



ANKENY CITY COUNCIL

Regular Meeting

Monday, March 20, 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

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

ELECTRONIC MEETING INFORMATION

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

1. Special Presentation: Sister Cities update -Eric Baker

B. APPROVAL OF AGENDA:

1. Approval of the March 20, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the March 20, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-25 Proposed North Four Mile Creek Trunk Sewer Project

Action# C1-1. Consider motion to close Public Hearing 2023-25.

2. PH 2023-26 Proposed N Ankeny Boulevard & 18th Street Intersection Improvements

Action# C2-1. Consider motion to close Public Hearing 2023-26.

3. PH 2023-27 Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023

Action# C3-1. Consider motion to close Public Hearing 2023-27.

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 March 6, 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 February 21, 2023.
- CA - 3** Receive and file minutes of the Civil Service Commission meeting of February 13, 2023.

• **Licenses and Permits**

- CA - 4** Consider motion to approve the solid waste permits for April 1, 2023– March 31, 2024.
- CA - 5** Consider motion to approve the issuance of liquor licenses and/or beer / wine permits in the City of Ankeny.

• **Finance/Budget**

- CA - 6** Consider motion to receive and file Financial Reports for February 2023.
- CA - 7** Consider motion to receive and file Building Permit Report for February 2023.
- CA - 8** Consider motion to receive and file Utility Billing Report for February 2023.
- CA - 9** Consider motion to approve Change Order #4 increasing the contract amount by

\$1,500.00 to McAninch Corporation for construction services on the Irvinedale Drive Transmission Main - Phase 3 project.

- CA - 10** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,200.00 with MSA Professional Services (MSA) for design engineering and bid phase services for Uptown Parking Improvements.
- CA - 11** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$84,555.00 with RDG Planning and Design for final design and bidding phase services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 12** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$222,600.00 with Short Elliot Hendrickson (SEH) Inc., for construction services on the S. Ankeny Blvd. Transmission Main Project.
- CA - 13** Consider motion to approve Payment #11 in the amount of \$14,595.26 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 14** Consider motion to approve Payment #9 in the amount of \$16,170.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 15** Consider motion to approve Payment #16 in the amount of \$26,469.25 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 16** Consider motion to approve Payment #7 in the amount of \$1,687.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
- CA - 17** Consider motion to approve Payment #9 in the amount of \$6,744.00 to McAninch Corporation, for construction services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
- CA - 18** Consider motion to approve Payment #11 in the amount of \$55,396.27 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
- CA - 19** Consider motion to approve Payment #2 in the amount of \$6,550.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
- CA - 20** Consider motion to approve Payment #3 in the amount of \$1,112.50 to Nilles Associates, Inc., for engineering services on the SW DSM Street Park - Phase 1 project.
- CA - 21** Consider motion to approve Payment #19 in the amount of \$107,890.47 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 22** Consider motion to approve Payment #8 in the amount of \$4,447.44 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 23** Consider motion to approve Payment #4 in the amount of \$204,678.96 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
- CA - 24** Consider motion to approve Payment #6 in the amount of \$187,059.96 to WRH,

Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

CA - 25 Consider motion to approve the March 20, 2023 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

CA - 26 Consider motion to approve the HVAC services contract with Excel Mechanical Company Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

- **Personnel Items**

CA - 27 Consider motion to adopt **RESOLUTION** authorizing the fiscal year 2023 and 2024 pay scales for seasonal employees.

CA - 28 Consider motion to accept the Civil Service Commission certified lists for appointment to: Civil Engineer I, Police Officer, Utilities Operator and Fire Deputy Chief; subject to passing any further departmental requirements.

- **Community Development Items**

CA - 29 Consider motion to adopt **RESOLUTION** accepting the final plat for Treasure Acres Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Requirements.

CA - 30 Consider motion to adopt **RESOLUTION** receiving and filing application for annexation, and providing for the giving of notice for annexation, of certain territory located adjacent to the southeast quadrant of the City of Ankeny.

CA - 31 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa on a 28E Agreement approving an Annexation Boundary Agreement with the City of Alleman, Iowa. (date of hrg: 5/1/23 @ 5:30 p.m.)

- **Engineering Items**

CA - 32 Consider motion to adopt **RESOLUTION** accepting a proposal from HMG Land Management in the amount of \$29,942.50 for the construction of the 2023 Native Vegetation Maintenance project.

- **Capital Improvement Projects - none**

- **Administrative Items**

CA - 33 Consider a motion to adopt **RESOLUTION** authorizing and directing the City Manager and legal counsel to execute required documents for the City of Ankeny to opt in to a nationwide opioid litigation settlement.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-33.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-33.

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

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

H. **LEGISLATIVE BUSINESS:**

- **Approval of Ordinances:**

1. Ord 2132 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2132, sending it on its final passage and publication as required by law.

2. Ord 2133 An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2133, sending it on its final passage and publication as required by law.

3. Ord 2134 An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations.

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2134, sending it on its final passage and publication as required by law.

4. Ord 2135 An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails.

Action# H4-1. Consider motion to accept third consideration of ORDINANCE 2135, sending it on its final passage and publication as required by law.

5. Ord 2136 An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.

Action# H5-1. Consider motion to accept second consideration of ORDINANCE 2136.

6. 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.

Action# H6-1. Consider motion to accept second consideration of ORDINANCE 2137.

7. 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.

Action# H7-1. Consider motion to accept second consideration of ORDINANCE 2138.

8. Ord 2139 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

Action# H8-1. Consider motion to accept second consideration of ORDINANCE 2139.

Action# H8-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2139, sending it on its final passage and publication as required by law.

9. Ord 2140 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by

amending provisions pertaining to stormwater management fees.

Action# H9-1. Consider motion to accept second consideration of ORDINANCE 2140.

I. **OLD BUSINESS: none**

J. **NEW BUSINESS:**

1. Proposed North Four Mile Creek Trunk Sewer (PH 2023-25)

Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$2,524,770.00; 2) receive and file report of bids received March 14, 2023; and 3) adopt RESOLUTION making award of construction contract with J&K Contracting in the amount of \$2,000,000.00.

2. Proposed North Ankeny Boulevard and 18th Street Intersection Improvements (PH 2023-26)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$443,792.50; 2) receive and file report of bids received March 14, 2023; 3) adopt RESOLUTION making award of construction contract with All Star Concrete, LLC in the amount of \$439,624.75; and 4) adopt RESOLUTION approving contract and bonds with All Star Concrete, LLC in the amount of \$439,624.75.

3. Proposed Issuance of \$15,200,000 General Obligation Bonds, Series 2023

Action# J3-1. Consider motion to adopt RESOLUTION authorizing the issuance of \$15,200,000 General Obligation Bonds, Series 2023, and levying a tax for the payment thereof.

4. Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023 (PH 2023-27)

Action# J4-1. Consider motion to adopt RESOLUTION amending the current budget for fiscal year ending June 30, 2023.

5. Amended FY 2023 Fund Transfers

Action# J5-1. Consider motion to adopt RESOLUTION approving amendment to fiscal year 2023 fund transfers.

6. Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024
Set Public Hearing Date

Action# J6-1.

Consider motion to set a public hearing on the Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024 and direct City Clerk to publish notice of such hearing (date of hrg: 4/03/23 @ 5:30 p.m.).

7. Proposed NW Irvinedale Drive & NW 18th Street Intersection Improvements
Professional Services Agreement with HR Green, Inc.

Action# J7-1. Consider a motion to approve the Professional Services Agreement with HR Green, Inc. for the traffic engineering and survey services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements in an amount not to exceed \$107,920.00 and authorize the Mayor to execute said agreement.

8. Proposed NE 36th Street and NE 38th Street Water Main Professional Services Agreement with Fox Strand

Action# J8-1. Consider a motion to approve the Professional Services Agreement with Fox Strand, for the design engineering and bidding phase services on the NE 36th Street and NE 38th Street Water Main Project in an amount not to exceed \$204,000.00 and the Mayor to execute said agreement.

9. Community Project Funding Program 2024
NW Irvinedale Elevated Storage Tank

Action# J9-1. Consider a motion to adopt RESOLUTION authorizing the City of Ankeny to submit an application for funding from the 2024 Community Project Funding Program – NW Irvinedale Elevated Storage Tank.

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 - 2023 Asphalt Street Resurfacing Program - SW Ordinance Road - 4/3/23 @ 5:30 p.m.***
- ***Public Hearing - Amendment No. 13 - 1989 AED URP - 4/3/23 @ 5:30 p.m.***
- ***Public Hearing - FY2024 Budget - 4/3/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 4/17/23 @ 5:30 p.m.***
- ***Public Hearing - 28E Agreement - Annexation Boundary Agmt - City of Alleman - 5/1/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

Special Presentation: Sister Cities update -Eric Baker

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

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the March 20, 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 March 20, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2023-25: Proposed North Four Mile Creek Trunk Sewer Project

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer project will extend a 30-inch diameter sanitary sewer west/northwest along NE 54th Street to N. Ankeny Blvd, and then it will continue north along N. Ankeny Blvd. for approximately 1000 lineal feet to the end of the project.

The construction improvements include the installation of approximately 2500 lineal feet of 30-inch sanitary sewer with trenched and trenchless methods, 9 - 60-inch manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 14, 2023. Two (2) bids were received as follows:

1. J&K Contracting \$2,000,000.00

2. Minger Construction Co., Inc. \$2,476,642.50

The Engineer's Estimate for the project was \$2,524,770.00. The bids ranged from approximately 2% below to 25% below the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. J&K Contracting has completed other projects within the City of Ankeny with the most recent project being the NW 18th Street Project. They have the experience to complete this project.

With Council approval, the late start date is no later than April 17, 2023, and the contractor will have 110 working days to complete the project. It is staff's recommendation to award the project to J&K Contracting.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$2,524,770.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the North Four Mile Creek Trunk Sewer Project.
3. Receive and file the report of bids received on March 14, 2023.
4. Approve Resolution, making award of construction contract to J&K Contracting of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with J&K Contracting in the amount of \$2,000,000.00 will take place at the April 3, 2023 meeting as the contract/bond was not received prior to the deadline.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as March 14, 2023, and setting the public hearing date as March 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-25.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-25

5:30 P.M.

MARCH 20, 2023

PROPOSED NORTH FOUR MILE CREEK TRUNK SEWER

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Four Mile Creek Trunk Sewer. Notice of this hearing was published in the Des Moines Register on the 3rd day of March, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-25.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

WHEREAS, on the 20th day of February, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer; and

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

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

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

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
3-20-23

BID LETTING

10:30 A.M.

MARCH 14, 2023

NORTH FOUR MILE CREEK TRUNK SEWER

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Four Mile Creek Trunk Sewer project in accordance with the Plans and Specifications prepared by Foth.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 2,524,770.⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ☒	J+K Contracting 10703 Justin Dr Urbandale IA 50322	2,000,000 ⁰⁰	☒
2) ☒	Minger Construction Co. Inc 620 Corporate Dr Jordan MN 55352	2,476,642 ⁵⁰	☒
3) ☐			
4) ☐			
5) ☐			
6) ☐			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 20, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director



Tabulation of Bids
Ankeny, IA
North Four Mile Creek Trunk Sewer



Foth Project Number: 22A004.00

Bid Date: Tuesday, March 14, 2023 at 10:30 am					Engineer's Opinion of Cost		J&K Contracting Urbandale, IA		Minger Construction Co. Inc. Jordan, MN	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE										
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	3.7	\$ 2,000.00	\$ 7,400.00	\$ 9,000.00	\$ 33,300.00	\$ 5,000.00	\$ 18,500.00
DIVISION 4 - SEWERS AND DRAINS										
4.1	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260	\$ 645.00	\$ 812,700.00	\$ 250.00	\$ 315,000.00	\$ 440.00	\$ 554,400.00
4.2	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172	\$ 980.00	\$ 1,148,560.00	\$ 950.00	\$ 1,113,400.00	\$ 1,100.00	\$ 1,289,200.00
4.3	4010-B-2130	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110	\$ 2,000.00	\$ 220,000.00	\$ 2,000.00	\$ 220,000.00	\$ 2,000.00	\$ 220,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER										
6.1	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9	\$ 18,000.00	\$ 162,000.00	\$ 14,500.00	\$ 130,500.00	\$ 19,000.00	\$ 171,000.00
6.2	6010-G-1000	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 50,000.00	\$ 50,000.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL										
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING										
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.9	\$ 3,000.00	\$ 8,700.00	\$ 1,500.00	\$ 4,350.00	\$ 1,200.00	\$ 3,480.00
9.2	9010-A-1107	WETLAND SEEDING	ACRE	0.8	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 1,900.00	\$ 1,520.00
9.3	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.7	\$ 800.00	\$ 2,960.00	\$ 700.00	\$ 2,590.00	\$ 425.00	\$ 1,572.50
9.4	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	7.4	\$ 3,000.00	\$ 22,200.00	\$ 5,000.00	\$ 37,000.00	\$ 3,300.00	\$ 24,420.00
9.5	9040-D-1000	FILTER SOCK, INSTALLATION	LF	2,000	\$ 3.00	\$ 6,000.00	\$ 2.00	\$ 4,000.00	\$ 3.10	\$ 6,200.00
9.6	9040-D-3000	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000	\$ 0.25	\$ 500.00	\$ 0.25	\$ 500.00	\$ 0.50	\$ 1,000.00
9.7	9040-N-1000	SILT FENCE, INSTALLATION	LF	3,000	\$ 3.00	\$ 9,000.00	\$ 2.00	\$ 6,000.00	\$ 2.20	\$ 6,600.00
9.8	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	3,000	\$ 0.25	\$ 750.00	\$ 0.25	\$ 750.00	\$ 0.25	\$ 750.00
9.9	SPECIAL	SURFACE RESTORATION HAUL ROUTES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
DIVISION 11 - MISCELLANEOUS										
11.1	11020-A-1000	MOBILIZATION	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 107,410.00	\$ 107,410.00	\$ 120,000.00	\$ 120,000.00
TOTAL BASE BID (Items 2.1 to 11.1)						\$ 2,524,770.00		\$ 2,000,000.00		\$ 2,476,642.50
					Bid Bond/Check					
					Corrected					

I hereby certify that this is a true and correct tabulation of bids received
 on March 14, 2023 for the North Four Mile Creek Trunk Sewer.
 City of Ankeny , Iowa - Wednesday, March 15, 2023

3/15/2023

Blair A. Spotts, P.E. License No. 26397 Date

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK SEWER", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

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

Section 1. That the following bid for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer, described in the plans and specifications heretofore adopted by this Council on March 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **J&K Contracting** of **Urbandale, Iowa**

Amount of bid: **\$2,000,000.00**

Portion of project: All construction work

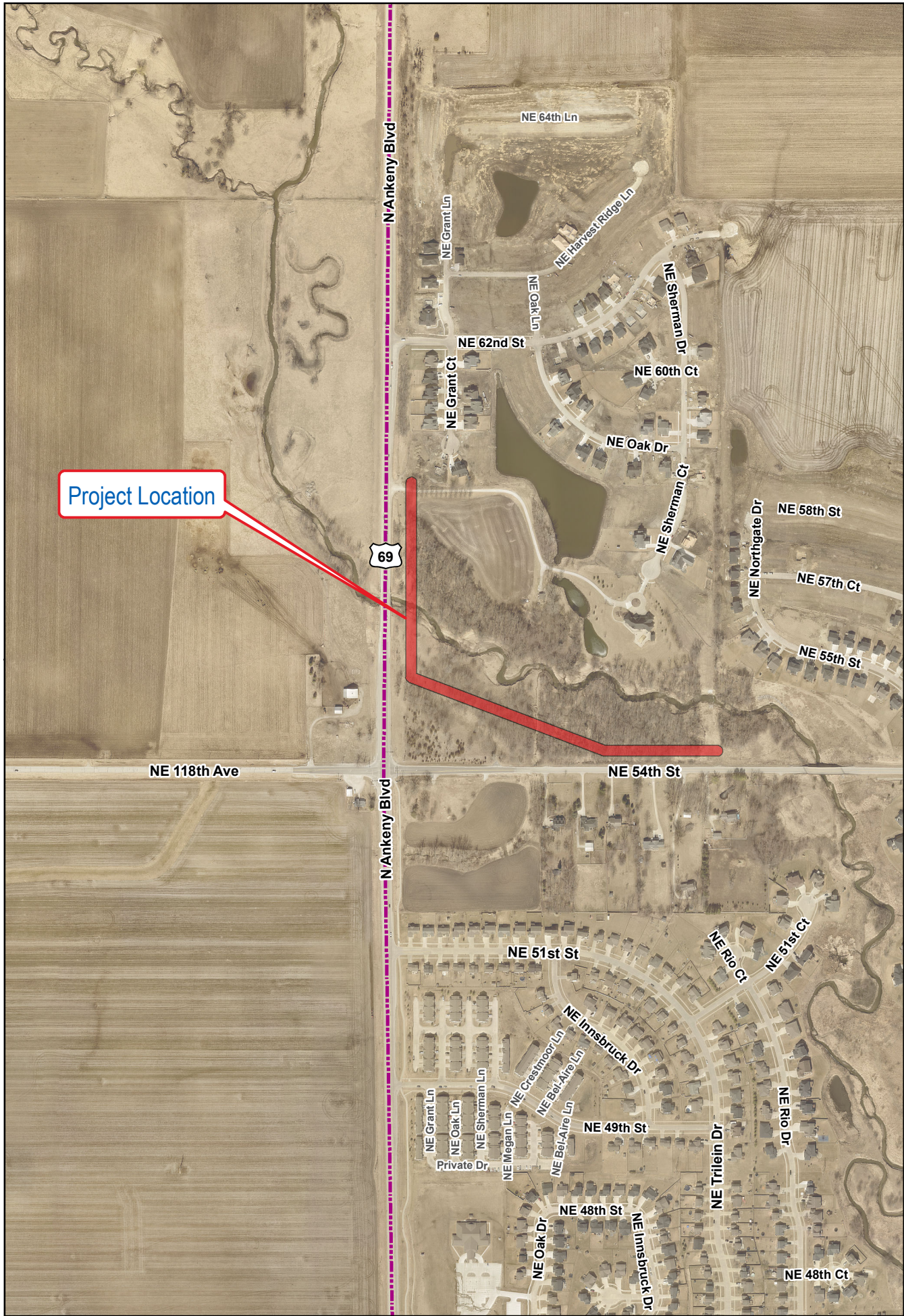
Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



North Four Mile Creek Trunk Sewer



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-26:

Proposed N Ankeny Boulevard & 18th Street Intersection Improvements

EXECUTIVE SUMMARY:

The N Ankeny Boulevard & 18th Street Intersection Improvements will realign the northbound and southbound medians in US 69/ N Ankeny Boulevard to provide better sightlines for left-turning drivers to see on-coming traffic. The median curb will be repaired and new landscaping areas prepared. On each corner of the intersection, pedestrian pushbuttons and ramps will be reconstructed to meet the standards of the Americans with Disabilities Act (ADA), and the traffic signal will be upgraded to modern and low-voltage equipment. Other associated improvements include textured and colored concrete, raised median beds for landscaping, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City of Ankeny will furnish the ATC 48VDC traffic signal cabinet with controller, conflict monitor, and accessories, and LED 48VDC signal modules for installation by the Contractor.

