporary construction easement is part of the project costs for the NE 36th Street Reconstruction

Project: Interstate 35 to NE Fourmile Drive included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the RESOLUTION accepting street right-of-way, permanent drainage easement and temporary construction easement from Todd's Flying Service, Inc. on NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Warranty Deed - Street Right-of-Way
Permanent Drainage Easement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF STREET RIGHT-OF-WAY, PERMANENT DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AT 2145 NE 36TH STREET FOR THE NE 36TH STREET RECONSTRUCTION PROJECT: INTERSTATE 35 TO NE FOURMILE DRIVE IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that street right-of-way, permanent drainage easement and temporary construction easement be granted by Todd's Flying Service, Inc. at 2145 NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way, permanent drainage easement and temporary construction easement necessary for the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way, permanent drainage easement and temporary construction easement from Todd's Flying Service, Inc. at 2145 NE 36th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Right-of-Way Plat, Permanent Drainage Easement and Temporary Construction Easement for the completion of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 18th day of April, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Todd's Flying Service, Inc., an Iowa corporation
2145 NE 36th Street
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached Acquisition Plat, Permanent Easement Exhibit, and Temporary Easement Exhibit, and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $92,000.00, calculated as follows:

Fee Title:	6,581 SF x $10.00/SF =	$ 65,800.00
Permanent Easement:	4,664 SF x $10.00/SF x 40% =	$ 18,660.00
Temporary Easement:	7,555 SF x $10.00/SF x 8% x 1.25 years =	$ 7,560.00
Other Considerations:	11,456 SF Underlying Fee Title	$ 0.00
Total Compensation:	(Rounded)	$ 92,000.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

10. Removal of Structure. The City and its contractors have the necessary Right of Entry for the removal of the existing structure partially located within the proposed Right-of-Way and easements. This work shall occur no earlier than April 1, 2022.

Dated at Ankeny, Iowa, this 9th day of March, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 9th day of March, 2022.

TODD'S FLYING SERVICE, INC.

By: _____
David A. Morse, as Receiver for Todd's Flying Service, Inc. in Polk County LACL136725

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
_____, City Clerk

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
Recorder's Cover Sheet

Preparer Information:
Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.
Phone: (515) 274-1450

Taxpayer Information:
City of Ankeny, Iowa, 410 W. First Street, Ankeny, IA 50023

Return Document To:
City of Ankeny, Iowa, 410 W. First Street, Ankeny, IA 50023

Grantors: Todd's Flying Service, Inc.

Grantees: City of Ankeny, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of Ten Dollar(s) and other valuable consideration, Todd's Flying Service, Inc., a corporation organized and existing under the laws of Iowa, does hereby Convey to City of Ankeny, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Polk County, Iowa:

THAT PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH 280 FEET OF PARCEL A; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 347.43 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 53.22 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 347.43 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 50.62 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.414 ACRES (18,037 SQ. FT.) MORE OR LESS, INCLUDING 0.263 ACRES (11,456 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.151 ACRES (6,581 SQ. FT.).

This deed is exempt according to Iowa Code 428A.2(6).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 9 March 2022.

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IowaDocs®

Todd's Flying Service, Inc., an Iowa corporation

By _____
David A. Morse, authorized agent in his capacity as court appointed Receiver for Todd's Flying Service, Inc. in Polk County LACL136725

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on 9 March 2022, by David A. Morse as Receiver for Todd's Flying Service, Inc., an Iowa corporation.

_____
Signature of Notary Public

NOTARIAL SEAL IOWA
WENDY YOUNG
Commission Number 715120
My Commission Expires
February 18, 2023

ACQUISITION PLAT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

TODD'S FLYING SERVICE INC
2145 NE 36TH ST
ANKENY, IA 50021-6858

LEGEND

- SUBJECT ACQUISITION AREA
- EXISTING BOUNDARY LINE
- EXISTING SECTION LINE
- EXISTING EASEMENT LINE
- FOUND MONUMENT AS NOTED
- SET MONUMENT 5/8" IR WITH RED CAP #18530
- IR — ROUND IRON REBAR (OUTSIDE DIAMETER)

NORTH

100 0 50

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848.

DESCRIPTION OF ACQUISITION AREA

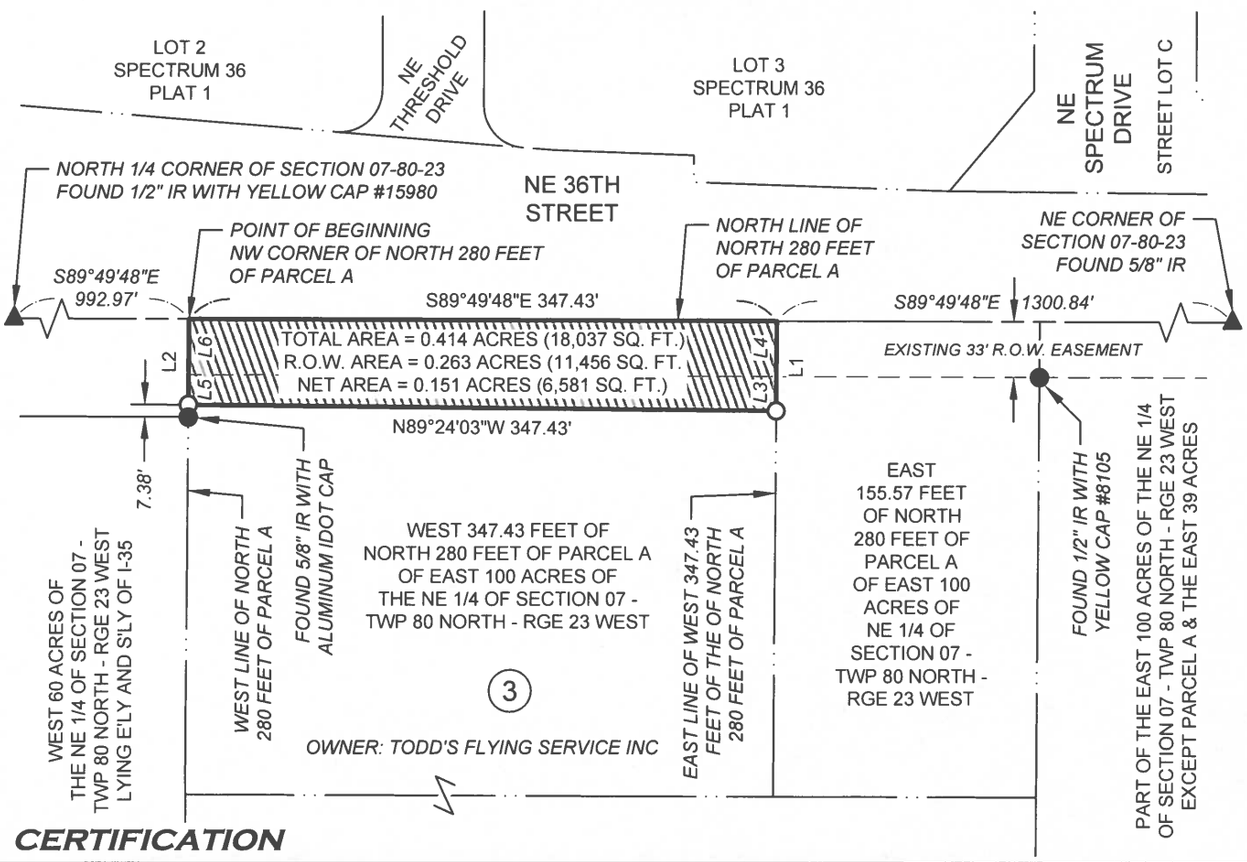
THAT PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH 280 FEET OF PARCEL A; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 347.43 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 53.22 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 347.43 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 50.62 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.414 ACRES (18,037 SQ. FT.) MORE OR LESS, INCLUDING 0.263 ACRES (11,456 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.151 ACRES (6,581 SQ. FT.) .

LINE TABLE

Line #	Direction	Length
L1	S0°16'12"W	53.22'
L2	N0°16'12"E	50.62'
L3	N0°16'12"E	20.22'
L4	N0°16'12"E	33.00'
L5	N0°16'12"E	17.62'
L6	N0°16'12"E	33.00'



CERTIFICATION

THAREN J. HELGERSON — LICENSED — 18530 — IOWA — PROFESSIONAL LAND SURVEYOR

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.

Signature: _____

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/24/21

Pages or sheets covered by this seal: This sheet only

NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION

LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA

NAI No.:	DRAWN BY:	DWG No.:
21236	TJH	1/1
DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: RW-03

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:
Name: Todd's Flying Service, Inc.
Address: 2145 NE 36th Street, Ankeny, IA 50021-6858
TRANSFEREE:
Name: City of Ankeny, Iowa
Address: 410 W. First Street, Ankeny, IA 50023

Address of Property Transferred:

Number and Street or RR, City, Town or P.O., State Zip

Legal Description of Property: (Attach if necessary)
THAT PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.414 ACRES (18,037 SQ. FT.) MORE OR LESS, INCLUDING 0.263 ACRES (11,456 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.151 ACRES (6,581 SQ. FT.).

1. **Wells (check one)**
   - ☒ There are no known wells situated on this property.
   - ☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.
2. **Solid Waste Disposal (check one)**
   - ☒ There is no known solid waste disposal site on this property.
   - ☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.
3. **Hazardous Wastes (check one)**
   - ☒ There is no known hazardous waste on this property.
   - ☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. **Underground Storage Tanks (check one)**
   - ☒ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
   - ☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.
5. **Private Burial Site (check one)**
   - ☒ There are no known private burial sites on this property.
   - ☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.
6. **Private Sewage Disposal System (check one)**
   - ☐ All buildings on this property are served by a public or semi-public sewage disposal system.
   - ☒ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
   - ☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
   - ☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
   - ☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
   - ☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
   - ☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
   - ☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

_____

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF

Signature: _____ Telephone No.: 515-243-7600

(Transferor)

David A. Morse in his capacity as Receiver for Todd's Flying Service, Inc.

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

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

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Drainage Easement ("Easement") is entered into this 9th day of March, 2022, by and between Todd's Flying Service, Inc., an Iowa corporation (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent drainage easement under, through, and across the following described real estate:

See Attached Permanent Easement Exhibit

That said 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 DRAINAGE

1. 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 structures placed or erected under, over, on, through, across, or within the Easement area.

2. 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.

3. 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.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other 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 for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

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.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 9th day of March, 2022.

TODD'S FLYING SERVICE, INC.

David A. Morse, authorized agent in his capacity as court appointed Receiver for Todd's Flying Service, Inc. in Polk County LACL136725

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 9th day of March, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared David A. Morse as Receiver for Todd's Flying Service, Inc.,

X to me personally known

or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)

WENDY YOUNG
Commission Number 715120
My Commission Expires
February 18, 2023

_____ (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
X OTHER: Court Appointed Receiver

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Todd's Flying Service, Inc.
_____
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

PERMANENT EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

TODD'S FLYING SERVICE INC
2145 NE 36TH ST
ANKENY, IA 50021-6858

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

60 0 30

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

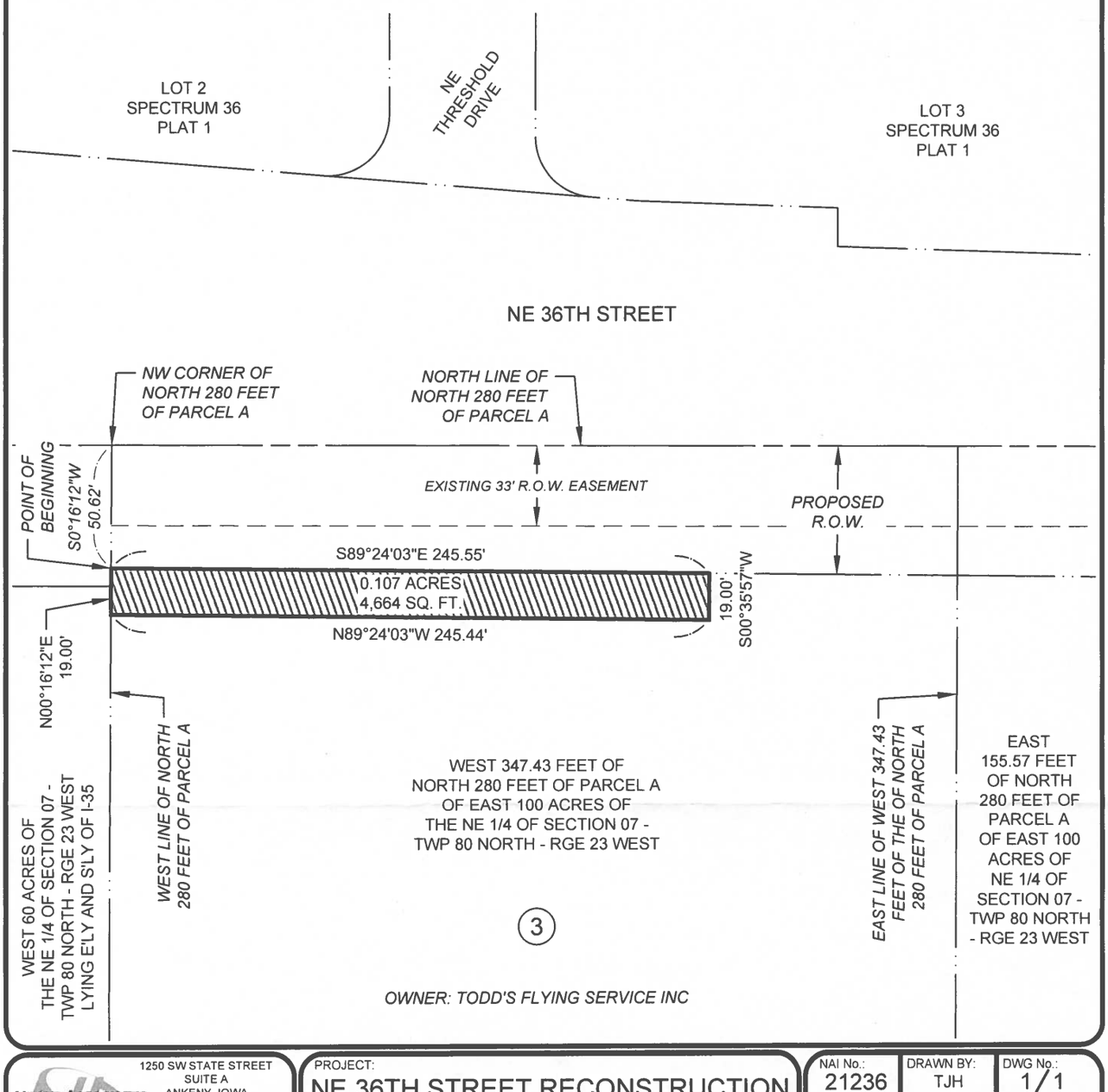
PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848.

DESCRIPTION OF PERMANENT EASEMENT AREA

THAT PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH 280 FEET OF PARCEL A; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 50.62 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 245.55 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 245.44 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 19.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.107 ACRES (4,664 SQ. FT.) MORE OR LESS.



NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:			
NE 36TH STREET RECONSTRUCTION			
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA			
NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1	
DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: PE-03	

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Todd's Flying Service, Inc., an Iowa corporation (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

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

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 9th day of March, 2022.

TODD'S FLYING SERVICE, INC.

David A. Morse, authorized agent in his capacity as court appointed Receiver for Todd's Flying Service, Inc. in Polk County LACL136725

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 9th day of March, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared David A. Morse as Receiver for Todd's Flying Service, Inc,

X to me personally known

or ____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) WENDY YOUNG Commission Number 715120 My Commission Expires February 18, 2023 _____ (Sign in Ink)

_____ (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
X OTHER: Court Appointed Receiver

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Todd's Flying Service, Inc.
_____
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

TODD'S FLYING SERVICE INC
2145 NE 36TH ST
ANKENY, IA 50021-6858

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

60 0 30

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

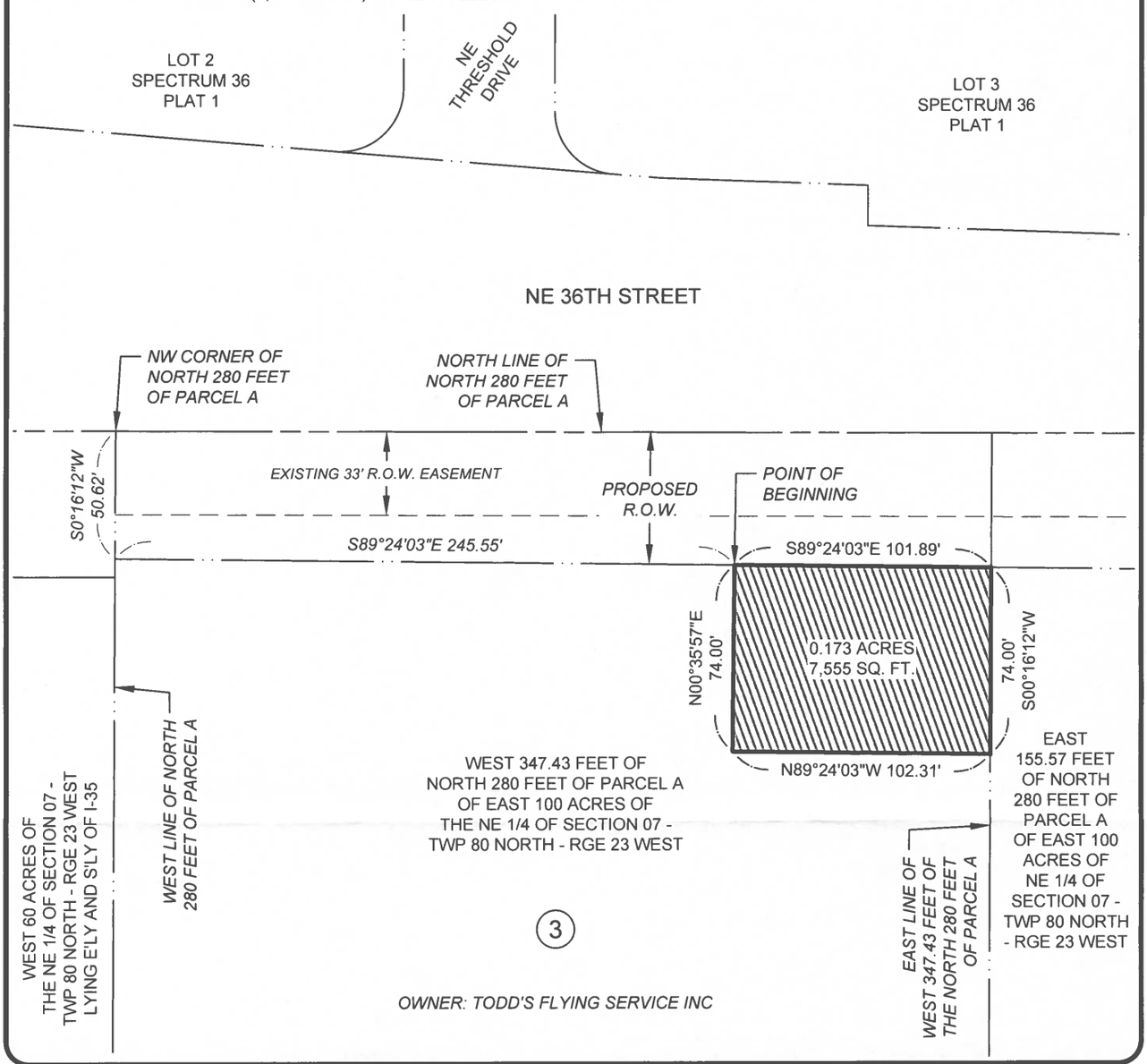
PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848.

DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH 280 FEET OF PARCEL A; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 50.62 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 245.55 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 101.89 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 74.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 102.31 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 74.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.173 ACRES (7,555 SQ. FT.) MORE OR LESS.



NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:	NAI No.:	DRAWN BY:	DWG No.:
NE 36TH STREET RECONSTRUCTION	21236	TJH	1/1
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA	DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: TE-03

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** 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)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from Edna M. Todd on NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive.

FISCAL IMPACT: **??No**

The total compensation for the street right-of-way and temporary construction easement is $42,200.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the RESOLUTION accepting street right-of-way and temporary construction easement from Edna M. Todd on NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Warranty Deed - Street Right-of-Way
Temporary Construction Easement

RESOLUTION 2022-XXXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT AT 2225 NE 36TH STREET FOR THE NE 36TH STREET RECONSTRUCTION PROJECT: INTERSTATE 35 TO NE FOURMILE DRIVE IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Edna M. Todd at 2225 NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way, and temporary construction easement necessary for the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way and temporary construction easement from Edna M. Todd at 2225 NE 36th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Right-of-Way Plat and Temporary Construction Easement for the completion of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 18th day of April, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Edna Mae Todd, aka Edna M. Todd, a surviving spouse
2225 NE 36th Street
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached Acquisition Plat and Temporary Easement Exhibit, and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $42,200.00, calculated as follows:

Fee Title:	3,398 SF x $11.00/SF =	$37,400.00
Permanent Easement:	0 SF x $11.00/SF x 50% =	$ 0.00
Temporary Easement:	4,391 SF x $11.00/SF x 8% x 1.25 years =	$ 4,830.00
Other Considerations:	5,140 SF Underlying Fee Title =	$ 0.00
Total Compensation:	(Rounded)	$42,200.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

10. Permanent Access Easement. As a part of the City of Ankeny's NE 36th Street Reconstruction project, your access will be relocated and constructed from Sta. 93+28 to Sta. 94+50, approximately 120' east to a signalized intersection. Access will be provided

by a permanent access easement being acquired from Otter Creek Land & Cattle, LC. Said easement is to provide access solely to your property.

Dated at Ankeny, Iowa, this 28 day of February, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 28 day of Feb, 2022

By: _____
Edna Mae Todd aka Edna M. Todd

By: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
_____, City Clerk

WARRANTY DEED
Recorder's Cover Sheet

Preparer Information:
Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.
Phone: (515) 274-1450

Taxpayer Information:
City of Ankeny, Iowa, 410 W. First Street, Ankeny, IA 50023

Return Document To:
City of Ankeny, Iowa, 410 W. First Street, Ankeny, IA 50023

Grantors: Edna M. Todd

Grantees: City of Ankeny, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED

For the consideration of Ten Dollar(s) and other valuable consideration, Edna M. Todd, a single person, does hereby Convey to City of Ankeny, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Polk County, Iowa:

THAT PART OF THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 59.39 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 34.49 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 116.99 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 53.22 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 155.57 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.196 ACRES (8,538 SQ. FT.) MORE OR LESS, INCLUDING 0.118 ACRES (5,140 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.078 ACRES (3,398 SQ. FT.).

This deed is exempt according to Iowa Code 428A.2(6).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: Feb 28th 2022

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IowaDocs®

Edna M. Todd

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on February 28, 2022, by Edna M. Todd.

Signature of Notary Public

PHIL SPORRER
Commission Number 756444
My Commission Expires
January 7, 2024

ACQUISITION PLAT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

EDNA M TODD
2225 NE 36TH ST
ANKENY, IA 50021-6859

LEGEND

- SUBJECT ACQUISITION AREA
- EXISTING BOUNDARY LINE
- EXISTING SECTION LINE
- EXISTING EASEMENT LINE
- FOUND MONUMENT AS NOTED
- SET MONUMENT 5/8" IR WITH RED CAP #18530
- IR — ROUND IRON REBAR (OUTSIDE DIAMETER)

NORTH

60 0 30

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

PART OF THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848.

DESCRIPTION OF ACQUISITION AREA

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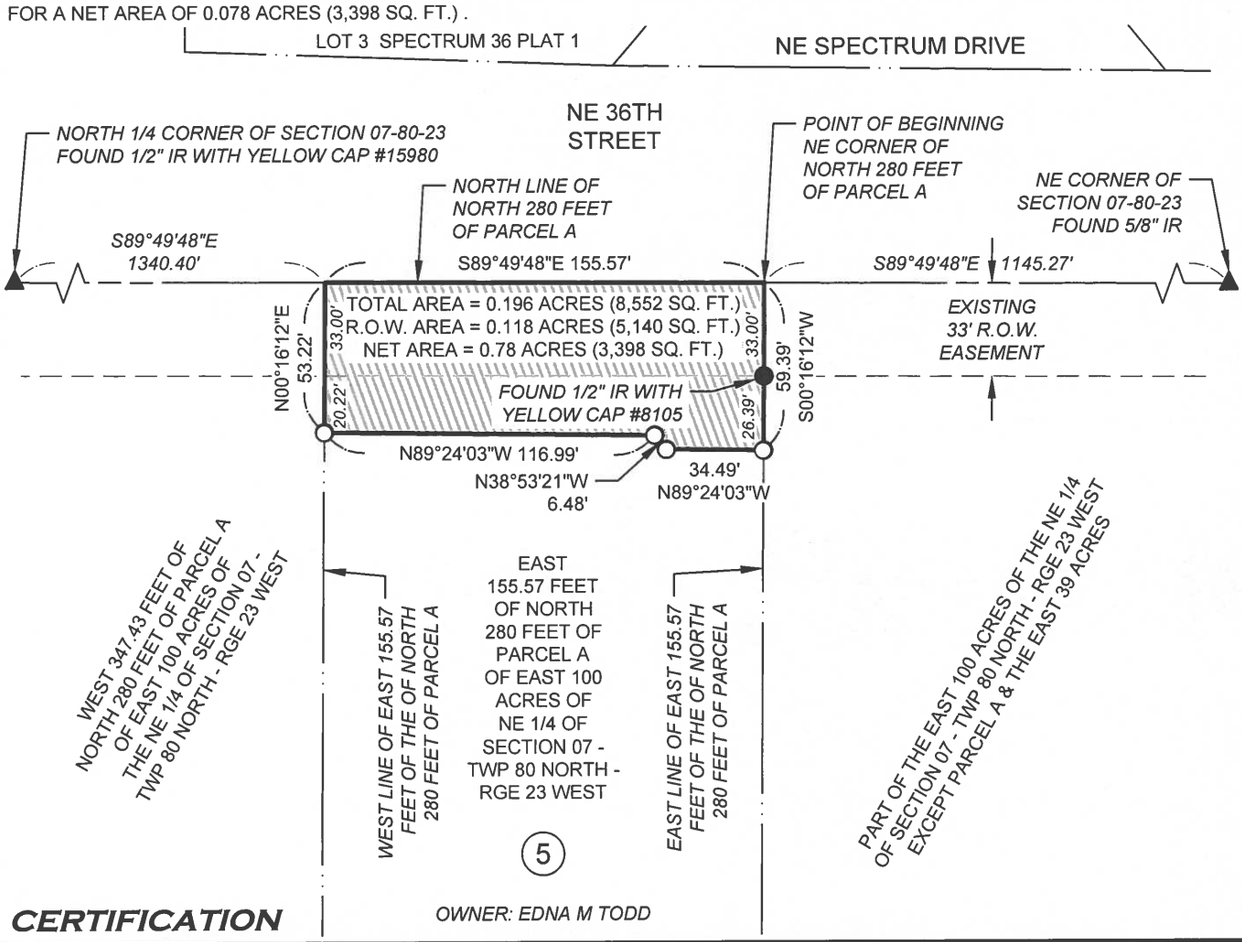
CONTAINING 0.196 ACRES (8,538 SQ. FT.) MORE OR LESS, INCLUDING 0.118 ACRES (5,140 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.078 ACRES (3,398 SQ. FT.) .



CERTIFICATION

THAREN J. HELGERSON LICENSED 18530 PROFESSIONAL LAND SURVEYOR IOWA

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.

Signature: _____

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/24/21

Pages or sheets covered by this seal: This sheet only

NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION		
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA		
NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1
DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: RW-05

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:
Name: Edna M. Todd
Address: 2225 NE 36th Street, Ankeny, IA 50021-6859
TRANSFEREE:
Name: City of Ankeny, Iowa
Address: 410 W. First Street, Ankeny, IA 50023

Address of Property Transferred:

Number and Street or RR, City, Town or P.O., State Zip

Legal Description of Property: (Attach if necessary)
THAT PART OF THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.196 ACRES (8,538 SQ. FT.) MORE OR LESS, INCLUDING 0.118 ACRES (5,140 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.078 ACRES (3,398 SQ. FT.).

1. **Wells (check one)**
   - ☒ There are no known wells situated on this property.
   - ☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.
2. **Solid Waste Disposal (check one)**
   - ☒ There is no known solid waste disposal site on this property.
   - ☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.
3. **Hazardous Wastes (check one)**
   - ☒ There is no known hazardous waste on this property.
   - ☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1,

attached to this document.

4. **Underground Storage Tanks (check one)**
   - ☒ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
   - ☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.
5. **Private Burial Site (check one)**
   - ☒ There are no known private burial sites on this property.
   - ☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.
6. **Private Sewage Disposal System (check one)**
   - ☐ All buildings on this property are served by a public or semi-public sewage disposal system.
   - ☒ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
   - ☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
   - ☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
   - ☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
   - ☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
   - ☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
   - ☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

_____

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: Edna Todd (Transferor) Telephone No.: 515-490-1467

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Edna Mae Todd, aka Edna M. Todd, a surviving spouse (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

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

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28 day of Feb, 2022.

Edna Mae Todd

~~Edna~~ Mae Todd aka Edna M. Todd

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28 day of February, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Edna Mae Todd,

___ to me personally known
or X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Phil Sporrer (Sign in Ink)

Phil Sporrer (Print Name)

Notary Public in and for the State of Iowa

PHIL SPORRER
Commission Number 756444
My Commission Expires
January 7, 2024

CAPACITY CLAIMED BY SIGNER:

| X INDIVIDUAL
| ___ CORPORATE
| Title(s) of Corporate Officer(s)
| _____
| _____
| ___ Corporate Seal is affixed
| ___ No Corporate Seal procured
| ___ PARTNER(s):
| ___ Limited Partnership
| ___ General Partnership
| ___ ATTORNEY-IN-FACT
| ___ EXECUTOR(s) or TRUSTEE(s)
| ___ GUARDIAN(s) or CONSERVATOR(s)
| ___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Edna Mae Todd aka Edna M. Todd

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

EDNA M TODD
2225 NE 36TH ST
ANKENY, IA 50021-6859

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

60 0 30

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

PART OF THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848.

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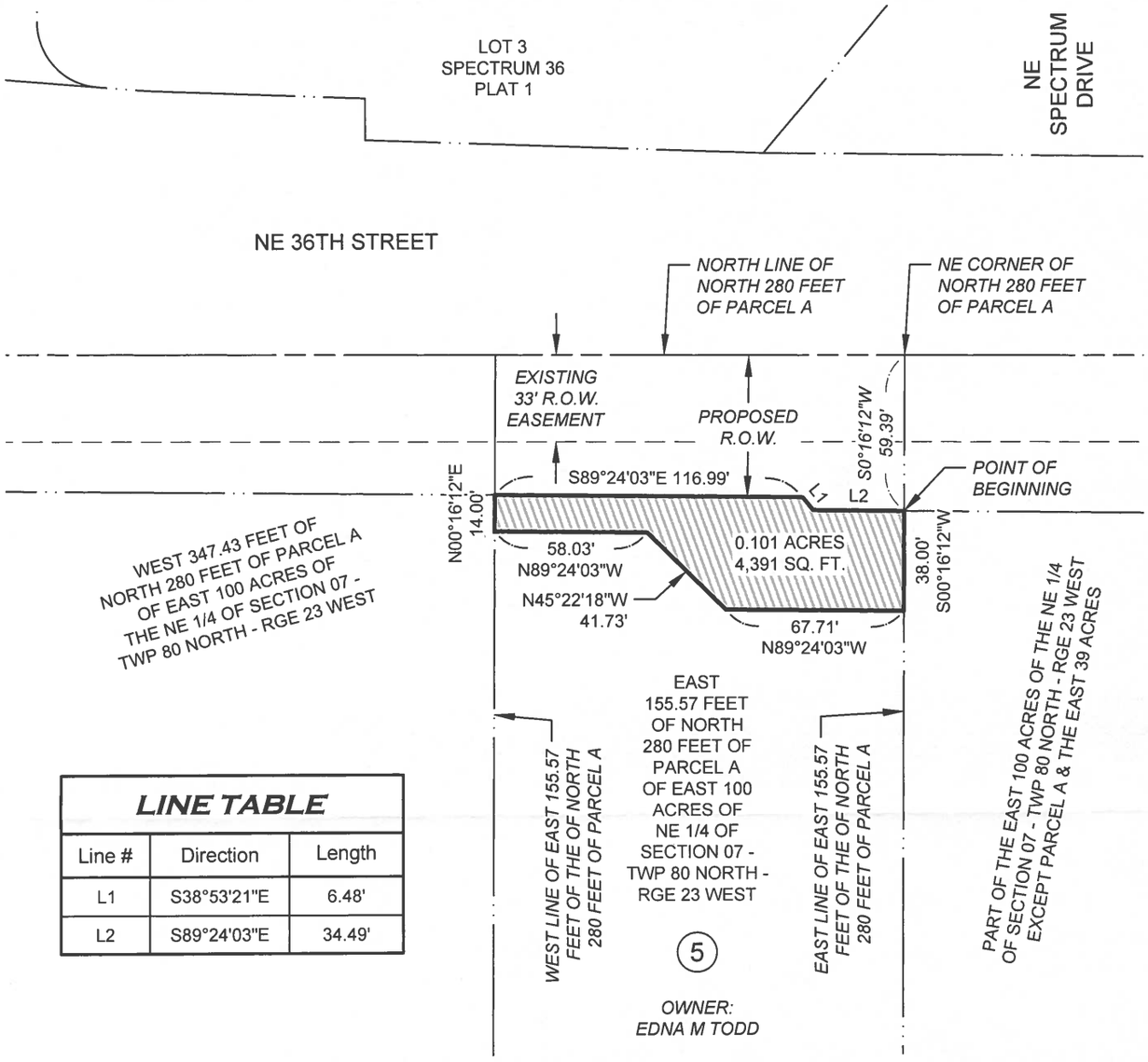
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 67.71 FEET; THENCE NORTH 45 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 58.03 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 116.99 FEET; THENCE SOUTH 38 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 6.48 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 34.49 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.101 ACRES (4,391 SQ. FT.) MORE OR LESS.



