



ANKENY CITY COUNCIL

Regular Meeting

Monday, April 17, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

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

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the April 17, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the April 17, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-31 Proposed amendment to the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

Action# C1-1. Consider motion to close Public Hearing 2023-31.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

- CA - 1** Approval of official council actions of the regular meeting of April 3, 2023, 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 21, 2023.
- CA - 3** Receive and file minutes of the Human Rights Commission meeting of February 23, 2023.
- CA - 4** Receive and file minutes of the Civil Service Commission meeting of March 13, 2023.

- **Licenses and Permits**

- CA - 5** Consider motion to approve the issuance of liquor licenses, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses in the City of Ankeny.

- **Finance/Budget**

- CA - 6** Consider motion to receive and file Financial Reports for March 2023.
- CA - 7** Consider motion to receive and file Building Permit Report for March 2023.
- CA - 8** Consider motion to receive and file Utility Billing Report for March 2023.
- CA - 9** Consider motion to approve Change Order #4 increasing the contract amount by \$16,956.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 10** Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$162,000.00 with Foth Infrastructure and Environment, LLC (Foth), for construction services on the North Four Mile Creek Trunk Sewer Project.
- CA - 11** Consider motion to approve Change Order #1 increasing the contract amount by \$450.00 to Iowa Signal, Inc., for construction services on the SW State Street

Fiber Relocation project.

- CA - 12** Consider motion to approve Payment #10 in the amount of \$58,996.47 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 13** Consider motion to approve Payment #1 in the amount of \$5,850.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- CA - 14** Consider motion to approve Payment #1 in the amount of \$193,428.65 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 15** Consider motion to approve Payment #1 in the amount of \$75,546.81 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 16** Consider motion to approve Payment #8 in the amount of \$2,082.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
- CA - 17** Consider motion to approve Payment #8 in the amount of \$2,240.40 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
- CA - 18** Consider motion to approve Payment #8 in the amount of \$25,060.50 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 19** Consider motion to approve Payment #11 in the amount of \$27,551.00 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 20** Consider motion to approve Payment #5 in the amount of \$634,936.90 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
- CA - 21** Consider motion to approve the April 17, 2023 Accounts Payable. (Finance Committee: J. Ruddy, Chp, T. Shafer, K. Stearns)
- CA - 22** Consider motion to adopt **RESOLUTION** authorizing the purchase of a crane and service body for a Public Works Department Sign Truck (replace existing truck #275) in the amount of \$179,621.00 to National Auto Fleet Group.
- CA - 23** Consider motion to adopt **RESOLUTION** accepting a proposal from Crouch Recreation in the amount of \$90,000.00 for the purchase and installation of a playground for Midway Park.
- CA - 24** Consider motion to adopt **RESOLUTION** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 5/1/23 @ 5:30 p.m.).

- **Personnel Items**

- CA - 25** Consider motion to accept the Civil Service Commission certified list for appointment to GIS Specialist, subject to passing any further departmental requirements.

- **Community Development Items**

- CA - 26** Consider motion to adopt **RESOLUTION** accepting a public ingress egress easement located on Lot 5 Northview Centre Plat 2; and associated with the development of 245 NW 18th Street, Lot 5 Northview Centre Plat 2 Site Plan.
- CA - 27** Consider motion to adopt **RESOLUTION** accepting Easements associated with the development of Lot 1, Park Sight Office Park at Prairie Trail Plat 4.
- CA - 28** Consider motion to adopt a **RESOLUTION** authorizing the Mayor to sign a Hold Harmless Agreement allowing Veridian Credit Union to place a monument sign within a Sanitary Sewer Easement.
- CA - 29** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of roadway easement along SW 3rd Street at 2943 SW 3rd Street. (date of hrg: 5/1/23 @ 5:30 p.m.).

- **Engineering Items**

- CA - 30** Consider a motion to adopt a **RESOLUTION** accepting a proposal from JC Construction, Inc. in the amount of \$130,702.00 for construction of the School Walkability Improvements.
- CA - 31** Consider a motion to adopt a **RESOLUTION** updating the Policy on the Installation of School Speed Zones within Ankeny.
- CA - 32** Consider motion to adopt **RESOLUTION** authorizing the Mayor to execute the proposed Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa, for the routine maintenance of joint jurisdictional (boundary) roadways.

- **Capital Improvement Projects**

- CA - 33** Consider motion to adopt **RESOLUTION** ordering construction on the Delaware Ground Storage Reservoir Rehabilitation project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 5/9/23 @ 10:30 A.M. / date of hrg: 5/15/23 @ 5:30 P.M.)

- **Administrative Items**

- CA - 34** Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Diamond Development, LLC for the Trestle Ridge Estates Trunk Sewer.
- CA - 35** Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Absolute Farms, LLC for the Trestle Ridge Estates Plat 6 Trunk Sewer.
- CA - 36** Consider motion to adopt **RESOLUTION** authorizing the execution of an Agreement with the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been or may in the future be annexed into the City of Ankeny
- CA - 37** Consider a motion to adopt a **RESOLUTION** setting a public hearing on a development agreement between the City of Ankeny and SPAL–USA, Inc. (date of hrg: 5/1/2023 @ 5:30 p.m.)

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-37.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-37.

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

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

H. **LEGISLATIVE BUSINESS:**

- **Boards/Commissions Appointments:**

1. Consider Mayors Appointment to Cultural Arts Boards as follows:

- Bill Konnath - reappointment - terms begins 5/01/2023; term ends 4/30/2027

Action# H1-1. Consider motion approving Mayors appointment to expiring Cultural Arts Board seats as presented.

- **Approval of Ordinances:**

1. Ord 2141 An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. (PH 2023-31)

Action# H1-1. Consider motion to accept first consideration of ORDINANCE 2141.

I. **OLD BUSINESS: none**

J. **NEW BUSINESS:**

1. Proposed NE 62nd Street Box Culvert Design
Professional Services Agreement with Kirkham, Michael & Associates, Inc.

Action# J1-1.

Consider motion to approve the Professional Services Agreement with Kirkham, Michael & Associates, Inc., for the design engineering services for the NE 62nd Street Box Culvert Design in an amount not to exceed \$71,240.00 and the Mayor to execute said agreement.

K. **ADMINISTRATIVE BUSINESS:**

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - \$3,248,000 Water Revenue Capital Loan Notes - 5/1/23 @ 5:30 p.m.***
- ***Public Hearing - vacate - easement - SW 3rd St at 2943 SW 3rd St. - 5/1/23 @ 5:30 p.m.***
- ***Public Hearing - Development Agmt - SPAL-USA, Inc. - 5/1/23 @ 5:30 p.m.***
- ***Public Hearing - Delaware Ground Storage Reservoir Rehabilitation Project - 5/15/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 6/5/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtNvHNxcWZFak9PdZ09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



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April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



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5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the April 17, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the April 17, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-31: Proposed amendment to the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

EXECUTIVE SUMMARY:

An amendment to the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, superseding the current provisions of Chapter 193 regarding Flood Plain Regulations. The updated provisions in this chapter are required to maintain the City of Ankeny's participation in the National Flood Insurance Program and make eligible for FEMA's Community Rating System.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Legal publication notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-31.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 Flood Plain Regulations



PUBLIC HEARING 2023-31

5:30 P.M.

APRIL 17, 2023

**PROPOSED AMENDMENT TO THE PROVISIONS OF THE ZONING ORDINANCE,
CHAPTER 193, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,
REGARDING FLOOD PLAIN REGULATIONS**

Mayor:

This is the time and place for a public hearing on the matter of a proposed amendment to the provisions of the zoning ordinance Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding flood plain regulations. The Notice of Hearing on this proposed amendment was published in the Des Moines Register on the 7th day of April, 2023.

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 amendment."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2023-31.

Mayor

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

ORDINANCE

**AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 193,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,
REGARDING FLOOD PLAIN REGULATIONS**

WHEREAS, on the 17th day of April, 2023, after due notice, the City Council held a public hearing to consider said amendment, at which time and place all parties in interest and citizens had the opportunity to be heard; and

WHEREAS, the City Council now deems it appropriate to amend the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

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

Section 1. That the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, is hereby amended;

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in effect upon its passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

CHAPTER 193
ZONING ORDINANCE
FLOOD PLAIN REGULATIONS

193.01 FLOOD PLAIN REGULATIONS.

1. Statutory Authority. The Legislature of the State of Iowa has, in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
2. Findings of Fact. The flood hazard areas of the City of Ankeny are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community. These flood losses, hazards, and related adverse effects are caused by (i) the occupancy of flood hazard areas by uses vulnerable to flood damages, which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding; and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities. This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.
3. Purpose. It is the purpose of this section to protect and preserve the rights, privileges and property of Ankeny, and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing flood losses with provisions designed to:
 - A. Reserve sufficient flood plain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially;
 - B. Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood height or velocities;
 - C. Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction;
 - D. Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard; and
 - E. Assure that eligibility is maintained for property owners in the City to purchase flood insurance through the National Flood Insurance Program.
4. Compliance. No structure or land shall hereafter be used, and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.

5. **Warning and Disclaimer of Liability.** The degree of flood protection required by this Zoning Ordinance is considered reasonable for regulatory purposes, and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. The ordinance codified in this section does not imply that areas outside the flood plain districts or land uses permitted within such districts will be free from flooding or flood damages. This section shall not create liability on the part of Ankeny, or any officer or employee thereof, for any flood damages that result from reliance on this section, or any administrative decision lawfully made thereunder.

6. **Abrogation and Greater Restrictions.** It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions; however, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

7. **Severability.** If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

8. **Definitions.** The definitions found in Section 190.03 of this Code of Ordinances apply to the provisions of this section. The following additional words, definitions, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. **Appurtenant structure** - A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

B. **Base flood** - The flood having a one percent chance of being equaled or exceeded in any given year. See also, "100-year flood."

C. **Base Flood Elevation (BFE)** - The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

D. **Basement** - Any enclosed area of a building which has its floor or lowest level below ground level (sub-grade) on all sides. See also, "Lowest floor."

E. **Development** - Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities," as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

F. **Enclosed area below lowest floor** - The floor of the lowest enclosed area in a building when all the following criteria are met:

(1) The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Section 11.B(2)d. of this Ordinance;

(2) The enclosed area is unfinished (not carpeted, drywalled, etc.), and used solely for low damage potential uses such as building access, parking or storage;

(3) Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the base flood elevation; and

(4) The enclosed area is not a "basement," as defined in this section.

G. Existing construction - Any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

H. Existing factory-built home park or subdivision - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

I. Expansion of existing factory-built home park or subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

J. Factory-built home - Any structure designed for residential use, which is wholly or in substantial part, made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Zoning Ordinance, factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles," which are placed on a site for greater than 180 consecutive days, and not fully licensed for and ready for highway use.

K. Factory-built home park or subdivision - A parcel or contiguous parcels of land divided into two or more factory-built home lots for rent or sale.

L. Five-hundred (500) year flood - A flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year, or which, on average, will be equaled or exceeded at least once every 500 years.

M. Flood - A general and temporary condition of partial or complete inundation of normally dry land areas, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

N. Flood Insurance Rate Map (FIRM) - The official map prepared as part of (but published separately from) the Flood Insurance Study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

O. Flood Insurance Study (FIS) - A report published by FEMA for a community, issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

P. Floodplain - Any land area susceptible to being inundated by water as a result of a flood.

Q. Floodplain management - An overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including, but not limited to, emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

R. Floodproofing - Any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

S. Floodway - The channel of a river or stream, and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.

T. Floodway fringe - Those portions of the Special Flood Hazard Area outside the floodway.

U. Highest adjacent grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

V. Historic structure - Any structure that is:

(1) Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs, which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either (i) an approved state program as determined by the Secretary of the Interior; or (ii) directly by the Secretary of the Interior in states without approved programs.

W. Lowest floor - The floor of the lowest enclosed area in a building, including a "basement," as defined in this section, except when the criteria listed in the definition of "Enclosed Area Below Lowest Floor" are met.

X. Maximum Damage Potential Development – Hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use

Y. Minor projects - Small development activities (except for filling, grading and excavating) valued at less than \$500.

~~YZ.~~ New construction (new buildings, factory-built home parks) - Those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

~~ZAA.~~ New factory-built home park or subdivision - A factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

~~—AA. One hundred (100) year flood—A flood, the magnitude of which has a one percent chance of being equaled or exceeded in any given year or which, on the average, will be equaled or exceeded at least once every 100 years. See also, "Base flood."~~

BB. Recreational vehicle - A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational camping, travel, or seasonal use.

CC. Routine maintenance of existing buildings and facilities - Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

(1) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;

(2) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;

(3) Basement sealing;

(4) Repairing or replacing damaged or broken window panes; or

(5) Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

DD. Special Flood Hazard Area (SFHA) - The land within a community subject to the "base flood," as defined in this section. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

EE. Start of construction - Includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either (i) the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or (ii) the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

FF. Structure - Anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities, and other similar uses.

GG. Substantial damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

HH. Substantial improvement - Any improvement to a structure which satisfies either of the following criteria:

(1) Any repair, reconstruction, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either (i) before the "start of construction" of the improvement; or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either (i) any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement officer, and which are the minimum necessary to assure safe living conditions; or (ii) any alteration that will not preclude the structure's continued designation as an historic structure.

(2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed on or after the first floodplain management regulations adopted by the City dated February 1, 2019, the effective date of the Flood Insurance Rate Map, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

II. Variance - A grant of relief by a community from the terms of the floodplain management regulations.

JJ. Violation - The failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

9. Flood Plain Overlay Zone Established. The ~~areas of the City identified by the~~ Flood Insurance Rate Maps (FIRM) for Polk County and Incorporated Areas, City of Ankeny, Panels 19153C0045F, 0065F, 0070F, 0185F, 0205F, 0210F, 0215F, 0220F, dated February 1, 2019, were prepared as part of the Polk County Flood Insurance Study are hereby adopted by reference and declared to be the Official Flood plain Zoning Map. The Polk County Flood Insurance Study is hereby adopted by reference and is made a part of this ordinance for the purpose of administering floodplain management regulations. ; -The Flood plain Zoning Map shall be used to identify flood hazard areas, and all areas shown thereon to be within the boundaries of the 100-year flood ~~shall be considered as a flood plain overlay zone~~. The precise location of the 100-year flood boundary and the location at a particular site in question shall be determined by scaling distances on the official flood plain zoning map. Where interpretation is needed as to the exact location of the boundaries of the district as shown on the official zoning map, the Zoning Administrator shall make the necessary interpretation. The person contesting the location of the district boundary shall be given a reasonable opportunity to present their case and submit technical evidence. Where the 100-year flood elevation is locally calculated by a registered engineer and delineated upon a preliminary and/or final plat drawing, this line shall be used to delineate the flood plain boundary and the hydrological data used shall be retained on file in the City Engineer's office.

10. Flood Plain Subdistricts Established. The floodplain areas within the jurisdiction of this Ordinance are divided into the following subdistricts:

A. Floodway (Overlay) Subdistrict (FW). The floodway subdistrict shall be consistent with the boundaries of the floodway as shown on the Official Flood Plain Zoning Map.

B. Floodway Fringe (Overlay) Subdistrict (FF). The floodway fringe subdistrict shall be those areas identified as Zone AE on the Official Flood Plain Zoning Map, but excluding those areas identified as Floodway.

C. General Flood Plain (Overlay) Subdistrict (GF). The general flood plain subdistrict shall be those areas identified as Zone A on the Official Flood Plain Zoning Map.

11. Flood Plain Subdistrict Regulations. Uses within the flood plain overlay zone shall be restricted in accordance with the following subdistrict regulations:

A. Floodway (Overlay) Subdistrict (FW).

(1) Permitted Uses. All uses-development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district), and provided they meet applicable performance standards of the Floodway District.

(2) Performance Standards. All floodway subdistrict ~~uses-development~~ allowed as a permitted or conditional use shall meet the following standards:

a. No ~~use-development~~ shall be permitted in the floodway subdistrict that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

b. All ~~uses-development~~ within the floodway subdistrict shall (i) be consistent with the need to minimize flood damage; (ii) use construction methods and practices that will minimize flood damage; and (iii) use construction materials and utility equipment that are resistant to flood damage.

c. No ~~use-development~~ shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch, or any other drainage facility or system.

d. Structures, buildings, ~~recreational vehicles~~, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe subdistrict, and shall be constructed or aligned to present the minimum possible resistance to flood flows.

e. ~~BuildingsStructures~~, if permitted, shall have a low flood damage potential and shall not be for human habitation.

f. Storage of equipment or materials that are buoyant, flammable, explosive, or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway subdistrict within the time available after flood warning.

g. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.

h. Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.

i. Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

B. Flood~~way~~ Fringe (Overlay) Subdistrict (FF).

(1) Permitted Uses. All ~~uses-development~~ within the floodway fringe subdistrict shall be permitted to the extent that they are not prohibited by any other ordinance or underlying zoning district, and provided they meet applicable performance standards of the floodway fringe subdistrict.

(2) Performance Standards. All ~~uses-development~~ must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. Where 100-year flood data has not been provided on the Flood Insurance Rate Map, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

a. All ~~structures-development~~ shall (i) be designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure; (ii) be constructed with materials and utility equipment resistant to flood damage; and (iii) be constructed by methods and practices that minimize flood damage.

b. Residential structures - All new or substantially improved residential structures shall have the lowest floor, including basements, elevated a minimum of one foot above the base flood elevation. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the base flood elevation, and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers or extended foundations) may be allowed, subject to favorable consideration by the Board of Adjustment and issuance of a conditional use permit, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure, as well as withstand the various forces and hazards associated with flooding. All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood; however, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

c. Non-residential structures - All new or substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one foot above the base flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the state of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the base flood; and that the structure, below the base flood elevation, is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Zoning Administrator.

d. In all new and substantially improved structures, fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria: (i) A minimum of two openings having a total net area of not less than one square inch for every

square foot of enclosed area subject to flooding shall be provided; (ii) The bottom of all openings shall be no higher than one foot above grade; and (iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.

e. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

f. New and substantially improved structures must be constructed with electric meter, electrical service panel box, water heater, heating, air conditioning ventilation equipment (including ductwork), plumbing, air conditioning equipment, and other similar machinery and equipment service facilities elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the base flood elevation.

g. New and substantially improved structures shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) a minimum of one (1) foot above the base flood elevation or designed to be watertight and withstand inundation to such a level

h. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors, as required by the State Building Code.

hi. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 100-yearbase flood levelelevation.

ij. All new and replacement sanitary sewage systems shall be designed to minimize and eliminate infiltration of floodwaters into the system, as well as the discharge of effluent into floodwaters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one foot above the 100-yearbase flood elevation.

jk. On-site waste disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.

kl. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one foot above the 100-yearbase flood elevation.

lm. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.

~~nn.~~ Storage of materials and ~~/or~~ equipment that are flammable, explosive, or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the ~~100-year~~base flood ~~levelelevation~~. Other material and equipment shall either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or (ii) be readily removable from the area within the time available after flood warning.

~~no.~~ Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from ~~a 100-year~~the base flood with a minimum of three feet of design freeboard, and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the Iowa Department of Natural Resources.

~~op.~~ No ~~use~~development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.

~~pq.~~ Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.

~~qr.~~ Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the base flood. Proposals for subdivisions greater than five acres or 50 lots (whichever is less) shall include base flood elevation data for those areas located within the ~~Floodplain-Floodway Fringe~~ (Overlay) ~~subdistrict~~District.

~~rs.~~ The exemption of detached garages, sheds, and similar structures from the ~~100-year~~base flood elevation requirements may result in increased premium rates for insurance coverage of the structure and contents; however, such detached garages, sheds, and similar accessory type structures are exempt from the ~~100-year~~base flood elevation requirements when (i) its size shall not exceed 600 sq. ft.; (ii) those portions of the structure located less than 1-foot above BFE must be constructed of flood-resistant materials; (iii) the structure shall not be used for human habitation; (iv) the structure shall be designed to have low flood damage potential and be used solely for low flood damage potential purposes such as vehicle parking and limited storage; (v) the structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters; (vi) structures shall be firmly anchored to resist flotation, collapse, and lateral movement; (vii) the structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation; and (viii) the structure's walls shall include openings that satisfy the provisions of Section 11.B(2)d. of this Ordinance.

~~st.~~ Recreational vehicles are exempt from the requirements of Section 11.B(2)~~gh-hi.~~ of this Ordinance regarding anchoring and elevation of factory-built homes when the

following criteria are satisfied: (i) The recreational vehicle shall be located on the site for less than 180 consecutive days; and (ii) The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Section 11.B(2)~~gh-hi~~ of this Ordinance regarding anchoring and elevation of factory-built homes.

~~tu~~. Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.

v. All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to the North American Vertical Datum, 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where the 0.2% annual flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be constructed to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

C. General Flood Plain (Overlay) Subdistrict (FP).

(1) Permitted Uses. The following ~~uses-development~~ shall be permitted within the general flood plain subdistrict to the extent they are not prohibited by any other ordinance or underlying zoning district; and provided they meet the applicable performance standards of the General Floodplain District.

(2) Any ~~uses-development~~ which involve placement of structures, factory-built homes, fill or other obstructions, storage of materials ~~and/or~~ equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a conditional use permit by the Board of Adjustment, as provided for in Section 14 of this Ordinance. All such ~~uses-development~~ shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.

(3) Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where (i) the bridge or

culvert is located on a stream that drains less than 2 square miles; and (ii) the bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

(4) Performance Standards.

a. All ~~uses~~development, ~~conditional-uses~~, or portions thereof, to be located in the floodway as determined by the Iowa Department of Natural Resources shall meet the applicable provisions and standards of the floodway (overlay) subdistrict.

b. All ~~conditional-uses~~development, or portions thereof, to be located in the floodway fringe as determined by the Iowa Department of Natural Resources shall meet the applicable standards of the floodway fringe (overlay) subdistrict.

12. Flood Plain Development Permit.

A. Permit Required. A flood plain development permit issued by the Zoning Administrator shall be secured prior to initiation of any flood plain development (any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, filling, grading, paving, excavation or drilling operations) including the placement of factory-built homes.

B. Application for Permit. Application for a flood plain development permit shall be made on forms supplied by the Zoning Administrator and shall include the following information:

(1) Description of the work to be covered by the permit for which application is to be made;

(2) Description of the land on which the proposed work is to be done (i.e., lot, block, tract, street address or similar description) that will readily identify and locate the work to be done;

(3) Location and dimensions of all ~~buildings-structures~~ and building alterations;

(4) Identification of the use or occupancy for which the proposed work is intended;

(5) Elevation of the ~~100-year~~base flood;

(6) Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of ~~buildings-structures~~, or of the level to which a ~~building-structure~~ is to be floodproofed;

(7) For ~~buildings-structures~~ being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements; and

(8) Such other information as the Zoning Administrator deems reasonably necessary for the purpose of this Zoning Ordinance.

C. Action on Permit Application. The Zoning Administrator shall, within a reasonable time, make a determination as to whether the proposed flood plain development meets the applicable provisions and standards of this Zoning Ordinance, and shall approve or

disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefor. The Zoning Administrator shall not issue permits for conditional uses or variances except as directed by the Board of Adjustment.

D. Construction and Use to be as Provided in Application and Plans. Flood plain development permits issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement, or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this section and shall be punishable as provided in Section 193.01.21 of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor (as appropriate) registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this section, prior to the use or occupancy of any structure.

13. Administration.

A. Duties and Responsibilities. The Zoning Administrator is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.

B. Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:

(1) Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.

(2) Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.

(3) Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved structures, or (ii) the elevation to which new or substantially improved structures have been floodproofed.

(4) Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse, and submit evidence of such notifications to the Federal Emergency Management Agency.

(5) Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.

(6) Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.

(7) Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.

(8) Maintain the accuracy of the community's Flood Insurance Rate Maps when:

- a. Development placed within the Floodway (Overlay) ~~subdistrict District~~ results in (i) an increase in the Base Flood Elevations, or (ii) alteration to the floodway boundary.
- b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
- c. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

(9) Perform site inspections to ensure compliance with the standards of this Ordinance.

14. Conditional Uses. Requests for conditional uses shall be submitted to the Zoning Administrator who shall forward such to the Board of Adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

15. Appeals. Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this section, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken, and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

16. Variances. The Board of Adjustment may authorize, upon request in specific cases, such variances from the terms of this section that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this section will result in unnecessary hardship. Variances granted must meet the following applicable standards:

A. No variance shall be granted for any development within any designated floodway which would result in any increase in the ~~100-year base level~~ flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

B. Variances shall only be granted upon:

- (1) A showing of good and sufficient cause;
- (2) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
- (3) A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense; create nuisances, or cause fraud on or victimization of the public; and

(4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

C. In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Zoning Ordinance, the applicant shall be notified in writing over the signature of the Zoning Administrator that:

(1) The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as 25 dollars for 100 dollars of insurance coverage; and

(2) Such construction increases risks to life and property.

D. All variances granted shall have the concurrence or approval of the Department of Natural Resources.

17. Hearings. Upon the filing with the Board of Adjustment of an appeal, an application for a conditional use or a request for a variance, the board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney, and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary, and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.

18. Decisions. The Board shall arrive at a decision on an appeal, conditional use, or variance within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this Zoning Ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from; and it shall make its decision in writing, setting forth the findings of fact and the reasons for its decision. In granting a conditional use or variance, the Board shall consider such factors as contained in this section and all other relevant sections of this Zoning Ordinance, and may prescribe such conditions as contained in Section 193.01.20.

19. Factors Upon Which the Decision of the Board Shall Be Based. In passing upon applications for conditional uses or requests for variances, the Board shall consider all relevant factors specified in other sections of this Zoning Ordinance and:

A. The danger to life and property due to increased flood heights or velocities caused by encroachments;

B. The danger that materials may be swept on to other lands or downstream to the injury of others;

C. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions;

D. The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;

E. The importance of the services provided by the proposed facility to the community;

- F. The requirements of the facility for a flood plain location;
- G. The availability of alternative locations not subject to flooding for the proposed use;
- H. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future;
- I. The relationship of the proposed use to the comprehensive plan and flood plain management program for the area;
- J. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- K. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site;
- L. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges; and
- M. Such other factors which are relevant to the purpose of this Zoning Ordinance.

20. Conditions Attached to Conditional Uses or Variances. Upon consideration of the factors listed above, the Board may attach such conditions to the granting of conditional uses or variances as it deems necessary to further the purpose of this Zoning Ordinance. Such conditions may include, but not necessarily be limited to:

- A. Modification of waste disposal and water supply facilities;
- B. Limitation on periods of use and operation;
- C. Imposition of operational controls, sureties, and deed restrictions;
- D. Requirements of channel modification, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purposes of this Zoning Ordinance; or
- E. Floodproofing Measures. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

21. Penalties for Violation. Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of variances) shall be considered a municipal infraction punishable by civil penalty provided in Chapter 4 of the Ankeny Municipal Code.

22. Amendments. The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

(Chapter 193 - Ord. 1958 - Feb. 19 Supp.)



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of April 3, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, April 3, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Mayor Holm recognized Boy Scout Troop 85.
2. Kevin Hyler, 3301 SW 29th St, Ankeny, addressed council concerning climate neutrality in Ankeny.

APPROVAL OF AGENDA

1. Council Member Ruddy moved, Stearns seconded, to approve and accept the April 3, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2023-28. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the adoption of the proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan. Notice of this hearing was published in the Des Moines Register on the 17th day of March, 2023.

Derek Lord, Economic Development Director, reported that the proposed Amendment includes the addition of the following public improvement projects: SW State Street reconstruction from SW Ordinance Road to West 1st Street (southbound lanes); SW Oralabor Road and SW State intersection improvements and construction of a pedestrian underpass and; West 1st Street widening and improvements - Phase 2. These projects were not included in previous plan updates and projects are required to be in the plan if tax increment financing is used to support public improvements. This amendment also includes the addition of land to allow for the inclusion of the West First 1st Street widening project.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Stearns moved, Ruddy seconded, to close public hearing 2023-28. Ayes: 5.

2. PH 2023-29. 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 2023 Asphalt Resurfacing Program – SW Ordinance Road. Notice of this hearing was published in the Des Moines Register on the 17th day of March, 2023.

Mark Mueller, Public Works Director, reported that the project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from approximately 500' west of SW Cherry Street to approximately 700' east of SW Railroad Drive.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Stearns seconded, to close public hearing 2023-29. Ayes: 5.

3. PH 2023-30. Mayor Holm announced this is the time and place for a public hearing on the proposed budget for Fiscal Year July 1, 2023 – June 30, 2024. Estimated tax levy per \$1,000 of regular property tax valuation \$9.90. Estimated tax levy per \$1,000 of agricultural land valuation \$3.00375. Notice of this hearing was published in the Des Moines Register on the 22nd day of March, 2023.

David Jones, City Manager, presented Fiscal Year July 1, 2023 – June 30, 2024 budget recommendations and reported that the property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation.

Mayor Holm then asked for any public comment regarding the proposed budget. Hearing no comments, Council Member Ruddy moved, Stearns seconded, to close public hearing 2023-30. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of March 20, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of March 7, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of February 21, 2023.
4. Receive and file minutes of the Library Board of Trustee meeting of February 16, 2023.

Licenses and Permits

5. Issuance of liquor licenses, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses in the City of Ankeny.

Finance/Budget

6. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$36,900.00 with Snyder & Associates, Inc. for construction engineering services on the N Ankeny Blvd Landscape Improvements, specifically at the N Ankeny Blvd & 18th St intersection.
7. Payment #1, \$1,403.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Dr/9th St Concept Study project.
8. Payment #33, \$4,225.03 to Civil Design Advantage for engineering services on the NW 18th St Extension – NW Weigel Dr to NW Spruce Dr project.
9. Payment #1, \$14,652.14 to Civil Design Advantage for engineering services on the NW 36th St and NW Weigel Dr HMA Resurfacing project.
10. Payment #33, \$13,790.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First St Widening and Improvements - Phase 1 project.
11. Payment #23, \$23,303.05 to FOX Strand, for engineering services on the Ankeny ASR project.
12. Payment #5, \$1,815.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
13. Payment #20, \$16,465.00 to JEO Consulting Group, Inc. for engineering services on the SE 3rd St Utility Improvements Phase 1 project.

14. Payment #9, \$1,193.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd St Improvements - Phase 2 project.
15. Payment #29, \$750.10 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
16. Payment #25, \$22,707.12 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
17. Payment #26, \$3,409.75 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
18. Payment #20, \$16,026.72 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
19. Payment #22 and final payment, \$2,179.65 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
20. Payment #28, \$6,494.93 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
21. Payment #11, \$2,391.55 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
22. Payment #12, \$2,455.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
23. Payment #39, \$2,967.92 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Dr – RISE project.
24. Payment #2, \$6,938.80 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
25. Payment #3, \$15,039.75 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
26. April 3, 2023 Accounts Payable by fund: General 649,616; Road Use Tax 108,133; Library Foundation 484; Water 31,885; Sewer 18,569; Storm Water 54,057; Golf Course 37,056; Enterprise Project 134,655; Revolving 28,720; Risk Management 18,068; Health Insurance 724; Capital Projects 358,880; Payroll Totals 1,999,374; Transfers/ACH (197,075); Agenda Payments approved separately (224,138); Grand Total \$3,019,008.
27. **RESOLUTION 2023-145** approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.
28. **RESOLUTION 2023-146** adopting a schedule of fees and charges for certain permit activities as authorized by the City of Ankeny, Iowa Municipal Code.
29. **RESOLUTION 2023-147** adopting a schedule of fees for certain development activities as authorized by the City of Ankeny, Iowa, Municipal Code.
30. **RESOLUTION 2023-148** establishing charges for curbside recycling services for the City of Ankeny, Iowa, effective July 1, 2023.
31. **RESOLUTION 2023-149** adopting a schedule of fees for certain Police Department services.

Personnel

32. New classification position descriptions recommended in the FY 2024 budget for the following positions: Police Sergeant - Traffic Unit, Utilities Supervisor - Water and Utilities Supervisor - Wastewater.
33. **RESOLUTION 2023-150** amending the City of Ankeny Employee Handbook.
34. **RESOLUTION 2023-151** relating to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

Community Development

35. **RESOLUTION 2023-152** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Aspen Ridge Commercial Plat 2.

36. **RESOLUTION 2023-153** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Aspen Ridge Commercial Plat 2.
37. **RESOLUTION 2023-154** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Aspen Ridge Commercial Plat 2.
38. **RESOLUTION 2023-155** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Aspen Ridge Commercial Plat 2.
39. **RESOLUTION 2023-156** accepting a Public Water Main Easement associated with the development of Lots 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4.
40. **RESOLUTION 2023-157** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider amending provisions of the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. (date of hrg: 4/17/2023 @ 5:30 p.m.)
41. Receive and file correspondence from Michael and Donna Westbrook, requesting to vacate a portion of City owned roadway easement located north of the home at 2943 SW 3rd St, south of W 1st St and east of SW Irvinedale Dr and refer to the Plan & Zoning Commission for its study and recommendation.

Engineering

42. **RESOLUTION 2023-158** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of utilities for the NE Four Mile Drive Creek Crossing project.
43. **RESOLUTION 2023-159** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade for the NE Four Mile Drive Creek Crossing project.
44. **RESOLUTION 2023-160** approving plans and specifications and accepting contract, performance and maintenance bonds for the construction of paving and associated road improvements for the NE Four Mile Drive Creek Crossing project and Phase 1 of The Crossings at Deer Creek Plat 15 project.
45. **RESOLUTION 2023-161** approving and authorizing a Letter of Agreement (LOA) with the Des Moines Area Regional Transit Authority (DART) for the installation of a public transit bus shelter (Shelter) located on City of Ankeny (City) property near 704 West First Street.

Capital Improvement Projects

46. **2022 CIPP Lining Project**: a) Certificate of Completion; b) **RESOLUTION 2023-162** accepting the public improvements with Hydro-Klean of \$685,368.80; c) change order #1 in the amount of \$1236.40; d) Final Payment #5 in the amount of \$31,661.55 / Release of Retainage in the amount of \$34,268.44.

Administrative

47. **RESOLUTION 2023-163** approving construction contract and bond with J&K Contracting, in the amount of \$2,000,000.00 for the North Four Mile Creek Trunk Sewer project.

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-47. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2136.** An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4. Council Member Perry moved, Ruddy seconded, to accept third consideration of ORDINANCE 2136, sending it on its final passage and publication as required by law. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns. Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-164** authorizing the sale of real estate vacated by the City of Ankeny to Veridian Credit Union and DRA Properties, LC. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
2. **Ord 2137.** An Ordinance amending Chapter 15 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to mayor appointments. Council Member Stearns moved, Shafer seconded, to accept third consideration of ORDINANCE 2137, sending it on its final passage and publication as required by law. Ayes: Stearns, Shafer, Bentz, Perry, Ruddy.
3. **Ord 2138.** An Ordinance amending Chapter 31 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to human rights commission appointed. Council Member Ruddy moved, Stearns seconded, to accept third consideration of ORDINANCE 2138, sending it on its final passage and publication as required by law. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
4. **Ord 2140.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees. Council Member Stearns moved, Ruddy seconded, to accept third consideration of ORDINANCE 2140, sending it on its final passage and publication as required by law. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan. (PH 2023-28) Council Member Perry moved, Stearns seconded to receive and file the report from the consultation meeting held on March 15, 2023. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer. Council Member Stearns moved, Perry seconded to adopt **RESOLUTION 2023-165** determining an area of the City to be a blighted and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.
2. Proposed 2023 Asphalt Street Resurfacing Program - SW Ordinance Road (PH 2023-29) Council Member Stearns moved, Ruddy seconded to adopt 1) **RESOLUTION 2023-166** adopting plans, specifications, form of contract and estimate of cost \$331,094.00; 2) receive and file report of bids received March 28, 2023; 3) adopt **RESOLUTION 2023-167** making award of construction contract with OMG Midwest dba Des Moines Asphalt & Paving in the amount of \$287,826.95; and 4) adopt **RESOLUTION 2023-168** approving contract and bonds with OMG Midwest dba Des Moines Asphalt & Paving in the amount of \$287,826.95. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
3. Proposed Fiber Optic Network Upgrade - Professional Services Agreement with Olsson, Inc. Council Member Perry moved, Stearns seconded to approve the Professional Services Agreement with Olsson, Inc. for the design engineering and survey services for the Fiber Optic Network Upgrade in an amount not to exceed \$423,644.46 and authorize the Mayor to execute said agreement. Ayes: Perry, Stearns, Bentz, Shafer, Ruddy.
4. Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 – June 30, 2024 (PH 2023-30) Council Member Stearns moved, Ruddy seconded to adopt **RESOLUTION 2023-144** adopting the proposed budget for Fiscal Year July 1, 2023 - June 30, 2024. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

5. Personnel Changes Council Member Stearns moved, Ruddy seconded to adopt **RESOLUTION 2023-169** authorizing personnel changes approved in the Fiscal Year 2023 Budget Amendment and Fiscal Year 2024 Budget. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. FY 2024 Hotel/Motel Tax Distribution Council Member Ruddy moved, Stearns seconded to adopt **RESOLUTION 2023-170** establishing the hotel/motel tax distribution for Fiscal Year 2024. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
7. FY 2024 Fund Transfers Council Member Stearns moved, Ruddy seconded to adopt **RESOLUTION 2023-171** approving Fiscal Year 2024 fund transfers. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
8. \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A Council Member Ruddy moved, Stearns seconded to adopt **RESOLUTION 2023-172** approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$5,783,000 Water Revenue Capital Loan Notes, Series 2023A, of the City of Ankeny, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes; Approval of Tax Exemption Certificate. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:11 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 4/14/23.



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of March 21, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-03-21

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, March 21, 2023

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

CALL TO ORDER

Chair Ted Rapp called the March 21, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the March 21, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the March 7, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. Delaware Landing Plat 1 Final Plat

Motion to recommend City Council approval of the Delaware Landing Plat 1 Final Plat.

Item #3. 5075 SE Delaware Avenue - Copeland Commercial Site Plan

Motion to approve the site plan for 5075 SE Delaware Avenue, subject to recordation of Delaware Landing Plat 1 Final Plat and City Council approval of the associated development agreement.

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

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the March 20, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the April 4, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

April 3, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6.34 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 HRC Approved Minutes 2-23-2023

Meeting Minutes

Human Rights Commission

Thursday, February 23, 2023

5:30 p.m.

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

Aubrey Alvarez
Dustin Graber

Lindsay Norland
Tim Olson
Laura Parkinson

1. CALL TO ORDER

Vice Chair Olson called the meeting to order at 5:35 PM.

2. ROLL CALL

Olson, Norland, Graber, and Alvarez present. Parkinson absent. Johnson and Schrock, staff liaisons present. Matt Hauge, director of communications & community outreach for Polk County Housing Trust was in attendance.

3. WELCOME NEW HUMAN RIGHTS COMMISSIONER – DUSTIN GRABER

Olson introduced Dustin Graber to the Human Rights Commission as it's newest appointed member. Graber provided an introduction of himself to the board.

4. MOTION TO APPROVE THE AGENDA FOR February 23, 2023

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

5. NOMINATE AND APPROVE CHAIR AND VICE CHAIR

Norland motioned to nominate Tim Olson as chair of the Human Rights Commission, Alvarez seconded. Ayes: 4, motion carried.

Norland motioned to nominate Aubrey Alvarez as vice chair of the Human Rights Commission, Graber seconded. Ayes: 4, motion carried.

6. MOTION TO APPROVE THE MINUTES FROM November 17, 2022

Graber motioned to approve the minutes from the November 17, 2022 meeting. Alvarez seconded. Ayes: 4, motion carried.

7. OLD BUSINESS

a. Working subcommittee discussion and reports

No official action taken on this item. Alvarez asked the commission if she could introduce Matt Hauge from the Polk County Housing Trust and for him to give a brief presentation on Fair Housing Month in April. The group agreed and ask Hauge to give a presentation. Hauge spoke about a draft

Fair Housing month proclamation that the Polk County Housing Trust has sent to metro human rights commissions to consider adopting. Hauge talked about the training opportunities that the Polk County Housing Trust conducts such as a fair housing program that is going to be held on April 11, 2023. Norland mentioned that the 2023 MLK Day of Service was well attended. Alvarez mentioned that the Ankeny Chamber is working on potentially setting up a black entrepreneur summit sometime this year.

b. Long term calendar for HRC activities and events

The commission talked about the monthly emphasis list and how a connection can be made between the City and each of those emphases. Alvarez asked that “Fair Housing Month” be added as an April monthly emphasis. Request to work with the Ankeny Chamber of Commerce to incorporate public educational resources that are available regarding fair housing requirements was discussed.

c. Sponsorship of events and policy discussion

No official action taken on this item. Schrock discussed with the group the City Sponsorship Policy that was approved at the November 7, 2022 City Council meeting.

8. NEW BUSINESS

a. Discussion – Website biographies for commissioners

Johnson shared with the commission that the City website has been updated along which included subtitle changes to the HRC webpage. The commission talked about the HRC webpage and will provide updated commissioner biographies to Johnson.

b. Discussion – Preliminary 2023 Work Plan

Johnson and Schrock discussed with the commission a preliminary 2023 work plan that would be discussed more in-depth at the March 23, 2023 HRC meeting.

9. STAFF REPORT

Johnson reviewed the February 2023 staff memo with the HRC. Schrock put forward a suggestion for the commission to discontinue HRC sub-committees as commission business/discussion of ideas should be conducted in a public setting. Graber motioned to discontinue the advocacy, collaboration, and education sub-committees. Norland seconded. Ayes: 4, motion carried.

10. ADJOURN

Meeting adjourned at 6:37 PM.



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of March 13, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Civil Service minutes](#)

Meeting Minutes
Civil Service Commission
Monday, March 13, 2023
12:00 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 02-13-23.

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

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO CIVIL ENGINEER I IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Civil Engineer I in the public works department, subject to passing any further department requirements. Tracy seconded the motion. All voted aye and the motion carried. The following applicants were certified and the list remains active for one year.

RANK	LAST NAME	FIRST NAME
1	Heath	Mark
2	Varner	David

3. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO POLICE OFFICER IN THE POLICE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

RANK	LAST NAME	FIRST NAME
1	Faulkner	Elyse
2	Faulkner	Andrew
3	Twedt	Taylor
4	Sievers	Garry
5	Saari	Zachariah
6	Case	Tyler

4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO UTILITIES OPERATOR IN THE MUNICIPAL UTILITIES DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

RANK	LAST NAME	FIRST NAME
1	Probasco	Daniel
2	Brown	Luke
3	Slauson	Tucker
4	Letourneau	Isaiah
5	Porter	Trey
6	Page	Alex
7	Hernandez	Jonathan
8	Aycock	Michael
8	Farlow	Jacob
10	Bond	Mark
11	Signs	Dawson
12	Patterson	Spencer
13	Raab	Brian

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

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

RANK	LAST NAME	FIRST NAME
1	Schellhase	Dan
2	Vander Leest	Adam
3	Cory	Troy

6. MOTION TO EXHAUST THE LIST FOR GIS SPECIALIST THAT WAS CERTIFIED ON 2/13/23.

Blase moved to exhaust the list for GIS Specialist (certified 02/13/23). Tracy seconded the motion. All voted aye and the motion carried.

7. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:08 p.m.
Next meeting: tentative Monday, April 10, 2023, at 12:00 pm

Respectfully submitted,



Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to approve the issuance of liquor licenses, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses 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, d/b/a Huhot Mongolian Grill, 2310 SE Delaware Ave. - Special Class C Retail Alcohol License (BW) (Renewal) - Effective May 1, 2023.
2. City of Ankeny, d/b/a Otter Creek Golf Course, 4100 NE Otter Creek Dr. - Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective May 1, 2023.

3. Fleet Farm of Green Bay LLC, d/b/a Fleet Farm Fuel, 4275 SE Delaware Ave. - Class B Retail Alcohol License (BB) (Renewal) - Effective May 1, 2023.
4. a.) Casey's Marketing Co., d/b/a Casey's General Store #1941, 1010 SE Oralabor Rd- Class E Retail Alcohol License (LE) (Renewal) - Effective May 1, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
5. Sam's West, Inc., d/b/a Sam's Club #6979, 4625 SE Delaware Ave.- Class E Retail Alcohol License (LE) (Renewal) - Effective May 11, 2023.
6. Talons Hospitality, Inc. d/b/a Talons Golf, 1505 NE 36th St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective June 1, 2023.
7. Your Private Bartender LLC, d/b/a Your Private Bar, 2006 S Ankeny Blvd (DMACC, Bldg. 5) - Class C Retail Alcohol License (LC) (5 Day License) - Effective April 21, 2023.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of liquor licenses, beer / wine permits, and / or Automatic Renewal Program of class "E" retail alcohol licenses.

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 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Finance Report

Monthly Finance Report – March 2023

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 55.55% 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 85.05% 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 82.46% 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 76.95% of the budget. This area is slightly above budget due to rising reinvestment rates earned on the city's investments. The line item for interest was amended by increasing the budget \$2,075,000 to reflect that trend.

Service charge revenues, which start on the bottom of page 1 and finish on the top of page 2, are at 67.05% of the budget. The overall service charge revenues total is below the 75% level but will improve with season pass sales and swimming lesson registrations which are at 21.26% and 7.12%, respectively.

Overall, general fund revenues are at 62.54% of the budget. The actual versus budget percentage is most directly related to the timing of the property tax collections, which represent 63.76% 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 57.64% of the budget, the police and fire retirement fund with actual revenues at 55.88% of the budget, and the debt service fund with actual revenues at 55.45% 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 75.80% of the revised budget. Although revenue estimates were increased from \$8,602,706 to \$8,833,480 as part of the budget amendment, revenues continue to trend slightly ahead of the new projections.

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 64.55% to 78.70% of their budgets. Rate increases have been put in place for water (8% water usage increase; 4% increase in availability) for April 1st. For July 1st, solid waste will have a \$0.22 monthly rate increase.

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 71% 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 74% 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 March 20th the revised FY 2023 budget was approved by City Council and filed with the Polk County Auditor. The revised budget figures are reflected in the March financial reports. 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,

A handwritten signature in black ink, appearing to read "Annette Graeve". The signature is fluid and cursive, with the first name "Annette" written in a larger, more prominent script than the last name "Graeve".

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
March 31, 2023

Cash Basis Fund Balances	<u><u>\$ 149,731,238.96</u></u>
Investments	\$ 146,534,906.44
Checking Account Balance (per bank)	4,011,668.44
Deposits in Transit	81,079.22
Outstanding Checks	(900,115.14)
Cash Drawer/Petty Cash *	<u>3,700.00</u>
Total	<u><u>\$ 149,731,238.96</u></u>

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

City of Ankeny
Cash Balance Summary
March 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance March 31, 2023
General:							
General	100	\$ 31,251,979.48	\$ 27,475,939.24	\$ -	\$ 30,367,091.84	\$ 1,648,703.61	\$ 26,712,123.27
Hotel/Motel Tax	233	385,264.07	2,000.00	1,648,703.61	1,063,571.14	-	972,396.54
Special Revenue:							
Fire Gift	220	26,892.11	5,750.00	-	300.00	-	32,342.11
Hawkeye Park Player Fees	240	47,642.84	2,710.00	-	17,234.00	-	33,118.84
Police Gift	250	10,035.87	3,850.00	-	3,674.43	-	10,211.44
Road Use Tax	260	9,252,239.27	6,695,593.77	-	5,330,398.28	-	10,617,434.76
Police Seizure	270	81,991.30	10,090.12	-	4,700.15	-	87,381.27
Tax Increment Financing	280	2,163,403.63	5,742,618.94	-	114,007.00	-	7,792,015.57
Police and Fire Retirement	290	1,728,233.79	1,423,662.01	-	2,040,532.74	-	1,111,363.06
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	25,746.34	-	38,343.34	-	76,392.47
Park Dedication	440	532,661.61	24,982.48	-	-	-	557,644.09
Sports Complex Foundation	445	113,869.32	8,555.00	-	-	-	122,424.32
Ankeny Garden Club	446	7,974.39	1,400.00	-	-	-	9,374.39
Miracle Park Fund	448	61,799.35	6,613.47	-	320.00	-	68,092.82
Dog Park Trust Fund	449	608.91	741.00	-	-	-	1,349.91
P&R Scholarship Fund	450	-	27,173.90	-	-	-	27,173.90
Civic Trust Fund	484	2,937,833.46	-	-	-	-	2,937,833.46
Debt Service	300	1,835,525.79	8,342,361.99	-	2,443,830.01	-	7,734,057.77
Enterprise:							
Solid Waste	500	151,467.58	1,009,152.26	-	833,080.63	-	327,539.21
Utility Deposits	505	384,519.27	144,810.77	-	125,600.00	-	403,730.04
Water Operations	510	13,689,957.56	15,071,106.91	-	9,701,463.05	1,206,279.79	17,853,321.63
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	1,165,493.79	252,030.03	-	2,310,984.74
Sewer Operations	550	12,719,358.74	13,100,484.68	-	7,162,594.44	-	18,657,248.98
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	2,683,647.20	-	787,332.30	-	3,713,288.02
Golf Course	590	1,276,186.59	1,436,737.75	-	1,352,274.01	-	1,360,650.33
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	877,217.54	215,752.65	9,540,300.02	209,821.65	7,729,301.53
Special Assessments	8**	-	277,157.71	-	-	-	277,157.71
Capital Projects	8** & 9**	46,145,091.04	719,211.09	2,808,376.16	25,078,841.88	2,773,521.16	21,820,315.25
Total Budgeted		<u>\$ 149,746,442.10</u>	<u>\$ 85,119,314.17</u>	<u>\$ 5,838,326.21</u>	<u>\$ 96,257,519.29</u>	<u>\$ 5,838,326.21</u>	<u>\$ 138,608,236.98</u>
Internal Service:							
Revolving	710	562,248.98	1,191,012.53	-	1,137,118.51	-	616,143.00
Risk Management	720	1,188,947.62	1,511,448.62	-	1,475,768.21	-	1,224,628.03
Health Insurance	730	6,489,229.42	4,043,309.41	-	3,856,637.91	-	6,675,900.92
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	3,000.00	-	-	-	267,465.16
Equipment Reserve	790	2,420,889.69	54,770.22	-	165,293.10	-	2,310,366.81
Total Unbudgeted		<u>\$ 10,954,278.93</u>	<u>\$ 6,803,540.78</u>	<u>\$ -</u>	<u>\$ 6,634,817.73</u>	<u>\$ -</u>	<u>\$ 11,123,001.98</u>
Total ⁽¹⁾		<u><u>\$ 160,700,721.03</u></u>	<u><u>\$ 91,922,854.95</u></u>	<u><u>\$ 5,838,326.21</u></u>	<u><u>\$ 102,892,337.02</u></u>	<u><u>\$ 5,838,326.21</u></u>	<u><u>\$ 149,731,238.96</u></u>

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
March 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance March 31, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 359,465.73	\$ -	\$ 1,029,757.79
Northwest Water Tower	611	-	-	5,931.00	420,420.00	-	(414,489.00)
Centennial Estates Wtr Main Cost Share	613	145,000.00	-	-	152,130.94	-	(7,130.94)
North Ankeny Blvd Water Main	614	152,520.25	-	-	129,771.46	-	22,748.79
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(113,840.36)	108,190.36	-	9,227.41	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	462,164.32	-	(583,274.11)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	4,320,991.85	-	1,207,995.41
S Ankeny Blvd Transmission Main	633	-	192,630.80	-	206,739.36	-	(14,108.56)
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	118,243.54	-	22,084.91
Sanitary Sewer Replacement	650	2,296,332.22	-	-	872,480.03	-	1,423,852.19
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	140,156.87	-	-	4,700.00	-	135,456.87
Canyon Landing Sanitary Sewer Cost Share	654	493,351.00	-	-	537,599.55	-	(44,248.55)
NE Crestmoor San Sewer Replacement	656	38,200.00	-	-	36,349.99	-	1,850.01
Otter Creek Trunk Sewer Extension	657	452,902.45	-	-	33,841.77	-	419,060.68
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	1,004,503.46	-	-	465,864.01	-	538,639.45
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	148,274.08	-	-	93,121.17	-	55,152.91
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	344,439.68	-	411,774.24
Tradition Detention Basin	682	144,821.65	-	-	-	144,821.65	-
High Trestle Trail Channel Stab. - Phase 2	684	65,000.00	-	-	-	65,000.00	-
Westwinds Storm Sewer Extension	685	204,722.09	-	-	2,009.52	-	202,712.57
Sawgrass Park Dam Improvement	686	(45.00)	-	45.00	-	-	-
Tradition Park Basin Flood Repair	687	(269,929.85)	-	134,556.54	(135,373.31)	-	-
High Trestle Trail Channel Stab. - Phase 1	688	309,010.23	-	65,000.00	394,346.13	-	(20,335.90)
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	18,222.62	-	-	30,991.89	-	(12,769.27)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	533,109.42	-	887,218.49
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	147,665.56	-	(105,941.87)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 877,217.54</u>	<u>\$ 215,752.65</u>	<u>\$ 9,540,300.02</u>	<u>\$ 209,821.65</u>	<u>\$ 7,729,301.53</u>

City of Ankeny
Capital Projects Cash Balance Summary
March 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance March 31, 2023
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ 4,841,990.15	\$ -	\$ -	\$ 4,435,252.83	\$ -	406,737.32
Des Moines Street Parks Development	897	466,610.90	-	-	350,405.94	-	116,204.96
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	50,000.00	-	60,000.00
BAN/Bond Activity	900	2,244,865.44	261,754.76	-	78,080.77	5,931.00	2,422,608.43
Fire Station No. 4	901	150,000.00	-	-	243,169.20	-	(93,169.20)
Lakeside Center Repurposing	903	50,000.00	-	-	-	-	50,000.00
Signature Park	904	1,843,000.00	-	-	-	-	1,843,000.00
Senior Center	905	366,942.53	105,300.00	-	46,267.59	-	425,974.94
Public Works Winter Ops Satellite Facility	907	40,000.00	-	-	-	-	40,000.00
SE Hulsizer Road Realignment	908	20,401.96	-	-	480.00	-	19,921.96
NW 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	-
N Ankeny Blvd & 18th St Int Improvements	913	(16,276.89)	-	-	37,717.76	-	(53,994.65)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	45,857.05	-	9,902.00
Pavement Preservation Program	915	378,502.36	-	-	369,418.21	-	9,084.15
Annual Street Replacement Program	916	1,714,065.54	-	-	1,302,481.43	-	411,584.11
Elementary Schools Walkability Imprvmnts	917	111,886.00	-	-	147,388.00	-	(35,502.00)
Prairie Ridge Sports Complex	920	67,569.02	-	-	-	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	(14,079.00)	14,079.00	-	-	-	-
Community Entrance Signage	927	48,241.59	-	-	-	-	48,241.59
Library	928	2,782,652.78	-	-	-	2,682,652.78	100,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	75,000.00	66,547.81	-	139,095.63	-	2,452.18
Cherry Glen Ballfield	933	484,861.21	-	-	38,424.61	-	446,436.60
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	755,536.10	-	(57,563.82)
Annual Sidewalks/Trails	936	457,147.32	-	-	434,636.05	-	22,511.27
Older Parks Renovation	937	186,980.19	-	-	-	-	186,980.19
High Trestle Trail Extension	938	(787,555.44)	131,338.25	-	965,775.42	-	(1,621,992.61)
NE 18th St Asphalt-Meadow View to Cty 38th	941	7,378.80	-	-	-	-	7,378.80
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(290,521.05)	-	-	-	-	(290,521.05)
N Ankyr Blvd Imprvmnts - 1st St to 11th St	949	-	-	-	-	-	-
Asphalt Street Resurfacing	950	566,076.28	-	-	329,850.16	-	236,226.12
E 1st/I-35 Interchange Improvements	951	2,685,118.87	-	-	1,211,954.01	-	1,473,164.86
NW 18th Recon-NW Ash to N Anky Blvd	953	121,167.45	-	-	382,314.08	-	(261,146.63)
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	374,484.84	-	194,727.93
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	147,495.17	-	32,504.83
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	1,850.00	1,200,463.36	-	955,599.08
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	8,974.29	-	1,206,598.27	-	277,979.41
Traffic Signalization	965	1,660,935.53	-	-	1,018,602.44	-	642,333.09
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	75,000.00	-	-	104,823.82	-	(29,823.82)
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	2,041,589.73	-	-	2,461,564.85	-	(419,975.12)
Park Development	973	462,806.61	5,100.00	-	397,831.83	-	70,074.78
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	33,410.00	-	146,590.00
Prairie Trail Public Improvements	977	8,409,569.13	-	-	13,384.80	-	8,396,184.33
NE Delaware Reconstruction 5th-18th	979	568,912.47	-	-	594,645.29	-	(25,732.82)
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	28,430.01	-	(102,626.67)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,826,507.37	-	(2,381,039.96)
Ankeny Library Playground	984	10,076.51	-	-	-	-	10,076.51
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	103,205.62	-	-	137,536.88	-	(34,331.26)
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	258.49	-	82,563.79
High Trestle Trail Experience Park	990	400,000.00	-	-	31,255.00	-	368,745.00
City Hall Council Chamber Renovation	991	(86,414.64)	-	86,414.64	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	4,102,691.49	-	40,786.00	2,895,419.14	-	1,248,058.35
SE Delaware Widening	993	982,548.91	-	-	878,004.18	-	104,544.73
Delaware & Corporate Woods Intersection	994	(7,115.13)	-	-	-	-	(7,115.13)
Street/Sidewalk Oversizing	995	76,059.40	-	-	92,661.68	-	(16,602.28)
HVAC Replacement - City Hall	996	118,093.96	-	-	35,006.58	83,087.38	-
Capital Projects Reserve	997	3,472,855.48	-	2,376,847.91	-	-	5,849,703.39
SW Oralabor & State Safety Improvements	998	276,794.13	-	-	236,353.04	-	40,441.09
Total Non Utility Fund Capital Projects		<u>\$ 46,145,091.04</u>	<u>\$ 719,211.09</u>	<u>\$ 2,808,376.16</u>	<u>\$ 25,078,841.88</u>	<u>\$ 2,773,521.16</u>	<u>\$ 21,820,315.25</u>