The project is partially funded by Iowa Department of Transportation (DOT) through an Urban-State Traffic Engineering Program (U-STEP) grant, with maximum reimbursement of \$200,000.

The bid opening for the project was held on Tuesday, March 14, 2023. Three (3) bids were received as follows:

1. TK Concrete, Inc., Inc. \$599,670.00
2. All Star Concrete, LLC \$439,624.75
3. Howrey Construction, Inc. \$588,551.76

The engineer's cost opinion for the project was \$443,792.50. The bids ranged from approximately 2% below to 35% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, and with the Iowa DOT. All Star Concrete, LLC has completed projects of similar nature for the City, including S Ankeny Boulevard & Magazine Road Safety Improvements in 2021, and they have the technical experience to undertake this project. It is recommended that the project be awarded to All Star Concrete, LLC of Johnston, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 5, 2023, and will be required to complete the project no later than August 18, 2023. Work zone traffic control will be closely coordinated with the NW 18th Street Reconstruction - Ash Drive to N Ankeny Boulevard.

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. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$443,792.50).
 2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the N Ankeny Boulevard & 18th Street Intersection Improvements.
 3. Receive and file the report of bids received on March 14, 2023.
 4. Approve Resolution, making award of construction contract to All Star Concrete, LLC of Johnston, Iowa.
 5. Approve Resolution, approving contract and bonds with All Star Concrete, LLC in the amount of \$439,624.75.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 6, 2023: Construction of the project was initiated by the City Council, and public hearing was set for March 6, 2023.

February 6, 2023: The agreement with the Iowa DOT through U-STEP was approved by City Council.

March 6, 2023: The City Council confirmed postponement of the public hearing to March 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-26.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

WHEREAS, on the **6th** day of **March**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Ankeny Boulevard and 18th Street Intersection Improvements; and

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

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

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

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



PUBLIC HEARING 2023-26

5:30 P.M.

MARCH 20, 2023

**PROPOSED NORTH ANKENY BOULEVARD & 18TH STREET INTERSECTION
IMPROVEMENTS**

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the North Ankeny Boulevard & 18th Street Intersection Improvements. Notice of this hearing was published in the Des Moines Register on the 3rd day of March, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

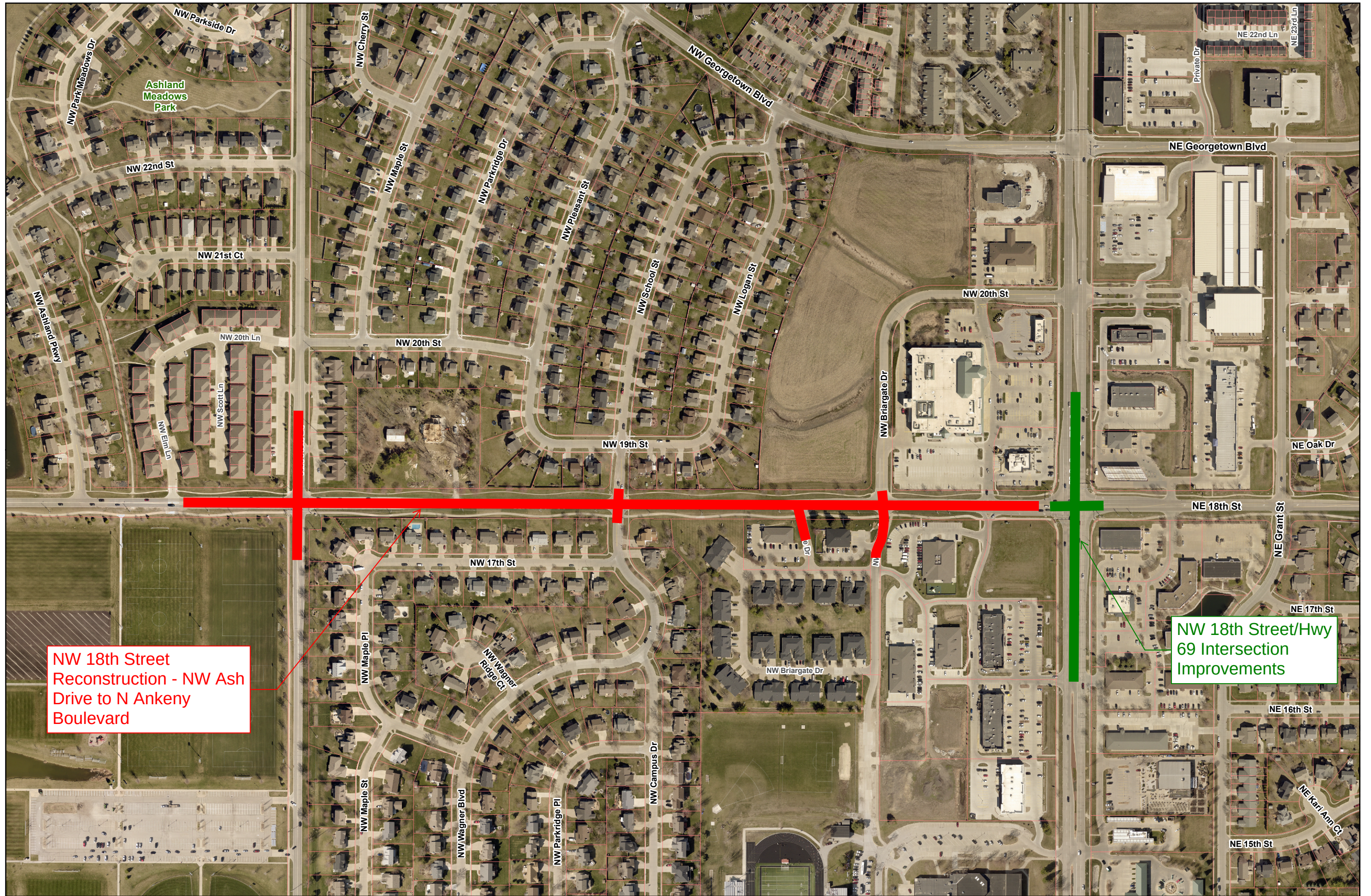
After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-26.

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



NW 18th Street
Reconstruction - NW Ash
Drive to N Ankeny
Boulevard

NW 18th Street/Hwy
69 Intersection
Improvements

TABULATION OF BIDS

North Ankeny Boulevard and 18th Street Intersection Improvements

City of Ankeny

Project No.: 120.0315.01

Bid Date/Time:March 14, 2023 at 10:30 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1		2		3	
						ALL STAR CONCRETE, LLC JOHNSTON, IA		HOWREY CONSTRUCTION, INC. ROCKWELL CITY, IA		TK CONCRETE, INC. PELLA, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.01	Topsoil, Off-site	CY	65	\$ 30.00	\$ 1,950.00	\$ 45.00	\$ 2,925.00	\$ 44.50	\$ 2,892.50	\$ 100.00	\$ 6,500.00
2.02	Excavation, Class 10, Waste	CY	150	\$ 20.00	\$ 3,000.00	\$ 28.00	\$ 4,200.00	\$ 37.25	\$ 5,587.50	\$ 30.00	\$ 4,500.00
2.03	Subgrade Preparation, 6-inch Depth	SY	575	\$ 10.00	\$ 5,750.00	\$ 7.00	\$ 4,025.00	\$ 12.00	\$ 6,900.00	\$ 5.00	\$ 2,875.00
2.04	Subbase, Modified, 6-inch Depth	SY	575	\$ 20.00	\$ 11,500.00	\$ 12.00	\$ 6,900.00	\$ 31.50	\$ 18,112.50	\$ 20.00	\$ 11,500.00
2.05	Removal of Structure, Retaining Wall	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2.06	Removal of Structure, Brick Medians and Irrigation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,800.00	\$ 3,800.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00
2.07	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00	\$ 3,900.00	\$ 3,900.00	\$ 2,500.00	\$ 2,500.00
	WATER MAIN AND APPURTENANCES										
5.0	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	334	\$ 50.00	\$ 16,700.00	\$ 105.00	\$ 35,070.00	\$ 110.25	\$ 36,823.50	\$ 150.00	\$ 50,100.00
5.0	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00	\$ 5,040.00	\$ 5,040.00	\$ 6,725.00	\$ 6,725.00
5.0	Valve Box Extension	EA	6	\$ 500.00	\$ 3,000.00	\$ 642.00	\$ 3,852.00	\$ 675.00	\$ 4,050.00	\$ 900.00	\$ 5,400.00
5.0	12-Inch Ground Box	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 530.00	\$ 3,180.00	\$ 555.50	\$ 3,333.00	\$ 750.00	\$ 4,500.00
	STRUCTURES FOR SANITARY AND STORM										
6.01	Manhole Adjustment, Minor	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 2,000.00	\$ 6,000.00	\$ 3,000.00	\$ 9,000.00	\$ 2,750.00	\$ 8,250.00
	STREETS AND RELATED WORK										
7.01	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	572	\$ 100.00	\$ 57,200.00	\$ 92.00	\$ 52,624.00	\$ 155.00	\$ 88,660.00	\$ 125.00	\$ 71,500.00
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	233	\$ 50.00	\$ 11,650.00	\$ 55.00	\$ 12,815.00	\$ 75.00	\$ 17,475.00	\$ 55.00	\$ 12,815.00
7.03	PCC Beam Curb	LF	508	\$ 35.00	\$ 17,780.00	\$ 48.00	\$ 24,384.00	\$ 90.00	\$ 45,720.00	\$ 50.00	\$ 25,400.00
7.04	Concrete Median, 6-inch Depth, PCC, Colored	SY	52	\$ 110.00	\$ 5,720.00	\$ 150.00	\$ 7,800.00	\$ 295.00	\$ 15,340.00	\$ 250.00	\$ 13,000.00
7.05	Removal of Sidewalk	SY	322	\$ 10.00	\$ 3,220.00	\$ 15.00	\$ 4,830.00	\$ 22.50	\$ 7,245.00	\$ 17.50	\$ 5,635.00
7.06	Sidewalk, PCC, 5-inch Depth	SY	58	\$ 100.00	\$ 5,800.00	\$ 70.00	\$ 4,060.00	\$ 163.00	\$ 9,454.00	\$ 85.00	\$ 4,930.00
7.07	Sidewalk, PCC, 6-inch Depth	SY	80	\$ 100.00	\$ 8,000.00	\$ 80.00	\$ 6,400.00	\$ 230.00	\$ 18,400.00	\$ 95.00	\$ 7,600.00
7.08	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	191	\$ 120.00	\$ 22,920.00	\$ 100.00	\$ 19,100.00	\$ 140.00	\$ 26,740.00	\$ 220.00	\$ 42,020.00
7.09	Sidewalk, PCC, 5-inch Depth, Colored and Textured Concrete	SY	257	\$ 160.00	\$ 41,120.00	\$ 125.00	\$ 32,125.00	\$ 141.25	\$ 36,301.25	\$ 270.00	\$ 69,390.00
7.10	Detectable Warning, Galvanized Steel	SF	144	\$ 65.00	\$ 9,360.00	\$ 60.00	\$ 8,640.00	\$ 55.00	\$ 7,920.00	\$ 60.00	\$ 8,640.00
7.11	Pavement Removal	SY	145	\$ 30.00	\$ 4,350.00	\$ 32.00	\$ 4,640.00	\$ 72.00	\$ 10,440.00	\$ 30.00	\$ 4,350.00
7.12	Curb and Gutter Removal	LF	1018	\$ 20.00	\$ 20,360.00	\$ 14.00	\$ 14,252.00	\$ 15.00	\$ 15,270.00	\$ 15.00	\$ 15,270.00
	TRAFFIC CONTROL										
8.01	Traffic Signal Modifications	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 69,734.00	\$ 69,734.00	\$ 71,000.00	\$ 71,000.00	\$ 90,000.00	\$ 90,000.00
8.02	Painted Pavement Markings, Durable	STA	53.25	\$ 150.00	\$ 7,987.50	\$ 195.00	\$ 10,383.75	\$ 262.50	\$ 13,978.13	\$ 260.00	\$ 13,845.00
8.03	Painted Symbols and Legends	EA	6	\$ 200.00	\$ 1,200.00	\$ 150.00	\$ 900.00	\$ 525.00	\$ 3,150.00	\$ 210.00	\$ 1,260.00
8.04	Pavement Markings Removed	STA	27	\$ 200.00	\$ 5,400.00	\$ 100.00	\$ 2,700.00	\$ 157.50	\$ 4,252.50	\$ 150.00	\$ 4,050.00
8.05	Symbols and Legends Removed	EA	2	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 210.00	\$ 420.00	\$ 400.00	\$ 800.00
8.06	Grooves Cut for Pavement Markings	STA	53.25	\$ 100.00	\$ 5,325.00	\$ 100.00	\$ 5,325.00	\$ 157.50	\$ 8,386.88	\$ 140.00	\$ 7,455.00
8.07	Grooves Cut for Symbols and Legends	EA	6	\$ 250.00	\$ 1,500.00	\$ 150.00	\$ 900.00	\$ 210.00	\$ 1,260.00	\$ 210.00	\$ 1,260.00
8.08	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 12,700.00	\$ 12,700.00	\$ 25,000.00	\$ 25,000.00	\$ 11,500.00	\$ 11,500.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 315.00	\$ 3,150.00	\$ 200.00	\$ 2,000.00
	SITE WORK AND LANDSCAPING										
9.01	Conventional Seeding and Fertilizing, Type 6	AC	0.2	\$ 7,500.00	\$ 1,500.00	\$ 5,000.00	\$ 1,000.00	\$ 5,500.00	\$ 1,100.00	\$ 15,000.00	\$ 3,000.00
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.2	\$ 5,000.00	\$ 1,000.00	\$ 10,000.00	\$ 2,000.00	\$ 11,000.00	\$ 2,200.00	\$ 15,000.00	\$ 3,000.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 55,750.00	\$ 55,750.00	\$ 42,500.00	\$ 42,500.00	\$ 60,000.00	\$ 60,000.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,750.00	\$ 2,750.00
11.3	Remove and Reinstall of Type 'A' Sign	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 670.00	\$ 2,010.00	\$ 850.00	\$ 2,550.00	\$ 950.00	\$ 2,850.00
TOTAL BID:					\$ 443,792.50	\$ 439,624.75		(1) \$ 588,551.76		\$ 599,670.00	
BID SECURITY:						10%		10%		10%	

Notes

1- Total bid price was incorrectly listed as \$588,551.75. Does not affect bid result.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS", and moved:

- ☒ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the North Ankeny Boulevard and 18th Street Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on March 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$439,624.75

Portion of project: All construction work

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

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE NORTH ANKENY BOULEVARD AND
18TH STREET INTERSECTION IMPROVEMENTS

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the North Ankeny Boulevard and 18th Street Intersection Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$439,624.75