LINE TABLE

Line #	Direction	Length
L1	S38°53'21"E	6.48'
L2	S89°24'03"E	34.49'

NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA

NAI No.:	DRAWN BY:	DWG No.:
21236	TJH	1/1
DATE:	CHECKED BY:	SHEET TITLE:
01/21/22	JHP	TE-05

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** 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)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way, permanent access road easement and temporary construction easement from Otter Creek Land & Cattle, LC on NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive.

FISCAL IMPACT: **??No**

The total compensation for the street right-of-way, permanent access road easement and temporary construction easement is $81,500. The cost for the street right-of-way, permanent access road easement and temporary construction easement is part of the project costs for the NE 36th Street Reconstruction

Project: Interstate 35 to NE Fourmile Drive included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the RESOLUTION accepting street right-of-way, permanent access road easement and temporary construction easement from Otter Creek Land & Cattle, LC on NE 36th Street to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Warranty Deed - Street Right-of-Way
Permanent Access Road Easement
Temporary Construction Easement

RESOLUTION 2022-XXXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF STREET RIGHT-OF-WAY, PERMANENT ACCESS ROAD EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AT OUTLOT Z, ALBAUGH ESTATES FOR THE NE 36TH STREET RECONSTRUCTION PROJECT: INTERSTATE 35 TO NE FOURMILE DRIVE IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that street right-of-way, permanent access road easement and temporary construction easement be granted by Otter Creek Land & Cattle, LC at Outlot Z, Albaugh Estates to facilitate the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way, permanent access road easement and temporary construction easement necessary for the construction of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way, permanent access road easement and temporary construction easement from Otter Creek Land & Cattle, LC at Outlot Z, Albaugh Estates.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Right-of-Way Plat, Permanent Road Access Easement and Temporary Construction Easement for the completion of the NE 36th Street Reconstruction Project: Interstate 35 to NE Fourmile Drive are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 18th day of April, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Otter Creek Land and Cattle, L.C., a family farm limited liability company
103 Lynwood Drive
Huxley, IA 50124

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached Acquisition Plat, Permanent Easement Exhibit, and Temporary Easement Exhibit, and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $81,500.00, calculated as follows:

Fee Title:	12,361 SF x $5.10/SF =	$ 63,000.00
Permanent Easement:	3,226 SF x $5.10/SF x 100% =	$ 16,450.00
Temporary Easement:	3,923 SF x $5.10/SF x 8% x 1.25 years =	$ 2,000.00
Other Considerations:	16,563 SF Underlying Fee Title =	$ 0.00
Total Compensation:	(Rounded)	$ 81,500.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 3rd day of March, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Phil Sporrer, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 3rd day of March, 2022.

OTTER CREEK LAND AND CATTLE, L.C.

By: _____
Title: Mgr

By: _____
Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
_____, City Clerk

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
Recorder's Cover Sheet

Preparer Information:
Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266.
Phone: (515) 274-1450

Taxpayer Information:
City of Ankeny, Iowa, 410 W. First Street, Ankeny, IA 50023

Return Document To:
City of Ankeny, Iowa, 410 W. First Street, Ankeny, IA 50023

Grantors: Otter Creek Land & Cattle, LC

Grantees: City of Ankeny, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of Ten Dollar(s) and other valuable consideration, Otter Creek Land & Cattle, LC, a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Ankeny, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Polk County, Iowa:

THAT PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL A OF SAID EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 501.91 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 58.15 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 365.70 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 132.02 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.664 ACRES (28,924 SQ. FT.) MORE OR LESS, INCLUDING 0.380 ACRES (16,563 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.284 ACRES (12,361 SQ. FT.).

This deed is exempt according to Iowa Code 428A.2(6).

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 3/3/2022.

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IowaDocs®

Otter Creek Land & Cattle, LC,
a limited company

By _____
Richard L. Albaugh, Manager

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on March 3, 2022,
by Richard L. Albaugh as Manager of Otter Creek Land & Cattle, LC, an Iowa limited company.

_____
Signature of Notary Public

NOTARIAL SEAL IOWA
ALEXANDRIA GREIM
Commission Number 804056
My Commission Expires
April 25, 2023

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IowaDocs®

ACQUISITION PLAT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

OTTER CREEK LAND & CATTLE LC
103 LYNWOOD DR
HUXLEY, IA 50124-9401

LEGEND

	SUBJECT ACQUISITION AREA
	EXISTING BOUNDARY LINE
	EXISTING SECTION LINE
	EXISTING EASEMENT LINE
●	FOUND MONUMENT 1/2" IR WITH YELLOW CAP #8105 UNLESS OTHERWISE NOTED
○	SET MONUMENT 5/8" IR WITH RED CAP #18530
IR	ROUND IRON REBAR (OUTSIDE DIAMETER)

NORTH

100 0 50

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF ACQUISITION AREA

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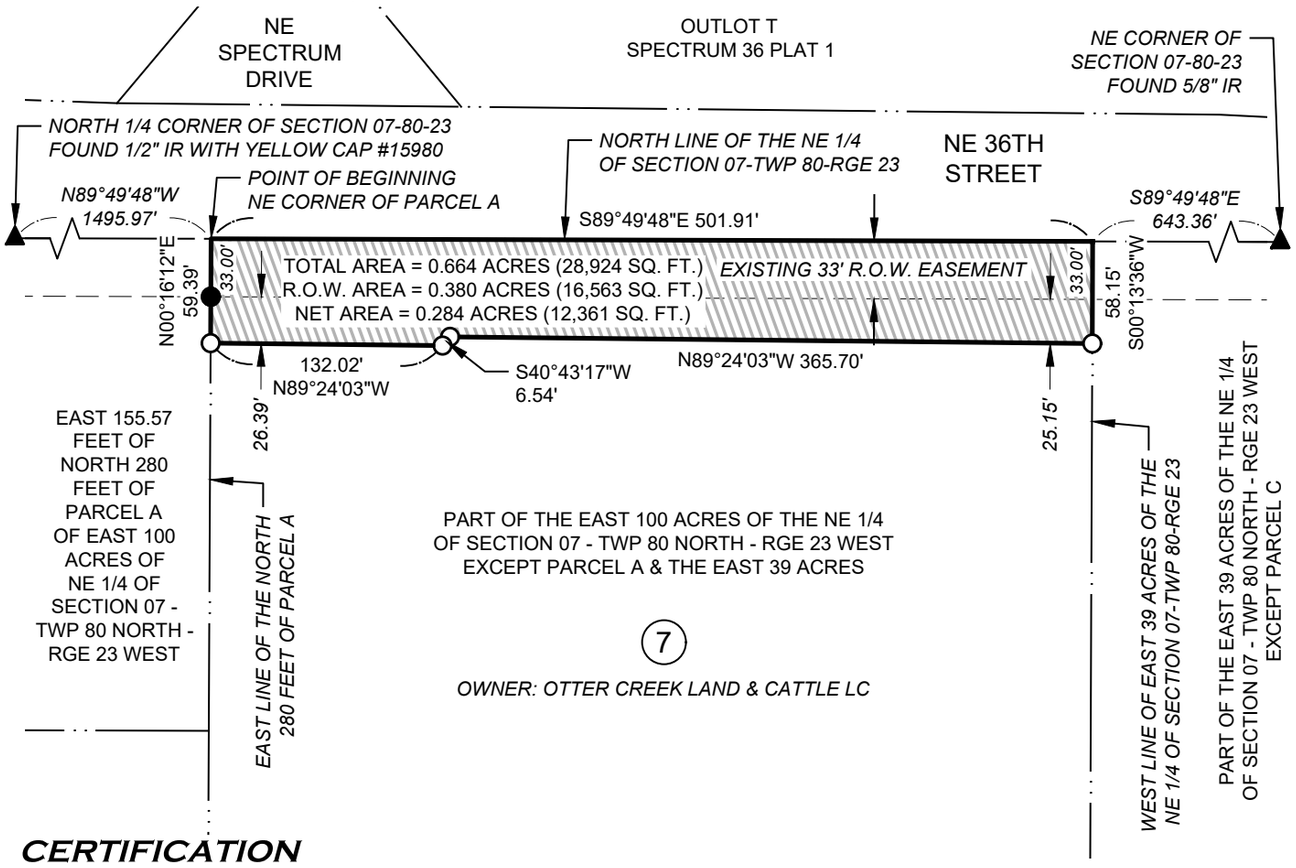
CONTAINING 0.664 ACRES (28,924 SQ. FT.) MORE OR LESS, INCLUDING 0.380 ACRES (16,563 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.284 ACRES (12,361 SQ. FT.) .



CERTIFICATION

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

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.

Signature: _____

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/24/21

Pages or sheets covered by this seal: This sheet only

NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION	NAI No.: 21236	DRAWN BY: TJH	DWG No.: 1/1
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA	DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: RW-07

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:
Name: Otter Creek Land & Cattle, LC
Address: 103 Lynwood Drive, Huxley, IA 50124-9401

TRANSFEREE:
Name: City of Ankeny, Iowa
Address: 410 W. First Street, Ankeny, IA 50023

Address of Property Transferred:

Number and Street or RR, City, Town or P.O., State Zip

Legal Description of Property: (Attach if necessary)
THAT PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL A OF SAID EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; THENCE SOUTH 89 DEGREES 49 MINUTES 48 SECONDS EAST, A DISTANCE OF 501.91 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 58.15 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 365.70 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 132.02 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.664 ACRES (28,924 SQ. FT.) MORE OR LESS, INCLUDING 0.380 ACRES (16,563 SQ. FT.) OF EXISTING R.O.W. EASEMENT FOR A NET AREA OF 0.284 ACRES (12,361 SQ. FT.).

1. **Wells (check one)**
   - ☒ There are no known wells situated on this property.
   - ☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.
2. **Solid Waste Disposal (check one)**
   - ☒ There is no known solid waste disposal site on this property.
   - ☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.
3. **Hazardous Wastes (check one)**
   - ☒ There is no known hazardous waste on this property.

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. **Underground Storage Tanks (check one)**
   - ☒ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
   - ☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.
5. **Private Burial Site (check one)**
   - ☒ There are no known private burial sites on this property.
   - ☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.
6. **Private Sewage Disposal System (check one)**
   - ☐ All buildings on this property are served by a public or semi-public sewage disposal system.
   - ☒ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
   - ☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
   - ☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
   - ☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
   - ☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
   - ☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
   - ☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

_____

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____ (Transferor) Telephone No.: 515-597-2171

FILE WITH RECORDER

DNR form 542-0960 (July 18, 2012)

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266, Phone: (515) 274-1450

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Otter Creek Land & Cattle, LC, an Iowa limited liability company ("Grantor"), in consideration of the sum of one dollar ($1.00), and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto Edna M. Todd, a single person ("Grantee"), a permanent easement under, through and across the following described real estate:

> THAT PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
> COMMENCING AT THE NORTHEAST CORNER OF PARCEL A OF SAID EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 85.01 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 84.79 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 38.00 FEET, TO THE POINT OF BEGINNING.
>
> CONTAINING 0.074 ACRES (3,226 SQ. FT.) MORE OR LESS.

That the above-described easement is granted for the purpose of constructing, reconstructing, repairing, replacing, inspecting and maintaining the following improvements:

Access Road

1. Access Road Easement Rights. The Grantee shall be obligated to maintain and repair the Access Road, and keep the same in good condition and repair, clean and free of rubbish, ice, and snow accumulations in compliance with all applicable governmental laws, rules, regulations orders and ordinances, and the provisions of this Agreement. All such easement rights shall be exercised in a manner so as not to unreasonably interfere with and minimize disruptions of the access to or use of Grantor's property.

2. 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 Grantee, 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 Grantee.

3. 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 Grantee. The Grantee 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.

4. Right of Access. The Grantee 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.

5. Easement Benefit. The parties intend that the present owner of Grantee's Property legally descripted as Part of Parcel A in the NE ¼ in Section 70, Township 80N, Ranged 23W, Ankeny, Polk County, Iowa and locally known as 2225 NE 36th Street, Ankeny, Iowa ("Grantee's Property") her respective agents, guests and invitees shall enjoy the benefits of the Access Road Easement and holds her interest subject to the rights, provisions and restrictions hereinafter set forth herein.

6. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor. Provided, however, this Easement shall terminate on such date as the Grantee transfers her ownership interest in Grantee's Property.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3 day of Mar, 2022.

OTTER CREEK LAND & CATTLE, LC

By: Richard L. Albaugh

Name: Richard L Albaugh

Title: Mgr

STATE OF IOWA, COUNTY OF POLK, ss:

On this 3rd day of March, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Richard L. Albaugh to me personally known, who being by me duly sworn, did say that he is Manager of Otter Creek Land & Cattle, LC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Alexandria Greim

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ALEXANDRIA GREIM
Commission Number 804056
My Commission Expires
April 25, 2023

PERMANENT EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

100 0 50

SCALE

PROPRIETOR

OTTER CREEK LAND & CATTLE LC
103 LYNWOOD DR
HUXLEY, IA 50124-9401

SUBJECT PROPERTY LEGAL DESCRIPTION

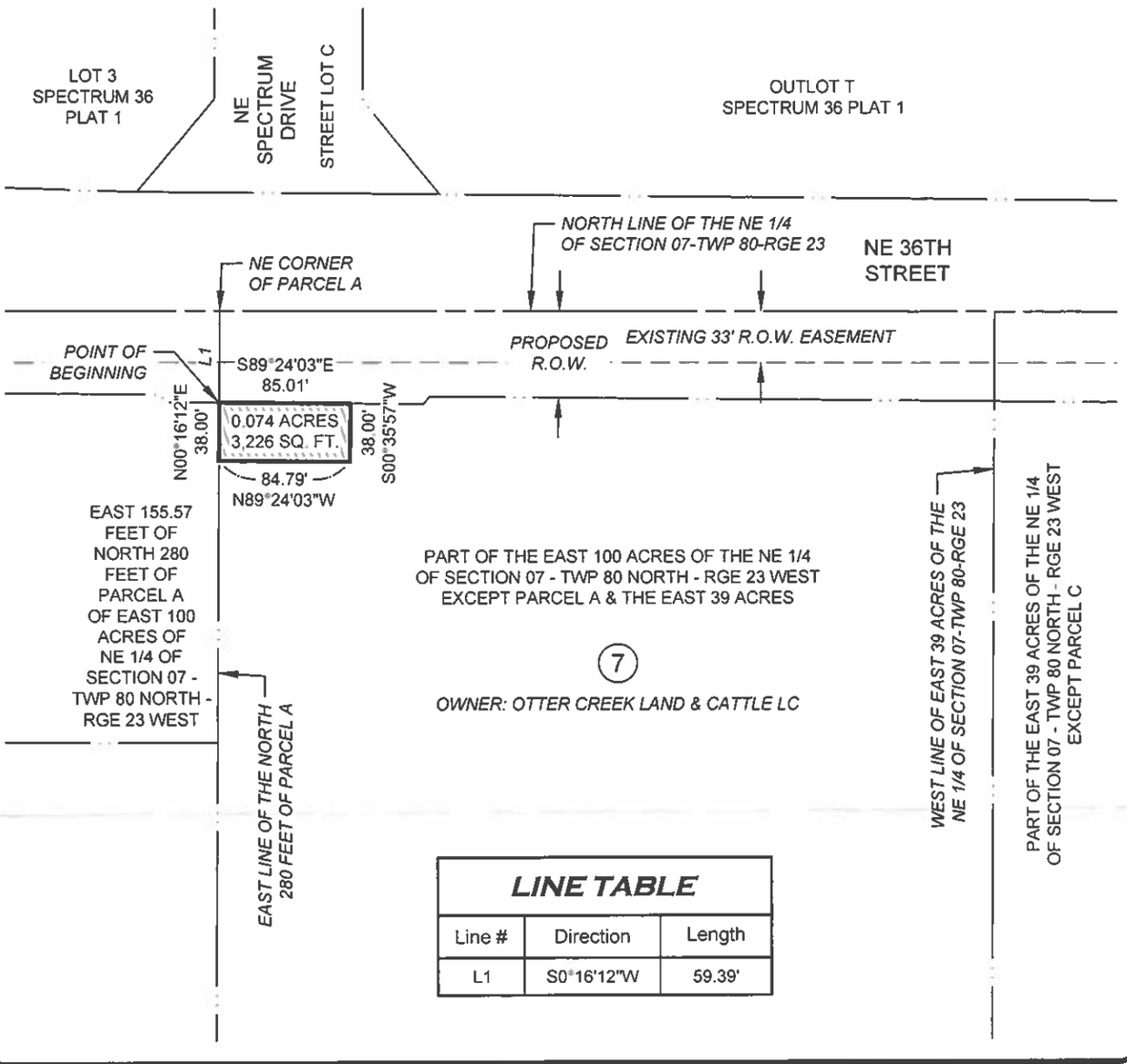
PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PERMANENT EASEMENT AREA

THAT PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL A OF SAID EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 59.39 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 85.01 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 57 SECONDS WEST, A DISTANCE OF 38.00 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 84.79 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 12 SECONDS EAST, A DISTANCE OF 38.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.074 ACRES (3,226 SQ. FT.) MORE OR LESS.



LINE TABLE

Line #	Direction	Length
L1	S0°16'12"W	59.39'

NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA

NAI No.	DRAWN BY	DWG No.
21236	TJH	1/1
DATE: 01/21/22	CHECKED BY JHP	SHEET TITLE PE-07

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Otter Creek Land and Cattle, L.C., a family farm limited liability company (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

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

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 3rd day of March, 2022.

OTTER CREEK LAND AND CATTLE, L.C.

Signed

Richard L. Albaugh Mgr.
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 3 day of March, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Albaugh,

X to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) (Sign in Ink)

Alexandria Greim (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Manager
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
OTTER CREEK LAND AND CATTLE, L.C.

ALEXANDRIA GREIM
Commission Number 804056
My Commission Expires
April 25, 2023

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

TEMPORARY EASEMENT EXHIBIT

PREPARED FOR

CITY OF ANKENY
PUBLIC WORKS DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023

PROPRIETOR

OTTER CREEK LAND & CATTLE LC
103 LYNWOOD DR
HUXLEY, IA 50124-9401

LEGEND

SUBJECT EASEMENT AREA
EXISTING BOUNDARY LINE
EXISTING SECTION LINE
EXISTING EASEMENT LINE

NORTH

100 0 50

SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF TEMPORARY EASEMENT AREA

THAT PART OF THE EAST 100 ACRES OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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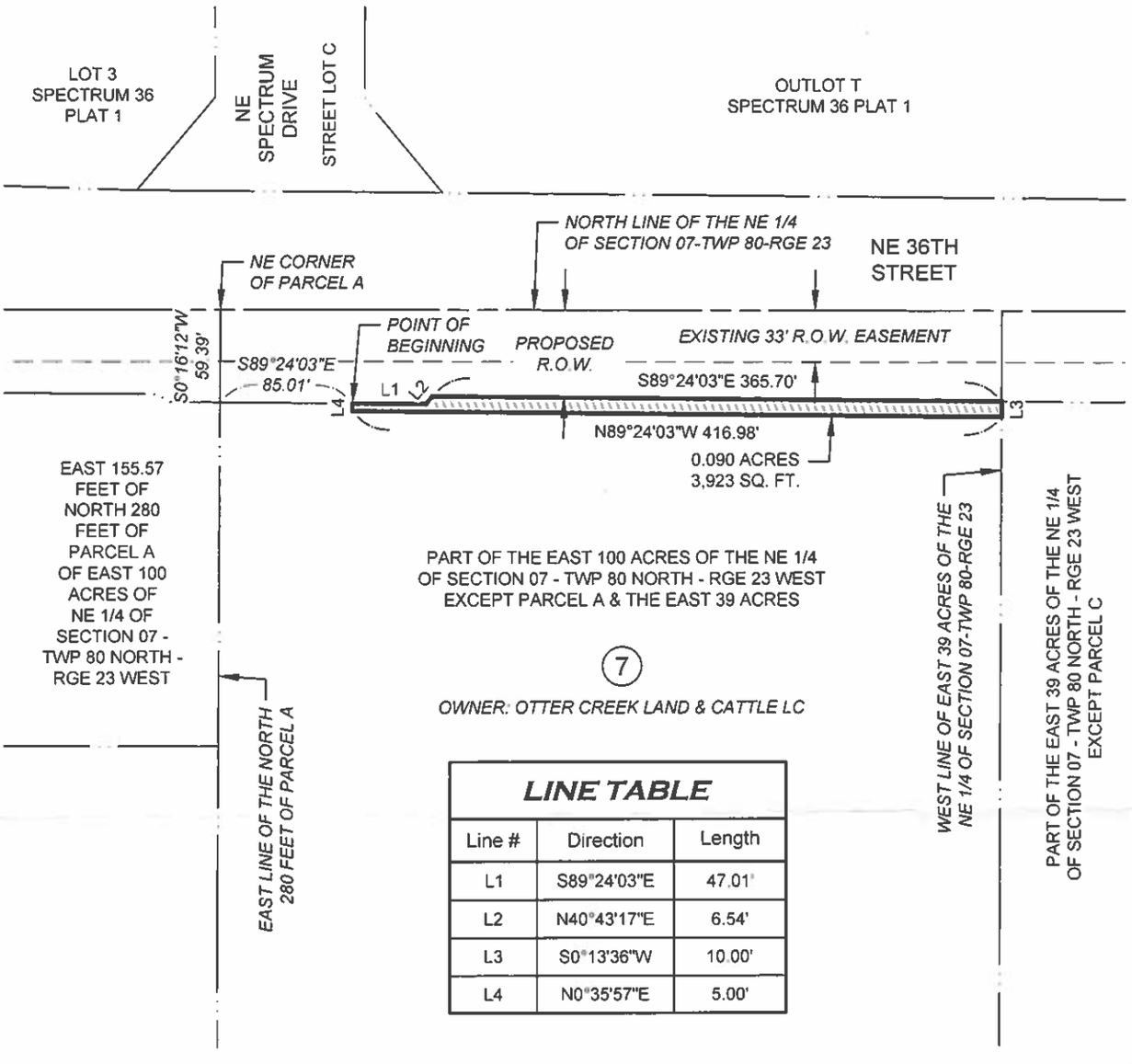
CONTAINING 0.090 ACRES (3,923 SQ. FT.) MORE OR LESS.



LINE TABLE

Line #	Direction	Length
L1	S89°24'03"E	47.01'
L2	N40°43'17"E	6.54'
L3	S0°13'36"W	10.00'
L4	N0°35'57"E	5.00'

NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: NE 36TH STREET RECONSTRUCTION
LOCATION: I-35 TO NE FOUR MILE DRIVE ANKENY, IOWA

NAI No.	DRAWN BY:	DWG No.
21236	TJH	1/1
DATE: 01/21/22	CHECKED BY: JHP	SHEET TITLE: TE-07

V:\NAI 2017\Projects 2017\21236\dwg\21236-EX.dwg

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

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 $116,053.50 for the construction of the SE Delaware Avenue Fiber Optic Connection.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Iowa Signal, Inc. for the SE Delaware Avenue Fiber Optic Connection.

The project includes furnishing and installing fiber optic conduit, handholes and equipment along SE Delaware Avenue from SE Magazine Road to E 1st Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The project will provide communication to the traffic signal at the intersection of SE Delaware Avenue &

SE 8th Street, and complete a link to provide needed redundancy for the City's fiber optic network. The work includes an estimated 6,300 LF of two 96-count fiber optic cables (City-furnished), 260 LF of 24-count fiber optic cable (City-furnished), 5,250 LF of 2" HDPE conduit and 144 splices. Other associated improvements include traffic control, mobilization and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to fourteen (14) contractors. Three (3) bids were received for the project as follows:

Iowa Signal, Inc.	$116,053.50
Communication Data Link, LLC	$121,918.00
Precision Underground Utilities, LLC	$149,382.50

The Engineer's estimated cost for the project was $134,540.00. The bids ranged from 13% below to 10% above the engineer's estimate. 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 SE Delaware Avenue Fiber Optic Connection to Iowa Signal, Inc. of Grimes, Iowa.

FISCAL IMPACT: **??No**

The SE Delaware Avenue Fiber Optic Connection 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 SE Delaware Avenue Fiber Optic Connection.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At its regular meeting on October 4, 2021, the Council approved purchase of fiber optic cable for this project, and other projects, to be constructed in 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tabulation

Location Map

RESOLUTION 2022-XXX

A RESOLUTION 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

WHEREAS, the City of Ankeny desires to complete the construction of the SE Delaware Avenue Fiber Optic Connection from SE Magazine Road to E 1st Street, and;

WHEREAS, a request for proposal was sent out to fourteen (14) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Iowa Signal, Inc.	$116,053.50
Communication Data Link, LLC	$121,918.00
Precision Underground Utilities, LLC	$149,382.50
Engineer's Estimated Cost	$134,540.00

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 $116,053.50 be accepted for the construction of the SE Delaware Avenue Fiber Optic Connection, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 18th day of April, 2022.

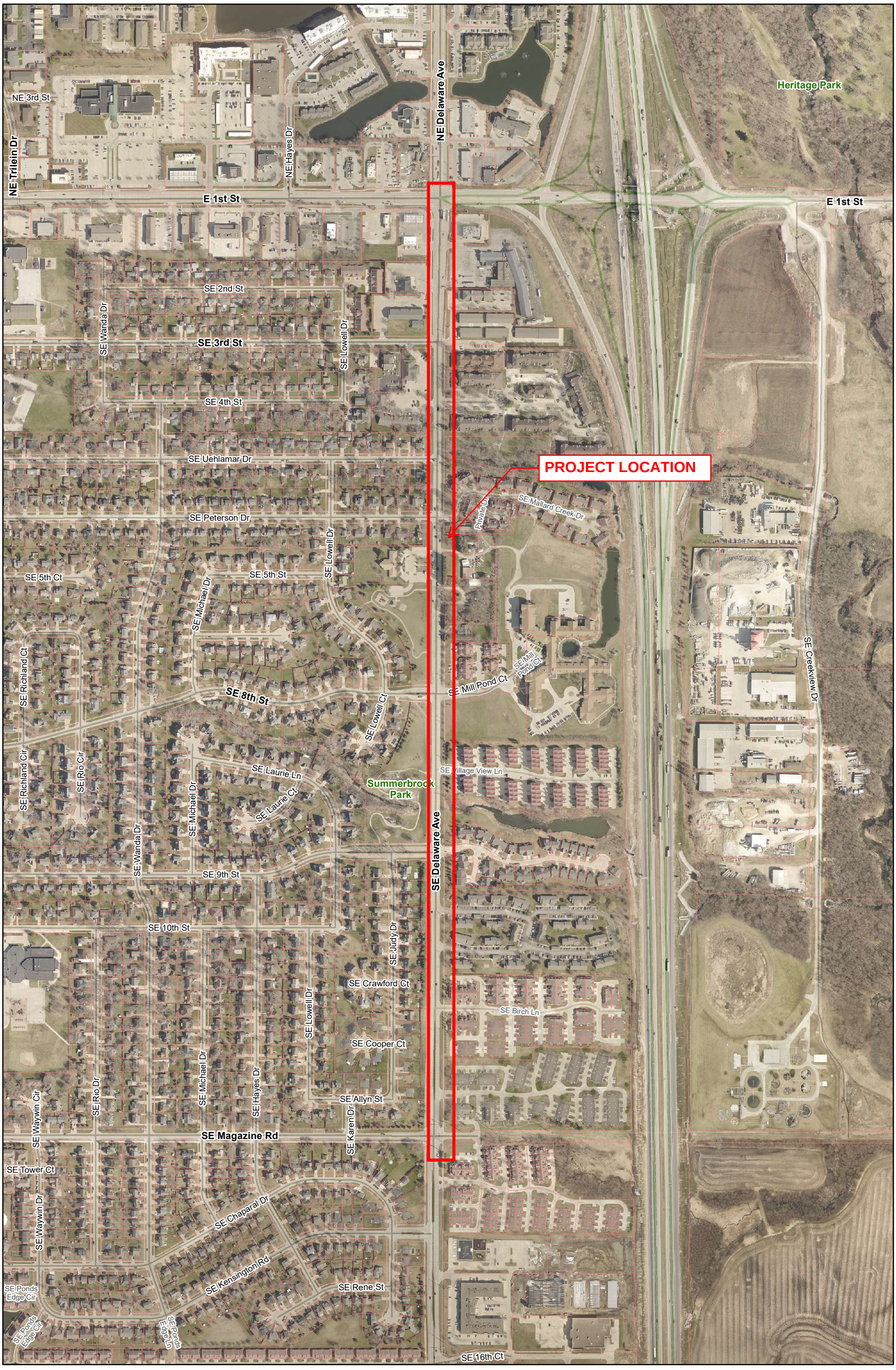
_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

TABULATION OF BIDS
SE Delaware Avenue Fiber Optic Connection
City of Ankeny
Project No. 120.0399.01
Bid Date/Time: April 7, 2022 at 10:30 AM

						1		2		3	
				ENGINEER'S ESTIMATE		IOWA SIGNAL INC. GRIMES, IA		COMMUNICATION DATA LINK GRIMES, IA		PRECISION UNDERGROUND UTILITIES, LLC, CAMBRIDGE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TYPE III - 24" x 30" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	4	$ 1,500.00	$ 6,000.00	$ 1,850.00	$ 7,400.00	$ 1,600.00	$ 6,400.00	$ 1,675.00	$ 6,700.00
2	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	6300	$ 2.00	$ 12,600.00	$ 1.50	$ 9,450.00	$ 1.50	$ 9,450.00	$ 3.00	$ 18,900.00
3	INSTALL ONE (1) FIBER OPTIC CABLE 24 CT SM (CITY FURNISHED)	LIN FT	260	$ 1.50	$ 390.00	$ 1.50	$ 390.00	$ 0.75	$ 195.00	$ 2.00	$ 520.00
4	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5250	$ 15.00	$ 78,750.00	$ 15.25	$ 80,062.50	$ 13.50	$ 70,875.00	$ 16.75	$ 87,937.50
5	SPLICE	EACH	144	$ 50.00	$ 7,200.00	$ 50.00	$ 7,200.00	$ 42.00	$ 6,048.00	$ 56.25	$ 8,100.00
6	SPLICE CASE	EACH	2	$ 800.00	$ 1,600.00	$ 500.00	$ 1,000.00	$ 650.00	$ 1,300.00	$ 875.00	$ 1,750.00
7	FIBER ENCLOSURE, 4 PANEL CAPACITY, CCH-02U	EACH	1	$ 1,000.00	$ 1,000.00	$ 464.00	$ 464.00	$ 1,000.00	$ 1,000.00	$ 875.00	$ 875.00
8	FIBER ENCLOSURE, 1 PANEL CAPACITY, SPH-01P	EACH	1	$ 800.00	$ 800.00	$ 263.00	$ 263.00	$ 250.00	$ 250.00	$ 187.50	$ 187.50
9	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	1	$ 600.00	$ 600.00	$ 654.00	$ 654.00	$ 800.00	$ 800.00	$ 250.00	$ 250.00
10	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	6	$ 800.00	$ 4,800.00	$ 585.00	$ 3,510.00	$ 800.00	$ 4,800.00	$ 1,062.50	$ 6,375.00
11	CCH CASSETTE, 12 CT, CCH-CS12-A8-P00KE	EACH	1	$ 800.00	$ 800.00	$ 660.00	$ 660.00	$ 800.00	$ 800.00	$ 1,062.50	$ 1,062.50
12	MOBILIZATION	LS	1	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 10,725.00	$ 10,725.00
13	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00	$ 2,500.00	$ 2,500.00	$ 15,000.00	$ 15,000.00	$ 6,000.00	$ 6,000.00
			TOTAL BID:		$ 134,540.00		$ 116,053.50		$ 121,918.00		$ 149,382.50



city of Ankeny
bringing it all together

SE Delaware Avenue Fiber Optic Connection

Map is for Locational Purposes Only.

N
W E
S

1 in = 500 ft

Date: 10/4/2021

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** 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)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way, permanent easement and temporary construction easement from Five Star Development No. I, LLC to facilitate the construction of the NW 36th Street & NW State Street Interim Improvements.