City of Ankeny
Revenue Summary by Fund
March 31, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of March 31, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 43,932,695.00	\$ 27,475,939.24	\$ (16,456,755.76)	62.54%
Hotel/Motel Tax	233	29,539.15	2,664.51	8,000.00	2,000.00	(6,000.00)	25.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	5,300.00	5,750.00	450.00	108.49%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	8,400.00	2,710.00	(5,690.00)	32.26%
Police Gift	250	2,961.83	4,209.82	4,100.00	3,850.00	(250.00)	93.90%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,833,480.00	6,695,593.77	(2,137,886.23)	75.80%
Police Seizure	270	2,328.21	12,434.91	11,800.00	10,090.12	(1,709.88)	85.51%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	9,963,142.00	5,742,618.94	(4,220,523.06)	57.64%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,547,704.00	1,423,662.01	(1,124,041.99)	55.88%
Landfill Post-Closure	295	377.33	124.62	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	35,700.00	25,746.34	(9,953.66)	72.12%
Park Dedication	440	55,953.65	30,723.29	30,000.00	24,982.48	(5,017.52)	83.27%
Sports Complex Foundation	445	16,356.91	15,875.92	14,000.00	8,555.00	(5,445.00)	61.11%
Ankeny Garden Club	446	1,453.29	1,449.54	1,420.00	1,400.00	(20.00)	98.59%
Miracle Park Fund	448	3,891.76	10,853.15	7,600.00	6,613.47	(986.53)	87.02%
Dog Park Trust Fund	449	14.18	333.93	741.00	741.00	-	100.00%
P&R Scholarship Fund	450	-	-	27,174.00	27,173.90	(0.10)	100.00%
Civic Trust Fund	484	3,959,313.31	186,464.14	17,268.00	-	(17,268.00)	0.00%
Debt Service	300	30,929,861.99	29,364,984.36	15,045,403.00	8,342,361.99	(6,703,041.01)	55.45%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,563,320.00	1,009,152.26	(554,167.74)	64.55%
Utility Deposits	505	190,560.45	201,802.31	217,000.00	144,810.77	(72,189.23)	66.73%
Water Operations	510	17,689,723.18	18,128,905.67	19,981,968.00	15,071,106.91	(4,910,861.09)	75.42%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	18,881,394.17	17,758,873.85	16,645,236.00	13,100,484.68	(3,544,751.32)	78.70%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,225,761.70	3,413,386.00	3,603,561.00	2,683,647.20	(919,913.80)	74.47%
Golf Course	590	1,808,498.72	2,224,378.94	2,213,000.00	1,436,737.75	(776,262.25)	64.92%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	21,202,587.00	877,217.54	(20,325,369.46)	4.14%
Special Assessments	8**	30,128.00	-	277,158.00	277,157.71	(0.29)	100.00%
Capital Projects	9**	18,139,504.75	25,146,661.48	20,037,705.00	719,211.09	(19,318,493.91)	3.59%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 166,236,262.00	\$ 85,119,314.17	\$ (81,116,947.83)	51.20%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,624,378.00	\$ 1,191,012.53	\$ (433,365.47)	73.32%
Risk Management	720	1,850,530.80	1,280,848.03	2,477,161.00	1,511,448.62	(965,712.38)	61.02%
Health Insurance	730	4,695,875.26	4,805,782.88	5,291,659.00	4,043,309.41	(1,248,349.59)	76.41%
Sustainability Revolving Loan	770	2,199.67	1,370.00	819.00	-	(819.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,000.00	3,000.00	(2,000.00)	60.00%
Equipment Reserve	790	159,888.30	135,059.94	134,978.00	54,770.22	(80,207.78)	40.58%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 9,533,995.00	\$ 6,803,540.78	\$ (2,730,454.22)	71.36%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 175,770,257.00	\$ 91,922,854.95	\$ (83,847,402.05)	52.30%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ March is 75% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
March 31, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of March 31, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 43,451,658.00	\$ 30,367,091.84	\$ (13,084,566.16)	69.89%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	1,274,134.00	1,063,571.14	(210,562.86)	83.47%
Special Revenue:							
Fire Gift	220	-	280	5,000.00	300.00	(4,700.00)	6.00%
Hawkeye Park Player Fees	240	-	-	31,800.00	17,234.00	(14,566.00)	54.19%
Police Gift	250	4,548.95	-	4,000.00	3,674.43	(325.57)	91.86%
Road Use Tax	260	6,185,703.15	6,309,244.00	8,205,480.00	5,330,398.28	(2,875,081.72)	64.96%
Police Seizure	270	423.75	9,710.60	7,700.00	4,700.15	(2,999.85)	61.04%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,565,008.00	114,007.00	(2,451,001.00)	4.44%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,749,977.00	2,040,532.74	(709,444.26)	74.20%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	57,000.00	38,343.34	(18,656.66)	67.27%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	53.30	3,640.00	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	-	10,000.00	320.00	(9,680.00)	3.20%
Dog Park Trust Fund	449	5,432.44	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	-	(5,000.00)	0.00%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,205,486.00	2,443,830.01	(21,761,655.99)	10.10%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,342,267.00	833,080.63	(509,186.37)	62.07%
Utility Deposits	505	171,585.00	155,535.00	183,000.00	125,600.00	(57,400.00)	68.63%
Water Operations	510	10,867,811.78	13,866,790.86	13,740,236.00	9,701,463.05	(4,038,772.95)	70.61%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,595,707.00	252,030.03	(1,343,676.97)	15.79%
Sewer Operations	550	15,682,283.02	9,250,821.92	14,184,223.00	7,162,594.44	(7,021,628.56)	50.50%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,224,231.00	787,332.30	(436,898.70)	64.31%
Golf Course	590	1,491,559.00	1,755,171.77	2,172,121.00	1,352,274.01	(819,846.99)	62.26%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	26,267,064.00	9,540,300.02	(16,726,763.98)	36.32%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	45,745,401.00	25,078,841.88	(20,666,559.12)	54.82%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 189,027,493.00	\$ 96,257,519.29	\$ (92,769,973.71)	50.92%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,624,378.00	\$ 1,137,118.51	\$ (487,259.49)	70.00%
Risk Management	720	1,754,405.96	1,250,301.56	2,579,161.00	1,475,768.21	(1,103,392.79)	57.22%
Health Insurance	730	3,879,564.17	4,771,845.17	5,277,000.00	3,856,637.91	(1,420,362.09)	73.08%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	479,067.00	165,293.10	(313,773.90)	34.50%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,959,606.00	\$ 6,634,817.73	\$ (3,324,788.27)	66.62%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 198,987,099.00	\$ 102,892,337.02	\$ (96,094,761.98)	51.71%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ March is 75% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
March 31, 2023

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of March 31, 2023	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 15,187,680	\$ (12,157,416)	55.54%
Ag Land Tax	13,090	12,960	13,000	9,236	(3,764)	71.05%
Airport Authority Levy	580,365	621,186	651,931	362,120	(289,811)	55.55%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 15,559,037	\$ (12,450,990)	55.55%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,924,000	\$ 1,648,704	\$ (275,296)	85.69%
Mobile Home Tax	15,970	16,026	15,300	12,281	(3,019)	80.27%
Utility Replacement Tax	162,311	188,001	204,479	100,150	(104,329)	48.98%
Utility Franchise Tax	1,359,440	1,600,494	1,411,000	1,283,626	(127,374)	90.97%
Cable TV Franchise Tax	256,414	250,135	224,000	169,005	(54,995)	75.45%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,778,779	\$ 3,213,766	\$ (565,013)	85.05%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 65,000	\$ 53,628	\$ (11,372)	82.50%
Cigarette Permits	4,500	6,050	5,000	1,675	(3,325)	33.50%
Solicitor Licenses	7,345	8,870	7,000	5,230	(1,770)	74.71%
Miscellaneous Business Licenses	9,795	9,050	7,000	2,945	(4,055)	42.07%
Garbage Licenses	1,200	1,400	1,400	1,400	-	100.00%
Pet Licenses	44,039	41,450	35,000	31,020	(3,980)	88.63%
Fire Permits	8,885	5,113	3,000	3,980	980	132.67%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	10,570	(3,430)	75.50%
Building Permits	2,333,174	2,069,033	1,577,000	1,301,686	(275,314)	82.54%
Electrical Permits	192,981	173,295	147,000	121,898	(25,102)	82.92%
Heating Permits	128,679	122,470	95,000	86,457	(8,543)	91.01%
Plumbing Permits	149,211	128,084	131,000	104,169	(26,831)	79.52%
Driveway Permits	22,985	16,680	9,000	8,065	(935)	89.61%
Sidewalk Permits	23,685	16,005	9,000	8,015	(985)	89.06%
Moving/Demolition Permits	450	325	100	75	(25)	75.00%
Fence & Oversize Permits	115,325	87,087	78,000	59,750	(18,250)	76.60%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,183,500	\$ 1,800,563	\$ (382,937)	82.46%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 2,200,000	\$ 1,663,760	\$ (536,240)	75.63%
Commissions	414	19,015	7,600	357	(7,243)	4.69%
Advertising	1,550	-	-	-	-	-
Leases	46,525	43,632	44,879	39,426	(5,453)	87.85%
Community Centers Rental	39,777	81,268	77,000	61,236	(15,765)	79.53%
Park Shelter Rentals	18,985	24,861	18,000	15,013	(2,988)	83.40%
Sports Complex Rentals	96,612	123,567	88,000	67,675	(20,326)	76.90%
Aquatic Center Rentals	28,136	34,357	30,000	25,844	(4,156)	86.15%
Miscellaneous Rentals	3,628	27,584	50,000	62,448	12,448	124.90%
Subtotal	\$ 602,810	\$ 568,595	\$ 2,515,479	\$ 1,935,758	\$ (579,721)	76.95%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 418,000	\$ 210,058	\$ (207,942)	50.25%
School/Police Agreements	195,678	145,066	138,540	156,204	17,664	112.75%
County Library Contribution	135,316	150,776	185,284	138,963	(46,321)	75.00%
Other Local Contributions	31,958	42,900	77,095	54,040	(23,055)	70.09%
State:						
Commercial & Industrial Replacement	640,447	664,092	530,674	265,337	(265,337)	50.00%
Library Contribution	23,723	31,060	28,987	28,987	-	100.00%
Miscellaneous Grants	-	18,208	-	-	-	-
Federal:						
Public Safety Grants	1,807,313	174,663	45,000	64,411	19,411	143.13%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,423,580	\$ 917,999	\$ (505,581)	64.49%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 6,655	\$ (2,345)	73.94%
Fire/Ambulance Reports	205	140	200	120	(80)	60.00%
False Alarm Fees	4,455	1,975	4,000	1,825	(2,175)	45.63%
Ambulance Charges	2,331,846	2,750,308	2,782,937	1,906,194	(876,743)	68.50%
Fingerprinting	5,013	14,175	15,000	9,302	(5,698)	62.02%
Towing Surcharge	2,290	1,920	2,000	1,680	(320)	84.00%
Plan Review Fees	17,075	40,435	20,000	21,150	1,150	105.75%
Parks and Recreation:						
Admissions	248,738	590,141	491,000	355,239	(135,761)	72.35%
Season Passes	383,366	476,049	458,000	97,374	(360,627)	21.26%
Special Population	3,867	1,851	-	-	-	-
Special Programs	62,776	154,535	128,000	113,865	(14,135)	88.96%
Rec Programs - Tax Exempt	298,889	515,901	448,000	424,888	(23,112)	94.84%
Swimming Lessons	98,960	125,497	112,000	7,978	(104,022)	7.12%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of March 31, 2023	Over (under) Budget	Percent ⁽¹⁾
Dog Park Passes	39,026	33,604	37,000	19,903	(17,097)	53.79%
Housing and Subdivision:						
Housing Code	54,505	101,200	92,000	78,094	(13,906)	84.89%
Plan Review Fees	396,464	508,062	356,000	274,090	(81,910)	76.99%
Site Plan Review	12,030	18,300	11,000	10,620	(380)	96.55%
Zoning	7,990	6,380	6,000	4,685	(1,315)	78.08%
Subdivision Filing Fees	14,220	14,640	5,000	5,340	340	106.80%
Board of Adjustment Fees	4,920	3,120	3,000	2,940	(60)	98.00%
Architect Review Board Fees	4,910	6,305	4,000	3,195	(805)	79.88%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	367,181	242,926	(124,255)	66.16%
Animal Impound Fees	752	3,680	7,000	1,810	(5,190)	25.86%
Copy Charges	4,712	8,890	8,000	8,127	127	101.59%
Miscellaneous Service Charges	13,645	11,700	10,345	7,295	(3,050)	70.52%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,376,663	\$ 3,605,296	\$ (1,771,367)	67.05%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 25	\$ 25	
Sales/Salvages	6,470	1,897	6,271	6,331	60	100.95%
Concessions	140,472	288,637	234,000	151,466	(82,534)	64.73%
Contributions-Private Sources	-	-	6,000	6,200	200	103.33%
Program Sponsorships	13,750	25,172	18,000	22,863	4,863	127.02%
Refunds/Rebates	3,851	14,592	-	1,796	1,796	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	115,796	(137,390)	45.74%
Roadway Signage Reimb	797	6,625	-	16,385	16,385	
Police OT Reimb	3,361	18,229	12,000	11,516	(484)	95.97%
Court Fines	56,131	49,968	72,000	70,046	(1,954)	97.29%
Library Fines	19,374	20,924	20,000	14,149	(5,851)	70.74%
Miscellaneous Library Revenues	7,808	7,846	6,000	4,505	(1,495)	75.08%
Miscellaneous Revenues	110,363	20,529	17,210	21,898	4,688	127.24%
Overages/Shortages	971	2,045	-	544	544	
Subtotal	\$ 574,481	\$ 697,625	\$ 644,667	\$ 443,519	\$ (201,148)	68.80%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 43,932,695	\$ 27,475,939	\$ (16,456,756)	62.54%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 6,000	\$ -	\$ (6,000)	0.00%
Refunds/Reimbursements	27,718	2,000	2,000	2,000	-	100.00%
Fund Total	\$ 29,539	\$ 2,665	\$ 8,000	\$ 2,000	\$ (6,000)	25.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,723,480	\$ 6,691,132	\$ (2,032,348)	76.70%
Interest	34,286	12,651	105,000	-	(105,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	1,079	1,079	
Refunds	-	600	5,000	3,383	(1,618)	67.65%
Signage Reimbursement	-	-	-	-	-	
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,833,480	\$ 6,695,594	\$ (2,137,886)	75.80%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,417,017	\$ 5,231,036	\$ (4,185,981)	55.55%
TIF District Urban Renewal II	259,026	364,061	485,125	299,399	(185,726)	61.72%
TIF District Urban Renewal III	376,097	389,846	-	212,183	212,183	
Use of Money and Property:						
Interest	18,857	8,043	61,000	-	(61,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 9,963,142	\$ 5,742,619	\$ (4,220,523)	57.64%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 1,357,572	\$ (1,086,613)	55.54%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	1,073	73	107.25%
Utility Replacement Tax	14,399	16,678	17,851	8,743	(9,108)	48.98%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,307	23,154	(23,153)	50.00%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	26,824	760	102.92%
Use of Money and Property:						
Interest	3,755	950	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	-	6,297	6,297	-	100.00%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,547,704	\$ 1,423,662	\$ (1,124,042)	55.88%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 8,149,450	\$ (6,476,013)	55.72%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	5,953	(2,047)	74.42%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of March 31, 2023	Over (under) Budget	Percent ⁽¹⁾
Utility Replacement Tax	85,082	97,033	98,994	48,486	(50,508)	48.98%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	276,946	138,473	(138,473)	50.00%
Use of Money and Property:						
Interest	13,654	3,241	36,000	-	(36,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,045,403	\$ 8,342,362	\$ (6,703,041)	55.45%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,333,000	993,884	(339,116)	74.56%
Service Charges	18,479	19,030	19,000	15,269	(3,731)	80.36%
Interest	835	168	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,563,320	\$ 1,009,152	\$ (554,168)	64.55%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	8,605	\$ (2,395)	78.22%
Sales Tax	501	(151)	-	22	22	
Excise Tax	854,186	904,784	1,077,000	766,960	(310,040)	71.21%
Cell Tower Lease	104,105	83,008	84,551	67,785	(16,766)	80.17%
Outside Billing	25,040	20,263	20,000	11,825	(8,175)	59.13%
Water Sales	12,019,100	12,712,319	14,389,155	10,933,706	(3,455,449)	75.99%
Hook Up Fees	708,238	329,793	200,000	139,788	(60,212)	69.89%
Meter Sales	568,996	477,374	500,000	296,152	(203,848)	59.23%
Temporary Water Sales	118,620	85,620	80,000	54,760	(25,240)	68.45%
Water Availability	3,131,602	3,344,757	3,479,262	2,659,288	(819,974)	76.43%
Service Charges	118,893	136,937	117,000	104,981	(12,019)	89.73%
Unapplied Credits	9,362	14,782	-	21,725	21,725	
Deposits	190,560	201,802	217,000	144,811	(72,189)	66.73%
Interest	11,503	4,750	24,000	-	(24,000)	0.00%
Miscellaneous	12,125	2,879	-	5,510	5,510	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 20,198,968	\$ 15,215,918	\$ (4,983,050)	75.33%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 276,000	\$ 201,973	\$ (74,027)	73.18%
Refunds	1,704	-	-	53	53	
Miscellaneous	-	-	-	2,780	2,780	
Miscellaneous Service Charge	71,340	63,344	67,000	46,532	(20,468)	69.45%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Usage	10,842,210	9,943,470	9,733,181	7,799,366	(1,933,815)	80.13%
Hook Up Fees	1,163,433	1,110,017	300,000	248,799	(51,201)	82.93%
Sewer Availability	6,527,031	6,385,182	6,255,055	4,798,981	(1,456,074)	76.72%
Interest	7,008	13,006	14,000	2,000	(12,000)	14.29%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,645,236	\$ 13,100,485	\$ (3,544,751)	78.70%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 75,000	\$ 64,670	\$ (10,330)	86.23%
Interest	7,493	3,373	29,000	-	(29,000)	0.00%
Sales Tax	56,134	61,672	73,000	49,442	(23,558)	67.73%
Service Charges	3,031,004	3,245,895	3,400,521	2,556,753	(843,768)	75.19%
Miscellaneous	-	826	26,040	12,782	(13,259)	49.08%
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,603,561	\$ 2,683,647	\$ (919,914)	74.47%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ 1,172	\$ 172	117.23%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	116	(885)	11.55%
Miscellaneous Service Charges	9,419	21,486	23,000	20,235	(2,765)	87.98%
Gift Certificates	5,161	9,425	-	41	41	
Driving Range	198,423	183,347	183,000	106,729	(76,271)	58.32%
Rec Program Fees	22,296	25,074	22,000	20,685	(1,315)	94.02%
Overages (Shortages)	(394)	(37)	-	(627)	(627)	
Food and Beverage Sales	134,467	242,698	242,000	182,906	(59,094)	75.58%
Clubhouse and Banquet Rental	25,162	30,610	30,000	22,424	(7,576)	74.75%
Alcoholic Beverage Sales	204,177	286,436	286,000	195,008	(90,992)	68.18%
Season Passes	97,094	114,336	97,000	32,549	(64,451)	33.56%
Greens Fees	567,382	662,097	662,000	428,244	(233,756)	64.69%
Merchandise Sales	103,715	115,259	115,000	81,577	(33,423)	70.94%
Cart Rental	341,504	398,453	398,000	260,666	(137,334)	65.49%
Equipment Rental	1,258	2,877	3,000	2,034	(967)	67.78%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	40,000	24,238	(15,762)	60.60%
Miscellaneous Revenue	58,305	84,767	95,000	58,741	(36,259)	61.83%
Interest	2,245	1,366	15,000	-	(15,000)	0.00%
Other Reimbursement	-	-	-	-	-	
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 2,213,000	\$ 1,436,738	\$ (776,262)	64.92%
Total - Major Operating Funds	\$ 131,367,670	\$ 133,572,517	\$ 124,554,509	\$ 83,128,116	\$ (41,426,393)	66.74%

⁽¹⁾ March is 75% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
March 31, 2023

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 17,745	\$ 17,996	\$ 251	101%	\$ 1,929,753	\$ 1,406,739	\$ (523,014)	73%
Police Operations	1112	271,282	307,576	36,294	113%	7,589,888	5,331,930	(2,257,958)	70%
Police Support Services	1114	45,949	31,301	(14,648)	68%	2,704,305	2,053,453	(650,852)	76%
Crossing Guards	1119	-	-	-	N/A	112,504	71,678	(40,826)	64%
Emergency Preparedness	1140	-	-	-	N/A	60,944	55,668	(5,276)	91%
Fire Support	1141	445,599	239,857	(205,742)	54%	1,381,955	962,206	(419,749)	70%
Fire Suppression	1142	4,143	3,677	(466)	89%	3,441,236	2,573,782	(867,454)	75%
Emergency Medical Services	1144	2,783,937	1,906,194	(877,743)	68%	6,303,138	4,254,947	(2,048,191)	68%
Code Enforcement	1460	2,427,100	1,991,978	(435,122)	82%	2,124,965	1,578,512	(546,453)	74%
Animal Control	2224	7,000	1,810	(5,190)	26%	31,000	22,020	(8,980)	71%
Subtotal		\$ 6,002,755	\$ 4,500,389	\$ (1,502,366)	75%	\$ 25,679,688	\$ 18,310,934	\$ (7,368,754)	71%
Culture & Recreation:									
Library	2331	\$ 298,971	\$ 256,386	\$ (42,585)	86%	\$ 2,617,123	\$ 1,946,848	\$ (670,275)	74%
Park Administration	2440	60,000	34,968	(25,032)	58%	358,198	264,904	(93,294)	74%
Park Maintenance	2441	-	162	162	N/A	2,107,423	1,273,181	(834,242)	60%
Recreation Programs	2442	520,000	494,930	(25,070)	95%	901,025	698,847	(202,178)	78%
Community Centers	2443	179,000	179,525	525	100%	561,885	378,363	(183,522)	67%
Aquatic Centers	2444	1,258,500	570,481	(688,020)	45%	1,706,651	996,881	(709,770)	58%
Prairie Ridge Sports Complex	2445	367,932	211,815	(156,117)	58%	1,153,114	721,411	(431,703)	63%
Hawkeye Concessions	2446	58,300	35,123	(23,178)	60%	77,149	40,616	(36,533)	53%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,742,703	\$ 1,783,387	\$ (959,316)	65%	\$ 9,483,168	\$ 6,321,051	\$ (3,162,117)	67%
Public Works:									
Airport Authority	3548	\$ 669,343	\$ 370,914	\$ (298,429)	55%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Subtotal		\$ 669,343	\$ 370,914	\$ (298,429)	55%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Community & Economic Development:									
Development Engineering	3545	\$ 68,000	\$ 68,560	\$ 560	101%	\$ 1,023,021	\$ 779,560	\$ (243,461)	76%
Housing Authority	3648	-	-	-	N/A	33,454	28,454	(5,000)	85%
Economic Development	4886	-	-	-	N/A	460,621	268,259	(192,362)	58%
Community Development	4887	30,000	28,297	(1,703)	94%	1,186,089	870,127	(315,962)	73%
Subtotal		\$ 98,000	\$ 96,857	\$ (1,143)	99%	\$ 2,703,185	\$ 1,946,400	\$ (756,785)	72%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 457,640	\$ 328,517	\$ (129,123)	72%
Mayor and City Council	4881	-	-	-	N/A	220,926	182,398	(38,528)	83%
Human Resources	4882	-	-	-	N/A	517,409	373,879	(143,530)	72%
City Manager	4883	-	315	315	N/A	1,128,041	774,037	(354,004)	69%
City Clerk	4884	120,400	96,050	(24,350)	80%	473,986	344,402	(129,584)	73%
Finance	4885	33,924,442	20,377,231	(13,547,211)	60%	559,531	426,214	(133,317)	76%
Information Technology	4889	375,052	250,797	(124,255)	67%	1,468,715	971,705	(497,010)	66%
City Hall Building	4891	-	-	-	N/A	89,914	52,827	(37,087)	59%
Subtotal		\$ 34,419,894	\$ 20,724,392	\$ (13,695,502)	60%	\$ 4,916,162	\$ 3,453,979	\$ (1,462,183)	70%
Total General Fund		\$ 43,932,695	\$ 27,475,939	\$ (16,456,756)	63%	\$ 43,451,658	\$ 30,367,092	\$ (13,084,566)	70%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 8,000	\$ 2,000	\$ (6,000)	25%	\$ 1,274,134	\$ 1,063,571	\$ (210,563)	83%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 702,000	\$ 494,892	\$ (207,108)	70%
Roadway Administration	3261	8,833,480	6,695,594	(2,137,886)	76%	1,925,669	1,379,870	(545,799)	72%
Roadway Maintenance	3262	-	-	-	N/A	2,845,426	1,987,712	(857,714)	70%
Snow and Ice Control	3263	-	-	-	N/A	1,204,872	547,316	(657,556)	45%
Traffic Safety	3265	-	-	-	N/A	1,527,513	920,609	(606,904)	60%
Total Road Use Tax Fund		\$ 8,833,480	\$ 6,695,594	\$ (2,137,886)	76%	\$ 8,205,480	\$ 5,330,398	\$ (2,875,082)	65%

Revenue						Expenditures					
		Budget	Actual	Variance	%		Budget	Actual	Variance	%	
Tax Increment Financing											
Community and Economic Development	4280	\$ 9,963,142	\$ 5,742,619	\$ (4,220,523)	58%	\$ 2,565,008	\$ 114,007	\$ (2,451,001)	4%		
Police and Fire Retirement											
Public Safety:	4290	\$ 2,547,704	\$ 1,423,662	\$ (1,124,042)	56%	\$ 2,749,977	\$ 2,040,533	\$ (709,444)	74%		
Debt Service											
Debt Service:	4300	\$ 15,045,403	\$ 8,342,362	\$ (6,703,041)	55%	\$ 24,205,486	\$ 2,443,830	\$ (21,761,656)	10%		
Solid Waste											
Enterprise:	3500	\$ 1,563,320	\$ 1,009,152	\$ (554,168)	65%	\$ 1,342,267	\$ 833,081	\$ (509,186)	62%		
Water											
Enterprise:											
Utility Deposits	3505	\$ 217,000	\$ 144,811	\$ (72,189)	67%	\$ 183,000	\$ 125,600	\$ (57,400)	69%		
Water Administration	3510	19,981,968	15,071,107	(4,910,861)	75%	11,251,302	7,885,893	(3,365,409)	70%		
Water Maintenance	3512	-	-	-	N/A	2,488,934	1,815,570	(673,364)	73%		
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A		
Water Sinking	3530	-	-	-	N/A	1,595,707	252,030	(1,343,677)	16%		
Total Water Fund		\$ 20,198,968	\$ 15,215,918	\$ (4,983,050)	75%	\$ 15,518,943	\$ 10,079,093	\$ (5,439,850)	65%		
Sewer											
Enterprise:											
Wastewater Administration	3550	\$ 16,645,236	\$ 13,100,485	\$ (3,544,751)	79%	\$ 12,788,134	\$ 6,236,752	\$ (6,551,382)	49%		
Wastewater Operations	3552	-	-	-	N/A	1,396,089	925,842	(470,247)	66%		
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A		
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A		
Total Sewer Fund		\$ 16,645,236	\$ 13,100,485	\$ (3,544,751)	79%	\$ 14,184,223	\$ 7,162,594	\$ (7,021,629)	50%		
Storm Water											
Enterprise:											
Storm Water Administration	3580	\$ 3,603,561	\$ 2,683,647	\$ (919,914)	74%	\$ 1,003,159	\$ 666,588	\$ (336,571)	66%		
Street Cleaning	3584	-	-	-	N/A	221,072	120,744	(100,328)	55%		
Total Storm Water Fund		\$ 3,603,561	\$ 2,683,647	\$ (919,914)	74%	\$ 1,224,231	\$ 787,332	\$ (436,899)	64%		
Golf Course											
Enterprise:											
Golf Course Maintenance	2591	\$ 1,000	\$ 1,172	\$ 172	117%	\$ 759,327	\$ 453,351	\$ (305,976)	60%		
Golf Course Pro Shop	2592	1,539,000	959,329	(579,671)	62%	677,681	435,724	(241,957)	64%		
Golf Course Banquet Services	2595	673,000	476,237	(196,763)	71%	735,113	463,200	(271,913)	63%		
Total Golf Course Fund		\$ 2,213,000	\$ 1,436,738	\$ (776,262)	65%	\$ 2,172,121	\$ 1,352,274	\$ (819,847)	62%		
Total		\$ 124,554,509	\$ 83,128,116	\$ (41,426,393)	67%	\$ 116,893,528	\$ 61,573,805	\$ (55,319,723)	53%		

**City of Ankeny
Investment Schedule
March 2023**

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, 2023
Capital Projects													
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	\$ 4,000,000.00	\$ -	\$ -	\$ 8,000.00	\$ 4,000,000.00	\$ -
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	7,138.09	2,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	1.574%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	98,434.55	10,034,231.20	-
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	9,000.00	3,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	2.844%	8/17/2022	2/28/2023	195	5,000,000.00	2,887.23	(71,537.36)	74,900.13	4,928,462.64	-
313-91634	RBC Wealth Managem	T-Bill	T-Bill	4.024%	11/14/2022	4/6/2023	143	2,000,000.00	-	(31,042.26)	-	-	1,968,957.74
	Robert W. Baird & Co.	T-Bill	T-Bill	4.684%	1/4/2023	6/29/2023	176	5,000,000.00	-	(110,436.09)	-	-	4,889,563.91
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	23,929.56	(105,079.71)	-	-	4,918,849.85
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	20,013.81	(101,231.25)	2,486.19	-	2,898,768.75
313-91634	RBC Wealth Managem	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	31,250.00	(150,726.56)	-	-	4,880,523.44
	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
Subtotal								\$ 56,000,000.00	\$ 157,914.85	\$ (535,822.03)	\$ 199,958.96	\$ 23,962,693.84	\$ 31,556,663.69
Equipment Reserve													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	\$ 3,000,000.00	\$ -	\$ -	\$ 3,106.85	\$ 3,000,000.00	\$ -
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	7,387.30	2,992,880.01	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	24,000.00	4,976,000.00	-
260001405	Community State	CD	CD	0.220%	4/14/2022	10/13/2022	182	3,000,000.00	-	-	3,290.96	3,000,000.00	-
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	23,250.47	2,976,750.00	-
1279250-1	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	20,740.40	4,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.677%	2/7/2022	11/30/2022	296	5,000,000.00	-	53,345.22	(3,345.22)	5,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.938%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	24,714.29	2,978,600.63	-
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	6,037.48	2,000,000.00	-
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	17,169.68	3,000,000.00	-
39246-101	IPAIT	T-Note	T-Note	1.810%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	147,738.98	9,997,623.24	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	4.255%	10/6/2022	3/27/2023	172	4,900,383.34	-	-	99,616.66	4,900,383.34	-
313-91634	RBC Wealth Managem	T-Note	T-Note	2.544%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	17,623.15	-	4,962,371.90
145636	First National Bank	CD	CD	4.150%	10/14/2022	4/14/2023	182	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.524%	6/14/2022	4/15/2023	305	5,000,000.00	2,049.18	(93,037.18)	4,200.82	-	4,906,962.82
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	4.842%	10/18/2022	5/30/2023	224	2,912,266.67	-	-	-	-	2,912,266.67
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	4.039%	9/8/2022	6/5/2023	270	2,911,800.00	-	-	-	-	2,911,800.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	5,000,000.00	2,615.49	(124,513.59)	509.51	-	4,875,486.41
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	2,967.03	(101,721.57)	-	-	2,901,245.46
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1302693-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
3000907325	Lincoln Savings Bank	MM	Money market	4.000%	N/A	N/A	MM	14,984,411.13	-	-	210,520.29	5,000,000.00	9,984,411.13
39246-101	IPAIT	MM	Money market	4.390%	N/A	N/A	MM	19,528,263.85	-	-	380,595.09	-	19,528,263.85
	Farmers State Bank	MM	Money market	4.580%	N/A	N/A	MM	24,669,740.06	-	-	586,785.91	-	24,669,740.06
Subtotal								\$ 163,813,189.51	\$ 30,250.37	\$ (462,331.35)	\$ 1,573,942.62	\$ 53,822,237.22	\$ 109,478,242.75
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00

**City of Ankeny
Investment Schedule
March 2023**

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, 2023
Sewer Improvement Fund													
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	500,000.00	-	-	-	-	500,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 226,313,189.51	\$ 188,165.22	\$ (998,153.38)	\$ 1,775,901.58	\$ 78,784,931.06	\$ 146,534,906.44
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								5,000,000.00	-	-	-	-	5,000,000.00
BNP Paribas								-	-	-	-	-	-
Community State								9,500,000.00	-	-	3,290.96	3,000,000.00	6,500,000.00
Farmers State Bank								24,669,740.06	-	-	586,785.91	-	24,669,740.06
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	-	-	3,000,000.00
Great Southern Bank								-	-	-	-	-	-
IPAIT								59,663,263.85	2,306.54	(137,376.76)	562,181.32	21,997,623.24	37,528,263.85
Lincoln Savings Bank								24,984,411.13	-	-	227,689.97	8,000,000.00	16,984,411.13
Northwest Bank								3,000,000.00	-	-	9,000.00	3,000,000.00	-
RBC Wealth Management								71,591,094.46	161,929.12	(645,260.82)	366,390.55	35,794,427.81	35,132,277.64
Robert W. Baird & Co.								15,904,680.01	23,929.56	(215,515.80)	7,387.30	2,992,880.01	12,720,213.76
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	13,175.57	4,000,000.00	-
US Bank								5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo								-	-	-	-	-	-
Total								\$ 226,313,189.51	\$ 188,165.22	\$ (998,153.38)	\$ 1,775,901.58	\$ 78,784,931.06	\$ 146,534,906.44
<u>Totals by Type</u>													
CD								\$ 69,500,000.00	\$ -	\$ -	\$ 76,483.46	\$ 25,000,000.00	\$ 44,500,000.00
Commercial paper								26,495,774.47	-	-	154,254.43	15,846,013.35	10,649,761.12
Money market								59,182,415.04	-	-	1,177,901.29	5,000,000.00	54,182,415.04
T-Bill								7,000,000.00	-	(141,478.35)	-	-	6,858,521.65
T-Note								64,135,000.00	188,165.22	(856,675.03)	367,262.40	32,938,917.71	30,344,208.63
								\$ 226,313,189.51	\$ 188,165.22	\$ (998,153.38)	\$ 1,775,901.58	\$ 78,784,931.06	\$ 146,534,906.44



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 March 2023 Building Permit Report

City of Ankeny
Building Permit Report
Month of March 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	March-23		March-22		1/1/2023-3/31/2023		1/1/2022-3/31/2022		7/1/2022-3/31/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	51	\$16,477,261	42	\$13,570,795	82	\$26,135,284	119	\$35,427,382	263	\$88,525,737
New Single Family Attached/Duplex	13	\$3,357,688	16	\$4,058,221	61	\$15,081,314	55	\$13,105,581	248	\$58,745,655
New Multi - Family	0	\$0	0	\$0	1	\$7,270,821	1	\$750,000	49	\$37,888,304
Total New Residential Permits	64	\$19,834,949	58	\$17,629,016	144	\$48,487,419	175	\$49,282,963	560	\$185,159,696
Additions/Alterations/Other (1)	66	\$792,156	63	\$1,019,686	141	\$2,308,764	150	\$2,309,861	552	\$8,014,810
Total New Dwelling Units	64		58		194		174		736	
NON-RESIDENTIAL										
New Commercial	0	\$0	5	\$40,002,878	5	\$14,309,138	6	\$40,127,878	18	\$92,347,222
COM Additions/Alterations/Other	10	\$1,447,884	15	\$1,249,189	29	\$5,079,998	32	\$6,290,467	74	\$12,828,946
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	1	\$17,000	0	\$0	3	\$371,800
New School	0	\$0	0	\$0	1	\$70,000	0	\$0	1	\$70,000
SCH Additions/Alterations/Other	1	\$60,913	2	\$34,550	1	\$60,913	2	\$34,550	1	\$60,913
Total Non Residential Permits	11	\$1,508,797	22	\$41,286,617	37	\$19,537,049	40	\$46,452,895	97	\$105,678,881
MISC PERMITS (2)	70	\$69,082	99	\$154,169	133	\$230,832	157	\$328,749	566	\$707,526
TOTALS	211	\$22,204,984	242	\$60,089,488	455	\$70,564,064	522	\$98,374,468	1775	\$299,560,913

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

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

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

* includes footing & foundation permits

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

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	3/3/2023	\$213,944	23-0847-NEW	2617 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/3/2023	\$252,884	23-0849-NEW	2621 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/3/2023	\$273,611	23-0889-NEW	4103 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/6/2023	\$306,675	23-0756-NEW	4419 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/6/2023	\$311,069	23-0758-NEW	4420 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/7/2023	\$269,861	23-0753-NEW	4409 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/7/2023	\$231,155	23-0794-NEW	4405 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/7/2023	\$362,389	23-0894-NEW	4704 NW 13th St	Titan Builders, LLC	Titan Builders, LLC
Single Family Detached	New Building	3/9/2023	\$357,110	23-0838-NEW	519 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/10/2023	\$410,437	23-0822-NEW	2213 SW Cascade Falls Dr	Haven Homes Design Build	Haven Homes Design Build
Single Family Detached	New Building	3/14/2023	\$287,021	22-7468-NEW	2501 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	3/14/2023	\$280,294	23-0763-NEW	310 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/14/2023	\$285,526	23-0924-NEW	711 NE Deerfield Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/14/2023	\$298,704	23-0925-NEW	719 NE Deerfield Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/14/2023	\$293,528	23-0926-NEW	723 NE Deerfield Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/14/2023	\$283,040	23-1005-NEW	2309 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/14/2023	\$354,452	23-1120-NEW	4407 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/14/2023	\$354,452	23-1123-NEW	4403 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/15/2023	\$348,538	23-1013-NEW	1117 NW Jackson Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/15/2023	\$306,675	23-1014-NEW	4601 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/15/2023	\$305,764	23-1017-NEW	4712 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/15/2023	\$311,069	23-1018-NEW	4727 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/16/2023	\$472,054	23-0845-NEW	1408 NW 29th St	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	3/16/2023	\$345,739	23-0899-NEW	2401 SW Vintage Pkwy	MJ Properties	MJ Properties
Single Family Detached	New Building	3/16/2023	\$277,981	23-0903-NEW	4218 NW 13th St	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	3/21/2023	\$407,968	23-0949-NEW	1103 NW Benjamin Dr	Claman Custom Homes	Claman Custom Homes
Single Family Detached	New Building	3/22/2023	\$314,310	23-1144-NEW	523 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/22/2023	\$252,884	23-1166-NEW	3018 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/22/2023	\$252,884	23-1196-NEW	3022 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/22/2023	\$252,884	23-1197-NEW	3014 NW Countrywood Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	3/24/2023	\$465,797	22-7447-NEW	1473 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/24/2023	\$467,849	23-0858-NEW	1508 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/24/2023	\$335,132	23-1206-NEW	715 NE Deerfield Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/24/2023	\$331,699	23-1208-NEW	727 NE Deerfield Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/24/2023	\$295,589	23-1219-NEW	2818 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/27/2023	\$344,774	23-0754-NEW	4107 NE 7th St	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	3/27/2023	\$281,859	23-0755-NEW	4208 NE 6th St	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	3/27/2023	\$348,538	23-1162-NEW	3602 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/27/2023	\$289,385	23-1163-NEW	3606 NW 27th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	3/28/2023	\$311,940	23-1142-NEW	2707 NW Greenwood St	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	3/29/2023	\$369,324	23-0751-NEW	5911 NE Oak Dr	Caliber Homes	Caliber Homes
Single Family Detached	New Building	3/29/2023	\$417,956	23-1276-NEW	2817 NW Westwood Ct	Synergy Homes LLC	Synergy Homes LLC
Single Family Detached	New Building	3/30/2023	\$285,526	23-1220-NEW	2822 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc

Single Family Detached	New Building	3/30/2023	\$331,747	23-1221-NEW	2817 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/30/2023	\$314,732	23-1239-NEW	2813 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/30/2023	\$383,254	23-1242-NEW	2809 NW Boulder Point Pl	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/30/2023	\$314,340	23-1315-NEW	2510 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/30/2023	\$289,901	23-1324-NEW	2514 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/30/2023	\$285,526	23-1325-NEW	2518 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/30/2023	\$285,526	23-1326-NEW	2606 NW 25th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	3/31/2023	\$451,966	23-0834-NEW	2702 NW Linwood Ct	MJ Properties	MJ Properties
Single Family Attached	New Building	3/2/2023	\$253,798	23-0491-NEW	4418 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	3/2/2023	\$253,798	23-0545-NEW	4422 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	3/9/2023	\$253,798	23-0963-NEW	4410 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	3/9/2023	\$252,589	23-0965-NEW	4414 NE 14th St	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	3/14/2023	\$241,829	23-0693-NEW	1701 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/14/2023	\$241,829	23-0692-NEW	1705 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/14/2023	\$241,829	23-0691-NEW	1709 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/14/2023	\$241,829	23-0690-NEW	1713 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/14/2023	\$241,829	23-0582-NEW	1717 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	3/22/2023	\$283,358	23-1148-NEW	101 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	3/22/2023	\$282,704	23-1282-NEW	105 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	3/22/2023	\$283,308	23-1283-NEW	109 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Attached	New Building	3/22/2023	\$285,190	23-1284-NEW	113 NE Country Meadow Ln	Genesis Homes Inc	Genesis Homes Of Iowa
Single Family Detached	Building Alteration	3/1/2023	\$15,000	23-0860-ALT	2605 NW 44th St	Emma Aalbers	Emma Aalbers
Single Family Detached	Building Alteration	3/2/2023	\$16,078	23-0867-ALT	2602 NW 44th St	Underwood Austin	Underwood Austin
Single Family Detached	Building Alteration	3/2/2023	\$8,000	23-0884-ALT	2806 NW 5th St	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	3/2/2023	\$11,670	23-0914-ALT	1513 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Alteration	3/2/2023	\$8,529	23-0915-ALT	718 NE Pinnacle Ct	Thrasher Foundation Repair	Thrasher Foundation Repair
Single Family Detached	Building Addition	3/3/2023	\$138,595	23-0125-ADD	2806 NW 5th St	Curran Kyle	Curran Kyle
Single Family Detached	Building Alteration	3/3/2023	\$17,168	23-0743-ALT	4005 NE 6th St	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Alteration	3/3/2023	\$12,760	23-0848-ALT	1605 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Building Alteration	3/3/2023	\$15,776	23-0885-ALT	403 NW Reinhart Dr	Ahrenholtz Zach	Ahrenholtz Zach
Single Family Detached	Solar	3/6/2023	\$26,217	23-0929-SOL	1225 NW Reinhart Dr	Dexton Lybbert	Skyline Solar
Single Family Detached	Building Alteration	3/7/2023	\$11,159	23-0385-ALT	618 NE 57th St	Robert Clifton	Robert Clifton
Single Family Detached	Building Alteration	3/7/2023	\$26,309	23-0972-ALT	1112 NE Meadow Crossing Dr	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	Building Alteration	3/7/2023	\$20,323	23-0982-ALT	303 SE Willow Run Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Alteration	3/8/2023	\$13,920	23-0831-ALT	1212 NW Watercrest Dr	Sabre Plumbing Heating AC	Sabre Plumbing Heating AC
Single Family Detached	Solar	3/8/2023	\$18,648	23-1019-SOL	3128 NW 27th Cir	Purelight Power	Purelight Power
Single Family Attached	Building Alteration	3/9/2023	\$2,274	23-0964-ALT	4508 NE Michael Dr	Lil Brother Construction	Lil Brother Construction
Single Family Detached	Building Alteration	3/9/2023	\$10,000	23-1009-ALT	217 SW Oak Ln	M2 Custom	M2 Custom
Single Family Detached	Building Alteration	3/9/2023	\$24,522	23-1040-ALT	1623 NE Vicksburg Dr	Lifetime Construction	Lifetime Construction
Single Family Detached	Building Alteration	3/9/2023	\$23,200	23-1072-ALT	1906 SE Clover Ridge Dr	Gary L Colby	Gary L Colby
Single Family Detached	Building Alteration	3/10/2023	\$1,500	23-0954-ALT	3321 NW Boulder Brook Pl	Roderick Parayno	Roderick Parayno
Single Family Detached	Solar	3/10/2023	\$22,866	23-1082-SOL	610 SW 48th St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	3/10/2023	\$18,560	23-1084-ALT	410 NW Cherry Glen Dr	Shane McKeag	Shane McKeag
Single Family Attached	Building Alteration	3/13/2023	\$20,323	23-1057-ALT	1621 NW Abbie Dr	Greg Sullivan	Greg Sullivan
Single Family Detached	Building Alteration	3/13/2023	\$12,296	23-1115-ALT	614 NE 57th St	Beaman Mathew	Beaman Mathew
Single Family Attached	Building Alteration	3/13/2023	\$10,440	23-1117-ALT	1214 NE 15th Ln	The HQ Handyman	The HQ Handyman

Single Family Detached	Solar	3/13/2023	\$22,144	23-1125-SOL	4119 SW Snyder Blvd	Purelight Power	Purelight Power
Single Family Detached	Building Addition	3/15/2023	\$7,735	23-1172-ADD	714 NE Bristol Dr	D & M Builders LLC	D & M Builders LLC
Single Family Detached	Building Alteration	3/16/2023	\$10,301	23-1008-ALT	3509 NW Singing Hill Cir	Mark Beeck	Mark Beeck
Single Family Detached	Building Alteration	3/21/2023	\$5,950	23-1292-ALT	109 NE Sherman Dr	BAM Basements	BAM Basements
Single Family Detached	Porch	3/22/2023	\$3,920	23-1121-PRCH	511 SW Magazine Rd	Giovanti Homes LLC	Giovanti Homes LLC
Single Family Detached	Building Alteration	3/23/2023	\$2,000	23-1342-ALT	3702 NW 13th St	The HomeLife Brothers	The HomeLife Brothers
Single Family Detached	Building Alteration	3/24/2023	\$15,457	23-0797-ALT	1906 SE Clover Ridge Dr	Rench Services LLC	Rench Services LLC
Single Family Detached	Building Alteration	3/24/2023	\$20,184	23-1266-ALT	2326 NW Applewood St	Adam Stevens	Adam Stevens
Single Family Detached	Building Alteration	3/24/2023	\$11,670	23-1374-ALT	4410 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	Porch	3/24/2023	\$6,880	23-1397-PRCH	4107 NE Hillcrest Ct	Bob Fejfor	Revived Interiors
Single Family Detached	Solar	3/27/2023	\$41,429	23-1417-SOL	502 NW Horizon Ct	Purelight Power	Purelight Power
Single Family Detached	Pergola	3/28/2023	\$5,000	23-0960-PERG	1403 SW Sunrise Ln	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	3/28/2023	\$4,150	23-1443-ALT	1003 NE Forest Ridge Dr	BAM Basements	BAM Basements
Single Family Detached	Solar	3/28/2023	\$19,814	23-1466-SOL	3101 SW Woodfield Ln	Purelight Power	Purelight Power
Single Family Detached	Solar	3/28/2023	\$17,482	23-1469-SOL	1107 NW Boulder Dr	Purelight Power	Purelight Power
Single Family Detached	Porch	3/29/2023	\$6,480	23-0671-PRCH	1104 SW Elm St	Better Builders	Better Builders
Single Family Detached	Solar	3/29/2023	\$18,648	23-1485-SOL	2314 NW North Creek Dr	Purelight Power	Purelight Power
Single Family Detached	Porch	3/31/2023	\$6,620	23-1278-PRCH	2206 SW White Birch Dr	T & E Construction Inc	T & E Construction Inc
Single Family Detached	Building Alteration	3/31/2023	\$19,720	23-1539-ALT	407 NE 28th St	The HQ Handyman	The HQ Handyman
Single Family Detached	Shed	3/1/2023	\$2,400	23-0821-SHD	806 NE Canterbury Dr	Kitzman Brad	Tuff Shed
Single Family Detached	Shed	3/1/2023	\$3,840	23-0871-SHD	2304 NW 40th St	J Leinen Chris	Ermin Artukovic
Single Family Detached	Shed	3/7/2023	\$3,360	23-0993-SHD	3102 SW Applewood St	Adrianne Fischer	Adrianne Fischer
Single Family Detached	Shed	3/22/2023	\$2,240	23-1241-SHD	2414 NW Park Meadows Dr	Alex Lundquist	Tuff Shed
Single Family Detached	Shed	3/27/2023	\$1,120	23-1445-SHD	4315 SW Walnut St	Schimmel Matthew	Schimmel Matthew
Single Family Detached	Spa/Hot Tub	3/7/2023		23-0979-SPA	1810 SW 38th St	Ronald A Christensen	Ronald A Christensen
Single Family Detached	Spa/Hot Tub	3/24/2023		23-1383-SPA	3006 NE 8th St	Nick Pierce	Nick Pierce
Single Family Attached	Swimming Pool	3/3/2023		23-0948-POOL	1005 SE Crawford Ct	Wiges Outdoor Services	Wiges Outdoor Services
Single Family Detached	Swimming Pool	3/8/2023		23-0919-POOL	2408 NW Woodbury Dr	Wiges Outdoor Services	Wiges Outdoor Services
Single Family Detached	Swimming Pool	3/16/2023		23-1069-POOL	1204 NW Arbor Ct	Valley Pool & Hot Tubs	Valley Pool & Hot Tubs
Single Family Detached	Swimming Pool	3/27/2023		23-1431-POOL	4213 NW Abilene Rd	Kelly Bunkers	Kelly Bunkers
Single Family Detached	Swimming Pool	3/31/2023		23-1520-POOL	402 NE 6th St	Brad Nida	Colin Concrete Enterprise
Single Family Detached	Deck	3/3/2023	\$1,824	23-0840-DECK	1614 NW Ridgeline Ct	Brent Hansen	Brent Hansen
Single Family Detached	Deck	3/15/2023	\$5,628	23-0327-DECK	507 NE 53rd Ct	Archadeck of Central Iowa	Archadeck of Central Iowa
Single Family Detached	Deck	3/21/2023	\$3,456	23-1289-DECK	805 SE Trilein Dr	Robert Vogt	Robert Vogt
Single Family Detached	Deck	3/24/2023	\$1,200	23-0878-DECK	1906 SE Clover Ridge Dr	Rench Services LLC	Rench Services LLC
Single Family Detached	Deck	3/24/2023	\$1,344	23-1033-DECK	625 NE 47th St	Vishal Patel	Vishal Patel
Single Family Attached	Deck	3/24/2023	\$840	23-1352-DECK	4101 NE 6th St	Custom Decks LLC	Custom Decks LLC
Single Family Detached	Deck	3/27/2023	\$3,072	23-1416-DECK	722 NE 9th St	Lance Webster	Lance Webster
Single Family Detached	Deck	3/28/2023	\$3,300	23-0959-DECK	1403 SW Sunrise Ln	Vishal Patel	Vishal Patel
Single Family Detached	Deck	3/28/2023	\$2,760	23-1424-DECK	917 NW 22nd St	Schafroth Lannie	Schafroth Lannie
Single Family Detached	Deck	3/29/2023	\$4,056	23-1456-DECK	316 NE 24th Ct	Better Builders	Better Builders
Restaurant	Building Alteration	3/7/2023	\$400,000	23-0063-ALT	617 SW 3rd St Unit 103	Imprint Design-Build	Imprint Design-Build
Office	Building Alteration	3/13/2023	\$30,000	23-0295-ALT	405 SE Magazine Rd Ste 108	The Godwin Group LLC	The Godwin Group LLC