Bond surety: _____

Date of bond: _____

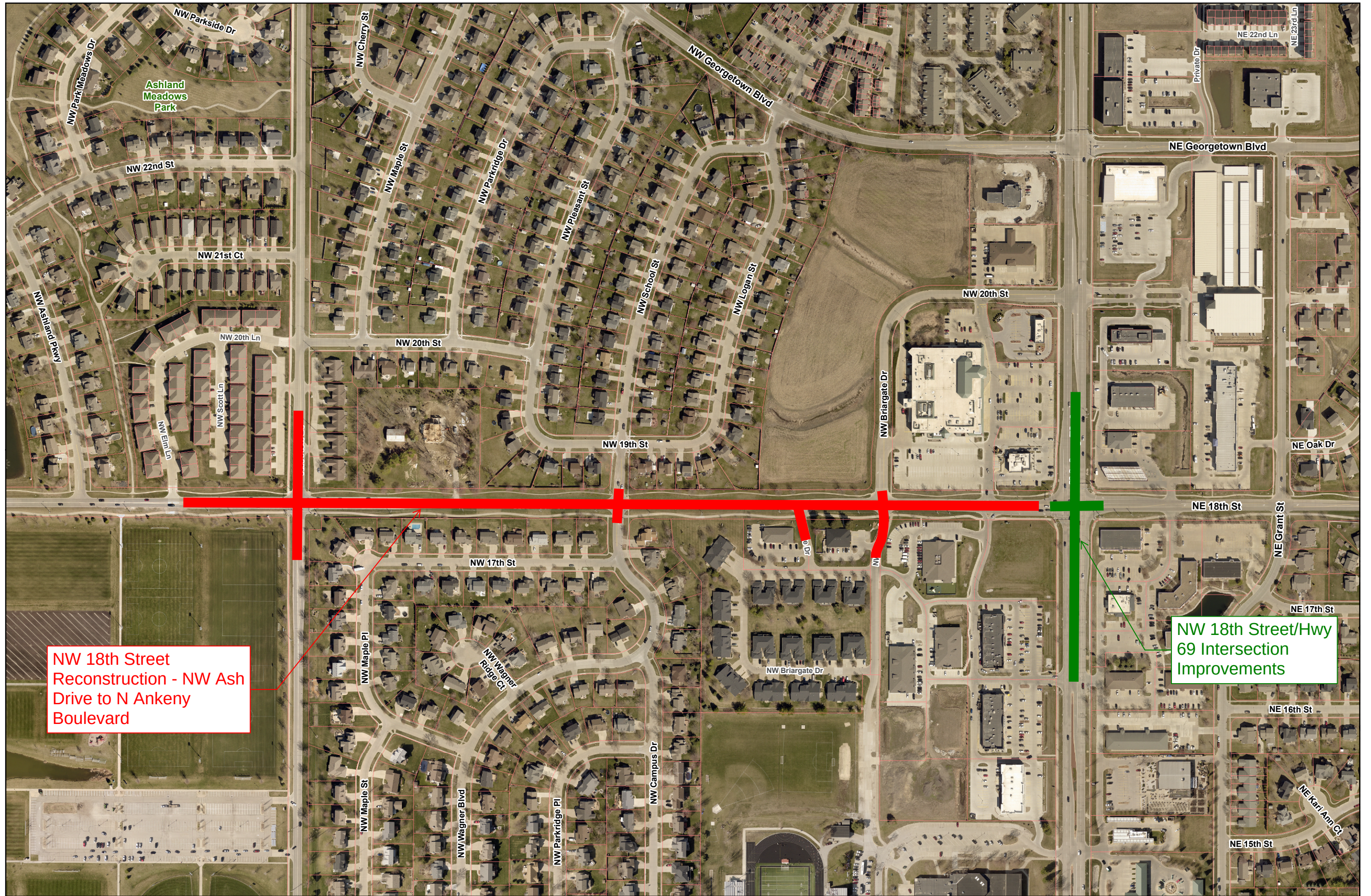
Portion of project: All construction work

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



NW 18th Street
Reconstruction - NW Ash
Drive to N Ankeny
Boulevard

NW 18th Street/Hwy
69 Intersection
Improvements

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of March, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **All Star Concrete, LLC**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

The North Ankeny Boulevard and 18th Street Intersection Improvements include widening the northbound and southbound left turn lanes to provide positive offset turn lanes, and sidewalk and ramp reconstruction of all quadrants of the intersection. Other associated improvements include textured and colored concrete, raised median beds, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City will furnish low voltage ATC traffic signal cabinet with controller, conflict monitor, accessories and riser, and 48V LED modules (not heads) for Contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED TWENTY-FOUR AND 75/100 DOLLARS (\$439,624.75), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **August 18, 2023**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

All Star Concrete, LLC
Contractor

By William P. Harger WILLIAM D. HARGER
Signature

Sr. Project Manager
Title

4989 NW Johnston Drive
Street Address

Johnston, IA 50131
City, State, Zip Code

(515) 224-6394
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 2 1 1 - 5 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

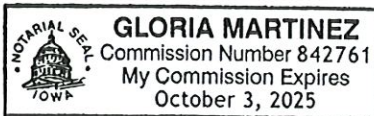
NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 15th day of March, 2023, before me a Notary Public in and for said county, personally appeared William Harger, to me personally known, who being by me duly sworn did say that person is Sr. Project Manager of said All Star Concrete, LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) All Star Concrete, LLC, and that said instrument was signed and sealed on behalf of the said All Star Concrete, LLC, by authority of its managers and the said William Harger acknowledged the execution of said instrument to be the voluntary act and deed of said All Star Concrete, LLC, by it voluntarily executed.



Gloria Martinez
Notary Public in and for the State of Iowa
My commission expires October 3rd, 2025

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, Off-site	CY	65	\$45.00	\$2,925.00
2.02	Excavation, Class 10, Waste	CY	150	\$28.00	\$4,200.00
2.03	Subgrade Preparation, 6-inch Depth	SY	575	\$7.00	\$4,025.00
2.04	Subbase, Modified, 6-inch Depth	SY	575	\$12.00	\$6,900.00
2.05	Removal of Structure, Retaining Wall	LS	1	\$2,500.00	\$2,500.00
2.06	Removal of Structure, Brick Medians and Irrigation	LS	1	\$3,800.00	\$3,800.00
2.07	Compaction Testing	LS	1	\$4,200.00	\$4,200.00
	WATER MAIN AND APPURTENANCES				
5.01	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	334	\$105.00	\$35,070.00
5.02	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	1	\$4,800.00	\$4,800.00
5.03	Valve Box Extension	EA	6	\$642.00	\$3,852.00
5.04	12-Inch Ground Box	EA	6	\$530.00	\$3,180.00
	STRUCTURES FOR SANITARY AND STORM				
6.01	Manhole Adjustment, Minor	EA	3	\$2,000.00	\$6,000.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	572	\$92.00	\$52,624.00
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	233	\$55.00	\$12,815.00
7.03	PCC Beam Curb	LF	508	\$48.00	\$24,384.00
7.04	Concrete Median, 6-inch Depth, PCC, Colored	SY	52	\$150.00	\$7,800.00
7.05	Removal of Sidewalk	SY	322	\$15.00	\$4,830.00
7.06	Sidewalk, PCC, 5-inch Depth	SY	58	\$70.00	\$4,060.00
7.07	Sidewalk, PCC, 6-inch Depth	SY	80	\$80.00	\$6,400.00
7.08	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	191	\$100.00	\$19,100.00

7.09	Sidewalk, PCC, 5-inch Depth, Colored and Textured Concrete	SY	257	\$125.00	\$32,125.00
7.10	Detectable Warning, Galvanized Steel	SF	144	\$60.00	\$8,640.00
7.11	Pavement Removal	SY	145	\$32.00	\$4,640.00
7.12	Curb and Gutter Removal	LF	1,018	\$14.00	\$14,252.00
	TRAFFIC CONTROL				
8.01	Traffic Signal Modifications	LS	1	\$69,734.00	\$69,734.00
8.02	Painted Pavement Markings, Durable	STA	53.25	\$195.00	\$10,383.75
8.03	Painted Symbols and Legends	EA	6	\$150.00	\$900.00
8.04	Pavement Markings Removed	STA	27.00	\$100.00	\$2,700.00
8.05	Symbols and Legends Removed	EA	2	\$200.00	\$400.00
8.06	Grooves Cut for Pavement Markings	STA	53.25	\$100.00	\$5,325.00
8.07	Grooves Cut for Symbols and Legends	EA	6	\$150.00	\$900.00
8.08	Temporary Traffic Control	LS	1	\$12,700.00	\$12,700.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$150.00	\$1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 6	AC	0.2	\$5,000.00	\$1,000.00
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.2	\$10,000.00	\$2,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$55,750.00	\$55,750.00
11.02	Concrete Washout	LS	1	\$1,200.00	\$1,200.00
11.03	Remove and Reinstall of Type 'A' Sign	EA	3	\$670.00	\$2,010.00

TOTAL CONTRACT AMOUNT =

\$ 439,624.75

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, All Star Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED TWENTY-FOUR AND 75/100 DOLLARS DOLLARS (\$439,624.75)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 20th day of March 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

The North Ankeny Boulevard and 18th Street Intersection Improvements include widening the northbound and southbound left turn lanes to provide positive offset turn lanes, and sidewalk and ramp reconstruction of all quadrants of the intersection. Other associated improvements include textured and colored concrete, raised median beds, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City will furnish low voltage ATC traffic signal cabinet with controller, conflict monitor, accessories and riser, and 48V LED modules (not heads) for Contractor installation.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 20th day of March, 2023.

PRINCIPAL:

All Star Concrete, LLC

Contractor

By

Walter D. Morgan

Signature

SR. PROJECT MANAGER

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By

Cindy Bennett

Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

515-223-6800

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

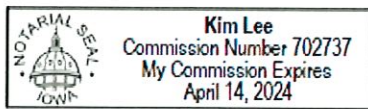
By

Larry Taylor
President



STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of March, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): E-MAIL ADDRESS: stritz@holmesmurphy.com INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMER INS CO INSURER B: Integrity Insurance Company INSURER C: TRAVELERS PROP CAS CO OF AMER INSURER D: INSURER E: INSURER F:	1-800-247-7756 NAIC # 16535 14303 25674
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394		

COVERAGES **CERTIFICATE NUMBER: 68088107** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL01122702	03/13/23	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP1122703	03/13/23	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-5W103055-23-NF	03/13/23	10/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☒ N	N/A	WC1122701	03/13/23	10/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: North Ankeny Boulevard and 18th Street Intersection Improvements

Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

City of Ankeny

1210 Prairie Ridge Drive

Ankeny, IA 50023

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven J. Puhoff

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ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Public Hearing

LEGAL:
No Review Required

SUBJECT:
PH 2023-27: Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023

EXECUTIVE SUMMARY:

The FY 2023 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes.
- Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

FISCAL IMPACT: **Yes**

Overall, the budget amendment includes the use of an additional \$13,894,596 in ending fund balance at June 30, 2023.

CITY MANAGER'S RECOMMENDATIONS:

Recommend proposed amendment of current budget for fiscal year ending June 30, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on March 10, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-27.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2023-27 5:30 P.M. MARCH 20, 2023

AMENDMENT OF CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2023

Mayor:

This is the time and place for a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023 by changing estimates of revenue and expenditure appropriations.

There will be no increase in tax levies to be paid. Any increase in expenditures set out will be met from the increase of non-property tax revenues and cash balances not budgeted or considered in this current budget.

Notice of this hearing was published in the Des Moines Register on the 10th day of March 2023.

Mayor:

"Has any written correspondence been received regarding the proposed amendment?"

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed amendment."

After Staff Report:

"Is there anyone present that wishes to be heard for or against the said amendment?"

Consider **MOTION** to close public hearing 2023-27.

"Further consideration and action of this item will take place under "New Business", agenda item "J" later in the meeting."

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2023 - AMENDMENT # 1

To the Auditor of POLK County, Iowa:

The City Council of ANKENY in said County/Counties met on 03/20/2023 05:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2023-129

A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2023

(AS LAST CERTIFIED OR AMENDED ON 03/21/2022)

Be it Resolved by the Council of City of ANKENY

Section 1. Following notice published/posted 03/10/2023 and the public hearing held 03/20/2023 05:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	45,079,675	0	45,079,675
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	45,079,675	0	45,079,675
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,221,657	-319,515	9,902,142
Other City Taxes	6	3,308,624	596,000	3,904,624
Licenses & Permits	7	2,348,600	-90,100	2,258,500
Use of Money & Property	8	577,257	2,763,473	3,340,730
Intergovernmental	9	12,587,816	913,586	13,501,402
Charges for Service	10	45,133,806	1,042,031	46,175,837
Special Assessments	11	0	277,158	277,158
Miscellaneous	12	4,439,466	1,204,277	5,643,743
Other Financing Sources	13	25,378,885	10,773,566	36,152,451
Transfers In	14	13,968,506	4,056,253	18,024,759
Total Revenues & Other Sources	15	163,044,292	21,216,729	184,261,021
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	27,033,516	1,412,849	28,446,365
Public Works	17	8,164,316	710,619	8,874,935
Health and Social Services	18	0	0	0
Culture and Recreation	19	9,929,033	933,069	10,862,102
Community and Economic Development	20	5,299,936	-31,743	5,268,193
General Government	21	5,335,829	-419,667	4,916,162
Debt Service	22	24,277,332	-71,846	24,205,486
Capital Projects	23	25,152,561	20,592,840	45,745,401
Total Government Activities Expenditures	24	105,192,523	23,126,121	128,318,644
Business Type/Enterprise	25	52,779,898	7,928,951	60,708,849
Total Gov Activities & Business Expenditures	26	157,972,421	31,055,072	189,027,493
Transfers Out	27	13,968,506	4,056,253	18,024,759
Total Expenditures/Transfers Out	28	171,940,927	35,111,325	207,052,252
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,896,635	-13,894,596	-22,791,231
Beginning Fund Balance July 1, 2022	30	125,323,248	24,423,194	149,746,442
Ending Fund Balance June 30, 2023	31	116,426,613	10,528,598	126,955,211

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

03/20/2023

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 March 6, 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, March 6, 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. Representative Zach Nunn provided a brief update on happenings in the district.
2. Greg Edwards and Laura Jass, Catch Des Moines, presented council with an annual report.

APPROVAL OF AGENDA

1. Council Member Shafer moved, Perry seconded, to approve and accept the March 6, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH. Mayor Holm announced the public hearing on the proposed North Ankeny Blvd and 18th St Intersection Improvements is cancelled and rescheduled for March 20, 2023.
2. PH 2023-16. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2136 vacating a public water main easement associated with Park Sight Office Park at Prairie Trail Plat 4 Lots 1, 2, 3 and 4. Notice of this hearing was published in the Des Moines Register on the 24th day of February, 2023.

Don Clark, Municipal Utilities Director, reported that DRA Properties is proposing to vacate part of an existing water main easement across property owned by them and a portion of a lot owned by Veridian Credit Union. Water main has not yet been installed in this easement. A new easement location has been proposed and construction drawings submitted for the new water main location. Engineering staff has reviewed this request and is in support of this vacation request.

Mayor Holm then asked for any public comment regarding the proposed vacation. Hearing no comments, Council Member Shafer moved, Stearns seconded, to close public hearing 2023-16. Ayes: 5.

3. PH 2023-17. 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 Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements. Notice of this hearing was published in the Des Moines Register on the 17th day of February, 2023.

Mark Mueller, Public Works Director, reported the project includes the construction of a reinforced concrete box culvert pedestrian underpass for the Oralabor Gateway Trail under SW State St and the widening of the SW Oralabor Rd and SW State St intersection to provide

dual left turn lanes, 2 thru lanes, and a right turn lane on all legs. A new traffic signal will also be installed at the intersection.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Stearns seconded, to close public hearing 2023-17. Ayes: 5.

4. PH 2023-18. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of the proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan. Notice of this hearing was published in the Des Moines Register on the 17th day of February, 2023.

Derek Lord, Economic Development Director, reported the proposed amendment, which was last amended in 2021, includes the following updates: addition of parking, sidewalk and streetscape improvements on SW Walnut St between SW 3rd St and SW Railroad Dr, on SW Cherry St between SW 3rd St and SW 5th St and new diagonal stalls on SW 3rd St, west of SW Pleasant St. The amendment adds no new land to the urban renewal area and has no effect on the duration of the plan or the area.

Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Ruddy moved, Shafer seconded, to close public hearing 2023-18. Ayes: 5.

5. PH 2023-19. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed maximum property tax dollars for Fiscal Year July 1, 2023 – June 30, 2024. Notice of this hearing was published in the Des Moines Register on the 24th day of February, 2023 and posted on the City's website for public viewing, along with an electronic link to such notice on all of the City's social media accounts.

David Jones, City Manager, reported that Iowa Code Section 384.15A requires that cities must publish and hold a public hearing to outline the maximum property tax dollars requested in the FY 2024 Budget. The notice of public hearing shows the property tax dollars as they appear in the FY 2023 Budget, what the tax levy would be for FY 2024 if the property tax dollars remained the same, and what the FY 2024 Budget proposes in property tax dollars and the corresponding tax levy. Any increase in property taxes in excess of 2% requires a super majority vote of the Council. The notice of public hearing shows the general and police and fire retirement levies. It does not show the aviation authority and debt services levies. The tax levy shown is \$6.75670 of the total \$9.90 in the proposed FY 2024 Budget.