FISCAL IMPACT: **??No**

The total compensation for the street right-of-way, permanent easement and temporary construction easement is $13,400.00. The cost for the acquisition is part of the project costs for the NW 36th Street & NW State Street Interim Improvements included in the current Capital Improvement Program for construction in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the RESOLUTION accepting street right-of-way, permanent easement and temporary construction easement from Five Star Development No. I, LLC to facilitate the construction of the NW 36th Street & NW State Street Interim Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At its regular meeting on December 6, 2021, the Council authorized acquisition of property and property rights for the project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Offer to Purchase
Warranty Deed
Permanent Easement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION 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

WHEREAS, the City of Ankeny has requested that street right-of-way, permanent easement and temporary construction easement be granted by Five Star Development No. I, LLC to facilitate the construction of the NW 36th Street & NW State Street Interim Improvements in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way, permanent easement and temporary construction easement necessary for the construction of the NW 36th Street & NW State Street Interim Improvements; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way, permanent easement and temporary construction easement from Five Star Development No. I, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Right-of-Way Plat, Permanent Easement and Temporary Construction Easement for the completion of the NW 36th Street & NW State Street Interim Improvements are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 18th day of April, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Five Star Development No. I, L.L.C.
C/O Grubb Enterprises
4454 NW 128th Street
Urbandale, IA 50323

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $13,400.00, calculated as follows:

Fee Title:	912 SF x $8.00 / SF =	$7,300.00
Permanent Easement:	534 SF x $8.00 / SF x.8 =	$3,400.00
Temporary Easement:	3,324 SF x $8.00 / SF x .08 x 1.25 =	$2,700.00
Total Compensation:	(Rounded)	$13,400.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street and NW State Street Interim Improvements project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds and will expire after fifteen (15) months commencing on April 01, 2022 and ending on June 30, 2023.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 4th day of February, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

THIS OFFER IS ACCEPTED on this 28 day of March, 2022.

FIVE STAR DEVELOPMENT NO. I, L.L.C.

By: _____

Title: Manager

By: _____

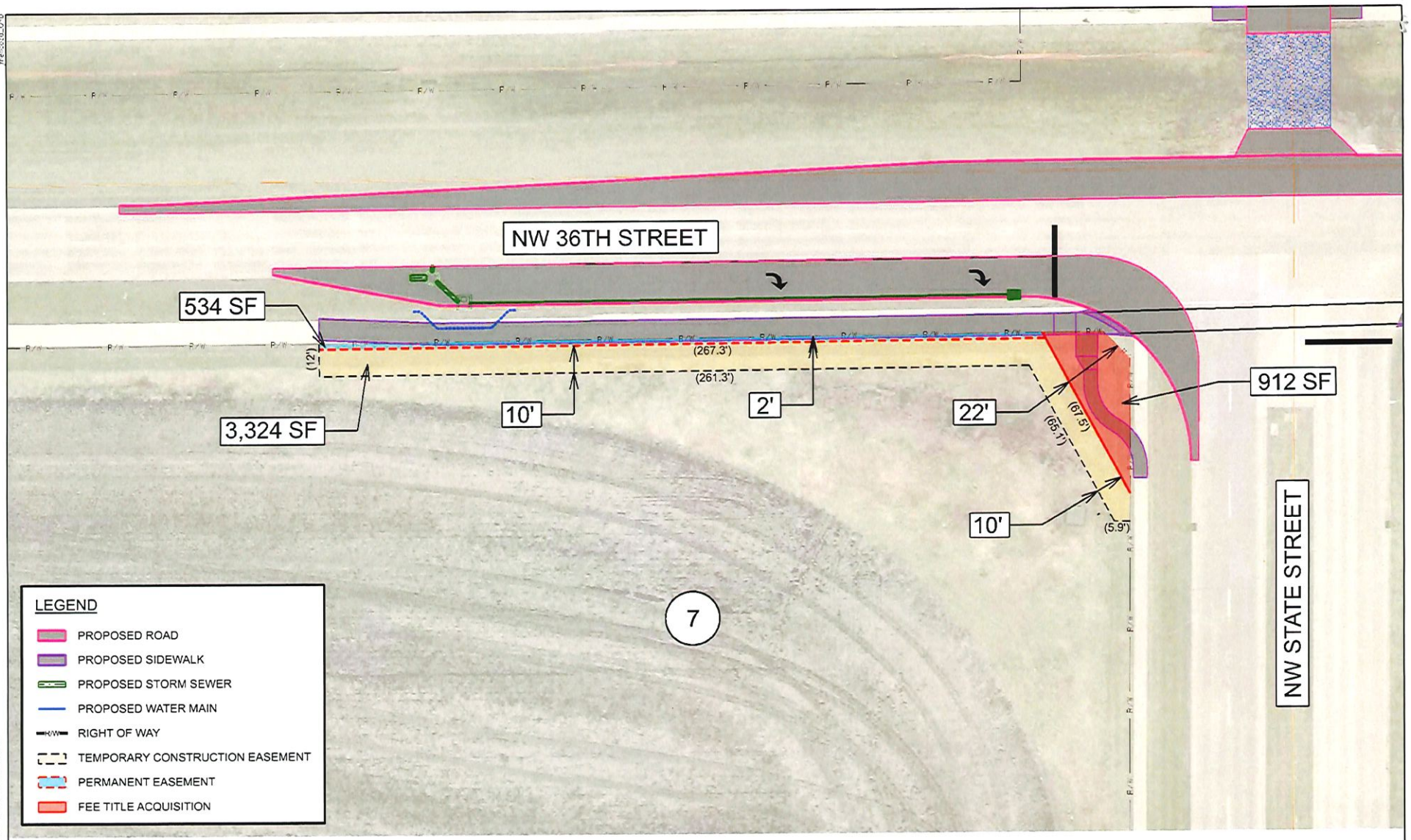
Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 2022, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____

_____, City Clerk



city of Ankeny
bringing it all together

SNYDER & ASSOCIATES

PARCEL 7 - FIVE STAR DEVELOPMENT NO.1 LLC

PROJECT NAME:
NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

SCALE: 1"=50'

DATE: 12/03/2021

PROJECT #: 121.0352.01

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

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

For the consideration of Ten and 00/100 Dollars ($10.00) and other valuable consideration, FIVE STAR DEVELOPMENT NO. I, L.L.C. (hereinafter referred to as "Grantor"), do hereby convey to the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PART OF PARCEL B, AS RECORDED IN BOOK 13005, PAGE 608 OF THE POLK COUNTY RECORDER'S OFFICE, IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°27'35" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 70.74 FEET; THENCE SOUTH 00°32'25" EAST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 45°09'35" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 14.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW STATE STREET; THENCE SOUTH 00°10'09" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 49.64 FEET; THENCE NORTH 28°23'52" WEST, 67.46 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET; THENCE NORTH 89°27'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 22.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (912 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

See Attached Permanent Acquisition Plat

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28 day of March, 2022.

FIVE STAR DEVELOPMENT NO. I, L.L.C.

Signed

Stephen R Grubb, Manager
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28 day of March, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen R Grubb,

X to me personally known
or ____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHIRLEY BOLTON
(NOTARY SEAL) Commission Number 755012
My Commission Expires
September 29, 2023

Shirley Bolton (Sign in Ink)

Shirley Bolton (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
____ Corporate Seal is affixed
____ No Corporate Seal procured
___ PARTNER(s):
____ Limited Partnership
____ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____
SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Five Star Development No. I, L.L.C.
_____
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2022.

_____
City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OF NE1/4,NE1/4
SECTION 10-80-24
REQUESTED BY:
POLK COUNTY, IOWA

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO CITY OF ANKENY, IOWA.

PROPERTY DESCRIPTION

A PART OF PARCEL B, AS RECORDED IN BOOK 13005, PAGE 608 OF THE POLK COUNTY RECORDER'S OFFICE, IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°27'35" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 70.74 FEET; THENCE SOUTH 00°32'25" EAST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 45°09'35" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 14.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF NW STATE STREET; THENCE SOUTH 00°10'09" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 49.64 FEET; THENCE NORTH 28°23'52" WEST, 67.46 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET; THENCE NORTH 89°27'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 22.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (912 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

APRIL 12, 2021

OWNER

FIVE STAR DEVELOPMENT NO I LLC
4454 128TH ST
URBANDALE, IA 50323-1728

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 IS ASSUMED TO BEAR SOUTH 89°27'35" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#15643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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.

1-19-2022
Terry Coady, PLS — Date

License Number 18643

My License Renewal Date Is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2

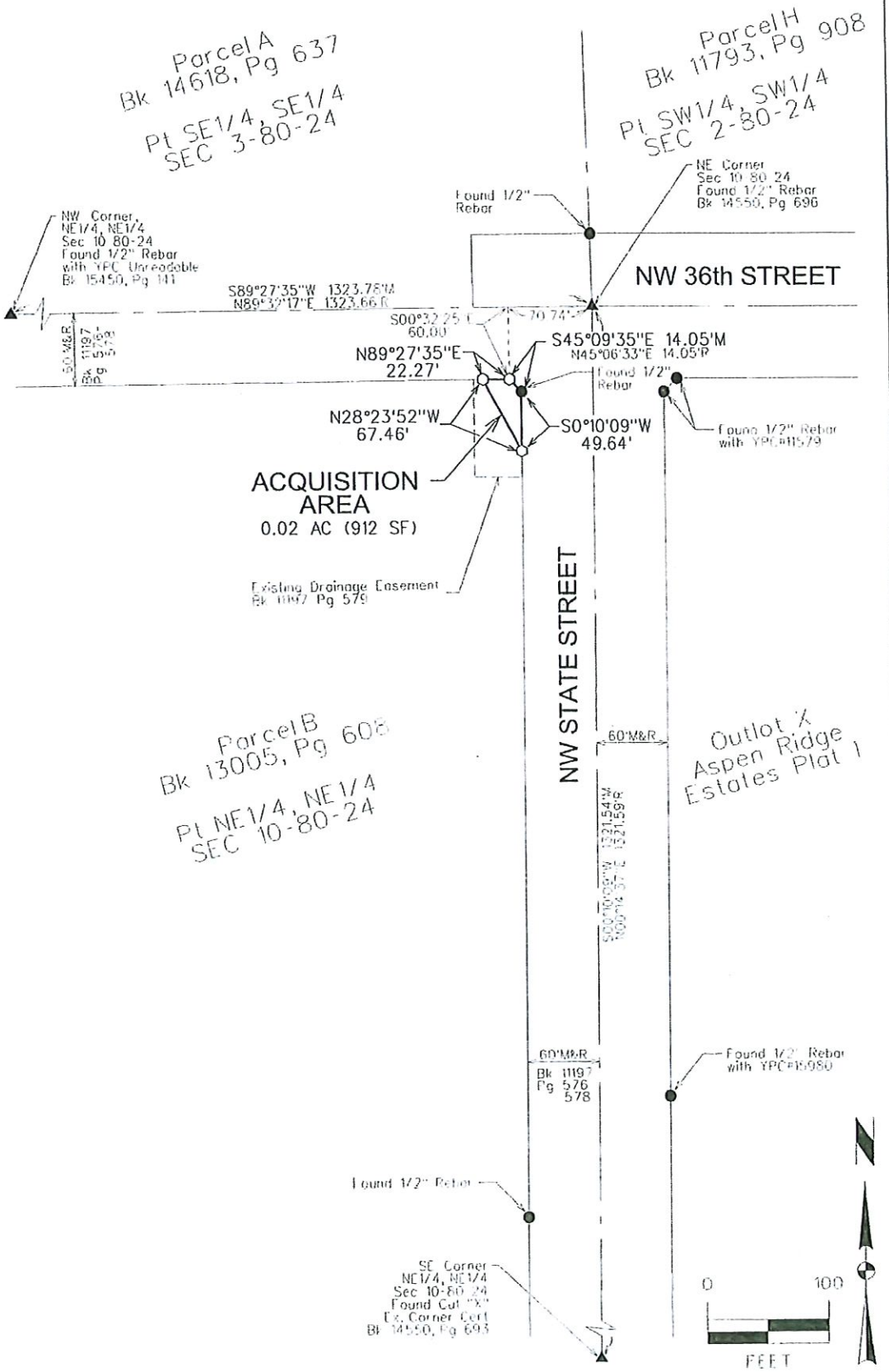
NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

PARCEL 7 - FIVE STAR DEVELOPMENT NO.1 LLC

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 121.0352
FBK: Bk 1232A, Pg 16
DATE: 12-02-21
PM/TECH: TLC/SDB

ACQUISITION PLAT



NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS	SHEET 2 OF 2
PARCEL 7 - FIVE STAR DEVELOPMENT NO.1 LLC	PN: 121.0352
	FBK: Bk 1232A, Pg 16
	DATE: 12-02-21
	PM/TECH: TLC/SDB

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this _____ day of _____, 2022, by and between FIVE STAR DEVELOPMENT NO. I, L.L.C. (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

A PART OF PARCEL B, AS RECORDED IN BOOK 13005, PAGE 608 OF THE POLK COUNTY RECORDER'S OFFICE, IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°27'35" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 93.01 FEET; THENCE SOUTH 00°32'25" EAST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 28°23'52" EAST, 2.26 FEET; THENCE SOUTH 89°27'35" WEST, 267.32 FEET; THENCE NORTH 00°32'25" WEST, 2.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET; THENCE NORTH 89°27'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 266.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (534 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

See Attached Permanent Easement Plat

That said 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 SIDEWALK AND APPURTENANCES

1. 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 structures placed or erected under, over, on, through, across, or within the Easement area.

2. 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.

3. 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.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other 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 for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

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.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28 day of March, 2022.

FIVE STAR DEVELOPMENT NO. I, L.L.C.

Signed

Stephen R Grubb, Manager
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28 day of March, A.D. 20 22, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen R Grubb,

X to me personally known
or ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHIRLEY BOLTON
NOTARIAL SEAL
IOWA
Commission Number 755012
My Commission Expires
September 29, 2023

Shirley Bolton (Sign in Ink)

Shirley Bolton (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
___
___
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: ___

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Five Star Development No. I, L.L.C.
___
___

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2022.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OF NE1/4,NE1/4
SECTION 10-80-24
REQUESTED BY:
POLK COUNTY, IOWA

EASEMENT PLAT

PERMANENT SIDEWALK EASEMENT BEING CONVEYED TO CITY OF ANKENY, IOWA.

EASEMENT DESCRIPTION

A PART OF PARCEL B, AS RECORDED IN BOOK 13005, PAGE 608 OF THE POLK COUNTY RECORDER'S OFFICE, IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89°27'35" WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 93.01 FEET; THENCE SOUTH 00°32'25" EAST, 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET AND THE POINT OF BEGINNING; THENCE SOUTH 28°23'52" EAST, 2.26 FEET; THENCE SOUTH 89°27'35" WEST, 267.32 FEET; THENCE NORTH 00°32'25" WEST, 2.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF NW 36TH STREET; THENCE NORTH 89°27'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 266.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (534 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

APRIL 12, 2021

OWNER

FIVE STAR DEVELOPMENT NO 1 LLC
4454 128TH ST
URBANDALE, IA 50323-1728

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 IS ASSUMED TO BEAR SOUTH 89°27'35" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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.

Terry Coady, PLS — Date 1-19-2022

License Number 18643

My License Renewal Date Is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

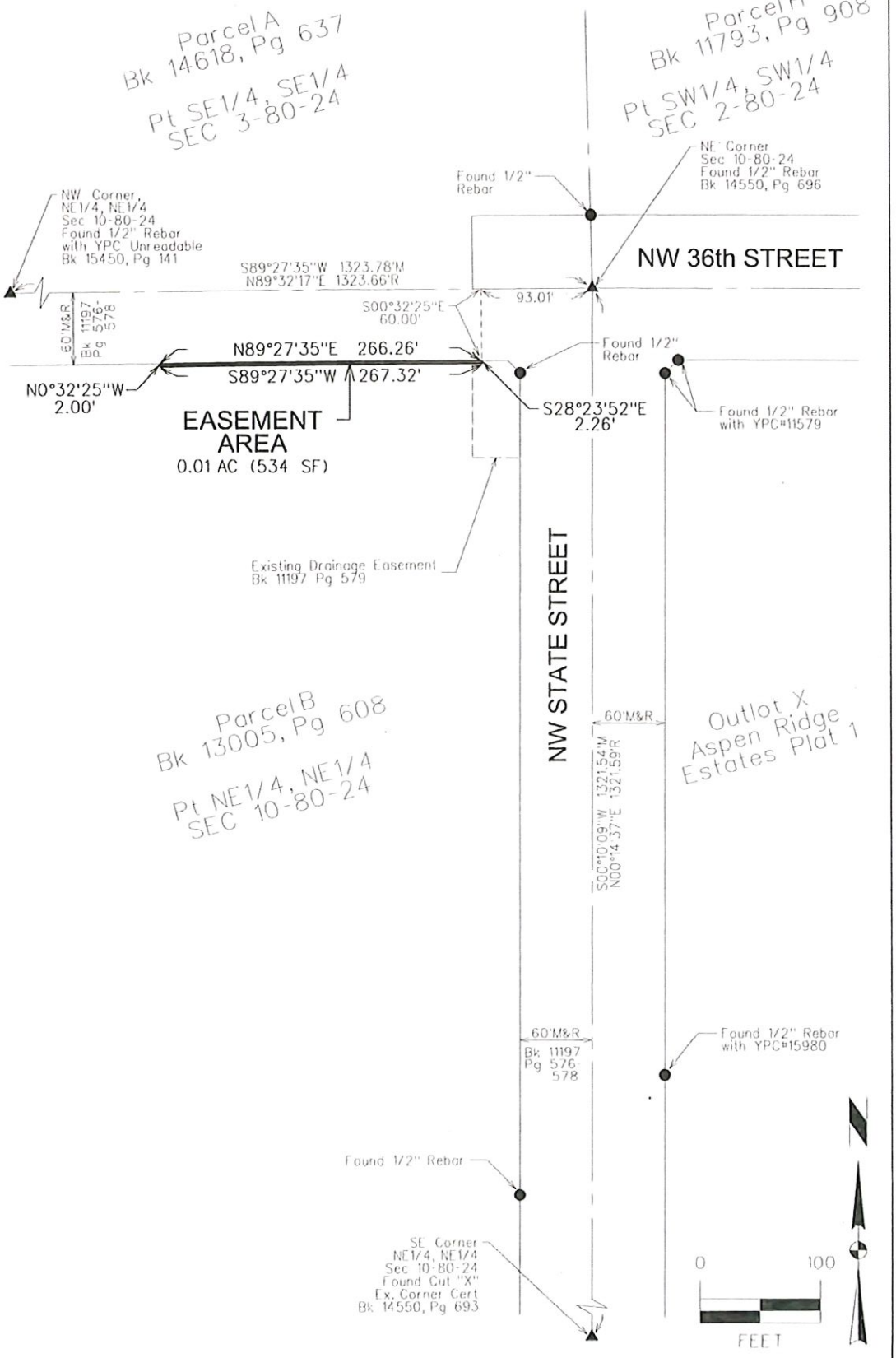
PARCEL 7 - FIVE STAR DEVELOPMENT NO.1 LLC

SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	1 OF 2
PN:	121.0352
FBK:	Bk 1232A, Pg 16
DATE:	12-02-21
PM/TECH:	TLC/SDB

EASEMENT PLAT



NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS	SHEET 2 OF 2
PARCEL 7 - FIVE STAR DEVELOPMENT NO.1 LLC	PN: 121.0352
	FBK: Bk 1232A, Pg 16
SNYDER & ASSOCIATES, INC. Engineers and Planners	DATE: 12-02-21
2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	PM/TECH: TLC/SDB

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Five Star Development No. I, L.L.C. (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 36th STREET AND NW STATE STREET INTERIM IMPROVEMENTS PROJECT

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28 day of March, 2022.

FIVE STAR DEVELOPMENT NO. I, L.L.C.

Signed

Stephen R Grubb. Manager
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28 day of March, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen R Grubb,

X to me personally known
or ____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL
SHIRLEY BOLTON
Commission Number 755012
My Commission Expires
September 29, 2023

Shirley Bolton (Sign in Ink)

Shirley Bolton (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Five Star Development No. I, L.L.C.
_____
_____

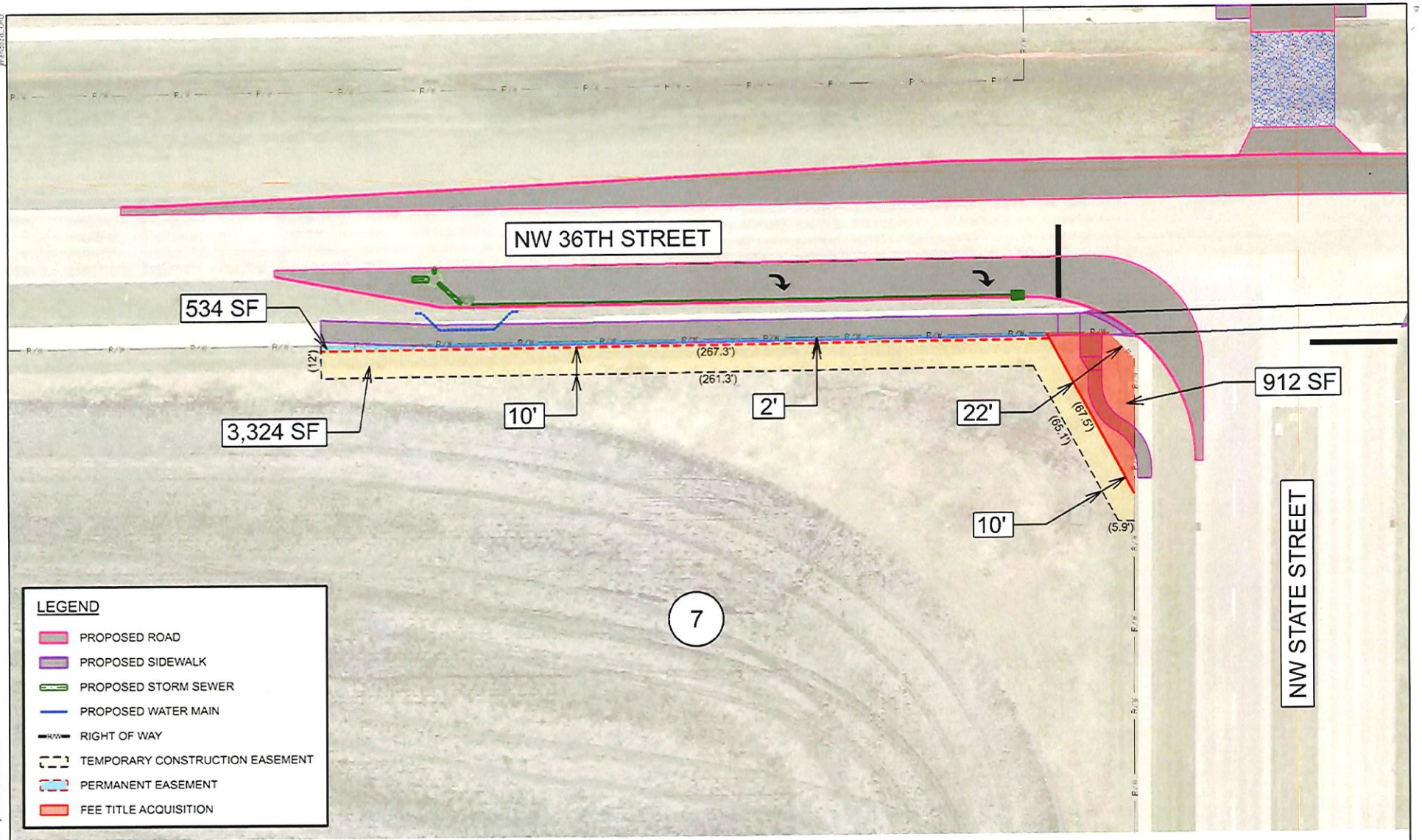
ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2022.

City Clerk of the City of Ankeny, Iowa



city of Ankeny
bringing it all together

PARCEL 7 - FIVE STAR DEVELOPMENT NO.1 LLC

SNYDER & ASSOCIATES

PROJECT NAME:
NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

SCALE: 1"=50'

DATE: 12/03/2021

PROJECT #: 121.0352.01

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL: ??
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** 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)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting a permanent sanitary sewer easement, storm sewer easements, and a temporary construction easement from Legacy Housby, LLC, Legacy Reichardt, LLC, and Legacy Cutler, LLC on SE Convenience Boulevard to facilitate the construction of the SE Crosswinds RISE - Phase 2 project.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the RESOLUTION accepting a permanent sanitary sewer easement, storm sewer easements, and a temporary construction easement from Legacy Housby, LLC, Legacy Reichardt, LLC, and Legacy

Cutler, LLC on SE Convenience Boulevard to facilitate the construction of the SE Crosswinds RISE - Phase 2 project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Sanitary Sewer Easement
Storm Sewer Easement #1
Storm Sewer Easement #2
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING THE ACQUISITION OF A PERMANENT SANITARY SEWER EASEMENT, STORM SEWER EASEMENTS, AND A TEMPORARY CONSTRUCTION EASEMENT FOR THE SE CROSSWINDS DRIVE RISE – PHASE 2 PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that a permanent sanitary sewer easement, storm sewer easements, and a temporary construction easement be granted by Legacy Housby, LLC, Legacy Reichardt, LLC, and Legacy Cutler, LLC to facilitate the construction of the SE Crosswinds RISE – Phase 2 project in Ankeny, Iowa; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent sanitary sewer easement, storm sewer easements, and a temporary construction easement from Legacy Housby, LLC, Legacy Reichardt, LLC, and Legacy Cutler, LLC.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Sanitary Sewer Easement, Storm Sewer Easements, and Temporary Construction Easement for the completion of the SE Crosswinds RISE – Phase 2 project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 18th day of April, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Prepared by: Timothy C. Hogan, Hogan Law Office, 1717 Ingersoll Ave, Ste 200, Des Moines, IA 50309 (515) 279-9059
Return to: City Clerk, City of Ankeny, 410 W 1st St, Ankeny, IA 50023

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **Legacy Housby, LLC, Legacy Reichardt, LLC**, and **Legacy Cutler, LLC**, each an Iowa limited liability company (collectively "Grantor"), tenant in common owners of the Easement Area hereinafter described, in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the **City of Ankeny, Iowa**, a municipal corporation (the "City"), a permanent sanitary sewer easement (the "Easement") under, through, and across the real property legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area") for the purpose of locating and constructing sanitary sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the sanitary sewer improvements together with all necessary structures and appurtenances thereto within the Easement Area.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor 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 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.

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 and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

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 and repavement if the Easement crosses a paved area such as a sidewalk or driveway (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 the Easement Area, nor 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 successors and assigns.

8. Words and Phrases. Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Dated MARCH 22, 2022.

LEGACY HOUSBY, LLC,
an Iowa limited liability company

By: _____
Patricia S. Housby, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 22, 2022, by Patricia S. Housby, Manager of Legacy Housby, LLC.

_____
Notary Public

LEGACY CUTLER, LLC,
an Iowa limited liability company

By: _____
Diane R. Cutler, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 23, 2022, by Diane R. Cutler, Manager of Legacy Cutler, LLC.

_____
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

LEGACY REICHARDT, LLC,
an Iowa limited liability company

By: Carole S. Reichardt
Carole S. Reichardt, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 24, 2022, by Carole S. Reichardt, Manager of Legacy Reichardt, LLC.

Rebecca Rupp
Notary Public

ACCEPTANCE BY CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Ankeny by Resolution passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in such Resolution.

Signed this _____ day of _____, 2022.

_____

City Clerk of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "W"
CROSSWINDS BUSINESS PARK PLAT 1
PT NE1/4 SW FRL 1/4
SECTION 7, TOWNSHIP 79N, RANGE23W
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

SANITARY SEWER EASEMENT DESCRIPTION:

A PART OF OUTLOT "W", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE NORTH 89°03'09" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, A DISTANCE OF 40.01 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "W"; THENCE CONTINUING NORTH 89°03'09" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "W", 10.00 FEET; THENCE NORTH 0°18'14" WEST, 621.83 FEET; THENCE NORTH 89°41'46" EAST, 10.00 FEET TO THE EAST LINE OF SAID OUTLOT "W"; THENCE SOUTH 0°18'14" EAST ALONG SAID EAST LINE, 622.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (6,219 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

6-06-2018

OWNER

LEGACY HOUSBY LLC
LEGACY REICHARDT LLC
LEGACY CUTLER LLC

3200 JORDON GRV
WEST DES MOINES, IA 50265

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST FRACTIONAL 1/4 WAS ASSUMED TO BEAR NORTH 89°19'05" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Centerline	– – – – – – – – – – – –	
Section Line	——— – ———	
1/4 Section Line	—— – – ——	
1/4 1/4 Section Line	— – – – – —	
Easement Line	————————	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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.

Terry Coady, PLS — 3-23-2022 Date

License Number 18643

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

SE CROSSWINDS DRIVE - RISE - PHASE 2

PARCEL 2 - LEGACY HOUSBY LLC, LEGACY REICHARDT LLC, & LEGACY CUTLER LLC

SHEET	1 OF 2
PN:	1190290
FLD BK:	1287 PG: 14
DATE:	10/06/21
PM/TECH:	TLC/JDP

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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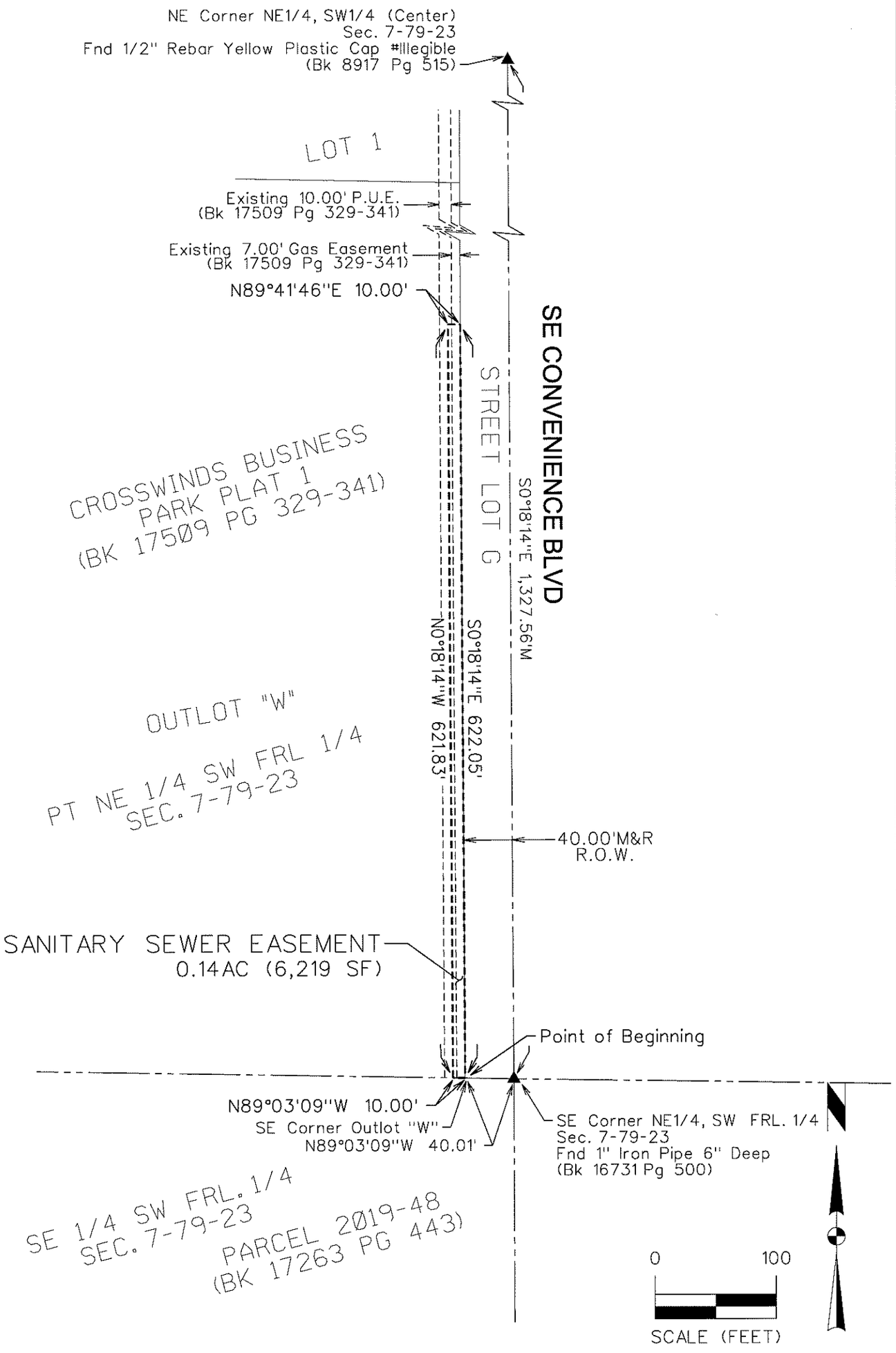
Default

V:\Projects\2019\119.0290.01\Design\ROWAcquisition\Parcel 02 - Legacy\Parcel-2_SAN-EAS.dgn
3/23/2022
jdpoole

EASEMENT PLAT



SE CROSSWINDS DRIVE - RISE - PHASE 2

PARCEL 2 - LEGACY HOUSBY LLC, LEGACY REICHARDT LLC, & LEGACY CUTLER LLC

SHEET	2 OF 2
PN:	1190290
FLD BK: 1287	PG: 14
DATE:	10/06/21
PM/TECH:	TLC/JDP

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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Default

V:\Projects\2019\119.0290.01\Design\ROWAcquisition\Parcel02 - Legacy\Parcel-2_SAN-EAS.dgn
3/23/2022
jdpaole

Prepared by: Timothy C. Hogan, Hogan Law Office, 1717 Ingersoll Ave, Ste 200, Des Moines, IA 50309 (515) 279-9059
Return to: City Clerk, City of Ankeny, 410 W 1st St, Ankeny, IA 50023

PUBLIC STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **Legacy Housby, LLC, Legacy Reichardt, LLC**, and **Legacy Cutler, LLC**, each an Iowa limited liability company (collectively "Grantor"), tenant in common owners of the Easement Area hereinafter described, in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the **City of Ankeny, Iowa**, a municipal corporation (the "City"), a permanent storm sewer easement (the "Easement") and right of way under, through, and across the real property legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area") for the purpose of locating and constructing storm sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the storm sewer improvements together with all necessary structures and appurtenances thereto within the Easement Area.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor 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 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 Grantor.