Retail	Building Alteration	3/13/2023	\$32,000	23-0783-ALT	260 NW 36th St Ste 101	Meyn Josh	Kimberley Development Corp
Industrial	Building Alteration	3/14/2023	\$15,000	23-0917-ALT	902 SE Shurfine Dr Ste 130	Robert Leader	Leader Construction
Retail	Solar	3/17/2023	\$375,718	23-1141-SOL	1555 SE Delaware Ave	Troy Van Beek	Troy Van Beek
Retail	Solar	3/17/2023	\$348,533	23-1145-SOL	1605 SE Delaware Ave	Troy Van Beek	Troy Van Beek
Retail	Solar	3/17/2023	\$103,233	23-1146-SOL	1701 SE Delaware Ave	Troy Van Beek	Troy Van Beek
Restaurant	Building Alteration	3/29/2023	\$56,400	23-1465-ALT	1510 N Ankeny Blvd Ste 101	Dle Seven LLC	Denny Elwell Company
Retail	Building Alteration	3/30/2023	\$75,000	23-1444-ALT	301 SW Walnut St	Leighton John	Leighton John
Industrial	Building Alteration	3/30/2023	\$12,000	23-1495-ALT	807 SW Des Moines St Unit 103	Eick & Day Construction	Eick & Day Construction
School	Garage	3/28/2023	\$60,913	23-1256-GAR	1900 NW 4th St Bldg 12	Faith Baptist Bible College	Curt Fincham
Single Family Detached	Fence/Wall	3/1/2023		23-0708-FNCE	108 NE 51st St	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	3/6/2023		23-0956-FNCE	3125 NW 27th Cir	American Fence Company	American Fence Co
Single Family Attached	Fence/Wall	3/8/2023		23-0991-FNCE	2408 NW Woodbury Dr	Elliott Spencer	Elliott Spencer
Single Family Detached	Fence/Wall	3/8/2023		23-1021-FNCE	226 NE 62nd St	Absolute Fence LLC	Absolute Fence LLC
Single Family Attached	Fence/Wall	3/13/2023		23-1004-FNCE	2606 NW 44th St	Renae Manning-Bey	Elliott Spencer
Single Family Detached	Fence/Wall	3/13/2023		23-1113-FNCE	1204 NW Arbor Ct	Jon Van Bruggen	Evergreene Sod
Single Family Detached	Fence/Wall	3/14/2023		23-1153-FNCE	1307 NW Bayview Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/14/2023		23-1151-FNCE	3218 NW 27th Cir	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/15/2023		23-1149-FNCE	3405 SW 29th St	Cutting Edge Construction	Cutting Edge Construction
Single Family Detached	Fence/Wall	3/15/2023		23-1164-FNCE	401 NE 17th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/15/2023		23-1181-FNCE	3104 SE 17th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/16/2023		23-1200-FNCE	3234 NW 27th Cir	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	3/17/2023		23-1092-FNCE	126 NE Harvest Ridge Ln	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	3/17/2023		23-1215-FNCE	4310 NE 16th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Attached	Fence/Wall	3/21/2023		23-1243-FNCE	2816 NW 34th Ln	DK3J Handyman Services	DK3J Handyman Services
Single Family Detached	Fence/Wall	3/21/2023		23-1290-FNCE	1705 SW Oak St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/22/2023		23-1086-FNCE	811 NW 31st St	Garry Buckner	Garry Buckner
Single Family Detached	Fence/Wall	3/22/2023		23-1199-FNCE	1615 SW Vintage Pkwy	Nicole Coulter-Ledbetter	Nicole Coulter-Ledbetter
Single Family Detached	Fence/Wall	3/22/2023		23-1294-FNCE	4104 NW 13th St	Midwest Fencing	Midwest Fencing
Single Family Detached	Fence/Wall	3/22/2023		23-1298-FNCE	4413 NW 13th St	Midwest Fencing	Midwest Fencing
Single Family Detached	Fence/Wall	3/23/2023		23-1354-FNCE	3422 NW 28th St	Loren Liming	Loren Liming
Single Family Detached	Fence/Wall	3/24/2023		23-1186-FNCE	1003 NW 33rd St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/24/2023		23-1216-FNCE	802 SW Irvinedale Dr	Elliott Spencer	Elliott Spencer
Industrial	Fence/Wall	3/24/2023		23-1349-FNCE	7305 SE Crosswinds Dr	Estes Construction	Estes Construction
Single Family Detached	Fence/Wall	3/24/2023		23-1387-FNCE	3404 SE Cherry Blossom Dr	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	3/24/2023		23-1412-FNCE	1212 NW 27th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	3/27/2023		23-1248-FNCE	3117 SW Prairie View Rd	Curt Pauscher	Curt Pauscher
Single Family Detached	Fence/Wall	3/27/2023		23-1272-FNCE	4014 NE 3rd St	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	3/27/2023		23-1273-FNCE	4315 NE 16th St	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	3/27/2023		23-1426-FNCE	4408 NE 16th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	3/27/2023		23-1447-FNCE	1910 SE Clover Ridge Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/28/2023		23-1180-FNCE	2031 SW College Ave	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/28/2023		23-1399-FNCE	1002 NW Benjamin Dr	Bryce Kenworthy	Bryce Kenworthy
Single Family Detached	Fence/Wall	3/28/2023		23-1464-FNCE	322 SE 10th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	3/30/2023		23-1514-FNCE	714 SW Magazine Rd	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	3/30/2023		23-1519-FNCE	4033 NE 4th St	Bos Fencing	Bos Fencing
Single Family Attached	Fence/Wall	3/31/2023		23-1526-FNCE	3003 NW Greenwood St	Des Moines Steel Fence Co	Des Moines Steel Fence Co

Single Family Detached	Fence/Wall	3/31/2023		23-1543-FNCE	402 NE 6th St	Brad Nida	Brad Nida
Office	Sign	3/1/2023	\$11,201	23-0665-SIGNP	1200 NW 36th St	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Office	Sign	3/1/2023	\$2,363	23-0666-SIGNP	1200 NW 36th St	NAGLE/EAGLE SIGN CO	NAGLE/EAGLE SIGN CO
Hotel/Motel	Sign	3/2/2023	\$13,350	22-6746-SIGNP	133 SE Delaware Ave	Signs & Designs	Signs & Designs
Restaurant	Sign	3/3/2023	\$1,001	23-0900-SIGNP	410 S Ankeny Blvd	Lisa Hanrahan	Iowa Sign Company
Restaurant	Sign	3/3/2023	\$514	23-0901-SIGNP	401 S Ankeny Blvd	Lisa Hanrahan	Iowa Sign Company
Restaurant	Sign	3/13/2023	\$2,500	23-0306-SIGNP	2010 SE Delaware Ave Ste 230	Wilfredo Melgar	Connection Media Corp
Multi-Family	Sign	3/13/2023	\$2,000	23-0307-SIGNP	1645 SW Magazine Rd	Iowa Sign Company	Iowa Sign Company
Retail	Sign	3/13/2023	\$7,185	23-0474-SIGNP	2010 SE Delaware Ave Ste 222	Iowa Sign Company	Iowa Sign Company
Multi-Family	Sign	3/15/2023	\$4,805	23-1020-SIGNP	1675 SW Magazine Rd	Lisa Hanrahan	Iowa Sign Company
Mixed Use	Sign	3/20/2023	\$1,500	23-0209-SIGNP	1609 N Ankeny Blvd Ste 200	Fastsigns of Clive	Fastsigns
Restaurant	Sign	3/20/2023	\$5,196	23-0839-SIGNP	106 SW State St Ste 100	Signarama - Ankeny	Signarama - Ankeny
Other	Sign	3/20/2023	\$1,660	23-0994-SIGNP	213 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Office	Sign	3/29/2023	\$4,806	23-1362-SIGNP	3607 NE Otterview Cir Ste 102	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	3/31/2023	\$7,134	23-1139-SIGNP	107 NE Delaware Ave Ste 4	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	3/31/2023	\$3,867	23-1240-SIGNP	106 SW State St Ste 100	Signarama - Ankeny	Signarama - Ankeny
Other	Temporary Sign	3/6/2023		23-0347-SIGNT	615 SE Oralabor Rd	Kelsey Heath	Nolan Cobb
Retail	Temporary Sign	3/9/2023		23-1022-SIGNT	310 NE Delaware Ave	Tires Plus	Tires Plus
Retail	Temporary Sign	3/20/2023		23-1188-SIGNT	107 NE Delaware Ave Ste 4	Signarama - Ankeny	Signarama - Ankeny
Other	Temporary Sign	3/21/2023		23-1165-SIGNT	3301 N Ankeny Blvd	The Shine Shop Car Wash	The Shine Shop Car Wash
Retail	Temporary Sign	3/30/2023		23-1511-SIGNT	2310 SE Delaware Ave Ste P	A & A Amazing II, LLC	A & A Amazing II, LLC
Retail	Canopy/Tent	3/7/2023		23-0980-TENT	2510 SW State St	David Cole	David Cole
Single Family Attached	Drive Approach	3/7/2023		23-0953-RSTRM	206 SW Kline St	Josh Mulligan	Josh Mulligan
Single Family Attached	Drive Approach	3/22/2023		23-1331-RSTRM	713 SE 9th St	RMC Concrete	RMC Concrete
Single Family Detached	Drive Approach	3/17/2023		23-1238-RSTRM	121 NE Grant St	Solis Concrete	Solis Concrete
Single Family Detached	Drive Approach	3/24/2023		23-1247-RSTRM	313 NW College Ave	Darwin D Miller Jr	Alexander Baires
Single Family Detached	Drive Approach	3/30/2023		23-1518-RSTRM	425 SW Franklin Dr	Spot On Construction	Spot On Construction
Duplex	Drive Approach	3/21/2023		23-1288-RSTRM	610 SE Magazine Rd	Hunter Brown/B&B Prop Maint	Hunter Brown/B&B Prop Maint
Hotel/Motel	Drive Approach	3/7/2023		23-0978-RSTRM	2602 SE Creekview Dr	Grimm Concrete Services Inc	Grimm Concrete Services Inc
Retail	Drive Approach	3/7/2023		23-0977-RSTRM	2601 SE Creekview Dr	Grimm Concrete Services Inc	Grimm Concrete Services Inc
Retail	Drive Approach	3/28/2023		23-1420-RSTRM	509 N Ankeny Blvd	M Brayton Chad	Speck USA
Single Family Attached	Sidewalk	3/22/2023		23-1338-RSWRP	713 SE 9th St	RMC Concrete	RMC Concrete
Single Family Detached	Sidewalk	3/30/2023		23-1400-RSWRP	2110 NW 9th St	Chase Mary	John B Davenport



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	27,941	282,629,564	\$ 1,643,529	\$ 5.82	\$ 293,110	26,210	\$ 137,153	\$ 14,597	\$ 891,513	\$ 525,616	25,704	\$ 279,611	\$ 3,647,976
August	28,146	324,852,366	\$ 1,940,308	\$ 5.97	\$ 294,156	26,286	\$ 155,166	\$ 14,636	\$ 921,948	\$ 527,071	25,775	\$ 280,368	\$ 3,978,488
September	28,231	267,915,821	\$ 1,727,369	\$ 6.45	\$ 295,410	26,395	\$ 142,572	\$ 14,690	\$ 906,964	\$ 529,080	25,878	\$ 281,083	\$ 3,754,596
October	28,287	197,020,536	\$ 1,254,721	\$ 6.37	\$ 296,150	26,481	\$ 114,336	\$ 14,744	\$ 850,795	\$ 530,863	25,972	\$ 282,240	\$ 3,229,513
November	28,193	146,619,139	\$ 891,751	\$ 6.08	\$ 295,120	26,496	\$ 94,470	\$ 14,773	\$ 836,322	\$ 531,823	26,023	\$ 283,043	\$ 2,852,831
December	28,183	128,100,591	\$ 794,335	\$ 6.20	\$ 294,550	26,514	\$ 87,101	\$ 14,801	\$ 797,343	\$ 532,677	26,071	\$ 284,866	\$ 2,718,571
January	28,117	128,579,104	\$ 798,248	\$ 6.21	\$ 295,282	26,567	\$ 87,217	\$ 14,830	\$ 803,962	\$ 533,659	26,121	\$ 285,298	\$ 2,731,278
February	28,210	128,397,185	\$ 793,583	\$ 6.18	\$ 295,964	26,624	\$ 88,165	\$ 14,861	\$ 805,056	\$ 534,973	26,177	\$ 285,821	\$ 2,730,258
March	28,340	123,783,166	\$ 770,952	\$ 6.23	\$ 296,348	26,653	\$ 86,479	\$ 14,878	\$ 773,318	\$ 535,718	26,208	\$ 286,033	\$ 2,677,247
April													\$ -
May													\$ -
June													\$ -
FY Total	253,648	1,727,897,472	\$ 10,614,796	\$ 55.51	\$ 2,656,090	238,226	\$ 992,659	\$ 132,811	\$ 7,587,221	\$ 4,781,480	233,929	\$ 2,548,361	\$ 28,320,758
FY 23 Average	28,183	191,988,608	1,179,422	\$ 6.17	295,121	26,470	110,295	14,757	843,025	531,276	25,992	283,151	2,360,063
FY 22 Average	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4 increasing the contract amount by \$16,956.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

This change order is for additional work to winterize the construction zone in preparation of winter shutdown. Includes temporary concrete median connections, rock safety edge along pavement without curb, and additional working days.

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 #4](#)



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

Change Order Number: 4

Change Order Date: April 17, 2023

Purpose of Change Order:

Additional work to winterize the construction zone in preparation of winter shutdown. Includes temporary concrete median connections, rock safety edge along pavement median edge without curb, and additional working days associated with completion of work.

Details of Change Order:

ITEM #	DIV.	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.11		Rock Safety Edge	TON	330	\$ 24.80	\$ 8,184.00
7.19		Temporary PCC Connections	SY	68	\$ 129.00	\$ 8,772.00
		Add fifteen (15) working days to the Contract	N/A			
			N/A			

Change Order Number 4 makes the following adjustments to the contract: \$ 16,956.00

Contractor Accepted: Absolute Concrete Construction, Inc.

By: *[Signature]*

Date: 4-6-23

Engineer Approved: Snyder & Associates, Inc.

By: *[Signature]*

Date: 4-7-23

Owner Accepted: City of Ankeny

By: Title: Mayor

Date: 04/17/23

Attest for Owner:

By: Title: City Clerk

Date: 04/17/23

Record of Change Orders

#	Date	Amount
Original Contract amount		\$ 3,996,224.75
1	September 19, 2022	\$ 12,964.80
2	October 17, 2022	\$ 2,220.00
3	December 19, 2022	\$ 9,940.48
4	April 17, 2023	\$ 16,956.00
5		
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20		
Revised Contract amount		\$ 4,038,306.03



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$162,000.00 with Foth Infrastructure and Environment, LLC (Foth), for construction services on the North Four Mile Creek Trunk Sewer Project.

EXECUTIVE SUMMARY:

The Municipal Utilities Department proposes to continue using Foth to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.2 to the Professional Services Agreement. A copy of the original Professional Services agreement and Amendment 1 are attached for reference. The fee for the construction services for the North Four Mile Creek Trunk Sewer Project is \$162,000.00. The original Professional Services Agreement for design engineering services was \$127,100.00 and Amendment #2 was \$11,500.00. Adding Amendment #2 to the Professional Services Agreement increases the total contract to \$300,600.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Foth in the amount of \$162,000.00 for the North Four Mile Creek Trunk Sewer Project.

FISCAL IMPACT: **No**

This project was included in the City of Ankeny's CIP for 2023 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Foth in the amount of \$162,000.00 for the North Four Mile Creek Trunk Sewer Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 2

North Four Mile Creek Trunk Sewer

This **AMENDMENT**, made and entered into this 17th day of April, 2023, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

1. **SCOPE OF SERVICES**

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. **SCHEDULE**

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. **COMPENSATION**

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>2023 Construction Period Services</u>	\$ 162,000.00
TOTAL	\$ 162,000.00

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

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

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF ANKENY, IOWA

 Digitally signed by Andy S. Floy
Date: 2023.03.29 15:54:30-05'00'
BY: _____
Andy S. Floy, P.E.
Lead Civil Engineer

BY: _____
Mark E. Holm
Mayor

WITNESS

ATTEST

 Digitally signed by Patrick P. Kueter
DN: C=US, E=patrick.kueter@foth.com, O=Foth Infrastructure and Environment, LLC*, CN=Patrick P. Kueter
Date: 2023.03.29 16:11:28-05'00'
Patrick P. Kueter

Name: Patrick P. Kueter, P.E.
Title: Client Director

Name: Michelle Yuska
Title: City Clerk

Attachment No. 1

Scope of Services

I. 2023 CONSTRUCTION PERIOD SERVICES

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following 2023 Construction Period Services:

A. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Task 1 - Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Task 2 - Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall submit their comments to City staff for review and concurrence prior to submitting back to the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Task 3 – Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be two (2) site visits per month minimum, with up to one (1) weekly visit during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out their duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing their work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that

conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Task 4 – Progress Meetings

The Consultant shall conduct weekly progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent stakeholders and property owners. The Consultant will have two (2) representatives at each progress meeting, including the Resident Construction Observer.

Task 5 – Payment Applications and Change Order Preparation

The Consultant shall prepare contractor payment applications and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required. The City's standard formats will be used for payment applications and change orders.

Task 6 – Plan Changes

During construction, unknown circumstances may arise that may require modification to the original design. The Consultant will take into account field conditions and develop a formal plan change modifying the original design. The Consultant will submit plan changes to the City for approval and issue formal plan change to the Contractor for construction. The Consultant will incorporate plan changes into the final Record Documents for the project.

For estimating purposes, one (1) plan change is assumed as part of this project in 2023.

Task 7 - Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures completed in 2023. The Consultant shall prepare record drawings showing those changes made during 2023 construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer.

Task 8 – Project Management

The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

The above Construction Administration Services is for the 2023 Calendar Year only and includes a maximum of 256 hours of effort. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the estimated hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

B. RESIDENT ENGINEERING/OBSERVATION

Upon written authorization to proceed by the City to the Consultant, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under A. Construction Administration. The Consultant shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Consultant's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Consultant's recommendation of payment will include final determinations of the quantities and classifications of such work.

For budget purposes, it is assumed that construction will take 110 working days and will occur between March and October in 2023. It is estimated that one full-time (40 hours/week) staff member of the Consultant will be available for a duration of twenty-two (22) weeks.

The above Resident Engineering/Observation estimate includes a maximum of 1,034 hours of effort. In the event the Construction Period exceeds the contract working days or unanticipated conditions require Resident Engineering/Observation in excess of the estimated hours of effort for 2023 Construction, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. Construction Survey

Construction Survey shall only be completed upon written authorization to proceed by the City and consist of the following tasks to be performed by the Consultant:

Task 1 - Project Control

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.

Task 2 - Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50-foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath.

Task 3 - Grading – Task not used.

Task 4 - Sanitary Sewer

Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

Task 5 - Water Mains – Task not used.

Task 6 - Intakes and Utility Accesses – Task not used.

Task 7 - Pavement (PCC) – Task not used.

Task 8 – Temporary Traffic Signals – Task not used.

The above Construction Survey tasks shall be a one time only staking with a 48-hour notice from the contractor.

Attachment No. 2

Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. 2023 Construction Period Services

April 2023 to December 2023

Attachment No. 3 Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2023 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$240 - \$250
Project Manager	\$180 - \$240
Project Engineer	\$154 - \$240
Staff Engineer	\$127 - \$157
Planner	\$127 - \$207
Project Scientist	\$127 - \$167
Technician	\$85 - 175
Construction Manager	\$132 - \$182
Land Surveyor	\$145 - \$205
Project Administrator	\$82 - \$102
Administrative Assistant	\$62

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2023. Rates subject to change annually on January 1.

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

North Four Mile Creek Trunk Sewer

This **AMENDMENT**, made and entered into this 17th day of October, 2022, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the "City", and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the "Consultant", for professional services in connection with the North Four Mile Creek Trunk Sewer hereby amends the original AGREEMENT dated March 7, 2022 as follows:

1. SCOPE OF SERVICES

Services provided under this AMENDMENT shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

- 1) In consideration of the professional services provided herein, the City agrees to pay the Consultant the following fee, a maximum NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. <u>Real Estate Services</u>	\$ 11,500.00
TOTAL	\$ 11,500.00

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

THIS AMENDMENT, together with the original AGREEMENT, represents the entire and integrated AGREEMENT between the City and Consultant.

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF ANKENY, IOWA

BY: _____
Andy S. Floy, P.E.
Lead Civil Engineer

BY: _____
Mark E. Holm
Mayor

WITNESS

ATTEST

Name: Patrick P. Kueter, P.E.

Name Michelle Yuska

Title: Client Director

Title: City Clerk

Attachment No. 1 Scope of Services

I. REAL ESTATE SERVICES (JCG LAND SERVICES, INC.)

The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the City. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition.

The real estate acquisition services will follow the Iowa DOT's Office of Right-of-Way's instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

The following table summarizes the anticipated project right-of-way acquisitions, for which this scope of service task has been developed:

Parcel No.	Owner Name Parcel Address	Appraisal	Comp. Estimate	Fee Title (FE)	Temp. Ease. (TE)	Perm. Ease. (PE)
10	Dennis S. and Manda J. Elwell 5700 NE Sherman Ct		1		1	
11	Denny Elwell Family N/A		1		1	1
28	Courtyards at Harvest Ridge, LLC Outlot Y		1		1	
29	Courtyards at Harvest Ridge, LLC Outlot V		0		1	
	Totals		3	0	4	1

The work tasks to be performed by the Sub-Consultant under Real Estate Services shall include the following:

Task 1 - Preparation of Parcel Files

Parcels will be established based upon unity of ownership, unity of use, and contiguous land. Once the parcel has been defined, two separate files will be established according to the Iowa DOT Right-of-way Design Section Manual. It is estimated that parcel files will be prepared for 3 parcels. The parcel file records shall demonstrate compliance with applicable state/federal laws and requirements. The files shall include the following items:

- All Correspondence
- Title Documents
- Design Summary Information & Plat
- Appraisals and Review Appraisals
- Negotiator's Notes
- Administrative Settlement (if used)
- Copy of Signed Contracts
- Title Opinion
- Conveyance & Closing Documents
- Relocation Forms (if used)
- Relocation Agent's Notes (if used)
- Condemnation Documents (if used)

- Right-of-Way Record Checklist

Task 2 - Compensation Estimates

Compensation estimates to offer just compensation will be prepared to acquire minor temporary acquisitions using Iowa DOT forms and standards. It is estimated that a compensation estimate will be prepared for three (3) properties.

Per IDOT I.M. No. 3.605, Compensation Estimates may be used for minor, uncomplicated acquisitions that are estimated between \$10,001 and \$25,000; however, if the landowner requests an appraisal, the LPA shall provide an appraisal. We have NOT included any appraisals or appraisal review reports in our estimates. Any landowner-requested appraisals beyond what has been assumed herein will be invoiced as a pass-through, reimbursable cost.

Task 3 - Appraisal Review (Task Not Included)

Independent property appraisal review will be obtained from qualified professionals for each value finding type appraisal and for each before and after type of appraisal. Findings for compensation estimate types of evaluations will be reviewed by an independent right-of-way professional.

Task 4 - Right-of-Way Negotiations/Acquisitions

The Sub-Consultant shall serve as the Consultant's and the City's professional representative for right-of-way negotiations/acquisitions. The Sub-Consultant shall abide by the provisions of the Iowa Code Chapter 543B regarding the requirements for persons who purchase real estate for another, including disclosure of agency provisions. The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance, and shall document the parcel files that the disclosure of agency was made.

The Sub-Consultant shall prepare all acquisition contracts and other documents necessary to secure the required right-of-way in compliance with state and federal law.

The Sub-Consultant shall deliver to each owner of interest, including tenants, acquisition brochures, offers to purchase, proposed contracts, and offers of relocation, and answer acquisition related questions from each owner of interest. The Sub-Consultant shall not offer an owner of interest an amount in excess of the approved compensation estimate without the prior approval of the City.

Upon successful completion of negotiations on a parcel, the Sub-Consultant shall audit the contract for correctness and verify all appropriate interests were acquired from the proper parties prior to submission to the City for approval.

When an agreement cannot be reached with an owner of interest through normal negotiation procedures, the Sub-Consultant shall review the parcel, giving full consideration to all pertinent data and make a recommendation as to whether a settlement should be attempted at an amount in excess of the original offer or whether to acquire the parcel by condemnation proceedings.

Task 5 - Closing

The Sub-Consultant shall serve as the Consultant's and the City's professional representative as the closing agent during the performance of the closing process. The Sub-Consultant shall abide by the provisions of Iowa Code Chapter 543B regarding the requirements of persons who perform closings of real estate transactions (including the disclosure of agency provisions). The Sub-Consultant shall provide proof of valid Iowa licenses and proof of required errors and omissions insurance.

The Sub-Consultant shall prepare all documents necessary to secure the required right-of-way in compliance with state and federal law. The Sub-Consultant shall notify all mortgage(s), liens(s), and security interest(s) holders of the pending transaction, and prepare and obtain releases necessary to obtain merchantable title to real and personal property acquired.

The Sub-Consultant shall provide closing payment information and payee instructions to the City (acquiring authority) in their transmittal letter with the completed parcel file for the closing and payment process to be performed by the City. The City shall complete final closing and transfer document recording.

The Sub-Consultant shall schedule closings, obtain signatures of each owner of interest on conveyance documents and explain and answer questions related to the closing process. The City shall provide proper and prompt payment to owners of interest.

The City shall comply with all Internal Revenue Service (IRS) rules and regulations pertaining to Form 1099 reporting requirements. The City shall gather data required for reporting, report data to property owners, the IRS, and the Iowa Department of Revenue, and deliver the City these records for the period of time required by the IRS.

The City shall record each document necessary to transfer title.

Task 6 - Condemnation Services (Task Not Included)

Condemnation Services are not included in this Scope of Services and these services will be completed under a supplemental agreement to this contract and shall include any appraisal service updates, updating of title opinions, and testimony required for the condemnation process.

Attachment No. 2

Schedule

The Consultant will complete the following phases of the Project in accordance with the schedule shown below. If unknown delays present themselves as the project proceeds through construction, the Consultant will work with the City to mutually adjust the schedule accordingly.

I. Real Estate Services

October 2022 to December 2022

Attachment No. 3 Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2022 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

North Four Mile Creek Trunk Sewer

This Agreement is made and entered into this 7th day of March, 2022, by and between City of Ankeny, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224) party of the second part, hereinafter referred to as "Consultant" as follows:

THE CITY HEREBY AGREES TO RETAIN THE CONSULTANT FOR THE PROJECT AS DESCRIBED IN THIS AGREEMENT AND CONSULTANT AGREES TO PERFORM THE PROFESSIONAL SERVICES AND FURNISH THE NECESSARY DOCUMENTATION FOR THE PROJECT AS GENERALLY DESCRIBED IN THIS AGREEMENT.

1. SCOPE OF SERVICES

Services provided under this Agreement shall be as further described in Attachment 1, Scope of Services.

2. SCHEDULE

The schedule of the professional services to be performed shall conform to the Schedule set forth in Attachment 2. Any deviations from the Schedule shall be approved by the authorized City representative. The City agrees that the Consultant is not responsible for delays arising from a change in the scope of services, a change in the scale of the Project or delays resulting from causes not directly or indirectly related to the actions of the Consultant.

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Attachment 3.

I. Basic Services of the Consultant	\$ 127,100.00
II. Construction Services	<u>Added via Amendment</u>
Total	\$ 127,100.00

B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.

C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

Any notice to the parties required under this agreement shall be in writing, delivered to the person designated below, by United States mail or in hand delivery, at the indicated address unless otherwise designated in writing.

FOR THE CITY:

Name: City of Ankeny
Attn: Don Clark, P.E.
Title: Director of Municipal Utilities
Address: 1210 NW Prairie Ridge Drive
City, State: Ankeny, IA 50023

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Andy Floy, P.E.
Title: Lead Civil Engineer
Address: 8191 Birchwood Court, Suite L
City, State: Johnston, Iowa 50131

6. GENERAL COMPLIANCE

In the conduct of the professional services contemplated hereunder, the Consultant shall comply with applicable state, federal, and local law, rules, and regulations and technical standards or specifications issued by the City. Consultant must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

7. STANDARD OF CARE

Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

Consultant will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, national origin, religion, age, handicap, or veteran status. Consultant will cooperate with the City in using Consultant's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

10. HOLD HARMLESS

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees (collectively, City) against all damages, liabilities, judgments or costs, including reasonable investigative fees, attorney's fees, and court costs, to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subcontractors, or anyone for whom Consultant is legally liable.

11. ASSIGNMENT

Consultant shall not assign or otherwise transfer this Agreement or any right or obligations therein without first receiving prior written consent of the City.

12. APPROPRIATION OF FUNDS

The funds appropriated for this Agreement are equal to or exceed the compensation to be paid to Consultant. The City's continuing obligations under this Agreement may be subject to appropriation of funding by the City Council. In the event that sufficient funding is not appropriated in whole or in part for continued performance of the City's obligations under this Agreement, or if appropriated funding is not expended due to City spending limitations, the City may terminate this Agreement without further compensation to the Consultant. To the greatest extent allowed by law, the City shall compensate Consultant as provided in Section 18(B) of this Agreement.

13. AUTHORIZED AMENDMENTS TO AGREEMENT

- A. The Consultant and the City acknowledge and agree that no amendment to this Agreement or other form, order or directive may be issued by the City which requires additional compensable work to be performed if such work causes the aggregate amount payable under the amendment, order or directive to exceed the amount appropriated for this Agreement as listed in Section 3, above, unless the Consultant has been given a written assurance by the City that lawful appropriation to cover the costs of the additional work has been made.
- B. The Consultant and the City further acknowledge and agree that no amendment to this Agreement or other form, order or directive which requires additional compensable work to be performed under this Agreement shall be issued by the City unless funds are available to pay such additional costs, and the Consultant shall not be entitled to any additional compensation for any additional compensable work performed under this Agreement. The Consultant expressly waives any right to additional compensation, whether in law or equity, unless prior to commencing the additional work the Consultant was given a written amendment, order or directive describing the additional compensable work to be performed and setting forth the amount of compensation to be paid, such amendment, order or directive to be signed by the authorized City representative. It is the Consultant's sole responsibility to know, determine, and ascertain the authority of the City representative signing any amendment, directive or order.

14. OWNERSHIP OF CONSULTING DOCUMENTS

All sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall become the property of the City; a reproducible set shall be delivered to the City at no additional cost to the City upon completion of the plans or termination of the services of the Consultant. All drawings and data shall be transmitted in a durable material, with electronic files provided when feasible to do so. The Consultant's liability for use of the sketches, tracings, plans, specifications, reports, and other data prepared under this Agreement shall be limited to the Project.

15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

16. COMPLIANCE WITH FEDERAL LAW

To the extent any federal appropriation has or will be provided for the Project, or any federal requirement is imposed on the Project, Consultant agrees that Consultant will comply with all relevant laws, rules and regulations imposed on City and/or Consultant necessary for receipt of the federal appropriation. Consultant shall provide appropriate certification regarding Consultant's compliance.

17. SOLICITATION AND PERFORMANCE

- A. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. The Consultant shall not engage the services of any person or persons in the employ of the City at the time of commencing such services without the written consent of the City.

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

The Consultant shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. If requested by the City, the Consultant shall execute and deliver and shall cause any sub-consultant or subcontractor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

20. SEVERABILITY

If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.

21. DISPUTE RESOLUTION

Should a dispute or conflict arise between the City and the Consultant during the design and construction of the Project, or following the completion of the Project, the City and the Consultant agree to submit the issues to formal non-binding mediation prior to exercising their right to commence litigation in a court of law. The parties shall each bear their own attorneys' fees, costs and expenses during mediation. The cost of the mediator shall be shared equally by the parties.

If a suit, action, arbitration or other legal proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party court costs provided by Iowa law and interest at the legal rate. The City and Consultant agree that the jurisdiction and venue for any legal proceeding arising from this Agreement are the Iowa District Court for Polk County.

22. MISCELLANEOUS HEADINGS

Title to articles, paragraphs, and subparagraphs are for information purposes only and shall not be considered a substantive part of this Agreement.

23. FURTHER ASSURANCES

Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to affect the provisions and purposes of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, no other counterpart needing to be produced, and all of which when taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

CONSULTANT

CITY OF ANKENY

BY: _____

BY: _____

Name: Andy Floy, P.E.

Mark E. Holm, Mayor

Title: Lead Civil Engineer

WITNESS

ATTEST

By: _____

By: _____

Name: Patrick P. Kueter, P.E.

Name: _____

Title: Client Director

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The North Four Mile Creek Trunk Sewer project is generally described as follows:

The project involves the design of a 30-inch sanitary sewer to provide capacity in the wastewater collection system north of NE 54th Street adjacent to N Ankeny Boulevard/US-69.

This scope of services is based on the following project assumptions:

- Design shall consist of the gravity sewer extension from the existing sanitary sewer located on the north side of NE 54th Street and run along the east side of N Ankeny Boulevard/US-69.
- Anticipated length of extension is approximately 4,200 feet
- Foth shall provide construction services as an amendment if needed

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project.

- The project duration is assumed to be eight (8) months.

Task 2 – Project Review Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include City of Ankeny Municipal Utilities and Foth. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development.

For budget purposes, it is assumed two (2) meetings will be attended by two (2) staff members of the Consultant.

Task 3 - Periodic Meetings with Local Elected Officials – Task Not Included

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with the Council Work Sessions. For estimating purposes, it is assumed that the Consultant will attend zero (0) meetings.

Task 4 - Project Permitting Coordination

The Consultant will assist the City in project clearance with governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall provide coordination with the following agencies:

- US Army Corps of Engineers
- Iowa Department of Natural Resources
- Iowa Department of Transportation
- Polk County

The Consultant will attend up to the following assumed meetings to assist in the coordination of the project development activities. For budget purposes, it is assumed that three (3) meetings will be attended by two (2) staff members of the Consultant.

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 5 - Individual Property Owner Meetings – Task Not Included

The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition Segments of the project. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs, and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultants project manager will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important, and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. It is anticipated that the following meetings with 0 individual property owners involved in the right-of-way acquisitions will be required.

- Zero (0) meetings with zero (0) property owners.

Task 6 – Design Development Exhibit Preparation

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

Task 7 – Individual Parcel Exhibits

The Consultant will prepare individual property acquisitions exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

- Two (2) Exhibits

PHASE 20 – DESIGN SURVEYS

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform limited topographic surveys required for the development of the conceptual design. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping. Assume that additional topographic surveys will be required for preparation of final construction plans.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

Task 7 - Soil-Boring Location Surveys

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of the following number of soil borings:

- Eight (8) borings.

Task 8 – Utility Relocation Staking (Task not included)

Task 9 - Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter following the City review and approval.

Task 10 - Easement Staking

This task consists of staking the easement locations for purposes or property negotiations. The staking survey includes the marking of key easement location points in order to visualize the locations in the field and will also include marking of existing property lines locations. For the purpose of this agreement, all permanent and temporary easements will be staked one (1) time.

Task 11 – Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

PHASE 22 – ACQUISITION PLATS

For budgetary purposes, it is assumed that two (2) parcels are within the project limits.

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

The Consultant will prepare acquisition plats and legal descriptions for property to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats = 0 each (FE)
- Temporary Construction Easement = 0 each (TE)
- Sanitary Easements = 1 each (PE)

The following table summarizes the anticipated project acquisitions, for which this scope of service task has been developed:

No.	Parcel Name	Fee-Title ROW (FE)	Temporary Easements (TE)	Permanent Easements (PE)
1	Denny Elwell Family LC	n/a	1	1
2	Dennis S and Manda J Elwell	n/a	1	0
Totals		n/a	2	1

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions will be “of” descriptions and not be metes & bounds descriptions. The plats and legal descriptions will comply with requirements of the Iowa Code and will be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. The plats will also be completed in accordance with the City requirements.

PHASE 25 – GEOTECHNICAL SERVICES

Task 1 – Soil Borings (Subconsultant Terracon Consultants, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after sewer alignment has been selected. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. The task involves completing eight (8) borings 30-ft deep. The borings will be for purposes of the utility design, moisture contents, groundwater levels, laboratory testing and engineering analysis. The soil borings shall include coordination of traffic control measures and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the soil borings.

This subsurface exploration will include laboratory testing, engineering analysis, trench design and a written report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Trench excavation and backfill
- Bearing soils for sanitary sewer and manholes
- Pipe and Manhole structure subgrade preparation
- Settlement and global slope stability review, if applicable
- Expansive soil design considerations, if applicable
- Discussions of potential need for dewatering

PHASE 30 – ENVIRONMENTAL SERVICES

The Consultant will complete the following environmental services.

Task 1 - Wetland and Waters of the U.S. Delineation

The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation. Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
- Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
- Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
- Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland boundaries. Fees for standard surveying have not been included in this proposal.
- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

Task 2 - Threatened & Endangered Species Habitat Assessment

The Consultant will retain a subcontractor to perform a Threatened and Endangered (T&E) habitat assessment of the project area. The T&E Habitat Assessment will include a review of FWS's Planning and Consultation System and the IDNR's Natural Areas Inventory database to identify species of concern and records of known occurrences. A walking survey of the project area will be conducted to assess the potential for T&E species. An acoustic survey will be conducted in accordance with the FWS 2021 Range-Wide Indiana Bat Survey Guidance to evaluate the presence/probable absence of T&E bat species. A report will be prepared to document the findings of the database search, field survey and acoustic survey.

Task 3 - Phase I Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Task 4 – Section 404 Permit Application

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The proposed utility project would likely be covered under Nationwide Permit (NWP) 12 for Utility Line Activities. Under NWP 12, mitigation is generally not required for temporary WUS or emergent wetland impacts if the ground surface is restored to pre-construction elevations upon completion of the project.

PHASE 44 – PELIMINARY DESIGN (SANITARY SEWER)

The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

The Consultant will complete the preparation of preliminary plans for the sanitary sewer improvements. The primary focus will be on utility improvements, including development of typical trench sections, identification of related street/utility improvements, and other necessary construction elements. The preliminary plans will also incorporate potential elements that may affect the corridor including property impacts. The plans will show existing topographic features, utility improvements and right-of-way/easement requirements.

Task 1 - Data Collection & Review (Task not used)

Task 2 - Develop Design Criteria

The Consultant will develop project design criteria to be used in developing utility improvements. Criteria will conform to the Statewide Urban Design Standards. The criteria to be addressed include:

- Typical utility improvement details.
- Maintenance of traffic/property access during construction, including access requirements, allowable street closures, and other issues (i.e. emergency vehicles, property owners, pedestrians and/or bicycles).
- Provisions for resolution of utility conflicts, including necessary relocations.

The Consultant will distribute conceptual plans to utility companies for their review, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 3 - Develop Trench Sections

The Consultant will develop typical trench sections for the utility improvements. This task consists of preparation of typical trench sections, including permanent sanitary sewer easement widths, right-of-way widths, and utility locations.

Task 4 – Preparation of Preliminary Design Plans

The Consultant will prepare conceptual design plans, which will be approximately 60 percent complete and shall consist of the following tasks:

Plan Preparation - Title Sheet and Typical Sections (A and B Sheets)

Prepare title and typical section sheets for each of the proposed project segments.

Plan Preparation – Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with their appropriate tabulations.

Plan Preparation - Plan and Profile (D Sheets)

Prepare preliminary plan and profile drawings at a scale of 1"=50' horizontal and 1"=5' vertical. These drawings will show base mapping and proposed sanitary sewer alignments. Include sanitary sewer, storm sewer, water main and other existing utility information, existing and proposed right-of-way, easements, and sewer profiles. These drawings will also show existing topographic information and proposed grading utility improvements along the project corridor.

Plan Preparation - Special Construction Details (U Sheets)

This task consists of the design and drafting associated with the preliminary assembly of modified standards and special details.

Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of conceptual plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the conceptual engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Task 5 - Public Utility Review

This task includes review of existing public utilities, including electric, gas, telephone and cable. Also includes analyzing the effects of the proposed improvements will have on the existing utilities and identifying potential public utility corridors.

Task 6 - Field Exam

This task includes a Field Exam will with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for Final Plans.

Task 7 – Opinion of Probable Construction Costs

The Consultant will prepare a preliminary opinion of probable construction cost for the project. The Opinion of Probable Construction Cost is intended for the use of the City in capital improvement planning and financing the Project. Conceptual cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the conceptual cost estimate.

PHASE 48- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS

Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, contract drawings, specifications and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets) - Finalize title sheet. The title sheets will include the Index of Sheets, Legend, Location Map and Project Number.

Final Typical Sections and Final Details (B Sheets) - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets) - This item consists of final bid items to be included in the Project, as well as final quantity tabulations, the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the project.

Final Plan and Profiles (D Sheets) - This item consists of the final design and drafting of sanitary sewer plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties, Bench Marks and Alignment Information (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. Provide the centerline alignment tangent and curve data.

Traffic Control, Staging and Trail Signing (J Sheets) – This item consists of final design and drafting of the traffic control, staging, and haul road information.

Final Erosion Control (R Sheets) – This item consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration locations.

Final Construction Details (U Sheets) - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, bank grading, special stabilization details, and other required miscellaneous details found to be required for completion of the project.

Task 2 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR Wastewater Construction Permit
- Use of Highway Right-of-Way for Utilities Accommodation
- Section 404
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Consultant. The Consultant shall provide technical criteria, written descriptions and design data for use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 3 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. The Statewide Urban Design and Specifications (SUDAS) manuals shall be utilized for this project.

Task 4 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Task 5 - Quality Control

Involve ongoing quality control input from the Project Team and the Consultant's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set to the Project Team.

PHASE 60 - PROJECT BIDDING

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting per sewer phase has been included as part of this Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant, with six (6) of those being delivered to the City. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice to Bidders and Notice of Public Hearing.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents. For estimating purposes, one (1) addendum will be issued.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Project Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Wetland & WUS Delineation Report
- T&E Habitat Assessment
- Phase I Cultural Resource Survey
- Section 404 Permit Application
- Five (5) sets of the original Final Construction drawings (half-size 11"x17") and two (2) final Project Manuals.
- Two (2) copies of Parcel Exhibits
- Permanent and Temporary Easement Plats (3 copies of original signed plats)

ADDITIONAL SERVICES:

Additional Services are **not** included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) State Revolving Fund (SRF) Applications
- 2.) Right of Way Services
- 3.) Review Appraisals
- 4.) Eminent Domain proceedings
- 5.) Mitigation Plan
- 6.) USACE Meetings or additional data collection
- 7.) Alternative Analysis for Individual Permit
- 8.) NEPA Evaluation
- 9.) T&E Botanical or Insect Surveys
- 10.) As-Constructed Documentation for the Section 404 Permit
- 11.) Major HEC-RAS Water Surface Modeling
- 12.) Contaminated Soils Investigations
- 13.) Streetscape Design
- 14.) Traffic Signal Design
- 15.) Structural/Retaining Wall Design
- 16.) Bridge Design
- 17.) Special Geotechnical Considerations
- 18.) Subsurface Utility Investigations
- 19.) Storm Water Pollution Prevention Monitoring
- 20.) Construction Period Services
- 21.) Construction Period Testing Services

CITY'S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.
2. Provide existing street and utility plans/record drawings and utility maps for the project area.
3. Provide existing topographic base mapping, aerial photo images and other available electronic files pertinent to the Project.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	February 22, 2022
A. Project Coordination	March – October 2022
B. Design Survey	March – April 2022
C. Legal Survey and Platting	May – June 2022
D. Environmental Services	April – July 2022
E. Preliminary Design	April – May 2022
F. Final Design and Specifications	July - August 2022
G. Letting	October 2022

ATTACHMENT 3 - SCHEDULE OF FEES

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2022 STANDARD HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$208.00
Project Manager	\$178.00-\$205.00
Project Engineer	\$147.00-\$196.00
Staff Engineer	\$121.00-\$146.00
Planner	\$121.00-\$194.00
Project Scientist	\$121.00-\$147.00
Technology Manager	\$173.00
Technician	\$82.00-149.00
Construction Manager	\$173.00
Land Surveyor	\$138.00-\$173.00
Project Administrator	\$80.00-\$100.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the current standard mileage reimbursement established by the Internal Revenue Service.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice.
4. All other direct expenses will be invoiced at cost.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2022. Rates subject to change annually on January 1.



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$450.00 to Iowa Signal, Inc., for construction services on the SW State Street Fiber Relocation project.

EXECUTIVE SUMMARY:

This change order is for additional work necessary to install breaker panel equipment into City provided traffic signal cabinet.

This change order also modifies the Interim Completion Date from April 5th, 2023 to April 28th, 2023.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1

CHANGE ORDER FORM



Project Title: SW State Street Fiber Optic Relocation
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Circle, Grimes, IA 50111
Finance Budget Code: 998.3998.4456 **Finance Project #** 998.4456
Vendor Project or Invoice #: **PO #** NA
Original Contract Date: February 6, 2023 **Vendor #** 644

Change Order Number: 1

Change Order Date: April 17, 2023

Purpose of Change Order:

Extra work necessary for Contractor to install breaker panel equipment into City provided traffic signal cabinet. Change of Fee on Item #1 below. See attached email correspondence for additional details.

This change order also modifies the Interim Completion Date from April 5th, 2023 to April 28th, 2023. No change in cost associated with this.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Traffic Signal Cabinet - Break Panel Extra Work	EA	1.00	\$ 450.00	\$ 450.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 450.00**

Contractor Accepted: Iowa Signal, Inc.

Signature: [Signature] Firm Name: Iowa Signal, Inc.
 Date: 3-29-23

Engineer Approved: HR Green, Inc.

Signature: [Signature] Firm Name: HR Green, Inc.
 Date: 4-4-2023

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 257,156.40
1	April 17, 2023	\$ 450.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 257,606.40**



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$58,996.47 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
2.01	2010-A	Clearing and Grubbing	UNIT	42.5		42.5	\$ 155.00	\$ 6,587.50		\$ -	42.5	42.5	\$ 6,587.50	-	100.00%
2.02	2010-D-1	Topsoil, On-site, 6 Inch Depth	CY	3,244		3,244	\$ 18.00	\$ 58,392.00		\$ -	2595	2595	\$ 46,710.00	649	79.99%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	\$ 10.00	\$ 71,250.00	356	\$ 3,560.00	6412.5	6768.5	\$ 67,685.00	357	95.00%
2.04	2010-G	Subgrade Preparation, 6 Inch Depth	SY	14,836		14,836	\$ 2.50	\$ 37,090.00		\$ -	13465.9	13465.9	\$ 33,664.75	1,370	90.77%
2.05	2010-G	Subgrade Preparation, 12 Inch Depth	SY	5,379		5,379	\$ 4.00	\$ 21,516.00		\$ -	643	643	\$ 2,572.00	4,736	11.95%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SY	2,000		2,000	\$ 6.00	\$ 12,000.00		\$ -	27	27	\$ 162.00	1,973	1.35%
2.07	2010-I	Subbase, Modified, 8 Inch Depth	SY	15,527		15,527	\$ 13.00	\$ 201,851.00		\$ -	13994.3	13994.3	\$ 181,925.90	1,533	90.13%
2.08	2010-I	Subbase, Modified, 12 Inch Depth	SY	130		130	\$ 28.00	\$ 3,640.00		\$ -	140	140	\$ 3,920.00	(10)	107.69%
2.09	2010-L	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00		\$ -	0.8	0.8	\$ 4,000.00	0	80.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	0.8	0.8	\$ 1,200.00	0	80.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00		\$ -	448	448	\$ 26,880.00	-	100.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16		16	\$ 100.00	\$ 1,600.00		\$ -	0	0	\$ -	16	0.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132		132	\$ 110.00	\$ 14,520.00		\$ -	128	128	\$ 14,080.00	4	96.97%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16		16.0	\$ 120.00	\$ 1,920.00		\$ -	19.5	19.5	\$ 2,340.00	(3.5)	121.88%
4.05	4020-A-1	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8		8	\$ 150.00	\$ 1,200.00		\$ -	8	8	\$ 1,200.00	-	100.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440		440	\$ 20.00	\$ 8,800.00		\$ -	374	374	\$ 7,480.00	66	85.00%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153		3,153	\$ 12.00	\$ 37,836.00		\$ -	3153	3153	\$ 37,836.00	-	100.00%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1		1	\$ 500.00	\$ 500.00		\$ -	1	1	\$ 500.00	-	100.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	\$ 350.00	\$ 13,300.00		\$ -	38	38	\$ 13,300.00	-	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615		2,615	\$ 80.00	\$ 209,200.00		\$ -	2615	2615	\$ 209,200.00	-	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40		40	\$ 75.00	\$ 3,000.00		\$ -	40	40	\$ 3,000.00	-	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85		85	\$ 70.00	\$ 5,950.00		\$ -	65	65	\$ 4,550.00	20	76.47%
5.04	5010-A-2	Water Main, Trenchless, PVC, 10 Inch Diameter	LF	50		50	\$ 300.00	\$ 15,000.00		\$ -	50	50	\$ 15,000.00	-	100.00%
5.05	5010-C-1	Fitting, By Weight	LB	1,858		1,858	\$ 12.00	\$ 22,296.00		\$ -	1656	1656	\$ 19,872.00	202	89.13%
5.06	5020-A	Valve, Gate, 12 Inch Diameter	EA	4		4	\$ 4,000.00	\$ 16,000.00		\$ -	4	4	\$ 16,000.00	-	100.00%
5.07	5020-A	Valve, Gate, 10 Inch Diameter	EA	1		1	\$ 3,500.00	\$ 3,500.00		\$ -	1	1	\$ 3,500.00	-	100.00%
5.08	5020-A	Valve, Gate, 8 Inch Diameter	EA	1		1	\$ 3,000.00	\$ 3,000.00		\$ -	1	1	\$ 3,000.00	-	100.00%
5.09	5020-A	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 Inch	EA	1		1	\$ 7,500.00	\$ 7,500.00		\$ -	1	1	\$ 7,500.00	-	100.00%
5.11	5020-B	Service Saddle Tap, 2 Inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	\$ 5,500.00	\$ 11,000.00		\$ -	2	2	\$ 11,000.00	-	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	\$ 500.00	\$ 2,000.00		\$ -	4	4	\$ 2,000.00	-	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1	1	\$ 1,500.00	-	100.00%
5.15	5020-J	Valve Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -	2	2	\$ 1,000.00	-	100.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77		77	\$ 20.00	\$ 1,540.00		\$ -	68	68	\$ 1,360.00	9	88.31%
5.17	5010-999-B	Filling and Plugging Water Main, 12 Inch Diameter	LF	93		93	\$ 50.00	\$ 4,650.00		\$ -	93	93	\$ 4,650.00	-	100.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -	2	2	\$ 1,000.00	-	100.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -	2	2	\$ 3,000.00	-	100.00%
5.20	5999-A	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445		445	\$ 45.00	\$ 20,025.00		\$ -	445	445	\$ 20,025.00	-	100.00%
5.21	5999-B	12 Inch Ground Box	EA	4		4	\$ 1,000.00	\$ 4,000.00		\$ -	0	0	\$ -	4	0.00%
6.01	6010-A	Manhole, SW-401, 48 Inch Diameter	EA	4		4	\$ 3,500.00	\$ 14,000.00		\$ -	4	4	\$ 14,000.00	-	100.00%
6.02	6010-A	Manhole, SW-401, 60 Inch Diameter	EA	2		2	\$ 5,000.00	\$ 10,000.00	2	\$ 10,000.00	0	2	\$ 10,000.00	-	100.00%
6.03	6010-A	Manhole, SW-401, 72 Inch Diameter	EA	1		1	\$ 8,000.00	\$ 8,000.00		\$ -	1	1	\$ 8,000.00	-	100.00%
6.04	6010-B	Intake, SW-501	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -	4	4	\$ 12,000.00	-	100.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
6.06	6010-B	Intake, SW-503	EA	2		2	\$ 4,500.00	\$ 9,000.00		\$ -	1	1	\$ 4,500.00	1	50.00%
6.07	6010-B	Intake, SW-505	EA	6		6	\$ 4,000.00	\$ 24,000.00		\$ -	5	5	\$ 20,000.00	1	83.33%
6.08	6010-B	Intake, SW-506, Modified	EA	1		1	\$ 8,500.00	\$ 8,500.00		\$ -	1	1	\$ 8,500.00	-	100.00%
6.09	6010-E	Intake Adjustment, Minor	EA	7		7	\$ 500.00	\$ 3,500.00		\$ -	3	3	\$ 1,500.00	4	42.86%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	1	1	\$ 1,500.00	2	33.33%
6.11	6010-F	Intake Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	1	1	\$ 1,500.00	2	33.33%
6.12	6010-G	Connection to Existing Intake	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	2	2	\$ 3,000.00	(1)	200.00%
6.13	6010-H	Remove Manhole	EA	4		4	\$ 1,500.00	\$ 6,000.00		\$ -	1	1	\$ 1,500.00	3	25.00%
6.14	6010-H	Remove Intake	EA	11		11	\$ 1,500.00	\$ 16,500.00	2	\$ 3,000.00	7	9	\$ 13,500.00	2	81.82%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445		16,445	\$ 80.00	\$ 1,315,600.00		\$ -	11476	11476	\$ 918,080.00	4,969.0	69.78%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003		1,003	\$ 85.00	\$ 85,255.00		\$ -	565	565	\$ 48,025.00	438	56.33%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45		45	\$ 80.00	\$ 3,600.00		\$ -	0	0	\$ -	45	0.00%
7.04	7010-F	Beam Curb	LF	337		337	\$ 30.00	\$ 10,110.00		\$ -	174	174	\$ 5,220.00	163	51.63%
7.05	7010-G	Concrete Median, 6 Inch Depth	SY	669		669	\$ 80.00	\$ 53,520.00		\$ -	113	113	\$ 9,040.00	556	16.89%
7.06	7010-G	Concrete Median, Doweled, 6 Inch Depth	SY	154		154	\$ 150.00	\$ 23,100.00		\$ -	0	0	\$ -	154	0.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	\$ 16,000.00	\$ 16,000.00		\$ -	0.7	0.7	\$ 11,200.00	0	70.00%
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	\$ 12.00	\$ 25,068.00	368.15	\$ 4,417.80	1616.4	1984.55	\$ 23,814.60	104	95.00%
7.09	7030-A	Removal of Driveway	SY	1,759		1,759	\$ 12.00	\$ 21,108.00		\$ -	1759	1759	\$ 21,108.00	-	100.00%
7.10	7030-E	Sidewalk, PCC, 6 Inch Depth	SY	267		267	\$ 60.00	\$ 16,020.00		\$ -	166.3	166.3	\$ 9,978.00	101	62.28%
7.11	7030-E	Sidewalk, PCC, 5 Inch Depth	SY	990		990	\$ 50.00	\$ 49,500.00		\$ -	433.9	433.9	\$ 21,695.00	556	43.83%
7.12	7030-E	Sidewalk, PCC, 4 Inch Depth	SY	809		809	\$ 50.00	\$ 40,450.00		\$ -	311.1	311.1	\$ 15,555.00	498	38.45%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185		185	\$ 150.00	\$ 27,750.00		\$ -	101	101	\$ 15,150.00	84	54.59%
7.14	7030-G	Detectable Warning, Galvanized Steel	SF	415		415	\$ 55.00	\$ 22,825.00		\$ -	242	242	\$ 13,310.00	173	58.31%
7.15	7030-H-1	Driveway, Paved, PCC, 7 Inch Depth	SY	808		808	\$ 80.00	\$ 64,640.00		\$ -	808	808	\$ 64,640.00	-	100.00%
7.16	7030-H-2	Driveway, Granular, 6 Inch	TON	25		25	\$ 45.00	\$ 1,125.00		\$ -	0	0	\$ -	25	0.00%
7.17	7040-H	Pavement Removal	SY	3,004		3,004	\$ 16.00	\$ 48,064.00	210	\$ 3,360.00	2278.2	2488.2	\$ 39,811.20	516	82.83%
7.18	7040-I	Curb and Gutter Removal	LF	3,461		3,461	\$ 20.00	\$ 69,220.00		\$ -	2342.1	2342.1	\$ 46,842.00	1,119	67.67%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1		1	\$ 230,000.00	\$ 230,000.00		\$ -	0	0	\$ -	1	0.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1		1	\$ 255,000.00	\$ 255,000.00		\$ -	0.95	0.95	\$ 242,250.00	0	95.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	\$ 6,000.00	\$ 6,000.00		\$ -	1	1	\$ 6,000.00	-	100.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	\$ 100.00	\$ 24,300.00		\$ -	0	0	\$ -	243	0.00%
8.05	8020-F	Wet, Retroreflective Removable Tape Markings	STA	44		44	\$ 140.00	\$ 6,160.00		\$ -	14.12	14.12	\$ 1,976.80	30	32.09%
8.06	8020-G	Painted Symbols and Legends, Durable	EA	32		32	\$ 225.00	\$ 7,200.00		\$ -	0	0	\$ -	32	0.00%
8.07	8020-J	Raised Pavement Markers	EA	245		245	\$ 9.50	\$ 2,327.50		\$ -	0	0	\$ -	245	0.00%
8.08	8020-K	Pavement Markings Removed	STA	147		147	\$ 85.00	\$ 12,495.00		\$ -	0	0	\$ -	147	0.00%
8.09	8020-L	Symbols and Legends Removed	EA	11		11	\$ 125.00	\$ 1,375.00		\$ -	0	0	\$ -	11	0.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200		200	\$ 85.00	\$ 17,000.00		\$ -	0	0	\$ -	200	0.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32		32	\$ 125.00	\$ 4,000.00		\$ -	0	0	\$ -	32	0.00%
8.12	8030-A	Temporary Traffic Control	LS	1		1	\$ 50,000.00	\$ 50,000.00	0.1	\$ 5,000.00	0.8	0.9	\$ 45,000.00	0	90.00%
8.13	8030-999-A	Flagger	CDAY	30		30	\$ 750.00	\$ 22,500.00		\$ -	0	0	\$ -	30	0.00%
8.14	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	70		70	\$ 100.00	\$ 7,000.00	7	\$ 700.00	34	41	\$ 4,100.00	29	58.57%
8.15	8999-A	Fiber Optic Cable, 96-CNT	LF	3,130		3,130	\$ 3.00	\$ 9,390.00		\$ -	1878	1878	\$ 5,634.00	1,252	60.00%
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660		2,660	\$ 12.00	\$ 31,920.00		\$ -	2660	2660	\$ 31,920.00	-	100.00%
8.17	8999-B	Fiber Optic Splice	EA	102		102	\$ 55.00	\$ 5,610.00		\$ -	62	62	\$ 3,410.00	40	60.78%
8.18	8999-B	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1		1	\$ 1,200.00	\$ 1,200.00		\$ -	1	1	\$ 1,200.00	-	100.00%
8.19	8999-B	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	3	3	\$ 4,500.00	-	100.00%
8.20	8999-B	Splice Case	EA	1		1	\$ 650.00	\$ 650.00		\$ -	0	0	\$ -	1	0.00%
8.21	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1		1	\$ 121.00	\$ 121.00		\$ -	0	0	\$ -	1	0.00%
8.22	8999-B	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1		1	\$ 450.00	\$ 450.00		\$ -	0	0	\$ -	1	0.00%
8.23	8999-B	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1		1	\$ 550.00	\$ 550.00		\$ -	0	0	\$ -	1	0.00%
8.24	8999-B	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3		3	\$ 498.00	\$ 1,494.00		\$ -	0	0	\$ -	3	0.00%
8.25	8999-B	Fiber Hub Cabinet Footing	EA	1		1	\$ 1,800.00	\$ 1,800.00		\$ -	1	1	\$ 1,800.00	-	100.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1		1	\$ 950.00	\$ 950.00		\$ -	1	1	\$ 950.00	-	100.00%
8.27	8999-D	Traffic Signs, Removals and Installation	LS	1		1	\$ 20,000.00	\$ 20,000.00		\$ -	0.5	0.5	\$ 10,000.00	1	50.00%
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	3.6		3.6	\$ 750.00	\$ 2,700.00		\$ -	0	0	\$ -	3.6	0.00%
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	3.6		3.6	\$ 2,500.00	\$ 9,000.00		\$ -	0.01	0.01	\$ 25.00	3.6	0.28%
9.03	9020-A	Sod	SQ	9		9	\$ 200.00	\$ 1,800.00		\$ -	0	0	\$ -	9	0.00%
9.04	9040-D-1	Filter Sock, 9 Inch Diameter	LF	5,435		5,435	\$ 2.75	\$ 14,946.25		\$ -	1488	1488	\$ 4,092.00	3,947	27.38%
9.05	9040-D-2	Filter Socks, Removal	LF	5,435		5,435	\$ 0.50	\$ 2,717.50		\$ -	0	0	\$ -	5,435	0.00%
9.06	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	7.2		7.2	\$ 3,500.00	\$ 25,200.00	0.25	\$ 875.00	2.65	2.9	\$ 10,150.00	4.3	40.28%
9.07	9040-T-1	Inlet Protection Device, Surface-Applied	EA	28		28	\$ 185.00	\$ 5,180.00	10	\$ 1,850.00	0	10	\$ 1,850.00	18	35.71%
9.08	9040-T-1	Inlet Protection Device, Drop-in	EA	38		38	\$ 200.00	\$ 7,600.00	59	\$ 11,800.00	38	97	\$ 19,400.00	(59)	255.26%
9.09	9040-T-2	Inlet Protection Device, Maintenance	EA	76		76	\$ 40.00	\$ 3,040.00		\$ -	3	3	\$ 120.00	73	3.95%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CY	39		39	\$ 450.00	\$ 17,550.00		\$ -	39	39	\$ 17,550.00	-	100.00%
11.01	11,020-A	Mobilization	LS	1		1	\$ 280,000.00	\$ 280,000.00		\$ -	1	1	\$ 280,000.00	-	100.00%
11.02	11,040-B	Temporary Granular Sidewalk	SY	300		300	\$ 20.00	\$ 6,000.00		\$ -	150	150	\$ 3,000.00	150	50.00%
11.03	11,050-A	Concrete Washout, Roll-off Container	LS	1		1	\$ 10,000.00	\$ 10,000.00		\$ -	0.7	0.7	\$ 7,000.00	0	70.00%
11.04	11,999-A	Remove, Salvage, and Relocate Mailbox	EA	2		2	\$ 1,750.00	\$ 3,500.00		\$ -	1	1	\$ 1,750.00	1	50.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
Change Order															
4.10	4020-999-A	Storm Pipe Collar	EA		2	2	\$ 1,431.90	\$ 2,863.80		\$ -	2	2	\$ 2,863.80	-	100.00%
8.28	8999-E	Traffic Signal Foundation Casings	EA		2	2	\$ 3,108.00	\$ 6,216.00		\$ -	2	2	\$ 6,216.00	-	100.00%
5.20	5020-B	Water Service Stubs, 1 Inch Dia., Copper	EA		1	1	\$ 3,885.00	\$ 3,885.00		\$ -	1	1	\$ 3,885.00	-	100.00%
8.29	8999-F	Temporary Pedestrian Push Buttons	EA		4	4	\$ 555.00	\$ 2,220.00		\$ -	4	4	\$ 2,220.00	-	100.00%
8.30	8020-B	Painted Pavement Markings, Solvent	STA		86	86	\$ 47.18	\$ 4,057.48		\$ -	86	86	\$ 4,057.48	-	100.00%
8.31	8020-G	Painted Symbols and Legends, Solvent	EA		22	22	\$ 138.75	\$ 3,052.50		\$ -	22	22	\$ 3,052.50	-	100.00%
8.32	8030-A	Temporary Traffic Control - Winter Shutdown	LS		1	1	\$ 1,665.00	\$ 1,665.00		\$ -	1	1	\$ 1,665.00	-	100.00%
8.33	8999-G	Traffic Signs, Installation and Removal	EA		7	7	\$ 166.50	\$ 1,165.50	3.5	\$ 582.75	3.5	7	\$ 1,165.50	-	100.00%
2.11	2999-A	Rock Safety Edge	TON		330	330	\$ 24.80	\$ 8,184.00	330	\$ 8,184.00	0	330	\$ 8,184.00	-	100.00%
7.19	7010-A	Temporary PCC Connections	SY		68	68	\$ 129.00	\$ 8,772.00	68	\$ 8,772.00	0	68	\$ 8,772.00	-	100.00%
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE								\$ 4,038,306.03		\$ 62,101.55			\$ 2,895,428.03		71.70%