Mayor Holm then asked for any public comment regarding the proposed maximum property tax dollars for Fiscal Year July 1, 2023 – June 30, 2024. Carol Faust, 609 NW Beechwood St, Ankeny spoke in opposition. Council Member Ruddy moved, Stearns seconded, to close public hearing 2023-19. Ayes: 5.

6. PH 2023-20. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$14,000,000 General Obligation Bonds, in order to provide funds to pay the costs of: the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges,

grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems, for essential corporate purposes. Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 384.25 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$14,000,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2023 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2023-20. Ayes: 5

7. PH 2023-21. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds, in order to provide funds to pay the costs of: aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project, for urban renewal purposes. Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Chapters 384 and 403 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$300,000 General Obligation Urban Renewal Bonds (for urban renewal purposes) are being proposed to fund the Uptown Parking Improvements project in the 2023 Capital Improvement Program. The project is located in the 1991 City of Ankeny Urban Renewal Area.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Ruddy moved, Stearns seconded, to close public hearing 2023-21. Ayes: 5

8. PH 2023-22. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, in order to provide funds to pay the costs of: the acquisition, construction, reconstruction, and

improvement of city facilities, including the construction of Fire Station No. 4, for general corporate purposes. Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 384.26 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Fire Station No. 4 project in the 2023 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Perry moved, Stearns seconded, to close public hearing 2023-22. Ayes: 5

9. PH 2023-23. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, in order to provide funds to pay the costs of: the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor, for general corporate purposes. Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 384.26 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program and Prairie Ridge Sports Complex Tennis Courts Overlay projects in the 2023 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Stearns moved, Ruddy seconded, to close public hearing 2023-23. Ayes: 5

10. PH 2023-24. Mayor Holm announced this is the time and place for the public hearing and meeting on the matter of the authorization of lease agreements in the amount of \$13,000 payable from the general fund, in order to provide funds to pay costs of leasing two postage machines for city facilities. Notice of this public hearing was published in the Des Moines Register on the 21st day of February 2023 pursuant to the provisions of Section 364.4 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$13,000 lease agreements are being proposed to fund the replacement of postage equipment at City Hall and the Ankeny Kirkendall Public Library, both payable from the general fund.

Mayor Holm then asked for any public comment regarding the proposed lease issuance. Hearing no comments, Council Member Ruddy moved, Perry seconded, to close public hearing 2023-24. Ayes: 5

APPROVAL OF CONSENT AGENDA

Minutes

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

4. Receive and file minutes of the Library Board of Trustee meeting of January 19, 2023.
5. Receive and file minutes of the Human Rights Commission meeting of November 17, 2022.
6. Receive and file minutes of the Park Board meeting of January 30, 2023.

Licenses and Permits

7. 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

8. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,450.00 with McClure Engineering Company for construction engineering services on the SW State St Reconstruction - Southbound Lanes project.
9. Payment #32, \$6,265.00 to Civil Design Advantage for engineering services on the NW 18th St Extension – NW Weigel Dr to NW Spruce Dr project.
10. Payment #10, \$7,310.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
11. Payment #32, \$16,063.73 to Foth Infrastructure and Environment, LLC for engineering services on the West First St Widening and Improvements - Phase 1 project.
12. Payment #22, \$25,763.36 to FOX Strand, for engineering services on the Ankeny ASR project.
13. Payment #24, \$5,183.49 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
14. Payment #25, \$1,902.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
15. Payment #19, \$14,823.38 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
16. Payment #27, \$3,886.38 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
17. Payment #21, \$3,918.13 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
18. Payment #38, \$2,907.37 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Dr – RISE project.
19. Payment #28, \$2,601.56 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
20. Payment #1, \$6,529.48 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
21. Payment #2, \$13,685.25 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
22. March 6, 2023 Accounts Payable by fund: General 176,503; Fire Gift 300; Hotel Motel Tax 217,620; Road Use Tax 90,507; Water 40,673; Sewer 40,757; Storm Water 4,709; Golf Course 6,962; Enterprise Project 50,765; Revolving 24,906; Risk Management 56,427; Health Insurance 90; BAN/Bond Activity 33,000; Capital Projects 101,307; Payroll Totals 1,282,496; Transfers/ACH (195,665); Agenda Payments approved separately (110,840); Grand Total \$1,820,517.
23. **RESOLUTION 2023-105** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

Personnel

24. Position description for GIS Specialist.

Community Development

25. **RESOLUTION 2023-106** accepting final plat, warranty deed to streets, platted easements, water and sewer connection fees and acquisition plat for Grove Landing Plat 4.
26. **RESOLUTION 2023-107** waiving approval of Weldon Plat 1 final plat.
27. **RESOLUTION 2023-108** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on 1503 N Ankeny Boulevard; and associated with the development of U-Haul Phase 1 & 2 Site Plan.

Engineering

28. **RESOLUTION 2023-109** accepting a proposal from Shekar Engineering, P.L.C. in the amount of \$177,141.61 for the construction of the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
29. **RESOLUTION 2023-110** accepting a proposal from Concrete Connection, LLC in the amount of \$180,000.00 for the construction of the 2023 Pedestrian Ramp Improvements Program - Barclay project.
30. Receive and file the Fiber Optic Network Master Plan dated March 2023 as completed by Olsson.
31. **RESOLUTION 2023-111** accepting maintenance bond for water main, sanitary sewer, and storm sewer in Grove Landing Plat 4.
32. **RESOLUTION 2023-112** accepting maintenance bond for subgrade prep. in Grove Landing Plat 4.
33. **RESOLUTION 2023-113** accepting maintenance bond for concrete paving in Grove Landing Plat 4.

Capital Improvement Projects

34. **RESOLUTION 2023-114** ratifying, confirming, and approving the change in dates for submission of bids and for public hearing on plans, specifications, form of contract and estimate of costs for the N. Ankeny Blvd and 18th St Intersection Improvements. (date of bid opening: 3/14/23 @ 10:30 a.m./date of hrg: 3/20/23 @ 5:30 p.m.)
35. **RESOLUTION 2023-115** ordering construction on the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/28/23 @ 10:30 A.M. / date of hrg: 4/3/23 @ 5:30 P.M.)

Administrative

36. **RESOLUTION 2023-116** authorizing the Ankeny Police Department to submit a Community Betterment Grant Application and accept funds if awarded.
37. Contract for Services between the City of Ankeny and Group Creative Services for design for installation on the new NW Ankeny water tower.
38. **RESOLUTION 2023-117** setting dates of a consultation and a public hearing on proposed Amendment No. 13 to the 1989 Ankeny Economic Development Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 4/3/23 @ 5:30 p.m.)

Approval of Consent Agenda Items

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

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2132.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. Council Member Perry moved, Ruddy seconded, to accept second consideration of Ordinance 2132. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
2. **Ord 2133.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations. Council Member Ruddy moved, Perry seconded, to accept second consideration of Ordinance 2133. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
3. **Ord 2134.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations. Council Member Ruddy moved, Stearns seconded, to accept second consideration of Ordinance 2134. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
4. **Ord 2135.** An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails. Council Member Perry moved, Stearns seconded, to accept second consideration of Ordinance 2135. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer.
5. **Ord 2136.** An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4. (PH 2023-16). Council Member Ruddy moved, Perry seconded, to accept first consideration of Ordinance 2136. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
6. **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 Ruddy moved, Stearns seconded, to accept first consideration of Ordinance 2137. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
7. **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 Stearns moved, Ruddy seconded, to accept first consideration of Ordinance 2138. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
8. **Ord 2139.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Ruddy moved, Stearns seconded, to accept first consideration of Ordinance 2139. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
9. **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 Ruddy moved, Stearns seconded, to accept first consideration of Ordinance 2140. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed Oralabor Gateway Trail - SW State Street Underpass & SW Oralabor Road & SW State Street Intersection Improvements (PH 2023-17) Council Member Perry moved, Ruddy seconded to adopt 1) **RESOLUTION 2023-118** adopting plans, specifications, form of contract and estimate of cost \$4,804,922.50; 2) receive and file report of bids received February 28, 2023; 3) adopt **RESOLUTION 2023-119** making award of construction contract with Absolute Concrete Construction, Inc. in the amount of \$6,369,694.05; and 4) adopt **RESOLUTION 2023-120** approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of \$6,369,694.05. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
2. Proposed Amendment No. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan. (PH 2023-18) Council Member Stearns moved, Ruddy seconded to receive and file the report from the consultation meeting held on February 15, 2023. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer. Council Member Perry moved, Ruddy seconded to adopt

RESOLUTION 2023-121 determining an area of the City to be an 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. 3 to the Amended and Restated 1991 City of Ankeny Urban Renewal Plan. Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.

3. Proposed 2023 Municipal Space Needs Study - Architectural Services Agreement with OPN Architects, Inc. Council Member Stearns moved, Perry seconded to approve an Architectural Services Agreement with OPN Architects, Inc., for architectural services for the 2023 Municipal Space Needs Study in an amount not to exceed \$67,200.00 and authorize the Mayor to execute said agreement. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.
4. Proposed NW State Street Extension Preliminary Design - Professional Services Agreement with Foth Infrastructure and Environment, LLC. Council Member Stearns moved, Perry seconded to approve the Professional Services Agreement with Foth Infrastructure and Environment, LLC., for the preliminary design engineering services for the NW State Street Extension Preliminary Design in an amount not to exceed \$473,400.00 and the Mayor to execute said agreement. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.
5. Proposed NW 36th Street and NW Weigel Drive Asphalt Resurfacing - Professional Services Agreement with Civil Design Advantage Council Member Stearns moved, Ruddy seconded to approve the Professional Services Agreement with Civil Design Advantage for the design engineering and bidding phase services on the NW 36th St and NW Weigel Dr Asphalt Resurfacing project in an amount not to exceed \$218,864.00 and authorize the Mayor to execute said agreement. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. Proposed Fire Station No. 4 Project - Professional Services Agreement with SVPA Architects, Inc. Council Member Stearns moved, Perry seconded to approve a Professional Services Agreement with SVPA Architects, Inc. for design and engineering, bid, and construction phase services associated with the Fire Station No. 4 project in an amount not to exceed \$348,400 and authorize the Mayor to execute said Agreement. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.
7. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024 (PH 2023-19) Council Member Stearns moved, Ruddy seconded to adopt **RESOLUTION 2023-122** approving the maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
8. Proposed Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 Set Public Hearing Date. Council Member Ruddy moved, Perry seconded to set a public hearing on an Amendment of Current City Budget for Fiscal Year July 1, 2022 - June 30, 2023 and direct City Clerk to publish notice of such hearing (date of hrg: 3/20/23 @ 5:30 p.m.). Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
9. Proposed Issuance of Not to Exceed \$14,000,000 General Obligation Bonds (PH 2023-20) Council Member Ruddy moved, Perry seconded to adopt **RESOLUTION 2023-123** instituting proceedings to take additional action for the issuance of not to exceed \$14,000,000 General Obligation Bonds (ECP). Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
10. Proposed Issuance of Not to Exceed \$300,000 General Obligation Urban Renewal Bonds (PH 2023-21) Council Member Perry moved, Ruddy seconded to adopt **RESOLUTION 2023-124** instituting proceedings to take additional action for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds (UR). Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
11. Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds (PH 2023-22) Council Member Ruddy moved, Stearns seconded to adopt **RESOLUTION 2023-125** instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-1). Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
12. Proposed Issuance of Not to Exceed \$700,000 General Obligation Bonds (PH 2023-23) Council Member Ruddy moved, Perry seconded to adopt **RESOLUTION 2023-126** instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds (GCP-2). Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.

13. Proposed Issuance of Not to Exceed \$13,000 Lease Agreements (PH 2023-24) Council Member Perry moved, Stearns seconded to adopt **RESOLUTION 2023-127** instituting proceedings to take additional action for the authorization and issuance of lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City. Ayes: Perry, Stearns, Bentz, Ruddy, Shafer. Council Member Ruddy moved, Stearns seconded to adopt **RESOLUTION 2023-128** authorizing action for lease agreements payable from the general fund in the aggregate principal amount of \$13,000 for personal property for use by the City. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

ADJOURNMENT

1. Meeting adjourned at 6:54 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 3/17/23.



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 February 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 2023-02-21

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 21, 2023

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

CALL TO ORDER

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

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the February 21, 2023 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

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

Item #2. Aspen Ridge Commercial Plat 2 Final Plat

Motion to recommend City Council approval of the Aspen Ridge Commercial Plat 2 Final Plat.

Item #3. 3425 NW State Street - New Horizon Site Plan

Motion to approve the site plan for 3425 NW State Street, subject to recordation of the associated Aspen Ridge Commercial Plat 2 Final Plat.

Item #4. 1302 N Ankeny Boulevard - Northview Stadium Phase 3 Site Plan

Motion to approve the site plan for 1302 N Ankeny Boulevard, Northview Stadium Phase 3, subject to City Council approval of the public storm water management facility maintenance covenant and permanent easement agreement.

Referencing Item #3, R.Weisheit asked whether the right-in/right-out on NW State Street is an appropriate distance from the NW 34th Street and NW 36th Street intersections. E.Carstens responded that NW State Street and NW 36th Street are arterial roadways. Typically, there is 660-feet for full access from an intersection and generally one-half the distance for right-in/right-outs. There was a traffic study completed and the city's Traffic Engineer has reviewed it. The traffic study includes projected future development with anticipated traffic in this area.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #4. Second by T.Ripper. All voted aye. Motion carried 5– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

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

Director's Report

E.Jensen presented the tentative agenda items for the March 7, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

March 6, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Second by R.Weisheit. Meeting adjourned at 6:40 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 February 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:

Click to download
 Civil Service minutes

Meeting Minutes
Civil Service Commission
Monday, February 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 – present

1. MOTION TO APPROVE THE MINUTES OF 01-09-23.

Luetje moved to approve the minutes from January 9, 2023. Tracy seconded the motion. All voted aye and the motion carried

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

Tracy moved to certify the list of applicants eligible for appointment to Equipment Operator in the public works 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	Albright	James
2	Irwin	Tracy
3	Kelling	Kristopher
3	Werner	Thomas
5	Aldinger	Justin
5	Nelson	Cutter
7	Heglin	Dustin
7	Peterson	Michael
9	Rhone	Blayden
10	Fry	Thomas
10	Wennerstrum	Brian
12	Gress	Corey
13	Brannen	Harry
13	Farlow	Jacob
13	Kinchelow	Erik

16	Docker	Andrew
17	Rinner	Matthew
18	Martin	Robert

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

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

RANK	LAST NAME	FIRST NAME
1	Drahos	Joseph
2	Davis	Erienne
2	Green	Tyler
4	Segura	Freddy
5	Thapa	Saroj

4. MOTION TO EXHAUST THE CERTIFIED LIST FOR POLICE OFFICER DATED 01-09-23.

Luetje moved to exhaust the lists for police officer certified 01/09/23). Tracy seconded the motion. All voted aye and the motion carried.

5. MOTION TO APPROVE THE REVISIONS TO THE CITY OF ANKENY CIVIL SERVICE RULES AND REGULATIONS AND THE CIVIL SERVICE CERTIFICATION PROCEDURES FOR ENTRY AND PROMOTION

Tracy moved to approve the revisions to the City of Ankeny Civil Service Rules and Regulations and the Civil Service Certification Procedures for entry and promotion. Blase seconded the motion. All voted aye and the motion carried.

6. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:07 p.m.
Next meeting: tentative Monday, March 13, 2023, at 12:00 pm

Respectfully submitted,

Dawn Gean

Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

No Review Required

SUBJECT:

Consider motion to approve the solid waste permits for April 1, 2023– March 31, 2024.

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 111, "Collection of Solid Waste," the following licensees have submitted applications, which have met all requirements and are now being presented to the City Council for approval.

Copies of license applications are available for review in the Office of the City Clerk.

1. Midwest Solid Waste, Inc., d/b/a Ankeny Sanitation, Inc., 7002 SE Delaware Avenue, Ankeny, Iowa (renewal)

2. Aspen Waste Systems, Inc. d/b/a Aspen Waste Systems of Iowa, Inc., 1800 E. Euclid Avenue, Des Moines, Iowa (renewal) (pending additional paperwork)

3. *Eichinger Brothers, LLC, d/b/a Garbage Guys, 52160 320th St., Slater, Iowa (renewal)*
4. *Waste Management of Iowa, Inc., 201 SE 18th Street, Des Moines, Iowa (renewal- **pending additional paperwork**)*
5. *Waste Connections of Iowa, 4705 NE 22nd St., Des Moines, Iowa (renewal)*
6. *Chamness Technology, Inc., d/b/a Green-R-U, 2255 Little Wall Lake Road, Blairsburg, IA 50034 (renewal)*
7. *Midwest Bins, LLC, d/b/a Bin There Dump That, 1380 Country Club Blvd., Clive, IA 50325 (renewal)*

FISCAL IMPACT: Yes

Each licensee pays the annual license fee of \$200.00 to the City of Ankeny, in accordance with Section 111.07 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of solid waste permits.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 and/or beer / wine permits in the City of Ankeny.