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 and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

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 and repavement if the Easement crosses a paved area such as a sidewalk or driveway (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 the Easement Area, nor 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 successors and assigns.

8. Words and Phrases. Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Dated MARCH 22, 2022.

LEGACY HOUSBY, LLC,
an Iowa limited liability company

By: _____
Patricia S. Housby, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 22, 2022, by Patricia S. Housby, Manager of Legacy Housby, LLC.

_____
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

LEGACY REICHARDT, LLC,
an Iowa limited liability company

By: Carole S. Reichardt
Carole S. Reichardt, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 24, 2022, by Carole S. Reichardt, Manager of Legacy Reichardt, LLC.

Rebecca Rupp
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

LEGACY CUTLER, LLC,
an Iowa limited liability company

By: Diane Cutler
Diane R. Cutler, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 23, 2022, by Diane R. Cutler, Manager of Legacy Cutler, LLC.

Rebecca Rupp
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

ACCEPTANCE BY CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Ankeny by Resolution passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in such Resolution.

Signed this _____ day of _____, 2022.

_____

City Clerk of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "V"
CROSSWINDS BUSINESS PARK PLAT 1
PT NW1/4 SE 1/4
SECTION 7, TOWNSHIP 79N, RANGE23W
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION:

A PART OF OUTLOT "V", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE SOUTH 0°18'14" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, A DISTANCE OF 663.63 FEET; THENCE NORTH 89°41'46" EAST, 40.00 FEET TO THE WEST LINE OF SAID OUTLOT "V" AND TO THE POINT OF BEGINNING; THENCE SOUTH 58°01'41" EAST, 84.10 FEET; THENCE SOUTH 78°31'22" EAST, 50.91 FEET; THENCE SOUTH 11°28'38" WEST, 40.00 FEET; THENCE NORTH 78°31'22" WEST, 115.20 FEET TO SAID WEST LINE OF OUTLOT "V"; THENCE NORTH 00°18'14" WEST ALONG SAID WEST LINE OF OUTLOT "V", 70.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.13 ACRES (5,844 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

6-06-2018

OWNER

LEGACY HOUSBY LLC
LEGACY REICHARDT LLC
LEGACY CUTLER LLC

3200 JORDON GRV
WEST DES MOINES, IA 50265

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 WAS ASSUMED TO BEAR SOUTH 00°18'14" EAST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Rail	⊢⊣	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----------	
Section Line	——— – ———	
1/4 Section Line	—— – – ——	
1/4 1/4 Section Line	— – – – —	
Easement Line	————————	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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.

Terry Coady, PLS — Date 3-23-2022

License Number 18643

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

SE CROSSWINDS DRIVE - RISE - PHASE 2

PARCEL 3 - LEGACY HOUSBY LLC, LEGACY REICHARDT LLC, & LEGACY CUTLER LLC

SHEET	1 OF 2
PN:	1190290
FLD BK:	1287 PG: 14
DATE:	04/05/21
PM/TECH:	TLC/JDP

SNYDER & ASSOCIATES
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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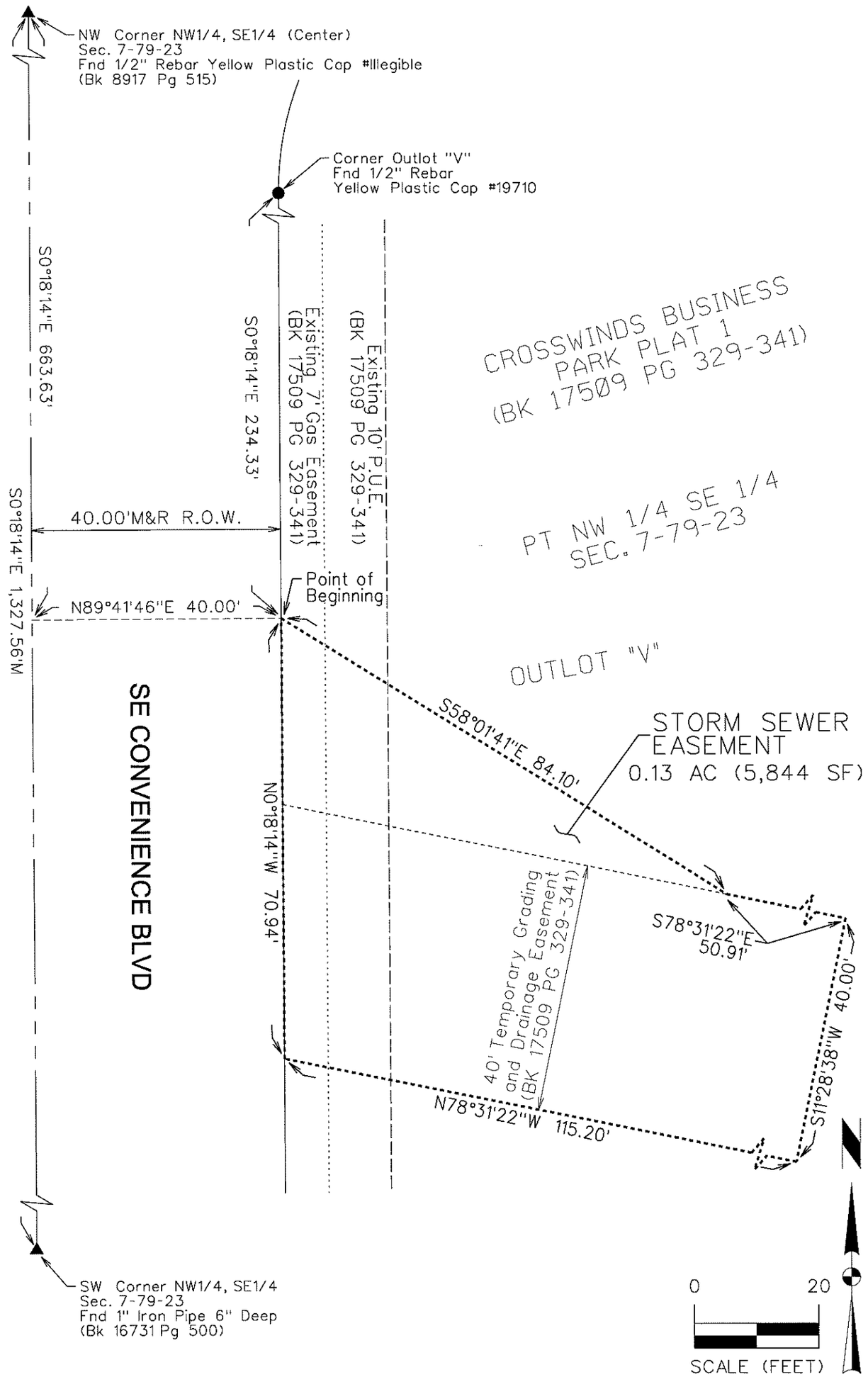
3/23/2022
jdpoole

EASEMENT PLAT



SE CROSSWINDS DRIVE - RISE - PHASE 2

PARCEL 3 - LEGACY HOUSBY LLC, LEGACY REICHARDT LLC, & LEGACY CUTLER LLC

SHEET	2 OF 2
PN:	1190290
FLD BK:	1287 PG: 14
DATE:	04/05/21
PM/TECH:	TLC/JDP

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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Default

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3/23/2022
jdpoole

Prepared by: Timothy C. Hogan, Hogan Law Office, 1717 Ingersoll Ave, Ste 200, Des Moines, IA 50309 (515) 279-9059
Return to: City Clerk, City of Ankeny, 410 W 1st St, Ankeny, IA 50023

PUBLIC STORM SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **Legacy Housby, LLC, Legacy Reichardt, LLC**, and **Legacy Cutler, LLC**, each an Iowa limited liability company (collectively "Grantor"), tenant in common owners of the Easement Area hereinafter described, in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the **City of Ankeny, Iowa**, a municipal corporation (the "City"), a permanent storm sewer easement (the "Easement") and right of way under, through, and across the real property legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area") for the purpose of locating and constructing storm sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the storm sewer improvements together with all necessary structures and appurtenances thereto within the Easement Area.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor 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 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 Grantor.

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 and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

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 and repavement if the Easement crosses a paved area such as a sidewalk or driveway (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 the Easement Area, nor 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 successors and assigns.

8. Words and Phrases. Words and phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Dated MARCH 22, 2022.

LEGACY HOUSBY, LLC,
an Iowa limited liability company

By: _____
Patricia S. Housby, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 22, 2022, by Patricia S. Housby, Manager of Legacy Housby, LLC.

_____
Notary Public

LEGACY CUTLER, LLC,
an Iowa limited liability company

By: _____
Diane R. Cutler, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 23, 2022, by Diane R. Cutler, Manager of Legacy Cutler, LLC.

_____
Notary Public

REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

LEGACY REICHARDT, LLC,
an Iowa limited liability company

By: Carole S. Reichardt
Carole S. Reichardt, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 24, 2022, by Carole S. Reichardt, Manager of Legacy Reichardt, LLC.

Rebecca Rupp
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

ACCEPTANCE BY CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Ankeny by Resolution passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in such Resolution.

Signed this _____ day of _____, 2022.

_____

City Clerk of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT OUTLOT "W"
CROSSWINDS BUSINESS PARK PLAT 1
PT NE1/4 SW FRL 1/4
SECTION 7, TOWNSHIP 79N, RANGE23W
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

STORM SEWER EASEMENT DESCRIPTION:

A PART OF OUTLOT "W", CROSSWINDS BUSINESS PARK PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE SOUTH 0°18'14" EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, A DISTANCE OF 653.41 FEET; THENCE NORTH 89°41'46" WEST, 40.00 FEET TO THE EAST LINE OF SAID OUTLOT "W" AND TO THE POINT OF BEGINNING; THENCE SOUTH 0°18'14" EAST ALONG SAID EAST LINE, 20.00 FEET; THENCE SOUTH 89°41'46" WEST, 30.00 FEET; THENCE NORTH 0°18'14" WEST, 20.00 FEET; THENCE NORTH 89°41'46" EAST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (600 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

6-06-2018

OWNER

LEGACY HOUSBY LLC
LEGACY REICHARDT LLC
LEGACY CUTLER LLC

3200 JORDON GRV
WEST DES MOINES, IA 50265

BASIS OF BEARING

THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 WAS ASSUMED TO BEAR NORTH 00°12'25" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Rail	H	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----------	
Section Line	——— – ———	
1/4 Section Line	—— — — ——	
1/4 1/4 Section Line	— — — — —	
Easement Line	————————	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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.

Terry Coady, PLS — Date 3-23-2022

License Number 18643

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

SE CROSSWINDS DRIVE - RISE - PHASE 2

PARCEL 2 - LEGACY HOUSBY LLC, LEGACY REICHARDT LLC, & LEGACY CUTLER LLC

SHEET	1 OF 2
PN:	1190290
FLD BK:	1287 PG: 14
DATE:	04/05/21
PM/TECH:	TLC/JDP

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

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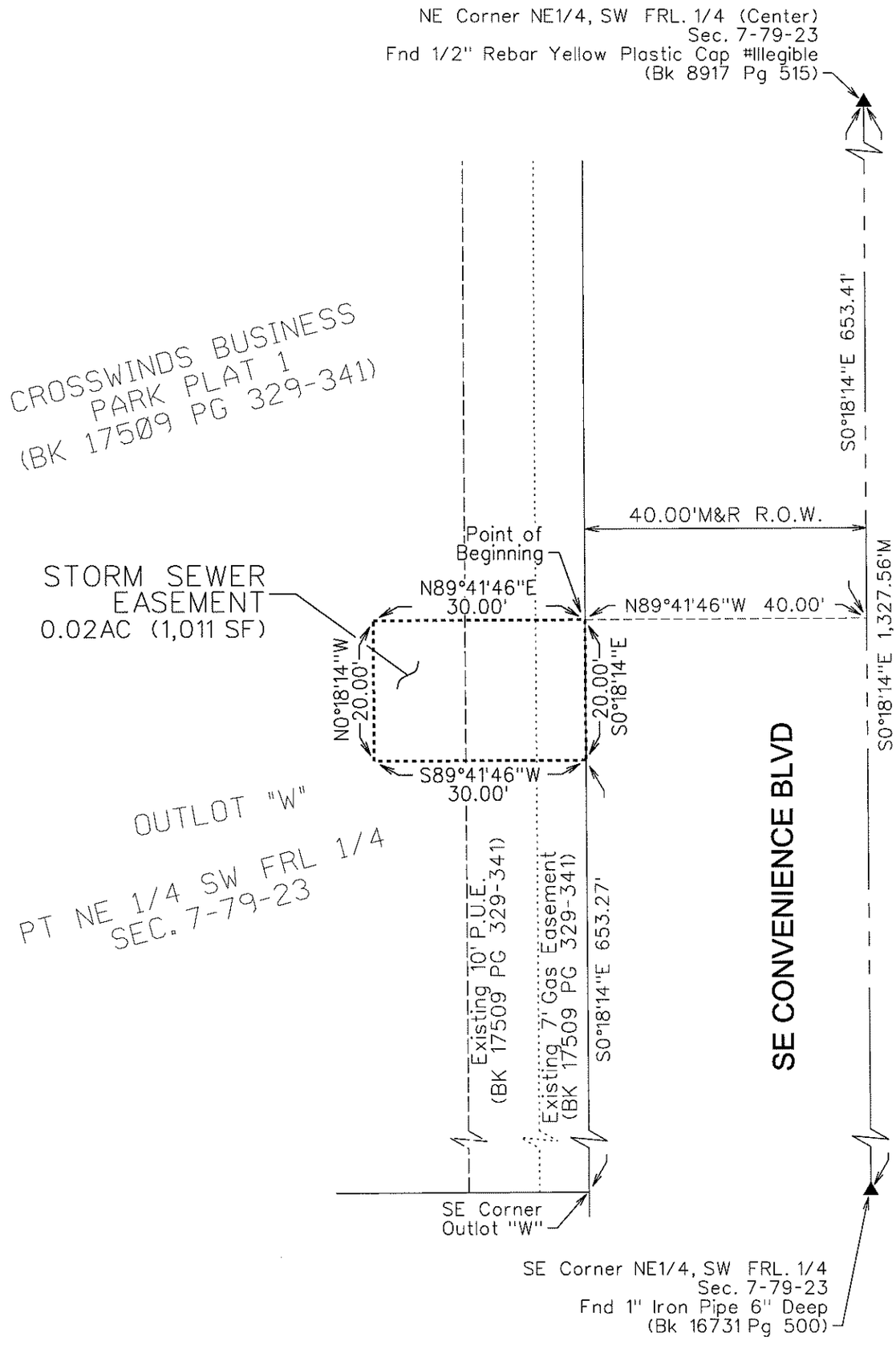
3/23/2022
jdpoole

EASEMENT PLAT



SE CROSSWINDS DRIVE - RISE - PHASE 2

PARCEL 2 - LEGACY HOUSBY LLC, LEGACY REICHARDT LLC, & LEGACY CUTLER LLC

SHEET	2 OF 2
PN:	1190290
FLD BK:	1287 PG: 14
DATE:	04/05/21
PM/TECH:	TLC/JDP

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
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3/23/2022
jdpoole

Prepared by: Timothy C. Hogan, Hogan Law Office, 1717 Ingersoll Ave, Ste 200, Des Moines, IA 50309 (515) 279-9059
Return to: City Clerk, City of Ankeny, 410 W 1st St, Ankeny, IA 50023

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **Legacy Housby, LLC, Legacy Reichardt, LLC**, and **Legacy Cutler, LLC**, each an Iowa limited liability company (collectively "Grantor"), tenant in common owners of the Easement Area hereinafter described, in consideration of the sum of one dollar ($1.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the **City of Ankeny, Iowa**, a municipal corporation (the "City"), a temporary construction easement (the "Easement") under, through, and across the real property described and depicted on **Exhibit "A"** (the "Easement Area") to use as much of the surface and sub-surface thereof to keep and maintain grading, equipment staging and stockpiling activities whenever necessary within the Easement Area to facilitate the construction and installation of roadway improvements and public utilities (the "Improvements") benefiting the adjacent real estate development generally known as Crosswinds Business Park.

This Easement shall be subject to the following terms and conditions:

1. Obstructions Prohibited. Grantor 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 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 Grantor.

3. Right of Access. The City and its contractors, agents and assigns, shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement as herein described from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction,

planting or material placed or erected within the Easement Area and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

4. Property to be Restored. Upon completion of the Improvements, the City shall restore the Easement Area to a condition substantially the same as prior to use of this Easement, except for any grading and above ground improvements which shall remain in place as a part of the Improvements. Such restoration shall include grading, restoration of topsoil depth, seeding of grassy areas disturbed by the work, and removal of all debris and equipment.

5. Hold Harmless. Grantor agrees to indemnify and hold harmless the City, its elected officials, employees, officers, agents, representatives, contractors and attorneys from and against any and all claims or demands for liability, loss, damage, costs, expenses or attorney's fees of any kind for actions or omissions of Grantor arising out of or in connection with any undertaking arising out of otherwise related to this Easement.

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. The easements and obligations provided for herein shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and shall be deemed to be covenants running with the land.

8. Termination. This Easement shall automatically terminate on the earlier to occur of (i) the acceptance of the Improvements by the City or (ii) December 31, 2022. After such time, this Easement shall be null and void.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Dated MARCH 22, 2022.

LEGACY HOUSBY, LLC,
an Iowa limited liability company

By: _____
Patricia S. Housby, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 22, 2022, by Patricia S. Housby, Manager of Legacy Housby, LLC.

_____
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

LEGACY CUTLER, LLC,
an Iowa limited liability company

By: _____
Diane R. Cutler, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 23, 2022, by Diane R. Cutler, Manager of Legacy Cutler, LLC.

_____
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

LEGACY REICHARDT, LLC,
an Iowa limited liability company

By: Carole S. Reichardt
Carole S. Reichardt, Manager

STATE OF IOWA, COUNTY OF POLK, ss

This record was acknowledged before me on March 24, 2022, by Carole S. Reichardt, Manager of Legacy Reichardt, LLC.

Rebecca Rupp
Notary Public

NOTARIAL SEAL IOWA
REBECCA RUPP
Commission Number 159663
My Commission Expires
February 21, 2024

ACCEPTANCE BY CITY OF ANKENY, IOWA

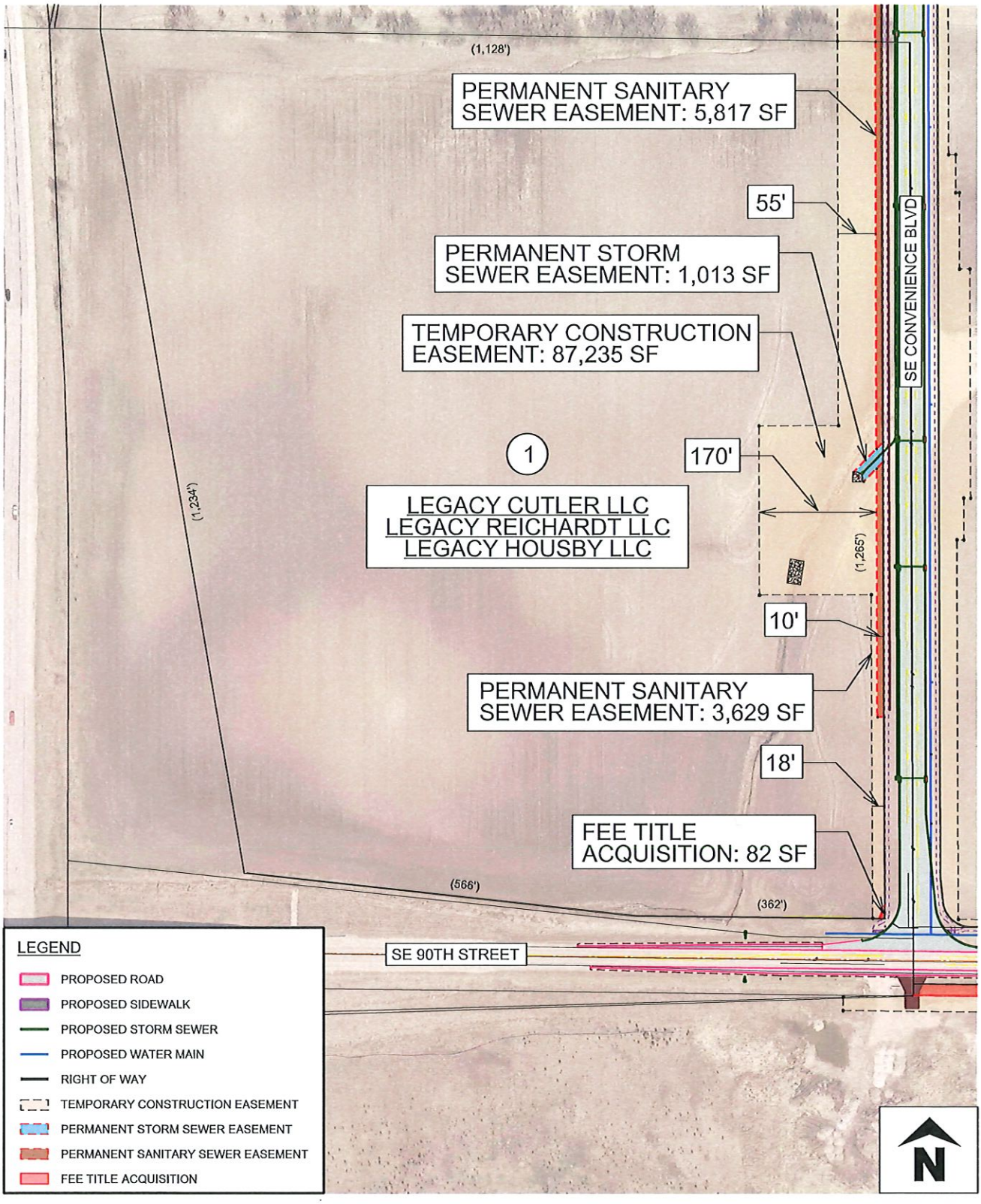
I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Ankeny by Resolution passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in such Resolution.

Signed this _____ day of _____, 2022.

_____

City Clerk of Ankeny, Iowa

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT



PARCEL 1 - LEGACY CUTLER LLC, LEGACY REICHARDT LLC, LEGACY HOUSBY LLC

SCALE: 1"=200'

DATE: 10/01/21

SNYDER & ASSOCIATES

city of Ankeny bringing it all together

PROJECT NAME: SE CROSSWINDS DRIVE - RISE - PHASE 2

PROJECT #: 119.0290.01

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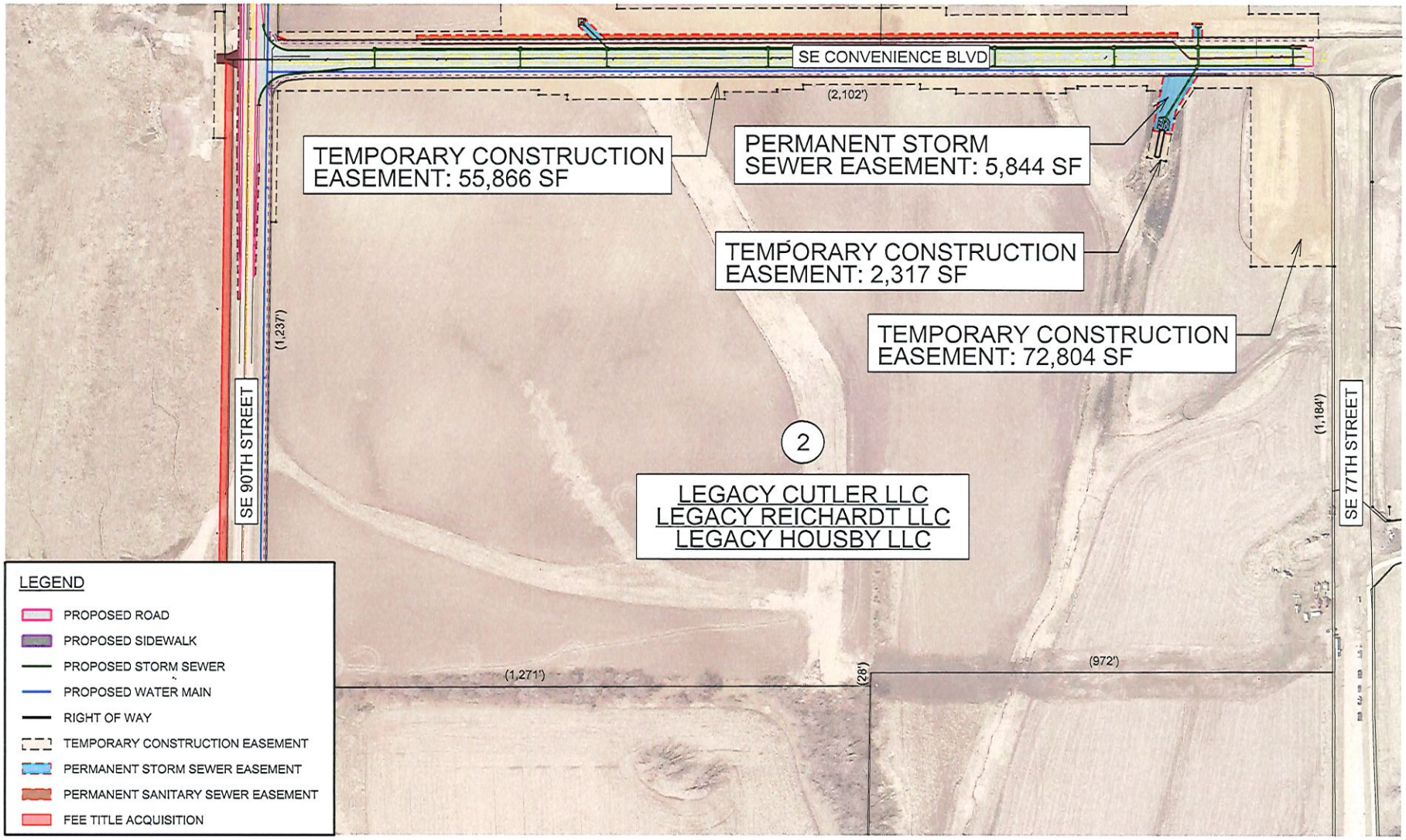
9/30/2021
egutierrez



city of Ankeny
bringing it all together

SNYDER & ASSOCIATES

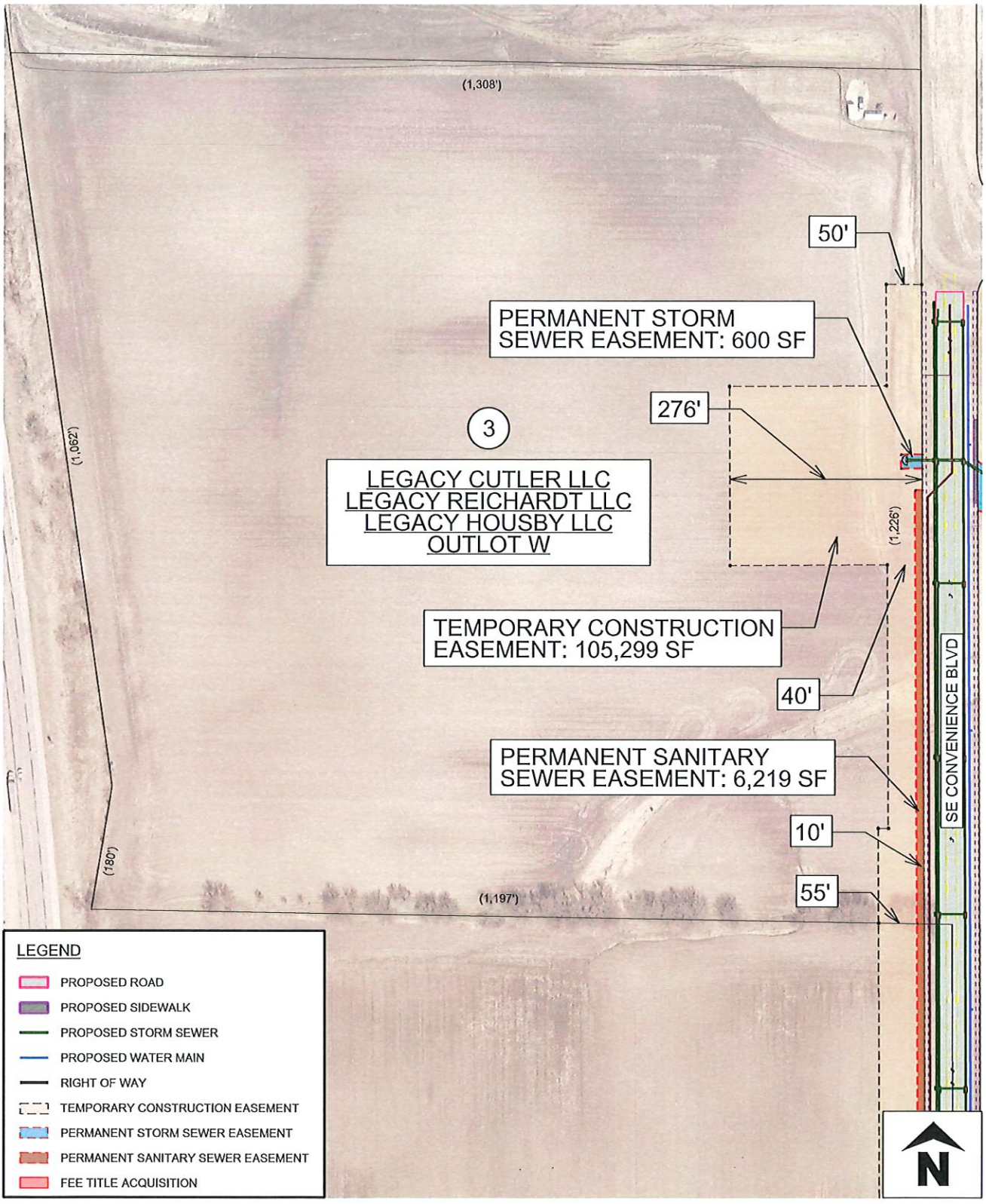
PARCEL 2 - LEGACY CUTLER LLC, LEGACY REICHARDT LLC, LEGACY HOUSBY LLC

PROJECT NAME: SE CROSSWINDS DRIVE - RISE - PHASE 2

SCALE: 1"=300'

DATE: 10/01/21

PROJECT #: 119.0290.01



PARCEL 3 - LEGACY CUTLER LLC, LEGACY REICHARDT LLC, LEGACY HOUSBY LLC - OUTLOT W

SCALE: 1"=200'

DATE: 10/01/21

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

PROJECT NAME: SE CROSSWINDS DRIVE - RISE - PHASE 2

PROJECT #: 119.0290.01

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9/30/2021
egutierrez

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Fire

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the 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.

EXECUTIVE SUMMARY:

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 very difficult to find as American LaFrance has since gone out of business.

The total cost of $1,454,316 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 approve the 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.

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 13, 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 Pierce Velocity Second Generation Pumper. This pricing is for the purchase of a second apparatus as proposed if purchased with a two (2) truck order.

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 Prior to Payment Discount Options Detailed Below:	$725,380.00

100% Prepayment Option:

Should you elect to make 100% payment at contract execution an advanced payment discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Payment Discount:	$725,380.00
Less Advanced Payment Discount:	$35,451.00
Contract Purchase Price:	$689,929.00

Progress Payment Option:

Should you elect to make a chassis progress payment a discount can be subtracted from the Base Unit Price, resulting in the following contract amount:

Base Unit Price Prior to Progress Payment Discount:	$725,380.00
Less Chassis Progress Payment Discount:	$13,713.00
Contract Purchase Price:	$711,667.00

Chassis progress payment due will be in the amount of $457,128.00.

Other Payment Option:

The above prepayment options are the most common taken. However, custom prepayment options are available on any funds prepaid prior to their due dates. Should the opportunity exist to have other prepayment amounts or intervals other than the proposed above, please provide and a custom prepayment option quote can be calculated for your review.