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	\$ 51,424.45
2	6/20/2022	\$ 120,489.26
3	7/18/2022	\$ 475,828.78
4	8/15/2022	\$ 256,068.32
5	9/19/2022	\$ 623,729.53
6	10/17/2022	\$ 546,415.68
7	11/21/2022	\$ 304,390.02
8	12/19/2022	\$ 287,612.83
9	1/3/2023	\$ 25,701.29
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TOTAL \$ 2,691,660.16

Please update Payment Application Sheet

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	9/19/2022	\$ 12,964.80
2	10/17/2022	\$ 2,220.00
3	12/19/2022	\$ 9,940.48
4	4/14/2023	\$ 16,956.00
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TOTAL		\$ 42,081.28

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	18
Contract Time to Date:	128.5
Time Used to Date:	81%
Contract Time Remaining:	19%



April 7, 2023

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

RE: NW 36TH STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD
PARTIAL PAYMENT APPLICATION NO. 10
CHANGE ORDER NO. 4
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 10 includes work completed between December 18, 2022, and April 1, 2023. The Contractor's work through this period includes installing erosion control devices, adjusting traffic control, grading, and removals. We recommend payment of \$58,996.47 to the Contractor, Absolute Concrete Construction, Inc., for work completed through April 1, 2023. 71.7% of the total contract work has been completed and 128.5 of the 158 working days (81%) have been charged through the pay application.

Change Order No. 4 includes winterization of the work site ahead of winter shutdown. This change order adds fifteen (15) working days to the Contract. We recommend approval of change order no. 4 in the amount of \$16,956.00.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the April 17, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.
Project Manager

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



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$5,850.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation 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



Project Title: Delaware Ground Storage Reservoir Rehabilitation Project
Contractor: DIXON Engineering, Inc.
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 637.3637.4210 Finance Project #: 637.4210
Vendor Project #: IA2023TSW-5000 Purchase Order #:
Original Contract Date: January 3, 2023 Vendor Account #: 9477

Date of Council Meeting: April 17, 2023 Payment Application #: 1

Payment Period: From: January 3, 2023 Through: April 10, 2023

Contract Summary:

Original Contract Amount: \$ 7,225.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 7,225.00

Total Completed and Stored to Date: \$ 5,850.00
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 5,850.00
Less Previous Applications for Payment: \$ -
SUBTOTAL: \$ 5,850.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 5,850.00

Balance to Finish, Including Retainage: \$ 1,375.00

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

DIXON Engineering, Inc.

Firm Name

Signature

Date

April 10, 2023

City of Ankeny Staff Approval:

Signature

Date

4-10-23

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

dclark@ankenyiowa.gov

Phone Number:

515-963-3529

Date Printed: 4/10/2023

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 23-0300
Date 04/07/2023
Project IA2023TSW-5000 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
500,000 Gallon Reservoir - Delaware #15 77 03 02			
Technical Specifications, Bidding & Contract Documents	5,850.00	0.00	5,850.00
Bid Opening Meeting	1,375.00	0.00	0.00
Subtotal	7,225.00	0.00	5,850.00
Total	7,225.00	0.00	5,850.00

Invoice total 5,850.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice-payment/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$193,428.65 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: April 17, 2023 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: March 27, 2023 Through: April 1, 2023

Contract Summary

Original Contract Amount: \$ 9,993,000.00
Net change by Change Orders:
Contract Amount to Date: (line 1 ± 2) \$ 9,993,000.00

Total completed and stored to date: \$ 199,410.98
Retainage: 3 % of Completed Work: \$ 5,982.33
Total Earned less Retainage: \$ 193,428.65
Less previous applications for payment: \$ -
SUBTOTAL \$ 193,428.65

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 193,428.65

Balance to finish, including retainage: \$ 9,799,571.35

Contract Time Remaining (If applicable) 115.00 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: Elder Corporation

Signature: Wendy Harries Firm Name: Elder Corporation Date: 4/7/23

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: Jordan Stoecker Firm Name: Snyder & Associates, Inc. Date: 4/7/23

City of Ankeny Staff Approval:

Signature: Adam Lust Date: 04/07/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 3	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	UNIT	1335						1,335.00	\$ 59.00	\$ 78,765.00	1,223.70			\$72,199.30	\$ -	\$ -	\$72,199.30				0.00	1,223.70	0.00	0.00	1,223.70	\$ 72,199.30	\$ -	\$ -	\$ 72,199.30	111.30	91.66%
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	\$ 6.75	\$ 54,951.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,141.00	0.00%
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	\$ 6.50	\$ 73,508.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	11,309.00	0.00%
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	\$ 9.15	\$ 95,855.40				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	10,476.00	0.00%
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400						400.00	\$ 50.00	\$ 20,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	400.00	0.00%
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	\$ 12.00	\$ 15,144.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,262.00	0.00%
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	\$ 24.00	\$ 111,504.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,646.00	0.00%
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	\$ 28.50	\$ 4,845.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	170.00	0.00%
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	\$ 1.75	\$ 38,318.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	21,896.00	0.00%
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	\$ 1,900.00	\$ 102,030.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	53.70	0.00%
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000						4,000.00	\$ 4.50	\$ 18,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,000.00	0.00%
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	\$ 61.00	\$ 41,785.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	685.00	0.00%
13	MODIFIED SUBBASE, 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629		975				8,604.00	\$ 61.50	\$ 529,146.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,604.00	0.00%
14	GRANULAR SHOULDERS, TYPE A	TON	80						80.00	\$ 64.50	\$ 5,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	80.00	0.00%
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	\$ 500.00	\$ 82,375.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	164.75	0.00%
16	REMOVAL OF CURB	STA	0.5						0.50	\$ 2,200.00	\$ 1,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.50	0.00%
17	RELOCATION OF MAIL BOXES	EACH	9						9.00	\$ 590.00	\$ 5,310.00	1.00			\$ 590.00	\$ -	\$ -	\$ 590.00				0.00	1.00	0.00	0.00	1.00	\$ 590.00	\$ -	\$ -	\$ 590.00	8.00	11.11%
18	BRIDGE APPROACH, BR-201	SY	248						248.00	\$ 237.00	\$ 58,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	248.00	0.00%
19	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	\$ 96.00	\$ 335,328.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	3,493.00	0.00%
20	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	\$ 84.00	\$2,830,548.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	\$ 141.00	\$ 3,807.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	27.00	0.00%
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	\$ 136.00	\$ 81,056.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	596.00	0.00%
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	\$ 39,000.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%
25	TEMPORARY PAVEMENT, 6 INCH	SY	925						925.00	\$ 56.00	\$ 51,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	925.00	0.00%
26	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	7						7.00	\$ 49.00	\$ 343.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%
27	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%
28	REMOVAL OF EXISTING STRUCTURES	LS	1						1.00	\$ 50,000.00	\$ 50,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
29	REMOVAL OF LIGHT POLES	EACH	2						2.00	\$ 1,500.00	\$ 3,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%
30	FLOODED BACKFILL	CY	145						145.00	\$ 133.00	\$ 19,285.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	145.00	0.00%
31	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	850						850.00	\$ 8.75	\$ 7,437.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	850.00	0.00%
32	EXCAVATION, CLASS 20, (RCB CULVERT)	CY	4535						4,535.00	\$ 10.25	\$ 46,483.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,535.00	0.00%
33	GRANULAR MATERIAL FOR BLANKET	CY	387						387.00	\$ 86.00	\$ 33,282.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	387.00	0.00%
34	STRUCTURAL CONCRETE (RCB CULVERT)	CY	749						749.00	\$ 590.00	\$ 441,910.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	749.00	0.00%
35	REINFORCING STEEL	LB	129296						129,296.00	\$ 1.75	\$ 226,268.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	129,296.00	0.00%
36	ORNAMENTAL METAL RAILING	LF	300						300.00	\$ 212.00	\$ 63,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	300.00	0.00%
37	APRONS, CONCRETE, 15 IN. DIA., APRON GUARD, AND FOOTING	EACH	2						2.00	\$ 2,300.00	\$ 4,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%
38	APRONS, CONCRETE, 24 IN. DIA., APRON GUARD, AND FOOTING	EACH	1						1.00	\$ 2,800.00	\$ 2,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
39	TEMPORARY STREAM DIVERSION	EACH	1						1.00	\$ 9,200.00	\$ 9,200.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
40	MODULAR BLOCK RETAINING WALL	SF	304						304.00	\$ 35.00	\$ 10,640.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	304.00	0.00%
41	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	10						10.00	\$ 3,900.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	10.00	0.00%
42	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	1						1.00	\$ 9,400.00	\$ 9,400.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
43	INTAKE, SW-501	EACH	7						7.00	\$ 3,300.00	\$ 23,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%
44	INTAKE, SW-502, 60 IN.	EACH	1						1.00	\$ 7,700.00	\$ 7,700.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
45	INTAKE, SW-505	EACH	27						27.00	\$ 5,200.00	\$ 140,400.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	27.00	0.00%
46	INTAKE, SW-506	EACH	8						8.00	\$ 9,100.00	\$ 72,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%
47	INTAKE, SW-506 MODIFIED 1	EACH	7						7.00	\$ 18,000.00	\$ 126,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%
48	INTAKE, SW-512, 24 IN.	EACH	2						2.00	\$ 1,900.00	\$ 3,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%
49	INTAKE, SW-513, 4'X4'	EACH	1						1.00	\$ 5,500.00	\$ 5,500.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
50	MANHOLE ADJUSTMENT, MINOR	EACH	3						3.00	\$ 2,1																						

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	40						40.00	\$ 270.00	\$ 10,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	40.00	0.00%
79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560						560.00	\$ 61.00	\$ 34,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	560.00	0.00%
80	REMOVAL OF PAVED DRIVEWAY	SY	1446						1,446.00	\$ 8.50	\$ 12,291.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,446.00	0.00%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110						110.00	\$ 810.00	\$ 89,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	110.00	0.00%
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556						5,556.00	\$ 5.25	\$ 29,169.00	2,521.00			\$ 13,235.25	\$ -	\$ -	\$ 13,235.25				0.00	2,521.00	0.00	0.00	2,521.00	\$ 13,235.25	\$ -	\$ -	\$ 13,235.25	3,035.00	45.37%
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370						370.00	\$ 49.00	\$ 18,130.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	370.00	0.00%
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN.	EACH	6						6.00	\$ 1,900.00	\$ 11,400.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4						4.00	\$ 2,000.00	\$ 8,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
86	REMOVAL OF TYPE A SIGN	EACH	38						38.00	\$ 152.00	\$ 5,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	38.00	0.00%
87	POSTS, STEEL, AS PER PLAN	EACH	18						18.00	\$ 152.00	\$ 2,736.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	18.00	0.00%
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906						906.00	\$ 25.50	\$ 23,103.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	906.00	0.00%
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8						336.80	\$ 51.00	\$ 17,176.80				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.80	0.00%
90	INSTALL TYPE A SIGN	EACH	74						74.00	\$ 202.00	\$ 14,948.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	74.00	0.00%
91	TRAFFIC SIGNALIZATION, NE 10TH STREET INTERSECTION	LS					1		1.00	\$229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS					1		1.00	\$229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1						1.00	\$ 7,600.00	\$ 7,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
94	RAISED PAVEMENT MARKERS	EACH	336						336.00	\$ 25.50	\$ 8,568.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.00	0.00%
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5						34.50	\$ 35.00	\$ 1,207.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.50	0.00%
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79				51.7		258.49	\$ 71.00	\$ 18,352.79				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	258.49	0.00%
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19				17		36.00	\$ 131.00	\$ 4,716.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	36.00	0.00%
98	PAVEMENT MARKINGS REMOVED	STA	29.6						29.60	\$ 56.00	\$ 1,657.60				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	29.60	0.00%
99	SYMBOLS AND LEGENDS REMOVED	EACH	5						5.00	\$ 101.00	\$ 505.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	5.00	0.00%
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91				42		209.91	\$ 35.00	\$ 7,346.85				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	209.91	0.00%
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17				17		34.00	\$ 111.00	\$ 3,774.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.00	0.00%
102	SAFETY CLOSURE	EACH	27						27.00	\$ 202.00	\$ 5,454.00	8.00			\$ 1,616.00	\$ -	\$ -	\$ 1,616.00				0.00	8.00	0.00	0.00	8.00	\$ 1,616.00	\$ -	\$ -	\$ 1,616.00	19.00	29.63%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
105	TRAFFIC CONTROL	LS	1						1.00	\$ 99,000.00	\$ 99,000.00	0.25			\$24,750.00	\$ -	\$ -	\$24,750.00				0.00	0.25	0.00	0.00	0.25	\$ 24,750.00	\$ -	\$ -	\$ 24,750.00	0.75	25.00%
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	80						80.00	\$ 101.00	\$ 8,080.00	8.00			\$ 808.00	\$ -	\$ -	\$ 808.00				0.00	8.00	0.00	0.00	8.00	\$ 808.00	\$ -	\$ -	\$ 808.00	72.00	10.00%
107	MOBILIZATION	LS	1						1.00	\$526,167.21	\$ 526,167.21	0.10			\$52,616.72	\$ -	\$ -	\$52,616.72				0.00	0.10	0.00	0.00	0.10	\$ 52,616.72	\$ -	\$ -	\$ 52,616.72	0.90	10.00%
108	TRENCH COMPACTION TESTING	LS	1						1.00	\$ 6,500.00	\$ 6,500.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF						390	390.00	\$ 97.00	\$ 37,830.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	390.00	0.00%
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB						520	520.00	\$ 18.00	\$ 9,360.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	520.00	0.00%
111	WATER SERVICE CURB STOP AND BOX, COPPER, 1.0 IN.	EACH						4	4.00	\$ 3,700.00	\$ 14,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH	1						1.00	\$ 6,900.00	\$ 6,900.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
113	FIRE HYDRANT ASSEMBLY, WM-201	EACH	1						1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
114	FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE	EACH	1						1.00	\$ 7,200.00	\$ 7,200.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
115	VALVE BOX EXTENSION	EACH						6	6.00	\$ 660.00	\$ 3,960.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
116	VALVE BOX REPLACEMENT	EACH						8	8.00	\$ 660.00	\$ 5,280.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%
117	BIO-RETENTION CELL INSTALLATION	EACH	4						4.00	\$ 32,000.00	\$ 128,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH	1						1.00	\$ 5,900.00	\$ 5,900.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH						1	1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
120	HYDRANT REMOVAL	EACH						2	2.00	\$ 970.00	\$ 1,940.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2.00	0.00%
121	SUBDRAIN CLEANOUT, TYPE B	EACH	6						6.00	\$ 2,000.00	\$ 12,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570						6,570.00	\$ 15.00	\$ 98,550.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6,570.00	0.00%
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	4400						4,400.00	\$ 1.25	\$ 5,500.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4,400.00	0.00%
124	CONCRETE WASHOUT	LS	1						1.00	\$ 23,000.00	\$ 23,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
125	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1						1.00	\$ 21,000.00	\$ 21,000.00	0.05			\$ 1,050.00	\$ -	\$ -	\$ 1,050.00				0.00	0.05	0.00	0.00	0.05	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	0.95	5.00%
126	MONUMENT SIGN REMOVAL	LS	1						1.00	\$ 11,000.00	\$ 11,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%
127	CONCRETE RETAINING WALL FORMLINER	SF	1188						1,188.00	\$ 12.00	\$ 14,256.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,188.00	0.00%
128	TEMPORARY ACCESS DRIVE, INSTALLATION, MAINTENANCE, AND REMOVAL	TON	600						600.00	\$ 51.00	\$ 30,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	600.00	0.00%
129	MULCHING, BONDED FIBER MATRIX	ACRE	24						24.00																							

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

	Working Days
Contract Period:	March 27, 2023
Construction Start Date:	120.0
Contract Working Days:	0.0
Added by Change Order:	120.0
Total Working Days:	5.0
Working Days Used to Date:	115.0
Working Days Remaining:	



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$75,546.81 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: April 17, 2023 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: March 27, 2023 Through: March 31, 2023

Contract Summary

Original Contract Amount:	\$	4,355,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	4,355,000.00	
Total completed and stored to date:	\$	79,522.96	
Retainage: 5 % of Completed Work:	\$	3,976.15	
Total Earned less Retainage:	\$	75,546.81	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 75,546.81
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 75,546.81
Balance to finish, including retainage:	\$	4,279,453.19	
Contract Time Remaining (If applicable)		135.00	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:

Elder Corporation

Wade Harris, P.E.
Signature
Digitally signed by Wade Harris, P.E.
CN=O=U.S. E-mail=harris@eldercorp.com, O=Elder Corporation, CN=Wade Harris,
P.E.
Reason: I am approving this document
Date: 2023.04.04 08:44:21 -0500

04/04/2023
Date

Engineer / Consultant Approval:

McClure Engineering Company

Scott Pore
Signature

April 4, 2023
Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

4/7/2023
Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail: jhaberichter@Ankenylowa.gov Phone: (515) 963-3536 Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL													
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	TOTAL ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY
EARTHWORK													
2.01	CLEARING AND GRUBBING	UNIT	166.40		166.40	\$ 135.00	\$ 22,464.00	119.80	\$ 16,173.00	0.00	119.80	\$ 16,173.00	46.60
2.02	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	2024.00		2024.00	\$ 31.50	\$ 63,756.00	310.00	\$ 9,765.00	0.00	310.00	\$ 9,765.00	1,714.00
2.03	EXCAVATION, CLASS 10	CY	10618.00		10618.00	\$ 4.25	\$ 45,126.50	0.00	\$ -	0.00	0.00	\$ -	10,618.00
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	22247.00		22247.00	\$ 2.25	\$ 50,055.75	0.00	\$ -	0.00	0.00	\$ -	22,247.00
2.05	SUBGRADE TREATMENT, GEOTRID, TRIANGULAR	SY	4450.00		4450.00	\$ 5.00	\$ 22,250.00	0.00	\$ -	0.00	0.00	\$ -	4,450.00
2.06	SUBBASE MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	21170.00		21170.00	\$ 11.50	\$ 243,455.00	0.00	\$ -	0.00	0.00	\$ -	21,170.00
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	\$ 830.00	\$ 830.00	0.00	\$ -	0.00	0.00	\$ -	1.00
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 3,100.00	\$ 3,100.00	0.00	\$ -	0.00	0.00	\$ -	1.00
TRENCH EXCAVATION AND BACKFILL													
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00
SEWERS AND DRAINS													
4.01	STORM SEWER, TRENCHED, ROP, 15-INCH DIAMETER	LF	902.00		902.00	\$ 92.00	\$ 82,984.00	0.00	\$ -	0.00	0.00	\$ -	902.00
4.02	STORM SEWER, TRENCHED, ROP, 18-INCH DIAMETER	LF	96.00		96.00	\$ 184.00	\$ 17,464.00	0.00	\$ -	0.00	0.00	\$ -	96.00
4.03	STORM SEWER, TRENCHED, ROP, 24-INCH DIAMETER	LF	190.00		190.00	\$ 163.00	\$ 30,970.00	0.00	\$ -	0.00	0.00	\$ -	190.00
4.04	STORM SEWER, TRENCHED, ROP, 30-INCH DIAMETER	LF	56.00		56.00	\$ 138.00	\$ 7,728.00	0.00	\$ -	0.00	0.00	\$ -	56.00
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00		781.00	\$ 27.50	\$ 21,477.50	0.00	\$ -	0.00	0.00	\$ -	781.00
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	\$ 36.00	\$ 213,605.00	0.00	\$ -	0.00	0.00	\$ -	6,103.00
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00		8.00	\$ 2,800.00	\$ 22,400.00	0.00	\$ -	0.00	0.00	\$ -	8.00
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00		52.00	\$ 630.00	\$ 32,760.00	0.00	\$ -	0.00	0.00	\$ -	52.00
4.09	REMOVAL OF SUBDRAIN	LF	269.00		269.00	\$ 18.00	\$ 4,842.00	0.00	\$ -	0.00	0.00	\$ -	269.00
WATER MAINS AND APPURTENANCES													
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	36.00		36.00	\$ 122.00	\$ 4,372.00	0.00	\$ -	0.00	0.00	\$ -	36.00
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00		238.00	\$ 172.00	\$ 40,936.00	0.00	\$ -	0.00	0.00	\$ -	238.00
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 87.00	\$ 87.00	0.00	\$ -	0.00	0.00	\$ -	1.00
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	0.00	0.00	\$ -	2.00
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,300.00	\$ 1,300.00	0.00	\$ -	0.00	0.00	\$ -	1.00
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00		275.00	\$ 23.00	\$ 6,325.00	0.00	\$ -	0.00	0.00	\$ -	275.00
5.08	VALVE, GATE, 8-INCH DIAMETER, AUXILIARY	EA	2.00		2.00	\$ 1,800.00	\$ 3,600.00	0.00	\$ -	0.00	0.00	\$ -	2.00
5.09	VALVE, GATE, 8-INCH DIAMETER	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00	0.00	\$ -	0.00	0.00	\$ -	2.00
5.10	VALVE, GATE, 12-INCH DIAMETER	EA	1.00		1.00	\$ 660.00	\$ 660.00	0.00	\$ -	0.00	0.00	\$ -	1.00
5.11	VALVE REMOVAL	EA	1.00		1.00	\$ 9,700.00	\$ 9,700.00	0.00	\$ -	0.00	0.00	\$ -	1.00
5.12	REMOVE, SALVAGE AND REINSTALL FIRE HYDRANT	EA	1.00		1.00	\$ -	\$ -	0.00	\$ -	0.00	0.00	\$ -	1.00
STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	\$ 5,300.00	\$ 15,900.00	0.00	\$ -	0.00	0.00	\$ -	3.00
6.02	MANHOLE, SW-401, 60-INCH DIAMETER	EA	3.00		3.00	\$ 7,400.00	\$ 22,200.00	0.00	\$ -	0.00	0.00	\$ -	3.00
6.03	MANHOLE, SW-402, 4-FT X 5-FT, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00
6.04	INTAKE, SW-501	EA	2.00		2.00	\$ 3,400.00	\$ 6,800.00	0.00	\$ -	0.00	0.00	\$ -	2.00
6.05	INTAKE, SW-504, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00
6.06	INTAKE, SW-505	EA	24.00		24.00	\$ 5,700.00	\$ 136,800.00	0.00	\$ -	0.00	0.00	\$ -	24.00
6.07	INTAKE, SW-506	EA	3.00		3.00	\$ 9,000.00	\$ 27,000.00	0.00	\$ -	0.00	0.00	\$ -	3.00
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR, SELF-LEVEL CASTING	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	0.00	\$ -	1.00
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR, SELF-LEVEL CASTING	EA	2.00		2.00	\$ 4,600.00	\$ 9,200.00	0.00	\$ -	0.00	0.00	\$ -	2.00
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00
6.11	REMOVE MANHOLE	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	0.00	\$ -	0.00	0.00	\$ -	1.00
6.12	REMOVE INTAKE	EA	22.00		22.00	\$ 1,100.00	\$ 24,200.00	0.00	\$ -	0.00	0.00	\$ -	22.00
STREETS AND RELATED WORK													
7.01	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	933.00		933.00	\$ 85.00	\$ 79,305.00	0.00	\$ -	0.00	0.00	\$ -	933.00
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	3647.00		3647.00	\$ 90.00	\$ 328,230.00	0.00	\$ -	0.00	0.00	\$ -	3,647.00
7.03	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	14678.00		14678.00	\$ 95.00	\$ 1,394,410.00	0.00	\$ -	0.00	0.00	\$ -	14,678.00
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH, FULLY-REINFORCED	SY	143.00		143.00	\$ 150.00	\$ 21,450.00	0.00	\$ -	0.00	0.00	\$ -	143.00
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	\$ 53.00	\$ 477.00	0.00	\$ -	0.00	0.00	\$ -	9.00
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	\$ 83.00	\$ 16,351.00	0.00	\$ -	0.00	0.00	\$ -	197.00
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	\$ 86.00	\$ 5,418.00	0.00	\$ -	0.00	0.00	\$ -	63.00
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 18,000.00	\$ 18,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00
7.09	REMOVAL OF SIDEWALK	SY	2557.00		2557.00	\$ 6.25	\$ 15,981.25	0.00	\$ -	0.00	0.00	\$ -	2,557.00
7.10	REMOVAL OF DRIVEWAY	SY	349.00		349.00	\$ 9.00	\$ 3,141.00	0.00	\$ -	0.00	0.00	\$ -	349.00
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00		869.00	\$ 59.00	\$ 51,271.00	0.00	\$ -	0.00	0.00	\$ -	869.00
7.12	SIDEWALK, PCC, 5-INCH THICK	SY	1224.00		1224.00	\$ 63.00	\$ 77,112.00	0.00	\$ -	0.00	0.00	\$ -	1,224.00
7.13	SIDEWALK, PCC, 6-INCH THICK	SY	361.00		361.00	\$ 53.00	\$ 19,183.00	0.00	\$ -	0.00	0.00	\$ -	361.00
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	\$ 23.00	\$ 9,982.00	0.00	\$ -	0.00	0.00	\$ -	434.00
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00		45.00	\$ 76.00	\$ 3,420.00	0.00	\$ -	0.00	0.00	\$ -	45.00
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	SY	244.00		244.00	\$ 76.00	\$ 18,544.00	0.00	\$ -	0.00	0.00	\$ -	244.00
7.17	SUBBASE OVER-EXCAVATION	TON	1055.00		1055.00	\$ 50.00	\$ 52,750.00	0.00	\$ -	0.00	0.00	\$ -	1,055.00
7.18	PAVEMENT REMOVAL	SY	15637.00		15637.00	\$ 9.00	\$ 140,733.00	4300.00	\$ 38,700.00	0.00	4,300.00	\$ 38,700.00	11,337.00
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00		184.00	\$ 64.00	\$ 11,776.00	195.39	\$ 12,504.96	0.00	195.39	\$ 12,504.96	(11.39)
TRAFFIC CONTROL													
8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00		1.00	\$ 223,000.00	\$ 223,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00		1.00	\$ 218,000.00	\$ 218,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00		1.00	\$ 6,200.00	\$ 6,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	176.54		176.54	\$ 101.00	\$ 17,890.54	0.00	\$ -	0.00	\$ -	0.00	\$ -	176.54	0.00%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00		42.00	\$ 169.00	\$ 6,720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.07	RAISED PAVEMENT MARKERS	EA	102.00		102.00	\$ 28.90	\$ 2,703.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	102.00	0.00%
8.08	PAVEMENT MARKINGS REMOVED	STA	37.37		37.37	\$ 101.00	\$ 3,774.37	0.00	\$ -	0.00	\$ -	0.00	\$ -	37.37	0.00%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00		4.00	\$ 160.00	\$ 640.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	4.00	0.00%
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	138.20		138.20	\$ 69.00	\$ 9,535.80	0.00	\$ -	0.00	\$ -	0.00	\$ -	138.20	0.00%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00		42.00	\$ 128.00	\$ 5,376.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 42,000.00	\$ 42,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70.00		70.00	\$ 107.00	\$ 7,490.00	20.00	\$ 2,140.00	0.00	\$ -	20.00	\$ 2,140.00	50.00	28.57%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00		1755.00	\$ 6.50	\$ 11,407.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,755.00	0.00%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00		1305.00	\$ 1.00	\$ 1,305.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,305.00	0.00%
8.16	TRACER WIRE AND PULL ROPE	LF	510.00		510.00	\$ 1.25	\$ 637.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	510.00	0.00%
8.17	CONDUIT, FIBER OPTIC, BLUE HOPE, 2 INCH DIAMETER	LF	1765.00		1765.00	\$ 13.25	\$ 23,386.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	1,765.00	0.00%
8.18	FIBER OPTIC SPLICE	EA	108.00		108.00	\$ 66.00	\$ 7,128.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	108.00	0.00%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00		5.00	\$ 1,800.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00		2.00	\$ 2,800.00	\$ 5,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.21	SPLICE CASE	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.22	INSTALL FIBER ENCLOSURE PANEL, SPH-01P, DIN RAIL MOUNTED, CITY-FURNISHED	EA	2.00		2.00	\$ 360.00	\$ 720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.23	INSTALL OCH PANEL, COH-CP-1249-P03RH, CITY-FURNISHED	EA	2.00		2.00	\$ 360.00	\$ 720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.24	REMOVE EXISTING HANDHOLES	EA	5.00		5.00	\$ 850.00	\$ 4,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.25	TRAFFIC SIGNS BY AREA	SF	117.80		117.80	\$ 43.00	\$ 5,065.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	117.80	0.00%
8.26	WOOD POSTS	LF	122.00		122.00	\$ 21.50	\$ 2,623.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	122.00	0.00%
8.27	ROUND STEEL POSTS	LF	68.00		68.00	\$ 32.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	68.00	0.00%
8.28	ROUND STEEL POST ANCHORS	EA	7.00		7.00	\$ 160.00	\$ 1,120.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	7.00	0.00%
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00		2.00	\$ 270.00	\$ 540.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	33.00		33.00	\$ 270.00	\$ 8,910.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	33.00	0.00%
SITE WORK AND LANDSCAPING															
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10		3.10	\$ 480.00	\$ 1,488.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10		3.10	\$ 2,390.00	\$ 7,130.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.03	FILTER SOCK, 9-INCH	LF	8400.00		8400.00	\$ 2.00	\$ 16,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	8,400.00	0.00%
9.04	FILTER SOCK, REMOVAL	LF	8400.00		8400.00	\$ 0.25	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	8,400.00	0.00%
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	6.20		6.20	\$ 3,200.00	\$ 19,840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	6.20	0.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00		37.00	\$ 128.00	\$ 4,736.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	37.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00		68.00	\$ 128.00	\$ 8,704.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	68.00	0.00%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00		136.00	\$ 16.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	136.00	0.00%
9.09	REMOVAL OF FENCE	LF	88.00		88.00	\$ 45.00	\$ 3,960.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	88.00	0.00%
MISCELLANEOUS															
11.01	MOBILIZATION	LS	1.00		1.00	\$ 89,430.84	\$ 89,430.84	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$ 530.00	\$ 530.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00		2.00	\$ 2,200.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	0.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$ 12,000.00	\$ 12,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00		1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00		1.00	\$ 480.00	\$ 480.00	0.50	\$ 240.00	0.00	\$ 240.00	0.50	\$ 240.00	0.50	50.00%
CHANGE ORDER ITEMS															
12.01			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.02			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.03			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.04			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
12.05			0.00		0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$4,355,000.00 PAY PERIOD = \$ 79,522.96

COMPLETED = \$ 79,522.96

1.83%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

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

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	5.0
Working Days Remaining:	125.0

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$2,082.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: April 17, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: January 28, 2023 Through: February 24, 2023

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	24,312.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	24,312.00	
Less previous applications for payment:	\$	22,230.00	
SUBTOTAL	\$		2,082.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,082.00

Balance to finish, including retainage: \$ 6,645.40

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.

Signature Date March 29, 2023

City of Ankeny Staff Approval:

Signature Date 4/6/23

Submit to: Leslie Hart, P.E. - Public Works Traffic Engineering Manager

E-mail: lhart@AnkenyIowa.gov **Phone:** (515) 963-3548 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT													
	Engineering	EA	1.00		1.00	\$ 360.00	\$ 360.00	1.00	\$ 360.00		1.00	\$ 360.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 290.00	\$ 290.00	1.00	\$ 290.00		1.00	\$ 290.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 610.00	\$ 610.00	1.00	\$ 610.00		1.00	\$ 610.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 315.00	\$ 315.00	1.00	\$ 315.00		1.00	\$ 315.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 172.50	\$ 172.50	1.00	\$ 172.50		1.00	\$ 172.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,472.50	\$ 1,472.50	1.00	\$ 1,472.50		1.00	\$ 1,472.50	0.00	100.00%
2.00	PRELIMINARY PLANS													
	Engineering	EA	1.00		1.00	\$ 2,185.00	\$ 2,185.00	1.00	\$ 2,185.00		1.00	\$ 2,185.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00		1.00	\$ 3,650.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00		1.00	\$ 1,250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		1.00	\$ 1,200.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,300.00	\$ 3,300.00	1.00	\$ 3,300.00		1.00	\$ 3,300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00		1.00	\$ 550.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 127.00	\$ 127.00	1.00	\$ 127.00		1.00	\$ 127.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
3.00	UTILITY COORDINATION													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 262.50	\$ 262.50	1.00	\$ 262.50		1.00	\$ 262.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.00	FINAL PLANS													
	Engineering	EA	1.00		1.00	\$ 785.00	\$ 785.00	1.00	\$ 785.00		1.00	\$ 785.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,295.00	\$ 3,295.00	1.00	\$ 3,295.00		1.00	\$ 3,295.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 105.50	\$ 105.50	1.00	\$ 105.50		1.00	\$ 105.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.00	FRONT END DOCUMENTS													
	Engineering	EA	1.00		1.00	\$ 437.50	\$ 437.50	1.00	\$ 437.50		1.00	\$ 437.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 892.50	\$ 892.50	1.00	\$ 892.50		1.00	\$ 892.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,955.00	\$ 1,955.00	1.00	\$ 1,955.00		1.00	\$ 1,955.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.00	PERMITTING													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 24,312.00 PAY PERIOD = \$ 24,312.00

COMPLETED = \$ 24,312.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 22,230.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



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

▷ HRGREEN.COM

April 5, 2023

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

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

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

Dear Jim:

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

Attached Invoice #	161448
Period covered by invoice	1/28/23 – 2/24/23
Amount this invoice	\$2,082.00
Total billings to date, including this invoice	\$24,312.00
Contract maximum fee	\$30,957.40
% of Contract billed to date	78.53%

Summary of services during this billing period:

- Coordination with Leslie and Tom
- Coordination with Iowa Signal

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.



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

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

March 29, 2023
 Project No: 220761
 Invoice No: 161448
 Invoice Total: \$2,082.00

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

Professional Services Through February 24, 2023

Phase 2.0 Preliminary Plans
Professional Personnel

	Hours	Amount	
Corporate Admin	.50	63.50	
Totals	.50	63.50	
Total Labor			63.50
Total this Phase			\$63.50

Phase 3.0 Utility Coordination
Professional Personnel

	Hours	Amount	
Corporate Admin	.50	63.50	
Totals	.50	63.50	
Total Labor			63.50
Total this Phase			\$63.50

Phase 5.0 Front End Documents
Professional Personnel

	Hours	Amount	
Professional	9.00	1,890.00	
Junior Professional	.50	65.00	
Totals	9.50	1,955.00	
Total Labor			1,955.00
Total this Phase			\$1,955.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,082.00	22,230.00	24,312.00
Limit			30,957.40
Remaining			6,645.40
Total this Invoice			<u>\$2,082.00</u>



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$2,240.40 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Westwinds Storm Sewer Extension Project - SW Westwinds Drive
Contractor: Kirkham Michael and Associates
Address: 4390 114th Street, Urbandale, IA 50322
Finance Budget Code: 685.3685.4210 **Finance Project #** 685.4210
Vendor Project or Invoice #: 92796 **PO #**
Original Contract Date: April 19, 2021 **Vendor #** 908

Date of Council Meeting: April 17, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: August 20, 2022 Through: March 17, 2023

Contract Summary

Original Contract Amount:	\$	44,080.00	
Net change by Change Orders:	\$	15,444.52	
Contract Amount to Date: (line 1 ± 2)	\$	59,524.52	
Total completed and stored to date:	\$	39,407.83	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	-	
Less previous applications for payment:	\$	37,167.43	
SUBTOTAL	\$		2,240.40

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,240.40

Balance to finish, including retainage: \$ 20,116.69

Contract Time Remaining (If applicable) - #

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael & Associates

Firm Name

Signature

Date

March 31, 2023

City of Ankeny Staff Approval:

Signature

Date

4/3/2023

Submit to:

Becky Ford, P.E.

E-mail:

bford@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	\$ 4,768.86
2	September 20, 2021	\$ 3,132.50
3	October 18, 2021	\$ 2,302.36
4	December 6, 2021	\$ 1,220.00
5	December 20, 2021	\$ 5,312.62
6	June 6, 2022	\$ 18,496.57
7	September 6, 2022	\$ 1,934.52
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 37,167.43

Record of Change Orders

No.	Date	Amount
1	11/21/22	15,444.52
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CHANGE ORDER TOTAL = \$ 15,444.52
#REF!

Contract Time Remaining

Contract Period:	
Original Contract Date:	April 19, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

March 31, 2023

Becky Ford, P.E.
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023-1557

Subject: Westwinds Storm Sewer Extension Project – SW Westwinds Drive
KM Project: 2105620

Dear Ms. Ford,

Submitted herewith are invoices 73649 & 85648, for work conducted on this project from August 20, 2022 to March 17, 2023

During this period we have completed the following work:

- The attached invoice only includes the subconsultant invoice from JCG Land Service for the original scope of work completed in early 2022.
- Preparation of easement documents to address City review comments.

Anticipated work to be completed during the next period:

- Proceeding with the preparation of construction documents, letting documents, and land acquisition services in accordance with the supplement for adding additional properties for acquisition.

Please contact me if you have questions regarding this submittal or need further information.

Sincerely yours,
KIRKHAM MICHAEL



Greg Cabalka, P.E.
GDC/gdc
encl. Invoice



4390 114th Street
Urbandale, IA 50322
Billing Questions: 402-255-3833

INVOICE

Invoice Number: 73649
Date: December 01, 2022
Project Number: 2105620

City of Ankeny

Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: November 25, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$37,167.43
Current Invoice Amount	\$1,285.40
Remaining Contract	\$5,627.17

Outside Consultants

	Qty	Unit Rate	Amount
JCG Land Services Inc	1.00	169.65	\$169.65
JCG Land Services Inc	1.00	1,015.75	\$1,015.75
JCG Land Services Inc	1.00	100.00	\$100.00
Totals			\$1,285.40

\$1,285.40

Invoice Total	\$1,285.40
----------------------	-------------------



4390 114th Street
Urbandale, IA 50322
Billing Questions: 402-255-3833

INVOICE

Invoice Number: 85648
Date: March 27, 2023
Project Number: 2105620

City of Ankeny

Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: March 17, 2023

Maximum Allowable	\$59,524.52
Previously Billed	\$38,452.83
Current Invoice Amount	\$955.00
Remaining Contract	\$20,116.69

Professional Services

	Hours	Rate	Amount
Greenway, Chad A - Project Surveyor	2.50	130.00	\$325.00
Lass, Duane E - Senior Project Surveyor	1.00	140.00	\$140.00
Marsh, Chad W - Licensed Surveyor	2.00	245.00	\$490.00
	5.50		\$955.00

Invoice Total	\$955.00
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ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$25,060.50 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 968.3968.4210 Finance Project #: 968.4210
Vendor Project or Invoice #: 2022000919-000 PO #: N/A
Original Contract Date: July 19, 2022 Vendor #: 2183

Date of Council Meeting: April 17, 2023 PAYMENT REQUEST #: 8
PAYMENT PERIOD: From: January 28, 2023 Through: April 1, 2023

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	47,450.00	
Contract Amount to Date: (line 1 ± 2)	\$	150,050.00	
Total completed and stored to date:	\$	127,660.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	127,660.50	
Less previous applications for payment:	\$	102,600.00	
SUBTOTAL	\$	25,060.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 25,060.50

Balance to finish, including retainage: \$ 22,389.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

April 6, 2023

City of Ankeny Staff Approval:

Signature

Date

4/6/2023

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail: MGrgrich@AnkenyIowa.gov

Phone: (515) 963-3549

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
4	November 21, 2022	\$ 21,080.25
5	December 19, 2022	\$ 26,760.50
6	January 17, 2023	\$ 9,948.05
7	February 20, 2023	\$ 389.45
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 102,600.00

Record of Change Orders

No.	Date	Amount
1	March 6, 2023	\$ 47,450.00
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CHANGE ORDER TOTAL = \$ 47,450.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

April 6, 2023



Mr. Matt Grgurich
Civil Engineer I
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 8
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the eighth progress report for the above referenced project and covers work through April 1, 2023. Work related to this project through this period includes additional design services as outlined in Amendment No. 1 to the agreement for engineering services, which was approved at the March 6th, 2023 council meeting. Work also includes project administration and shop drawing / submittal review.

We anticipate a preconstruction meeting to be held this spring in advance of the construction start date in early June.

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

Sincerely,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



1360 NW 121st Street
Clive, IA 50325

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

April 06, 2023
Project No: 2022000919-000
Invoice No: 144660
Due Date: May 06, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes

Professional Services from February 26, 2023 to April 1, 2023

Phase 500 Final Design

	Hours	Rate	Amount	
Crew Chief	12.00	135.00	1,620.00	
Engineer I	39.00	125.00	4,875.00	
Engineer II	63.50	155.00	9,842.50	
Project Manager III	2.50	230.00	575.00	
Engineer III	6.00	185.00	1,110.00	
Project Manager II	6.00	230.00	1,380.00	
Totals	129.00		19,402.50	
Total Labor				19,402.50
Total this Phase				\$19,402.50

Phase 600 Construction Administration

	Hours	Rate	Amount	
Administrative Assistant	.50	85.00	42.50	
Engineer II	7.00	155.00	1,085.00	
Project Manager III	.50	230.00	115.00	
Engineer III	14.00	185.00	2,590.00	
Totals	22.00		3,832.50	
Total Labor				3,832.50
Total this Phase				\$3,832.50

Phase 700 Survey Services

	Hours	Rate	Amount	
Crew Chief	4.50	135.00	607.50	
Totals	4.50		607.50	
Total Labor				607.50
Total this Phase				\$607.50

Phase 850 Project Management and Coordination

Project	2022000919-000	Ankeny SW State Street Reconstruction -	Invoice	144660
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	Hours	Rate	Amount	
Engineer II	3.00	155.00	465.00	
Engineer III	3.00	185.00	555.00	
Totals	6.00		1,020.00	
Total Labor				1,020.00
			Total this Phase	\$1,020.00

Phase	950	Subconsultant and Reimbursable Fees		
Reimbursable Expenses				
Out-Of-Pocket Expenses			198.00	
Total Reimbursables			198.00	198.00
			Total this Phase	\$198.00

	Current	Prior	To-Date	
Total Billings	25,060.50	102,600.00	127,660.50	
Contract Limit (not-to-exceed)			150,050.00	
Contract Limit Remaining			22,389.50	
			Total Due this Invoice	\$25,060.50



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$27,551.00 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 53579
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: April 17, 2023
PAYMENT REQUEST # 11
PAYMENT PERIOD: From: January 1, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	216,482.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	216,482.25	
Less previous applications for payment:	\$	188,931.25	
SUBTOTAL	\$		27,551.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 27,551.00

Balance to finish, including retainage: \$ 6,887.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

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

E-mail:

bford@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

March 27, 2023

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #53579 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Iowa River Restoration Toolbox analyses
3. Coordination with Iowa Department of Natural Resources
4. Development of design development design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
10	December 31, 2022	\$ 6,887.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 188,931.25

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



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$634,936.90 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
Contractor: Synergy Contracting, LLC
Address: 7481 US Highway 69, Des Moines, Iowa 50320
Finance Budget Code: 629.3629.4450 **Finance Project #:** 629.4450
Finance Budget Code: 688.3688.4453 **Finance Project #:** 688.4453
Vendor Project #: **Purchase Order #:**
Original Contract Date: October 3, 2022 **Vendor Account #:** 5089

Date of Council Meeting: April 17, 2023 **Payment Application #:** 5

Payment Period: From: March 4, 2023 Through: March 31, 2023

Contract Summary:

Original Contract Amount: \$ 5,778,405.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 5,778,405.00

Total Completed and Stored to Date: \$ 1,418,299.83
Retainage: 5 % of Completed Work: \$ 70,914.99
Total Earned Less Retainage: \$ 1,347,384.84
Less Previous Applications for Payment: \$ 712,447.94
SUBTOTAL: \$ 634,936.90

OTHER CHARGES:

Current Payment Due - Division 1 (629.4450) \$ 562,595.71
Current Payment Due - Division 2 (688.4453) \$ 72,341.18
CURRENT PAYMENT DUE: \$ 634,936.90

Balance to Finish, Including Retainage: \$ 4,431,020.16

Contract Time Remaining (Division 1): 159.00 Working Days
Contract Time Remaining (Division 2): 1.00 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: Synergy Contracting, LLC

Signature

4/7/23
 Date

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature

4/7/23
 Date

City of Ankeny Staff Approval:

Signature

4/7/23
 Date

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	EARTHWORK													
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00	145.00	\$ 4,350.00	40.50	185.50	\$ 5,595.00	(135.50)	371.00%
2	Clearing and Grubbing, General	LS	1.00		1.00	\$ 108,000.00	\$ 108,000.00	0.20	\$ 21,600.00	0.80	1.00	\$ 108,000.00	0.00	100.00%
3	TRENCH EXCAVATION AND BACKFILL													
3	Trench Foundation	TON	820.00		820.00	\$ 56.00	\$ 45,920.00		\$ -	0.00	0.00	\$ -	820.00	0.00%
4	Special Pipe Support	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5	Trench Compaction Testing	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
6	SEWERS AND DRAINS													
6	Drain Tile Repair	EA	2.00		2.00	\$ 1,750.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
7	WATER MAINS AND APPURTENANCES													
7	Water Main, Trenched, PVC, 24"	LF	4,815.00		4,815.00	\$ 406.00	\$ 1,954,890.00	481.00	\$ 187,166.00	0.00	461.00	\$ 187,166.00	4,354.00	9.57%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 406.00	\$ 2,032,030.00		\$ -	0.00	0.00	\$ -	5,005.00	0.00%
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100.00		100.00	\$ 1,001.00	\$ 100,100.00		\$ -	0.00	0.00	\$ -	100.00	0.00%
10	Fitting, Bend, 24"	EA	18.00		18.00	\$ 6,720.00	\$ 120,960.00	2.00	\$ 13,440.00	0.00	2.00	\$ 13,440.00	16.00	11.11%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	\$ 5,460.00	\$ 54,600.00	1.00	\$ 5,460.00	0.00	1.00	\$ 5,460.00	9.00	10.00%
12	Connect to Existing, 24"	EA	2.00		2.00	\$ 9,100.00	\$ 18,200.00	1.00	\$ 9,100.00	0.00	1.00	\$ 9,100.00	1.00	50.00%
13	Valve, Gate, 24"	EA	1.00		1.00	\$ 46,550.00	\$ 46,550.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	7.00		7.00	\$ 16,170.00	\$ 113,190.00	1.00	\$ 16,170.00	0.00	1.00	\$ 16,170.00	6.00	14.29%
15	STREETS AND RELATED WORK													
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00	72.20	\$ 1,010.80	0.00	72.20	\$ 1,010.80	127.80	36.10%
16	Removal of Recreational Trail	SY	860.00		860.00	\$ 14.00	\$ 12,040.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	\$ 72.00	\$ 61,920.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	\$ 60.00	\$ 14,400.00		\$ -	0.00	0.00	\$ -	240.00	0.00%
19	Subbase Over-Excavation	TON	55.00		55.00	\$ 56.00	\$ 3,080.00		\$ -	0.00	0.00	\$ -	55.00	0.00%
20	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
21	Handhole, Type III	EA	3.00		3.00	\$ 3,220.00	\$ 9,660.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
22	Conduit, 2"	LF	2,340.00		2,340.00	\$ 35.00	\$ 81,900.00		\$ -	0.00	0.00	\$ -	2,340.00	0.00%
23	TRAFFIC CONTROL													
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00	0.30	\$ 5,250.00	0.10	0.40	\$ 7,000.00	0.60	40.00%
24	SITE WORK AND LANDSCAPING													
24	Conventional Seeding, Type 1	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
26	Wattles, 6"	LF	6,400.00		6,400.00	\$ 2.00	\$ 12,800.00	850.00	\$ 1,300.00	250.00	900.00	\$ 1,800.00	5,500.00	14.06%
27	Wattles, Removal	LF	6,400.00		6,400.00	\$ 1.00	\$ 6,400.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	\$ 3,600.00	\$ 16,560.00		\$ -	0.00	0.00	\$ -	4.60	0.00%
29	Inlet Protection Device	EA	7.00		7.00	\$ 180.00	\$ 1,260.00		\$ -	0.00	0.00	\$ -	7.00	0.00%
30	Tree Protection Fence	LF	750.00		750.00	\$ 6.00	\$ 4,500.00		\$ -	0.00	0.00	\$ -	750.00	0.00%
31	MISCELLANEOUS													
31	Mobilization	LS	1.00		1.00	\$ 81,000.00	\$ 81,000.00	0.50	\$ 40,500.00	0.00	0.50	\$ 40,500.00	0.50	50.00%
32	Concrete Washout	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
33	CHANGE ORDER ITEMS													
34	STORED MATERIALS													
34	Fitting, 24" 11-1/4 Bend	EA	10.00		10.00	\$ 1,720.00	\$ 17,200.00		\$ -	10.00	10.00	\$ 17,200.00	0.00	100.00%
34	Fitting, 24" Solid Sleeve	EA	10.00		10.00	\$ 1,355.39	\$ 13,553.90	(1.00)	\$ (1,355.39)	10.00	9.00	\$ 12,198.51	1.00	90.00%
34	Fitting, 24" x 6" Tee	EA	7.00		7.00	\$ 2,101.48	\$ 14,710.36	(1.00)	\$ (2,101.48)	7.00	6.00	\$ 12,608.88	1.00	85.71%
34	Joint Restraint, 24"	EA	74.00		74.00	\$ 489.26	\$ 36,205.24	(9.00)	\$ (4,403.34)	74.00	65.00	\$ 31,801.90	9.00	87.84%
34	Valve Box	EA	8.00		8.00	\$ 230.26	\$ 1,842.08	(1.00)	\$ (230.26)	8.00	7.00	\$ 1,611.82	1.00	87.50%
34	Holding Spool, 24"x6"	EA	7.00		7.00	\$ 218.82	\$ 1,531.74	(1.00)	\$ (218.82)	7.00	6.00	\$ 1,312.92	1.00	85.71%
34	Casing Spacers, 24"	EA	15.00		15.00	\$ 250.18	\$ 3,752.70		\$ -	15.00	15.00	\$ 3,752.70	0.00	100.00%
34	End Seals, 36"x24"	EA	2.00		2.00	\$ 104.00	\$ 208.00		\$ -	2.00	2.00	\$ 208.00	0.00	100.00%
34	Gate Valve, 24"	EA	1.00		1.00	\$ 28,198.79	\$ 28,198.79		\$ -	1.00	1.00	\$ 28,198.79	0.00	100.00%
34	Joint Restraint, Bolt & Gasket Kit, 24"	EA	74.00		74.00	\$ 158.54	\$ 11,731.96	(9.00)	\$ (1,426.86)	74.00	65.00	\$ 10,305.10	9.00	87.84%
34	Joint Restraint Bolt & Gasket Kit, 6"	EA	21.00		21.00	\$ 20.71	\$ 434.91	(3.00)	\$ (62.13)	21.00	18.00	\$ 372.78	3.00	85.71%
34	Pipe, 24" C900 PVC, 20'	LF	1,080.00		1,080.00	\$ 176.95	\$ 191,105.00	39.00	\$ 6,901.05	720.00	759.00	\$ 134,305.05	321.00	70.28%
34	Tracer Wire, Direct Bury	LF	4,000.00		4,000.00	\$ 0.21	\$ 840.00	(461.00)	\$ (96.61)	4000.00	3,539.00	\$ 743.19	461.00	88.48%
34	Tracer Wire, Trenchless	LF	5,000.00		5,000.00	\$ 0.35	\$ 1,750.00		\$ -	5000.00	5,000.00	\$ 1,750.00	0.00	100.00%
34	Tracer Box	EA	7.00		7.00	\$ 22.50	\$ 157.50		\$ -	7.00	7.00	\$ 157.50	0.00	100.00%
34	Service Saddle, 24"x1"	EA	3.00		3.00	\$ 381.18	\$ 1,143.54		\$ -	3.00	3.00	\$ 1,143.54	0.00	100.00%
34	Fitting, 24" 45 Bend	EA	8.00		8.00	\$ 1,950.00	\$ 15,600.00	6.00	\$ 11,700.00		1.00	\$ 3,900.02	2.00	50.00%
34	Hydrant, 7 ft	EA	2.00		2.00	\$ 3,980.02	\$ 6,960.04	1.00	\$ 3,290.02		1.00	\$ 3,290.02	0.00	100.00%
34	Hydrant, 8 ft & 10 ft	EA	3.00		3.00	\$ 3,692.48	\$ 11,077.44	3.00	\$ 11,077.44		3.00	\$ 11,077.44	0.00	100.00%
34	Pipe, 24" C900 PVC, 40' Certa-Lok	LF	1,400.00		1,400.00	\$ 198.50	\$ 277,900.00	1,300.00	\$ 258,050.00		1,300.00	\$ 258,050.00	100.00	92.86%
34	Valve Box Extension	EA	8.00		8.00	\$ 82.17	\$ 657.36	7.00	\$ 575.19		7.00	\$ 575.19	1.00	87.50%
34	Gate Valve, 6"	EA	7.00		7.00	\$ 860.10	\$ 6,020.70	6.00	\$ 5,160.60		6.00	\$ 5,160.60	1.00	85.71%