EXECUTIVE SUMMARY:

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

1. Tokyo Huan Inc., d/b/a Tokyo Steakhouse, 113 SE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) - Effective April 2, 2023. PENDING DRAM ENDORSEMENT
2. I B Cooking, LLC, d/b/a Yanni's Grill & Vineyard, 410 S Ankeny Blvd - Class C Retail Alcohol License (LC) (NEW LLC) includes Catering - Tentatively Effective March 21, 2023.

3. City of Ankeny, d/b/a Hawkeye Park Concession Stand, 504 W 1st St. - Special Class C Retail Alcohol License (BW) (Renewal) includes Outdoor Service (Renewal) - Effective April 9, 2023.
4. HRG Project, LLC, d/b/a Carmen's Flowers, 516 SW 3rd St. Special Class B Retail Native Wine License (WBN) (NEW) - Effective April 6, 2023.
5. Prairie Trail Sports Complex, LLC, d/b/a Prairie Trail Sports Complex, 2250 SW Vintage Parkway - Special Class C Retail Alcohol License (BW) (NEW) - Tentatively Effective March 21, 2023.
PENDING DRAM ENDORSEMENT

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 Financial Reports for February 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Finance Report

Monthly Finance Report – February 2023

To the Honorable Mayor and City Council:

The financial reports for the month of February are submitted herewith. The February reports are presented using the original fiscal year 2023 budget figures; however, the City Council will adopt the amended budget for fiscal year 2023 on March 20, 2023. Therefore, starting with the March reports, the revised budget figures will be used to make the actual versus budget comparisons. The amended budget filing occurs at least once annually and is usually done in concurrence with the adoption of the budget for the next fiscal year. The amended budget includes a thorough review of all of the City's activities and services and a complete re-estimate of the year's needs and expectations even though tax collections cannot be changed. Some of the major changes in amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

February is also the middle stretch between the first installment of property tax receipts and the second installment of property tax receipts. This is most evident through the current level of general fund cash. On the *Cash Balance Summary* report, you can find that general fund cash has now fallen to \$29,182,017 with another month-and-a-half before the next installment of property taxes is to be received. This fluctuation in the cash level of the general fund is one of the primary reasons that minimum levels are set for fund balances and why this measurement is important to Moody's Investors Service and to City management. Also of interest on the *Cash Balance Summary* report are the cash balances for the tax increment financing fund and the debt service fund. These cash balances have now accumulated to \$7,588,448 and \$7,431,805, respectively. The cash balance in these two funds will continue to climb until the tax increment rebates in June for the tax increment financing fund and the next debt service payments in June for the debt service fund.

Despite these seasonal and timing fluctuations, cash levels remain adequate and are sufficient to meet the current level of activity. In addition, revenue and expenditure levels appear to be appropriate with no major changes or fluctuations occurring in February. Monitoring these levels to ensure results consistent with expectations and to ensure legal budgetary compliance will be an essential task over the next several months.

Respectfully submitted,



Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
February 28, 2023

Cash Basis Fund Balances	<u><u>\$ 151,386,719.85</u></u>
Investments	\$ 146,484,113.13
Checking Account Balance (per bank)	5,511,494.95
Deposits in Transit	124,405.25
Outstanding Checks	(736,743.48)
Cash Drawer/Petty Cash *	<u>3,450.00</u>
Total	<u><u>\$ 151,386,719.85</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 - Pickleball	25.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u>\$ 3,450.00</u>

City of Ankeny
Cash Balance Summary
February 28, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 28, 2023
General:							
General	100	\$ 31,251,979.48	\$ 25,688,338.24	\$ -	\$ 26,490,433.12	\$ 1,267,867.90	\$ 29,182,016.70
Hotel/Motel Tax	233	385,264.07	2,000.00	1,267,867.90	845,950.74	-	809,181.23
Special Revenue:							
Fire Gift	220	26,892.11	5,350.00	-	-	-	32,242.11
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	6,245,181.14	-	4,684,493.79	-	10,812,926.62
Police Seizure	270	81,991.30	10,045.06	-	4,700.15	-	87,336.21
Tax Increment Financing	280	2,163,403.63	5,539,051.80	-	114,007.00	-	7,588,448.43
Police and Fire Retirement	290	1,728,233.79	1,359,855.62	-	1,740,027.08	-	1,348,062.33
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	23,125.03	-	37,197.26	-	74,917.24
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	1,360.00	-	-	-	9,334.39
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	8,040,109.46	-	2,443,830.01	-	7,431,805.24
Enterprise:							
Solid Waste	500	151,467.58	888,892.33	-	833,080.63	-	207,279.28
Utility Deposits	505	384,519.27	135,148.58	-	114,650.00	-	405,017.85
Water Operations	510	13,689,957.56	13,755,989.75	-	8,523,228.08	1,035,994.48	17,886,724.75
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	1,035,994.48	252,030.03	-	2,181,485.43
Sewer Operations	550	12,719,358.74	11,570,968.73	-	6,431,787.28	-	17,858,540.19
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	2,354,823.53	-	677,022.73	-	3,494,773.92
Golf Course	590	1,276,186.59	1,377,507.42	-	1,251,127.36	-	1,402,566.65
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	877,217.54	209,821.65	9,052,350.22	209,821.65	8,211,320.33
Special Assessments	8**	-	277,157.71	-	-	-	277,157.71
Capital Projects	8** & 9**	46,145,091.04	625,113.28	2,767,590.16	24,702,932.95	2,767,590.16	22,067,271.37
Total Budgeted		\$ 149,746,442.10	\$ 78,851,861.07	\$ 5,281,274.19	\$ 88,220,076.86	\$ 5,281,274.19	\$ 140,378,226.31
Internal Service:							
Revolving	710	562,248.98	923,215.81	-	1,016,202.24	-	469,262.55
Risk Management	720	1,188,947.62	1,508,703.07	-	1,400,965.91	-	1,296,684.78
Health Insurance	730	6,489,229.42	3,444,792.19	-	3,297,805.43	-	6,636,216.18
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	3,000.00	-	-	-	267,465.16
Equipment Reserve	790	2,420,889.69	54,770.22	-	165,293.10	-	2,310,366.81
Total Unbudgeted		\$ 10,954,278.93	\$ 5,934,481.29	\$ -	\$ 5,880,266.68	\$ -	\$ 11,008,493.54
Total ⁽¹⁾		\$ 160,700,721.03	\$ 84,786,342.36	\$ 5,281,274.19	\$ 94,100,343.54	\$ 5,281,274.19	\$ 151,386,719.85

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
February 28, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 28, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 347,420.73	\$ -	\$ 1,041,802.79
Northwest Water Tower	611	-	-	-	404,250.00	-	(404,250.00)
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	-	2,483.41	-	(8,133.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	263,963.17	-	(385,072.96)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	4,108,168.53	-	1,420,818.73
S Ankeny Blvd Transmission Main	633	-	192,630.80	-	200,136.05	-	(7,505.25)
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	-	-	71,008.20	-	77,265.88
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	342,850.93	-	413,362.99
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	382,684.83	-	(8,674.60)
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>\$ 209,821.65</u>	<u>\$ 9,052,350.22</u>	<u>\$ 209,821.65</u>	<u>\$ 8,211,320.33</u>

City of Ankeny
Capital Projects Cash Balance Summary
February 28, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance February 28, 2023
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ 4,841,990.15	\$ -	\$ -	\$ 4,408,783.58	\$ -	433,206.57
Des Moines Street Parks Development	897	466,610.90	-	-	349,293.44	-	117,317.46
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	50,000.00	-	60,000.00
BAN/Bond Activity	900	2,244,865.44	184,031.24	-	45,080.77	-	2,383,815.91
Fire Station No. 4	901	150,000.00	-	-	243,581.40	-	(93,581.40)
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	100,300.00	-	37,579.18	-	429,663.35
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)	-	-	30,181.26	-	(46,458.15)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	45,857.05	-	9,902.00
Pavement Preservation Program	915	378,502.36	-	-	367,305.28	-	11,197.08
Annual Street Replacement Program	916	1,714,065.54	-	-	1,300,369.08	-	413,696.46
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	-	-	36,475.81	-	448,385.40
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	751,617.97	-	(53,645.69)
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	-	-	312,917.81	-	(191,750.36)
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	-	-	144,219.17	-	35,780.83
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	1,850.00	1,194,198.36	-	961,864.08
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	-	-	1,206,598.27	-	269,005.12
Traffic Signalization	965	1,660,935.53	-	-	995,662.10	-	665,273.43
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	-	-	104,590.00	-	(29,590.00)
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	-	-	2,337,610.65	-	(296,020.92)
Park Development	973	462,806.61	2,700.00	-	395,713.11	-	69,793.50
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	26,860.00	-	153,140.00
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	-	-	564,651.91	-	4,260.56
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	24,842.51	-	(99,039.17)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,823,600.00	-	(2,378,132.59)
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	-	-	136,786.88	-	(33,581.26)
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	-	-	82,822.28
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	-	-	2,885,131.96	-	1,217,559.53
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	-	-	89,056.50	-	(12,997.10)
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	-	-	233,054.23	-	43,739.90
Total Non Utility Fund Capital Projects		<u>\$ 46,145,091.04</u>	<u>\$ 625,113.28</u>	<u>\$ 2,767,590.16</u>	<u>\$ 24,702,932.95</u>	<u>\$ 2,767,590.16</u>	<u>\$ 22,067,271.37</u>

City of Ankeny
Revenue Summary by Fund
February 28, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of February 28, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 40,956,624.00	\$ 25,688,338.24	\$ (15,268,285.76)	62.72%
Hotel/Motel Tax	233	29,539.15	2,664.51	500.00	2,000.00	1,500.00	400.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	17,000.00	5,350.00	(11,650.00)	31.47%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	10,000.00	2,710.00	(7,290.00)	27.10%
Police Gift	250	2,961.83	4,209.82	1,000.00	3,850.00	2,850.00	385.00%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,602,706.00	6,245,181.14	(2,357,524.86)	72.60%
Police Seizure	270	2,328.21	12,434.91	6,100.00	10,045.06	3,945.06	164.67%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	10,226,657.00	5,539,051.80	(4,687,605.20)	54.16%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,536,511.00	1,359,855.62	(1,176,655.38)	53.61%
Landfill Post-Closure	295	377.33	124.62	100.00	-	(100.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	30,100.00	23,125.03	(6,974.97)	76.83%
Park Dedication	440	55,953.65	30,723.29	600.00	24,982.48	24,382.48	4163.75%
Sports Complex Foundation	445	16,356.91	15,875.92	10,100.00	8,555.00	(1,545.00)	84.70%
Ankeny Garden Club	446	1,453.29	1,449.54	1,380.00	1,360.00	(20.00)	98.55%
Miracle Park Fund	448	3,891.76	10,853.15	5,000.00	6,613.47	1,613.47	132.27%
Dog Park Trust Fund	449	14.18	333.93	-	741.00	741.00	
P&R Scholarship Fund	450	-	-	-	27,173.90	27,173.90	
Civic Trust Fund	484	3,959,313.31	186,464.14	-	-	-	
Debt Service	300	30,929,861.99	29,364,984.36	15,014,022.00	8,040,109.46	(6,973,912.54)	53.55%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,352,100.00	888,892.33	(463,207.67)	65.74%
Utility Deposits	505	190,560.45	201,802.31	250,000.00	135,148.58	(114,851.42)	54.06%
Water Operations	510	17,689,723.18	18,128,905.67	19,262,238.00	13,755,989.75	(5,506,248.25)	71.41%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	18,881,394.17	17,758,873.85	16,865,436.00	11,570,968.73	(5,294,467.27)	68.61%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,225,761.70	3,413,386.00	3,468,869.00	2,354,823.53	(1,114,045.47)	67.88%
Golf Course	590	1,808,498.72	2,224,378.94	1,800,000.00	1,377,507.42	(422,492.58)	76.53%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	13,868,885.00	877,217.54	(12,991,667.46)	6.33%
Special Assessments	8**	30,128.00	-	-	277,157.71	277,157.71	
Capital Projects	9**	18,139,504.75	25,146,661.48	14,789,858.00	625,113.28	(14,164,744.72)	4.23%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 149,075,786.00	\$ 78,851,861.07	\$ (70,223,924.93)	52.89%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,460,196.00	\$ 923,215.81	\$ (536,980.19)	63.23%
Risk Management	720	1,850,530.80	1,280,848.03	1,244,000.00	1,508,703.07	264,703.07	121.28%
Health Insurance	730	4,695,875.26	4,805,782.88	4,975,000.00	3,444,792.19	(1,530,207.81)	69.24%
Sustainability Revolving Loan	770	2,199.67	1,370.00	619.00	-	(619.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,200.00	3,000.00	(2,200.00)	57.69%
Equipment Reserve	790	159,888.30	135,059.94	208,476.00	54,770.22	(153,705.78)	26.27%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 7,893,491.00	\$ 5,934,481.29	\$ (1,959,009.71)	75.18%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 156,969,277.00	\$ 84,786,342.36	\$ (72,182,934.64)	54.01%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ February is 66.7% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
February 28, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of February 28, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 41,972,911.00	\$ 26,490,433.12	\$ (15,482,477.88)	63.11%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	935,461.00	845,950.74	(89,510.26)	90.43%
Special Revenue:							
Fire Gift	220	-	280	14,000.00	-	(14,000.00)	0.00%
Hawkeye Park Player Fees	240	-	-	35,980.00	17,234.00	(18,746.00)	47.90%
Police Gift	250	4,548.95	-	1,000.00	3,674.43	2,674.43	367.44%
Road Use Tax	260	6,185,703.15	6,309,244.00	7,494,861.00	4,684,493.79	(2,810,367.21)	62.50%
Police Seizure	270	423.75	9,710.60	11,375.00	4,700.15	(6,674.85)	41.32%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,627,046.00	114,007.00	(2,513,039.00)	4.34%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,628,996.00	1,740,027.08	(888,968.92)	66.19%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	30,000.00	37,197.26	7,197.26	123.99%
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	-	-	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,277,332.00	2,443,830.01	(21,833,501.99)	10.07%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,333,512.00	833,080.63	(500,431.37)	62.47%
Utility Deposits	505	171,585.00	155,535.00	172,000.00	114,650.00	(57,350.00)	66.66%
Water Operations	510	10,867,811.78	13,866,790.86	13,338,383.00	8,523,228.08	(4,815,154.92)	63.90%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,642,926.00	252,030.03	(1,390,895.97)	15.34%
Sewer Operations	550	15,682,283.02	9,250,821.92	13,942,990.00	6,431,787.28	(7,511,202.72)	46.13%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,084,877.00	677,022.73	(407,854.27)	62.41%
Golf Course	590	1,491,559.00	1,755,171.77	2,103,226.00	1,251,127.36	(852,098.64)	59.49%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	19,161,984.00	9,052,350.22	(10,109,633.78)	47.24%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	25,152,561.00	24,702,932.95	(449,628.05)	98.21%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 157,972,421.00	\$ 88,220,076.86	\$ (69,752,344.14)	55.85%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,460,196.00	\$ 1,016,202.24	\$ (443,993.76)	69.59%
Risk Management	720	1,754,405.96	1,250,301.56	1,244,000.00	1,400,965.91	156,965.91	112.62%
Health Insurance	730	3,879,564.17	4,771,845.17	5,344,000.00	3,297,805.43	(2,046,194.57)	61.71%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	1,265,000.00	165,293.10	(1,099,706.90)	13.07%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,313,196.00	\$ 5,880,266.68	\$ (3,432,929.32)	63.14%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 167,285,617.00	\$ 94,100,343.54	\$ (73,185,273.46)	56.25%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ February is 66.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
February 28, 2023