100% Performance Bond:
Should you elect to have Performance Bond provided $1,778.00 will need to be added to the above pricing detail.

Terms and Conditions:
Pricing Validity – Proposal pricing is valid for 15 calendar days.

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.

100% Prepayment Option:
Payment due in full at time of receipt and acceptance of contract or purchase order.

Custom Chassis Progress Payment Option:
The chassis progress payment is due 120 days after receipt and acceptance of contract or purchase order.

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

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a Resolution regarding the First Amendment to the Interim Tower Lease Agreement between the City and T-Mobile, which involves setting a Public Hearing date on the agreement.

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.

A public hearing on this amendment to the lease agreement between the parties is required under Section 364.7 of the Iowa Code.

FISCAL IMPACT: **??Yes**

Approval of this specific item, setting a Public Hearing, does not carry a significant financial impact, however subsequent action by the City Council after the Public Hearing could impact future revenue received by the City. 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:

The City Manager recommends City Council approve the motion adopting the resolution setting the Public Hearing for May 2, 2022 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution No. 130-97, a Resolution Authorizing the Execution of a Lease Agreement with Western PCS I Corporation was approved by City Council on July 7, 1997.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
Proposed Amendment Ash Tower Lease

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SETTING OF A HEARING ON APPROVAL OF 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, pursuant to Section 364.7 of the Iowa Code, a public hearing is required on the Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the proposed Amendment is hereby set for the 2nd day of May 2022 at 5:30 o'clock p.m., at City Council Chambers, 1250 SW District Drive, in the City of Ankeny.

BE IT FURTHER RESOLVED, that Notice of said hearing shall be published as required by law.

PASSED AND APPROVED, the ____ day of _____ 2022.

_____
Mark E. Holm, Mayor

Attest:

_____
Michelle Yuska, City Clerk

NOTICE OF PUBLIC HEARING

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST WHO MAY BE ENTITLED TO NOTICE AND OPPORTUNITY TO BE HEARD ON INTENT APPROVE FIRST AMENDMENT TO INTERIM TOWER LEASE AGREEMENT BY AND BETWEEN CITY OF ANKENY AND T-MOBILE CENTRAL, LLC

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the City of Ankeny, Iowa, will hold a public hearing on the 2nd day of May 2022, at 5:30 o'clock p.m. at City Council Chambers, 1250 SW District Drive, in the City of Ankeny, for purposes of discussing the intent approve First Amendment to Interim Tower Lease Agreement dated July 7, 1997, by and between the City of Ankeny and T-Mobile Central, LLC, 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.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a copy of proposed Amendment can be seen at the City Clerk's Office located at the Ankeny City Hall, 410 W 1st Street, Ankeny, Iowa, during regular business hours through the date of the hearing.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that at the time and place aforesaid all persons will have opportunity to be heard for or against said agreement. Following such hearing, the Ankeny City Council will take action on said approval without further notice or opportunity for hearing.

DATED the ____ day of _____ 2022.

_____
Mark E. Holm, Mayor

Attest:

_____
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ___ day of _____ 2022.

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 (5^{th}) 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.

DocuSign Envelope ID: C50097C8-D97E-4658-856E-1EB43C0ABDAF

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

TENANT:

T-Mobile Central LLC,
a Delaware limited liability company

By: DocuSigned by: Brandon Griffiths AB7AD2234E304E3...

Print Name: Brandon Griffiths

Title: Sr.Manager, Technology Sourcing

Date: 2/7/2022

TMO Signatory Level: L07/SL07

By: _____

Print Name: _____

Title: _____

Date: _____

John J. Velasquez Digitally signed by John J. Velasquez DN: cn=John J. Velasquez, o=T-Mobile USA, Inc., ou=Legal Affairs, email=John.Velasquez@t-mobile.com, c=US Date: 2022.01.28 17:50:24 -05'00'

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider Mayor Appointments to Boards and Commissions as follows:

Cultural Arts Board

- Jason Follett - reappointment - terms begins 5/01/2022; term ends 4/30/2026

- JoAnne Adamson - reappointment - term begins 05/01/2022; term ends 4/30/2026
- Don Zuck - reappointment - term begins 05/01/2022; term ends 4/30/2026
- Kim Johnson-Smith - reappointment - term begins 05/01/2022; term ends 4/30/2026

Economic Development Council

- Amy Wiederin - effective immediately - term ends 6/30/2023 (Seat 2)

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to expiring Boards and Commissions

---

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Appointments- 2022

SEAT NO.	Current Appointment	Expires	Re-Appt Application	Appointment 1/18/2022	New Expire
	Board of Adjustments -5				
1	Nichole Sungren	1/31/2022	Yes	Nichole Sungren	12/31/2026
	Economic Development -3				
1	Open	6/30/2020		*	6/30/2023
2	Open	6/30/2020		*	6/30/2023
3	Open	6/30/2020		*	6/30/2023
4	Open	6/30/2021		#	6/30/2024
5	Phyllis Tinker	6/30/2021	Yes	Phyllis Tinker	6/30/2024
6	Andrew Moffit	6/30/2021	Yes	Andrew Moffit	6/30/2024
7	Dustin Leo	6/30/2022	Yes	Dustin Leo	6/30/2025
8	Corey Morrison	6/30/2022	Yes	Corey Morrison	6/30/2025
9	Ben Digmann	6/30/2022	Yes	Ben Dingman	6/30/2025
10	Open - Remove by Ordinance				
11	Open - Remove by Ordinance				
	Examiners and Appeals -3				
2	Patti Hood	1/31/2022	No	#	12/31/2024
3	Scott Stephan	1/31/2022	Yes	Scott Stephan	12/31/2024
	Human Rights Commission -3				
4	Mindi Hguyen	12/31/2021	Yes	Mindi Hguyen	12/31/2024
5	Lindsay Norland	12/31/2021	Yes	Lindsay Norland	12/31/2024
6	Tim Olson	12/31/2021	Yes	Tim Olson	12/31/2024
7	Jeanette Thomas	12/31/2021	No	Aubrey Martinez	12/31/2024
2	Stephanie Gott	12/31/2022	Resigned	Larua Parkinson	12/31/2025
	Park Board -4				
1	Amber Smith	1/31/2022	Yes	Amber Smith	1/31/2025
2	Nichoel Church	1/31/2022	Yes	Nichoel Church	1/31/2025
	Planning and Zoning -4				
1	Trina Flack	1/31/2022	Yes	Trina Flack	12/31/2025
2	Todd Ripper	1/31/2022	Yes	Todd Ripper	12/31/2025
3	Glenn Hunter	1/31/2022	Yes	Glenn Hunter	12/31/2025
4	Open	12/31/2023		*	12/31/2023

* - Seeking applicants

- Interview Scheduled

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Enhance Quality of Life ??

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Ord 2106: An Ordinance establishing street grade elevations along a portion of NE 36th Street.

EXECUTIVE SUMMARY:

The action before the council is the passage of a street grade ordinance. This grade ordinance is required as a part of the proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive per Section 384.39: Improvements Brought to Grade, of the Iowa Code.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve third consideration of Ordinance No. 2106, an Ordinance establishing street grade elevations along a portion of NE 36th Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2106, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2106

ORDINANCE 2106

AN ORDINANCE ESTABLISHING STREET GRADE ELEVATIONS
ALONG A PORTION OF NE 36TH STREET

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

Section 1. That the following provisions are applicable to the street grade elevations established in this ordinance:

a. Datum Plane: All grades are established and described in feet and decimals of feet with respect to a horizontal plane known as the datum plane.

b. Benchmark: Bury bolt on hydrant north of east end of NE 36th Street median island. Hydrant is located approximately 615 feet east of the centerline intersection of NE 36th Street / I-35 Northbound Entrance and Exit Ramps terminal and approximately 71 feet north of the NE 36th Street centerline. Elevation=966.78

c. Grades: The intermediate elevations between the grade points as established shall be straight lines except at the intersection of grade lines where vertical curves shall be used.

d. Street Grades: Street grade elevations for eastbound NE 36th Street shall be along the profile grade line (PGL) at the center lane line of the eastbound lanes unless specifically established otherwise. Street grade elevations for westbound NE 36th Street shall be along the PGL at the center lane line of westbound lanes unless specifically established otherwise. Street grade elevations along a portion of NE 36th Street, also designated as Polk County NE 110th Avenue, from the NE Four Mile Drive intersection and east shall be along the PGL at the centerline of the street unless specifically established otherwise.

e. Street Stationing: The stationing for eastbound NE 36th Street shall commence approximately 108 feet east of the centerline intersection of NE 36th Street / I-35 Northbound Entrance and Exit Ramps terminal. The beginning station shall be 85+89.73 and continue east to the intersection of NE Four Mile Drive (Station 105+42.77) and continue east along a portion of NE 36th Street, also designated as Polk County NE 110th Avenue, to Station 110+00.00.

   The station for westbound NE 36th Street shall commence approximately 468 feet east of the centerline intersection of NE 36th Street / I-35 Northbound Entrance and Exit Ramps terminal. The beginning station shall be 89+49.25 and continue east to the intersection of NE Four Mile Drive (Station 105+42.77) and continue east along a portion of NE 36th Street also designated as Polk County NE 110th Avenue to Station 110+00.00.

Section 2. Street grades for NE 36th Street are hereby established as follows:

From the eastbound beginning station (Station 85+89.73) to Station 104+85.00 street grades along the eastbound PGL are hereby established as follows:

NE 36th Street (Eastbound)	
Station	Elevation
85+89.73	956.88 VPI
86+75.00	958.59 VPC
88+75.00	961.09 VPT
90+75.00	962.09 VPC
93+75.00	960.59 VPT
96+00.00	957.21 VPC
99+00.00	954.21 VPT
104+85.00	951.29 VPI

From the westbound beginning station (Station 89+49.25) to Station 104+85.00 street grades along the westbound PGL are hereby established as follows:

NE 36th Street (Westbound)	
Station	Elevation
89+49.25	962.52 VPI
90+00.00	962.87 VPC
91+50.00	962.84 VPT
92+00.00	962.46 VPC
94+00.00	960.21 VPT
96+00.00	957.21 VPC
99+00.00	954.21 VPT
104+85.00	951.29 VPI

From Station 104+85.00 to the intersection of NE Four Mile Drive (Station 105+42.77) street grades along the NE 36th Street centerline are hereby established as follows:

NE 36th Street	
Station	Elevation
104+85.00	951.63 VPI
105+42.77	951.34 VPI

From the intersection of NE Four Mile Drive (Station 105+42.77) to Station 110+00.00 street grades along the NE 36th Street (NE 110th Avenue) centerline are hereby established as follows:

NE 36th Street (NE 110th Avenue)	
Station	Elevation
104+85.00	951.63 VPI
105+42.77	951.34 VPI
107+00.00	949.76 VPC
108+50.00	949.27 VPT
110+00.00	949.79 VPI

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 18th day of April, 2022.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 22ND DAY OF APRIL, 2022.

1st Con 3/21/22
2nd Con 4/04/22
3rd Con 4/18/22

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Public Works

COUNCIL GOAL:
Enhance Quality of Life ??

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Ord 2107: An Ordinance establishing street grade elevations along a portion of NE Four Mile Drive.

EXECUTIVE SUMMARY:

The action before the council is the passage of a street grade ordinance. This grade ordinance is required as a part of the proposed NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive per Section 384.39: Improvements Brought to Grade, of the Iowa Code.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve third consideration of Ordinance 2107, an Ordinance establishing street grade elevations along a portion of NE Four Mile Drive.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2107, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2107

ORDINANCE 2107

AN ORDINANCE ESTABLISHING STREET GRADE ELEVATIONS
ALONG A PORTION OF NE FOUR MILE DRIVE

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

Section 1. That the following provisions are applicable to the street grade elevations established in this ordinance:

a. Datum Plane: All grades are established and described in feet and decimals of feet with respect to a horizontal plane known as the datum plane.

b. Benchmark: Railroad spike in the power pole located near the northwest quadrant of the intersection of NE 36th Street / NE Four Mile Drive. Pole is located approximately 37 feet west of the NE Four Mile Drive centerline and approximately 39 feet north of NE 36th Street centerline. Elevation = 948.24

c. Grades: The intermediate elevations between the grade points as established shall be straight lines except at the intersection of grade lines where vertical curves shall be used.

d. Street Grades: Street grade elevations for NE Four Mile Drive shall be along the profile grade line (PGL) at the centerline of the street unless specifically established otherwise.

e. Street Stationing: The stationing for NE Four Mile Drive shall commence approximately 400 feet south of the centerline intersection of NE Four Mile Drive / NE 36th Street. The beginning station shall be 11+34.82 and continue north to the intersection of NE 36th Street (Station 15+33.86) and continue north approximately 565 feet (Station 21+00.00).

Section 2. Street grades are hereby established as follows:

NE Four Mile Drive	
Station	Elevation
11+34.82	948.23 VPI
12+25.00	948.43 VPC
13+75.00	949.47 VPT
15+33.86	951.34 VPI
18+10.00	949.75 VPC
19+70.00	949.62 VPT
21+00.00	950.16 VPI

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this **18th** day of **April**, 2022.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 22ND DAY OF APRIL, 2022.

1st Con 3/21/22
2nd Con 4/04/22
3rd Con 4/18/22

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st 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. (PH 2022-40)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2108 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2108.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
P&Z Stamped Rezoning Map
PUD Document
Color Elevations

Preparer Information: Ruth Hulstrom, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr, Ankeny, IA 50023 Phone: 515-963-3556

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY 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 16th day of May, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Diane Klemme, Deputy Clerk

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

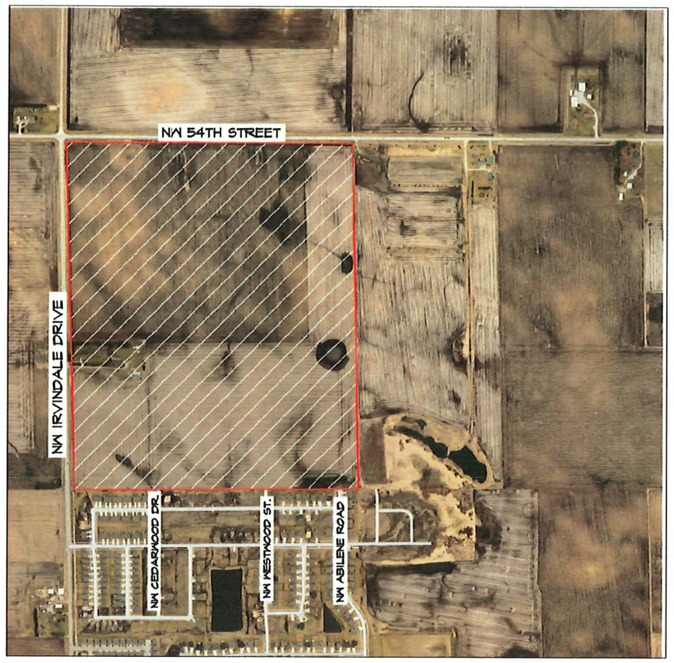
1st Con 4/18/2022 (Public Hearing)
2nd Con 5/2/2022
3rd Con 5/16/2022

REZONING SKETCH

MOECKLY PROPERTY

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
edferrier67@gmail.com
NORTH HALF

HELEN MOECKLY TRUST
4825 NW IRVINEDALE DR
ANKENY, IA 50023-7419
SOUTH HALF

DEVELOPER:
FOURSTAR DEVELOPMENT L.L.C
MARK BOCKENSTEADT
1008 NW RIDGE ROAD
ANKENY, IA 50023
515-249-2423
markbock@yahoo.com

PROJECT MANAGER:
BART TURK
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET, #12
DES MOINES, IOWA 50322
515-276-4884
TURK@CECIAC.COM

ZONING/LAND USE

EXISTING: R-1

PROPOSED: PUD

LEGAL DESCRIPTION

THE NORTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼) OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

AND

THE SOUTH HALF OF THE NORTHWEST FRACTIONAL QUARTER (NW FRL ¼) OF SECTION 3, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date March 23, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter Chairperson
B. Kuykendall Secretary

RECEIVED
MAR 25 2022
CITY OF ANKENY

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

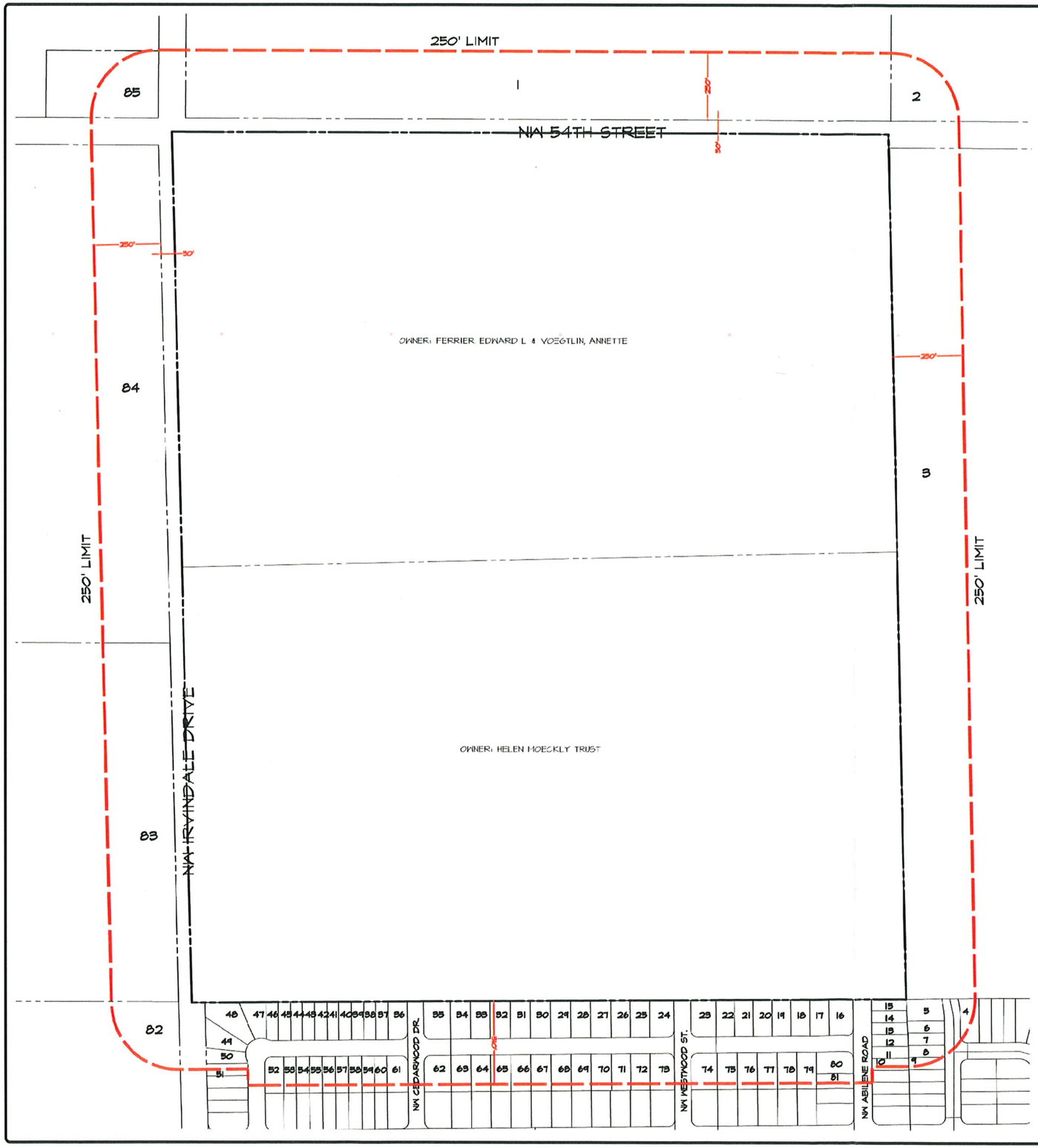
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceciac.com
CEC

DATE:
02-04-2022
REVISION 03-15-2022
DATE OF SURVEY: ----
DESIGNED BY: BAT
DRAWN BY: MM

MOECKLY PROPERTY
ANKENY, IOWA
COVER

SHEET — OF 2
A-2133

O:\A-FILES\A-2100\A2133 - CEO Ferrier Rezoning\A2133 revit\COVER.dwg, 3/15/2022 2:13:29 PM, timeguru (1)



PROPERTY OWNERS

1. HARRISON FARMS LTD
3510 NW 118TH ST
ANKENY, IA 50023-7844
2. MOECKLY FAMILY FARM LLC
4121 NW 110TH AVE
POLK CITY, IA 50226-111
3. HOPE K FARMS LLC
4500 WESTOWN PARKWAY, STE 227
WEST DES MOINES, IA 50266
4. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
5. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
6. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
7. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
8. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
9. RUSSELL SLUITER
4318 NW SHARMIN DR
ANKENY, IA 50023-2178
10. SHERELL STEPHENS
4314 NW ABILENE RD
ANKENY, IA 50023-8366
11. AMY FIERCE
4323 NW ABILENE RD
ANKENY, IA 50023-8366
12. CLASSIC HOLDINGS LLC
8514 NW 23RD CT
ANKENY, IA 50023-0065
13. CLASSIC HOLDINGS LLC
8514 NW 23RD CT
ANKENY, IA 50023-0065
14. STEVEN J HALL
4404 NW ABILENE RD
ANKENY, IA 50023-8367
15. TANELLA M CASE
4413 NW ABILENE RD
ANKENY, IA 50023-8367
16. DANIEL G BUCHEIT
2304 NW 44TH ST
ANKENY, IA 50023-8372
17. ROBERT JOHN BEGHOLD
2308 NW 44TH ST
ANKENY, IA 50023-8372
18. BRENT RANSEN
2312 NW 44TH ST
ANKENY, IA 50023-8372
19. KEVIN T BURNETT
2316 NW 44TH ST
ANKENY, IA 50023-8372
20. TAN G HUYNH
2402 NW 44TH ST
ANKENY, IA 50023-8371
21. RUSSELL SMITH
2406 NW 44TH ST
ANKENY, IA 50023-8371
22. MARK A KELLY
2410 NW 44TH ST
ANKENY, IA 50023-8371
23. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
24. LEVI J GROVE
2508 NW 44TH ST
ANKENY, IA 50023-8348
25. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
26. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
27. ROSS J REICKS
2520 NW 44TH ST
ANKENY, IA 50023-8348
28. AUSTIN LANE UNDERWOOD
2602 NW 44TH ST
ANKENY, IA 50023-8341
29. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
30. CY HOMES LLC
1512 18TH AVE W
SPENCER, IA 51301-2133
31. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
32. CY HOMES LLC
1512 18TH AVE W
SPENCER, IA 51301-2133
33. SPENCER FARRELL
2716 NW 44TH ST
ANKENY, IA 50023-8341
34. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
35. RONALD R OZMUN
2724 NW 44TH ST
ANKENY, IA 50023-8341
36. ERIKA JOZJI SIMONS DE FANTI
2726 NW 44TH ST
ANKENY, IA 50023-8341
37. DARRELL D KRUSE
2802 NW 44TH ST
ANKENY, IA 50023-8342
38. GARY SIMMONS
2806 NW 44TH ST
ANKENY, IA 50023-8342
39. LLOYD E JACKSON
2810 NW 44TH ST
ANKENY, IA 50023-8342
40. SHARON L CRAWFORD
2814 NW 44TH ST
ANKENY, IA 50023-8342
41. JARED SMITH
2818 NW 44TH ST
ANKENY, IA 50023-8342
42. ALISON ANN RUSSELL
2822 NW 44TH ST
ANKENY, IA 50023-8342
43. ROBERT RYNERD
2826 NW 44TH ST
ANKENY, IA 50023-8342
44. ROBERT A GAST
2830 NW 44TH ST
ANKENY, IA 50023-8342
45. TERESA M GREEN
2914 NW 44TH ST
ANKENY, IA 50023-8343
46. WILLIAM WALKER
2918 NW 44TH ST
ANKENY, IA 50023-8343
47. JOHN RICHARD RYAN
2922 NW 44TH ST
ANKENY, IA 50023-8343
48. DAVID SHAW
2926 NW 44TH ST
ANKENY, IA 50023-8343
49. RICKIE MILLER
4408 NW NORTHWOOD DR
ANKENY, IA 50023-1071
50. DEBRA LIANN NELSON
4404 NW NORTHWOOD DR
ANKENY, IA 50023-1071
51. SEAN P COY
4316 NW NORTHWOOD DR
ANKENY, IA 50023-1058
52. MARY EL ZABETH STOLTENBERG
2915 NW 44TH ST
ANKENY, IA 50023-8343
53. JULIANNE WILLS
2911 NW 44TH ST
ANKENY, IA 50023-8343
54. JEFFREY WILKINSON
2827 NW 44TH ST
ANKENY, IA 50023-8342
55. CARROLL & SHIRLEY SPANGLER LIVING TRUST
2823 NW 44TH ST
ANKENY, IA 50023-8342
56. JEFFREY D SMITH
2819 NW 44TH ST
ANKENY, IA 50023-8342
57. MARCIA ALGER
2815 NW 44TH ST
ANKENY, IA 50023-8342
58. VICKI LONG
2811 NW 44TH ST
ANKENY, IA 50023-8342
59. CURTIS RUBY
2807 NW 44TH ST
ANKENY, IA 50023-8342
60. VIKI VERLENE WALBRIDGE FAMILY TRUST
7888 QUAIL ST
ARVADA, CO 80005-3460
61. JERRY HANSEL
2727 NW 44TH ST
ANKENY, IA 50023-8341
62. DYLAN JOHN COOPER
2723 NW 44TH ST
ANKENY, IA 50023-8341
63. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
64. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
65. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
66. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
67. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
68. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
69. TYLER K JASCHKE
2601 NW 44TH ST
ANKENY, IA 50023-8344
70. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
71. TRICIA DECONTEE GABRIEL
2315 NW 44TH ST
ANKENY, IA 50023-8348
72. JOSHUA L MOULTON
DR HORTON - IOWA LLC
1110 SW PLAZA SHOPS LN
ANKENY, IA 50023-7080
73. CASEY VAN ANDEL
2507 NW 44TH ST
ANKENY, IA 50023-8348
74. STEVE OLSON
2413 NW 44TH ST
ANKENY, IA 50023-8371
75. TRENT WEATHERMAN
2409 NW 44TH ST
ANKENY, IA 50023-8371
76. JUDITH D PULLIN
2405 NW 44TH ST
ANKENY, IA 50023-8371
77. JOHN DURHAM
2401 NW 44TH ST
ANKENY, IA 50023-8371
78. NATALIE JOY RIDER
2311 NW 44TH ST
ANKENY, IA 50023-8372
79. JOSHUA SHAVER
2307 NW 44TH ST
ANKENY, IA 50023-8372
80. CLASSIC HOLDINGS LLC
4312 NW ABILENE RD
ANKENY, IA 50023
81. CLASSIC HOLDINGS LLC
4316 NW ABILENE RD
ANKENY, IA 50023
82. DOLORES A SALL
1728 NW 122ND ST
CLIVE, IA 50325-8124
83. MILLER FARM PROPERTIES LC
105 OAKWOOD DR
POLK CITY, IA 50226-1224
84. MOECKLY FAMILY FARM LLC
4121 NW 110TH AVE
POLK CITY, IA 50226-111
85. ISAAC A ANDERSON
1661 NW 118TH AVE
POLK CITY, IA 50226-1144

SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")
0' 200' 400'

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@cecIac.com
CEC

DATE:	02-04-2022
	REVISION 03-15-2022
	-
DATE OF SURVEY:	----
DESIGNED BY:	BAT
DRAWN BY:	MM

MOECKLY PROPERTY
ANKENY, IOWA

REZONING MAP

SHEET 2 OF 2

A-2133

O:\A-FILES\A-2100\2133_CYD Drawings\Rezoning\2133 REZONING MAP.dwg, 3/15/2022 3:13:50 PM, mmorgan, 1:1

MOECKLY PROPERTY
PLANNED UNIT DEVELOPMENT
ANKENY, IOWA
March 17, 2022

PREPARED FOR:
FOURSTAR DEVELOPMENT
Mark Bockenstedt
1003 NW Ridge Rd
Ankeny, IA 50023

CEC
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 March 22, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter Chairperson
B. Hughes 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 54TH 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 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")

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com
CEC

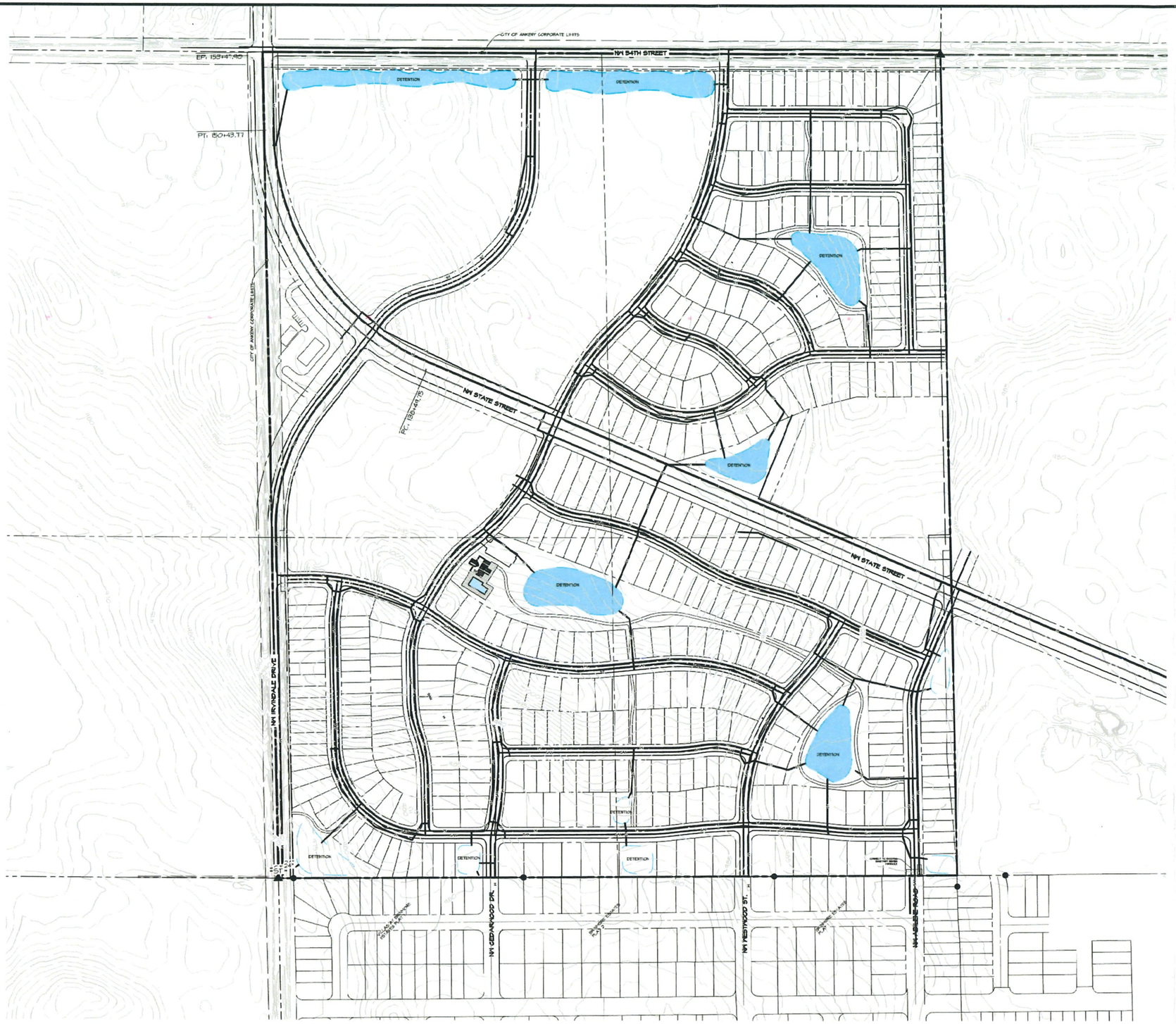
DATE: 3-24-2022
DATE OF SURVEY: ---
DESIGNED BY: BAT
DRAWN BY: MM

MOECKLY PROPERTY
ANKENY, IOWA

LAND USE PLAN

SHEET
OF 14

A-2133



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")
0' 100' 200

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 · Des Moines, Iowa 50322
515.276.4884 · mail@cecliac.com
CEC

DATE:	
	02-04-2022
	REVISION 08-15-2022
DATE OF SURVEY:	---
DESIGNED BY:	BAT
DRAWN BY:	MH

MOECKLY PROPERTY
ANKENY, IOWA

UTILITY PLAN & TOPOGRAPHY

SHEET 12 OF 14

A-2133

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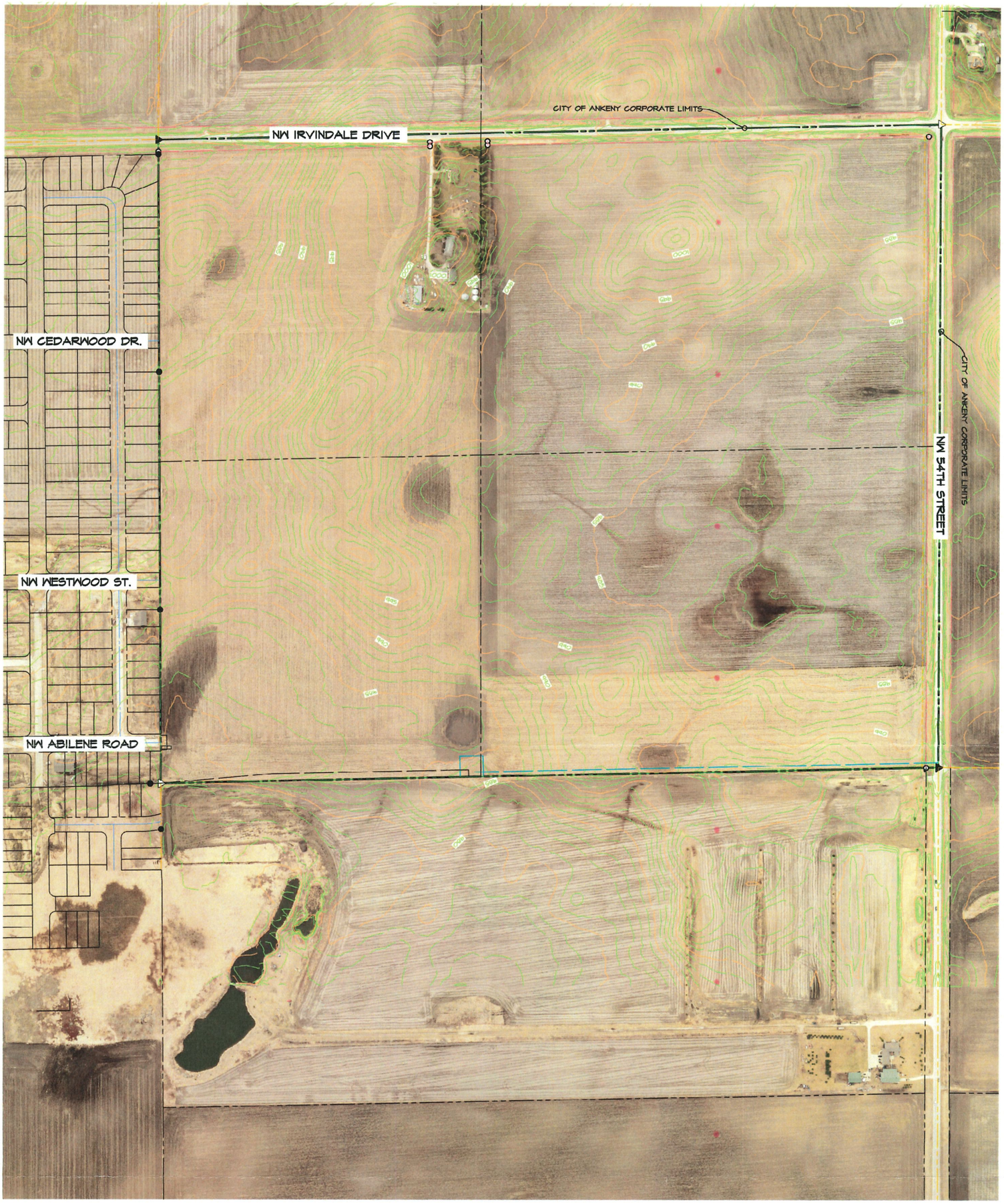

SCALE: 1"=400' (8.5x11")
SCALE: 1"=200' (22x34")
0
200
400

NORTH

SHEET 3 OF 14

A-2135

MOECKLY PROPERTY
ANKENY, IOWA

EXISTING CONDITIONS

DATE:	02-04-2022
	REVISION 03-15-2022
	.
DATE OF SURVEY:	----
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DRAWN BY:	MM

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

AREA MAP OF ANKENY PLAN 2040 LAND USES

AREA MAP OF PROPOSED LAND USES

SCALE: 1"=1000' (11"x17")
SCALE: 1"=500' (22"x34")
0' 500' 1000'

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@cecIac.com
CEC

DATE:	
	02-04-2022
REVISION 03-15-2022	
.	
DATE OF SURVEY:	----
DESIGNED BY:	BAT
DRAWN BY:	MH

MOECKLY PROPERTY
ANKENY, IOWA
LAND USE COMPARISON

SHEET 14 OF 14
A-2133

Q:\A FILES\A 2100\A2133\ CTD Drawings\Rezoning\A2133 (11) LAND USE COMP.dwg, 3/15/2022 3:57:16 PM, mmorgan, 1:1

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 March 22, 2022
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
G. Hunter Chairperson
B. Inglesang Secretary

Modern Farmhouse

SUMMIT HOMES
A Berkshire Hathaway Affiliate

(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.)