COMPLETED = \$ 942,735.73 CONTRACT = \$ 5,610,852.26 PAY PERIOD = \$ 592,206.01 TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

16.80%

DIVISION 2 - DRAINAGE IMPROVEMENTS

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

COMPLETED = \$ 475,564.10

Date printed: 4/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	December 19, 2022	\$ 111,373.25
2	January 17, 2023	\$ 130,628.89
3	February 21, 2023	\$ 265,766.84
4	March 20, 2023	\$ 204,678.96
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
21		\$ -
22		\$ -
23		\$ -
24		\$ -
25		\$ -
26		\$ -
27		\$ -
28		\$ -
29		\$ -
30		\$ -
31		\$ -
32		\$ -
33		\$ -
34		\$ -
35		\$ -

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
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47		
48		
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Record of Change Orders:

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

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date (Div.I):	November 1, 2022
Construction Start Date (Div.II):	April 1, 2022

Full Completion (Div. 1)

Contract Working Days:	170.0
Added by Change Order:	0.0
Total Working Days:	170.0
Working Days Used to Date:	11.0
Working Days Remaining:	159.0

Full Completion (Div. 2):

Contract Working Days:	90.0
Added by Change Order:	0.0
Total Working Days:	90.0
Working Days Used to Date:	89.0
Working Days Remaining:	1.0

PREVIOUS PAY APPS TOTAL = \$ 712,447.94



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
12/29/2022	S100025458.002
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
1913		22051AK				Mike Burton		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
JESSE RYNEARSON			OT OUR TRUCK		Net 30 Days		12/29/2022	12/07/2022
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE	
10ea	10ea	24" DI MJ 11-1/4 C153 DOMESTIC 24MJ1114DOM				1720.000/ea	17200.00	
10ea	7ea	24" x 9.5" DI MJ SHORT SOLID SLEEVE C153 DOMESTIC				1355.390/ea	9487.73	
7ea	7ea	24" X 6" DI MJ SWIVEL TEE C153 DOMESTIC 246MJSTDOM				2101.480/ea	14710.36	

Invoice is due by 01/28/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	41398.09
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	41398.09

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this Invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
Printed By: SARKNE on 12/30/2022 4:55:07 PM CST



Invoice

INVOICE DATE	INVOICE NUMBER	PAGE NO.
12/19/2022	S100025458.001	2 of 2

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
7ea	7ea	664S VALVE BOX DOMESTIC TYLER DOMESTIC 664SDOMESTIC *** Special Order Item ***	230.260/ea	1611.82
		Subtotal -----		3143.56
		MISC ITEMS		
		DIVISION 2		
		BID ITEM 40		
		BID ITEM 41		
		BID ITEM 42		
		BID ITEM 43		
		MISC. ITEM FOR TILE REPAIRS		

Invoice is due by 01/18/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	27347.56
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	27347.56

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
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33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
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Invoice

INVOICE DATE	INVOICE NUMBER
02/20/2023	S100025458.006
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSTAR RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1913	ACK HTT/REPRICE		Mike Burton		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JESSE RYNEARSON		BEST WAY	Net 30 Days	02/20/2023	12/07/2022
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
3920ft	360ft	24"X20' C900 DR18 PVC PIPE 2418		176.950/ft	63702.00

Invoice is due by 03/22/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	63702.00
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	63702.00

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this Invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
Printed By: SARKNE on 2/22/2023 12:24:47 PM CST



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
03/03/2023	S100025458.010
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 2	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1913	22051AK		Mike Burton	
WRITER		SHIP VIA	TERMS	SHIP DATE
JESSE RYNEARSON		OT OUR TRUCK	Net 30 Days	03/03/2023
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4000ft	4000ft	#12 BLUE TRACER WIRE, DIRECT BURY 30 MIL, HDPE INSUL. (500' ROLL) HF-CCS PE30 TWCC30PE	0.210/ft	840.00
5000ft	5000ft	12 GA TRACER WIRE BLUE DIRECTIONAL BORE (2500'/ROLL) TW12GA2500	0.350/ft	1750.00
7ea	7ea	24" MJ TUFGRIP WEDGE TYPE RESTRAINT FOR PVC PIPE. 24TUFGRIPPVC	489.260/ea	3424.82
2ea	2ea	24" MJ TUFGRIP WEDGE TYPE RESTRAINT FOR PVC PIPE. 24TUFGRIPPVC	489.260/ea	978.52
2ea	2ea	24" MJ TUFGRIP WEDGE TYPE RESTRAINT FOR PVC PIPE. 24TUFGRIPPVC	489.260/ea	978.52
14ea	14ea	24" MJ TUFGRIP WEDGE TYPE RESTRAINT FOR PVC PIPE. 24TUFGRIPPVC	489.260/ea	6849.64
7ea	7ea	AA MANUFACTURING TRACER BOXES TW-18-2	22.500/ea	157.50
440FT	440FT	54"X220' BLUE POLYWRAP 22FT PERFORATIONS UP TO 24" PIPE CHRISTY'S WRP-54220BLU-22AW	1.620/FT	712.80
12ea	12ea	POLY P-TAPE 2"X100' ROLL TA-33-PW21 (12/SLEEVE, 36/CASE) PTAPE	7.500/ea	90.00
12ea	12ea	SNAKEBIT DIRECT BURY SPLICE LUG 3WB-01 (10 PER BAG) 3WB-01	6.890/ea	82.68

** REPRINT ** REPRINT ** REPRINT **

** Continued on Next Page **



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33 ELLEFSON DRIVE
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Invoice

INVOICE DATE	INVOICE NUMBER
03/09/2023	S100025458.014
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER		CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1913		22051AK		Mike Burton	
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
JESSE RYNEARSON		OT OUR TRUCK	Net 30 Days	03/09/2023	12/07/2022
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	2ea	TRI VIEW TRACER WIRE MARKING POST, BLUE TRIVIEW		38.460/ea	76.92
8ea	8ea	24" DI MJ 45 C153 DOMESTIC 24MJ45DOM		1950.000/ea	15600.00

Invoice is due by 04/08/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	15676.92
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	15676.92

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this Invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
Printed By: SARKNE on 3/10/2023 10:38:43 AM CST



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
03/09/2023	S100025458.013
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1913	22051AK		Mike Burton	
WRITER		SHIP VIA	TERMS	SHIP DATE
JESSE RYNEARSON		OT OUR TRUCK	Net 30 Days	03/09/2023
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE
2ea	2ea	CLOW 7'-0" 6" SHOE THREE WAY 5-1/4" MVO F2545 FIRE HYDRANT YELLOW BODY/GREEN BONNET AND CAPS CFIRE6YGCLOW CLOW 7'-0" 6" SHOE THREE WAY 5-1/4" MVO F2545 FIRE HYDRANT YELLOW CFIRE6YELLOWCLOW ANKENY SPEC		3290.022/ea
2ea	2ea	CLOW 8'-0" 6" SHOE THREE WAY 5-1/4" MVO F2545 FIRE HYDRANT YELLOW BODY/GREEN BONNET AND CAPS CFIRE8YGCLOW		3692.480/ea
1ea	1ea	CLOW 10'-0" 6" SHOE THREE WAY 5-1/4" MVO F2545 FIRE HYDRANT YELLOW BODY/GREEN BONNET AND CAPS CFIRE10YGCLOW		3692.480/ea

Invoice is due by 04/08/2023

Past Due invoices may be subject to 1.50% late charge.

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this Invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
Printed By: SARKNE on 3/10/2023 10:38:43 AM CST

Subtotal	17657.48
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	17657.48



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
03/17/2023	S100025458.017
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
1913		ACK HTT/REPRICE				Mike Burton		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
JESSE RYNEARSON			BEST WAY		Net 30 Days		03/17/2023	12/07/2022
ORDER QTY	SHIP QTY	DESCRIPTION					UNIT PRICE	EXT PRICE
5560ft	480ft	24" X 40' DR18 CERTA-LOK 2418CL					198.500/ft	95280.00

Invoice is due by 04/16/2023

Past Due invoices may be subject to 1.50% late charge.

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Printed By: SARKNE on 3/20/2023 10:52:35 AM CDT

Subtotal	95280.00
S&H Charges	0.00
Tax	6669.60
Payments	0.00
Amount Due	101949.60



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
03/20/2023	S100025458.019
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1913	22051AK		Mike Burton	
WRITER		SHIP VIA	TERMS	SHIP DATE
JESSE RYNEARSON		OT OUR TRUCK	Net 30 Days	03/20/2023
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	#60 24" DOM VALVE BOX EXTENSION 24EXTDOMESTIC *** Special Order Item ***	82.167/ea	82.17
7ea	7ea	#60 24" DOM VALVE BOX EXTENSION 24EXTDOMESTIC *** Special Order Item ***	82.167/ea	575.17
7ea	7ea	6" OL MJXMJ CLOW RESILANT WEDGE DI GATE VALVE C509 6GVCLOW509	860.100/ea	6020.70

** REPRINT ** REPRINT ** REPRINT **

Invoice is due by 04/19/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	6678.04
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	6678.04

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Printed By: SARKNE on 4/1/2023 1:40:26 PM CDT



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the April 17, 2023 Accounts Payable. (Finance Committee: J. Ruddy, Chp, T. Shafer, K. Stearns)

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

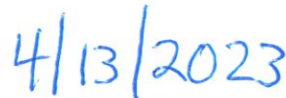
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
APRIL 17, 2023

Fund		PAYMENTS
100	General Fund	\$ 267,186.51
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	24,486.76
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	1,039.50
300	Debt Service Fund	-
430	Library Foundation Fund	2,295.00
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	98,003.52
510	Water Fund	761,597.70
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	548,489.33
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	11,489.97
590	Golf Course Fund	40,113.98
600-699	Enterprise Project Funds	698,578.30
710	Revolving Fund	23,592.04
720	Risk Management Fund	7,990.94
730	Health Insurance Fund	510.90
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	371,398.93
895-998	Capital Projects Funds	-
Sub Total		\$ 2,856,773.38
Payroll Totals		1,304,806.33
Service Transfers/ACH Drafts		(196,140.26)
Agenda Payments Approved Separately		(1,025,692.73)
Grand Total		<u>\$ 2,939,746.72</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.


City Manager


Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000743	IOWA MUNICIPAL FINANCE OFFICER							
M-CHECK	IOWA MUNICIPAL FINANCE OUNPOST	V	4/10/2023			238963		125.00CR
C-CHECK	VOID CHECK	V	4/17/2023			242376		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	125.00CR	125.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	125.00CR	0.00	0.00
BANK: TOTALS:	2	125.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1317167	HILLSIDE DIFFUSER INSTALL	R	4/17/2023	2,719.00		242298		
I-1327556	5TH/ABBIE DIFFUSER REPAIRS	R	4/17/2023	575.00		242298		3,294.00
	*** VENDOR TOTALS ***					1 CHECKS		3,294.00
004997	ABSOLUTE CONCRETE							
I-PAY 10-NW36THSTWDN	PAY 10-NW36TH ST WDNG/ASH/ANKB	R	4/17/2023	58,996.47		242299		58,996.47
	*** VENDOR TOTALS ***					1 CHECKS		58,996.47
008578	ACCESS TECHNOLOGIES INC							
I-INV1348777	2/28/23-3/30/23 STATEMENT	R	4/17/2023	1,682.29		242300		1,682.29
	*** VENDOR TOTALS ***					1 CHECKS		1,682.29
000003	ACCO UNLIMITED CORP							
I-0231039-IN	POOL REAGENTS	R	4/17/2023	1,039.60		242301		1,039.60
	*** VENDOR TOTALS ***					1 CHECKS		1,039.60
000164	G & S HARDWARE INC							
I-208679/2	PADLOCKS - FD	R	4/17/2023	76.76		242302		
I-208742/2	SCREWS - PKS	R	4/17/2023	12.99		242302		
I-208761/2	FENCE PARTS - PRAC	R	4/17/2023	11.96		242302		
I-208768/2	LADDER/TIE/PIER/DRAIN/PRSC	R	4/17/2023	132.94		242302		
I-208787/2	WEED PREVET-PRSC	R	4/17/2023	133.95		242302		
I-208788/2	DRWST BAG - PRSC	R	4/17/2023	67.96		242302		
I-208793/2	GLENBROOK RR START UP-PKS	R	4/17/2023	25.96		242302		462.52
	*** VENDOR TOTALS ***					1 CHECKS		462.52
005541	ACUSHNET COMPANY							
I-915005719	MERCH FOR RESALE -OC	R	4/17/2023	2,160.00		242303		
I-915019025	MERCH FOR RESALE - OC	R	4/17/2023	3,750.00		242303		
I-915028229	MERCH FOR RESALE -OC	R	4/17/2023	3,416.56		242303		9,326.56
	*** VENDOR TOTALS ***					1 CHECKS		9,326.56
008252	D H PACE COMPANY INC							
I-ACR/271-4305	STATION 1 BAY DOORS	E	4/19/2023	57,671.00		006961		57,671.00
	*** VENDOR TOTALS ***					1 CHECKS		57,671.00
000026	AHLERS & COONEY PC							
I-840463	SVCS 3/19/23 GEN OBLGTN LEASE	E	4/19/2023	3,938.00		006912		
I-841343	SVCS 3/20/23 AMEND 3 1991 URP	E	4/19/2023	474.50		006912		
I-841344	SVCS 3/19/23 AMEND 13 1989 ED	E	4/19/2023	373.00		006912		
I-841503	SVCS 3/19/23 2023 PCC ST PTCH	E	4/19/2023	1,900.00		006912		
I-841504	SVCS 3/19/23 2023 PCC RECON	E	4/19/2023	1,900.00		006912		
I-841505	SVCS 3/19/23 ORLBR GTWY TRL	E	4/19/2023	1,900.00		006912		10,485.50
	*** VENDOR TOTALS ***					1 CHECKS		10,485.50

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000226	AIRGAS NORTH CENTRAL INC							
I-9135992486	CHEMICAL GLOVES - MU	R	4/17/2023	139.32		242304		139.32
	*** VENDOR TOTALS ***					1 CHECKS		139.32
009981	ALL CITY MANAGEMENT SERVICES,							
I-84495	3/12/23-3/25/23 CROSSING GUARD	E	4/19/2023	3,124.82		006973		3,124.82
	*** VENDOR TOTALS ***					1 CHECKS		3,124.82
000875	ALL STAR PRO GOLF INC							
I-INV31322	STOCK MERCH FOR RESALE-OC	R	4/17/2023	422.93		242305		422.93
	*** VENDOR TOTALS ***					1 CHECKS		422.93
009262	AMAZON CAPITAL SERVICES INC							
C-1Q3K-3VMH-QNPO	CR: HINGE CLIP - ENG	E	4/19/2023	24.45CR		006969		
C-1TJW-PG9V-6VKD	HDMI CONVERTER - OC	E	4/19/2023	19.99CR		006969		
I-1467-74XN-QDXY	STORAGE W/LID-KL	E	4/19/2023	87.21		006969		
I-14LY-TR4C-1MHN	EXTERNAL HARD DRIVE - FD	E	4/19/2023	61.99		006969		
I-16M3-K9TD-J7VP	MULTIMEDIA - KL	E	4/19/2023	19.95		006969		
I-16QL-DQ79-4JWN	MISC BOOKS - KL	E	4/19/2023	139.25		006969		
I-174D-X3QG-3KFG	BACKUP BATTERY/HEADPHONES-IT	E	4/19/2023	588.73		006969		
I-174D-X3QG-N643	MULTIMEDIA - KL	E	4/19/2023	100.80		006969		
I-191L-TWQ3-NLGP	MISC BOOKS - KL	E	4/19/2023	188.16		006969		
I-19CY-7C7V-3L3W	CRAFT STICKS/GIFT WRAP-KL	E	4/19/2023	31.13		006969		
I-19Y6-MVYY-4X9C	MULTIMEDIA - KL	E	4/19/2023	94.12		006969		
I-1D3M-RXFY-3VLX	R/G/B/Y BALLOON GARLAND-KL	E	4/19/2023	28.97		006969		
I-1FRR-CFFX-FK6L	MULTIMEDIA -KL	E	4/19/2023	219.89		006969		
I-1GNV-41Y4-DKNX	MISC BOOKS - KL	E	4/19/2023	89.16		006969		
I-1HJ3-JMNH-6PGR	GEAR BAG - FD	E	4/19/2023	29.29		006969		
I-1JVT-WVTH-33FM	SPEAKER - ACC	E	4/19/2023	37.77		006969		
I-1L7X-6KVR-99RV	MULTIMEDIA - KL	E	4/19/2023	14.20		006969		
I-1LDC-P6NF-6DKX	CANDY / PAPER - KL	E	4/19/2023	74.15		006969		
I-1N1V-GGXF-CFKF	LIGHT SWITCHES - FD	E	4/19/2023	146.94		006969		
I-1NH4-6NKD-4P3F	MULTIMEDIA - KL	E	4/19/2023	40.96		006969		
I-1P39-PXRG-HHWT	MULTIMEDIA-KL	E	4/19/2023	108.80		006969		
I-1P61-9JM6-1RPR	TRAFFIC CONES - FD	E	4/19/2023	49.99		006969		
I-1PK6-KPRP-96XV	MULTIMEDIA - KL	E	4/19/2023	83.04		006969		
I-1PPX-DGYL-3GHD	SOLID BRAID POLY CORD-PRSC	E	4/19/2023	30.85		006969		
I-1RRD-7Q1J-4WLR	REMOVABLE PITCH RUBBER-PRSC	E	4/19/2023	145.59		006969		
I-1VQX-XYXC-19JQ	MISC BOOKS - KL	E	4/19/2023	37.28		006969		
I-1VXT-FJTK-HVVM	MULTIMEDIA - KL	E	4/19/2023	183.13		006969		
I-1W49-KDP3-9H7V	POS SYSTEM - HAWKEYE	E	4/19/2023	56.38		006969		
I-1WHJ-V31V-FHK6	MISC MULTIMEDIA - KL	E	4/19/2023	242.98		006969		
I-1WHQ-39R6-7JCF	COMPUTER PADS - ENG	E	4/19/2023	120.40		006969		
I-1WPX-GQN9-QKRG	COMPUTER PADS/CLIPS - ENG	E	4/19/2023	233.26		006969		
I-1WPX-GQN9-YC9C	POCKET PLANNER -KL	E	4/19/2023	10.82		006969		
I-1XMN-DW4C-C6JV	MULTIMEDIA - KL	E	4/19/2023	140.16		006969		
I-1YXP-QDV9-JGQ4	TRIGGER SPRAYER NOZZLES-PRSC	E	4/19/2023	29.98		006969		3,420.89
	*** VENDOR TOTALS ***					1 CHECKS		3,420.89

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000893	AMERIGROUP							
I-AFD28881	REFUND - FD	R	4/17/2023	1,285.85		242306		1,285.85
	*** VENDOR TOTALS ***					1 CHECKS		1,285.85
008687	ANKENY AMERICAN LEGION POST 42							
I-318-WMR-23	FLAG - MU	R	4/17/2023	56.32		242307		56.32
	*** VENDOR TOTALS ***					1 CHECKS		56.32
008727	ANKENY ART CENTER							
I-04/2023 CLASS	04/10/2023 CANVAS PNTING CLASS	R	4/17/2023	451.20		242308		451.20
	*** VENDOR TOTALS ***					1 CHECKS		451.20
000043	ANKENY COMMUNITY SCHOOLS							
I-FY23 #10 APRIL GYM	APRIL 2023 GYM USE PMT	R	4/17/2023	5,700.00		242309		5,700.00
	*** VENDOR TOTALS ***					1 CHECKS		5,700.00
001270	ANKENY VOLLEYBALL ASSOCIATION							
I-04/01/2023MADHAT	04/01/2023 MAD HATTERS EVENT	R	4/17/2023	788.00		242310		788.00
	*** VENDOR TOTALS ***					1 CHECKS		788.00
009326	RYAN ARENDSE							
I-03/21/2023 MEAL	03/21/2023 MEAL REIMBURSEMENT	E	4/19/2023	11.33		006986		11.33
	*** VENDOR TOTALS ***					1 CHECKS		11.33
000057	ARNOLD MOTOR SUPPLY							
I-15NV147223	OIL DRAIN PLUG/PMPICE CLNR-OCM	R	4/17/2023	19.65		242311		
I-15NV147856	UNIT 815/818 SPARK PLUG/WD40	R	4/17/2023	26.12		242311		
I-15NV148314	UNIT #811 OIL FILTER	R	4/17/2023	17.80		242311		63.57
	*** VENDOR TOTALS ***					1 CHECKS		63.57
002625	PHILIP L ASCHEMAN PHD							
I-4/04/2023	PRE-EMP PSYCH EVALS	R	4/17/2023	550.00		242312		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00
001581	ASHLAND POINT HOA							
I-01232023-AP	CANCELLATION REFUND	R	4/17/2023	75.00		242313		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
008024	AUREON COMMUNICATIONS LLC							
I-04/2023	04/01/23-04/30/23 STATEMENT	E	4/19/2023	942.18		006960		942.18
	*** VENDOR TOTALS ***					1 CHECKS		942.18
000067	BAKER & TAYLOR INC							
I-2037414239	MISC BOOKS - KL	E	4/19/2023	1,862.23		006914		
I-2037423849	MISC BOOKS - KL	E	4/19/2023	430.93		006914		
I-2037424881	MISC BOOKS -KL	E	4/19/2023	386.77		006914		
I-2037431148	MISC BOOKS -KL	E	4/19/2023	15.67		006914		
I-2037431149	MISC BOOKS - KL	E	4/19/2023	1,507.26		006914		
I-2037438710	MISC BOOKS - KL	E	4/19/2023	415.69		006914		4,618.55
	*** VENDOR TOTALS ***					1 CHECKS		4,618.55

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009053	AMY BAKER							
I-04/2023 FITNESS	04/2023 FITNESS REIMBURSMNT	E	4/19/2023	67.00		006985		
I-04/2023 FITNESS2	04/2023 FITNESS REIMBSMNT	E	4/19/2023	50.00		006985		117.00
	*** VENDOR TOTALS ***					1 CHECKS		117.00
010118	BEACON ATHLETICS LLC							
I-0566353-IN	MARKING WHISKERS-PRSC	E	4/19/2023	68.44		006975		68.44
	*** VENDOR TOTALS ***					1 CHECKS		68.44
008331	BLACK CLOVER ENTERPRISES LLC							
I-BCE157432	MERCH FOR RESALE - OC	R	4/17/2023	1,185.35		242314		1,185.35
	*** VENDOR TOTALS ***					1 CHECKS		1,185.35
005950	BLACKSTONE AUDIO INC							
I-2094185	MULTIMEDIA/SHELF SVCS-KL	R	4/17/2023	31.54		242315		
I-2094752A	SHELF SVCS -KL	R	4/17/2023	261.80		242315		
I-2094752B	MULTIMEDIA -KL	R	4/17/2023	1,430.49		242315		
I-2094780	MULTIMEDIA/SHELF SVCS-KL	R	4/17/2023	24.34		242315		
I-2095623	MULTIMEDIA/SHELF SVCS-KL	R	4/17/2023	121.84		242315		1,870.01
	*** VENDOR TOTALS ***					1 CHECKS		1,870.01
011778	BMO HARRIS BANK N.A.							
I-022423000013	CASE NUMBER 23-000460	R	4/17/2023	16.00		242316		16.00
	*** VENDOR TOTALS ***					1 CHECKS		16.00
007515	EFFLUENT INC							
I-I7282	GREASE TRAP INSPECTION-ACC	R	4/17/2023	175.00		242317		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
008100	BOMGAARS SUPPLY INC							
I-79905453	BOOTS- REQUIST	R	4/17/2023	140.00		242318		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
009487	BOOT BARN INC							
I-INV00241948	BOOTS - J. HETH	E	4/19/2023	140.00		006972		
I-INV00241949	BOOTS - Z. MYERS	E	4/19/2023	127.80		006972		
I-INV00241951	MUCK BOOTS - PW	E	4/19/2023	152.99		006972		420.79
	*** VENDOR TOTALS ***					1 CHECKS		420.79
005174	BOUND TREE MEDICAL LLC							
I-84893299	EMS SUPPLIES - FD	R	4/17/2023	188.40		242319		
I-84896247	EMS SUPPLIES - FD	R	4/17/2023	53.37		242319		
I-84897860	EMS SUPPLIES - FD	R	4/17/2023	470.83		242319		
I-84897861	EMS SUPPLIES - FD	R	4/17/2023	37.96		242319		
I-84899355	EMS SUPPLIES - FD	R	4/17/2023	533.14		242319		
I-84899356	EMS SUPPLIES - FD	R	4/17/2023	39.11		242319		
I-84903644	EMS SUPPLIES - FD	R	4/17/2023	138.74		242319		
I-84905275	EMS SUPPLIES - FD	R	4/17/2023	674.28		242319		
I-84910140	EMS SUPPLIES - FD	R	4/17/2023	1,051.20		242319		3,187.03
	*** VENDOR TOTALS ***					1 CHECKS		3,187.03

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011616	TANYA BOYLE							
I-03/23-04/23BOOTCMP	03/23-04/23 BOOTCAMP	E	4/19/2023	200.00		006994		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
000127	BRICK GENTRY PC							
I-393975	03/25/2023 STATEMENT 41891.000	R	4/17/2023	100.00		242320		
I-395761	03/25/2023 STATEMENT 224.008	R	4/17/2023	780.00		242320		
I-395762	3/25/2023 STATEMENT 224.017	R	4/17/2023	150.00		242320		
I-395763	3/25/2023 STATEMENT 224.091	R	4/17/2023	330.00		242320		
I-395765	3/25/2023 STATEMENT 224.031	R	4/17/2023	1,345.00		242320		
I-395767	3/25/2023 STATEMENT 224.003	R	4/17/2023	195.00		242320		
I-395770	3/25/2023 STATEMENT 224.014	R	4/17/2023	45.00		242320		2,945.00
	*** VENDOR TOTALS ***					1 CHECKS		2,945.00
004334	JARED BRIGHT							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS REIMBSMNT	E	4/19/2023	54.00		006937		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
011705	DAKOTA SUPPLY GROUP							
I-S102513331.001	PAINT - MU	R	4/17/2023	1,264.50		242321		
I-S102513331.002	SPRAY PAINT - MU	R	4/17/2023	400.00		242321		
I-S102513331.003	PAINT - MU	R	4/17/2023	1,874.50		242321		3,539.00
	*** VENDOR TOTALS ***					1 CHECKS		3,539.00
008738	BULB GUY LIGHTING							
I-19270	BULBS - PD	E	4/19/2023	399.45		006963		399.45
	*** VENDOR TOTALS ***					1 CHECKS		399.45
011762	CADD MICROSYSTEMS, INC.							
I-SO30033144 A	BLUEBEAM UPGRADE	E	4/19/2023	3,938.00		006981		
I-SO30033144 B	BLUEBEAM UPGRADE	E	4/19/2023	6,744.00		006981		10,682.00
	*** VENDOR TOTALS ***					1 CHECKS		10,682.00
011675	KERRY LYNN WALTER ASHBY							
I-01/23-03/23YOGA	01/23-03/23 YOGA	E	4/19/2023	166.40		006980		166.40
	*** VENDOR TOTALS ***					1 CHECKS		166.40
000385	CAPITAL CITY EQUIPMENT CO							
I-34637D	UNIT #665 PARTS	E	4/19/2023	29.76		006919		29.76
	*** VENDOR TOTALS ***					1 CHECKS		29.76
000453	CARQUEST AUTO PARTS							
I-2330-783682	UNIT 855/861 AIR - OCM	R	4/17/2023	67.16		242322		
I-2330-783755	#652 AIR	R	4/17/2023	16.79		242322		
I-2330-784031	#277 EA GATE	R	4/17/2023	84.36		242322		168.31
	*** VENDOR TOTALS ***					1 CHECKS		168.31

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004613	CENTRAL IOWA DISTRIBUTING							
I-237693	BLACK BAGS- OCM	E	4/19/2023	402.00		006939		
I-237733	JANITORIAL SUPPLIES-PK	E	4/19/2023	1,124.00		006939		
I-237889	CAN LINERS-PKS	E	4/19/2023	2,742.00		006939		
I-237934	METRO JRT JR/GLOVES- PRSC	E	4/19/2023	750.00		006939		5,018.00
	*** VENDOR TOTALS ***					1 CHECKS		5,018.00
011409	CENTRAL MCGOWAN INC							
I-0000232856	CYLINDER RENTAL-OC	E	4/19/2023	24.00		006977		24.00
	*** VENDOR TOTALS ***					1 CHECKS		24.00
000426	CERTIFIED POWER INC							
I-40520477	LIQUID PUMP - PW	R	4/17/2023	1,170.10		242323		1,170.10
	*** VENDOR TOTALS ***					1 CHECKS		1,170.10
008999	CHRISTIAN PRINTERS INC							
I-99341	SPRING 2023 CITY GUIDE	E	4/19/2023	15,511.00		006966		15,511.00
	*** VENDOR TOTALS ***					1 CHECKS		15,511.00
011576	CINTAS CORPORATION							
I-4143679663	1/17/23 SVCS - WATER	R	4/17/2023	177.87		242324		
I-4146503710	2/14/23 SVCS - STREETS	R	4/17/2023	402.39		242324		
I-4147886981	2/28/23 SVCS - STREETS	R	4/17/2023	402.39		242324		
I-4148622211	UNIFORM RENTAL - OCM	R	4/17/2023	23.20		242324		
I-4148632189	3/07/23 SVCS - STREETS	R	4/17/2023	402.39		242324		
I-4150704690	MAT/UNIFORM RENTALS-PKS	R	4/17/2023	113.23		242324		
I-4150704705	MAT RENTAL - ACC	R	4/17/2023	63.81		242324		
I-4150912049	3/29/23 SVCS - WASTE WATER	R	4/17/2023	135.51		242324		
I-4151387946	UNIFORM RENTALS-OCM	R	4/17/2023	58.00		242324		
I-4151388022	MAT RENTALS - OC	R	4/17/2023	76.33		242324		
I-4151399965	4/04/23 SVCS - STREETS	R	4/17/2023	404.43		242324		
I-4151400045	MAT RENTAL - ACC	R	4/17/2023	63.81		242324		
I-4151400150	MAT/UNIFORM RENTAL-PKS	R	4/17/2023	113.23		242324		
I-4152146317	MAT/UNIFORM RENTALS-OC	R	4/17/2023	80.42		242324		
I-4152150794	MAT RENTALS-CH	R	4/17/2023	61.51		242324		2,578.52
	*** VENDOR TOTALS ***					1 CHECKS		2,578.52
002726	CITY OF DES MOINES TREASURY							
I-130014	FY23 #11 WRA MONTHLY ALLOCTN	R	4/17/2023	498,474.80		242325		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
001732	ROGER CLEVELAND GOLF CO INC							
C-7366141 NS	CR: MERCH FOR RESALE -OC	R	4/17/2023	123.03CR		242326		
I-7337643 SO	MERCH FOR RESALE - OC	R	4/17/2023	2,144.84		242326		
I-7340298 SO	MERCH FOR RESALE -OC	R	4/17/2023	963.00		242326		
I-7340298 SO-B	MERCH FOR RESALE - OC	R	4/17/2023	199.05		242326		
I-7358030 SO	MERCH FOR RESALE - OC	R	4/17/2023	692.16		242326		3,876.02
	*** VENDOR TOTALS ***					1 CHECKS		3,876.02

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000189	CONSOLIDATED ELECTRICAL							
I-1884-1043125	MOGUL BASE - PRSC	E	4/19/2023	137.64		006915		137.64
	*** VENDOR TOTALS ***					1 CHECKS		137.64
009380	COSTAR REALTY INFORMATION INC							
I-120283631	COSTAR SUB 3/1-5/31/23	R	4/17/2023	1,343.79		242327		1,343.79
	*** VENDOR TOTALS ***					1 CHECKS		1,343.79
011779	CREDIT ONE BANK, N.A.							
I-22-005573	SUBPOENA FEES	R	4/17/2023	34.25		242328		34.25
	*** VENDOR TOTALS ***					1 CHECKS		34.25
003533	5 TRAILS INC							
I-18313	INSERT PLAQUE- P&R	R	4/17/2023	34.35		242329		
I-18314	AWARDS/PLATES - P&R	R	4/17/2023	130.15		242329		164.50
	*** VENDOR TOTALS ***					1 CHECKS		164.50
010085	CONRAD CRUTHIRDS							
I-03/2023 SHOES	03/2023 SHOE REIMBURSEMENT	E	4/19/2023	28.01		006988		28.01
	*** VENDOR TOTALS ***					1 CHECKS		28.01
000146	CENTURY HOMES CO							
I-63996IN	HIGH PROFILE FERTILIZER-PKS	R	4/17/2023	8,586.00		242330		8,586.00
	*** VENDOR TOTALS ***					1 CHECKS		8,586.00
011776	KENDRA ANNETTE DAY							
I-03/2023 MUSIC	03/2023 LET'S PLAY MUSIC	E	4/19/2023	300.00		006996		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
004238	DEE ZEE FACTORY OUTLET							
I-2154	UNIT #315 PARTS	R	4/17/2023	399.99		242331		399.99
	*** VENDOR TOTALS ***					1 CHECKS		399.99
003099	DELL MARKETING L P							
I-10657789163	DELL PE R740XD WITH WIN22	R	4/17/2023	12,768.10		242332		
I-10664157121	WINDOWS SERVER 2022 HYPER	R	4/17/2023	1,024.82		242332		13,792.92
	*** VENDOR TOTALS ***					1 CHECKS		13,792.92
000605	DEMCO INC							
I-7282735	TAPE/DVD ALBUMS/JACKETS-KL	E	4/19/2023	290.83		006921		
I-7283477	PRELAMINATED STARS - KL	E	4/19/2023	48.65		006921		
I-7287253	BOOKMARKS - KL	E	4/19/2023	119.56		006921		459.04
	*** VENDOR TOTALS ***					1 CHECKS		459.04

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000700	DES MOINES STAMP MFG CO							
I-1215758	NOTARY STAMP - PD	E	4/19/2023	33.00		006922		
I-1215963	ADDRESS STAMP - PD	E	4/19/2023	37.00		006922		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
000606	DES MOINES STEEL FENCE CO INC							
I-60243	FENCE PARTS - PRAC	R	4/17/2023	15.94		242333		
I-60244	FENCE PARTS - PRAC	R	4/17/2023	281.10		242333		297.04
	*** VENDOR TOTALS ***					1 CHECKS		297.04
000160	DES MOINES WATER WORKS							
I-005039 3/28/23	3/28/2023 STATEMENT	R	4/17/2023	212,327.51		242334		
I-005040 3/28/23	3/28/2023 STATEMENT	R	4/17/2023	121,203.24		242334		
I-084542 3/28/23	3/28/2023 STATEMENT	R	4/17/2023	75.00		242334		
I-084793 3/28/23	3/28/2023 STATEMENT	R	4/17/2023	88,669.84		242334		
I-099890 3/28/23	3/28/2023 STATEMENT	R	4/17/2023	125,335.41		242334		
I-100656 3/28/23	3/28/2023 STATEMENT	R	4/17/2023	86,861.07		242334		634,472.07
	*** VENDOR TOTALS ***					1 CHECKS		634,472.07
001327	GL ANKENY LLC							
I-150477 DOW	UNIT #406 HEADLAMP	R	4/17/2023	351.40		242335		351.40
	*** VENDOR TOTALS ***					1 CHECKS		351.40
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-04/2023 DUES	04/2023 QUARTERLY DUES	R	4/17/2023	12,549.78		242336		12,549.78
	*** VENDOR TOTALS ***					1 CHECKS		12,549.78
009477	DIXON ENGINEERING INC							
I-IA2023TSW-5000-1	PAY 1-DELAWARE GND RESVOIR	R	4/17/2023	5,850.00		242337		5,850.00
	*** VENDOR TOTALS ***					1 CHECKS		5,850.00
005556	DLT SOLUTIONS LLC							
I-SI602845	AUTODESK RENEWAL	E	4/19/2023	7,395.36		006949		7,395.36
	*** VENDOR TOTALS ***					1 CHECKS		7,395.36
011780	MARY DODDRIDGE							
I-03/31/23	STORMWATER BMP REIMBURSEMENT	R	4/17/2023	56.00		242338		56.00
	*** VENDOR TOTALS ***					1 CHECKS		56.00
004568	DOLL DISTRIBUTING LLC							
I-1221978	ALCOHOL FOR RESALE-OC	E	4/19/2023	1,719.55		006938		1,719.55
	*** VENDOR TOTALS ***					1 CHECKS		1,719.55

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002143	DOORS INC							
I-332154	LA KEYS CUT/STAMPED-PRSC	E	4/19/2023	84.00		006928		
I-332193	KEYS CUT AND STAMPED-HWKY	E	4/19/2023	120.00		006928		204.00
	*** VENDOR TOTALS ***					1 CHECKS		204.00
000759	JAY EASON							
I-1/23-4/23MILEAGE	01/23-04/23 MILEAGE	E	4/19/2023	48.21		006923		48.21
	*** VENDOR TOTALS ***					1 CHECKS		48.21
005340	ELDER CORPORATION							
I-990-1	PAY 1-NE DELWRE AVE RECON 5/4M	R	4/17/2023	193,428.65		242339		193,428.65
005340	ELDER CORPORATION							
I-PAY 1-NW18THRECON	PAY 1-NW18TH ST RECON/ASH/ANKB	R	4/17/2023	75,546.81		242340		75,546.81
	*** VENDOR TOTALS ***					2 CHECKS		268,975.46
011782	ERIN ENYART							
I-05272023-ENYART	DAMAGE DEPOSIT REFUND/OVRPMT	R	4/17/2023	550.00		242341		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00
005478	EXCEL MECHANICAL COMPANY INC							
I-161021	REPLACE ACTUATORS-FS#1	E	4/19/2023	1,602.00		006946		
I-161427	FS#1 HVAC REPAIRS	E	4/19/2023	409.33		006946		
I-161595	RECOVERY MOTOR REPLCMNT	E	4/19/2023	3,394.00		006946		
I-161733	LEAK/HEAT ENTRY REPAIR-PD	E	4/19/2023	264.00		006946		
I-161734	MAKEUP AIR UNIT REPAIR-WTR	E	4/19/2023	792.00		006946		6,461.33
	*** VENDOR TOTALS ***					1 CHECKS		6,461.33
002285	FASTENAL COMPANY							
I-IADES427086	GLOVES - TRFC	E	4/19/2023	26.16		006930		26.16
	*** VENDOR TOTALS ***					1 CHECKS		26.16
006858	FERGUSON ENTERPRISES INC #1657							
I-0453708 A	RF BOXES - MU	R	4/17/2023	13,500.00		242342		
I-0453708 B	RF BOXES - MU	R	4/17/2023	55.00		242342		13,555.00
	*** VENDOR TOTALS ***					1 CHECKS		13,555.00
008513	FREELAND CORPORATION							
I-264423	BOND MULTIPURPOSE - ACC	E	4/19/2023	165.88		006962		165.88
	*** VENDOR TOTALS ***					1 CHECKS		165.88
011600	FINE PROPERTIES LLC							
I-1007	CAR WASH SERVICES - PD	E	4/19/2023	1,026.00		006978		1,026.00
	*** VENDOR TOTALS ***					1 CHECKS		1,026.00

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011234	FIRE SERVICE TRAINING BUREAU							
I-231679	DOP TRAINING-GOBELL, STUCKER	R	4/17/2023	100.00		242343		
I-231699	DOP TRAINING-ELLIOTT, WEDDLE	R	4/17/2023	100.00		242343		
I-231712	HANDBOOK - FD	R	4/17/2023	92.00		242343		292.00
	*** VENDOR TOTALS ***					1 CHECKS		292.00
007648	DAIOHS USA INC							
I-666057	COFFEE SERVICES - PW	E	4/19/2023	97.50		006959		97.50
	*** VENDOR TOTALS ***					1 CHECKS		97.50
010286	AT&T MOBILITY II LLC							
I-03/272023 FD	02/20/23-03/19/23 STATEMENT-FD	R	4/17/2023	1,132.34		242344		1,132.34
010286	AT&T MOBILITY II LLC							
I-03272023 PD	02/20/23-03/19/23 STATEMENT-PD	R	4/17/2023	1,581.48		242345		1,581.48
	*** VENDOR TOTALS ***					2 CHECKS		2,713.82
002635	FUN EXPRESS LLC							
I-723570018-01	STRESS BALLS- P&R	R	4/17/2023	104.11		242346		104.11
	*** VENDOR TOTALS ***					1 CHECKS		104.11
000211	GALE							
I-81009244	APRIL BIOGRAPHY 2 PLAN	E	4/19/2023	51.73		006916		
I-81009295	APRIL CHRISTIAN ROMANCE 5 PLAN	E	4/19/2023	124.45		006916		
I-81009673	APRIL CHRISTIAN ROMANCE 4 PLN	E	4/19/2023	70.47		006916		246.65
	*** VENDOR TOTALS ***					1 CHECKS		246.65
003712	GALLS, LLC							
I-023798769	UNIFORMS - PD	R	4/17/2023	25.99		242347		
I-023811231	UNIFORMS - PD	R	4/17/2023	271.48		242347		
I-023844170	UNIFORMS - PD	R	4/17/2023	13.59		242347		
I-023870230	UNIFORMS - FD	R	4/17/2023	76.73		242347		
I-023883079	UNIFORMS - FD	R	4/17/2023	146.99		242347		
I-023940666	UNIFORMS - FD	R	4/17/2023	332.75		242347		867.53
	*** VENDOR TOTALS ***					1 CHECKS		867.53
009366	GEMPLER'S INC							
C-CM137535	CR: TOOL DOT REACHER-OCM	E	4/19/2023	45.98CR		006970		
I-INV0004539692	RAIN PANTS - OCM	E	4/19/2023	106.37		006970		60.39
	*** VENDOR TOTALS ***					1 CHECKS		60.39
001775	GENERAL FIRE AND SAFETY							
I-1114	EXTINGUISHER/HOSE - FD	E	4/19/2023	295.00		006925		
I-2334	ANSUL INSPECTION/PARTS - FD	E	4/19/2023	569.00		006925		864.00
	*** VENDOR TOTALS ***					1 CHECKS		864.00

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004643	DEBRA L GERVAIS							
I-01/23-03/23	FITNESS 01/23-03/23 FITNESS REIMBRSMNT	E	4/19/2023	36.00		006940		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
002189	GMIS INTERNATIONAL HEADQUARTER							
I-300008248	AGENCY RENEWAL 7/1/23-6/30/24	R	4/17/2023	375.00		242348		375.00
	*** VENDOR TOTALS ***					1 CHECKS		375.00
009102	GOLDEN VALLEY SUPPLY CO OF IOW							
I-I088865-IN	CEILING TILES -FD	E	4/19/2023	139.39		006967		139.39
	*** VENDOR TOTALS ***					1 CHECKS		139.39
000227	GRAINGER							
C-9662877944	CR: TOILET RETURN	E	4/19/2023	274.78CR		006917		
I-9650651244	PAPER TOWELS - CG	E	4/19/2023	170.86		006917		
I-9662877936	FUSES FOR WATER HEATER-KL	E	4/19/2023	79.50		006917		
I-9663196369	TOILET REPAIRS - PRAC	E	4/19/2023	66.61		006917		42.19
	*** VENDOR TOTALS ***					1 CHECKS		42.19
006348	GRAZIANO BROTHERS INC							
I-234151	FOOD FOR RESALE - OC	E	4/19/2023	320.35		006955		320.35
	*** VENDOR TOTALS ***					1 CHECKS		320.35
000252	GRIMES ASPHALT AND PAVING CORP							
I-23642	3/24/23 COLD MIX	R	4/17/2023	1,736.00		242349		1,736.00
	*** VENDOR TOTALS ***					1 CHECKS		1,736.00
005159	JOHN GUZMAN III							
I-01/23-03/23	FITNESS 01/23-03/23 FITNESS REIMBRSMNT	R	4/17/2023	54.00		242350		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
005993	HANDLEY LAW FIRM							
I-4/04/2023	MARCH 2023 SERVICES - PD	E	4/19/2023	11,920.00		006954		11,920.00
	*** VENDOR TOTALS ***					1 CHECKS		11,920.00
000235	HANIFEN CO INC							
I-244299	UNIT #229 TOWING SVC	R	4/17/2023	242.00		242351		242.00
	*** VENDOR TOTALS ***					1 CHECKS		242.00
007687	HAPPE HOMES LLP							
I-476	SIGN REIMBURSEMENT - CD	R	4/17/2023	590.00		242352		590.00
	*** VENDOR TOTALS ***					1 CHECKS		590.00

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001815	HAWKEYE TRUCK EQUIPMENT							
I-157826	UNIT #315 LIGHT BAR	R	4/17/2023	209.00		242353		209.00
	*** VENDOR TOTALS ***					1 CHECKS		209.00
003604	HEARTLAND WINDOW TREATMENTS IN							
I-14501	ACC BLINDS	R	4/17/2023	1,089.00		242354		1,089.00
	*** VENDOR TOTALS ***					1 CHECKS		1,089.00
004853	HOLT TIRE SERVICE INC							
I-205002	UNIT #861 TURF TRACK	E	4/19/2023	225.98		006942		225.98
	*** VENDOR TOTALS ***					1 CHECKS		225.98
005531	HR GREEN INC							
I-161448 - 8	PAY 8-SW STATE ST FIBER RELCTE	E	4/19/2023	2,082.00		006948		2,082.00
	*** VENDOR TOTALS ***					1 CHECKS		2,082.00
000959	PAUL HUBBARD							
I-02/23-03/23PARKOUR	FY23 FEB-MAR PARKOUR	E	4/19/2023	2,105.60		006982		2,105.60
	*** VENDOR TOTALS ***					1 CHECKS		2,105.60
009027	HUMANA HEALTH CARE PLANS							
I-AFD28209	REFUND - FD	R	4/17/2023	232.08		242355		232.08
	*** VENDOR TOTALS ***					1 CHECKS		232.08
008906	IMAGE TREND INC							
I-142065	MYEMSCARE MONTHLY FEE - FD	E	4/19/2023	83.33		006965		83.33
	*** VENDOR TOTALS ***					1 CHECKS		83.33
009565	INFOSEND INCORPORATED							
I-232670	03/2023 MAIL SERVICES	R	4/17/2023	12,721.44		242356		12,721.44
	*** VENDOR TOTALS ***					1 CHECKS		12,721.44
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007280	UNIT #855 BATTERY -OCM	R	4/17/2023	144.30		242357		144.30
	*** VENDOR TOTALS ***					1 CHECKS		144.30
005442	IOWA ASSOC OF PROF FIRE CHIEFS							
I-2023 MMBRSHIP-VS	2023 MEMBER DUES-SWISHER	R	4/17/2023	160.00		242358		160.00
	*** VENDOR TOTALS ***					1 CHECKS		160.00
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4685457	ALCOHOL FOR RESALE-OC	R	4/17/2023	1,096.35		242359		1,096.35
	*** VENDOR TOTALS ***					1 CHECKS		1,096.35

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000752	IOWA DNR/OPERATOR CERTIFICATIO							
I-2023 PCC-SE CRKVV	PERMIT FEE-CRKVV & ORLBR RD	R	4/17/2023	175.00		242360		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0013331	PLUMBING PIPE - TRFC	R	4/17/2023	804.12		242361		
I-CI-0013649	SIGN TUBING - TRFC	R	4/17/2023	274.02		242361		1,078.14
	*** VENDOR TOTALS ***					1 CHECKS		1,078.14
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10008496	CR: INSTR ASSIST - N DEPREZ	R	4/17/2023	100.00CR		242362		
C-CR10008579	CR: INSTR ASSIST - T CAVENAS	R	4/17/2023	90.00CR		242362		
I-323259	FIELD TRAINING - M. SHELTON	R	4/17/2023	380.00		242362		190.00
	*** VENDOR TOTALS ***					1 CHECKS		190.00
000644	IOWA SIGNAL INC							
I-5523	HANDHOLE REPAIR - TRFC	R	4/17/2023	2,740.00		242363		2,740.00
	*** VENDOR TOTALS ***					1 CHECKS		2,740.00
005644	J PETTIECORD INC							
I-61584	TREE REMOVAL - MU	R	4/17/2023	28,000.00		242364		28,000.00
	*** VENDOR TOTALS ***					1 CHECKS		28,000.00
005238	STEVEN K JACKSON							
I-2/16/2023 SNOW	2/16/2023 SNOW REMOVAL	E	4/19/2023	402.00		006945		
I-3/09/23-3/12/23	3/09/23-3/12/23 SNOW REMOVAL	E	4/19/2023	870.00		006945		1,272.00
	*** VENDOR TOTALS ***					1 CHECKS		1,272.00
005535	JETCO INC							
I-17103	DELAWARE VALVE - MU	R	4/17/2023	4,350.00		242365		
I-17605	TRANSDUCER - MU	R	4/17/2023	2,500.00		242365		
I-17609	DELAWARE RADIO SVCS - MU	R	4/17/2023	229.50		242365		7,079.50
	*** VENDOR TOTALS ***					1 CHECKS		7,079.50
006326	JOHNSON BROTHERS OF IOWA							
I-1827918	ALCOHOL FOR RESALE - OC	R	4/17/2023	507.00		242366		
I-1831009	ALCOHOL FOR RESALE- OC	R	4/17/2023	507.00		242366		1,014.00
	*** VENDOR TOTALS ***					1 CHECKS		1,014.00
011579	BRANDT JOHNSON							
I-03/2023 MILEAGE	03/2023 MILEAGE	E	4/19/2023	10.48		006993		10.48
	*** VENDOR TOTALS ***					1 CHECKS		10.48

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000292	KARL CHEVROLET INC							
I-CTCB914101	VEHICLE #233 REPAIRS	R	4/17/2023	5,078.94		242367		5,078.94
	*** VENDOR TOTALS ***					1 CHECKS		5,078.94
000065	RENEWABLE ENERGY GROUP INC							
I-571414	3/29/23 87E10/DIESEL DYED	E	4/19/2023	20,992.11		006913		
I-94678	2/22/23 DIESEL DYED	E	4/19/2023	1,887.60		006913		22,879.71
	*** VENDOR TOTALS ***					1 CHECKS		22,879.71
010190	KEY ELEMENTS CONSULTING, LLC							
I-2023 WTR CONF-DC	2023 ANNUAL ANKENY WATER CONF	R	4/17/2023	165.00		242368		165.00
	*** VENDOR TOTALS ***					1 CHECKS		165.00
009201	KIESLER POLICE SUPPLY INC							
I-IN211959	SPEER 9MM TMJCF AMMO	E	4/19/2023	8,199.72		006968		8,199.72
	*** VENDOR TOTALS ***					1 CHECKS		8,199.72
011775	JAMIE AARON KELLEY							
I-04/06/2023CLASS	04/06/2023 PLUMBER & PRINCESS	R	4/17/2023	1,053.80		242369		1,053.80
	*** VENDOR TOTALS ***					1 CHECKS		1,053.80
008587	KINZLER CONSTRUCTION SERVICES							
I-2304973.0001	DOOR REPAIR - FS#1	R	4/17/2023	121.50		242370		
I-2305120.0001	PHOTO EYE REPLACEMENT-OCM	R	4/17/2023	300.00		242370		421.50
	*** VENDOR TOTALS ***					1 CHECKS		421.50
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-92796-8	PAY 8-WESTWINDS STORM SWR EXT	E	4/19/2023	2,240.40		006924		2,240.40
	*** VENDOR TOTALS ***					1 CHECKS		2,240.40
002368	LAWSON PRODUCTS INC							
I-9310427047	SHOP PARTS - CG	E	4/19/2023	462.02		006931		462.02
	*** VENDOR TOTALS ***					1 CHECKS		462.02
000402	LINDE GAS & EQUIPMENT							
I-35156702	WELDING RENTAL - PKS	R	4/17/2023	40.06		242371		40.06
	*** VENDOR TOTALS ***					1 CHECKS		40.06
004810	LOGAN CONTRACTORS SUPPLY							
I-B50987	PRIMING PLUG/CAP SEAL - MU	E	4/19/2023	42.87		006941		
I-B54612	NAIL STAKE - MU	E	4/19/2023	179.00		006941		
I-B55524	CAST IRON TRUNCATED DOMES-PKS	E	4/19/2023	379.32		006941		
I-B56226	STREET SUPPLIES - PW	E	4/19/2023	1,314.54		006941		1,915.73
	*** VENDOR TOTALS ***					1 CHECKS		1,915.73