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of February 28, 2023	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 14,623,042	\$ (12,722,054)	53.48%
Ag Land Tax	13,090	12,960	13,000	9,001	(3,999)	69.24%
Airport Authority Levy	580,365	621,186	651,931	348,659	(303,272)	53.48%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 14,980,702	\$ (13,029,325)	53.48%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,370,000	\$ 1,648,704	\$ 278,704	120.34%
Mobile Home Tax	15,970	16,026	15,300	11,652	(3,648)	76.16%
Utility Replacement Tax	162,311	188,001	204,479	100,150	(104,329)	48.98%
Utility Franchise Tax	1,359,440	1,600,494	1,337,000	1,283,626	(53,374)	96.01%
Cable TV Franchise Tax	256,414	250,135	256,000	169,005	(86,995)	66.02%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,182,779	\$ 3,213,137	\$ 30,358	100.95%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 61,000	\$ 42,763	\$ (18,237)	70.10%
Cigarette Permits	4,500	6,050	5,000	775	(4,225)	15.50%
Solicitor Licenses	7,345	8,870	7,000	4,395	(2,605)	62.79%
Miscellaneous Business Licenses	9,795	9,050	7,000	1,645	(5,355)	23.50%
Garbage Licenses	1,200	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	44,039	41,450	29,000	26,964	(2,036)	92.98%
Fire Permits	8,885	5,113	4,000	2,850	(1,150)	71.25%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	9,710	(4,290)	69.36%
Building Permits	2,333,174	2,069,033	1,665,000	1,183,041	(481,959)	71.05%
Electrical Permits	192,981	173,295	141,000	105,371	(35,629)	74.73%
Heating Permits	128,679	122,470	95,000	81,312	(13,688)	85.59%
Plumbing Permits	149,211	128,084	120,000	94,466	(25,534)	78.72%
Driveway Permits	22,985	16,680	15,000	6,540	(8,460)	43.60%
Sidewalk Permits	23,685	16,005	14,000	6,615	(7,385)	47.25%
Moving/Demolition Permits	450	325	200	75	(125)	37.50%
Fence & Oversize Permits	115,325	87,087	69,000	56,575	(12,425)	81.99%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,247,600	\$ 1,623,097	\$ (624,503)	72.21%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 125,000	\$ 1,352,414	\$ 1,227,414	1081.93%
Commissions	414	19,015	6,800	345	(6,455)	5.07%
Advertising	1,550	-	-	-	-	
Leases	46,525	43,632	44,039	38,926	(5,113)	88.39%
Community Centers Rental	39,777	81,268	67,000	54,801	(12,200)	81.79%
Park Shelter Rentals	18,985	24,861	18,000	10,983	(7,018)	61.01%
Sports Complex Rentals	96,612	123,567	77,000	66,955	(10,046)	86.95%
Aquatic Center Rentals	28,136	34,357	30,000	585	(29,415)	1.95%
Miscellaneous Rentals	3,628	27,584	8,000	55,385	47,385	692.31%
Subtotal	\$ 602,810	\$ 568,595	\$ 375,839	\$ 1,580,392	\$ 1,204,553	420.50%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 400,000	\$ 210,058	\$ (189,942)	52.51%
School/Police Agreements	195,678	145,066	138,393	75,312	(63,081)	54.42%
County Library Contribution	135,316	150,776	156,644	138,963	(17,681)	88.71%
Other Local Contributions	31,958	42,900	59,000	54,040	(4,960)	91.59%
State:						
Commercial & Industrial Replacement	640,447	664,092	531,615	265,337	(266,278)	49.91%
Library Contribution	23,723	31,060	31,060	28,987	(2,073)	93.33%
Miscellaneous Grants	-	18,208	-	-	-	
Federal:						
Public Safety Grants	1,807,313	174,663	40,000	48,082	8,082	120.20%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,356,712	\$ 820,779	\$ (535,933)	60.50%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 5,990	\$ (3,010)	66.56%
Fire/Ambulance Reports	205	140	200	50	(150)	25.00%
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	1,650,954	(1,131,983)	59.32%
Fingerprinting	5,013	14,175	15,000	7,762	(7,238)	51.75%
Towing Surcharge	2,290	1,920	2,000	1,680	(320)	84.00%
Plan Review Fees	17,075	40,435	15,000	19,800	4,800	132.00%
Parks and Recreation:						
Admissions	248,738	590,141	460,000	354,031	(105,969)	76.96%
Season Passes	383,366	476,049	438,000	73,268	(364,733)	16.73%
Special Population	3,867	1,851	-	-	-	
Special Programs	62,776	154,535	142,000	92,250	(49,750)	64.96%
Rec Programs - Tax Exempt	298,889	515,901	401,000	288,244	(112,756)	71.88%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of February 28, 2023	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	98,960	125,497	110,000	8,221	(101,779)	7.47%
Dog Park Passes	39,026	33,604	37,000	16,313	(20,687)	44.09%
Housing and Subdivision:						
Housing Code	54,505	101,200	70,000	64,794	(5,206)	92.56%
Plan Review Fees	396,464	508,062	285,000	268,951	(16,049)	94.37%
Site Plan Review	12,030	18,300	13,000	9,000	(4,000)	69.23%
Zoning	7,990	6,380	4,000	4,505	505	112.63%
Subdivision Filing Fees	14,220	14,640	11,000	5,040	(5,960)	45.82%
Board of Adjustment Fees	4,920	3,120	2,000	2,940	940	147.00%
Architect Review Board Fees	4,910	6,305	4,000	2,825	(1,175)	70.63%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	365,944	171,415	(194,529)	46.84%
Animal Impound Fees	752	3,680	7,000	1,540	(5,460)	22.00%
Copy Charges	4,712	8,890	8,000	6,734	(1,266)	84.17%
Miscellaneous Service Charges	13,645	11,700	9,000	6,848	(2,152)	76.09%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,195,081	\$ 3,064,979	\$ (2,130,102)	59.00%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 20	\$ 20	
Sales/Salvages	6,470	1,897	400	6,290	5,890	1572.58%
Concessions	140,472	288,637	219,000	151,466	(67,534)	69.16%
Contributions-Private Sources	-	-	-	6,200	6,200	
Program Sponsorships	13,750	25,172	16,000	20,113	4,113	125.70%
Refunds/Rebates	3,851	14,592	-	1,692	1,692	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	93,664	(159,522)	36.99%
Roadway Signage Reimb	797	6,625	-	14,975	14,975	
Police OT Reimb	3,361	18,229	14,000	11,516	(2,484)	82.26%
Court Fines	56,131	49,968	56,000	60,844	4,844	108.65%
Library Fines	19,374	20,924	20,000	12,370	(7,630)	61.85%
Miscellaneous Library Revenues	7,808	7,846	6,000	3,952	(2,048)	65.86%
Miscellaneous Revenues	110,363	20,529	4,000	21,582	17,582	539.54%
Overages/Shortages	971	2,045	-	568	568	
Subtotal	\$ 574,481	\$ 697,625	\$ 588,586	\$ 405,251	\$ (183,335)	68.85%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 40,956,624	\$ 25,688,338	\$ (15,268,286)	62.72%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 500	\$ -	\$ (500)	0.00%
Refunds/Reimbursements	27,718	2,000	-	2,000	2,000	
Fund Total	\$ 29,539	\$ 2,665	\$ 500	\$ 2,000	\$ 1,500	400.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,587,706	\$ 6,240,719	\$ (2,346,987)	72.67%
Interest	34,286	12,651	10,000	-	(10,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	1,079	1,079	
Refunds	-	600	-	3,383	3,383	
Signage Reimbursement	-	-	5,000	-	(5,000)	0.00%
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,602,706	\$ 6,245,181	\$ (2,357,525)	72.60%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,149,927	\$ 5,040,195	\$ (4,109,732)	55.08%
TIF District Urban Renewal II	259,026	364,061	501,359	286,674	(214,685)	57.18%
TIF District Urban Renewal III	376,097	389,846	570,371	212,183	(358,188)	37.20%
Use of Money and Property:						
Interest	18,857	8,043	5,000	-	(5,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 10,226,657	\$ 5,539,052	\$ (4,687,605)	54.16%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 1,307,103	\$ (1,137,082)	53.48%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	1,018	18	101.76%
Utility Replacement Tax	14,399	16,678	17,851	8,743	(9,108)	48.98%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,411	23,154	(23,257)	49.89%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	13,542	(12,522)	51.96%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,536,511	\$ 1,359,856	\$ (1,176,655)	53.61%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 7,847,502	\$ (6,777,961)	53.66%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	5,649	(2,351)	70.61%
Utility Replacement Tax	85,082	97,033	98,994	48,486	(50,508)	48.98%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of February 28, 2023	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	277,565	138,473	(139,092)	49.89%
Use of Money and Property:						
Interest	13,654	3,241	4,000	-	(4,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,014,022	\$ 8,040,109	\$ (6,973,913)	53.55%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,334,000	875,483	(458,517)	65.63%
Service Charges	18,479	19,030	18,000	13,409	(4,591)	74.50%
Interest	835	168	100	-	(100)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,352,100	\$ 888,892	\$ (463,208)	65.74%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	6,895	\$ (4,105)	62.68%
Sales Tax	501	(151)	-	30	30	
Excise Tax	854,186	904,784	1,032,000	703,668	(328,332)	68.18%
Cell Tower Lease	104,105	83,008	80,818	45,291	(35,527)	56.04%
Outside Billing	25,040	20,263	22,000	10,475	(11,525)	47.61%
Water Sales	12,019,100	12,712,319	13,708,086	10,093,779	(3,614,307)	73.63%
Hook Up Fees	708,238	329,793	200,000	130,038	(69,962)	65.02%
Meter Sales	568,996	477,374	625,000	267,295	(357,705)	42.77%
Temporary Water Sales	118,620	85,620	93,000	48,260	(44,740)	51.89%
Water Availability	3,131,602	3,344,757	3,389,334	2,343,651	(1,045,683)	69.15%
Service Charges	118,893	136,937	97,000	93,016	(3,984)	95.89%
Unapplied Credits	9,362	14,782	-	8,802	8,802	
Deposits	190,560	201,802	250,000	135,149	(114,851)	54.06%
Interest	11,503	4,750	4,000	-	(4,000)	0.00%
Miscellaneous	12,125	2,879	-	4,790	4,790	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 19,512,238	\$ 13,891,138	\$ (5,621,100)	71.19%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 236,000	\$ 178,071	\$ (57,929)	75.45%
Refunds	1,704	-	-	53	53	
Miscellaneous	-	-	-	2,780	2,780	
Miscellaneous Service Charge	71,340	63,344	70,000	40,927	(29,073)	58.47%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Usage	10,842,210	9,943,470	10,083,985	6,923,503	(3,160,482)	68.66%
Hook Up Fees	1,163,433	1,110,017	400,000	196,356	(203,644)	49.09%
Sewer Availability	6,527,031	6,385,182	6,071,451	4,227,279	(1,844,172)	69.63%
Interest	7,008	13,006	4,000	2,000	(2,000)	50.00%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,865,436	\$ 11,570,969	\$ (5,294,467)	68.61%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 101,000	\$ 57,570	\$ (43,430)	57.00%
Interest	7,493	3,373	2,000	-	(2,000)	0.00%
Sales Tax	56,134	61,672	69,000	43,632	(25,368)	63.24%
Service Charges	3,031,004	3,245,895	3,296,869	2,246,338	(1,050,531)	68.14%
Miscellaneous	-	826	-	7,283	7,283	
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,468,869	\$ 2,354,824	\$ (1,114,045)	67.88%
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	24,000	20,066	(3,934)	83.61%
Gift Certificates	5,161	9,425	-	(9)	(9)	
Driving Range	198,423	183,347	149,000	105,837	(43,163)	71.03%
Rec Program Fees	22,296	25,074	22,000	(328)	(22,328)	-1.49%
Overages (Shortages)	(394)	(37)	-	(627)	(627)	
Food and Beverage Sales	134,467	242,698	194,000	182,774	(11,226)	94.21%
Clubhouse and Banquet Rental	25,162	30,610	34,000	19,899	(14,101)	58.53%
Alcoholic Beverage Sales	204,177	286,436	203,000	194,584	(8,416)	95.85%
Season Passes	97,094	114,336	80,000	2,549	(77,451)	3.19%
Greens Fees	567,382	662,097	531,000	427,136	(103,864)	80.44%
Merchandise Sales	103,715	115,259	112,000	80,462	(31,538)	71.84%
Cart Rental	341,504	398,453	329,000	260,290	(68,710)	79.12%
Equipment Rental	1,258	2,877	3,000	2,034	(967)	67.78%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	32,000	22,891	(9,109)	71.53%
Miscellaneous Revenue	58,305	84,767	83,000	58,663	(24,337)	70.68%
Interest	2,245	1,366	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 1,800,000	\$ 1,377,507	\$ (422,493)	76.53%
Total - Major Operating Funds	\$ 131,367,670	\$ 133,572,517	\$ 120,335,663	\$ 76,957,867	\$ (43,377,796)	63.95%

⁽¹⁾ February is 66.7% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
February 28, 2023

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 2,000	\$ 17,996	\$ 15,996	900%	\$ 1,772,643	\$ 1,234,702	\$ (537,941)	70%
Police Operations	1112	250,393	201,153	(49,240)	80%	7,363,552	4,555,238	(2,808,314)	62%
Police Support Services	1114	43,000	28,236	(14,764)	66%	2,576,960	1,752,047	(824,913)	68%
Crossing Guards	1119	-	-	-	N/A	101,681	60,457	(41,225)	59%
Emergency Preparedness	1140	-	-	-	N/A	62,641	21,524	(41,117)	34%
Fire Support	1141	419,200	237,307	(181,893)	57%	1,247,472	863,481	(383,991)	69%
Fire Suppression	1142	1,000	3,410	2,410	341%	3,417,680	2,237,531	(1,180,149)	65%
Emergency Medical Services	1144	2,783,937	1,650,954	(1,132,983)	59%	5,766,669	3,724,479	(2,042,190)	65%
Code Enforcement	1460	2,417,200	1,819,644	(597,556)	75%	2,046,847	1,352,463	(694,384)	66%
Animal Control	2224	7,000	1,540	(5,460)	22%	22,000	22,020	20	100%
Subtotal		\$ 5,923,730	\$ 3,960,240	\$ (1,963,490)	67%	\$ 24,378,145	\$ 15,823,943	\$ (8,554,202)	65%
Culture & Recreation:									
Library	2331	\$ 231,404	\$ 245,468	\$ 14,064	106%	\$ 2,648,283	\$ 1,685,250	\$ (963,033)	64%
Park Administration	2440	60,000	27,296	(32,705)	45%	334,963	228,123	(106,840)	68%
Park Maintenance	2441	-	162	162	N/A	1,781,914	1,123,086	(658,828)	63%
Recreation Programs	2442	498,000	344,724	(153,276)	69%	886,897	630,248	(256,649)	71%
Community Centers	2443	145,000	157,411	12,411	109%	502,732	330,099	(172,633)	66%
Aquatic Centers	2444	1,189,000	525,052	(663,949)	44%	1,555,605	988,868	(566,737)	64%
Prairie Ridge Sports Complex	2445	354,920	189,683	(165,237)	53%	1,122,732	651,282	(471,450)	58%
Hawkeye Concessions	2446	62,500	34,403	(28,098)	55%	82,866	37,592	(45,274)	45%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,540,824	\$ 1,524,197	\$ (1,016,627)	60%	\$ 8,916,592	\$ 5,674,548	\$ (3,242,044)	64%
Public Works:									
Airport Authority	3548	\$ 669,371	\$ 357,438	\$ (311,933)	53%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Subtotal		\$ 669,371	\$ 357,438	\$ (311,933)	53%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 64,925	\$ 6,925	112%	\$ 1,021,654	\$ 664,834	\$ (356,820)	65%
Housing Authority	3648	-	-	-	N/A	33,454	28,454	(5,000)	85%
Economic Development	4886	-	-	-	N/A	375,642	229,716	(145,926)	61%
Community Development	4887	36,000	25,410	(10,590)	71%	1,242,140	740,098	(502,042)	60%
Subtotal		\$ 94,000	\$ 90,335	\$ (3,665)	96%	\$ 2,672,890	\$ 1,663,102	\$ (1,009,788)	62%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 497,909	\$ 287,861	\$ (210,048)	58%
Mayor and City Council	4881	-	-	-	N/A	557,071	163,607	(393,464)	29%
Human Resources	4882	-	-	-	N/A	491,425	326,663	(164,762)	66%
City Manager	4883	-	315	315	N/A	1,157,618	659,049	(498,569)	57%
City Clerk	4884	110,400	76,693	(33,707)	69%	508,533	294,389	(214,144)	58%
Finance	4885	31,252,355	19,499,835	(11,752,520)	62%	570,659	367,835	(202,824)	64%
Information Technology	4889	365,944	179,286	(186,658)	49%	1,463,777	847,783	(615,994)	58%
City Hall Building	4891	-	-	-	N/A	88,837	46,926	(41,911)	53%
Subtotal		\$ 31,728,699	\$ 19,756,128	\$ (11,972,571)	62%	\$ 5,335,829	\$ 2,994,112	\$ (2,341,717)	56%
Total General Fund		\$ 40,956,624	\$ 25,688,338	\$ (15,268,286)	63%	\$ 41,972,911	\$ 26,490,433	\$ (15,482,478)	63%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 500	\$ 2,000	\$ 1,500	400%	\$ 935,461	\$ 845,951	\$ (89,510)	90%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 704,000	\$ 439,641	\$ (264,359)	62%
Roadway Administration	3261	8,602,706	6,245,181	(2,357,525)	73%	1,874,802	1,177,152	(697,650)	63%
Roadway Maintenance	3262	-	-	-	N/A	2,537,425	1,772,581	(764,844)	70%
Snow and Ice Control	3263	-	-	-	N/A	1,025,628	454,943	(570,685)	44%
Traffic Safety	3265	-	-	-	N/A	1,353,006	840,178	(512,828)	62%
Total Road Use Tax Fund		\$ 8,602,706	\$ 6,245,181	\$ (2,357,525)	73%	\$ 7,494,861	\$ 4,684,494	\$ (2,810,367)	63%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Tax Increment Financing									
Community and Economic Development	4280	\$ 10,226,657	\$ 5,539,052	\$ (4,687,605)	54%	\$ 2,627,046	\$ 114,007	\$ (2,513,039)	4%
Police and Fire Retirement									
Public Safety:	4290	\$ 2,536,511	\$ 1,359,856	\$ (1,176,655)	54%	\$ 2,628,996	\$ 1,740,027	\$ (888,969)	66%
Debt Service									
Debt Service:	4300	\$ 15,014,022	\$ 8,040,109	\$ (6,973,913)	54%	\$ 24,277,332	\$ 2,443,830	\$ (21,833,502)	10%
Solid Waste									
Enterprise:	3500	\$ 1,352,100	\$ 888,892	\$ (463,208)	66%	\$ 1,333,512	\$ 833,081	\$ (500,431)	62%
Water									
Enterprise:									
Utility Deposits	3505	\$ 250,000	\$ 135,149	\$ (114,851)	54%	\$ 172,000	\$ 114,650	\$ (57,350)	67%
Water Administration	3510	19,262,238	13,755,990	(5,506,248)	71%	10,905,431	6,941,037	(3,964,394)	64%
Water Maintenance	3512	-	-	-	N/A	2,432,952	1,582,191	(850,761)	65%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	1,642,926	252,030	(1,390,896)	15%
Total Water Fund		\$ 19,512,238	\$ 13,891,138	\$ (5,621,100)	71%	\$ 15,153,309	\$ 8,889,908	\$ (6,263,401)	59%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 16,865,436	\$ 11,570,969	\$ (5,294,467)	69%	\$ 12,614,160	\$ 5,654,618	\$ (6,959,542)	45%
Wastewater Operations	3552	-	-	-	N/A	1,328,830	777,169	(551,661)	58%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		\$ 16,865,436	\$ 11,570,969	\$ (5,294,467)	69%	\$ 13,942,990	\$ 6,431,787	\$ (7,511,203)	46%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 3,468,869	\$ 2,354,824	\$ (1,114,045)	68%	\$ 873,126	\$ 576,508	\$ (296,618)	66%
Street Cleaning	3584	-	-	-	N/A	211,751	100,514	(111,237)	47%
Total Storm Water Fund		\$ 3,468,869	\$ 2,354,824	\$ (1,114,045)	68%	\$ 1,084,877	\$ 677,023	\$ (407,854)	62%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 1,000	\$ 1,172	\$ 172	117%	\$ 740,161	\$ 418,386	\$ (321,775)	57%
Golf Course Pro Shop	2592	1,268,000	903,258	(364,742)	71%	662,813	406,038	(256,775)	61%
Golf Course Banquet Services	2595	531,000	473,077	(57,923)	89%	700,252	426,704	(273,548)	61%
Total Golf Course Fund		\$ 1,800,000	\$ 1,377,507	\$ (422,493)	77%	\$ 2,103,226	\$ 1,251,127	\$ (852,099)	59%
Total		\$ 120,335,663	\$ 76,957,867	\$ (43,377,796)	64%	\$ 113,554,521	\$ 54,401,668	\$ (59,152,853)	48%