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THE BRADFORD

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 3 Car Garage
- 1,703 Sq. Ft (approx.)

CRAFTSMAN

MEDITERRANEAN

SUMMIT HOMES
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cobalt

the hue series

ranch

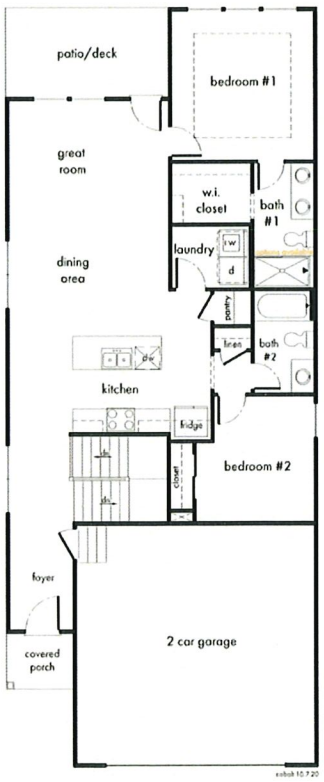
2 bedroom

2 bathroom

2 car garage

1,265 square feet (approx.)

optional lower level finish



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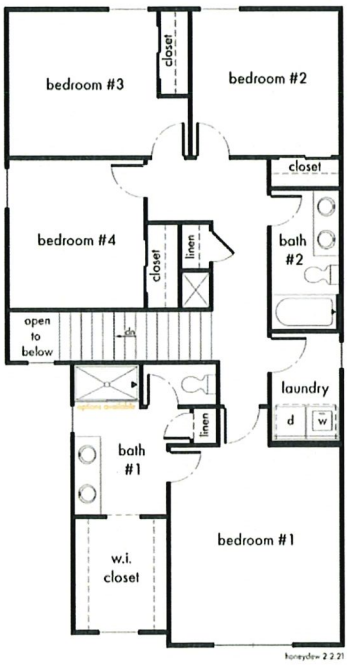
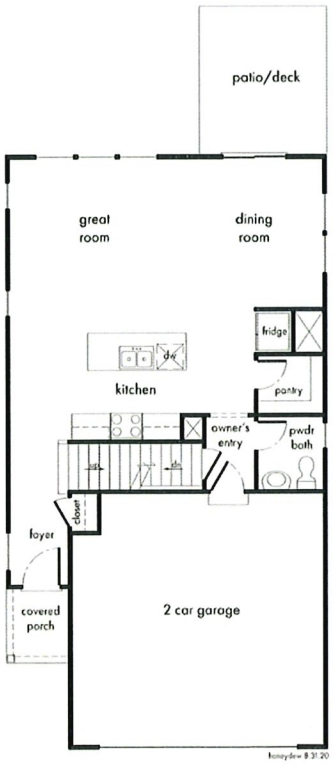
honeydew

the hue series

2 story
4 bedroom
2.5 bathroom
2 car garage
1,857 square feet (approx.)
optional lower level finish





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saffron

the hue series

2 story

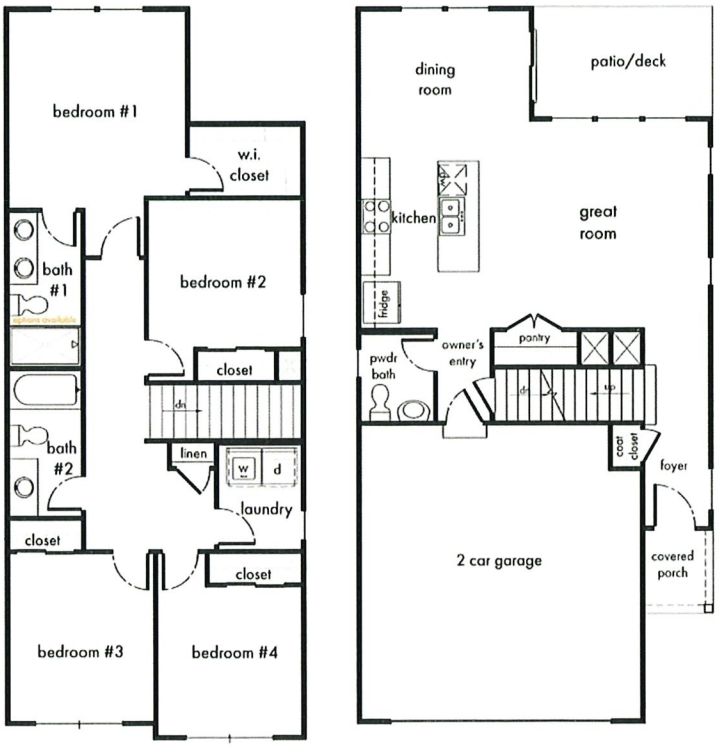
4 bedroom

2.5 bathroom

2 car garage

1681 square feet (approx.)

optional lower level finish



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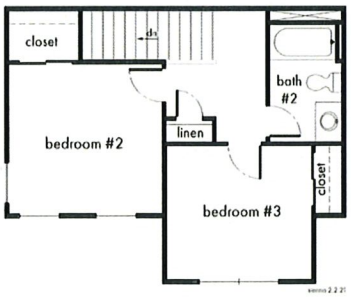
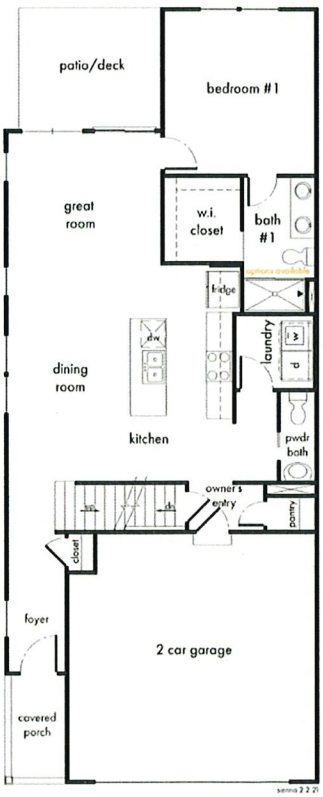
sienna

the hue series

1.5 story
3 bedroom
2.5 bathroom
2 car garage
1,541 square feet (approx.)
optional lower level finish





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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 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.)

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A Berkshire Hathaway Affiliate

(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.)

SUMMIT HOMES
A Berkshire Hathaway Affiliate

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.)

Modern Prairie

Modern Farmhouse

SUMMIT HOMES
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THE WESTPORT

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage
- 1,496 Sq. Ft (approx.)

CRAFTSMAN

FARM HOUSE

TUSCAN

SUMMIT HOMES
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THE WILDFLOWER

- Ranch
- 3 Bedrooms
- 2 Bathrooms
- 2 Car Garage
- 1,643 Sq. Ft (approx.)

Modern Prairie

Modern Farmhouse

SUMMIT HOMES
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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

THE WINFIELD

- 2 Story
- 4 Bedrooms
- 3.5 Bathrooms
- 3 Car Garage
- 2,323 Sq. Ft (approx.)

CRAFTSMAN

FARM HOUSE

OLD WORLD

PRAIRIE

SUMMIT HOMES
A Berkshire Hathaway Affiliate

(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.

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 Asphalt Street Resurfacing Program - SW Ordnance Road (PH 2022-38)

EXECUTIVE SUMMARY:

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1,675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, April 12, 2022**.** Three(3) bids were received as follows:

1. OMG Midwest, Inc. dba Des Moines Asphalt & Paving $280,201.23

2. InRoads, LLC $299,472.07

3. Grimes Asphalt and Paving Corp. $327,361.00

The Engineer's Estimate for the project was $324,371.00. The bids were approximately 14% below to 1% above the estimate. OMG Midwest, Inc. dba Des Moines Asphalt & Paving has completed similar projects for the City of Ankeny. It is recommended that the project be awarded to OMG Midwest, Inc. dba Des Moines Asphalt & Paving of Ankeny, Iowa.

Pending project approval and award by the City Council, the Contractor will be required to start the project no earlier than June 6, 2022, and no later than June 27, 2022.

The contractor shall substantially complete the project no later than July 29, 2022. Substantial completion shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic.

The contractor shall fully complete the project no later than August 19, 2022. Full completion shall be defined as all work, including pavement markings and surface restoration, completed, and all improvements ready for final acceptance.

FISCAL IMPACT: **??Yes**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost ($324,371.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2022 Asphalt Street Resurfacing Program - SW Ordnance Road project.

3. Receive and file the report of bids received on April 12, 2022.

4. Approve Resolution, making award of construction contract to OMG Midwest, Inc. dba Des Moines Asphalt & Paving of Ankeny, Iowa.

5. Approve Resolution, approving contract and bonds with OMG Midwest, Inc. dba Des Moines Asphalt & Paving in the amount of $280,201.23.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 21, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as April 12, 2022, and setting the public hearing date as April 18, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION 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 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 approving contract and bonds with OMG Midwest, Inc. dba Des Moines Asphalt & Paving in the amount of $280,201.23.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD", 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

WHEREAS, on the **21st** day of **March**, 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 2022 Asphalt Street Resurfacing Program -SW Ordnance Road; 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 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **APRIL 12, 2022**

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 324,371.—

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Des Moines Asphalt + Paving PO Box 3365 Des Moines, IA 50316	$ 280,201.23	
2) ✓	Inroads LLC 4224 Hubbell Ave Des Moines, IA 50317	$ 299,472.07	
3) ✓	Grimes Asphalt + Paving PO Box 3374 Des Moines, IA 50316	$ 327,361.—	
4)			
5)			
6)			

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 18, 2022 at 5:30 P.M.

Mark Mueller

Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska

Michelle Yuska, City Clerk

Bid Tabulation

2022 Asphalt Street Resurfacing Program - SW Ordnance Road

SW Railroad Drive to South Ankeny Boulevard

April 12, 2022

				Engineer's Estimate			OMG Midwest, Inc. dba Des Moines Ashpalt & Paving			InRoads, LLC			Grimes Asphalt and Paving Corp		
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**
		EARTHWORK													
2.01	2010-D-3	Topsoil, Off-site	CY	308	$60.00	$18,480.00	308	$100.00	$30,800.00	308	$125.00	$38,500.00	308	$93.50	$28,798.00
2.02	2010-E	Excavation, Class 13, For Widening	CY	369	$35.00	$12,915.00	369	$25.00	$9,225.00	369	$42.00	$15,498.00	369	$79.00	$29,151.00
		STREETS AND RELATED WORK													
7.01	7020-A	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	182	$100.00	$18,200.00	182	$102.25	$18,609.50	182	$96.50	$17,563.00	182	$118.00	$21,476.00
7.02	7020-A	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	618	$100.00	$61,800.00	618	$95.80	$59,204.40	618	$94.00	$58,092.00	618	$100.00	$61,800.00
7.03	7020-A	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	641	$100.00	$64,100.00	641	$95.80	$61,407.80	641	$94.00	$60,254.00	641	$100.00	$64,100.00
7.04	7030-A	Removal of Sidewalk	SY	63	$15.00	$945.00	63	$20.00	$1,260.00	63	$38.04	$2,396.52	63	$33.00	$2,079.00
7.05	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	38	$70.00	$2,660.00	38	$100.00	$3,800.00	38	$82.00	$3,116.00	38	$121.00	$4,598.00
7.06	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	$80.00	$2,000.00	25	$150.00	$3,750.00	25	$96.00	$2,400.00	25	$103.00	$2,575.00
7.07	7030-G	Detectable Warnings, Galvanized Steel	SF	32	$60.00	$1,920.00	32	$75.00	$2,400.00	32	$62.00	$1,984.00	32	$72.00	$2,304.00
7.08	7040-A	Full Depth Patches, PCC, Class C, 8" Thick	SY	229	$130.00	$29,770.00	229	$110.00	$25,190.00	229	$195.00	$44,655.00	229	$160.00	$36,640.00
7.09	7040-G	Milling, HMA, 2" Depth	SY	5,239	$4.00	$20,956.00	5,239	$2.10	$11,001.90	5,239	$2.45	$12,835.55	5,239	$3.00	$15,717.00
		TRAFFIC CONTROL													
8.01	8020-C	Painted Pavement Markings, Durable	STA	79	$375.00	$29,625.00	79	$92.00	$7,268.00	79	$92.00	$7,268.00	79	$153.00	$12,087.00
8.02	8020-G	Painted Symbols and Legends, Durable	EA	2	$300.00	$600.00	2	$350.00	$700.00	2	$350.00	$700.00	2	$240.00	$480.00
8.03	8020-M	Grooves Cut for Pavement Markings	STA	78	$350.00	$27,300.00	78	$55.00	$4,290.00	78	$55.00	$4,290.00	78	$90.00	$7,020.00
8.04	8020-N	Grooves Cut for Symbols and Legends	EA	2	$250.00	$500.00	2	$175.00	$350.00	2	$175.00	$350.00	2	$353.00	$706.00
8.05	8030-A	Temporary Traffic Control	LS	1	$10,000.00	$10,000.00	1	$11,594.63	$11,594.63	1	$13,500.00	$13,500.00	1	$16,500.00	$16,500.00
8.06	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	$150.00	$1,500.00	10	$175.00	$1,750.00	10	$175.00	$1,750.00	10	$240.00	$2,400.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.3	$3,500.00	$1,050.00	0.3	$1,500.00	$450.00	0.3	$1,500.00	$450.00	0.3	$1,800.00	$540.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	0.3	$3,500.00	$1,050.00	0.3	$6,000.00	$1,800.00	0.3	$2,800.00	$840.00	0.3	$7,100.00	$2,130.00
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	$5,000.00	$3,000.00	1	$6,000.00	$3,600.00	1	$3,800.00	$2,280.00	1	$7,100.00	$4,260.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	$15,000.00	$15,000.00	1	$20,500.00	$20,500.00	1	$10,000.00	$10,000.00	1	$10,000.00	$10,000.00
11.02	11,050-A	Concrete Washout	LS	1	$1,000.00	$1,000.00	1	$1,250.00	$1,250.00	1	$750.00	$750.00	1	$2,000.00	$2,000.00
		TOTAL AMOUNT BID =				**$324,371.00**			**$280,201.23**			**$299,472.07**			**$327,361.00**

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD", 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

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 2022 Asphalt Street Resurfacing Program -SW Ordnance Road, described in the plans and specifications heretofore adopted by this Council on April 18, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **OMG Midwest, Inc. dba Des Moines Asphalt & Paving** of **Ankeny, Iowa**

Amount of bid: **$280,201.23**

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 18th day of April, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD", 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

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 2022 Asphalt Street Resurfacing Program -SW Ordnance Road, 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: **OMG Midwest, Inc. dba Des Moines Asphalt & Paving** of **Ankeny, Iowa**

Amount of bid: **$280,201.23**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 18th day of April, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of April, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and OMG Midwest, Inc. dba Des Moines Asphalt & Paving, hereinafter called the "Contractor."

WITNESSETH:

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

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

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Eighty Thousand, Two Hundred One and 23/100 DOLLARS ($280,201.23), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the project no later than **July 29, 2022.** Substantially complete shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project no later than **August 19, 2022.** Fully complete shall be defined as all work, including pavement markings and surface restoration, 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).

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

OMG Midwest, Inc. dba
Des Moines Asphalt & Paving
Contractor

By: _____
Signature

Estimating Manager
Title

2401 SE Tones Dr., Suite 13
Street Address

Ankeny, IA 50021
City, State, Zip Code

515-262-8296
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 0 2 4 - 0 6 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 12th day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jonathan Nalevanko and _____, to me known, who, being by me duly sworn, did say that they are the Estimating Manager, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Jonathan Nalevanko and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Heidi R. Veach

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

HEIDI R. VEACH
Commission Number 701199
My Commission Expires
January 14, 2024

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Off-site	CY	308	$100.00	$30,800.00
2.02	Excavation, Class 13, For Widening	CY	369	$25.00	$9,225.00
	STREETS AND RELATED WORK				
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	182	$102.25	$18,609.50
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	618	$95.80	$59,204.40
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	641	$95.80	$61,407.80
7.04	Removal of Sidewalk	SY	63	$20.00	$1,260.00
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	38	$100.00	$3,800.00
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	25	$150.00	$3,750.00
7.07	Detectable Warnings, Galvanized Steel	SF	32	$75.00	$2,400.00
7.08	Full Depth Patches, PCC, Class C, 8" Thick	SY	229	$110.00	$25,190.00
7.09	Milling, HMA, 2" Depth	SY	5,239	$2.10	$11,001.90
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	79.0	$92.00	$7,268.00
8.02	Painted Symbols and Legends, Durable	EA	2.0	$350.00	$700.00
8.03	Grooves Cut for Pavement Markings	STA	78.0	$55.00	$4,290.00
8.04	Grooves Cut for Symbols and Legends	EA	2.0	$175.00	$350.00
8.05	Temporary Traffic Control	LS	1	$11,594.63	$11,594.63
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	10	$175.00	$1,750.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.3	$1,500.00	$450.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.3	$6,000.00	$1,800.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.6	$6,000.00	$3,600.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	$20,500.00	$20,500.00
11.02	Concrete Washout	LS	1	$1,250.00	$1,250.00

TOTAL CONTRACT AMOUNT = $280,201.23

Bond No. 9402283

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, OMG Midwest, Inc. dba Des Moines Asphalt & Paving, as Principal (hereinafter the "Contractor" or "Principal") and **Fidelity and Deposit Company of Maryland**, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Eighty Thousand, Two Hundred One and 23/100 DOLLARS ($280,201.23), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 18th day of April, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD

The 2022 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from SW Railroad Drive to South Ankeny Boulevard in the City of Ankeny.

The improvements include approximately 425 CY of Class 13 excavation, 350 CY of topsoil import, 5,475 SY of asphalt milling, 200 SY of full depth PCC patching, 1675 TON of hot mix asphalt (HMA), 80 STA of pavement markings, removal and replacement of sidewalk, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 18th day of April, 20 22.

Surety Countersigned By:

n/a
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

OMG Midwest, Inc. dba
Des Moines Asphalt and Paving
Contractor

By: [signature]
Signature

Estimating Manager
Title

SURETY:

Fidelity and Deposit Company of Maryland
Surety Company

By: [signature]
Signature Attorney-in-Fact Officer

Linda Nipper, IA License No. 5451607
Printed Name of Attorney-in-Fact Officer

Marsh USA Inc.
Company Name

15 W South Temple Ste 700
Company Address

Salt Lake City UT 84101
City, State, Zip Code

801.533.3629
Company Telephone Number

NOTE:

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

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Linda Nipper, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/12/2022

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 Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No): E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com
INSURED OMG Midwest, Inc. (182-ANK) DBA Des Moines Asphalt & Paving PO BOX 3365 Des Moines IA 50316	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 67676279 **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 ✓ Primary/Non-Contributory ✓ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	TB2-C81-004095-111 XCU Coverage Included	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $300,000 $50,000 $2,000,000 $2,000,000 $2,000,000 $
A A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	AS2-C81-004095-121 AS2-C81-054502-521 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2021 9/1/2021	9/1/2022 9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	WA7-C8D-004095-021 All except OH, ND, WA, WY WC7-C81-004095-011 WI, MN	9/1/2021 9/1/2021	9/1/2022 9/1/2022	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

RE: Project: 2022 Asphalt Street Resurfacing Program – SW Ordnance Road.
City of Ankeny is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.
Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER

City of Ankeny
410 W. 1st Street
Ankeny IA 50023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

Valerie P. Reece

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POLICY NUMBER: AS2-C81-004095-121

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s): City of Ankeny 410 W. 1st St. Ankeny, IA 50023 2022 Asphalt Street Resurfacing Program - SW Ordnance Road Location Code: 182-ANK **Premium:** $ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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POLICY NUMBER: AS2-C81-004095-121

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Ankeny 410 W. 1st St. Ankeny, IA 50023 2022 Asphalt Street Resurfacing Program - SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© ISO Properties, Inc., 2012

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Ankeny 410 W. 1st St. Ankeny, IA 50023	2022 Asphalt Street Resurfacing Program – SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

POLICY NUMBER: TB2-C81-004095-111

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Ankeny 410 W. 1st St. Ankeny, IA 50023	2022 Asphalt Street Resurfacing Program – SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: TB2-C81-004095-111

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
City of Ankeny 410 W. 1st St. Ankeny, IA 50023 2022 Asphalt Street Resurfacing Program – SW Ordnance Road Location Code: 182-ANK
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

All work associated with:
City of Ankeny
410 W. 1st St.
Ankeny, IA 50023
2022 Asphalt Street Resurfacing Program - SW Ordnance Road
Location Code: 182-ANK

Premium is included in the applicable state blanket waiver's premium charge.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-021 Effective Date 04/12/2022 Premium $

Issued to CRH Americas, Inc. Endorsement No.

© 1983 National Council on Compensation Insurance.

city of Ankeny
bringing it all together

2022 Asphalt Street Resurfacing Program - SW Ordnance Road
Map is for Locational Purposes Only.

W S N E

1 in = 200 ft
Date: 3/10/2022

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed NE 36th Street Reconstruction - I-35 to NE Four Mile Drive (PH 2022-39)

EXECUTIVE SUMMARY:

The NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive in the City of Ankeny 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.

The construction improvements include approximately 21,000 SY of 9” thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the

intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

The bid opening for this project was held on Tuesday, April 12, 2022. Three (3) bids were received as follows:

1. Concrete Technologies, Inc. $5,843,510.25
2. Absolute Concrete Construction, Inc. $5,069,501.00
3. Alliance Construction Group LLC $5,623,359.50

The Engineer's Estimate for the project was $4,733,116.00. The bids ranged from approximately 7% to 23% above the estimate. Absolute Concrete Construction has completed similar projects for the City of Ankeny. It is recommended that the project be awarded to Absolute Concrete Construction of Slater, Iowa.

Pending project approval and award by the City Council, the Contractor will be required to start the project no later than May 9, 2022.

The contractor shall substantially complete the overall project within 190 working days. Substantial completion shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new streets, driveways, and sidewalks fully open to traffic and the new traffic signal fully operational. The contractor shall fully complete the overall project within fifteen (15) working days commencing on a mutually agreed upon date following substantial completion. Full completion shall be defined as all work, including permanent surface restoration, completed and all improvements ready for final acceptance.

The contractor shall substantially complete the work in Stage 1, Stage 2, and Stage 3 of the project no later than October 10, 2022.

FISCAL IMPACT: **??Yes**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost ($4,733,116.00), and enhancement of payment.

2. Approve Resolution, adopting said plans, specifications, form of contract, estimated cost, and enhancement of payment for the NE 36th Street Reconstruction Project: Interstate 35 to NE Four Mile Drive.

3. Receive and file the report of bids received on April 12, 2022.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction of Slater, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction in the amount of $5,069,501.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 21, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as April 12, 2022, and setting the public hearing date as April 18, 2022.

PUBLIC OUTREACH EFFORTS:

City staff members have been discussing the project with property owners since early fall 2021. Regular updates will be provided to the property owners and residents during construction.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION 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 making award of construction contract with Absolute Concrete Construction in the amount of $5,069,501.00; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction in the amount of $5,069,501.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" 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, ESTIMATE OF COST AND ENHANCEMENT OF PAYMENT FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

WHEREAS, on the **21st** day of **March**, 2022, plans, specifications, form of contract, estimate of cost and enhancement of payment were filed with the Clerk of the City of Ankeny, Iowa, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, within the corporate limits; and

WHEREAS, the plans and specifications are consistent and in compliance with the final grades heretofore established by ordinance for all streets to be improved; and

WHEREAS, notice of hearing on plans, specifications, form of contract, estimate of cost and enhancement of payment 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, estimate of cost and enhancement of payment are hereby approved as the plans, specifications, form of contract, estimate of cost and enhancement of payment for the improvements for the project.

Section 2. If the Contractor succeeds in substantial completion of the overall project on or before Saturday, December 17, 2022, an enhancement of payment in the amount of Fifty Thousand Dollars ($50,000) will be issued to the Contractor.

PASSED AND APPROVED this 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **APRIL 12, 2022**

NE 36TH STREET RECONSTRUCTION PROJECT – INTERSTATE 35 TO NE FOUR MILE DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the NE 36th Street Reconstruction Project – Interstate 35 to NE Four Mile Drive project in accordance with the Plans and Specifications prepared by HR Green.

Mark Mueller, Public Works Director

Project Estimate of Cost $ 4,733,116.-

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Concrete Technologies Inc 1001 SE 37th St Grimes IA 50111	$5,843,510.25	✓
2) ✓	Absolute Concrete PO Box 148 Slater IA 50244	$5,069,501.-	✓
3) ✓	Alliance Construction Group LLC 9400 Plum Dr Ste 100 Urbandale IA 50322	$5,623,359.50	✓
4)			
5)			
6)			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) ____	_____	_____	_____
8) ____	_____	_____	_____
9) ____	_____	_____	_____
10) ____	_____	_____	_____
11) ____	_____	_____	_____
12) ____	_____	_____	_____
13) ____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of April 18, 2022 at 5:30 P.M.