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009304	ELIZABETH LYONS							
I-03/2023	ARTCAMP 03/2023 MERMAID ART CAMP	R	4/17/2023	535.00		242372		535.00
	*** VENDOR TOTALS ***					1 CHECKS		535.00
002183	MCCLURE ENGINEERING CO							
I-2022000919-000 - 8	PAY 8-SW STATE ST RECON-SB LNS	R	4/17/2023	25,060.50		242373		25,060.50
	*** VENDOR TOTALS ***					1 CHECKS		25,060.50
010439	JOSEPH MCCURDY							
I-02/27/23	CLASS 2/27/23 NEO-RESTN CLASS	E	4/19/2023	45.00		006990		
I-03/2023	SHOES/CLASS 02/2023 CLASS/SHOES	E	4/19/2023	190.00		006990		235.00
	*** VENDOR TOTALS ***					1 CHECKS		235.00
011499	KATHERINE MCGRANE							
I-03/06/23-03/10/23	3/6-3/10 TRAVEL REMBSMNT	E	4/19/2023	235.80		006992		235.80
	*** VENDOR TOTALS ***					1 CHECKS		235.80
001671	MCC IOWA LLC							
I-4/01/23-4/30/23	4/01/23-4/30/23 DEDICATE INT	R	4/17/2023	500.00		242374		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
004747	MENARDS							
I-81975	LEADS/CLIP - MU	R	4/17/2023	26.96		242375		
I-83183	TAPE - TRFC	R	4/17/2023	34.81		242375		
I-83396	TEFLON TAPE/AIR HOSE - FD	R	4/17/2023	56.23		242375		
I-83397	TAPE MEASURE - TRFC	R	4/17/2023	17.98		242375		
I-83439	CONDUIT/COVER/CPLR/STRP-PD	R	4/17/2023	61.62		242375		
I-83446	POST SUPPORT - PW	R	4/17/2023	18.98		242375		
I-83451	ANCHORS/GROMMET TOOL KIT-CFAC	R	4/17/2023	15.86		242375		
I-83475	COMP UNION/ SS FCT/PVCFCT-PRSC	R	4/17/2023	15.03		242375		
I-83502 3/22/23	BOW RAKE - PW	R	4/17/2023	89.97		242375		
I-83516	CONCRETE MIX - PW	R	4/17/2023	16.77		242375		
I-83551	FLEX CNNCTR/TIE JAR BLK - FD	R	4/17/2023	52.47		242375		
I-83561	BRASS NZL/GLASS CLN/HNDL - FD	R	4/17/2023	49.17		242375		
I-83562 3/23/23	TEFLON TAPE/STOPPER - MU	R	4/17/2023	5.83		242375		
I-83563	FORK/ROLLER/CLNR/MOP-OCM	R	4/17/2023	74.60		242375		
I-83565	SAFETY TSHIRTS/RAIN SUIT-PKS	R	4/17/2023	45.95		242375		
I-83566	GLUE/INSTANT MIX/SHEAR-KL	R	4/17/2023	24.95		242375		
I-83574	TOP RAIL BLK - PRSC	R	4/17/2023	73.98		242375		
I-83604	AVIATION CUTS/TINNER - TRFC	R	4/17/2023	67.88		242375		
I-83710	BOLT SNAP - PSB	R	4/17/2023	4.38		242375		
I-83713	MASON LINE/LUMBER - MU	R	4/17/2023	45.99		242375		
I-83717	FURRING STRIPS - FD	R	4/17/2023	17.80		242375		
I-83727	SPRAY PAINT BLACK - PKS	R	4/17/2023	6.98		242375		
I-83742	WALL PACK LIGHT - MU	R	4/17/2023	319.96		242375		
I-83772	SCREWS/MIXER - KL	R	4/17/2023	13.20		242375		
I-83775	CLIP/STOPPER/CLEANER - MU	R	4/17/2023	25.24		242375		
I-83778	COUPLER/CLOCK/PAINT -PRSC	R	4/17/2023	100.61		242375		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-83801	VIEWTAINER/LUMBER - MU	R	4/17/2023	50.66		242375		
I-83828	STEM 4WAY KEY - KL	R	4/17/2023	9.58		242375		
I-83833	BLK/TUBING/GRD/TAPE/HMR-PKS	R	4/17/2023	262.36		242375		
I-83848	COPPER/CPLNG/ADPTR/DECOR-PKS	R	4/17/2023	128.10		242375		
I-83895	QUICK LINK - OCM	R	4/17/2023	3.38		242375		
I-83908	DRILLBIT/TAPCON - FD	R	4/17/2023	29.46		242375		
I-83917	BOLT/WASHER - PKS	R	4/17/2023	23.04		242375		
I-83965	COVER GFCI - PRSC	R	4/17/2023	3.83		242375		
I-83981	BLUEDEF/TUBE/MESH - MU	R	4/17/2023	60.50		242375		
I-84092	COUPLING - OCM	R	4/17/2023	6.76		242375		1,860.87
			*** VENDOR TOTALS ***			1 CHECKS		1,860.87
009296	MERRITT COMPANY INC							
I-63686	JANITORIAL SUPPLIES - FS#1	R	4/17/2023	249.93		242377		
I-63687	JANITORIAL SUPPLIES - KL	R	4/17/2023	1,656.27		242377		
I-63688	JANITORIAL SUPPLIES - PSB	R	4/17/2023	300.80		242377		
I-63689	TOWELS - PW	R	4/17/2023	80.53		242377		
I-63690	ACC CLEANING SUPPLIES	R	4/17/2023	1,268.93		242377		3,556.46
			*** VENDOR TOTALS ***			1 CHECKS		3,556.46
007653	STEPHEN G WEIHS							
I-1125	WASP SPRAY/DRY LUBE - MU	R	4/17/2023	311.40		242378		311.40
			*** VENDOR TOTALS ***			1 CHECKS		311.40
001931	METRO WASTE AUTHORITY							
I-70022673	02/2023 MONTHLY CURB IT FEES	E	4/19/2023	98,003.52		006926		98,003.52
			*** VENDOR TOTALS ***			1 CHECKS		98,003.52
011606	MIDWEST CRITICAL POWER LLC							
I-1292	GENERATOR REPAIR	R	4/17/2023	5,413.36		242379		5,413.36
			*** VENDOR TOTALS ***			1 CHECKS		5,413.36
010356	MIDWEST SCORING LLC							
I-401	OUTDOOR LED DRIVER-PRSC	R	4/17/2023	660.00		242380		660.00
			*** VENDOR TOTALS ***			1 CHECKS		660.00
000945	MIDWEST WHEEL COMPANIES							
C-3172057-00	CR: #410 PARTS	R	4/17/2023	289.30CR		242381		
I-3165526-02	UNIT #410 MUD GUARDS	R	4/17/2023	43.36		242381		
I-3172736-00	UNIT 315 PARTS	R	4/17/2023	272.51		242381		
I-3185013-00	PARTS - CONCRETE TRAILERS	R	4/17/2023	14.84		242381		41.41
			*** VENDOR TOTALS ***			1 CHECKS		41.41

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001019	KORY J MILLER							
	I-01/23-03/FITNESS 01/23-03/23 FITNESS REIMBSMNT	R	4/17/2023	54.00		242382		54.00
			*** VENDOR TOTALS ***			1 CHECKS		54.00
1	BAUM, EVAN							
	I-000202304109765 US REFUND	R	4/17/2023	63.76		242262		63.76
1	BEARDEN, JESSE							
	I-000202304109769 US REFUND	R	4/17/2023	97.35		242263		97.35
1	BURBICK, KIRSTEN							
	I-000202304109758 US REFUND	R	4/17/2023	45.82		242264		45.82
1	CARR, WHITNEY							
	I-000202304109759 US REFUND	R	4/17/2023	63.76		242265		63.76
1	CASTRO, JESSICA							
	I-000202304109776 US REFUND	R	4/17/2023	62.98		242266		62.98
1	DANIEL, SELENA							
	I-000202304109766 US REFUND	R	4/17/2023	30.57		242267		30.57
1	DEREUS, JERICA							
	I-000202304109754 US REFUND	R	4/17/2023	59.52		242268		59.52
1	DIGHTON, RYAN							
	I-000202304109770 US REFUND	R	4/17/2023	60.75		242269		60.75
1	DOPHEIDE, KYLEE							
	I-000202304109747 US REFUND	R	4/17/2023	53.50		242270		53.50
1	EASTMAN, CHARLIE							
	I-000202304109746 US REFUND	R	4/17/2023	62.81		242271		62.81
1	ELLENBECKER, TAYLOR							
	I-000202304109764 US REFUND	R	4/17/2023	51.87		242272		51.87
1	ELSE, ANDREW							
	I-000202304109777 US REFUND	R	4/17/2023	55.32		242273		55.32
1	ERRTHUM, TREVOR							
	I-000202304109781 US REFUND	R	4/17/2023	47.74		242274		47.74

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			DATE			NO	STATUS	AMOUNT
1	EVANS, MATHEW							
	I-000202304109774	US REFUND	R	4/17/2023	55.49	242275		55.49
1	FUNK, SHANE							
	I-000202304109753	US REFUND	R	4/17/2023	65.00	242276		65.00
1	GIESELMAN, JENNIFER							
	I-000202304109756	US REFUND	R	4/17/2023	60.52	242277		60.52
1	HANSEN, LOGAN							
	I-000202304109771	US REFUND	R	4/17/2023	56.13	242278		56.13
1	HARMENING, COLE							
	I-000202304109773	US REFUND	R	4/17/2023	42.26	242279		42.26
1	IMMERFALL, ASHLEY							
	I-000202304109749	US REFUND	R	4/17/2023	41.12	242280		41.12
1	KELLER, HALEY							
	I-000202304109750	US REFUND	R	4/17/2023	49.05	242281		49.05
1	KNIGHT, GABBY							
	I-000202304109757	US REFUND	R	4/17/2023	29.58	242282		29.58
1	MEEKER, JOHN							
	I-000202304109748	US REFUND	R	4/17/2023	53.34	242283		53.34
1	MILIUS, JOCELYN							
	I-000202304109755	US REFUND	R	4/17/2023	100.00	242284		100.00
1	NEWLAND, OLIVIA							
	I-000202304109751	US REFUND	R	4/17/2023	13.61	242285		13.61
1	PEDERSON, NOEALLE							
	I-000202304109752	US REFUND	R	4/17/2023	55.20	242286		55.20
1	PERRY, BRYAN							
	I-000202304109780	US REFUND	R	4/17/2023	48.05	242287		48.05
1	RUE, EMILY							
	I-000202304109763	US REFUND	R	4/17/2023	92.06	242288		92.06
1	SANCHEZ, ANDREA							
	I-000202304109775	US REFUND	R	4/17/2023	8.07	242289		8.07

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SCHULTZ, CONNOR							
I-000202304109762	US REFUND	R	4/17/2023	49.69		242290		49.69
1	SHIVERS, BRETT							
I-000202304109760	US REFUND	R	4/17/2023	50.54		242291		50.54
1	SIBLE, ALEXANDER							
I-000202304109772	US REFUND	R	4/17/2023	49.06		242292		49.06
1	STATEN, BRAD							
I-000202304109768	US REFUND	R	4/17/2023	51.26		242293		51.26
1	STOUT, BRENDA							
I-000202304109779	US REFUND	R	4/17/2023	59.74		242294		59.74
1	THOMAS REAL ESTATE							
I-000202304109767	US REFUND	R	4/17/2023	98.67		242295		98.67
1	VEST, DALTON							
I-000202304109778	US REFUND	R	4/17/2023	35.38		242296		35.38
1	WOLFKILL, KAYLEE							
I-000202304109761	US REFUND	R	4/17/2023	52.75		242297		52.75
			*** VENDOR TOTALS ***			36 CHECKS		1,972.32
000391	MOST DEPENDABLE FOUNTAINS							
I-INV71972	HTT TRAILHEAD FOUNTAIN	R	4/17/2023	6,735.00		242383		
I-INV72156	DRINKING FOUNTAIN PARTS-PKS	R	4/17/2023	449.00		242383		7,184.00
			*** VENDOR TOTALS ***			1 CHECKS		7,184.00
006756	MTI DISTRIBUTING INC							
I-1379002-00	UNIT #861 SHAFT PIVOT	R	4/17/2023	83.49		242384		
I-1379268-00	UNIT 861 OIL FILTER	R	4/17/2023	14.62		242384		
I-1379269-00	BLADE COMBO #861	R	4/17/2023	104.74		242384		202.85
			*** VENDOR TOTALS ***			1 CHECKS		202.85
008356	MARK D MUELLER							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS REIMBRSMNT	E	4/19/2023	54.00		006984		54.00
			*** VENDOR TOTALS ***			1 CHECKS		54.00
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-59298	03/23 COLLECTION FEES - OLD	R	4/17/2023	24.50		242385		24.50
			*** VENDOR TOTALS ***			1 CHECKS		24.50

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000350	MUNICIPAL SUPPLY INC							
I-0864367-IN	DISTRIBUTION PARTS	R	4/17/2023	92.88		242386		
I-0864370-IN	METERS - MU	R	4/17/2023	4,191.84		242386		
I-0865573-IN	THREADED 90 BEND - MU	R	4/17/2023	17.60		242386		4,302.32
	*** VENDOR TOTALS ***					1 CHECKS		4,302.32
003832	KELLY MUNTER							
I-03/2023FITNESS	03/2023 FITNESS REIMBRSMNT	E	4/19/2023	15.90		006936		15.90
	*** VENDOR TOTALS ***					1 CHECKS		15.90
009252	LAURA MYERS							
I-23-01	POLYGRAPH EXAMS - PD	R	4/17/2023	1,400.00		242387		
I-23-02	POLYGRAPH EXAMS - PD	R	4/17/2023	700.00		242387		2,100.00
	*** VENDOR TOTALS ***					1 CHECKS		2,100.00
003057	NAPA AUTO PARTS							
C-2986-709013	CR: #687 BEARING/GREASE	R	4/17/2023	68.29CR		242388		
I-2986-708546	AIR FILTER - CG	R	4/17/2023	30.02		242388		
I-2986-708580	FUSES - CG	R	4/17/2023	6.40		242388		
I-2986-708619	FUSES/FUSE HOLDER - CG	R	4/17/2023	62.94		242388		
I-2986-708684	FAB/LOOM SPLIT POLY - CG	R	4/17/2023	44.50		242388		
I-2986-708731	UNIT #665 JUNCTION BLOCK	R	4/17/2023	33.17		242388		
I-2986-708800	UNIT #69 BRAKE PAD/ROTORS	R	4/17/2023	232.86		242388		
I-2986-708933	UNIT #120 LOW PRESSURE SWITCH	R	4/17/2023	58.75		242388		
I-2986-709136	NITRILE GLOVES - CG	R	4/17/2023	15.99		242388		
I-2986-709194	REFRIGERANT - CG	R	4/17/2023	279.99		242388		
I-2986-709202	UNIT #117 TRACK BAR	R	4/17/2023	131.99		242388		
I-2986-709229	OIL FILTERS - CG	R	4/17/2023	33.83		242388		
I-2986-709311	BEAMS/AIR FLTR/BULBS - CG	R	4/17/2023	160.72		242388		
I-2986-709332	UNIT #640 OIL FILTER	R	4/17/2023	12.39		242388		
I-2986-709359	AIR FILTER - CG	R	4/17/2023	19.26		242388		
I-2986-709434	UNIT #277 HOSE FITTINGS	R	4/17/2023	44.08		242388		
I-2986-709437	KEY SET - CG	R	4/17/2023	27.99		242388		1,126.59
	*** VENDOR TOTALS ***					1 CHECKS		1,126.59
011389	NICOLE TEUT							
I-2302	PEDAL WITH POLICE DESIGN-COMM	E	4/19/2023	250.00		006991		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
003164	NILLES ASSOCIATES INC							
I-19119.03	DESIGN ENGINEERING	E	4/19/2023	1,947.50		006934		1,947.50
	*** VENDOR TOTALS ***					1 CHECKS		1,947.50

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011656	NOVELTY PLUS WHOLESALE, INCORP							
I-9804	GLOVES - MU	E	4/19/2023	386.41		006979		386.41
	*** VENDOR TOTALS ***					1 CHECKS		386.41
000367	O'HALLORAN INTERNATIONAL							
I-31P194143	UNIT #647 PARTS	E	4/19/2023	304.07		006918		304.07
	*** VENDOR TOTALS ***					1 CHECKS		304.07
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000298185	04/2023 WORLDSHARE ILL SUB	E	4/19/2023	47.69		006958		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69
003727	ODP BUSINESS SOLUTIONS, LLC							
I-288889205001	COFFEE FILTERS - PD	R	4/17/2023	53.98		242389		
I-289461708001	TAPE/GLOVES/BOOKTAPE-KL	R	4/17/2023	168.56		242389		
I-292061130001	PAPER/PENS/PENCILS - PD	R	4/17/2023	109.54		242389		
I-292061844001	LABELS - PD	R	4/17/2023	26.99		242389		
I-302313080001	NOTEBOOKS - PD	R	4/17/2023	50.34		242389		
I-302699796001	BREAK ROOM SUPPLIES - PSB	R	4/17/2023	173.18		242389		
I-303167559001	BATTERY/TAPE/CARDHLDR-KL	R	4/17/2023	122.89		242389		
I-303169059001	DISINFECTANT -KL	R	4/17/2023	7.55		242389		
I-303800212001	LABEL PAPER/FILES - FD	R	4/17/2023	39.79		242389		
I-303832125001	STOCKABLE FILES - FD	R	4/17/2023	58.00		242389		
I-304768490001	PAPER/NOTEBOOK/PEN/FORKS-CH	R	4/17/2023	113.38		242389		
I-304768983001	ENVELOPES - CH	R	4/17/2023	25.89		242389		
I-305074369001	KLEENEX - KL	R	4/17/2023	58.64		242389		
I-305076428001	PAPER/TONER - KL	R	4/17/2023	210.88		242389		1,219.61
	*** VENDOR TOTALS ***					1 CHECKS		1,219.61
011785	CHRISTIAN OSBORN							
I-4/10/23	STORMWATER BMP REIMBURSEMENT	R	4/17/2023	75.00		242390		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
003105	P & M APPAREL							
I-51579	UNIFORMS - FD	E	4/19/2023	647.50		006933		647.50
	*** VENDOR TOTALS ***					1 CHECKS		647.50
000055	C2G CORPORATION							
I-CG18426	BALANCING BEADS - CG	R	4/17/2023	810.00		242391		810.00
	*** VENDOR TOTALS ***					1 CHECKS		810.00
000699	THE PENWORTHY COMPANY							
I-0589643-IN	MISC BOOKS - KL	R	4/17/2023	345.76		242392		345.76
	*** VENDOR TOTALS ***					1 CHECKS		345.76

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002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-51933003	BEVERAGES FOR RESALE - OC	E	4/19/2023	506.58		006932		506.58
	*** VENDOR TOTALS ***					1 CHECKS		506.58
009158	PERFORMANCE FOODSERVICE - THOM							
I-7244669	FOOD FOR RESALE-OC	R	4/17/2023	1,634.79		242393		1,634.79
	*** VENDOR TOTALS ***					1 CHECKS		1,634.79
002648	PIONEER MANUFACTURING COM							
I-INV874454	MARKING PAINT/PHD CLEANER-PRSC	R	4/17/2023	97.05		242394		97.05
	*** VENDOR TOTALS ***					1 CHECKS		97.05
011708	PLAYAWAY PRODUCTS LLC							
I-425163	MISC MULTIMEDIA - KL	R	4/17/2023	980.11		242395		980.11
	*** VENDOR TOTALS ***					1 CHECKS		980.11
000671	PLUMB SUPPLY COMPANY - DM							
I-8684418	1.6G CLO KIT LC -PRSC	R	4/17/2023	240.00		242396		
I-8706797	TOILETS - PRAC	R	4/17/2023	359.32		242396		599.32
	*** VENDOR TOTALS ***					1 CHECKS		599.32
011781	POLK COUNTY TREASURER							
I-11027	MARCH BLOOD DRAWS - PD	R	4/17/2023	600.00		242397		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
009386	POMP'S TIRE SERVICE, INC							
I-1400105295	UNIT #245 TIRE SERVICE	E	4/19/2023	250.58		006971		250.58
	*** VENDOR TOTALS ***					1 CHECKS		250.58
009270	PROJECT 7 DESIGN INC							
I-3282	GRAPHIC DESIGN SERVICES	R	4/17/2023	2,750.00		242398		2,750.00
	*** VENDOR TOTALS ***					1 CHECKS		2,750.00
002713	PROTEX CENTRAL INC							
I-140798	EXTINGUISHER-ACC	R	4/17/2023	82.00		242399		82.00
	*** VENDOR TOTALS ***					1 CHECKS		82.00
008162	QUESTCDN.COM							
I-INV-0114	REVENUE SHARING 3/1-3/31/23	R	4/17/2023	308.00		242400		308.00
	*** VENDOR TOTALS ***					1 CHECKS		308.00
006390	QUILL CORPORATION							
I-31482856	FELLOWES PLSTC/BNDGCVRS-P&R	R	4/17/2023	50.14		242401		50.14
	*** VENDOR TOTALS ***					1 CHECKS		50.14

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005557	RACOM CORPORATION							
I-2B187436	BELT CLIP - PD	E	4/19/2023	88.20		006950		88.20
	*** VENDOR TOTALS ***					1 CHECKS		88.20
003538	GET SOME GUNS, LLC							
I-20-692541-0	UNIFORMS - PD	R	4/17/2023	570.41		242402		
I-20-692541-1	UNIFORMS - PD	R	4/17/2023	524.74		242402		1,095.15
	*** VENDOR TOTALS ***					1 CHECKS		1,095.15
003960	RDG IA INC							
I-53579 -11	PAY 11-4MILE CRK/TRIBUTARY/4M	R	4/17/2023	27,551.00		242403		27,551.00
	*** VENDOR TOTALS ***					1 CHECKS		27,551.00
001985	RIDD X PEST CONTROL							
I-64187	RODENT CONTROL - FS#2	E	4/19/2023	119.00		006927		
I-64188	03/2023 PEST REMOVAL SERVICES	E	4/19/2023	1,675.00		006927		
I-64197	ANT TREATMENT -OC	E	4/19/2023	119.00		006927		
I-64604	PEST CONTROL - PSB	E	4/19/2023	119.00		006927		
I-64605	PEST CONTROL - WASPS CH	E	4/19/2023	119.00		006927		2,151.00
	*** VENDOR TOTALS ***					1 CHECKS		2,151.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-Y22385	FOOD FOR RESALE - OC	E	4/19/2023	36.96		006956		
I-Y25614	FOOD FOR RESALE - OC	E	4/19/2023	29.84		006956		
I-Y28082	FOOD FOR RESALE - OC	E	4/19/2023	86.62		006956		
I-Y29811	FOOD FOR RESALE - OC	E	4/19/2023	65.82		006956		219.24
	*** VENDOR TOTALS ***					1 CHECKS		219.24
004079	STRAWBERRY PATCH							
I-94004	YOUTH TEES-INDOOR SOCCER	R	4/17/2023	1,632.00		242404		1,632.00
	*** VENDOR TOTALS ***					1 CHECKS		1,632.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-027073	STRUCTURAL BOOTS - FD	E	4/19/2023	537.50		006951		537.50
	*** VENDOR TOTALS ***					1 CHECKS		537.50
006210	CAMIE SCHILTZ							
I-01/23-03/23FITNESS 01/23-03/23 FITNESS		R	4/17/2023	54.00		242405		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006346	SCHINDLER ELEVATOR CORP							
I-8106214322	4/1/23-3/31/24 ANNUAL BILL-FD	R	4/17/2023	1,187.39		242406		1,187.39
	*** VENDOR TOTALS ***					1 CHECKS		1,187.39

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002217	SENECA COMPANIES							
I-2032240	LIFT REPAIR - CG	E	4/19/2023	223.60		006929		223.60
	*** VENDOR TOTALS ***					1 CHECKS		223.60
002108	JOBE SHANNON							
I-01/23-03/23FITNESS	01/23-03/23 FITNESS REIMBSMNT	R	4/17/2023	54.00		242407		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
009468	MAX SHELTON							
I-03/20/23-03/24/23	03/20-24/23 MEAL REIMBSMNT	E	4/19/2023	64.80		006987		64.80
	*** VENDOR TOTALS ***					1 CHECKS		64.80
004842	THE SHERWIN-WILLIAMS CO							
I-3826-7	PAINT -KL	R	4/17/2023	43.96		242408		43.96
	*** VENDOR TOTALS ***					1 CHECKS		43.96
001103	SHRED-IT							
I-8003660995	03/2023 SHREDDING SERVICES-PD	R	4/17/2023	123.06		242409		123.06
	*** VENDOR TOTALS ***					1 CHECKS		123.06
009560	KATHY J EVERT-KJ SIGNS LLC							
I-INV-10023	BANNER WITH GROMMETS-P&R	R	4/17/2023	529.25		242410		529.25
	*** VENDOR TOTALS ***					1 CHECKS		529.25
011783	SOCIETY OF FINANCIAL AWARENESS							
I-06122023-SOFA	DAMAGE DEPOSIT REFUND-KL	R	4/17/2023	100.00		242411		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
010289	RICHARD STAMY							
I-03/2023 FITNESS	03/2023 FITNESS REIMBURSEMENT	E	4/19/2023	18.00		006989		18.00
	*** VENDOR TOTALS ***					1 CHECKS		18.00
001335	STATE OF IOWA							
I-258070	2023 ELEVATOR PERM 12339-FS#1	R	4/17/2023	175.00		242412		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
000441	STETSON BUILDING PRODUCTS INC							
I-15804420-00	OPEN PARK RR	R	4/17/2023	85.89		242413		85.89
	*** VENDOR TOTALS ***					1 CHECKS		85.89
007400	STRYKER SALES CORPORATION							
I-4092842M	EMS TRAVEL/LABOR - FD	R	4/17/2023	190.00		242414		
I-4098761M	LUCAS DEVICE REPLACEMENTS	R	4/17/2023	19,627.71		242414		
I-4105917 M	LOCK PLATE KIT REPAIR - FD	R	4/17/2023	666.00		242414		
I-4106422 M	LIFEPAK CR PLUS REPLACE	R	4/17/2023	357.50		242414		
I-4108029 M	LP 15 SERVICE AGREEMENT	R	4/17/2023	3,298.00		242414		24,139.21
	*** VENDOR TOTALS ***					1 CHECKS		24,139.21

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006324	SUN MOUNTAIN SPORTS							
C-862120	CR: MERCHANDISE FOR RESALE	R	4/17/2023	86.95CR		242415		
I-1100880	MERCHANDISE FOR RESALE-OC	R	4/17/2023	1,114.20		242415		
I-1101413	MERCHANDISE FOR RESALE-OC	R	4/17/2023	730.00		242415		1,757.25
	*** VENDOR TOTALS ***					1 CHECKS		1,757.25
005089	SYNERGY CONTRACTING LLC							
I-PAY 5-HTT WTR TRNS	PAY 5-HTT WTR TRNSMSN MN/DRNG	E	4/19/2023	634,936.90		006944		634,936.90
	*** VENDOR TOTALS ***					1 CHECKS		634,936.90
000124	SYSCO IOWA INC							
I-339040188	FOOD FOR RESALE - OC	R	4/17/2023	282.90		242416		
I-339050062	FOOD FOR RESALE-OC	R	4/17/2023	1,179.31		242416		
I-339052962	FOOD FOR RESALE- OC	R	4/17/2023	27.65		242416		1,489.86
	*** VENDOR TOTALS ***					1 CHECKS		1,489.86
010068	T-MOBILE USA INC							
I-2/21/2023	1/21/23-2/20/23 STATEMENT	R	4/17/2023	1,022.55		242417		
I-3/21/2023	2/21/23-3/20/23 STATEMENT	R	4/17/2023	1,692.54		242417		2,715.09
	*** VENDOR TOTALS ***					1 CHECKS		2,715.09
005911	TARGET SOLUTIONS LEARNING LLC							
I-INV69655	SEMI-ANNUAL SOFTWARE	E	4/19/2023	4,788.30		006953		4,788.30
	*** VENDOR TOTALS ***					1 CHECKS		4,788.30
007220	COMPLETELY IT							
I-TS-INV-12188	FY23 TEAMSIDELINE	R	4/17/2023	1,299.00		242418		1,299.00
	*** VENDOR TOTALS ***					1 CHECKS		1,299.00
011608	THE HOME DEPOT PRO							
C-735975906	CR: TROFFER LIGHT FIXTURE	R	4/17/2023	439.67CR		242419		
I-733120463	LIGHT FIXTURES-EVIDENCE PD	R	4/17/2023	439.67		242419		
I-737760181	WATER HEATER-SOCCER	R	4/17/2023	408.98		242419		408.98
	*** VENDOR TOTALS ***					1 CHECKS		408.98
010127	TK ELEVATOR CORPORATION							
I-1000508456	4/1-6/30/23 ELEVATOR SVC - PD	E	4/19/2023	202.32		006976		202.32
	*** VENDOR TOTALS ***					1 CHECKS		202.32
010114	TODD'S PLUMBING HEATING & COOL							
I-3168	SERVICE CALL/WAX RING-PRSC	R	4/17/2023	171.94		242420		171.94
	*** VENDOR TOTALS ***					1 CHECKS		171.94

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006225	TOUR EDGE GOLF MFG INC							
I-IN-01624411	MERCH FOR RESALE -OC	R	4/17/2023	4,150.00		242421		
I-IN-01624411B	MERCH FOR RESALE-OC	R	4/17/2023	112.50		242421		4,262.50
	*** VENDOR TOTALS ***					1 CHECKS		4,262.50
004159	TOYNE INC							
I-IN0015968	AIRBAG - FD	R	4/17/2023	130.63		242422		
I-IN0015975	RUBBER NUT/SCREWS - FD	R	4/17/2023	38.90		242422		
I-IN0015984	LED STRIP - FD	R	4/17/2023	195.12		242422		
I-IN0015992	TAIL LITE BULB - FD	R	4/17/2023	36.09		242422		400.74
	*** VENDOR TOTALS ***					1 CHECKS		400.74
000465	TREASURER STATE OF IOWA							
I-04/13/2023	MONTHLY SALES & EXCISE TAX	D	4/13/2023	92,560.69		002194		92,560.69
	*** VENDOR TOTALS ***					1 CHECKS		92,560.69
005479	TREMCO WEATHERPROOFING							
I-96989429	ROOF REPAIRS - FS#2	E	4/19/2023	1,434.87		006947		1,434.87
	*** VENDOR TOTALS ***					1 CHECKS		1,434.87
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301327045:01	UNIT #220 PARTS	E	4/19/2023	178.93		006974		
I-XA301327647:01	UNIT #220 PARTS	E	4/19/2023	35.22		006974		214.15
	*** VENDOR TOTALS ***					1 CHECKS		214.15
003278	DAVIS EQUIPMENT CORPORATION							
I-JI77158A	SPACER -JAC - OCM	E	4/19/2023	10.22		006935		
I-JI77334	ROLLERS/SPACERS -OCM	E	4/19/2023	198.76		006935		
I-JI78138	UNIT #855 FILTER	E	4/19/2023	27.60		006935		
I-JI78574	BEDKNIFE UNIT #863	E	4/19/2023	287.85		006935		
I-WI17428	SNAP COVER/RING/NPT ELL-OCM	E	4/19/2023	405.22		006935		929.65
	*** VENDOR TOTALS ***					1 CHECKS		929.65
007363	TYLER TECHNOLOGIES INC							
I-025-417422	1/1-3/31/23 INSITE TRANS FEE	R	4/17/2023	36,844.10		242423		
I-025-418624	1/1-3/31/23 UTILITY BILLING	R	4/17/2023	276.80		242423		37,120.90
	*** VENDOR TOTALS ***					1 CHECKS		37,120.90
011651	CAYDEN TYSDAL							
I-02/2023 NRP CERT	02/2023 NRP CERTIFICATE	E	4/19/2023	50.00		006995		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
009522	UNITED HEALTHCARE							
I-AFD29568	REFUND - FD	R	4/17/2023	342.32		242424		342.32
	*** VENDOR TOTALS ***					1 CHECKS		342.32

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000277	UNITED RENTALS (NORTH AMERICA)							
I-217326626-001	SCISSOR LIFT RENTAL-PRSC	R	4/17/2023	662.20		242425		662.20
	*** VENDOR TOTALS ***					1 CHECKS		662.20
004516	ST LUKE'S HEALTH RESOURCES							
I-172681	MAR PRE-EMP TESTING	R	4/17/2023	42.00		242426		42.00
	*** VENDOR TOTALS ***					1 CHECKS		42.00
005813	EXECUTIVE SERVICES INC							
I-79112	ENVELOPES - PD	E	4/19/2023	160.72		006952		
I-79209	BUSINESS CARDS-SANTEE	E	4/19/2023	46.79		006952		207.51
	*** VENDOR TOTALS ***					1 CHECKS		207.51
002135	UPHDM OCCUPATIONAL MEDICINE							
I-169522	FEB/MAR 2023 SERVICES	R	4/17/2023	3,909.50		242427		3,909.50
	*** VENDOR TOTALS ***					1 CHECKS		3,909.50
002646	UPS STORE							
I-4/03/2023	GROUND COMMERCIAL - FD	R	4/17/2023	50.75		242428		50.75
	*** VENDOR TOTALS ***					1 CHECKS		50.75
006789	HD SUPPLY FACILITIES MAINTENAN							
I-289430	LAB SUPPLIES - MU	E	4/19/2023	80.51		006957		
I-291984	LAB SUPPLIES - MU	E	4/19/2023	1,003.49		006957		1,084.00
	*** VENDOR TOTALS ***					1 CHECKS		1,084.00
000475	UTILITY EQUIPMENT COMPANY							
C-20054076-001	CR: RECEPTOR BOWL OUTLET-MU	E	4/19/2023	2,413.44CR		006920		
I-20054123-000	MANHOLE PARTS - MU	E	4/19/2023	3,291.92		006920		
I-20054238-000	COVERS/FRAME - MU	E	4/19/2023	358.05		006920		1,236.53
	*** VENDOR TOTALS ***					1 CHECKS		1,236.53
005012	VAN-WALL EQUIPMENT INC							
I-5834209	SPRAY LUBE/BRAKE PTS/CLNR-PRSC	E	4/19/2023	37.24		006943		
I-5835398	AIR FILTER KIT - PW	E	4/19/2023	26.59		006943		
I-5836512	TINE -OC M	E	4/19/2023	312.00		006943		375.83
	*** VENDOR TOTALS ***					1 CHECKS		375.83
007560	CORY VAUDT							
I-4/06/23	QUARTERLY STIPEND/MD CELL - FD	E	4/19/2023	3,870.00		006983		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
003998	LAUREL C VEACH							
I-3/24/23	SEWING SERVICES - FD	R	4/17/2023	35.00		242429		35.00
	*** VENDOR TOTALS ***					1 CHECKS		35.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006456	VISU-SEWER INC							
I-34485	SEWER CLEANING - SW	R	4/17/2023	2,021.25		242430		2,021.25
	*** VENDOR TOTALS ***					1 CHECKS		2,021.25
000482	WALMART COMMUNITY							
I-07141	PENS/PAPER TOWELS - MU	R	4/17/2023	143.82		242431		
I-09657 04/10/23	CABLE TIES - P&R	R	4/17/2023	20.52		242431		164.34
	*** VENDOR TOTALS ***					1 CHECKS		164.34
004796	WALSH DOOR & HARDWARE COMPANY							
I-793814	PSB DOOR LOCKS	R	4/17/2023	1,346.24		242432		1,346.24
	*** VENDOR TOTALS ***					1 CHECKS		1,346.24
003376	WASHER SYSTEMS OF IOWA, INC							
I-164440	SPRAY GUN - MU	R	4/17/2023	44.72		242433		44.72
	*** VENDOR TOTALS ***					1 CHECKS		44.72
002569	WASTE CONNECTIONS INC							
I-3481604T071	04/2023 SERVICES - CH	R	4/17/2023	61.64		242434		
I-3481609T071	04/2023 WASTE SERVICES - KL	R	4/17/2023	96.77		242434		
I-3481612T071	04/2023 WASTE SERVICES-OCM	R	4/17/2023	89.51		242434		247.92
	*** VENDOR TOTALS ***					1 CHECKS		247.92
007683	WASTE SOLUTIONS OF IOWA COMPAN							
I-58526	WASTE REMOVAL -OC	R	4/17/2023	818.61		242435		
I-58527	WASTE REMOVAL - OC	R	4/17/2023	408.09		242435		1,226.70
	*** VENDOR TOTALS ***					1 CHECKS		1,226.70
002804	WATER ENVIRONMENT FEDERATION							
I-FY23 01815201	FY23 WEF RENEWAL-MCFARLAND	R	4/17/2023	95.00		242436		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
011784	BRANDY WHITNEY							
I-05282023-WHITNEY	DAMAGE DEPOSIT REFUND/OVERPMT	R	4/17/2023	150.00		242437		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
008820	SIOUXLAND TURF PRODUCTS INC							
I-176898	EARLY ORDER FERTILIZER	E	4/19/2023	4,700.00		006964		4,700.00
	*** VENDOR TOTALS ***					1 CHECKS		4,700.00
005892	ZOOBEAN INC							
I-27523	03/23-02/24 BEANSTACK PREM SUB	R	4/17/2023	2,295.00		242438		2,295.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 4/06/2023 THRU 4/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
*** VENDOR TOTALS ***						1	CHECKS	2,295.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	176	1,817,786.01	0.00	1,817,786.01
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	92,560.69	0.00	92,560.69
EFT:	85	946,426.68	0.00	946,426.68
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	262	2,856,773.38	0.00	2,856,773.38
BANK: APGWB TOTALS:	262	2,856,773.38	0.00	2,856,773.38
REPORT TOTALS:	262	2,856,773.38	0.00	2,856,773.38

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: 4/06/2023 THRU 4/19/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a crane and service body for a Public Works Department Sign Truck (replace existing truck #275) in the amount of \$179,621.00 to National Auto Fleet Group.

EXECUTIVE SUMMARY:

RESOLUTION authorizing the purchase of a crane and service body for a Public Works Department Sign Truck (replace existing truck #275) in the amount of \$179,621.00 to National Auto Fleet Group.

Truck chassis purchase was approved on December 19, 2022. Delivery date is pending, but expected to be within FY 2024. The crane and service body subsequently will be mounted on the truck chassis by Aspen Equipment.

FISCAL IMPACT: **No**

The purchase of the sign truck is included in the approved FY 2023 and FY 2024 budgets, with payment

for chassis planned in FY 2023 and payment for crane and service body upfit in FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the crane and service body for the sign truck as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At the regular meeting on December 19, 2022, the Council approved the purchase of a truck chassis to be used for a new sign truck.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

**RESOLUTION AUTHORIZING THE PURCHASE OF A CRANE AND SERVICE BODY
FOR A PUBLIC WORKS DEPARTMENT SIGN TRUCK**

WHEREAS, the City of Ankeny desires to purchase a crane and service body which will be used for a new sign truck to replace existing truck #275 for the Public Works Department, and;

WHEREAS, the City of Ankeny is a member of Sourcewell, member #67120, the (Contract #060920-NAF) price for the purchase of the crane and service body via Aspen Equipment with National Auto Fleet Group, is \$179,621.00, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from National Auto Fleet Group, in the amount of \$179,621.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY2024 funds to facilitate the purchase of said crane and service body.

DATED at Ankeny, Iowa, this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Crouch Recreation in the amount of \$90,000.00 for the purchase and installation of a playground for Midway Park.

EXECUTIVE SUMMARY:

The City of Ankeny desires to develop Midway Park and include a playground as one of the park's amenities. A request for proposal was sent to three playground vendors with concepts submitted with various playground layouts. The City of Ankeny conducted a Midway Park neighborhood playground vote to select the playground components and ultimately chose the proposal submitted by Crouch Recreation.

FISCAL IMPACT: **No**

The development of Midway Park is included in the City's 2023 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Staff approves of playground purchase and installation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Department staff held a park development meeting on March 2, 2023 regarding the neighborhood's construction of their future park. Public opinions and input were sought on the park's overall concept and included amenities. Park neighbors were invited to preview potential playground designs and vote on their favorite concept with the playground receiving the most votes ultimately being installed in the park.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Proposal
 Playground Concept

RESOLUTION 2023 –

**A RESOLUTION ACCEPTING A PROPOSAL FROM CROUCH RECREATION IN THE AMOUNT OF
\$90,000 FOR THE PURCHASE OF A PLAYGROUND FOR MIDWAY PARK**

WHEREAS, the City of Ankeny desires to install a playground in Midway Park, and;

WHEREAS, a request for proposal was sent to three playground vendors, and;

WHEREAS, the results of the request for proposals from the vendors are as follows:

- Cunningham Recreation \$90,000
- Outdoor Recreation Products \$90,000
- Crouch Recreation \$90,000

WHEREAS, the City of Ankeny conducted a neighborhood meeting on March 2, 2023 to vote and select the playground design to be installed at Midway Park, and;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby accept the proposal from Crouch Recreation in the amount of \$90,000 for the design, equipment and installation of a playground for Midway Park.

DATED this 17th day of April 2023.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, Clerk's Office

Crouch Recreation, Inc.
 1309 S 204th Street #330
 Elkhorn, NE 68022
 nicole@crouchrec.com
 www.crouchrec.com

Quote



ADDRESS

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

SHIP TO

City of Ankeny
 C/O SW Des Moines Street
 1210 NW Prairie Ridge Drive
 Ankeny, IA 50023

QUOTE #	DATE	EXPIRATION DATE
2331	02/16/2023	05/15/2023

SALES REP
 Nathan Gruver

DATE	ACTIVITY	QTY	RATE	AMOUNT
	KOMPAN. KSW926-CUSTOM KSW926 CUSTOM VARIANT - SWING	1	4,288.00	4,288.00
	KOMPAN. GXY959012-3717 ROTATING DISC - GREEN INGROUND	1	7,360.00	7,360.00
	KOMPAN. PCM100331-0903 PLAY TOWER WITH NET NATURE, PE SLIDE, IN- GROUND 90CM	1	14,904.00	14,904.00
	KOMPAN. PCE211031-0902 MAUNA KEA NATURE - IN-GROUND	1	32,536.00	32,536.00
	KOMPAN. KPL104-0411 PUMA Springer	1	672.00	672.00
	KOMPAN. M87403-3617 Stepping Pod, 2 ft In- ground 80cm	1	440.00	440.00
	KOMPAN. M87402-3617 Stepping Pod, 1 ft In- ground 80cm	2	384.00	768.00
	KOMPAN. M87401-3617 Stepping Pod, Ground Level In-ground 80cm	2	336.00	672.00
	KOMPAN. PCM002921 PEEKABOO TUNNEL - CLASSIC	1	4,126.00	4,126.00
	Freight	1	7,865.00	7,865.00
	Dynacushion 4' x 6' x 2" Rubber Swing Mat	4	225.00	900.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Freight	1	600.00	600.00
	JVS Contracting Installation of Equipment	1	14,869.00	14,869.00

Items needed to place the order:

*Tax Exempt Form

*Signed Quote

SUBTOTAL

90,000.00

TAX

0.00

TOTAL

\$90,000.00

1.5% Late Fee will be added to any Invoices past 14 days late of the due date.

Please see payment terms above.

Accepted By

Accepted Date

PLAYGROUND LAYOUT

AREA A: 12 YRS

AREA B: 2-5 YRS

SLIP & SPIN SET

AREA = 1800 SQ.FT.

AREA: 1875 SF PERIMETER: 115 LF

0 15

SCALE

NORTH

2-12
AGE RANGE

45
USERS

23 PLAY ACTIVITIES



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 5/1/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:
The not to exceed \$3,248,000 Water Revenue Capital Loan Notes are being proposed to fund the design and construction of the South Ankeny Boulevard Transmission Main project in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The not to exceed \$3,248,000 Water Revenue Capital Loan Notes will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:
Recommend resolution fixing date for a meeting on the authorization of a loan and disbursement agreement

and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", 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 resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,248,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed \$3,248,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 1st day of May, 2023, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: April 25, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$3,248,000 WATER REVENUE CAPITAL
LOAN NOTES, AND THE HEARING ON THE ISSUANCE
THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 1st day of May, 2023, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$3,248,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 17th day of April, 2023.

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the ____ day of _____, 2023.

(End of Notice)

PASSED AND APPROVED this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified list for appointment to GIS Specialist, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified list for appointment to GIS Specialist, subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certified list

April 17 20, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

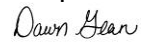
From: Civil Service Commission

At the April 11, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

GIS Specialist – IT Department:

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

Respectfully submitted,



Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public ingress egress easement located on Lot 5 Northview Centre Plat 2; and associated with the development of 245 NW 18th Street, Lot 5 Northview Centre Plat 2 Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Ingress Egress Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC INGRESS EGRESS EASEMENT LOCATED ON LOT 5 NORTHVIEW CENTRE PLAT 2; AND ASSOCIATED WITH THE DEVELOPMENT OF 245 NW 18th STREET, LOT 5 NORTHVIEW CENTRE PLAT 2 SITE PLAN

WHEREAS, the City Council approved Northview Centre Plat 2 final plat on March 2, 2015;

WHEREAS, a Public Ingress Egress Easement, located on Lot 5 Northview Centre Plat 2; and associated with the development of the 245 NW 18th Street, Lot 5 Northview Centre Plat 2 Site Plan, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Ingress Egress Easement, located on Lot 5 Northview Centre Plat 2; and associated with the development of the 245 NW 18th Street, Lot 5 Northview Centre Plat 2 Site Plan is hereby accepted.

PASSED AND APPROVED this 17th day of April, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Nathan Barber, Belin McCormick, P.C., 666 Walnut Street, Ste. 2000, Des Moines, Iowa 50309; 515-283-4676

PUBLIC INGRESS/EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **DLE Seven, L.L.C.**, an Iowa limited liability company, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

A PART OF LOT 5, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°05'16" EAST ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 13.50 FEET; THENCE SOUTH 89°54'44" EAST, 33.67 FEET; THENCE SOUTH 00°05'16" WEST, 13.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 5; THENCE NORTH 89°54'44" WEST ALONG SAID SOUTHERLY LINE, 33.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (455 SQUARE FEET).

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Ingress/Egress

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.

The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 7th day of April, 2023.

Signature Page Follows – Remainder of Page Blank

Signature Page - Easement

GRANTOR:

DLE SEVEN, L.L.C., an Iowa limited liability company

By: _____

Dennis S. Elwell Manager

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This instrument was acknowledged before me this 7th day of April, 2023 by Dennis S. Elwell as Manager of DLE SEVEN, L.L.C., an Iowa limited liability company.

By: _____

Printed Name: _____
Notary Public



EXHIBIT 'A' - EASEMENT PLAT

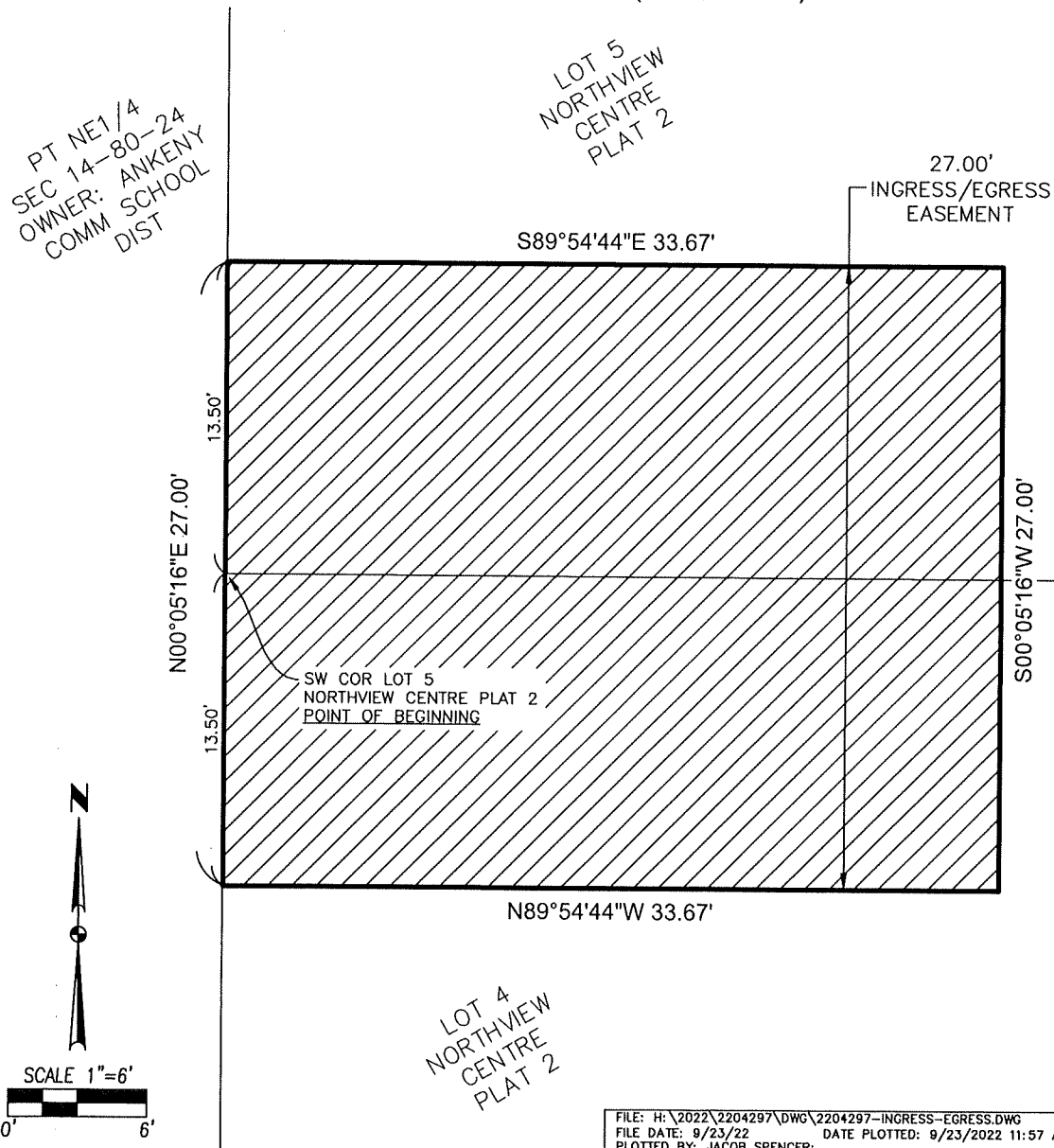
OWNER

DLE SEVEN, LLC
P.O. BOX 187
ANKENY, IOWA 50021

INGRESS / EGRESS EASEMENT DESCRIPTION

A PART OF LOTS 4 AND 5, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°05'16" EAST ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 13.50 FEET; THENCE SOUTH 89°54'44" EAST, 33.67 FEET; THENCE SOUTH 00°05'16" WEST, 27.00 FEET; THENCE NORTH 89°54'44" WEST, 33.67 FEET TO THE WESTERLY LINE OF SAID LOT 4; THENCE NORTH 00°05'16" EAST ALONG SAID WESTERLY LINE, 13.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (909 SQUARE FEET).



1
1
2204.297

PT LOTS 4 & 5 - NORTHVIEW
CENTRE PLAT 2
EASEMENT PLAT
ANKENY, IOWA

GA
CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting Easements associated with the development of Lot 1, Park Sight Office Park at Prairie Trail Plat 4.

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
 Public Water Main Easement
 Storm Water Management Easement

RESOLUTION

RESOLUTION ACCEPTING EASEMENTS ASSOCIATED WITH THE DEVELOPMENT OF LOT 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

WHEREAS, a Public Water Main Easement and a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement are required for the purpose of construction, installation and maintenance of public water main and storm water management associated with the development of Lot 1, Park Sight Office Park at Prairie Trail Plat 4; and

WHEREAS, a Public Water Main Easement and a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement have been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

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

1. That the Public Water Main Easement and the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Lot 1, Park Sight Office Park at Prairie Trail Plat 4 are hereby accepted.

PASSED AND APPROVED this 17th day of April, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Tharen Helgerson Nilles Associates, Inc. 1933 SW Magazine Road Ankeny, Iowa 50023 Phone: 515 965-0123

PUBLIC WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Veridian Credit Union, City of Cedar Rapids, County of Linn, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Water Main

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 27 day of March, 2023.

Grantor: Veridian Credit Union

By: [Signature]

Name: Mark Koppedryer

Title: Senior Vice President of Retail

STATE OF IOWA, COUNTY OF Linn, ss:

On this 27th day of March, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Mark Koppedryer, to me personally known, who being by me duly sworn, did say that he is Senior Vice President of Retail, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Veridian Credit Union, by it and by him voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

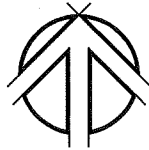
PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

EXHIBIT "A"

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251



NORTH



SCALE

LEGEND

P.O.B.



Point of Beginning

Subject easement area

Existing boundary line

Existing easement line

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF EASEMENT AREA

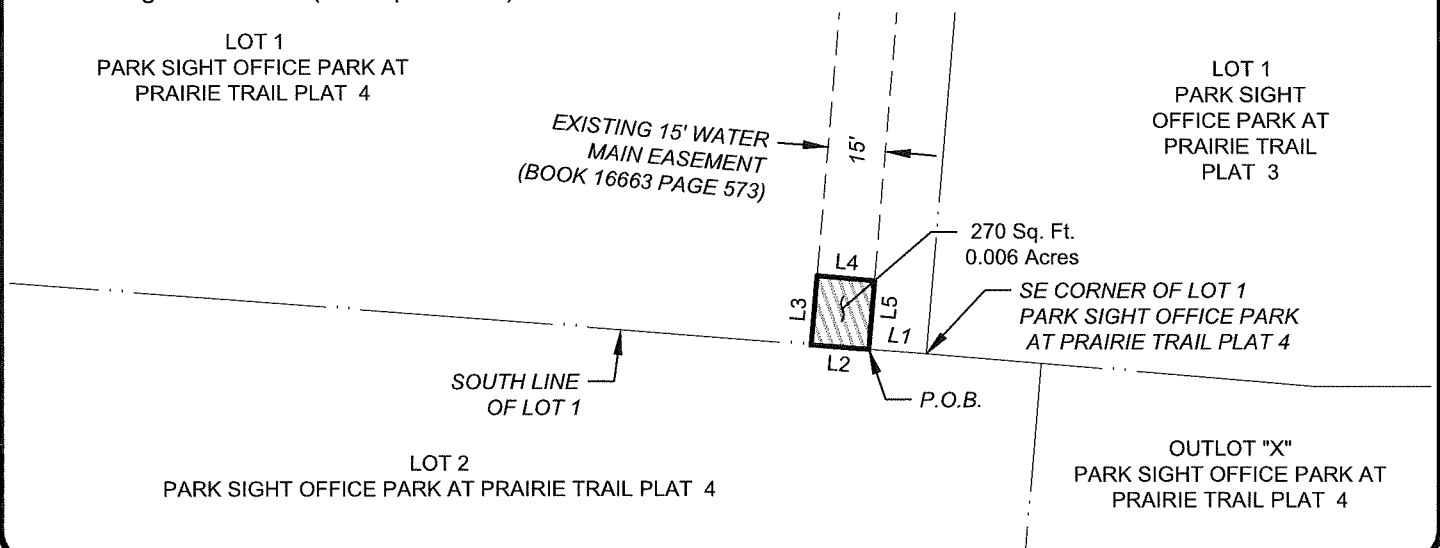
That part of Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the southeast corner of said Lot 1; thence North 85 degrees 32 minutes 47 seconds West, a distance of 15.00 feet, to the Point of Beginning; thence North 85 degrees 32 minutes 47 seconds West, a distance of 15.00 feet; thence North 04 degrees 49 minutes 16 seconds East, a distance of 18.07 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 15.00 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 17.98 feet, to the Point of Beginning.