**City of Ankeny
Investment Schedule
February 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance February 28, 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)	237.77	-	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)	-	-	2,918,782.56
	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
Subtotal								\$ 51,000,000.00	\$ 126,664.85	\$ (385,095.47)	\$ 122,810.41	\$ 19,034,231.20	\$ 31,624,616.70
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	-	-	-	-	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
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	3.100%	N/A	N/A	MM	14,955,123.56	-	-	181,568.34	5,000,000.00	9,955,123.56
39246-101	IPAIT	MM	Money market	4.277%	N/A	N/A	MM	19,455,722.56	-	-	308,053.80	-	19,455,722.56
	Farmers State Bank	MM	Money market	4.330%	N/A	N/A	MM	24,578,133.71	-	-	495,179.56	-	24,578,133.71
Subtotal								\$ 158,794,059.85	\$ 30,250.37	\$ (462,331.35)	\$ 1,281,226.37	\$ 48,921,853.88	\$ 109,359,496.43
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
February 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance February 28, 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								\$ 216,294,059.85	\$ 156,915.22	\$ (847,426.82)	\$ 1,406,036.78	\$ 68,956,085.08	\$ 146,484,113.13
<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								24,578,133.71	-	-	495,179.56	-	24,578,133.71
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	-	-	3,000,000.00
Great Southern Bank								-	-	-	-	-	-
IPAIT								59,590,722.56	2,306.54	(137,376.76)	489,640.03	21,997,623.24	37,455,722.56
Lincoln Savings Bank								24,955,123.56	-	-	198,738.02	8,000,000.00	16,955,123.56
Northwest Bank								3,000,000.00	-	-	9,000.00	3,000,000.00	-
RBC Wealth Management								61,765,400.01	130,679.12	(494,534.26)	189,625.34	25,965,581.83	35,274,919.54
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								\$ 216,294,059.85	\$ 156,915.22	\$ (847,426.82)	\$ 1,406,036.78	\$ 68,956,085.08	\$ 146,484,113.13
<u>Totals by Type</u>													
CD								\$ 69,500,000.00	\$ -	\$ -	\$ 76,483.46	\$ 25,000,000.00	\$ 44,500,000.00
Commercial paper								21,670,080.02	-	-	54,637.77	10,945,630.01	10,724,450.01
Money market								58,988,979.83	-	-	984,801.70	5,000,000.00	53,988,979.83
T-Bill								7,000,000.00	-	(141,478.35)	-	-	6,858,521.65
T-Note								59,135,000.00	156,915.22	(705,948.47)	290,113.85	28,010,455.07	30,412,161.64
								\$ 216,294,059.85	\$ 156,915.22	\$ (847,426.82)	\$ 1,406,036.78	\$ 68,956,085.08	\$ 146,484,113.13



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 February 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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 February 2023 Building Permit Report

City of Ankeny
Building Permit Report
Month of February 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	February-23		February-22		1/1/2023-2/28/2023		1/1/2022-2/28/2022		7/1/2022-2/28/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	21	\$6,486,316	38	\$10,910,941	31	\$9,658,023	77	\$21,856,587	212	\$72,048,476
New Single Family Attached/Duplex	38	\$9,522,191	27	\$6,066,771	48	\$11,723,626	39	\$9,047,360	235	\$55,387,967
New Multi - Family	1	\$7,270,821	0	\$0	1	\$7,270,821	1	\$750,000	49	\$37,888,304
Total New Residential Permits	60	\$23,279,328	65	\$16,977,712	80	\$28,652,470	117	\$31,653,947	496	\$165,324,747
Additions/Alterations/Other (1)	33	\$617,211	39	\$392,332	75	\$1,516,608	87	\$1,290,175	486	\$7,222,654
Total New Dwelling Units	110		65		130		116		672	
NON-RESIDENTIAL										
New Commercial	3	\$7,789,138	1	\$125,000	5	\$14,309,138	1	\$125,000	18	\$92,347,222
COM Additions/Alterations/Other	14	\$2,597,114	12	\$3,196,169	19	\$3,632,114	17	\$5,041,278	64	\$11,381,062
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	1	\$70,000	0	\$0	1	\$70,000	0	\$0	1	\$70,000
SCH Additions/Alterations/Other	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Total Non Residential Permits	18	\$10,456,252	13	\$3,321,169	26	\$18,028,252	18	\$5,166,278	86	\$104,170,084
MISC PERMITS (2)	32	\$67,816	34	\$68,749	63	\$161,750	58	\$174,580	496	\$638,444
TOTALS	143	\$34,420,607	151	\$20,759,962	244	\$48,359,080	280	\$38,284,980	1564	\$277,355,929

(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 February 2023

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	2/8/2023	\$266,393	23-0279-NEW	4422 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/8/2023	\$242,992	23-0284-NEW	4418 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/8/2023	\$310,922	23-0335-NEW	2517 NW Woodbury Dr	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	2/13/2023	\$452,742	23-0244-NEW	1606 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	2/16/2023	\$359,579	23-0577-NEW	1415 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/16/2023	\$299,469	23-0578-NEW	1411 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/16/2023	\$254,424	23-0593-NEW	2610 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/16/2023	\$254,424	23-0595-NEW	2609 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/16/2023	\$252,884	23-0596-NEW	2613 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/16/2023	\$213,944	23-0597-NEW	2614 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/17/2023	\$494,303	23-0240-NEW	1201 NW Benjamin Dr	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	2/21/2023	\$299,469	23-0685-NEW	1407 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/21/2023	\$328,190	23-0687-NEW	4411 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/21/2023	\$312,477	23-0689-NEW	4402 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/22/2023	\$286,175	23-0686-NEW	4415 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	2/24/2023	\$276,099	23-0616-NEW	401 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/24/2023	\$298,704	23-0617-NEW	313 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/24/2023	\$325,168	23-0619-NEW	306 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/24/2023	\$331,638	23-0629-NEW	405 NE Country Meadow Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	2/27/2023	\$268,507	23-0752-NEW	1303 NW Driftwood Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	2/28/2023	\$357,814	23-0589-NEW	4709 NW 10th St	Construction Professionals LLC	Construction Professionals LLC
Single Family Attached	New Building	2/3/2023	\$262,714	23-0444-NEW	4217 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/3/2023	\$262,714	23-0443-NEW	4221 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/3/2023	\$262,714	23-0442-NEW	4225 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/3/2023	\$262,714	23-0441-NEW	4229 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/3/2023	\$262,714	23-0440-NEW	4233 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/3/2023	\$262,563	23-0267-NEW	4237 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$241,829	23-0365-NEW	4427 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$241,829	23-0364-NEW	4431 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$241,829	23-0363-NEW	4435 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$241,829	23-0362-NEW	4439 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$241,829	23-0361-NEW	4443 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$241,829	23-0270-NEW	4447 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$262,714	23-0268-NEW	4304 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$262,714	23-0481-NEW	4308 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$262,714	23-0482-NEW	4312 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$262,714	23-0483-NEW	4316 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$262,714	23-0484-NEW	4320 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/7/2023	\$262,714	23-0485-NEW	4324 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2023	\$241,829	23-0530-NEW	4403 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2023	\$241,829	23-0529-NEW	4407 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2023	\$241,829	23-0528-NEW	4411 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC

Single Family Attached	New Building	2/10/2023	\$241,829	23-0527-NEW	4415 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2023	\$241,829	23-0526-NEW	4419 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/10/2023	\$241,829	23-0269-NEW	4423 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/15/2023	\$262,384	23-0513-NEW	2125 NW 43rd St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/15/2023	\$262,384	23-0514-NEW	2129 NW 43rd St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/21/2023	\$262,384	23-0488-NEW	4402 NW Sharmin Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/21/2023	\$262,384	23-0489-NEW	4406 NW Sharmin Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/21/2023	\$241,829	23-0706-NEW	1643 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/21/2023	\$241,829	23-0705-NEW	1647 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/21/2023	\$241,829	23-0704-NEW	1651 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/21/2023	\$241,829	23-0583-NEW	1655 NE Crossing Oaks Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/27/2023	\$241,829	23-0580-NEW	4428 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/27/2023	\$241,829	23-0675-NEW	4432 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/27/2023	\$241,829	23-0676-NEW	4436 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/27/2023	\$241,829	23-0677-NEW	4440 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/27/2023	\$241,829	23-0678-NEW	4444 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	2/27/2023	\$241,829	23-0679-NEW	4448 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Multi-Family (51 Units)	New Building	2/8/2023	\$7,270,821	23-0429-NEW	1205 SW Merchant St	JCorp Inc	JCorp Inc
Single Family Detached	Building Alteration	2/1/2023	\$4,000	23-0383-ALT	706 NE Canterbury Dr	Christopher Schinckel	Iowa Concrete Cutting
Single Family Detached	Building Alteration	2/1/2023	\$10,672	23-0384-ALT	2919 SW Glenbrooke Blvd	Brady Smith	Brady Smith
Single Family Detached	Building Alteration	2/2/2023	\$25,636	23-0304-ALT	902 NE 15th St	Michelle Heim	Michelle Heim
Single Family Detached	Building Alteration	2/6/2023	\$20,602	22-8024-ALT	3517 NW 14th St	Ballman Construction	Ballman Construction
Single Family Detached	Building Alteration	2/6/2023	\$13,224	22-8036-ALT	3806 SW Stonehaven Ln	Zach Kreider	Zach Kreider
Single Family Detached	Solar	2/8/2023	\$38,537	23-0234-SOL	707 NE Deerfield Dr	Dexton Lybbert	Skyline Solar
Single Family Attached	Building Alteration	2/8/2023	\$25,729	23-0271-ALT	2108 SW 17th St	Schwind Construction	Schwind Construction
Single Family Detached	Building Alteration	2/8/2023	\$1,500	23-0508-ALT	5010 NE Rio Dr	T & E Construction Inc	T & E Construction Inc
Single Family Detached	Building Alteration	2/9/2023	\$13,920	23-0212-ALT	5202 NW 7th St	HomeWorx	HomeWorx Inc.
Single Family Detached	Building Alteration	2/9/2023	\$15,312	23-0520-ALT	4210 NW Linwood Dr	Ledgewood Builders LLC	Ledgewood Builders LLC
Single Family Detached	Building Alteration	2/10/2023	\$18,560	23-0495-ALT	3207 NW 25th St	Jim Nolan	Jim Nolan
Single Family Attached	Building Alteration	2/13/2023	\$15,544	23-0421-ALT	2208 NW Bayberry Ln	Ultimate Construction Services	Ultimate Construction Services
Single Family Detached	Building Alteration	2/13/2023	\$19,442	23-0510-ALT	2405 NW Reinhart Dr	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Alteration	2/14/2023	\$4,000	23-0603-ALT	701 NE Canterbury Dr	BAM Basements	BAM Basements
Single Family Detached	Solar	2/14/2023	\$47,453	23-0606-SOL	901 SE Judy Dr	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	2/15/2023	\$15,428	23-0581-ALT	2408 NW Rockcrest Ct	Creative Building Ventures Inc	Creative Building Ventures Inc
Single Family Detached	Building Alteration	2/15/2023	\$28,304	23-0639-ALT	4704 NE Hillcrest Ct	Kent Penquite	Kent Penquite
Single Family Detached	Porch	2/16/2023	\$6,720	23-0287-PRCH	2906 NE Huntington Ln	Better Builders	Better Builders
Single Family Attached	Building Alteration	2/16/2023	\$12,000	23-0664-ALT	4202 NW 13th St	Carley Nicholas	Carley Nicholas
Single Family Detached	Building Alteration	2/17/2023	\$23,386	23-0137-ALT	1601 NW Rockcrest Rd	Megan Wrage	Megan Wrage
Single Family Detached	Pergola	2/17/2023	\$29,000	23-0669-PERG	2713 NW 38th Ln	Paramount Pergolas	Paramount Pergolas
Single Family Detached	Solar	2/20/2023	\$35,192	23-0625-SOL	3113 NW 30th St	SunPro Solar	ADT Solar LLC
Single Family Detached	Building Addition	2/23/2023	\$133,989	23-0133-ADD	607 NW Jackson Dr	Oliver Keeling	Oliver J Keeling
Single Family Detached	Building Alteration	2/28/2023	\$15,080	23-0334-ALT	606 NE Whitetail Dr	DH Remodel & Construction	Dallas Hoover
Single Family Detached	Building Alteration	2/28/2023	\$14,523	23-0700-ALT	1606 NW Seasons Dr	James Downs Jesse	James Downs Jesse
Single Family Detached	Building Alteration	2/28/2023	\$11,670	23-0824-ALT	4220 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Shed	2/2/2023	\$1,600	23-0332-SHD	902 NE 15th St	Michelle Heim	Michelle Heim