Mark Mueller
Mark Mueller, Public Works Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK													
2.01	2010-C	Clearing and Grubbing	LS	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 8,000.00	$ 8,000.00	1.00	$ 3,000.00	$ 3,000.00	1.00	$ 2,750.00	$ 2,750.00
2.02	2010-D-1	Topsoil, On-Site	CY	3,577.00	$ 20.00	$ 71,540.00	3,577.00	$ 10.00	$ 35,770.00	3,577.00	$ 16.50	$ 59,020.50	3,577.00	$ 16.50	$ 59,020.50
2.03	2010-D-3	Topsoil, Off-Site	CY	1,649.00	$ 30.00	$ 49,470.00	1,649.00	$ 15.00	$ 24,735.00	1,649.00	$ 55.00	$ 90,695.00	1,649.00	$ 55.00	$ 90,695.00
2.04	2010-E	Excavation, Class 10, Import	CY	8,208.00	$ 16.00	$ 131,328.00	8,208.00	$ 8.00	$ 65,664.00	8,208.00	$ 11.00	$ 90,288.00	8,208.00	$ 11.00	$ 90,288.00
2.05	2010-E	Excavation, Class 10, Roadway and Borrow	CY	12,832.00	$ 10.00	$ 128,320.00	12,832.00	$ 8.00	$ 102,656.00	12,832.00	$ 4.50	$ 57,744.00	12,832.00	$ 4.50	$ 57,744.00
2.06	2010-G	Subgrade Preparation, 6"	SY	13,830.00	$ 3.00	$ 41,490.00	13,830.00	$ 1.50	$ 20,745.00	13,830.00	$ 2.75	$ 38,032.50	13,830.00	$ 3.00	$ 41,490.00
2.07	2010-G	Subgrade Preparation, 9"	SY	10,488.00	$ 4.00	$ 41,952.00	10,488.00	$ 3.00	$ 31,464.00	10,488.00	$ 3.75	$ 39,330.00	10,488.00	$ 4.00	$ 41,952.00
2.08	2010-J	Subbase, Modified, 6"	SY	24,318.00	$ 12.00	$ 291,816.00	24,318.00	$ 12.00	$ 291,816.00	24,318.00	$ 14.00	$ 340,452.00	24,318.00	$ 14.50	$ 352,611.00
2.09	2010-J	Subbase, Modified, Asphalt Millings, 3"	SY	513.00	$ 20.00	$ 10,260.00	513.00	$ 9.00	$ 4,617.00	513.00	$ 13.00	$ 6,669.00	513.00	$ 13.00	$ 6,669.00
2.10	2010-K-1	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00	$ 800.00	$ 4,800.00	6.00	$ 1,000.00	$ 6,000.00	6.00	$ 2,700.00	$ 16,200.00	6.00	$ 2,750.00	$ 16,500.00
2.11	2010-K-2-c	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00	$ 50.00	$ 12,600.00	252.00	$ 21.00	$ 5,292.00	252.00	$ 16.00	$ 4,032.00	252.00	$ 16.50	$ 4,158.00
2.12	2010-K-3-a	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00	$ 10.00	$ 6,630.00	663.00	$ 15.00	$ 9,945.00	663.00	$ 11.00	$ 7,293.00	663.00	$ 11.00	$ 7,293.00
2.13	2010-M	Compaction Testing	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 11,000.00	$ 11,000.00	1.00	$ 11,000.00	$ 11,000.00
2.14	2010-999-A	Below Grade Excavation (Core Out)	CY	100.00	$ 40.00	$ 4,000.00	100.00	$ 8.00	$ 800.00	100.00	$ 10.00	$ 1,000.00	100.00	$ 5.50	$ 550.00
2.15	2999-A	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00	$ 30.00	$ 3,900.00	130.00	$ 35.00	$ 4,550.00	130.00	$ 60.00	$ 7,800.00	130.00	$ 60.50	$ 7,865.00
2.16	2999-B	Locating and Repairing Field Tile	STA	30.00	$ 200.00	$ 6,000.00	30.00	$ 2,200.00	$ 66,000.00	30.00	$ 2,500.00	$ 75,000.00	30.00	$ 1,650.00	$ 49,500.00
		TRENCH EXCAVATION AND BACKFILL													
3.01	3010-F	Trench Compaction Testing	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 22,000.00	$ 22,000.00	1.00	$ 11,000.00	$ 11,000.00
		SEWERS AND DRAINS													
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00	$ 175.00	$ 28,175.00	161.00	$ 130.00	$ 20,930.00	161.00	$ 145.00	$ 23,345.00	161.00	$ 275.00	$ 44,275.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00	$ 125.00	$ 84,875.00	679.00	$ 94.00	$ 63,826.00	679.00	$ 100.00	$ 67,900.00	679.00	$ 115.00	$ 78,085.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00	$ 150.00	$ 104,400.00	696.00	$ 96.00	$ 66,816.00	696.00	$ 105.00	$ 73,080.00	696.00	$ 125.00	$ 87,000.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00	$ 175.00	$ 39,375.00	225.00	$ 121.00	$ 27,225.00	225.00	$ 130.00	$ 29,250.00	225.00	$ 150.00	$ 33,750.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00	$ 215.00	$ 46,440.00	216.00	$ 158.00	$ 34,128.00	216.00	$ 175.00	$ 37,800.00	216.00	$ 170.00	$ 36,720.00
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00	$ 250.00	$ 190,750.00	763.00	$ 200.00	$ 152,600.00	763.00	$ 225.00	$ 171,675.00	763.00	$ 250.00	$ 190,750.00
4.07	4020-D	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00	$ 35.00	$ 18,480.00	528.00	$ 32.00	$ 16,896.00	528.00	$ 35.00	$ 18,480.00	528.00	$ 71.50	$ 37,752.00
4.08	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00	$ 175.00	$ 29,050.00	166.00	$ 146.00	$ 24,236.00	166.00	$ 160.00	$ 26,560.00	166.00	$ 160.00	$ 26,560.00
4.09	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00	$ 300.00	$ 56,400.00	188.00	$ 271.00	$ 50,948.00	188.00	$ 300.00	$ 56,400.00	188.00	$ 275.00	$ 51,700.00
4.10	4030-B	Pipe Apron, RCP, 24" Dia.	EA	4.00	$ 2,000.00	$ 8,000.00	4.00	$ 2,700.00	$ 10,800.00	4.00	$ 3,000.00	$ 12,000.00	4.00	$ 5,500.00	$ 22,000.00
4.11	4030-B	Pipe Apron, RCP, 36" Dia.	EA	1.00	$ 2,500.00	$ 2,500.00	1.00	$ 4,500.00	$ 4,500.00	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 6,600.00	$ 6,600.00
4.12	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 3,000.00	$ 12,000.00	4.00	$ 4,700.00	$ 18,800.00	4.00	$ 5,200.00	$ 20,800.00	4.00	$ 6,930.00	$ 27,720.00
4.13	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00	$ 500.00	$ 2,000.00	4.00	$ 715.00	$ 2,860.00	4.00	$ 775.00	$ 3,100.00	4.00	$ 2,750.00	$ 11,000.00
4.14	4030-C	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00	$ 750.00	$ 750.00	1.00	$ 715.00	$ 715.00	1.00	$ 775.00	$ 775.00	1.00	$ 3,300.00	$ 3,300.00
4.15	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 1,000.00	$ 4,000.00	4.00	$ 715.00	$ 2,860.00	4.00	$ 775.00	$ 3,100.00	4.00	$ 3,850.00	$ 15,400.00
4.16	4030-D	Pipe Apron Guard	EA	7.00	$ 1,500.00	$ 10,500.00	7.00	$ 3,400.00	$ 23,800.00	7.00	$ 3,700.00	$ 25,900.00	7.00	$ 2,750.00	$ 19,250.00
4.17	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00	$ 20.00	$ 102,480.00	5,124.00	$ 30.00	$ 153,720.00	5,124.00	$ 35.00	$ 179,340.00	5,124.00	$ 21.25	$ 108,885.00
4.18	4040-C	Subdrain Cleanout, Type B, 24"	EA	2.00	$ 2,000.00	$ 4,000.00	2.00	$ 3,000.00	$ 6,000.00	2.00	$ 3,300.00	$ 6,600.00	2.00	$ 1,925.00	$ 3,850.00
4.19	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00	$ 800.00	$ 9,600.00	12.00	$ 540.00	$ 6,480.00	12.00	$ 575.00	$ 6,900.00	12.00	$ 415.00	$ 4,980.00
4.20	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00	$ 400.00	$ 16,000.00	40.00	$ 211.00	$ 8,440.00	40.00	$ 230.00	$ 9,200.00	40.00	$ 360.00	$ 14,400.00

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		WATER MAINS AND APPURTENANCES													
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00	$ 100.00	$ 12,000.00	120.00	$ 95.00	$ 11,400.00	120.00	$ 100.00	$ 12,000.00	120.00	$ 495.00	$ 59,400.00
5.02	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,700.00	$ 2,700.00	1.00	$ 2,750.00	$ 2,750.00
5.03	5010-C-1	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 850.00	$ 850.00	1.00	$ 900.00	$ 900.00	1.00	$ 5,500.00	$ 5,500.00
5.04	5010-H	Water Main Removal, PVC, 3"	LF	1,370.00	$ 10.00	$ 13,700.00	1,370.00	$ 15.00	$ 20,550.00	1,370.00	$ 16.00	$ 21,920.00	1,370.00	$ 16.50	$ 22,605.00
5.05	5020-C	Fire Hydrant Assembly	EA	2.00	$ 7,000.00	$ 14,000.00	2.00	$ 8,000.00	$ 16,000.00	2.00	$ 8,800.00	$ 17,600.00	2.00	$ 8,250.00	$ 16,500.00
5.06	5020-F	Valve Box Adjustment (Minor)	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 331.00	$ 331.00	1.00	$ 375.00	$ 375.00	1.00	$ 550.00	$ 550.00
5.07	5020-J	Fire Hydrant Assembly Removal	EA	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 1,563.00	$ 1,563.00	1.00	$ 1,700.00	$ 1,700.00	1.00	$ 3,850.00	$ 3,850.00
5.08	5020-999-A	Flushing Device (Blowoff) Removal, 3"	EA	1.00	$ 500.00	$ 500.00	1.00	$ 960.00	$ 960.00	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 3,850.00	$ 3,850.00
		STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	6010-A	Manhole, SW-301, 48 inch	EA	2.00	$ 6,000.00	$ 12,000.00	2.00	$ 12,000.00	$ 24,000.00	2.00	$ 13,000.00	$ 26,000.00	2.00	$ 22,000.00	$ 44,000.00
6.02	6010-A	Manhole, SW-401, 72 inch	EA	1.00	$ 14,000.00	$ 14,000.00	1.00	$ 6,700.00	$ 6,700.00	1.00	$ 7,000.00	$ 7,000.00	1.00	$ 16,500.00	$ 16,500.00
6.03	6010-A	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00	$ 6,000.00	$ 6,000.00	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 13,000.00	$ 13,000.00	1.00	$ 13,200.00	$ 13,200.00
6.04	6010-B	Intake, SW-505 with SW-603 Type R Casting	EA	9.00	$ 6,000.00	$ 54,000.00	9.00	$ 7,500.00	$ 67,500.00	9.00	$ 8,000.00	$ 72,000.00	9.00	$ 11,000.00	$ 99,000.00
6.05	6010-B	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00	$ 10,000.00	$ 110,000.00	11.00	$ 13,000.00	$ 143,000.00	11.00	$ 14,000.00	$ 154,000.00	11.00	$ 16,500.00	$ 181,500.00
6.06	6010-B	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00	$ 14,000.00	$ 14,000.00	1.00	$ 21,000.00	$ 21,000.00	1.00	$ 23,000.00	$ 23,000.00	1.00	$ 22,000.00	$ 22,000.00
6.07	6010-B	Intake, SW-512, 24 inch	EA	1.00	$ 5,500.00	$ 5,500.00	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 5,400.00	$ 5,400.00	1.00	$ 3,850.00	$ 3,850.00
6.08	6010-G	Connection to Existing Intake	EA	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 5,200.00	$ 5,200.00	1.00	$ 5,700.00	$ 5,700.00	1.00	$ 5,500.00	$ 5,500.00
6.09	6010-H	Remove Intake, SW-506	EA	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,200.00	$ 2,200.00	1.00	$ 2,400.00	$ 2,400.00	1.00	$ 3,850.00	$ 3,850.00
6.10	6010-H	Remove Intake, SW-512	EA	1.00	$ 1,000.00	$ 1,000.00	1.00	$ 1,600.00	$ 1,600.00	1.00	$ 1,700.00	$ 1,700.00	1.00	$ 3,850.00	$ 3,850.00
6.11	6010-H	Remove Intake, Field Tile	EA	1.00	$ 500.00	$ 500.00	1.00	$ 730.00	$ 730.00	1.00	$ 800.00	$ 800.00	1.00	$ 550.00	$ 550.00
		STREETS AND RELATED WORK													
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	20,977.00	$ 80.00	$ 1,678,160.00	20,977.00	$ 90.00	$ 1,887,930.00	20,977.00	$ 95.00	$ 1,992,815.00	20,977.00	$ 97.50	$ 2,045,257.50
7.02	7010-E	Curb and Gutter, 3.0', 9", Wide	LF	227.00	$ 60.00	$ 13,620.00	227.00	$ 43.00	$ 9,761.00	227.00	$ 65.00	$ 14,755.00	227.00	$ 37.00	$ 8,399.00
7.03	7010-G	Concrete Median, 6"	SY	241.00	$ 100.00	$ 24,100.00	241.00	$ 74.00	$ 17,834.00	241.00	$ 95.00	$ 22,895.00	241.00	$ 90.00	$ 21,690.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	214.00	$ 50.00	$ 10,700.00	214.00	$ 35.00	$ 7,490.00	214.00	$ 50.00	$ 10,700.00	214.00	$ 52.50	$ 11,235.00
7.05	7030-A	Removal of Sidewalk	SY	210.00	$ 15.00	$ 3,150.00	210.00	$ 10.00	$ 2,100.00	210.00	$ 11.00	$ 2,310.00	210.00	$ 11.00	$ 2,310.00
7.06	7030-A	Removal of Driveway	SY	600.00	$ 15.00	$ 9,000.00	600.00	$ 10.00	$ 6,000.00	600.00	$ 11.00	$ 6,600.00	600.00	$ 11.00	$ 6,600.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	497.00	$ 50.00	$ 24,850.00	497.00	$ 57.00	$ 28,329.00	497.00	$ 60.00	$ 29,820.00	497.00	$ 45.00	$ 22,365.00
7.08	7030-E	Sidewalk, PCC, 5"	SY	277.00	$ 60.00	$ 16,620.00	277.00	$ 63.00	$ 17,451.00	277.00	$ 65.00	$ 18,005.00	277.00	$ 49.00	$ 13,573.00
7.09	7030-E	Sidewalk, PCC, 6"	SY	150.00	$ 70.00	$ 10,500.00	150.00	$ 84.00	$ 12,600.00	150.00	$ 100.00	$ 15,000.00	150.00	$ 62.75	$ 9,412.50
7.10	7030-G	Detectable Warning. Cast Iron	SF	123.00	$ 65.00	$ 7,995.00	123.00	$ 65.00	$ 7,995.00	123.00	$ 65.00	$ 7,995.00	123.00	$ 57.50	$ 7,072.50
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	539.00	$ 70.00	$ 37,730.00	539.00	$ 78.00	$ 42,042.00	539.00	$ 80.00	$ 43,120.00	539.00	$ 62.25	$ 33,552.75
7.12	7040-H	Pavement Removal	SY	10,875.00	$ 16.00	$ 174,000.00	10,875.00	$ 10.00	$ 108,750.00	10,875.00	$ 11.00	$ 119,625.00	10,875.00	$ 11.00	$ 119,625.00
7.13	7040-I	Curb and Gutter Removal	LF	227.00	$ 20.00	$ 4,540.00	227.00	$ 10.00	$ 2,270.00	227.00	$ 33.00	$ 7,491.00	227.00	$ 33.00	$ 7,491.00
		TRAFFIC CONTROL													
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	1.00	$ 158,000.00	$ 158,000.00	1.00	$ 275,000.00	$ 275,000.00	1.00	$ 300,000.00	$ 300,000.00	1.00	$ 299,410.00	$ 299,410.00
8.02	8010-999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	4,000.00	$ 0.50	$ 2,000.00	4,000.00	$ 1.50	$ 6,000.00	4,000.00	$ 1.75	$ 7,000.00	4,000.00	$ 1.70	$ 6,800.00
8.03	8010-999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00	$ 1.50	$ 9,450.00	6,300.00	$ 2.00	$ 12,600.00	6,300.00	$ 2.25	$ 14,175.00	6,300.00	$ 2.20	$ 13,860.00
8.04	8010-999-C	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00	$ 1.50	$ 300.00	200.00	$ 2.00	$ 400.00	200.00	$ 2.25	$ 450.00	200.00	$ 2.20	$ 440.00

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
8.05	8010-999-D	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00	$ 0.30	$ 660.00	2,200.00	$ 1.00	$ 2,200.00	2,200.00	$ 1.25	$ 2,750.00	2,200.00	$ 1.10	$ 2,420.00
8.06	8010-999-E	Cable, Fiber Optic, Pull Rope	LF	2,200.00	$ 0.15	$ 330.00	2,200.00	$ 0.75	$ 1,650.00	2,200.00	$ 1.00	$ 2,200.00	2,200.00	$ 0.80	$ 1,760.00
8.07	8010-999-F	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00	$ 12.00	$ 45,600.00	3,800.00	$ 7.00	$ 26,600.00	3,800.00	$ 8.00	$ 30,400.00	3,800.00	$ 7.70	$ 29,260.00
8.08	8010-999-G	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00	$ 12.00	$ 22,800.00	1,900.00	$ 7.00	$ 13,300.00	1,900.00	$ 8.00	$ 15,200.00	1,900.00	$ 7.70	$ 14,630.00
8.09	8010-999-H	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00	$ 2,500.00	$ 12,500.00	5.00	$ 1,800.00	$ 9,000.00	5.00	$ 2,000.00	$ 10,000.00	5.00	$ 1,980.00	$ 9,900.00
8.10	8010-999-I	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00	$ 3,000.00	$ 6,000.00	2.00	$ 2,000.00	$ 4,000.00	2.00	$ 2,200.00	$ 4,400.00	2.00	$ 2,200.00	$ 4,400.00
8.11	8010-999-J	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00	$ 1,500.00	$ 6,000.00	4.00	$ 1,600.00	$ 6,400.00	4.00	$ 1,700.00	$ 6,800.00	4.00	$ 1,760.00	$ 7,040.00
8.12	8010-999-K	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00	$ 2,000.00	$ 6,000.00	3.00	$ 1,800.00	$ 5,400.00	3.00	$ 1,900.00	$ 5,700.00	3.00	$ 1,980.00	$ 5,940.00
8.13	8010-999-L	Splice Enclosure/Case	EA	2.00	$ 1,000.00	$ 2,000.00	2.00	$ 500.00	$ 1,000.00	2.00	$ 550.00	$ 1,100.00	2.00	$ 550.00	$ 1,100.00
8.14	8010-999-M	Fiber Optic Splice	EA	36.00	$ 75.00	$ 2,700.00	36.00	$ 55.00	$ 1,980.00	36.00	$ 60.00	$ 2,160.00	36.00	$ 60.50	$ 2,178.00
8.15	8010-999-N	Fiber Optic Termination	EA	24.00	$ 75.00	$ 1,800.00	24.00	$ 55.00	$ 1,320.00	24.00	$ 60.00	$ 1,440.00	24.00	$ 60.50	$ 1,452.00
8.16	8010-999-O	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	1.00	$ 150.00	$ 150.00	1.00	$ 215.00	$ 215.00	1.00	$ 250.00	$ 250.00	1.00	$ 236.50	$ 236.50
8.17	8010-999-P	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00	$ 550.00	$ 550.00	1.00	$ 585.00	$ 585.00	1.00	$ 650.00	$ 650.00	1.00	$ 643.50	$ 643.50
8.18	8020-C	Painted Pavement Markings, Durable	STA	150.00	$ 100.00	$ 15,000.00	150.00	$ 100.00	$ 15,000.00	150.00	$ 125.00	$ 18,750.00	150.00	$ 110.00	$ 16,500.00
8.19	8020-G	Painted Symbols and Legends, Durable	EA	21.00	$ 250.00	$ 5,250.00	21.00	$ 325.00	$ 6,825.00	21.00	$ 350.00	$ 7,350.00	21.00	$ 357.50	$ 7,507.50
8.20	8020-J	Raised Pavement Markers	EA	170.00	$ 10.00	$ 1,700.00	170.00	$ 9.50	$ 1,615.00	170.00	$ 15.00	$ 2,550.00	170.00	$ 10.50	$ 1,785.00
8.21	8020-M	Grooves Cut for Pavement Markings	STA	140.00	$ 75.00	$ 10,500.00	140.00	$ 85.00	$ 11,900.00	140.00	$ 90.00	$ 12,600.00	140.00	$ 93.50	$ 13,090.00
8.22	8020-N	Grooves Cut for Symbols and Legends	EA	21.00	$ 125.00	$ 2,625.00	21.00	$ 125.00	$ 2,625.00	21.00	$ 140.00	$ 2,940.00	21.00	$ 137.50	$ 2,887.50
8.23	8030-A	Temporary Traffic Control	LS	1.00	$ 50,000.00	$ 50,000.00	1.00	$ 55,000.00	$ 55,000.00	1.00	$ 70,000.00	$ 70,000.00	1.00	$ 92,000.00	$ 92,000.00
8.24	8030-999-A	Portable Dynamic Message Sign (PDMS)	DAY	120.00	$ 150.00	$ 18,000.00	120.00	$ 75.00	$ 9,000.00	120.00	$ 80.00	$ 9,600.00	120.00	$ 82.50	$ 9,900.00
8.25	8999-A	Removal of Type A Sign Assembly	EA	10.00	$ 150.00	$ 1,500.00	10.00	$ 75.00	$ 750.00	10.00	$ 80.00	$ 800.00	10.00	$ 82.50	$ 825.00
8.26	8999-B	Install Type A Sign Assembly	EA	26.00	$ 200.00	$ 5,200.00	26.00	$ 375.00	$ 9,750.00	26.00	$ 425.00	$ 11,050.00	26.00	$ 412.50	$ 10,725.00
8.27	8999-C	Removal and Reinstall Type B Sign Assembly	EA	3.00	$ 1,000.00	$ 3,000.00	3.00	$ 1,750.00	$ 5,250.00	3.00	$ 2,000.00	$ 6,000.00	3.00	$ 1,925.00	$ 5,775.00
8.28	8999-D	PSSTP Anchor Triangular Slip-Base Assembly for Type B Sign Assembly	EA	2.00	$ 1,000.00	$ 2,000.00	2.00	$ 475.00	$ 950.00	2.00	$ 525.00	$ 1,050.00	2.00	$ 522.50	$ 1,045.00
8.29	8999-E	Concrete Footing for Breakaway Type B Sign Post, 2'-8" Dia. x 7'-6"	EA	4.00	$ 2,000.00	$ 8,000.00	4.00	$ 2,000.00	$ 8,000.00	4.00	$ 2,200.00	$ 8,800.00	4.00	$ 2,200.00	$ 8,800.00
8.30	8999-F	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00	$ 200.00	$ 4,400.00	22.00	$ 125.00	$ 2,750.00	22.00	$ 150.00	$ 3,300.00	22.00	$ 137.50	$ 3,025.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70	$ 500.00	$ 4,350.00	8.70	$ 500.00	$ 4,350.00	8.70	$ 250.00	$ 2,175.00	8.70	$ 165.00	$ 1,435.50
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80	$ 2,500.00	$ 14,500.00	5.80	$ 2,500.00	$ 14,500.00	5.80	$ 2,000.00	$ 11,600.00	5.80	$ 1,980.00	$ 11,484.00
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80	$ 3,500.00	$ 20,300.00	5.80	$ 3,800.00	$ 22,040.00	5.80	$ 3,200.00	$ 18,560.00	5.80	$ 3,190.00	$ 18,502.00
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	9,250.00	$ 2.00	$ 18,500.00	9,250.00	$ 2.00	$ 18,500.00	9,250.00	$ 2.50	$ 23,125.00	9,250.00	$ 2.20	$ 20,350.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	240.00	$ 4.00	$ 960.00	240.00	$ 4.00	$ 960.00	240.00	$ 4.00	$ 960.00	240.00	$ 3.30	$ 792.00
9.06	9040-D-2	Filter Sock, Removal	LF	9,490.00	$ 0.50	$ 4,745.00	9,490.00	$ 0.40	$ 3,796.00	9,490.00	$ 1.00	$ 9,490.00	9,490.00	$ 0.40	$ 3,796.00
9.07	9040-G-1	Check Dam, Rock	TON	24.00	$ 50.00	$ 1,200.00	24.00	$ 75.00	$ 1,800.00	24.00	$ 80.00	$ 1,920.00	24.00	$ 82.50	$ 1,980.00
9.08	9040-J-0	Rip Rap, Class E Revetment	TON	131.00	$ 100.00	$ 13,100.00	131.00	$ 75.00	$ 9,825.00	131.00	$ 75.00	$ 9,825.00	131.00	$ 77.00	$ 10,087.00
9.09	9040-J-0	Rip Rap, Erosion Stone	TON	42.00	$ 50.00	$ 2,100.00	42.00	$ 75.00	$ 3,150.00	42.00	$ 75.00	$ 3,150.00	42.00	$ 77.00	$ 3,234.00
9.10	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	7,250.00	$ 2.00	$ 14,500.00	7,250.00	$ 2.00	$ 14,500.00	7,250.00	$ 2.00	$ 14,500.00	7,250.00	$ 1.90	$ 13,775.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00	$ 1.00	$ 7,250.00	7,250.00	$ 0.10	$ 725.00	7,250.00	$ 0.25	$ 1,812.50	7,250.00	$ 0.10	$ 725.00
9.12	9040-O-1	Stabilized Construction Entrance	SY	480.00	$ 20.00	$ 9,600.00	480.00	$ 10.00	$ 4,800.00	480.00	$ 20.00	$ 9,600.00	480.00	$ 16.50	$ 7,920.00
9.13	9040-Q-1	Erosion Control Mulching, Conventional	AC	8.70	$ 3,500.00	$ 30,450.00	8.70	$ 600.00	$ 5,220.00	8.70	$ 700.00	$ 6,090.00	8.70	$ 660.00	$ 5,742.00

Bid Tabulation
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
April 12, 2022 10:30 A.M.

				Engineer's Estimate			Absolute Concrete Construction, Inc.			Alliance Construction Group, LLC			Concrete Technologies, Inc.		
Item No.	SUDAS Number	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
9.14	9040-T-1	Inlet Protection Device, Drop-in	EA	50.00	$ 175.00	$ 8,750.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 165.00	$ 8,250.00
9.15	9040-T-1	Inlet Protection Device, Surface Applied	EA	50.00	$ 175.00	$ 8,750.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 200.00	$ 10,000.00	50.00	$ 110.00	$ 5,500.00
9.16	9040-T-2	Inlet Protection Device, Maintenance	EA	100.00	$ 50.00	$ 5,000.00	100.00	$ 25.00	$ 2,500.00	100.00	$ 30.00	$ 3,000.00	100.00	$ 22.00	$ 2,200.00
		DEMOLITION													
10.01	10010-A	Demolition of Building Structures	LS	1.00	$ 25,000.00	$ 25,000.00	1.00	$ 37,500.00	$ 37,500.00	1.00	$ 35,000.00	$ 35,000.00	1.00	$ 16,500.00	$ 16,500.00
		MISCELLANEOUS													
11.01	11020-A	Mobilization	LS	1.00	$ 250,000.00	$ 250,000.00	1.00	$ 500,000.00	$ 500,000.00	1.00	$ 570,000.00	$ 570,000.00	1.00	$ 626,000.00	$ 626,000.00
11.02	11030-A	Maintenance of Postal Service	LS	1.00	$ 5,000.00	$ 5,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 4,000.00	$ 4,000.00	1.00	$ 7,237.00	$ 7,237.00
11.03	11050-A	Concrete Washout	LS	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 10,000.00	$ 10,000.00	1.00	$ 12,000.00	$ 12,000.00	1.00	$ 10,215.00	$ 10,215.00
		TOTAL AMOUNT BID =				**$ 4,733,116.00**			**$ 5,069,501.00**			**$ 5,623,359.50**			**$ 5,843,510.25**

The Council considered the bids received and opened pursuant to resolution of the Council and notice duly published for construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, in accordance with the plans and specifications therefor.

Council Member _____ moved and Council Member _____ seconded the motion as follows:

☒ 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.

The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONTRACT FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

Section 1. That the bid of **Absolute Concrete Construction** of **Slater, Iowa**, in the amount of $**5,069,501.00**, for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, described in the plans and specifications heretofore adopted by this Council for the project, after public hearing on published notice required by law, be and is hereby accepted, the same being the lowest responsive, responsible bid received for the work.

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

PASSED AND APPROVED this 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONTRACT AND BOND FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

That the construction contract and bond executed for the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City and proof of insurance coverage be and the same are hereby approved as follows:

Contractor: **Absolute Concrete Construction** of **Slater, Iowa**

Amount of bid: **$5,069,501.00**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 18th day of April, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of April, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE

The NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project in the City of Ankeny 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.

The improvements include approximately 21,000 SY of 9" thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Five Million, Sixty-Nine Thousand, Five Hundred One and 00/100 DOLLARS ($5,069,501.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

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

JURISDICTION:

By: _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Absolute Concrete Construction Inc.
Contractor

By: _____
Signature

Vice President
Title

1000 W. 6th Ave.
Street Address

Slater, IA 50244
City, State, Zip Code

515-497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0860-62 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

	DIVISION 4	SEWERS AND DRAINS				
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00	$ 130.00	$ 20,930.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00	$ 94.00	$ 63,826.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00	$ 96.00	$ 66,816.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00	$ 121.00	$ 27,225.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00	$ 158.00	$ 34,128.00
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00	$ 200.00	$ 152,600.00
4.07	4020-D	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00	$ 32.00	$ 16,896.00
4.08	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00	$ 146.00	$ 24,236.00
4.09	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00	$ 271.00	$ 50,948.00
4.10	4030-B	Pipe Apron, RCP, 24" Dia.	EA	4.00	$ 2,700.00	$ 10,800.00
4.11	4030-B	Pipe Apron, RCP, 36" Dia.	EA	1.00	$ 4,500.00	$ 4,500.00
4.12	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 4,700.00	$ 18,800.00
4.13	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00	$ 715.00	$ 2,860.00
4.14	4030-C	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00	$ 715.00	$ 715.00
4.15	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00	$ 715.00	$ 2,860.00
4.16	4030-D	Pipe Apron Guard	EA	7.00	$ 3,400.00	$ 23,800.00
4.17	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00	$ 30.00	$ 153,720.00
4.18	4040-C	Subdrain Cleanout, Type B, 24"	EA	2.00	$ 3,000.00	$ 6,000.00
4.19	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00	$ 540.00	$ 6,480.00
4.20	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00	$ 211.00	$ 8,440.00
	DIVISION 5	WATER MAINS AND APPURTENANCES				
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00	$ 95.00	$ 11,400.00
5.02	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00	$ 2,500.00	$ 2,500.00
5.03	5010-C-1	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00	$ 850.00	$ 850.00
5.04	5010-H	Water Main Removal, PVC, 3"	LF	1,370.00	$ 15.00	$ 20,550.00

7.10	7030-G	Detectable Warning. Cast Iron	SF	123.00	$ 65.00	$ 7,995.00
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	539.00	$ 78.00	$ 42,042.00
7.12	7040-H	Pavement Removal	SY	10,875.00	$ 10.00	$ 108,750.00
7.13	7040-I	Curb and Gutter Removal	LF	227.00	$ 10.00	$ 2,270.00
	DIVISION 8	TRAFFIC CONTROL				
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	1.00	$ 275,000.00	$ 275,000.00
8.02	8010-999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	4,000.00	$ 1.50	$ 6,000.00
8.03	8010-999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00	$ 2.00	$ 12,600.00
8.04	8010-999-C	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00	$ 2.00	$ 400.00
8.05	8010-999-D	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00	$ 1.00	$ 2,200.00
8.06	8010-999-E	Cable, Fiber Optic, Pull Rope	LF	2,200.00	$ 0.75	$ 1,650.00
8.07	8010-999-F	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00	$ 7.00	$ 26,600.00
8.08	8010-999-G	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00	$ 7.00	$ 13,300.00
8.09	8010-999-H	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00	$ 1,800.00	$ 9,000.00
8.10	8010-999-I	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00	$ 2,000.00	$ 4,000.00
8.11	8010-999-J	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00	$ 1,600.00	$ 6,400.00
8.12	8010-999-K	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00	$ 1,800.00	$ 5,400.00
8.13	8010-999-L	Splice Enclosure/Case	EA	2.00	$ 500.00	$ 1,000.00
8.14	8010-999-M	Fiber Optic Splice	EA	36.00	$ 55.00	$ 1,980.00
8.15	8010-999-N	Fiber Optic Termination	EA	24.00	$ 55.00	$ 1,320.00
8.16	8010-999-O	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	1.00	$ 215.00	$ 215.00
8.17	8010-999-P	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00	$ 585.00	$ 585.00
8.18	8020-C	Painted Pavement Markings, Durable	STA	150.00	$ 100.00	$ 15,000.00
8.19	8020-G	Painted Symbols and Legends, Durable	EA	21.00	$ 325.00	$ 6,825.00
8.20	8020-J	Raised Pavement Markers	EA	170.00	$ 9.50	$ 1,615.00
8.21	8020-M	Grooves Cut for Pavement Markings	STA	140.00	$ 85.00	$ 11,900.00

	DIVISION 10	DEMOLITION				
10.01	10010-A	Demolition of Building Structures	LS	1.00	$ 37,500.00	$ 37,500.00
	DIVISION 11	MISCELLANEOUS				
11.01	11020-A	Mobilization	LS	1.00	$ 500,000.00	$ 500,000.00
11.02	11030-A	Maintenance of Postal Service	LS	1.00	$ 10,000.00	$ 10,000.00
11.03	11050-A	Concrete Washout	LS	1.00	$ 10,000.00	$ 10,000.00

TOTAL CONTRACT AMOUNT = $ 5,069,501.00

Bond No. NIA3931

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Million, Sixty-Nine Thousand, Five Hundred One and 00/100 DOLLARS ($5,069,501.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 18th day of April, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

NE 36TH STREET RECONSTRUCTION – I-35 TO NE FOUR MILE DRIVE

The NE 36th Street Reconstruction – I-35 to NE Four Mile Drive project in the City of Ankeny 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.

The improvements include approximately 21,000 SY of 9" thick PCC street pavement, 3,000 LF of storm sewer, 5,000 LF of subdrain, 350 LF of pipe culverts, 160 LF of sanitary sewer, 120 LF of water main, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include a new permanent traffic signal at the intersection of NE Spectrum Drive, temporary private accesses, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal / lighting poles, street name signs, ATC 48VDC cabinet with controller, conflict monitor, and accessories, 48V LED modules, and fiber optic cable for contractor installation.

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

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

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

subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 18th day of April, 20 22.

Surety Countersigned By:

Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher Risk Management
Company Name

4200 Corporate Drive, Suite 160
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

PRINCIPAL:

Absolute Concrete Construction, Inc.
Contractor

By:
Signature

Vice President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By:
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

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

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

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

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

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority 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 23rd day of April , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of April 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.

NOTARIAL SEAL * IOWA *

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

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of April , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	**CONTACT NAME:** JoLynda Hayes **PHONE (A/C, No, Ext):** 515-309-6207 **FAX (A/C, No):** 515-457-8964 **E-MAIL ADDRESS:** JoLynda_Hayes@ajg.com
INSURED Absolute Concrete Construction, Inc. PO Box 148 Slater, IA 50244	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : Ironshore Specialty Insurance Co — 25445 INSURER C : Cincinnati Casualty Company — 28665 INSURER D : BITCO National Insurance Company — 20109 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 814533827 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y		CLP3705237	5/3/2021	5/3/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CAP3705235	5/3/2021	5/3/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			CUP2819166	5/3/2021	5/3/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC3705238	5/3/2021	5/3/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D C B	Leased/Rented Equip Excess Umbrella Pollution Liability			CLP3705237 EXS0534746 ICELLUW00107934	5/3/2021 5/3/2021 5/3/2021	5/3/2022 5/3/2022 5/3/2022	Ded $1,000 Limit Limit/Agg:$1M/$2M	$1,000,000 $8,000,000 Retention $10,000

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

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

The City of Ankeny is an additional insured on the General Liability policy per form GL 3085 (10/19).