Containing 0.006 acres (270 square feet) more or less.

LINE TABLE

Line #	Direction	Length
L1	N85°32'47"W	15.00'
L2	N85°32'47"W	15.00'
L3	N4°49'16"E	18.07'
L4	S85°10'44"E	15.00'
L5	S4°49'16"W	17.98'



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VERID-1

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Corey Mayo, Olsson Engineers, 1717 Ingersoll Avenue, Suite 111, Des Moines, IA 50309, (515) 331-6517

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **Veridian Credit Union** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 1, IN PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL, PLAT 4, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa, locally known as 2115 SW State Street, Ankeny, Iowa

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

AN EASEMENT LOCATED IN LOT 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, RECORDED IN BOOK 17718, PAGE 217 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S04°45'09"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S04°45'09"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 78.97 FEET; THENCE N85°37'51"W, 113.81 FEET; THENCE S74°12'01"W, 34.71 FEET; THENCE N85°36'54"W, 77.59 FEET; THENCE N08°19'30"E, 36.62 FEET; THENCE S65°46'00"E, 51.82 FEET; THENCE S83°57'05"E, 61.43 FEET; THENCE N44°26'41"E, 96.41 FEET; THENCE S85°38'51"E, 49.77 FEET TO THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

(hereinafter referred to as the “Easement Area”).

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners (“Owners”) in **Veridian Credit Union** shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City’s Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor’s obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of **Veridian Credit Union** is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to

request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/[Number of lots in Benefited Property] assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.

- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.

20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

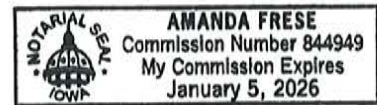
Signed this 6th day of April, 2023.

Grantor: Veridian Credit Union

By: [Signature]

Name: Mark Koppedryer

Title: Senior Vice President of Retail



STATE OF IOWA, COUNTY OF Linn, ss:

On this 6th day of April, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Grantor, to me personally known, who being by me duly sworn, did say that he is Title of Grantor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, LLC, etc., by it and by him voluntarily executed.

[Signature: Amanda Frese]
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

Owner:

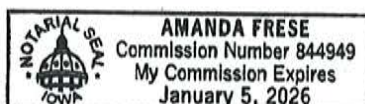
By: [Signature]

Name: Mark Koppedryer

Title: Senior Vice President of Retail

STATE OF IOWA, COUNTY OF LINN, ss:

On this 6th day of April, 2023, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mark Koppedryer, to me personally known, who being by me duly sworn, did say that he is the SR VP of Retail of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark Koppedryer, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.



[Signature: Amanda Frese]
Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and **Veridian Credit Union** hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

AN EASEMENT LOCATED IN LOT 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, RECORDED IN BOOK 17718, PAGE 217 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S04°45'09"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S04°45'09"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 78.97 FEET; THENCE N85°37'51"W, 113.81 FEET; THENCE S74°12'01"W, 34.71 FEET; THENCE N85°36'54"W, 77.59 FEET; THENCE N08°19'30"E, 36.62 FEET; THENCE S65°46'00"E, 51.82 FEET; THENCE S83°57'05"E, 61.43 FEET; THENCE N44°26'41"E, 96.41 FEET; THENCE S85°38'51"E, 49.77 FEET TO THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

and applies to the property described as:

Lot 1, IN PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL, PLAT 4, an Official Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa, locally known as 2115 SW State Street, Ankeny, Iowa

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: Veridian Credit Union

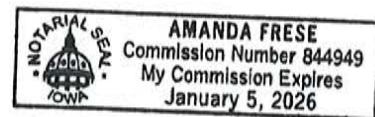
By Mark

Name Mark Koppedryer

Date 2.6.23

Witness Amanda Frese

Name Amanda Frese



LENDER NAME:

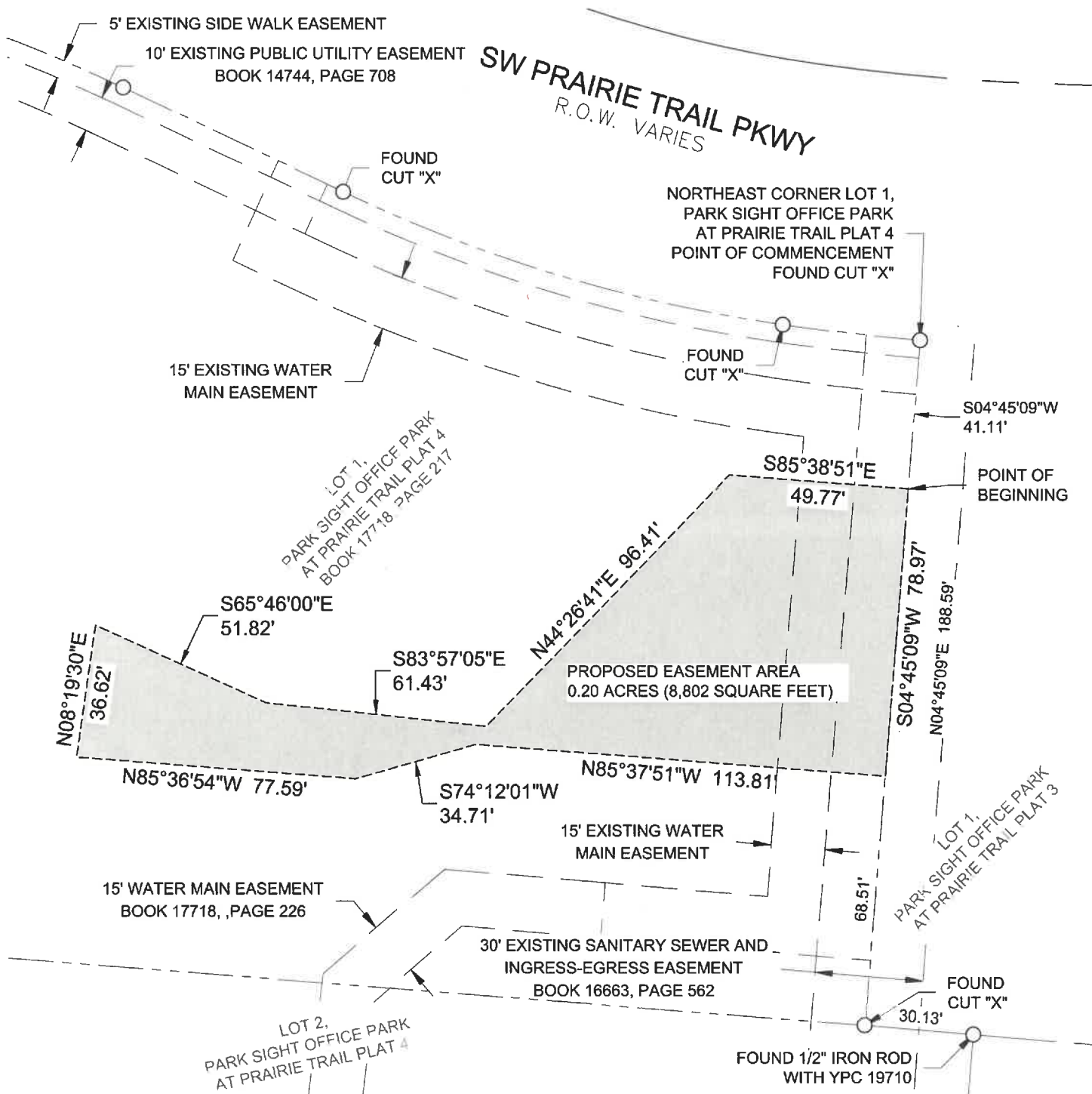
By: _____

Name: _____

Title: _____

EASEMENT EXHIBIT

IN A PART OF LOT 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4



EASEMENT DESCRIPTION:

AN EASEMENT LOCATED IN LOT 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, RECORDED IN BOOK 17718, PAGE 217 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S04°45'09"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S04°45'09"W, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 78.97 FEET; THENCE N85°37'51"W, 113.81 FEET; THENCE S74°12'01"W, 34.71 FEET; THENCE N85°36'54"W, 77.59 FEET; THENCE N08°19'30"E, 36.62 FEET; THENCE S65°46'00"E, 51.82 FEET; THENCE S83°57'05"E, 61.43 FEET; THENCE N44°26'41"E, 96.41 FEET; THENCE S85°38'51"E, 49.77 FEET TO THE EAST LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

EASEMENT AREA:
0.20 ACRES (8,802 SQUARE FEET)

LEGEND:

- PROPERTY LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- FOUND MONUMENT (AS DESCRIBED)
- YPC YELLOW PLASTIC CAP

OWNER:
VERIDIAN CREDIT UNION
1827 ANSBOROUGH AVE
WATERLOO, IA 50701-3629

SITE ADDRESS:
2115 SW STATE ST
ANKENY, IA 50023



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

NAME: SCOTT A. CATRON
LICENSE NUMBER 22232
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023.

DATE

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1



0' 20' 40'
SCALE IN FEET

PROJECT NO: 022-04763

DRAWN BY: SAC

DATE: 2-21-2023

EASEMENT EXHIBIT

olsson

1717 Ingersoll Ave, Suite 111
Des Moines, IA 50309
TEL 515.331.6517

EXHIBIT

1 OF 1



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the Mayor to sign a Hold Harmless Agreement allowing Veridian Credit Union to place a monument sign within a Sanitary Sewer Easement.

EXECUTIVE SUMMARY:

Veridian Credit Union and city staff have agreed to a set of terms and conditions regarding the placement of a monument sign within the Sanitary Sewer Easement on the northwest corner of the property at 2115 SW State Street.

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
 Hold Harmless Agreement
 Aerial Map

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A HOLD HARMLESS AGREEMENT ALLOWING VERIDIAN CREDIT UNION TO PLACE A MONUMENT SIGN WITHIN A SANITARY SEWER EASEMENT

WHEREAS, the Veridian Credit Union building is under review at 2115 SW State Street and additional monument signage is proposed; and

WHEREAS, the proposed monument sign will be placed in the northwest corner of the property, within a Sanitary Sewer Easement; and

WHEREAS, Veridian Credit Union and city staff have agreed to a set of terms and conditions regarding the placement of the monument sign within the Sanitary Sewer Easement, a copy of which agreement is hereto attached.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Hold Harmless Agreement on behalf of the City of Ankeny, Iowa, authorizing Veridian Credit Union to place a monument sign within a portion of the Sanitary Sewer Easement.

PASSED AND APPROVED this 17th day of April 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Christopher J. Wand, 401 8th Ave. SE, Cedar Rapids, IA 52401

563-599-6800

SPACE ABOVE THIS LINE FOR RECORDER

Hold Harmless Agreement

Whereas, *Veridian Credit Union*, (hereinafter "Property Owner") has requested permission to place a *ground-mounted monument sign* in a portion of the City of Ankeny's (hereinafter the "City") sanitary sewer easement, more particularly described as follows:

The west 50-feet of Lot 1, Park Sight Office Park at Prairie Trail Plat 4
and;

Whereas, the City is agreeable to allowing *Veridian Credit Union* to place its *ground-mounted monument sign* in a portion of the Sanitary Sewer Easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow *Veridian Credit Union* to place its *ground-mounted monument sign* at the northwest corner of Lot 1, Park Sight Office Park at Prairie Trail Plat 4 , in a portion of the City's Sanitary Sewer Easement. Said *ground-mounted monument sign* shall otherwise comply with all agreements, ordinances and laws.

2. *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest, agrees to remove the *ground-mounted monument sign*, at no cost to the City, within 14 days of the City's request for said removal, to allow work on the sanitary sewer or other utilities. If *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest, fails to remove said *ground-mounted monument sign* within the 14 days of the City's request then the City shall have the right to remove said *ground-mounted monument sign* at *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest, cost. In the event of a need for an emergency repair to the sanitary sewer line, the City shall have the right to remove said *ground-mounted monument sign* and bill the cost to *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest and *Veridian Credit Union*, and/or *Veridian Credit Union's* successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the **ground-mounted monument sign** is removed, and if at the time the **ground-mounted monument sign** is removed it is a legal nonconforming use, **Veridian Credit Union** shall have the right to rebuild the same **ground-mounted monument sign** that was removed in the same or a comparable location, at **Veridian Credit Union** expense.

4. **Veridian Credit Union** agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of **Veridian Credit Union** use of the City's Sanitary Sewer Easement or the removal or rebuilding of its **ground-mounted monument sign**.

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. **Veridian Credit Union** has caused this Agreement to be executed by its authorized representative.

Dated this 27 day of March, 2022.
City of Ankeny, Iowa **Veridian Credit Union**

By: _____
Mark E. Holm, Mayor

Attest:

By: Mark Koppedryer
Name: Mark Koppedryer
Title: VP of Retail

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

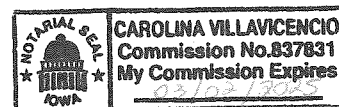
On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2022, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF LINN, ss:

On the 27 day of March, 2023, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mark Koppedryer, to me personally known, who being by me duly sworn, did say that he/she is the VP of Retail of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark Koppedryer, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Carolina Villavicencio
Notary Public in and for the State of Iowa





N



1 inch = 200 feet

Date: 4/11/2023

Veridian Credit Union
2115 SW State Street
Lot 1, Park Sight Office Park at Prairie Trail Plat 4





ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of roadway easement along SW 3rd Street at 2943 SW 3rd Street. (date of hrg: 5/1/23 @ 5:30 p.m.).

EXECUTIVE SUMMARY:

The City has received a request to vacate a portion of Roadway Easement along SW 3rd Street at 2943 SW 3rd Street. This location is south of W 1st Street and east of SW Irvinedale Drive, north of John Deere and Ankeny Baptist Church. The Roadway Easement was filed and recorded February 11, 1947 by the United States of America. In 1970, Polk County assigned the easement to the City of Ankeny. In November 1973, a plat of survey was recorded for the applicant's property, which did not show or acknowledge the full width of the Roadway Easement. Also in November 1973, a building permit for a single-family home was issued. The Certificate of Occupancy was issued February 1975. In May 1982, the City Engineer sent a letter to the property owners bringing this easement to their attention. The property has transferred ownership since then. At this time, a home sale is pending due to the home's location within the Roadway Easement area. The current property owners have requested a portion of the Roadway Easement be vacated. The Public Works Department has requested that the City retain at least 30-feet from the centerline of the road. The applicant has surveyed the property and requested that the City vacate the excess Roadway Easement area as shown on the vacation plat. Chapter 153 of Ankeny Municipal Code

states, “Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.” City staff has reviewed the request, and has determined that the vacation is appropriate.

FISCAL IMPACT: Yes

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on April 4, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Vacation Plat
 Applicant Letter

RESOLUTION 2023-

**A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE
CITY COUNCIL OF THE CITY OF ANKENY, IOWA,
TO CONSIDER A REQUEST TO VACATE A PORTION OF ROADWAY EASEMENT
ALONG SW 3RD STREET AT 2943 SW 3RD STREET**

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of roadway easement along SW 3rd Street at 2943 SW 3rd Street, and being legally described as follows:

SEE ATTACHED RIGHT-OF-WAY VACATION PLAT

WHEREAS, City staff have reviewed the request, and determined that the vacation is appropriate; and

WHEREAS, the Code of Iowa provides that public right-of-way may be vacated only after notice and hearing as provided by law.

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

1. That a public hearing shall be held at 5:30 P.M. on the 1st day of May, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of roadway easement along SW 3rd Street at 2943 SW 3rd Street; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

DATED at Ankeny, Iowa this 17th day of April, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF ROADWAY EASEMENT
ALONG SW 3RD STREET AT 2943 SW 3RD STREET**

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that on the 1st day of May, 2023, at 5:30 P.M., in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, a public hearing will be held by said City Council in connection with the proposed Resolution regarding the vacation of certain roadway easement lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

Said Resolution further proposes that said roadway easement be vacated by the City and conveyed to Kara Bixby Rodriguez and Joel Rodriguez Castro. Said conveyance will be made by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed vacation of said roadway easement, as described above, will be heard before the City Council of the City of Ankeny, Iowa, at the time and place aforesaid, and that at such time and place all parties in interest and citizens shall have an opportunity to be heard.

DATED this 17th day of April, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register on the __ day of _____, 2023.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIC J. MILLER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
ERICMILLER@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT S3/4 OF NW1/4
SEC. 22-80-24
REQUESTED BY:
MICHAEL WESTBROOK

RIGHT-OF-WAY VACATION PLAT

VACATION DESCRIPTION

A PART OF SW 3RD STREET RIGHT-OF-WAY LOCATED IN THE SOUTH 3/4 OF THE NORTHWEST 1/4 OF SECTION 22, 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 NORTHWEST CORNER OF SAIDSECTION 22; THENCE SOUTH 00°10'19" WEST ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 658.10 FEET TO THE NORTH LINE OF SAID SOUTH 3/4; THENCE NORTH 89°35'43" EAST ALONG SAID NORTH LINE, 67.00 FEET; THENCE SOUTH 00°24'17" EAST, 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°35'43" EAST, 289.06 FEET TO THE WEST LINE OF PARCEL "A" AS SHOWN IN THE PLAT OF SURVEY RECORDED IN BOOK 6183, PAGE 210 IN THE OFFICE OF THE POLK COUNTY RECORDER; THENCE SOUTH 00°28'32" WEST ALONG SAID WEST LINE OF PARCEL "A", A DISTANCE OF 37.90 FEET; THENCE NORTH 89°45'53" WEST, 288.49 FEET; THENCE NORTH 00°24'17" WEST, 34.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24 ACRES (10,479 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

REQUEST BY

MICHAEL J WESTBROOK
2943 SW 3RD ST
ANKENY, IA 50023-5119

DATE OF SURVEY

MARCH 17, 2023

OWNER

MICHAEL J WESTBROOK
2943 SW 3RD ST
ANKENY, IA 50023-5119

BASIS OF BEARING

THE WEST LINE OF THE NW 1/4 OF SECTION 22 IS ASSUMED TO BEAR SOUTH 00°10'19" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey

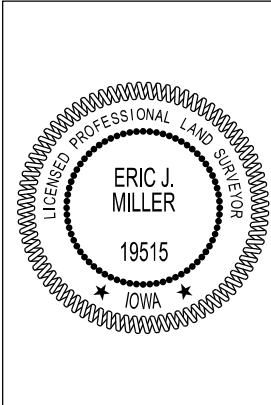
Section Corner
1/2" Rebar, Orange Plastic Cap #19515
1/2" Rebar, Yellow Plastic Cap
(Unless Otherwise Noted)
ROW Rail
Calculated Point
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found

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C

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○



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.

Eric J. Miller 3/24/23
Eric J. Miller, PLS Date

License Number 19515
My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:
Sheets 1 and 2 of 2

PT OF S3/4 OF THE NW1/4 OF SECTION 22-80-24

R.O.W. VACATION PLAT



SNYDER
& ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

PN: 123.0421

FLD BK:1264D PG: 67

DATE: 03/24/2023

PM/TECH: EJM/SDB

RIGHT-OF-WAY VACATION PLAT

W 1ST STREET

NW CORNER
SEC. 22-80-24
FND 1" COPPER DISC IN CONCRETE
CORNER CERT BK 12495, PG 460

SW IRVINEDALE DRIVE

Lot 2
Golfview Terrace
Plat 2

Lot 1
Budget
Storage
Addition

Exsting Roadway Easement
Bk 2054, Pg 53

S00°17'14"W 72.86'M
N0°25'28"E 72.79'P

S00°10'19"W 2632.55'M
S00°36'39"W 2632.43'P

S00°10'19"W 658.10'M
S00°36'39"W 658.10'P
648.12'D

N89°35'43"E 67.00'M
S89°57'31"E 67.00'P

S00°24'17"E 33.00'

N89°35'43"E 531.16'M
S89°57'31"E 530.74'P

POINT OF BEGINNING

S00°24'17"E
67.68'M
67.00'P

SW 3RD
STREET

Parcel "A"
Bk 6183, Pg 210

S89°45'53"E
174.82'M
N89°14'54"W
174.83'P

S89°35'43"W 175.06'M
N89°57'31"W 175.06'P

S00°17'14"W 58.47'M
N0°25'28"E 60.00'P

Found 1/2" Rebar

Found 1/2" Rebar with
Yellow Plastic
Can't Read

Parcel "B"
Bk 6183, Pg 210

S00°17'14"W 67.16'M
N0°25'28"E 67.21'P

SE Corner
Parcel "A"
Found 1/2" Rebar with
Yellow Plastic
Can't Read

SW Corner Parcel "B"
Found 1/2" Rebar

LINE TABLE

- ① N89°35'43"E 289.06'
- ② S00°28'32"W 37.90'
- ③ N89°45'53"W 288.49'
- ④ N00°24'17"W 34.68'

W1/4 CORNER
SEC. 22-80-24
FND 2" ALUM DISC #22468
CORNER CERT BK 19283, PG 80

0 100



SCALE (FEET)



PT OF S3/4 OF THE NW1/4 OF SECTION 22-80-24

R.O.W. VACATION PLAT

SHEET 2 OF 2

PN: 123.0421

FLD BK:1264D PG: 65

DATE: 03/24/2023

PM/TECH: EJM/SDB



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

From: [Dusty](#)
To: [Deb Gervais](#)
Cc: [Amy Portwine](#); [amy.beattie](#); [Tammy Albright](#); [2843](#)
Subject: Fw: [External] Letter of Request
Date: Monday, March 27, 2023 3:01:12 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Community Development Director

From: Michael and Donna Westbrook, owners of 2943 SW 3rd Street

Subject: Partial Vacation of ROW Easement

Snyder and Associates has submitted a plat of survey of part of a ROW Easement along SW 3rd Street at Irvinedale (2943 SW 3rd Street) which removes the southern edge from 79 ft to 33 ft from the centerline of the road. We request that the City review and approve the vacation of the area within the plat of survey and convey ownership to Kara Bixby Rodriguez and Joel Rodriguez, 2943 SW 3rd Street, Ankeny, Iowa, 50023. The purpose is to have the house present on the property to be clear of the easement line and as close to the specified setback as possible enabling the completion of a sale.

We request the City waive the second and third readings for this request.

Thank you



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** accepting a proposal from JC Construction, Inc. in the amount of \$130,702.00 for construction of the School Walkability Improvements.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from JC Construction, Inc. for the School Walkability Improvements.

The School Walkability Improvements will replace or construct fourteen (14) pedestrian ramps at crosswalks serving five elementary schools within the City of Ankeny. The schools are East Elementary, Northwest Elementary, Rock Creek Elementary, St. Luke Catholic, and Westwood Elementary.

The construction improvements include approximately 30 SY of 4" thick sidewalk, 230 SY of 5" thick

sidewalk and 145 SY of 6" thick sidewalk, 190 SY of 8" or 9" full depth Portland Cement Concrete (PCC) patches, 45 LF of 8" or 9" PCC curb and gutter, and 210 SF of detectable warnings. Other associated tasks include sidewalk and curb and gutter removals, temporary traffic control, erosion control with temporary seeding, mobilization, restoration and miscellaneous associated work necessary to complete the project.

An invitation to submit a proposal went out to fifteen (15) area construction firms. Three (3) proposals were received by 10:30 am on March 21, 2023:

JC Construction, Inc. \$130,702.00

Howrey Construction, Inc. \$142,655.00

Concrete Connection, LLC \$141,376.00

The Engineer's Estimate was \$106,740.00, and the bids ranged from 22% to 34% higher than the estimate. JC Construction, Inc. has completed similar work for other area agencies, and has the expertise to successfully complete this project. The Public Works Department recommends awarding the School Walkability Improvements to JC Construction, Inc.

Pending Council approval, the contractor will begin work no sooner than June 5, 2023 and complete the project by July 31, 2023.

FISCAL IMPACT: No

The project is included in the 2023-2027 Capital Improvement Program (CIP), with construction in 2023 within the Annual Traffic Signal Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve a motion to adopt a Resolution accepting a proposal from JC Construction, Inc. in the amount of \$130,702.00 for construction of the School Walkability Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

 Bid Tabulation
 Location Map

RESOLUTION 2023-XXX

**A RESOLUTION ACCEPTING A PROPOSAL FROM
JC CONSTRUCTION, INC.
IN THE AMOUNT OF \$130,702.00 FOR THE CONSTRUCTION OF
SCHOOL WALKABILITY IMPROVEMENTS**

WHEREAS, the City of Ankeny desires to replace or install fourteen (14) pedestrian ramps for school crossing crosswalks serving five elementary schools in the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to fifteen (15) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

JC Construction, Inc.	\$130,702.00
Howrey Construction, Inc.	\$142,655.00
Concrete Connection, LLC	\$141,376.00
Engineer's Estimated Cost	\$106,740.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from JC Construction, Inc. in the amount of \$130,702.00 be accepted for the construction of the School Walkability Improvements, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 17th day of April, 2023.

Mark E. Holm, Mayor

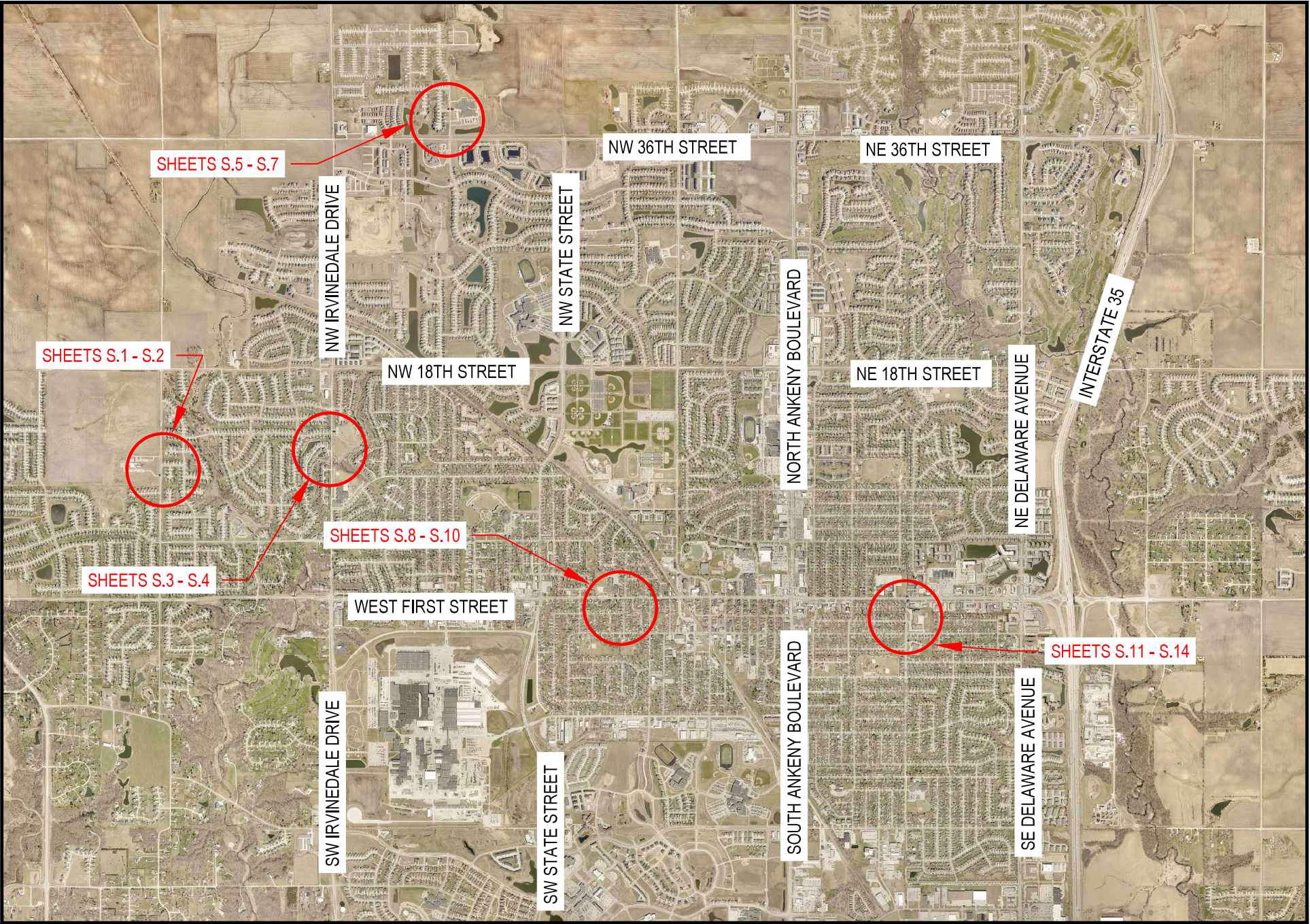
ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation
School Walkability Improvements
Upgrade and Install Pedestrian Ramps in Various Locations
Tuesday, March 21, 2023

				Engineer's Estimate			JC Construction, Inc.			Howrey Construction, Inc.			Concrete Connection, LLC		
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
		STREETS AND RELATED WORK													
7.01	7010-E	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	15	\$60.00	\$900.00	15	\$200.00	\$3,000.00	15	\$100.50	\$1,507.50	15	\$50.00	\$750.00
7.02	7010-E	Curb and Gutter, PCC, Class C, 2.0' Wide, 9" Thick	LF	30	\$65.00	\$1,950.00	30	\$160.00	\$4,800.00	30	\$105.50	\$3,165.00	30	\$50.00	\$1,500.00
7.03	7030-A	Removal of Sidewalk	SY	324	\$15.00	\$4,860.00	324	\$22.50	\$7,290.00	324	\$20.00	\$6,480.00	324	\$18.00	\$5,832.00
7.04	7030-E	Sidewalk, PCC, 4" Thick	SY	31	\$70.00	\$2,170.00	31	\$170.00	\$5,270.00	31	\$182.00	\$5,642.00	31	\$75.00	\$2,325.00
7.05	7030-E	Sidewalk, PCC, 5" Thick	SY	230	\$85.00	\$19,550.00	230	\$77.00	\$17,710.00	230	\$83.25	\$19,147.50	230	\$110.00	\$25,300.00
7.06	7030-E	Sidewalk, PCC, 6" Thick	SY	144	\$100.00	\$14,400.00	144	\$93.00	\$13,392.00	144	\$96.25	\$13,860.00	144	\$110.00	\$15,840.00
7.07	7030-G	Detectable Warnings, Galvanized Steel	SF	210	\$60.00	\$12,600.00	210	\$60.00	\$12,600.00	210	\$57.50	\$12,075.00	210	\$80.00	\$16,800.00
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	116	\$130.00	\$15,080.00	116	\$180.00	\$20,880.00	116	\$240.50	\$27,898.00	116	\$175.00	\$20,300.00
7.09	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	72	\$140.00	\$10,080.00	72	\$230.00	\$16,560.00	72	\$252.50	\$18,180.00	72	\$200.00	\$14,400.00
7.10	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	45	\$20.00	\$900.00	45	\$30.00	\$1,350.00	45	\$25.00	\$1,125.00	45	\$50.00	\$2,250.00
		TRAFFIC CONTROL													
8.01	8030-A	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00	1	\$8,000.00	\$8,000.00	1	\$6,000.00	\$6,000.00	1	\$15,000.00	\$15,000.00
8.02	8040-I	Remove and Reinstall Traffic Signs	EA	1	\$250.00	\$250.00	1	\$600.00	\$600.00	1	\$825.00	\$825.00	1	\$624.00	\$624.00
		SITEWORK AND LANDSCAPING													
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25	\$10,000.00	\$2,500.00	0.25	\$15,000.00	\$3,750.00	0.25	\$45,000.00	\$11,250.00	0.25	\$40,000.00	\$10,000.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	\$15,000.00	\$15,000.00	1	\$13,500.00	\$13,500.00	1	\$14,000.00	\$14,000.00	1	\$9,500.00	\$9,500.00
11.02	11,050-A	Concrete Washout, Collection Bags	LS	1	\$1,500.00	\$1,500.00	1	\$2,000.00	\$2,000.00	1	\$1,500.00	\$1,500.00	1	\$955.00	\$955.00
TOTAL AMOUNT BID =				\$106,740.00			\$130,702.00			\$142,655.00			\$141,376.00		
													error in extension calculation		

**CONSTRUCTION PLANS FOR
2023 SCHOOL WALKABILITY IMPROVEMENTS
CITY OF ANKENY
POLK COUNTY, IOWA
PROJECT NO. 2023-020**



LOCATION MAP
1 INCH = 3000 FEET

INDEX OF SHEETS

A.1	TITLE SHEET
A.2	LEGEND AND SYMBOL INFORMATION SHEET
C.1-C.3	QUANTITIES AND GENERAL INFORMATION
J.1	TRAFFIC CONTROL PLAN AND STAGING NOTES
J.2-J.7	TEMPORARY TRAFFIC CONTROL FIGURES
S.1-S.2	ST. LUKE CATHOLIC SCHOOL RAMPS
S.3-S.4	WESTWOOD ELEMENTARY SCHOOL RAMP
S.5-S.7	ROCK CREEK ELEMENTARY SCHOOL RAMPS
S.8-S.10	NORTHWEST ELEMENTARY SCHOOL RAMPS
S.11-S.14	EAST ELEMENTARY SCHOOL RAMPS

APPLICABLE SUDAS FIGURES

7010.101	JOINTS
7010.102	PCC CURB DETAILS
7030.201	CLASSES OF SIDEWALK
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	GENERAL SIDEWALK AND CURB RAMP DETAILS
7030.206	CURB RAMPS OUTSIDE OF INTERSECTION RADIUS
7030.207	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.208	ALTERNATIVE CURB RAMP FOR CLASS B OR C SIDEWALK
7030.210	DETECTABLE WARNING PLACEMENT
8030.101	TEMPORARY TRAFFIC CONTROL GENERAL INFO.
8030.102	WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY
8030.104	LANE CLOSURE ON LOW VOLUME STREET (SELF-REGULATING)
8030.110	LANE CLOSURE ON MULTI-LANE STREET
8030.112	LANE CLOSURE ON THE FAR SIDE OF AN INTERSECTION
8030.117	SIDEWALK DETOUR



I hereby certify that this Engineering Document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Iowa.

LESLIE HART, P.E. _____ Date
License Number: 16020
My license renewal date is December 31, 2023
Pages or sheets covered by this seal:
ALL



The most recent editions of the SUDAS Standard Specifications, the Iowa DOT Standard Specifications, and the Iowa DOT Materials I.M.s shall apply to all work performed on this project unless otherwise noted herein, or within the City of Ankeny Supplemental Specifications or Special Provisions.

This project does not require an Iowa Department of Natural Resources NPDES General Permit No. 2 or COSESCO permit. The Contractor shall install erosion control measures as shown in the Contract Documents and as needed to ensure that no sediment is found leaving the site(s).



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** updating the Policy on the Installation of School Speed Zones within Ankeny.

EXECUTIVE SUMMARY:

In 2015, the City Council adopted the Policy on Installation of 25 MPH School Speed Zones following a request from the Ankeny Community School District and review by City staff. Five new school speed limit zones were established in 2016.

In 2022, the Public Works Department completed the Elementary School Walkability Study, with observations of pedestrian activity and conditions during school arrival and dismissal periods at all ten public elementary schools in the City. Based on the findings, preliminary recommendations were developed and vetted with Ankeny Community School District and Ankeny Police Department representatives to finalize the study's recommendations. The primary modification to the Policy in 2022 was the focus on locating school speed zones on the approach to designated school crosswalks with trained crossing guards, and expanding the use of school zone speed limits to fifteen (15) MPH speed zones on collector or local streets.

School speed zones associated with school crosswalks on arterial streets are twenty-five (25) MPH. Special speed limits are not utilized at or near intersections with all-way STOP control or signalized control, and part-time/ roll-out/ flip-down STOP signs are not used. The update was implemented on City streets in summer 2022.

The proposed 2023 update of the Policy will allow consideration of the above special speed zones at designated school crosswalks for both public and private elementary schools in Ankeny.

FISCAL IMPACT: No

Associated public improvements are included in the 2023-2027 Capital Improvement Program (CIP).

CITY MANAGER'S RECOMMENDATIONS:

Adopt the Resolution updating the Policy on the Installation of School Speed Zones

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Policy - Track Changes
 Policy - clean

RESOLUTION NO. 2023-_____

**RESOLUTION UPDATING A POLICY ON THE INSTALLATION OF
SCHOOL SPEED ZONES WITHIN ANKENY**

WHEREAS, the Ankeny Community School District in 2014 requested that the City of Ankeny review the need for reducing the posted speed to 25 miles per hour (MPH) on any city street located near a public elementary school during the times that the schools are normally starting or dismissing students, and the City adopted a “Policy on the Installation of 25 MPH School Speed Zones” in January 2015, and

WHEREAS, city staff in 2022 completed a study of walkability conditions near each public elementary school within Ankeny, and

WHEREAS, city staff also reviewed the Manual on Uniform Traffic Control Devices (MUTCD), the 2009 Ankeny Safe Routes to School Study, and the 2022 Elementary School Walkability Study to formulate a uniform approach to addressing the posted speeds at designated school crossing crosswalks near public elementary school buildings, and

WHEREAS, city staff subsequently formulated the updated “Policy on the Installation of School Speed Zones” which will provide a uniform approach for providing school speed limit signing and flashing beacons for school crossing crosswalks serving elementary schools, whether public or private, within Ankeny.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa that the “Policy on the Installation of School Speed Zones” dated April 17, 2023 is hereby adopted by the City of Ankeny, Iowa.

DATED this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Mitchell Yuska, City Clerk

Mark Mueller, P.E.
Director of Public Works
Leslie Hart, P.E., PTOE
Traffic Engineering Manager

Policy on the Installation of School Speed Zones

DATE: December 22, 2014

Update: May 2, 2022

Update: April 17, 2023

In 2014, the City Manager received correspondence from the Ankeny Community School District requesting that the City consider the installation of “reduced speed when flashing” warning signs with flashing beacons at applicable school locations within Ankeny. Five new school speed zones were established in 2015. The ~~following policy update addresses in 2022 relocated the special school zone speed limits and associated flashing beacons specifically at designated school crossing crosswalks with trained adult crossing guards. the installation and uses of such signs and flashing beacons. The 2023 update expands the policy to support residents attending any public or private elementary school in the City.~~

All traffic control measures shall be installed and maintained on the public streets adjacent to the school’s property within the City according to the Manual on Uniform Traffic Control Devices (MUTCD) and according to the recommendations of the Elementary School Walkability Study, dated May 16, 2022. As a supplement to the MUTCD and the Walkability Study, a “School Speed Zone” shall be established on the public streets that meet the following criteria:

- Any public street that is adjacent to ~~a publican~~ elementary school or has a designated school crossing crosswalk that serves a nearby elementary school, and
- The public street has a signed and marked school crossing crosswalk with a trained adult crossing guard, and
- Said school crosswalk is not located at or near an intersection that is controlled by a traffic signal or all-way *STOP* control.

When the above criteria are met on an arterial street, a “25-mph When Flashing” School Zone shall be established; or when met on collector or local streets, a “15-mph When Flashing” School Zone shall be established by installing and maintaining the following traffic control devices:

- Install a School Speed Limit Assembly with “Speed Limit 25 mph when Flashing” or “Speed Limit 15 mph when Flashing” in advance of the school crossing crosswalk from both directions at a distance dictated by the MUTCD.
- Install yellow flashing beacons on the School Speed Limit Assembly that will activate during the specific school arrival / dismissal times so that the school zone speed limit is in effect at the normal times when students are approaching or departing the school property.
- Install a School Zone Sign along the street before the School Speed Limit Assembly.
- Install an End School Speed Limit sign at the downstream end of the school zone.

Mark Mueller, P.E.
Director of Public Works
Leslie Hart, P.E., PTOE
Traffic Engineering Manager

Policy on the Installation of School Speed Zones

DATE: December 22, 2014

Update: May 2, 2022

Update: April 17, 2023

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- Install yellow flashing beacons on the School Speed Limit Assembly that will activate during the specific school arrival / dismissal times so that the school zone speed limit is in effect at the normal times when students are approaching or departing the school property.
- Install a School Zone Sign along the street before the School Speed Limit Assembly.
- Install an End School Speed Limit sign at the downstream end of the school zone.



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to execute the proposed Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa, for the routine maintenance of joint jurisdictional (boundary) roadways.

EXECUTIVE SUMMARY:

This resolution will facilitate the agreement between Ankeny and Polk County for the sharing of the routine maintenance responsibilities on the border streets between Ankeny and Polk County. This agreement is being renewed at this time, as the city and county have a longstanding relationship for sharing maintenance duties on the border streets between the two jurisdictions. The last time that the agreement was renewed was in November of 2018.

The action before the Council is the approval of the Cooperative Public Service Agreement with Polk County.

FISCAL IMPACT: **No**

There are no monetary costs exchanged between the two public agencies.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution authorizing the execution of a Cooperative Public Service Agreement by and between the City of Ankeny and Polk County to facilitate the routine maintenance of joint jurisdictional (boundary) roadways.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Agreement for Cooperative Public Service

RESOLUTION XXXX

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSED COOPERATIVE PUBLIC SERVICE AGREEMENT BETWEEN POLK COUNTY, IOWA AND THE CITY OF ANKENY, IOWA, FOR THE ROUTINE MAINTENANCE OF JOINT JURISDICTIONAL ROADWAYS

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the residents of the City to enter into an Agreement with Polk County, Iowa for the sharing of responsibilities for routine maintenance of the roadways generally located on the corporate limit lines.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor should be and is hereby authorized and directed to execute the Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa, for the routine maintenance of the joint jurisdictional boundary roadways.

DATED at Ankeny, Iowa, this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

And

CITY OF ANKENY, IOWA

THIS AGREEMENT is entered into by and between the Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as the "County", and the City of Ankeny, a municipal corporation within the County of Polk, State of Iowa, hereinafter referred to as the "City"

1. This agreement shall consist of six (6) pages and Attachments A, B, C, and D which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until terminated or amended by either party.
3. The purpose of this Agreement shall be listed in Attachment A.
4. Duties of the County shall be listed in Attachment B.
5. Duties of the City shall be listed in Attachment C.
6. Attachment D is a map showing the roads described in Attachments B and C.
7. "Routine Maintenance" shall be defined as the following on joint jurisdictional roadways; replenishment of granular material, surface blading and dragging, removal of snow and ice from not more than two traffic lanes and shoulders, frostboil repairs on granular surfaced roadways, replacement of pavement markings, street sweeping, mowing of shoulders and foreslopes, and other minor maintenance, usually performed on public roadways.

8. Unless the parties agree to complete Major Maintenance of a roadway by separate written agreement, "Major Maintenance" shall be defined as the following and will remain the responsibility of the party having jurisdiction of the road and right-of-way; repair and installation of traffic control signs and devices, cutting of trees and brush, weed eradication, mowing, ditch cleaning, pavement patching and repair, dust control, maintenance or repair of tile lines, storm sewers, and entrance culverts, cross-road culverts, sanitary sewers or subsurface utilities, major bridge and culvert repair, repair of guardrails, pavement repair including potholes and patching, and edgerut and shoulder repairs.
9. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.
10. "Roads" and "streets" are synonymous terms as used in this Agreement.
11. No major maintenance shall be performed on the other party's roads by the party with maintenance responsibility until a separate written agreement for that work is executed by the parties.
12. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate written agreement.
13. The party with maintenance responsibility shall perform routine maintenance in conformance with the terms of the Agreement on the roads designated in Attachments B and C.
14. All maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets within its boundaries, except that the other party may request performance of routine maintenance functions at specific locations in response to maintenance needs which are brought to the attention of the party by the public. In the event that requests for routine maintenance are not completed within three days of the time an oral request is made, the requesting party, after giving at least two day written notice by registered mail to the party

- with maintenance responsibility, shall perform the routine maintenance and bill the party with maintenance responsibility. Reimbursement shall be made upon receipt of an itemized billing.
15. Each party shall be responsible for the establishment, erection and maintenance of any and all traffic control devices, signs and markings of a regulatory or informative nature, on or near streets within the party's boundaries, except maintenance of pavement markings, or as detailed in this agreement. The party with maintenance responsibility shall promptly inform the other party of any known damage to any traffic control device.
 16. This Agreement does not relieve the party within the boundaries of which a street lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a street prior to this Agreement.
 17. Nothing in this Agreement shall be construed as prohibiting the party with maintenance responsibility from hiring a third party to perform any work associated with this Agreement. In such instances the party with maintenance responsibility shall obtain a written hold harmless agreement from the third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance.
 18. Each party retains full responsibility for acquisition of right-of-way across land which lies within the boundaries of that party.
 19. Each party retains responsibility for approval of new driveways or entrances which lie within the boundaries of that party.
 20. The Polk County Public Works Director shall administer performance of this Agreement.
 21. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.

22. In the event of a breach by the County or the City of this Agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
23. This is the entire Agreement between all parties and it may be amended only upon agreement of all parties and only in writing.
24. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20____

Polk County, Iowa
Board of Supervisors

Attest _____
Auditor

Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Ankeny has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the ____ day of _____, 20__

City of Ankeny, Iowa

Attest _____

Mayor

ATTACHMENT A

The purpose of this Agreement is to specify which party shall maintain which roads where the roads are on the boundaries of the parties or extend into the boundary of one of the parties.

ATTACHMENT B

Duties of the County

The County shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
NW 26 St	Hwy 415	South to City Limits	0.18	0.09	0.09
NW 6 Dr	2 Sections South of NW 16 St		0.11	0.05	0.06
NE 66 Ave	NE 22 St	West to City Limits	0.49	0.12	0.37
NE 22 St	NE 66 Ave	South to City Limits	0.51	0.00	0.51
NE 78 Ave	NE 29 St	East to City Limits	0.32	0.16	0.16
NE 126 Ave.	NE 14 St	NE 22 St	1.00	0.50	0.50
NE 126 Ave	NE 22 St	East to I-35 Ramps	0.41	0.00	0.41
NW 72 Pl	Hwy 415	NE 2 St	0.16	0.08	0.08
NW 4 St	SW Polk City Dr	South to City Limits	0.43	0.22	0.21
NE 2 St	NW 72 Place	NE 70 Ave	0.26	0.13	0.13
NE 70 Ave	NE 2 St	East to City Limits	0.43	0.22	0.21
NE 62 Ave	NE 29 St	East to City Limits	0.25	0.02	0.23
NE 29 St	NE 54 Ave	South to City Limits	0.21	0.10	0.11
NE 70 Ave	Old RR Xing	East to City Limits	0.13	0.07	0.06
NE Berwick Dr	NE 70 Ave	NE 78 Ave	1.13	0.73	0.40
NE Berwick Dr	NE 78 Ave	N. To City Limits	0.78	0.58	0.20
NE 22 St	NE 126 Ave	N to City Limits	0.50	0.25	0.25
NE 29 St	NE 110 Ave	N to City Limits	0.50	0.25	0.25
NE 38 St	NE 102 Ave	NE 94 Ave	1.00	0.50	0.50
NE 94 Ave	NE 29 St	NE 38 St	1.00	0.50	0.50
NW 118 Ave	NW 16 St	E to City Limits	0.75	0.38	0.37
NE 72 Ave.	NE 14 St	W. to Dead End	0.19	0.14	0.05
POLK FOR ANKENY PAVED		TOTALS	10.74	5.09	5.65

The County shall provide routine maintenance without reimbursement on the following sections of gravel roads:

NW 110 Ave	W City Limits	NW 26 St	0.50	0.25	0.25
POLK FOR ANKENY GRAVEL		TOTALS	0.50	0.25	0.25

Total City miles by the County:

Paved	5.65
Gravel	0.25
Total Miles	5.90

ATTACHMENT C

Duties of the City

The City shall provide routine maintenance without reimbursement on the following sections of paved roads:

ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
NE 29 St	NE 78 Ave	NE 62 Ave	2.07	0.34	1.73
NE 29 St	NE 78 Ave	NE 94 Ave	2.04	1.60	0.44
NE 86 Ave	NE 29 St	West to City Limits	0.40	0.40	0.00
NW 26 St	City Limits	NW Polk City Dr.	0.28	0.15	0.13
NE 94 Ave	NE Frisk Dr	NE 29 St	0.50	0.44	0.06
NW 16 St	NW 110 Ave	NW 118 Ave	1.10	0.30	0.80
NE 78 Ave	NE 29 St	W. to City Limits	0.07	0.03	0.04
NE 29 St	NE 54 Ave	NE 62 Ave	1.00	0.37	0.63
NE 29 St	NE 102 Ave	NE 110 Ave	1.00	0.50	0.50
NE 102 Ave	NE 38 St	NE 29 St	1.00	0.50	0.50
NE 102 Ave	NE Frisk Dr	NE 24 Ct	0.24	0.12	0.12
NE 24 Ct	NE 102 Ave	S. to Dead End	0.08	0.08	0.00
NE Frisk Dr	NE 94 Ave	NE 102 Ave	1.00	0.52	0.48
NE 54 Ave	NE 29 St	NE 22 St	1.00	0.25	0.75
NW 94 Ave	Hwy 415	E. to City Limits	0.07	0.03	0.04
ANKENY FOR POLK PAVED		TOTALS	11.85	5.63	6.22

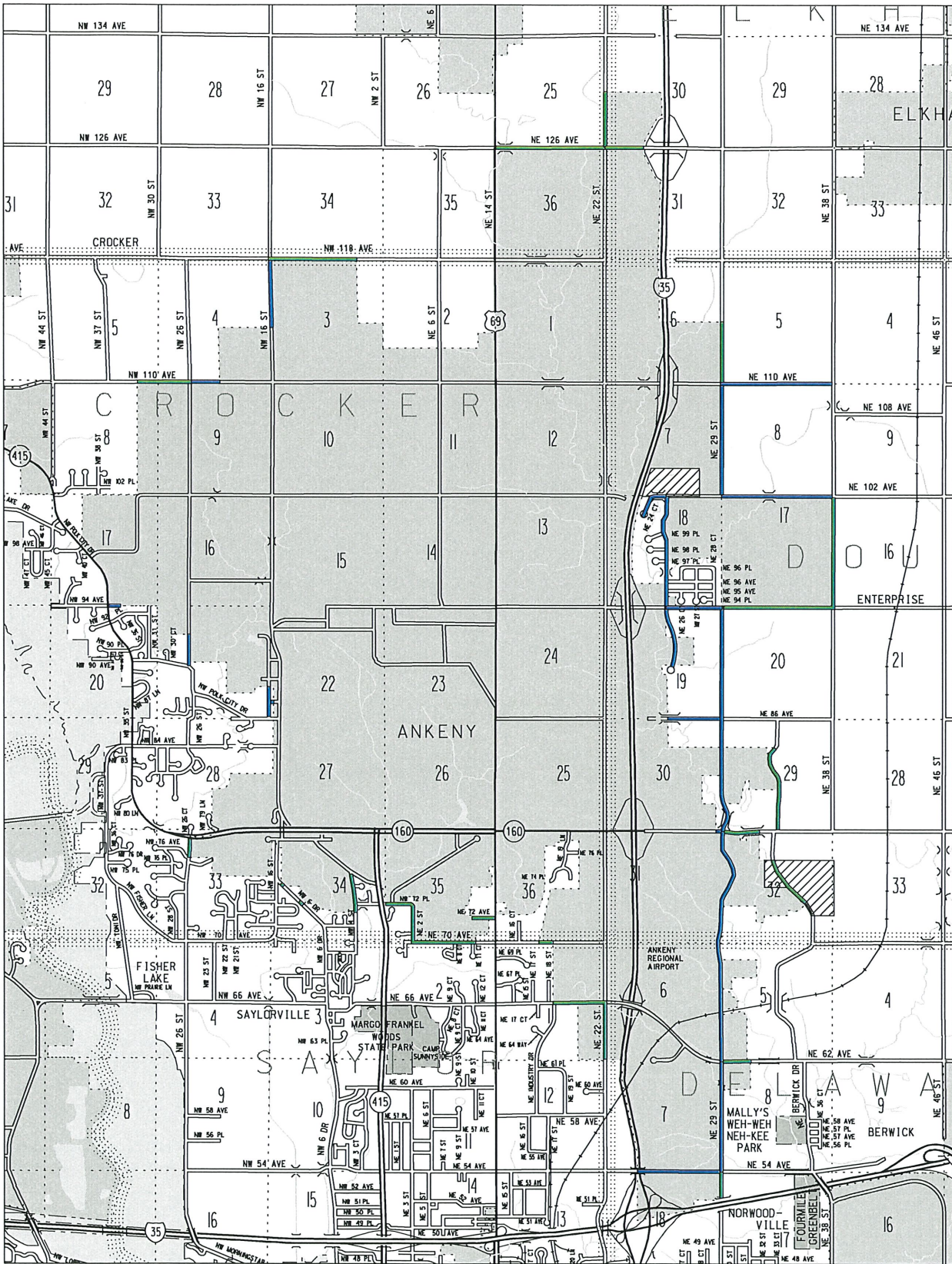
The City shall provide routine maintenance without reimbursement on the following sections of gravel roads:

ON	FROM	TO	LENGTH	POLK COUNTY	ANKENY
NE Frisk Dr	NE 94 Ave	South to Curve	0.25	0.20	0.05
NW 110 Ave	NW 26 St.	East to City Limits	0.25	0.12	0.13
		TOTALS	0.50	0.32	0.18

Total County miles by the City:

Paved	5.63
Gravel	0.32
Total Miles	5.95

ATTACHMENT "D"



 POLK COUNTY
 CITY



NO SCALE



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** ordering construction on the Delaware Ground Storage Reservoir Rehabilitation project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 5/9/23 @ 10:30 A.M. / date of hrg: 5/15/23 @ 5:30 P.M.)

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a Resolution regarding the Delaware Ground Storage Reservoir Rehabilitation 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 Delaware Ground Storage Reservoir Rehabilitation project located at 6720 SE Delaware, includes abrasive blast cleaning the exterior surfaces with a containment system and an application of a 4 coat paint system. It will also include an abrasive blast cleaning of the foundation as well as a 2 coat paint system.

This project also includes the installation of an impressed current cathodic protection system, a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap, and any associated coating repairs to the wet interior.

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 September 1, 2023, and the tank will be eligible to be drained not earlier than September 11, 2023. The contractor will have until October 20, 2023 to fully complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: April 17, 2023
2. Post Notice to Bidders and Notice of Public Hearing: April 19, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: April 28, 2023
4. Bid Opening (10:30 A.M., Public Services Building): May 9, 2023
5. Public Hearing and Contract Award: May 15, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as May 9, 2023, and setting the public hearing date as May 15, 2023, for the Delaware Ground Storage Reservoir Rehabilitation 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 19, 2023, and to be published in the Des Moines Register on April 28, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION, 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
DELAWARE GROUND STORAGE RESERVOIR
REHABILITATION, 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 Delaware Ground Storage Reservoir Rehabilitation; 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 Delaware Ground Storage Reservoir Rehabilitation, 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 Delaware Ground Storage Rehabilitation project includes abrasive blast cleaning the reservoir exterior to an SSPC-SP6 commercial standard with containment and the application of a four (4) coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a two (2) coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system and associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap.