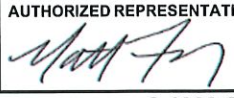
CERTIFICATE HOLDER

City of Ankeny
410 W First St
Ankeny IA 50023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

> No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

> With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance 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.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

a. Property owned, used or occupied by or rented to the additional insured; or

b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

S. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

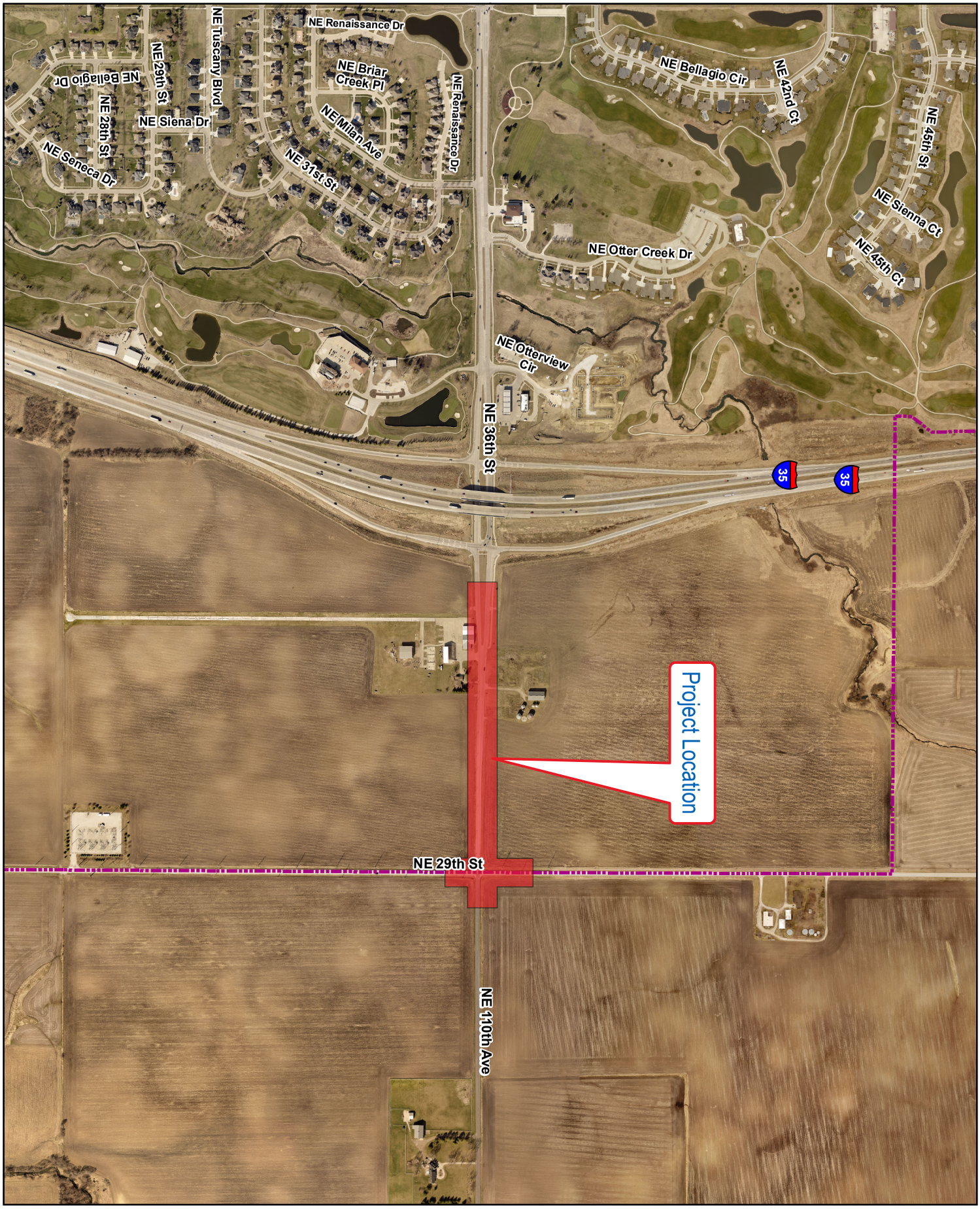
With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.



city of Ankeny
bringing it all together

2022 - NE 36th St Reconstruction
Map is for Locational Purposes Only

W S E N

1 in = 800 ft

Date: 12/17/2021

DEPARTMENT OF MUNICIPAL UTILITIES

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

2022 Home Builders Association of Greater Des Moines Home Show Expo Request to waive Building Permit Fees via Refunds

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EXECUTIVE SUMMARY:

The Greater Des Moines Homebuilders Association has secured Kimberley Estates Plat 1 as the site for the 2022 Home Show Expo and has requested the City of Ankeny waive building permit fees via refunds for the nine homes currently under construction as part of the home show.

FISCAL IMPACT: **??Yes**

The building permit fees to be refunded for the nine homes is $24,531.00.

CITY MANAGER'S RECOMMENDATIONS:

Consider the resolution. It is the City Manager's recommendation that the fees not be waived, though it should be noted the City has waived fees for the four most recent home shows.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City of Ankeny waived building permit fees for previous home shows in 2008, 2012, 2015 and 2020.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving the waiver of building permit fees via refunds for the 2022 Home Show Expo by the Home Builders Association of greater Des Moines.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Applicant Letter of Request
Resolution
Schedule of Permit Fee Refunds

HOMESHOWEXPO 2022

dsm HBA
Home Builders Association of Des Moines

To Whom It May Concern

On behalf of the HomeShowExpo and the Home Builders Association of Greater Des Moines, we are requesting the refund of Building Permit Fees to the individual contractors for each of the nine homes in this year's event, which has been waived in the past.

Please find below a list of the nine homes that we are requesting the refund for:

Home 1	Unique Homes (lot 28 - 6110 NE Briarwood Dr)
Home 2	Kyanite Design + Build (lot 26 - 6102 NE Briarwood Dr)
Home 3	Brenner Built (lot 25 - 6012 NE Briarwood Dr)
Home 4	Kyanite Design + Build (lot 24 - 6008 NE Briarwood Dr)
Home 5	Sage Homes (lot 23 - 6004 NE Briarwood Dr)
Home 6	Kimberley Development (lot 11 - 5804 NE Terrace Ridge Dr)
Home 7	Genesis Homes (lot 7 - 1015 NE 59th Ct)
Home 8	Epcon Communities (lot 4 - 1002 NE 59th Ct)
Home 9	Kimberley Development (lot 2 – 6009 NE Briarwood Dr)

Questions may be directed to Dan Knoup (HBA Executive Officer) at 270-8500.

Sincerely,

Dan Knoup
HBA Executive Officer

Home Builders Association of Greater Des Moines
6751 Corporate Drive, Johnston Iowa 50131
Phone: 515-270-8500 Fax: 515-334-0135 Email: info@dsmhba.com

RESOLUTION 2022 -

RESOLUTION APPROVING THE WAIVER OF BUILDING PERMIT FEES FOR THE 2022 HOME BUILDERS ASSOCIATION OF GREATER DES MOINES HOME SHOW EXPO

WHEREAS, Kimberly Development Corporation has been awarded the Home Builders of Greater Des Moines' 2022 Home Show Expo in Kimberley Estates Plat 1; and

WHEREAS, the Home Builders of Greater Des Moines has requested the City of Ankeny waive building permit fees, including mechanical, electrical and plumbing permits' fees for the homes under construction to be showcased as part of the 2022 Home Show Expo; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, approve the waiver of building permit fees and fees for the mechanical, electrical and plumbing permits for the homes under construction to be showcased by the Home Builders Association of Greater Des Moines.

DATED at Ankeny, Iowa, this 18th day of April, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Ankeny Home Show 2022 - Permit Fee Refunds

Home #	Address	Permit Fee $					
		Building	Mechanical	Electrical	Plumbing		Each Project
1	6110 NE Briarwood Dr	$ 2,197	0	$ 150	$ 100		$ 2,447.00
2	6102 NE Briarwood Dr	$ 2,759	$ 100	$ 150	$ 100		$ 3,109.00
3	6012 NE Briarwood Dr	$ 2,170	$ 100	$ 150	$ 100		$ 2,520.00
4	6008 NE Briarwood Dr	$ 2,009	$ 100	$ 150	$ 100		$ 2,359.00
5	6004 NE Briarwood Dr	$ 2,055	$ 100	$ 150	$ 100		$ 2,405.00
6	5804 NE Terrace Ridge Dr	$ 2,687	$ 100	$ 150	$ 100		$ 3,037.00
7	1015 NE 59th Ct	$ 2,236	$ 100	$ 150	$ 100		$ 2,586.00
8	1002 NE 59th Ct	$ 2,213	$ 100	$ 150	$ 100		$ 2,563.00
9	6009 NE Briarwood Dr	$ 3,155	$ 100	$ 150	$ 100		$ 3,505.00
	Bld Pmt Refund	$ 21,481					
	Average	$ 2,387			Overall Refund		$ 24,531.00

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Community Project Funding Program – NE Delaware Avenue Reconstruction

EXECUTIVE SUMMARY:

City staff were recently made aware of a federal funding opportunity through the Community Project Funding Program, a program administered by the House Appropriations Committee. The program includes a number of categories including transportation related projects. Congresswoman Cindy Axne has requested applications for this funding opportunity be submitted no later than Monday, April 18, 2022. A maximum of fifteen (15) requests for Community Projects can be submitted by each Representative.

The City Council has identified the NE Delaware Reconstruction project as a high priority for investment as identified within the recently approved Capital Improvements Plan which identifies projects anticipated to be completed by the City over the next five years. This particular project is under design in 2022, construction in 2023 and 2024, and close out of the project (i.e. landscaping) in 2025.

The estimated cost of the project is $11.95 million, with grant funding already authorized from Iowa Transportation Safety Improvement Program (TSIP) funds in the amount of $0.5 million, and Federal Surface Transportation Block Grant (STBG-SWAP) funds that were swapped for Iowa Primary Road Fund dollars (to reduce requirements associated with federal funds) in the amount of $3.0 million.

The City Manager recommends a request be made through the Community Project Funding Program in the amount of $2.5 million towards the planned project.

FISCAL IMPACT: **??Yes**

This item is specifically included in the City Council approved budget, and capital improvement program for calendar years 2022 and 2023. Any funding received through the Community Project Funding Program would reduce the City's proportionate share of the project costs that are not otherwise covered by, bond proceeds and previously awarded funds through the TSIP or STBG-SWAP programs.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the motion adopting the resolution authorizing application to the 2023 Community Project Funding Program.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to adopt RESOLUTION authorizing the City of Ankeny to submit an application for funding from the Community Project Funding Program – NE Delaware Avenue Reconstruction.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution - Community Project Funding 2023
NE Delaware Avenue Project

RESOLUTION 2022-

RESOLUTION AUTHORIZING THE CITY OF ANKENY TO SUBMIT AN APPLICATION FOR THE FY2023 COMMUNITY PROJECT FUNDING UNDER THE FEDERAL COMMUNITY PROJECT AND/OR FEDERAL APPROPRIATIONS SUBCOMMITTEE PROGRAMS

WHEREAS, the City of Ankeny recognizes that in current times, the financing of public capital projects is becoming more and more challenging in Iowa and nationally; and

WHEREAS, in times of scarce resources, it is necessary to continue to find financing mechanisms and maximize the use of existing resources; and

WHEREAS, the City of Ankeny is continuously analyzing potential state, local, and federal opportunities in a rapidly changing economic environment; and

WHEREAS, the City of Ankeny has identified the NE Delaware Widening Project (NE 5th Street to NE 18th Street) as previously approved in the City's Capital Improvement Plan, as a potentially eligible project under the federal grant programs made available; and

WHEREAS, the City of Ankeny recognizes that community engagement and support is a crucial part of project planning for any government entity; and

WHEREAS, the City Council desires to participate in these federal financing opportunities, hereby, directs staff to seek, prepare, and submit applications for these federal funding opportunities as they become available; and

WHEREAS, the City Council retains its authority to accept and approve funding awards or contracts related to any funding opportunity applications submitted by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

1. The City Council supports and approves the application of the NE Delaware Widening Project for FY2023 Community Project Funding in the amount of $2,500,000.
2. The City Manager or designee is hereby authorized to execute the application on behalf of the Mayor and City Council.

PASSED AND APPROVED this 18th day of April, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

NE 5TH STREET
NE KEYSTONE DRIVE
NE 8TH COURT
NE LOWELL DRIVE
NE 9TH STREET
NE FOUNTAIN VIEW COURT
NE LAKE VIEW DRIVE
NE FOUNTAIN VIEW DRIVE
NE ASPEN CIRCLE
NE FOUNTAIN VIEW BLVD
TRAFFIC SIGNAL
NE DELAWARE AVENUE
NE DELAWARE AVENUE

TRIBUTARY "A"
2023 CONSTRUCTION
2024 CONSTRUCTION
NE 15TH STREET
NE 16TH STREET
NE LOWELL COURT
NE 18TH STREET
FOURMILE CREEK
NE DELAWARE AVENUE
BOX CULVERT
TRIBUTARY "A"
NE 15TH LANE
NE FALSTAFF LANE
NE WINDSOR DRIVE
TRAFFIC SIGNAL

city of Ankeny
bringing it all together

IOWA DOT

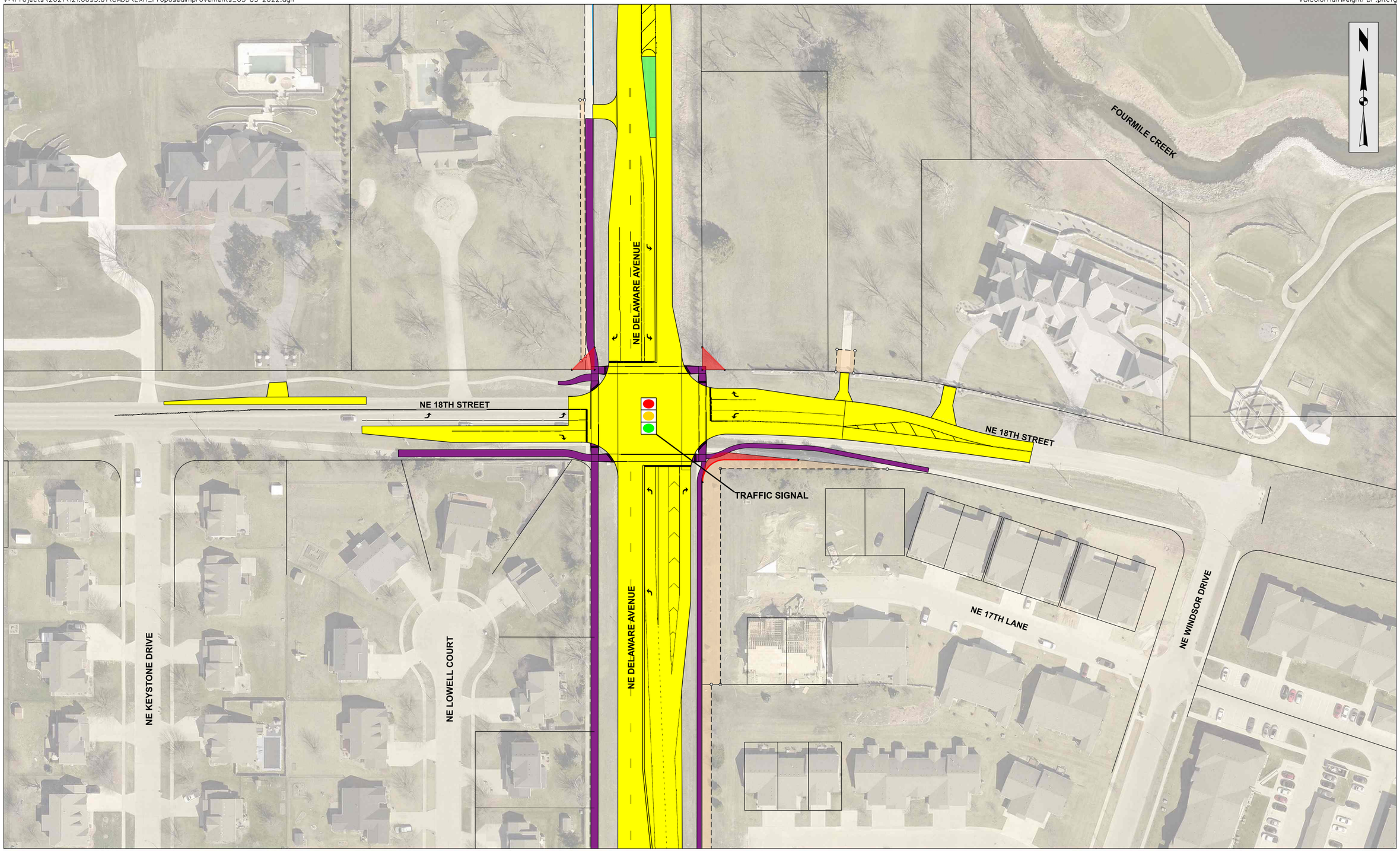
NE DELAWARE AVE RECONSTRUCTION
NW 5TH STREET TO NW 18TH STREET
ANKENY, IOWA

LEGEND:

- PROPOSED PAVEMENT
- RAISED EARTH MEDIAN
- PROPOSED SIDEWALK
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- FEE TITLE ACQUISITION

SNYDER & ASSOCIATES

PRELIMINARY DESIGN



city of Ankeny
bringing it all together

IOWA DOT

NE DELAWARE AVE RECONSTRUCTION
NW 5TH STREET TO NW 18TH STREET
ANKENY, IOWA

LEGEND:

- PROPOSED PAVEMENT
- RAISED EARTH MEDIAN
- PROPOSED SIDEWALK
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT
- FEE TITLE ACQUISITION

SNYDER & ASSOCIATES

PRELIMINARY DESIGN

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Diamond Hills Greenway - Stream Repairs
Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the Diamond Hills Greenway - Stream Repairs project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost; and setting a date for the filing of bids on the project.

The Diamond Hills Greenway - Stream Repairs project includesclearing, grubbing, and removal of nuisance vegetation, repairs to existing storm sewer infrastructure, grading, installation of erosion and sediment control devices, and extension of existing storm sewer outlets along the stream corridor.

The construction improvements include approximately 270 linear feet of storm sewer ranging in size from 15-inch to 24-inch in diameter, four (4) storm sewer manholes, two (2) area intakes, and associated footings, aprons, and apron guards. The improvements will also include 260 square yards of 5" PCC trail replacement. Other associated improvements include temporary traffic control, surface restoration, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 6, 2022 and no later than August 1,2022. The contractor will have 40 working days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: April 18, 2022

2. Post Notice to Bidders and Notice of Public Hearing: April 22, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: April 29, 2022

4. Bid Opening (10:30 A.M., Public Services Building): May 10, 2022

5. Public Hearing and Contract Award: May 16, 2022
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **??No**

This project is included in the City's current Capital Improvement Program with construction scheduled for 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 10, 2022 and setting the public hearing date as May 16, 2022 for the Diamond Hills Greenway - Stream Repairs 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 April 22, 2022 and to be published in the Des Moines Register on April 29, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A letter was sent to adjacent property owners on March 10, 2022. A site visit was conducted on March 31, 2022 with representatives of an adjacent property HOA Board regarding this project.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION 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.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE DIAMOND HILLS GREENWAY - STREAM REPAIRS, 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 DIAMOND HILLS GREENWAY - STREAM REPAIRS, 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 Diamond Hills Greenway - Stream Repairs; 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 Diamond Hills Greenway - Stream Repairs, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The Diamond Hills Greenway – Stream Repairs project includes multiple necessary repairs to the Diamond Hills Greenway located between SW Polk City Drive and SW 35th Street, in Ankeny, Iowa. The repairs include clearing, grubbing, and removal of nuisance vegetation, repairs to existing storm sewer infrastructure, grading, installation of erosion and sediment control devices, and extension of existing storm sewer outlets along the stream corridor,

The construction improvements include approximately 270 linear feet of storm sewer ranging in size from 15-inch to 24-inch in diameter, four (4) storm sewer manholes, two (2) area intakes, and associated footings, aprons, and apron guards. The improvements will also include 260 square yards of 5" PCC trail replacement. Other associated improvements include temporary traffic control, 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 10, 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 May 16, 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 May 16, 2022.

PASSED AND APPROVED this 18th day of April, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

DIAMOND HILLS GREENWAY – STREAM REPAIRS

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 **Diamond Hills Greenway – Stream Repairs** project at its meeting at **5:30 P.M. on the 16th day of May, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   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 **10th 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 10th 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 16th day of May, 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 earlier than June 6, 2022 and no later than August 1, 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 May or 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 Nilles Associates Inc., 1250 SW State Street Suite A, 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 515-965-0123 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

DIAMOND HILLS GREENWAY – STREAM REPAIRS

The Diamond Hills Greenway – Stream Repairs project includes multiple necessary repairs to the Diamond Hills Greenway located between SW Polk City Drive and SW 35th Street, in Ankeny, Iowa. The repairs include clearing, grubbing, and removal of nuisance vegetation, repairs to existing storm sewer infrastructure, grading, installation of erosion and sediment control devices, and extension of existing storm sewer outlets along the stream corridor,

The construction improvements include approximately 270 linear feet of storm sewer ranging in size from 15-inch to 24-inch in diameter, four (4) storm sewer manholes, two (2) area intakes, and associated footings, aprons, and apron guards. The improvements will also include 260 square yards of 5" PCC trail replacement. Other associated improvements include temporary traffic control, 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 Phase 1 of the project **by August 19th, 2022**. Phase 1 of the project shall include clearing, grubbing, and grading activities taking place along SW Applewood Street on the northern edge of the project boundary. Full completion for Phase 1 of the project shall be defined as all clearing, grubbing, and grading activities completed, with SW Applewood Street and sidewalks fully open to traffic. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **forty (40) working days.** Full completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new sidewalks fully open to traffic, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) 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 **18th day of April, 2022.**

_____

Mark E. Holm, Mayor

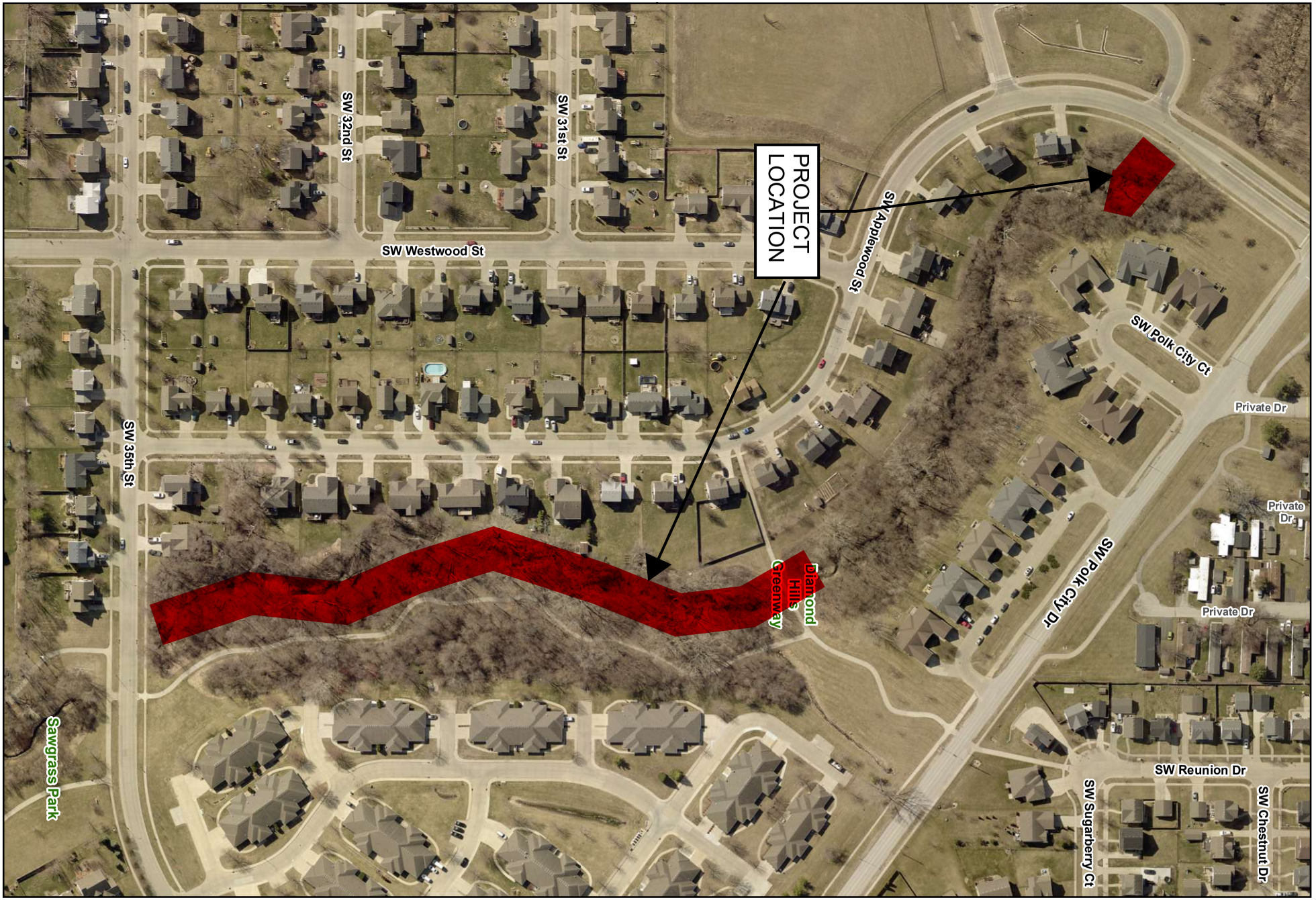
ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **22nd day of April, 2022.**

Published in the Des Moines Register the **29th day of April, 2022.**



city of Ankeny
bringing it all together

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

W S E N

1 in = 200 ft

Date: 3/10/2022

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager | Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

$33,685,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2022A

EXECUTIVE SUMMARY:

The $33,685,000 General Obligation Bonds, Series 2022A are being proposed to fund the 2022 Capital Improvement Program and current refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to receive and file report of bids received on April 18, 2022 at 10:00 A.M.

Action: Consider motion to adopt RESOLUTION directing sale of $31,665,000 General Obligation Bonds, Series 2022A.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $31,665,000 GENERAL OBLIGATION BONDS, SERIES 2022A," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION DIRECTING SALE OF $31,665,000 GENERAL OBLIGATION BONDS, SERIES 2022A

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$31,665,000 GENERAL OBLIGATION BONDS, SERIES 2022A

Bidder: Piper Sandler & Co. of Minneapolis, MN

The terms of award:

Final Par Amount (as adjusted): $31,665,000

Purchase Price (as adjusted): $34,111,815.06

True Interest Rate: 2.678869%

Net Interest Cost: $4,929,151.69

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 18th day of April, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager | Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Redemption of Outstanding General Obligation Refunding Bonds, Series 2014A

EXECUTIVE SUMMARY:

The outstanding General Obligation Refunding Bonds, Series 2014A are callable in the amount of $7,905,000 on June 1, 2022 or any date thereafter.

FISCAL IMPACT: **??Yes**

Proceeds of the General Obligation Bonds, Series 2022A are being used to current refund on June 1, 2022, the General Obligation Refunding Bonds, Series 2014A in the amount of $7,905,000.

Total savings of the refunded General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B are estimated to be $260,167.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION 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" 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 resolution duly adopted as follows:

RESOLUTION

RESOLUTION 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

WHEREAS, the City did by resolution dated May 5, 2014, authorize the issuance of $14,885,000 General Obligation Refunding Bonds, Series 2014A, (the "Bonds") dated May 29, 2014; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2022 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $7,905,000 be so redeemed on June 1, 2022 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

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

Section 1. That outstanding General Obligation Refunding Bonds, Series 2014A, dated May 29, 2014, in the principal amount of $7,905,000, be and the same are hereby redeemed as of June 1, 2022.

Section 2. On April 18, 2022, the City sold and is issuing its General Obligation Bonds, Series 2022A to fund early retirement of the Bonds. At closing on the Series 2022A Bonds, the City will have available funds to service all remaining obligations related to these Bonds. Accordingly, as of the redemption date authorized herein, the remaining mandatory tax provisions for the Bonds, as contained in the "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF $15,770,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A AND LEVYING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON MARCH 3, 2014, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $14,885,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A, AND LEVYING TO PAY SAID BONDS", dated May 5, 2014, on file with the Polk County Auditor are hereby rescinded.

Section 3. The Registrar and Paying Agent, UMB Bank, N.A., in its capacity as assignee and of successor to Bankers Trust Company, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause written notice of redemption to the registered owners of the Bonds, and to notify DTC.

Section 4. The Administrative Services Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 5. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION

To the Holders of the
City of Ankeny, State of Iowa
General Obligation Refunding Bonds,
Series 2014A
$14,885,000
Dated May 29, 2014

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **June 1, 2022**

Year	*Amount*	*Interest Rate*	*Cusip No **
2023	**$1,040,000**	**3.00%**	**0353392A7**
2024	**$1,000,000**	**3.00%**	**0353392B5**
2025	**$1,105,000**	**3.00%**	**0353392C3**
2026	**$1,135,000**	**3.00%**	**0353392D1**
2027	**$1,175,000**	**3.00%**	**0353392E9**
2028	**$1,205,000**	**3.00%**	**0353392F6**
2029	**$1,245,000**	**3.125%**	**0353392G4**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person:
UMB Bank, N.A. 1010408
Corporate Trust Bond Operations Department
928 Grand, 4th Floor
Kansas City, MO 64106-2040

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 24% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Ankeny, Iowa** pursuant to the terms of the resolution authorizing the redemption of these Bonds, dated **April 18, 2022**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 18th day of April, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Redemption of Outstanding General Obligation Bonds, Series 2014B

EXECUTIVE SUMMARY:

The outstanding General Obligation Bonds, Series 2014B are callable in the amount of $6,755,000 on June 1, 2022 or any date thereafter.

FISCAL IMPACT: **??Yes**

Proceeds of the General Obligation Bonds, Series 2022A are being used to current refund on June 1, 2022, the General Obligation Bonds, Series 2014B in the amount of $6,755,000.

Total savings of the refunded General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B are estimated to be $260,167.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION 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" 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 resolution duly adopted as follows:

RESOLUTION

RESOLUTION 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

WHEREAS, the City did by resolution dated May 5, 2014, authorize the issuance of $12,345,000 General Obligation Bonds, Series 2014B, (the "Bonds") dated May 29, 2014; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2022 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $6,755,000 be so redeemed on June 1, 2022 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

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

Section 1. That outstanding General Obligation Bonds, Series 2014B, dated May 29, 2014, in the principal amount of $6,755,000, be and the same are hereby redeemed as of June 1, 2022.

Section 2. On April 18, 2022, the City sold and is issuing its General Obligation Bonds, Series 2022A to fund early retirement of the Bonds. At closing on the Series 2022A Bonds, the

City will have available funds to service all remaining obligations related to these Bonds. Accordingly, as of the redemption date authorized herein, the remaining mandatory tax provisions for the Bonds, as contained in the "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF $13,190,000 GENERAL OBLIGATION BONDS, SERIES 2014B AND LEVYING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON MARCH 3, 2014, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $12,345,000 GENERAL OBLIGATION BONDS, SERIES 2014B, AND LEVYING TO PAY SAID BONDS", dated May 5, 2014, on file with the Polk County Auditor are hereby rescinded.

Section 3. The Registrar and Paying Agent, UMB Bank, N.A., in its capacity as assignee and of successor to Bankers Trust Company, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause written notice of redemption to the registered owners of the Bonds, and to notify DTC.

Section 4. The Administrative Services Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 5. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION

To the Holders of the
City of Ankeny, State of Iowa
General Obligation Bonds,
Series 2014B
$12,345,000
Dated May 29, 2014

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **June 1, 2022**

Year	*Amount*	*Interest Rate*	*Cusip No **
2023	**$885,000**	**4.00%**	**0353392R0**
2024	**$1,150,000**	**4.00%**	**0353392S8**
2025	**$860,000**	**3.00%**	**0353392T6**
2026	**$1,000,000**	**3.00%**	**0353392U3**
2027	**$915,000**	**3.25%**	**0353392V1**
2028	**$945,000**	**3.25%**	**0353392W9**
2029	**$1,000,000**	**4.00%**	**0353392X7**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person:
UMB Bank, N.A. 1010408
Corporate Trust Bond Operations Department
928 Grand, 4th Floor
Kansas City, MO 64106-2040

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 24% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Ankeny, Iowa** pursuant to the terms of the resolution authorizing the redemption of these Bonds, dated **April 18, 2022**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 18th day of April, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

April 18, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

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Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - N. Ankeny Blvd Water Main - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - Notice of Intent - NE Delaware Ave Reconstruction - NE 5th St to 700 feet North of NE 18th St - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - rezone TJL Investments LLC - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - Interim Tower Lease Agreement - 5/2/22 @ 5:30 p.m.***
- ***Public Hearing - Diamond Hills Greenway - Stream Repairs - 5/16/22 @ 5:30 p.m.***
- ***Public Hearing - 28E Agreement - Annexation Agreement Boundary - 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