The Delaware Ground Storage Reservoir is 500,000 gallons with an approximate sidewall height of thirty-two (32') feet and diameter of approximately fifty (50') feet located at 6720 SE Delaware Ave in Ankeny, Iowa.

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 9, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on May 15, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on May 15, 2023.

PASSED AND APPROVED this 17th day of April, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Delaware Ground Storage Reservoir Rehabilitation CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **Delaware Ground Storage Rehabilitation** project at its meeting at **5:30 P.M. on the 15th day of May, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **9th day of May, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 9th day of May, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 15th day of May, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued. **Exterior metal work and improvements shall begin no earlier than September 1, 2023, and tank will be eligible to be drained no earlier than September 11, 2023, pending agreement by the City, to allow all wet interior work** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2023. Preconstruction conference will not be scheduled until all required project submittals are approved.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

The Delaware Ground Storage Rehabilitation project includes abrasive blast cleaning the reservoir exterior to an SSPC-SP6 commercial standard with containment and the application of a four (4) coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a two (2) coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system and associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap.

The Delaware Ground Storage Reservoir is 500,000 gallons with an approximate sidewall height of thirty-two (32') feet and diameter of approximately fifty (50') feet located at 6720 SE Delaware Ave in Ankeny, Iowa.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project by October 20, 2023. The project shall be considered fully complete when the tank is, or would have been returned to service, except for voluntary delay by the City. Date of completion is after complete cure, disinfection, and testing. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Two Hundred Fifty dollars (\$1250) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **17th day of April, 2023.**

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **19th day of April, 2023.**

Published in the Des Moines Register the **28th day of April, 2023.**



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Diamond Development, LLC for the Trestle Ridge Estates Trunk Sewer.

EXECUTIVE SUMMARY:

City staff was asked about a termination certificate for this development agreement as it produces a lien against the individual lots. The purpose of this termination certificate is to eliminate any future liens within this area.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To approve the Resolution and Certificate as attached.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Termination Certificate

RESOLUTION

A RESOLUTION AUTHORIZING THE CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND DIAMOND DEVELOPMENT, LLC

WHEREAS, Diamond Development, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Trestle Ridge Estates; and

WHEREAS, a Development Agreement was recorded on January 23, 2018 in Book 16798 at Page 900 of the Polk County, Iowa records and referenced real property including the property legally described as:

-EX E 341F S 279F N 1323.54F NE 1/4- S 379.5F NE 1/4 NE 1/4 & SE 1/4 NE 1/4 LESS 1.64A RD SEC 9-80-24, and;

-EX S 353F N 936.2F E 288F- SE 1/4 N OF UP RR ROW LESS RD SEC 9-80-24, and;

S 200F SW 1/4 NE 1/4 SEC 9-80-24

WHEREAS, the Developer has complied with the provisions of the Development Agreement.

NOW, THEREFORE, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on January 23, 2018 in Book 16798 at Page 900 of the Polk County, Iowa records.

DATED this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

PREPARED BY: Mitchell Wedell, PE, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 (515) 963-3523

**CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANKENY, IOWA AND DIAMOND DEVELOPMENT, LLC**

WHEREAS, Diamond Development, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Trestle Ridge Estates; and

WHEREAS, a Development Agreement was recorded on January 23, 2018 in Book 16798 at Page 900 of the Polk County, Iowa records and referenced real property including the property legally described as:

-EX E 341F S 279F N 1323.54F NE 1/4- S 379.5F NE 1/4 NE 1/4 & SE 1/4 NE 1/4 LESS 1.64A RD SEC 9-80-24, and;

-EX S 353F N 936.2F E 288F- SE 1/4 N OF UP RR ROW LESS RD SEC 9-80-24, and;

S 200F SW 1/4 NE 1/4 SEC 9-80-24

WHEREAS, the Developer has complied with the provisions of the Development Agreement.

NOW, THEREFORE, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on January 23, 2018 in Book 16798 at Page 900 of the Polk County, Iowa records.

DATED this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of April 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and Absolute Farms, LLC for the Trestle Ridge Estates Plat 6 Trunk Sewer.

EXECUTIVE SUMMARY:

City staff was asked about a termination certificate for this development agreement as it produces a lien against the individual lots. The purpose of this termination certificate is to eliminate any future liens within this area.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To approve the Resolution and Certificate as attached.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Termination Certificate

RESOLUTION

A RESOLUTION AUTHORIZING THE CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND ABSOLUTE FARMS, LLC

WHEREAS, Absolute Farms, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Trestle Ridge Estates Plat 6; and

WHEREAS, a Development Agreement was recorded on June 14, 2021 in Book 18584 at Page 821 of the Polk County, Iowa records and referenced real property including the property legally described as:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND PARCEL '2017-171' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16681, PAGE 376, BEING PART OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT TRESTLE RIDGE ESTATES PLATS 1, 2, 3 AND 5, ALL BEING OFFICIAL PLATS IN SAID CITY OF ANKENY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89°54'24" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1011.07 FEET TO THE NORTHWEST CORNER OF SAID TRESTLE RIDGE PLAT 3; THENCE SOUTH 00°08'15" WEST ALONG THE WEST LINE OF SAID TRESTLE RIDGE PLAT 3, A DISTANCE OF 77.35 FEET; THENCE SOUTH 02°41'12" EAST CONTINUING ALONG SAID WEST LINE, 86.16 FEET; THENCE SOUTH 08°41'01" EAST CONTINUING ALONG SAID WEST LINE, 86.54 FEET; THENCE SOUTH 14°53'50" EAST CONTINUING ALONG SAID WEST LINE, 92.31 FEET; THENCE SOUTH 21°18'40" EAST CONTINUING ALONG SAID WEST LINE, 92.31 FEET; THENCE SOUTH 27°43'31" EAST CONTINUING ALONG SAID WEST LINE, 92.31 FEET; THENCE SOUTH 33°53'04" EAST CONTINUING ALONG SAID WEST LINE, 92.33 FEET; THENCE SOUTH 36°37'29" EAST CONTINUING ALONG SAID WEST LINE, 70.80 FEET; THENCE SOUTH 28°26'29" EAST CONTINUING ALONG SAID WEST LINE, 67.86 FEET; THENCE SOUTH 19°58'32" EAST CONTINUING ALONG SAID WEST LINE, 72.38 FEET TO THE NORTHWEST CORNER OF SAID TRESTLE RIDGE ESTATES PLAT 5; THENCE SOUTH 11°14'11" EAST ALONG THE WEST LINE OF SAID TRESTLE RIDGE ESTATES PLAT 5, A DISTANCE OF 72.38 FEET; THENCE SOUTH 03°25'22" EAST CONTINUING ALONG SAID WEST LINE, 57.07 FEET; THENCE NORTH 71°08'48" WEST CONTINUING ALONG SAID WEST LINE, 8.75 FEET; THENCE SOUTH 18°51'12" WEST CONTINUING ALONG SAID WEST LINE, 195.00 FEET; THENCE SOUTH 71°08'48" EAST CONTINUING ALONG SAID WEST LINE, 4.91 FEET; THENCE SOUTH 18°51'12" WEST CONTINUING ALONG SAID WEST LINE, 135.00 FEET TO THE NORTH LINE OF SAID TRESTLE RIDGE ESTATES PLAT 2; THENCE NORTH 71°08'48" WEST ALONG THE SAID NORTH LINE, 284.15 FEET; THENCE

NORTH 71°32'00" WEST CONTINUING ALONG SAID NORTH LINE, 78.77 FEET; THENCE NORTH 73°58'54" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 76°45'51" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 79°32'49" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 82°19'47" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 85°06'44" WEST CONTINUING ALONG SAID NORTH LINE, 81.34 FEET; THENCE NORTH 87°48'21" WEST CONTINUING ALONG SAID NORTH LINE, 76.14 FEET; THENCE NORTH 89°35'49" WEST CONTINUING ALONG SAID NORTH LINE, 72.20 FEET; THENCE NORTH 89°39'30" WEST CONTINUING ALONG SAID NORTH LINE, 151.00 FEET; THENCE SOUTH 00°20'30" WEST CONTINUING ALONG SAID NORTH LINE, 49.00 FEET; THENCE NORTH 89°39'30" WEST CONTINUING ALONG SAID NORTH LINE, 150.07 FEET TO THE NORTHWEST CORNER OF SAID TRESTLE RIDGE ESTATES PLAT 2; THENCE NORTH 00°19'37" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 1061.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.34 ACRES (,1234,575 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, the Developer has complied with the provisions of the Development Agreement.

NOW, THEREFORE, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on June 14, 2021 in Book 18584 at Page 821 of the Polk County, Iowa records.

DATED this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

PREPARED BY: Mitchell Wedell, PE, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

(515) 963-3523

**CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ANKENY, IOWA AND ABSOLUTE FARMS, LLC**

WHEREAS, Absolute Farms, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Trestle Ridge Estates Plat 6; and

WHEREAS, a Development Agreement was recorded on June 14, 2021 in Book 18584 at Page 821 of the Polk County, Iowa records and referenced real property including the property legally described as:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND PARCEL '2017-171' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16681, PAGE 376, BEING PART OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPT TRESTLE RIDGE ESTATES PLATS 1, 2, 3 AND 5, ALL BEING OFFICIAL PLATS IN SAID CITY OF ANKENY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WHEREAS, the Developer has complied with the provisions of the Development Agreement.

NOW, THEREFORE, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on June 14, 2021 in Book 18584 at Page 821 of the Polk County, Iowa records.

DATED this 17th day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of April 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of an Agreement with the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been or may in the future be annexed into the City of Ankeny

EXECUTIVE SUMMARY:

Acquisition of Berwick's water service territory is an essential step to managing the orderly development of the City. Acquisition of the water service territory allows the City to provide water infrastructure to new growth areas that meets our standards (i.e. fire flow pressure), and is planned in a way that can support future development that is outlined in the City Council approved Ankeny 2040 Plan.

The process for acquiring water service territory from an entity is outlined in Iowa Code, but in short, there is not one set formula prescribed for pricing. Parties are required to negotiate the terms and conditions for the acquisition, and agreements vary in scope and pricing. In this particular instance, staff referenced other purchase agreements from around the state of Iowa, inflation indices, as well as a past agreement between Berwick and Ankeny that was approved in 2005. That information was then used to create deal points for

a draft agreement that was shared with, and ultimately approved by the Berwick Water Association (signed April 4, 2023). The agreement now must be considered for action by the City Council in order to proceed.

Deal points of note with the proposed agreement:

- 244 acres of property that was previously annexed by the City but still within the Berwick Water Association's service territory will be acquired by the City at a cost of \$285.00 per acre, or \$69,540. If approved, the agreement provides Ankeny with the right to serve those properties;
- Berwick Water Association retains ownership of their infrastructure and continues to serve those properties until the City extends the necessary water infrastructure to the area;
- Berwick Water Association shall not create or add new Association member to properties that have either an annexation petition on file with the City or have been formally annexed by the City;
- A five-year road map is created for service territory acquisition by the City when future properties that are presently served by Berwick Water are annexed into the City. Year 1: \$288/acre, Year 2: \$291/acre, Year 3: \$294/acre, Year 4: \$296/acre, Year 5: \$299/acre.

FISCAL IMPACT: Yes

Approval of this item results in a financial outlay from the Water Utility Fund in the amount of \$69,540. This amount will be paid to the Berwick Water Association for acquisition of 244 acres of water service territory and establishes future acquisition costs for the duration of the Agreement between the parties. Future annexations within the Berwick Water Association's service territory will drive the need for additional acquisition by the City of Ankeny, and would be as a separate agenda item that is presented to the City Council for action.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Approval of Resolution No. 2005-518 and Agreement Regarding Water Service.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Agreement

RESOLUTION 2023-

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE
BERWICK WATER ASSOCIATION RELATED TO THE RIGHT TO SERVE CUSTOMERS LOCATED WITHIN THE
EXISTING BERWICK WATER DISTRICT BOUNDARY WHICH HAS BEEN OR MAY IN THE FUTURE BE
ANNEXED INTO THE CITY OF ANKENY**

WHEREAS, the Berwick Water Association is a rural water district organized and existing under the provisions of Chapter 504A of the Iowa Code; and

WHEREAS, the City of Ankeny, Iowa, has expanded its corporate boundaries into the Berwick Water Association's established district through past annexations of approximately 244 acres along SE Four Mile Drive; and

WHEREAS, the City of Ankeny and the Berwick Water Association have reached an agreement concerning the reasonable and affordable provision of water service throughout these annexation areas; and,

WHEREAS, the City of Ankeny and the Berwick Water Association have reached an agreement concerning the future annexation of area located within the boundaries of the Berwick Water Association's established district; and

WHEREAS, the City Council of the City of Ankeny, Iowa, believes it is in the best interest of the city to approve the execution of the Agreement Regarding Water Service with the Berwick Water Association, a copy of which is hereto attached.

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

The Agreement Regarding Water Service between the City of Ankeny, Iowa, and the Berwick Water Association, which is attached, and which has already been approved by the Board of Directors of the Berwick Water Association, is hereby approved and the Mayor and City Clerk are hereby directed to execute said agreement.

PASSED AND APPROVED this 17TH day of April, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

AGREEMENT REGARDING WATER SERVICE

THIS AGREEMENT is made and entered into this day of _____ 2023 ("Effective Date"), by and between the CITY OF ANKENY, IOWA (the "City") and BERWICK WATER ASSOCIATION ("Berwick").

RECITALS:

WHEREAS, Berwick is a rural water district organized and existing under the provisions of Chapter 504A of the Iowa Code; and

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Iowa; and

WHEREAS, the City has expanded its corporate boundaries into Berwick's water service boundary. The area of expansion by the City is approximately 244 acres and a diagram of said area is attached hereto, marked as Exhibit "A-1" and "A-2", and incorporated herein by this reference; and

WHEREAS, the City and Berwick each agree it is in each party's respective interest to reach an agreement concerning the reasonable and affordable provision of water service throughout the area which Berwick contends is its water service boundary; and

WHEREAS, the parties desire to set forth in this Agreement an understanding concerning future annexation by City, and do hereby agree to the following:

1. Western Boundary of Berwick Water Association. The area referenced above and marked as Exhibit "A-1" and "A-2" is approximately 244 acres annexed by the City. The City agrees to pay \$285.00 per acre (244 acres x \$285.00 equals \$69,540) for the right to provide water service to the green hatched area as set out in Exhibit "A-1" and "A-2" to this Agreement. This payment is a good faith negotiation between the parties.

The agreed-upon amount (\$69,540) shall be made by City to Berwick within fifteen (15) days of the execution of this Agreement. (See Paragraph 9 of this Agreement.)

2. Retention of Facilities Owned by the Water District. The parties agree that Berwick shall retain ownership and control over the facilities (water lines, "pipes in the ground"), now owned by Berwick which lie in the recently annexed territory and are used by Berwick to provide service to their association members. (See green hatched area of Exhibit "A-1" and "A-2" attached hereto.)
3. Retention of Facilities for Future Annexation. The City does hereby agree in the event of any future annexation of territory by the City into the area which Berwick contends is within its water service boundary, that Berwick will continue to own and control its facilities (water lines, "pipes in the ground") in order to allow Berwick to continue to provide services to their association members who are members as of the date of purchase of the area within the

water service boundary. Berwick agrees it shall not create new services or add new association members to properties that have an annexation petition on file with the City or have been formally annexed by the City.

4. Provision of Service. All members of the Berwick Water Association at the time of annexation of an area will be entitled to continue to receive water from their association (Berwick Water Association) and the City will not solicit any association member or place restrictions upon those members in order to force them to accept water service from the City. However, if any association member or user of Berwick Water services solicits the City requesting that they receive water service from the City of Ankeny, then and in that event, the City may provide water service to that individual or entity (i.e. corporation, limited liability company, partnership). Berwick will cooperate with the change in service from itself to the City; however, the cost of said transfer shall be made at no expense to Berwick. Berwick shall not create new services or add new association members to properties that have either an annexation petition on file with the City or have been formally annexed by the City.
5. Future Annexation and Purchase Price Calculation. In the event of any future annexation by the City beyond the area described in Exhibit "A-1" and "A-2" attached hereto into the area within Berwick's water service boundary, the City agrees to the Purchase Price of \$285.00 per acre to Berwick for Berwick's water territory rights to be transferred to City. This amount shall increase by 1% for each year thereafter for five years following the Effective Date of this Agreement, and no greater amount shall be required. The Purchase Price after five years from the Effective Date is subject to negotiation by the parties. The Purchase Price shall be rounded to the nearest dollar as shown in the example below.

Year 1: \$288 per acre;

Year 2: \$291 per acre;

Year 3: \$294 per acre;

Year 4: \$297 per acre; and

Year 5: \$300 per acre

6. Damages. In the event that either party damages those facilities owned by the other (service mains, service lines, water lines, "pipes in the ground"), the damaged party shall be reimbursed for the reasonable cost of replacement and repair of their facilities, including the cost of water lost as a result of a break in a water line. In the event of such damage, under this Agreement, the damaged party will have thirty (30) days following the date of said damage to notify the other party and provide documentation, in writing, establishing those damages sustained. The party being notified shall have fifteen (15) days to respond to the demand for damages. In the event that there is no response to the demand for compensation for damages sustained, then the damaged party shall be entitled to exercise all rights and remedies available at law or in equity including, but not limited to, the right to obtain damages, restitution, specific performance and injunctive relief. All rights and remedies provided for herein or which are otherwise available at law or in equity shall be distinct,

separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion thereof arises.

7. Termination. This Agreement shall be in full force and effect until the earlier of (i) such time as fully performed by the parties hereto; or (ii) termination by mutual agreement of the parties hereto in writing.
8. Notices. All notices required by this Agreement shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

If to the City, to:

City of Ankeny
Attn: City Clerk
410 West 1st Street
Ankeny, Iowa 50021

If to Berwick, to:

Berwick Water Association
P.O. Box 187
Berwick, Iowa 50032

Or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

9. Resolutions and Execution. The City and Berwick shall become parties hereto after the passage of a resolution by the City approving and authorizing the execution of the same.
10. Entire Agreement. This Agreement and all exhibits attached hereto constitute the entire agreement of the parties hereto with respect to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.
11. Authority to Act. Each party does hereby acknowledge that it has the authority to enter into this Agreement and that said Agreement shall be binding upon both parties.
12. Indemnification. To the extent allowed by law, each party, their contractors or subcontractors, shall indemnify and hold harmless the other party (its agents and employees) from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the negligent acts or omissions of the other party (or its contractors, subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable) and related to the obligations under this Agreement. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to party or person described in this agreement.

13. No Precedential Effect. The parties agree the decision to enter into this Agreement wherein Berwick receives payment for damages from the City for the expansion, by the City, of its corporate boundaries into Berwick's water service boundary shall have no precedential effect. Should a court of competent jurisdiction determine, as a matter of law, that there exists no such obligation to Berwick that court decision shall control. This paragraph shall be applied prospectively and in no event will Berwick be required to refund any damage payments received from the City under the terms of this Agreement which were paid prior to a determination by a court competent jurisdiction that such payments are not required.
14. Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to the extent it shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

Dated this ____ day of _____, 2023.

CITY OF ANKENY

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK ss:

On this ____ day of _____, 2023, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, and who being duly sworn, did say that they are the Mayor and City Clerk respectively of the City of Ankeny, Iowa; that the seal affixed to the foregoing instruction is the Corporate Seal of the corporation, and that the instrument was signed and sealed on behalf of the municipal corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council of the City of Ankeny, Iowa, on the ____ day of _____, 2023, and that Mark E. Holm and Michelle Yuska acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BERWICK WATER ASSOCIATION

By: Ted J. Griffieon
Name: Ted J. Griffieon
Title: President

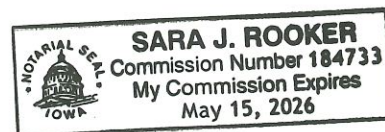
ATTEST:

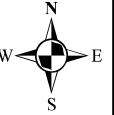
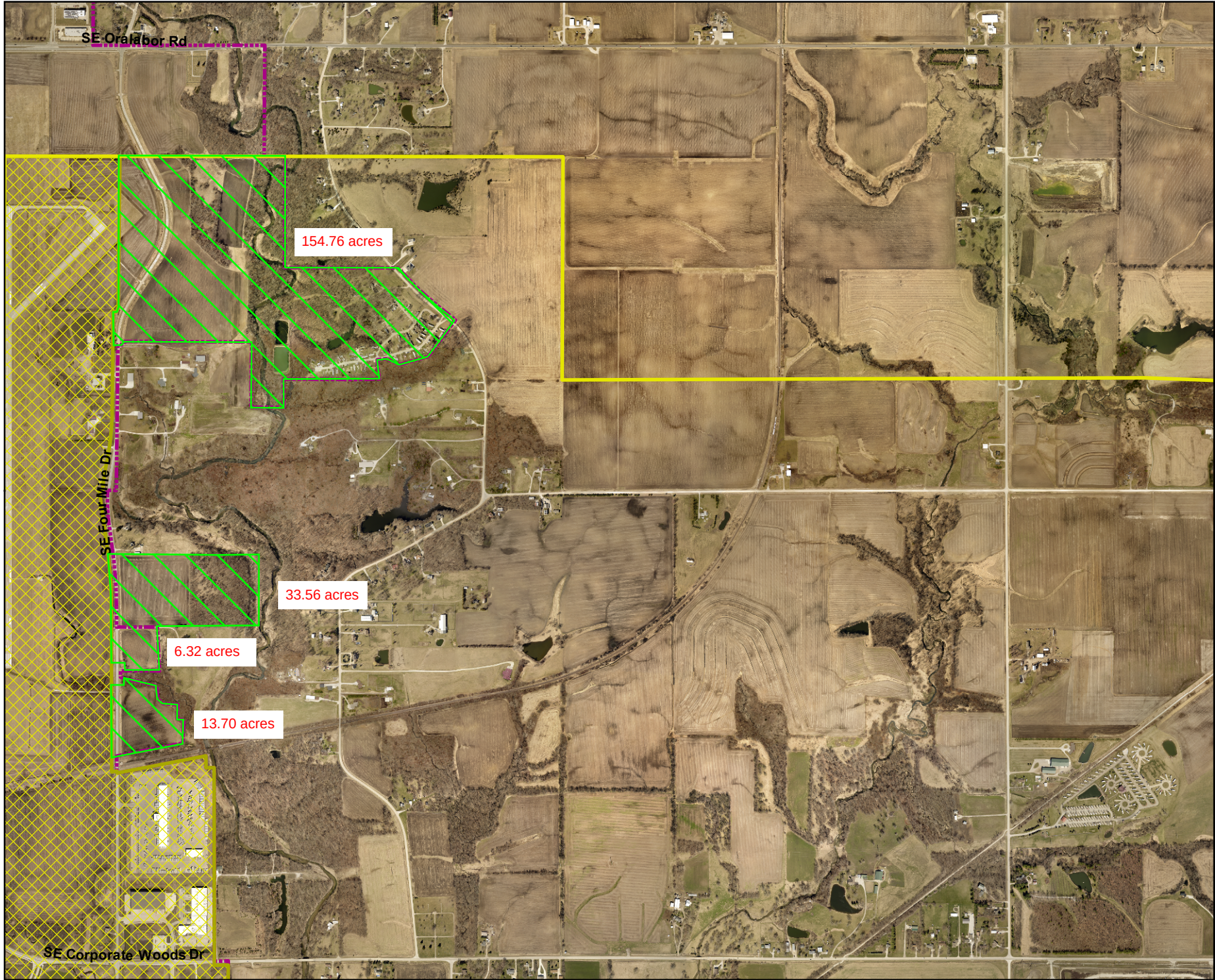
By: R. Bradley Skinner
Name: R. Bradley Skinner
Title: Attorney

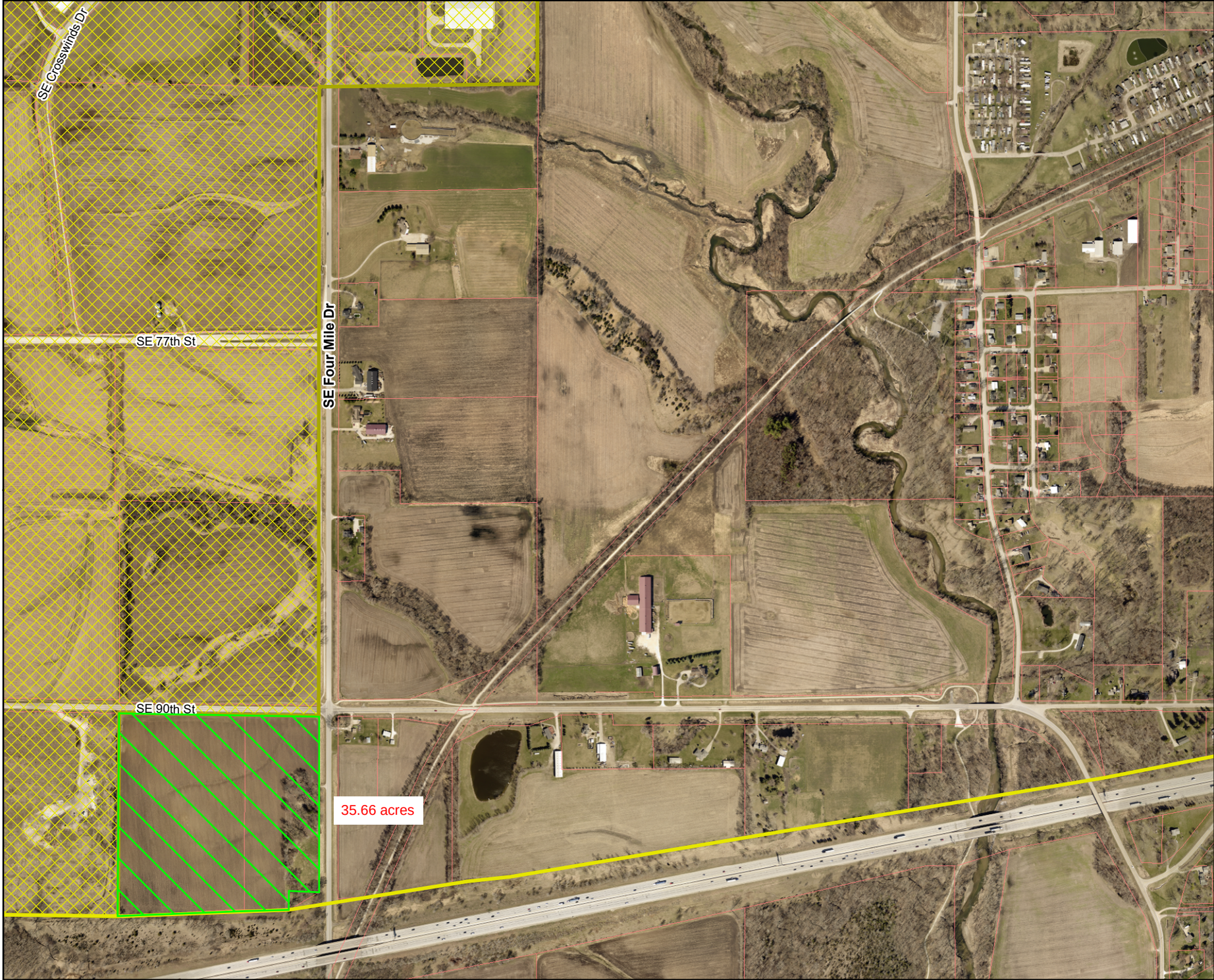
STATE OF IOWA, COUNTY OF POLK ss:

On this 3rd day of April, 2023, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Ted J. Griffieon and R. Bradley Skinner to me personally known, and who being duly sworn, did say that they are the President and Attorney, respectively, of Berwick Water Association; that the seal affixed to the foregoing instruction is the Corporate Seal of the corporation, and that the instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and that Ted J. Griffieon and R. Bradley Skinner as such officer, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Sara J. Rooker
Notary Public in and for the State of Iowa







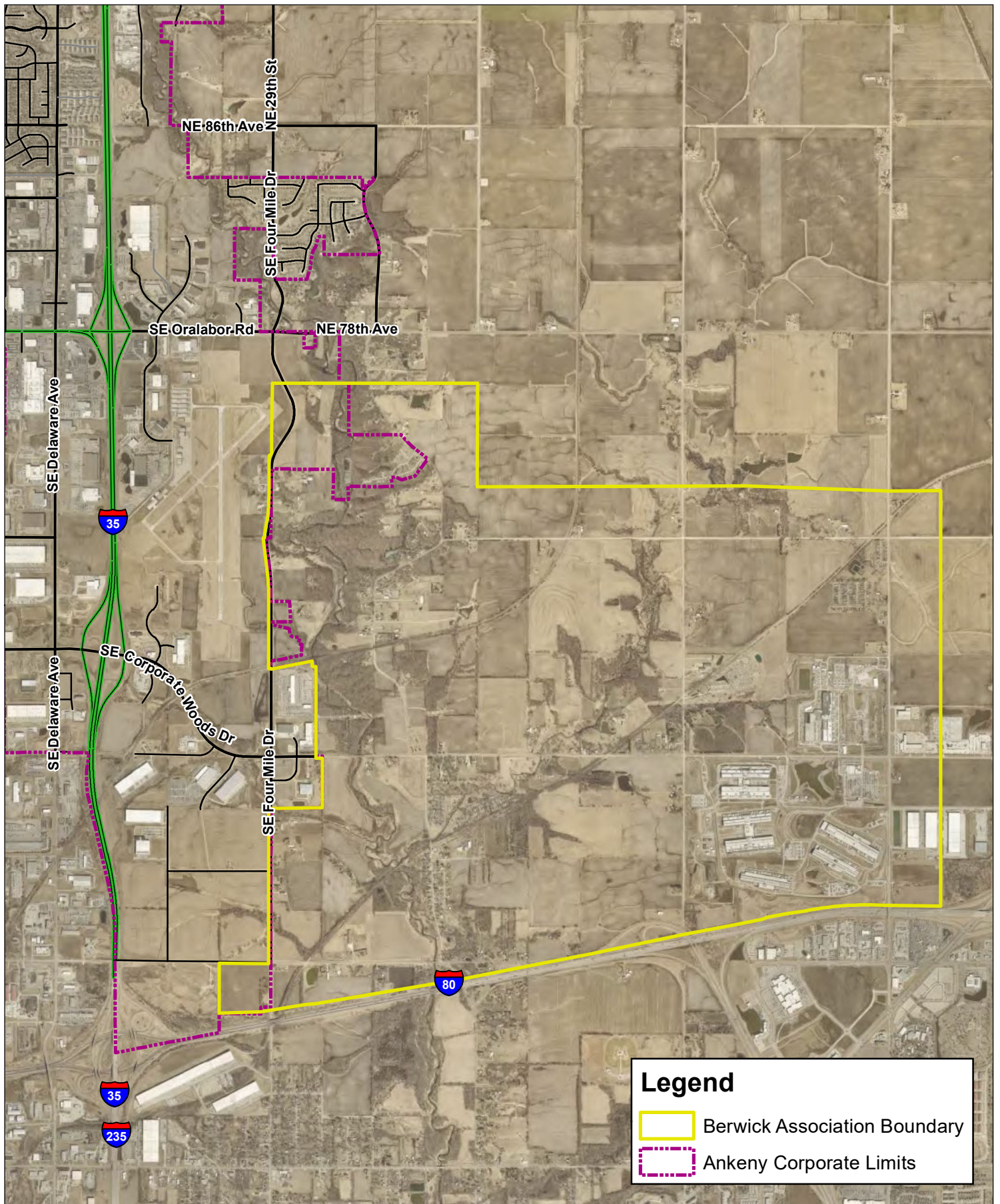


Exhibit B



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** setting a public hearing on a development agreement between the City of Ankeny and SPAL–USA, Inc. (date of hrg: 5/1/2023 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

SPAL–USA, Inc. is proposing to construct an approximately 215,000 square foot headquarters facility for U.S. operations consisting of office, manufacturing, warehousing, and distribution uses on approximately 25 acres located at the northeast corner of SE Convenience Boulevard and SE 77th Street in the Crosswinds Business Park in Ankeny, Iowa.

FISCAL IMPACT: **No**

The details a development agreement are being finalized but the financial terms will be consistent with policy guidelines outlined in the Targeted Industry Investment Policy and will include tax increment financing rebates and industrial property tax exemption.

CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing for May 1, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

None.

PUBLIC OUTREACH EFFORTS:

A public hearing will be held May 1, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Public Hearing Reso - SPAL USA
 NOH - SPAL USA

RESOLUTION XX-XXX

**A RESOLUTION SETTING A PUBLIC HEARING ON A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ANKENY & SPAL-USA, INC.**

WHEREAS, SPAL-USA, Inc. is proposing to construct an approximately 215,000 square foot headquarters facility for U.S. operations consisting of office, manufacturing, warehousing, and distribution uses on approximately 25 acres located at the northeast corner of SE Convenience Boulevard and SE 77th Street in the Crosswinds Business Park, said property located in the City of Ankeny and eligible for Targeted Industry Incentive Policy incentives; and

WHEREAS, this project will provide capital investment and expand employment within the City of Ankeny and the State of Iowa; and

WHEREAS, city staff is negotiating a development agreement between the City of Ankeny and SPAL-USA, Inc. related to the development costs in accordance with City Council policy; and

WHEREAS, the City Council will consider approval of a development agreement with SPAL-USA, Inc. to provide financial assistance in the form of property tax rebates.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed development agreement for May 1st, 2023 at 5:30 p.m.

Passed and approved this 17th day of April, 2023.

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**NOTICE OF HEARING ON PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA
AND SPAL–USA, INC.**

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 1st day of May, 2023 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of considering approval of a development agreement with SPAL–USA, Inc. The development agreement will provide financial assistance in the form of tax rebates of property tax paid by SPAL–USA, Inc. or its assigns.

At the aforementioned time, oral comments may be made on the proposal to enter into the Development Agreement. Written comments may be filed and sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on May 1, 2023. After said hearing, the City may take action on said Development Agreement.

DATED this 17th day of April, 2023.

Michelle Yuska, City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2023.



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-37.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-37.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider Mayors Appointment to Cultural Arts Boards as follows:

- Bill Konnath - reappointment - terms begins 5/01/2023; term ends 4/30/2027

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendation he is making for appointment to expiring Board seats.

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 appointment to expiring Cultural Arts Board seats as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Appointments- April 2023

SEAT NO.	Current Appointment	Term Expires	Re-Appt Application	Appointment	New Expire
7	Bill Konnath	4/30/2023	Yes	4/17/2023	4/30/2027
8	Laura Housel	4/30/2023	No		



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2141: An Ordinance amending the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations. (PH 2023-31)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2141 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: *<enact>Consider motion to accept first consideration of ORDINANCE 2141 </enact>*

Action. Consider motion to accept first consideration of ORDINANCE 2171.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE

**AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 193,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA,
REGARDING FLOOD PLAIN REGULATIONS**

WHEREAS, on the 17th day of April, 2023, after due notice, the City Council held a public hearing to consider said amendment, at which time and place all parties in interest and citizens had the opportunity to be heard; and

WHEREAS, the City Council now deems it appropriate to amend the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, regarding Flood Plain Regulations.

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

Section 1. That the Zoning Ordinance, Chapter 193, of the Municipal Code of the City of Ankeny, Iowa, is hereby amended;

Section 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and

Section 3. That this ordinance shall be in effect upon its passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this 15th day of May, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NE 62nd Street Box Culvert Design

Professional Services Agreement with Kirkham, Michael & Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Kirkham, Michael & Associates, Inc., for preliminary design engineering services needed for the NE 62nd Street Box Culvert Design project.

This project will replace an old farm access culvert with a reinforced concrete box (RCB) culvert. The existing culvert is in poor condition and not rated for typical vehicular traffic. The culvert is located west of NE Delaware Avenue and just east of NE Hillcrest Drive along the future alignment of NE 62nd Street allowing the crossing of an unnamed tributary to Four Mile Creek. This project includes engineering design in 2023, with construction and engineering services in 2024.

The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is \$71,240.00.

It is recommended that the City Council approve the Professional Services Agreement with Kirkham, Michael & Associates, Inc..

FISCAL IMPACT: No

The project is included in the City's 2023 - 2027 Capital Improvement Program with the design scheduled to be completed in 2023 and construct in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Kirkham, Michael & Associates, Inc., for the design engineering services for the NE 62nd Street Box Culvert Design project in an amount not to exceed \$71,240.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Kirkham, Michael & Associates, Inc., for the design engineering services for the NE 62nd Street Box Culvert Design in an amount not to exceed \$71,240.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made and entered into this 17 day of April, 2023, by and between the City of Ankeny, Iowa, hereinafter referred to as “**Owner**,” and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as “**Engineer**,” as follows:

The Owner hereby agrees to retain the Engineer, and the Engineer hereby agrees to provide the required professional services; and to furnish the equipment, supplies, or materials necessary to complete the work for the following project:

Design of reinforced concrete box (RCB) culvert to replace the existing structure on the future alignment of NE 62nd St. over an unnamed tributary to Fourmile Creek in Ankeny, Iowa.

1. **STANDARD CONDITIONS**

“**Kirkham, Michael & Associates, Inc., General Terms and Conditions**,” as attached hereto as Exhibit A (3 pages) and hereinafter referred to as the “Terms and Conditions”, is hereby incorporated into this Agreement, with the following exceptions.

- A. Section 7 “LIMITATION OF LIABILITY” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement.
- B. Section 8 “INSURANCE” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 “SUPPLEMENTAL CONDITIONS” of the base Agreement specifies “INSURANCE” requirements that are applicable to this Agreement, in lieu of those in Section 8 of the Terms and Conditions.
- C. Section 9 “INDEMNIFICATION” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 “SUPPLEMENTAL CONDITIONS” of the base Agreement specifies “INDEMNIFICATION” requirements that are applicable to this Agreement, in lieu of those in Section 9 of the Terms and Conditions.
- D. Section 12 “GOVERNING LAW” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- E. Section 13 “DISPUTE RESOLUTION” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement. Section 2 “SUPPLEMENTAL CONDITIONS” of the base Agreement specifies “DISPUTE RESOLUTION” requirements that are applicable to this Agreement, in lieu of those in Section 13 of the Terms and Conditions.
- F. Section 20 “PROPRIETARY DATA” of the Terms and Conditions is not applicable to this Agreement, and is hereby eliminated in its entirety, from this Agreement.



2. SUPPLEMENTAL CONDITIONS

A. INSURANCE

Engineer agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to the Owner.

B. INDEMNIFICATION

- a. Indemnification for Professional Negligence: Notwithstanding any language contained herein to the contrary, Engineer warrants and represents to the Owner that the public improvement has been designed in accordance with a generally recognized engineering or safety standard, criteria, or design theory in existence at the time of the construction or reconstruction. In the event that it is determined that the public improvement was not designed in accordance with a generally recognized engineering standard, criteria or design theory in existence at the time of the construction or reconstruction, the engineer agrees to indemnify and hold the Owner harmless from and against any and all claims, damages, losses, forfeitures, judgement, legal fees, costs, expenses, liabilities, and obligations, including, but not limited to attorney fees, that arises out of or in any way relates to the failure to design in accordance with the generally recognized engineering standard, criteria, or design theory in existence at the time of the construction or reconstruction. In the event of a conflict between this provision and any other provision of the Contract Documents the terms of this provision shall prevail.
- b. General Indemnification: Engineer shall protect, indemnify, hold harmless and defend the Owner and its employees, agents, and representatives (the "Indemnitees") against any and all claims, causes of action, suits, losses, costs or damages, including attorneys' fees and expenses, resulting from the acts, failure to act, omissions, negligence, or fault of Engineer those employed by them, or their agents and representatives, whether or not said claim, cause of action, suit, loss, cost or damage is alleged to be caused in part by any act, failure to act, omission, negligence, or fault of any of the Indemnitees or their employees, and Engineer shall bear any expense which any of the Indemnitees may have by reason thereof, or on account of being charged with such claim, cause of action, suit, loss, cost or damage, unless such claim, cause of action, sit, loss, cost or damages is solely caused by the Indemnities' sole act, failure to act, omission, negligence or fault. This general indemnification obligation is in addition to, and not a limit on, the insurance or bond obligations of the Engineer. In any and all claims by an employee of Engineer, anyone directly or indirectly employed by it, or anyone for whose acts Engineer may be liable, against any of the Indemnitees, or any of their agents or employees, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages by the compensation benefits payable by or for Engineer under workers' compensation acts, disability benefits acts, or other employee benefit acts.

C. DISPUTE RESOLUTION

Owner and Engineer agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to informal non-binding mediation. If non-binding mediation is not successful then the Architect, Engineer, and Contractor agree that any dispute, controversy or claim arising out of or relating to this



Agreement, the Project at issue, or the breach, default, and/or nonperformance thereof, may, solely at the Owner's discretion, be settled by binding arbitration administered pursuant to Iowa Code chapter 679A or in a district court of competent jurisdiction in and for Polk County, Iowa. Architect, Engineer and/or Contractor further agree that if at any time the Architect, Engineer and/or Contractor have any dispute controversy or claim arising out of or relating to this Agreement, the Project at issue, or the breach, default, and/or nonperformance thereof all such disputes, controversies or claims shall be brought in one action and such disputes, controversies or claims shall be joined in and be bound by the same action and forum as elected and brought by the Owner in order to ensure there is no piecemeal litigation.

3. SCOPE OF SERVICES

The work to be performed by the Engineer under this Agreement shall encompass and include all work, services, materials, equipment, supplies and incidental costs necessary to perform the work outlined below and as represented by Exhibit B, Scope of Services and Exhibit C, Project Location Map, to this Agreement. In general, the Engineer shall provide:

Design of a Reinforced Concrete Box (RCB) Culvert to convey unnamed creek under the future extension of NE 62nd St.

4. SCHEDULE

The schedule is included in Exhibit B, Scope of Services.

5. COMPENSATION

- A. For full and complete compensation for work, materials, and services furnished for the Scope of services in this Agreement, Engineer shall be paid for direct time charged to the project at Standard Hourly Rates for each employee Classification plus reimbursable expenses not to exceed **\$71,240.00**. The Standard Hourly rates are included as part of Exhibit D to this Agreement and includes salary, additives, overhead and profit. No additional fees shall be payable for the project, unless specifically agreed to in writing by the Owner and Engineer prior to providing said services. A detailed estimate and fee is included as Exhibit D to this Agreement.
- B. Work items not addressed in the scope of work included in this Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.
- C. The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.
- D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents on the day and year first above written.

Attachment: Exhibit A – General Terms and Conditions
 Exhibit B – Scope of Services
 Exhibit C – Project Location Map
 Exhibit D – Fee Estimate and Hourly Rates

ENGINEER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.
Federal ID #470365085

OWNER:
CITY OF ANKENY, IOWA

BY: 
Greg Cabalka, Vice President

BY: _____
Mark Holm, Mayor

Date: 4/5/2023

Date: _____

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B

SCOPE OF SERVICES

Project Scope

The City of Ankeny is interested in constructing a culvert to convey an unnamed tributary to Fourmile Creek under the future extension of NE 62nd St. The culvert will be designed in consideration for a future residential development project. Coordination with the developer's engineer will be required.

The proposed design will be an Iowa Department of Transportation (Iowa DOT) standard cast-in-place Reinforced Concrete Box (RCB) Culvert. It is assumed that Iowa DOT standard headwalls will be utilized on this project. If an excessive fill height is required from the developer's engineer, then custom headwalls will need to be designed to minimize channel loss and avoid compensatory mitigation, which will be considered extra work. The project will include black vinyl chain link fencing on the culvert headwalls. No other aesthetic enhancements are included. No impacts to existing utilities are anticipated, therefore this project scope does not include relocation of existing utilities. However, it is anticipated that the future residential development project will include storm sewer. This project scope does not include storm sewer design but will accommodate connection details to the RCB if required.

Engineering Services to be Provided

The scope of services to be performed shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following tasks:

I. PROJECT MANAGEMENT

This task will be ongoing throughout the project duration. Andrew Putz will serve as the Consultant Project Manager. The Consultant Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members. The Consultant Project Manager will provide continuous project administration, management and coordination of tasks and activities, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

II. PRELIMINARY DESIGN

Preliminary plans shall be prepared and submitted to the City of Ankeny, in accordance with the Preliminary Plan Guidelines in the Instructional Memorandums to Local Public Agencies. HEC-RAS hydraulic models will be created by the Engineer as necessary to prepare permit applications to IDNR/USACE and FEMA. Proposed horizontal alignment and vertical profile of NE 62nd St. will be provided by the developer's engineer. HEC-RAS modeling will be used to develop the culvert size and will be provided by the Engineer to the developer's engineer and the City of Ankeny upon request. The final street typical section is unknown at this time, but it is expected that the street width will be 31' back-to-back of curbs with a 5' sidewalk on each side of the street. NE 62nd Street corridor will have a 70' Right-of-Way width.

A. Topographic Survey – To be provided by developer's engineer. Engineer to provide supplemental survey required specifically for the culvert design.

B. Hydraulic Analysis – Engineer will evaluate up to two culvert options as part of the hydraulic analysis.



C. Environmental Concurrence and Phase I Cultural Resource Survey – Engineer will complete an environmental/archaeological analysis.

- a. **Wetland Delineation** - Engineer will compile and assess existing site information using web-based Geographical Information Systems (GIS). Data to review includes project location maps, National Wetlands Inventory maps, City of Ankeny Soil Survey maps and tables, and aerial photographs. Based on the results of this investigation, areas requiring field investigation will be identified. Non-agricultural areas including potential wetlands and stream channels will be investigated according to the 1987 Corps of Engineers Wetland Delineation Manual and the 2010 Midwest Regional Supplement. All potentially jurisdictional areas will be field reviewed for hydrophytic vegetation, hydric soils, and wetland hydrology. Field identified wetlands will be flagged, if requested by the Owner. Delineation information will be recorded on Wetland Determination Data Forms: Midwest Region.
- b. **Threatened and Endangered Species (TES) Evaluation** - Engineer will complete a reconnaissance level assessment of the project site to determine the presence of listed threatened and endangered species and/or their favored habitats. This task does not include intensive species-specific surveys that may be required should state or federal regulatory agencies require detailed investigations. A summary of the evaluation results will be included in the Wetland Investigation Report along with an agency coordinated IaDOT Determination of Effect Form.
- c. **Wetland Investigation Report** - A technical report will be prepared to summarize the quantity and extent of jurisdictional waters of the proposed project area. The report will include delineated acreage, an assessment of adjacency, an assessment of the drainage resources, a location map of identified jurisdictional waters, data sheets documenting field findings, photographic record of site conditions, and summaries of the T&E Species Evaluation. Three hard copies and an electronic PDF copy will be provided to the client for record and further dissemination.
- d. **Wetland Mitigation Planning/Design** - Determination of need to be made after preliminary design. Not a part of this contract. To be considered extra work, if required.
- e. **Cultural/Historical/Archaeological Evaluation** - Phase I cultural resources survey of the proposed project area. Includes pre-field archival research and records search, geoarchaeological evaluation of project area, Phase I field investigation, laboratory analysis (if required) and comprehensive project completion report. All work will meet or exceed Section 106 requirements, Association of Iowa Archaeologists Guidelines for Archaeological Research in Iowa, U.S. Army Corps of Engineers-Rock Island District requirements, and Iowa Department of Transportation regulations. Site review and report prepared to be by a subconsultant selected and hired by the Engineer. Assumes site is easily cleared. Detailed site investigation, if required to obtain clearance, will be considered extra work.

D. Submittal to Permitting Agencies –

- a. **US Army Corps of Engineers (USACE)** - The Engineer shall prepare and make application submittal for a Nationwide 404 Permit from the USACE. An Individual 404 Permit from USACE is not expected to be required. Application for an Individual 404 Permit, if necessary, will be considered extra work. Services to provide wetland delineation are included. Preparation of a wetland mitigation plan, if required, will be considered extra work.
- b. **Iowa Department of Natural Resources (IDNR)** - Application for a Floodplain permit from IDNR is expected and will be made as part of this project. Hydraulic modeling revisions required by IDNR review that are beyond the control of the Engineer will be considered extra work. Submittal to IDNR will be made to request review for threatened or endangered species.



- c. **Federal Emergency Management Agency (FEMA)** – It is not expected that revisions to Flood Insurance Rate Maps will be required. Preparation and submittal of CLOMR or LOMR is not part of this agreement.
- d. Any additional permit application submittals, if necessary, will be considered extra work.

E. Legal Survey / Plats – Not part of this project. To be provided by developer's engineer.

III. FINAL DESIGN

Check plans and final plans shall be prepared in accordance with the Check and Final Plan Guidelines in the Instructional Memorandums to Local Public Agencies. Final plans will provide culvert length, construction joint locations, and elevations. Culvert barrel dimensions and reinforcing details will be provided by referencing IaDOT standard drawings. Plans will include a Pollution Prevention Plan. NPDES permit application is included as the disturbed area will likely be more than 1.0 acre.

- A. Materials Testing** – Geotechnical investigation for the culvert will be provided at actual cost charged by a sub-consultant selected and hired by the Engineer. This work is dependent on the final vertical profile produced by the developer's engineer. This item is optional for fill heights less than 10 foot.
- B. Right-of-Way Acquisition** - Not a part of this contract. Not Anticipated.
- C. Utility Accommodation** - Not a part of this contract. Not Anticipated.

IV. LETTING AND CONSTRUCTION

The Engineer will perform construction administration / observation services during construction if requested by the City of Ankeny. These construction phase services would be contracted through an amendment to this agreement.

- A.** The project will be let by the City of Ankeny and the Engineer shall supply the necessary documents for this process using City of Ankeny templates for the front ends and the SWPPP.
- B.** The Engineer shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the City of Ankeny during this phase of services.
- C.** The Engineer shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder.

Project Schedule

It is understood that the City of Ankeny is targeting an early 2024 letting for this project. The engineer has received a conceptual plan from the developer's engineer. Topographic Survey and confirmed roadway geometry from the developer's engineer are needed at the time of the notice to proceed. Delays in receiving those files could push the project schedule. To target a February 2024 letting, the Preliminary Design phase will need to be completed before the end of August 2023 for submittal to the Iowa DNR and other agencies. The preliminary design phase is expected to take 2 months to complete. Request will be made for an expedited review by IDNR. Final Design will be completed within 1 month of receiving Iowa DNR approval. Review time is currently estimated to be up to 3 months. Delays in review time could push the project schedule. Letting is anticipated in February 2024.

This is an aerial map from Google Maps showing a rural area in Iowa. A large, dark brown rectangular field dominates the upper half of the image. A red circle is drawn on the right side of this field, and a red arrow points from the text 'Proposed Culvert Location' to it. The map includes several labels for roads and landmarks. Roads shown include NE 126th Ave, NE 124th St, NE 122nd St, NE 120th St, NE 118th Ave, NE 116th St, NE 114th St, NE 112th St, NE 110th St, NE 108th St, NE 106th St, NE 104th St, NE 102nd St, NE 100th St, NE 98th St, NE 96th St, NE 94th St, NE 92nd St, NE 90th St, NE 88th St, NE 86th St, NE 84th St, NE 82nd St, NE 80th St, NE 78th St, NE 76th St, NE 74th St, NE 72nd St, NE 70th St, NE 68th St, NE 66th St, NE 64th St, NE 62nd St, NE 60th St, NE 58th St, NE 56th St, NE 54th St, NE 52nd St, NE 50th St, NE 48th St, NE 46th St, NE 44th St, NE 42nd St, NE 40th St, NE 38th St, NE 36th St, NE 34th St, NE 32nd St, NE 30th St, NE 28th St, NE 26th St, NE 24th St, NE 22nd St, NE 20th St, NE 18th St, NE 16th St, NE 14th St, NE 12th St, NE 10th St, NE 8th St, NE 6th St, NE 4th St, NE 2nd St, NE 1st St. Landmarks include Fourmile Creek, Sherman Dr, NE Oak Dr, NE Sherman Dr, NE 57th Ct, Brincks Exteriors, NE 57th St, NE 56th St, NE 55th St, NE 54th St, NE 53rd Ct, CANI Baseball, Steve's Marine Service, Northgate Apartments, Townhome, Iowa National Hail Center, Home Show Expo, and The Courtyards at Harvest Ridge. The map also shows a large, light brown rectangular field in the center, a smaller, light brown rectangular field in the lower right, and a large, dark brown rectangular field in the upper right. The map is oriented with North at the top.

Exhibit D
FEE ESTIMATE AND HOURLY RATES

- A) For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Agreement, the Engineer shall be paid the following fees, including any authorized reimbursable expenses. The Owner shall pay fees associated with required permits.
- I) PROJECT MANAGEMENT
- i) General Project Management.....\$ 6,240
Task I Estimated Cost: \$6,240
- II) PRELIMINARY DESIGN
- i) Topographic Survey.....\$ 1,840
ii) Hydraulic Analysis.....\$ 3,580
iii) Wetland and TES Investigation\$ 5,280
iv) Submittals to Permitting Agencies.....\$ 2,780
v) Preliminary Design and Drafting\$18,960
Task II Estimated Cost = \$32,440
- III) FINAL DESIGN
- i) Final Design and Drafting.....\$18,920
Task III Estimated Cost = \$18,920
- IV) LETTING AND CONSTRUCTION
- i) General Letting Services.....\$ 2,640
Task IV Estimated Cost = \$2,640
- V) SUBCONSULTANT WORK
- i) Phase 1 Cultural/Historical/Archaeological EvaluationEstimated at \$ 4,500
To be provided at actual cost charged by a sub-consultant hired by the Engineer.
ii) Geotechnical Investigation.....Estimated at \$ 6,500
To be provided at actual cost charged by a sub-consultant hired by the Engineer.
Task V Estimated Cost = \$11,000
- Project Total (Engineer) = \$60,240.00
Project Total (Subconsultant) = \$11,000.00
Total Not to Exceed Cost = \$71,240.00
- B) Work items not addressed in the Scope of Services included in this Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.
- C) The Engineer shall invoice the Owner monthly for services, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the Owner's acceptance of Engineer's submission of final deliverables in accordance with the Scope of Services.
- D) In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

Kirkham Michael (Iowa) 2023 Billing Rate Schedule by Classification	
KM Classification	2023 Billing Rate
Principal / Operations Manager	\$245.00
Engineering Manager	\$225.00
Principal Engineer	\$195.00
Senior Scientist / NEPA Specialist	\$160.00
Senior Engineer	\$170.00
Associate Engineer	\$160.00
Engineering Intern 1	\$115.00
Engineering Intern 2	\$125.00
Engineering Intern 3	\$135.00
Design Manager	\$155.00
Design Technician	\$100.00
CADD Technician	\$100.00
Licensed Surveyor	\$245.00
Senior Project Surveyor	\$150.00
Project Surveyor	\$130.00
Survey Crew Chief	\$120.00
Construction Engineer	\$160.00
Construction Manager	\$150.00
Senior Construction Observer	\$105.00
Assistant Construction Observer / Technician	\$95.00
Administrative	\$95.00

Rates are subject to increase on January 1, 2024



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

April 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - \$3,248,000 Water Revenue Capital Loan Notes - 5/1/23 @ 5:30 p.m.*
- *Public Hearing - vacate - easement - SW 3rd St at 2943 SW 3rd St. - 5/1/23 @ 5:30 p.m.*
- *Public Hearing - Development Agmt - SPAL-USA, Inc. - 5/1/23 @ 5:30 p.m.*
- *Public Hearing - Delaware Ground Storage Reservoir Rehabilitation Project - 5/15/23 @ 5:30 p.m.*
- *Regular Council Meeting - 6/5/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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