Single Family Detached	Shed	2/8/2023	\$4,800	23-0509-SHD	310 SW Elm St	Andrew Prindle	Andrew Prindle
Single Family Detached	Shed	2/10/2023	\$3,840	23-0543-SHD	1209 NE Stone Valley Cir	Balashaitis Jonathan	Spring Valley Sheds LLC
Single Family Detached	Shed	2/14/2023	\$1,200	22-8037-SHD	3815 NW Applewood Ct	Steve Kinney	Steve Kinney
Single Family Detached	Deck	2/16/2023	\$3,384	23-0518-DECK	613 NW Boulder Brook Dr	Better Builders	Better Builders
Single Family Detached	Deck	2/20/2023	\$756	23-0662-DECK	2502 NW 17th St	Integrity Builders & Remodelers	Integrity Builders & Remodelers
Single Family Detached	Deck	2/20/2023	\$2,208	23-0730-DECK	602 NW Crestview Ct	T & E Construction Inc	T & E Construction Inc
Mixed Use	New Building	2/7/2023	\$4,180,293	22-6140-NEW	1535 SW Market St	DRA Properties	DRA Properties LLC
Other (Sport Facility)	New Building	2/8/2023	\$3,582,195	22-7824-NEW	2222 SW Vintage Pkwy	DRA Properties	DRA Properties LLC
Storage	New Building	2/17/2023	\$26,650	23-0590-NEW	3606 NE Otterview Cir	Home Boy Enterprises Ltd	Home Boy Enterprises Ltd
School	Footing/Found	2/24/2023	\$70,000	23-0659-FND	2006 S Ankeny Blvd Bldg 14	Ryan McGreger	Ryan McGreger
Retail	Building Alteration	2/2/2023	\$290,000	23-0179-ALT	1510 S Ankeny Blvd Ste 102	Weston Companies, LLC	Weston Companies, LLC
Manufacturing	Building Alteration	2/3/2023	\$963,000	22-7857-ALT	7305 SE Crosswinds Dr Unit 100	Estes Construction	Estes Construction
Restaurant	Building Alteration	2/7/2023	\$225,000	22-8071-ALT	1465 SW Park Square Dr	DRA Properties	DRA Properties LLC
Retail	Building Alteration	2/8/2023	\$42,774	23-0312-ALT	260 NW 36th St Ste 101	Meyn Josh	Kimberley Development Corp
Restaurant	Building Alteration	2/10/2023	\$73,850	23-0241-ALT	1875 N Ankeny Blvd Ste 104	DRA Properties	DRA Properties LLC
Restaurant	Building Alteration	2/10/2023	\$60,000	23-0472-ALT	2410 SW White Birch Dr Ste 100	DRA Properties	DRA Properties LLC
Mixed Use	Building Alteration	2/14/2023	\$59,250	23-0183-ALT	1345 SW Park Square Dr Ste 208	DRA Properties	DRA Properties LLC
Office	Building Alteration	2/14/2023	\$108,760	23-0242-ALT	1345 SW Park Square Dr Ste 206	DRA Properties	DRA Properties, LC
Storage	Building Alteration	2/14/2023	\$10,000	23-0308-ALT	704 SW Des Moines St	Anton J Olson	Anton J Olson
Office	Building Alteration	2/17/2023	\$304,570	23-0252-ALT	1201 SW State St Ste 101	Integrity Construction	Integrity Construction
Retail	Building Addition	2/21/2023	\$150,000	22-8034-ADD	1509 N Ankeny Blvd	Joe Larson	Joe Larson
Storage	Building Alteration	2/21/2023	\$108,000	23-0609-ALT	5950 SE Delaware Ave	Ryan Companies	Ryan Companies
Mixed Use	Building Alteration	2/24/2023	\$130,000	23-0211-ALT	1510 S Ankeny Blvd Ste 101	Imprint Architects	Bryan Pham
Office	Building Alteration	2/28/2023	\$71,910	23-0787-ALT	2825 S Ankeny Blvd Ste 104	DRA Properties	DRA Properties LLC
Single Family Detached	Fence/Wall	2/3/2023		23-0433-FNCE	4112 NE 6th St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	2/3/2023		23-0455-FNCE	1406 NW Pebble Dr	Stephen A Doran	Manuel Beltran
Single Family Detached	Fence/Wall	2/9/2023		23-0519-FNCE	4202 NW 13th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	2/16/2023		23-0670-FNCE	2210 NW Pleasant St	Cruiser Electric LLC	Cruiser Electric LLC
Single Family Detached	Fence/Wall	2/17/2023		23-0660-FNCE	1207 NW 29th St	Bos Fencing	Bos Fencing
Other	Fence/Wall	2/21/2023	\$10,560	23-0680-FNCE	2401 W 1st St	Central Iowa Fencing	Central Iowa Fencing
Single Family Attached	Fence/Wall	2/21/2023		23-0732-FNCE	2912 NW 25th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/23/2023		23-0735-FNCE	3030 SW Meadow Ridge Dr	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	2/23/2023		23-0762-FNCE	1206 SW Elm St	Thrive Fencing	Thrive Fencing
Single Family Attached	Fence/Wall	2/27/2023		23-0799-FNCE	1609 SW Westwood St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/27/2023		23-0815-FNCE	819 NW Ridge Rd	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	2/28/2023		23-0843-FNCE	2611 NW Woodbury Dr	Central Iowa Fencing	Central Iowa Fencing
Industrial	Sign	2/1/2023	\$308	23-0357-SIGNP	7125 SE Delaware Ave	NAGLE / EAGLE SIGN CO.	NAGLE / EAGLE SIGN CO.
Industrial	Sign	2/1/2023	\$308	23-0366-SIGNP	7125 SE Delaware Ave	NAGLE / EAGLE SIGN CO.	NAGLE / EAGLE SIGN CO.
Industrial	Sign	2/1/2023	\$308	23-0367-SIGNP	7125 SE Delaware Ave	NAGLE / EAGLE SIGN CO.	NAGLE / EAGLE SIGN CO.
Industrial	Sign	2/1/2023	\$308	23-0369-SIGNP	7125 SE Delaware Ave	NAGLE / EAGLE SIGN CO.	NAGLE / EAGLE SIGN CO.
Retail	Sign	2/2/2023	\$1,400	23-0121-SIGNP	902 SE Oralabor Rd	CR Signs & Lighting Inc	CR Signs & Lighting Inc
Other	Sign	2/2/2023	\$6,590	23-0219-SIGNP	106 SW State St Ste 105	Chesnut Signs	Chesnut Signs

Restaurant	Sign	2/2/2023	\$1,355 23-0251-SIGNP	701 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Retail	Sign	2/3/2023	\$1,400 23-0320-SIGNP	902 SE Oralabor Rd	CR Signs & Lighting Inc	CR Signs & Lighting Inc
Retail	Sign	2/3/2023	\$1,400 23-0321-SIGNP	902 SE Oralabor Rd	CR Signs & Lighting Inc	CR Signs & Lighting Inc
Retail	Sign	2/6/2023	\$3,800 23-0290-SIGNP	2405 SW White Birch Dr Ste 108	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	2/6/2023	\$3,800 23-0291-SIGNP	2405 SW White Birch Dr Ste 108	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	2/9/2023	\$3,000 23-0445-SIGNP	745 N Ankeny Blvd	Drake Signs	Drake Signs
Mixed Use	Sign	2/14/2023	\$5,000 23-0104-SIGNP	2250 SW Vintage Pkwy	Fastsigns of Clive	Fastsigns
Mixed Use	Sign	2/14/2023	\$5,000 23-0110-SIGNP	2250 SW Vintage Pkwy	Fastsigns of Clive	Fastsigns
Retail	Sign	2/20/2023	\$3,750 23-0531-SIGNP	749 N Ankeny Blvd	Drake Signs	Drake Signs
Retail	Sign	2/21/2023	\$6,392 23-0604-SIGNP	2310 SE Delaware Ave Ste P	Signarama Urbandale	Signarama Urbandale
Mixed Use	Sign	2/23/2023	\$3,911 23-0716-SIGNP	3175 SE Delaware Ave	NAGLE / EAGLE SIGN CO.	NAGLE / EAGLE SIGN CO.
Mixed Use	Sign	2/23/2023	\$1,626 23-0717-SIGNP	3175 SE Delaware Ave	NAGLE / EAGLE SIGN CO.	NAGLE / EAGLE SIGN CO.
Retail	Sign	2/27/2023	\$4,600 22-7725-SIGNP	2405 SW White Birch Dr Ste 105	Tri City Sign	Tri City Sign
Restaurant	Sign	2/27/2023	\$3,000 23-0515-SIGNP	3602 NE Otterview Cir Ste A	Signarama - Ankeny	Signarama - Ankeny



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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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 February 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													\$ -
April													\$ -
May													\$ -
June													\$ -
FY Total	225,308	1,604,114,306	\$ 9,843,844	\$ 49.28	\$ 2,359,742	211,573	\$ 906,180	\$ 117,933	\$ 6,813,902	\$ 4,245,762	207,721	\$ 2,262,328	\$ 25,643,511
FY 23 Average	28,164	200,514,288	1,230,480	\$ 6.16	294,968	26,447	113,273	14,742	851,738	530,720	25,965	282,791	2,136,959
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

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

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 \$1,500.00 to McAninch Corporation for construction services on the Irvinedale Drive Transmission Main - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**
This project is included within the Capital Improvements Program and construction is expected to be completed in 2022.

CITY MANAGER'S RECOMMENDATIONS:
It is recommended to approve the change order and to authorize the Mayor to sign the Change Order and the Change Order Agreement with McAninch for the Irvinedale Drive Transmission Main - Phase 3 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Change Order #4

CHANGE ORDER FORM



Project Title: Irvinedale Drive Transmission Main - Phase 3
Contractor: McAninch Corporation
Address: 4001 Delaware Ave., Des Moines, Ia 50313
Finance Budget Code: 623.3623.4450 **Finance Project #** 623.4450
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: February 1, 2021 **Vendor #** 313

Change Order Number: 4

Change Order Date: March 20, 2023

Purpose of Change Order:

Additional erosion control including rolled erosion control product (RECP) straw blankets necessary to provide additional stabilization for slopes along water main alignment.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
58	RECP Straw Blanket	LS	1.00	\$ 1,500.00	\$ 1,500.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order Number: <u>4</u> makes the following adjustments to the Contract:					\$ 1,500.00

Contractor Accepted: McAninch Corporation

Edward J. Deigler Firm Name 3/13/23
 Signature Date

Engineer Approved: McClure Engineering Company

Chris F. Z... Firm Name 3/13/23
 Signature Date *Don Clark*

Owner Accepted: City of Ankeny

 Signature Title

 Date

Attest for Owner:

 Signature Title

 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,379,870.00
1	October 4, 2021	\$ 34,148.00
2	December 6, 2021	\$ 860.00
3	February 7, 2022	\$ 100,986.00
4	March 20, 2023	\$ 1,500.00
5		
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Revised Contract Amount \$ 1,517,364.00



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,200.00 with MSA Professional Services (MSA) for design engineering and bid phase services for Uptown Parking Improvements.

EXECUTIVE SUMMARY:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$47,200.00 with MSA Professional Services (MSA) for design engineering and bid phase services for Uptown Parking Improvements.

The City has engaged MSA for the design engineering and bid phase services for the initial phase of the parking improvements in Uptown. Amendment #1 expands the design and bid phase services to include additional areas of Uptown Parking Improvements for construction in late summer and fall 2023.

The scope of the design engineering services and the corresponding fees are shown in the attached Amendment #1 to the Professional Services Agreement, including an exhibit of the additional improvement areas. The original Agreement is also attached for reference.

The fee for the additional engineering services is \$47,200.00. The original Professional Services Agreement is \$41,710.00 Adding Amendment #1 increases the total contract amount to \$88,910.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with MSA in the amount of \$47,200.00 for the Uptown Parking Improvements.

FISCAL IMPACT: No

The project is included in the 2023 - 2027 Capital Improvement Program with design and construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$47,200.00 with MSA Professional Services for design engineering and bid phase services for Uptown Parking Improvements, and authorize the Mayor to execute said agreement..

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 18, 2022: Council approved Professional Services Agreement with MSA for initial phase of Uptown Parking Improvements.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Agreement



Amendment No. 1

To: City of Ankeny
Mark E. Holm
410 W. First St.
Ankeny, IA 50023

Date of Issuance: March 20, 2023

MSA Project No.: 09085056

This is an amendment to the Agreement dated July 18, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Uptown Parking Improvements

The scope of the work authorized is: See Attached

The revisions to schedule are as follows: See Attached

The estimated fee for the work: \$47,200

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ANKENY

MSA PROFESSIONAL SERVICES, INC.

A handwritten signature in blue ink that reads "Nichole Sungren".

Mark E. Holm
Mayor
Date: _____

Nichole Sungren
Team Leader/Project Manager
Date: 03/14/2023

Attest:

A handwritten signature in blue ink that appears to read "Jake Huck".

Michelle Yuska
City Clerk
Date: _____
410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

Jake Huck, P.E.
Regional Public Works Manager
Date: 03/14/2023
1555 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

SCOPE OF SERVICES

Amendment 1 – Additional Design Phase Services

MSA will provide services as set forth below.

1. Additional Design and Plan Preparation

- **Project Administration**
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- **Plan Preparation and Drafting**
 - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
 - ENGINEER shall refine the site layout for Areas A-D per Conceptual Layout comments provided by OWNER
 - ENGINEER shall prepare Preliminary Layout which shall include:
 - a. Layout and design of diagonal parking
 - b. Final parking count and angle will be determined at this time
 - c. Design shall maximize the amount of parking for Areas A-D while still meeting current City parking regulations
 - d. ENGINEER shall coordinate with City staff to determine if any city utility improvements (storm, sanitary or water) within the corridor need to be made during design
 - e. Any utility design shall not be included as a part of this project scope but can be added by amendment, if requested by the City
 - f. ENGINEER shall prepare detailed geometric plans for the parking layout, including elevations and jointing
 - g. ENGINEER shall determine Proposed Easements or Right-of-Way needs, if any.
 - Coordination with franchise utility companies within project corridor.
 - Refine opinion of probable cost for preliminary plan phase.
 - Conduct an internal QA/QC review of preliminary plan set.
 - ENGINEER shall provide a preliminary design phase (75% complete) plan set to the OWNER for review and comment.
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
 - Plan set revisions per comments from preliminary set comments from OWNER.
 - ENGINEER shall develop Erosion control plan and Pollution Prevention Plan.
 - It is assumed that no NPDES permit will be required for this project.
 - ENGINEER shall develop phasing and traffic control plans; as necessary.
 - Prepare Plans and Specifications, including OWNER provided standard front ends.
 - Provide ADA design and curb ramp details required.
 - Provide opinion of probable cost for final plan phase.

**ATTACHMENT 1:
SCOPE OF SERVICES
UPTOWN PARKING IMPROVEMENTS
Amendment #1**

- Perform QA/QC review of final plan set.
 - ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
 - Provide OWNER with final PDF of final plans and specifications.
 - Provide OWNER with (4) paper copies of final plans and specifications (half-size).
 - Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.
- **Specifications**
 - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.

2. Competitive Bidding (updated from original scope of Competitive Quotation for Area I only)

- Printing of bidding Documents (up to 4 sets of plans and Project Manual)
- Create Front Ends from City templates for OWNER, as necessary
- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Respond to Contractor questions during quotation process.
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Attend a Public Bid Opening
- Prepare bid tabulation
- Assist the OWNER in evaluating quotations and make a recommendation for award
- Preparation of construction contract for signature and distribute signed contracts
- Review completed contract, bonds, and insurance

DELIVERABLES

No change from original contract.

ADDITIONAL SERVICES

Competitive Bidding Services added to Amendment #1 Scope. All other additional services remain the same from the original contract.

Construction Related Services

- Construction engineering services (CA/CO) are not included with this scope. The intent is to complete construction related services, including, submittal review, and coordination of construction meetings, resident project representative services, construction staking, and pay application reviews, under a contract amendment.

**ATTACHMENT 1:
SCOPE OF SERVICES
UPTOWN PARKING IMPROVEMENTS
Amendment #1**

OWNER'S RESPONSIBILITIES

- No change from original contract. Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services for Amendment #1 listed above as follows:

Additional Preliminary Design and Plan Preparation (Areas A-D)	\$28,500
Additional Final Design and Plan Preparation (Areas A-D)	\$18,000
Bidding (Areas A-D, I)	\$700
Total	\$47,200

PROJECT SCHEDULE

The updated estimated project schedule per Amendment #1 is as follows:

Project Task	Start	End
Project Authorization from City	07/18/22	N/A
Begin Survey	07/25/22	07/29/22
Begin Conceptual Design	08/01/22	08/29/22
Conceptual Plan Submittal (Areas A-D & I)	08/29/22	N/A
City Conceptual Plan Review (Areas A-D & I)	08/29/22	09/21/22
Preliminary Plan Preparation (Area I)	09/26/22	12/02/23
Preliminary Plan Submittal (Area I)	12/02/23	N/A
City Preliminary Plan Review (Area I)	12/05/23	02/10/23
Final Plan Preparation (Area I)	02/13/23	03/10/23
Project Authorization from City for Amendment #1	03/20/23	N/A
Preliminary Plan Preparation (Areas A-D)	03/21/23	04/14/23
Preliminary Plan Submittal (Areas A-D)	04/14/23	N/A
City Preliminary Plan Review (Areas A-D)	04/17/23	04/28/23
Final Plan Preparation (Areas A-D)	05/01/23	05/12/23
Final Plan Submittal (Areas A-D & I)	05/12/23	N/A
City Final Plan Review (Areas A-D & I)	05/15/23	05/26/23
Submit Draft Notice to Bidders and Notice of Public Hearing to City	05/19/23	N/A
Final Plans to City	06/02/23	N/A
Set Bid Date and Public Hearing Date	06/05/23	N/A
Post Notice to Bidders and Notice of Public Hearing to Iowa League & MBI	06/07/23	N/A
Publish Notice to Bidders and Notice of Public Hearing in Local Newspaper	06/16/23	N/A
Bid Letting	06/27/23	N/A
Award of Contract	07/03/23	N/A
Project Construction	Summer 2023	Fall 2023





Professional Services Agreement

MSA Project Number: 09085056

This AGREEMENT (Agreement) is made today July 18, 2022 by and between CITY OF ANKENY (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Uptown Parking Improvements

The scope of the work authorized is: See Attached

The cost, not to exceed, for the work is: \$41,710

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ANKENY

MSA PROFESSIONAL SERVICES, INC.

DocuSigned by:

4C9E47CBE966471...

Mark E. Holm

Mayor

Date: 7/18/22

410 W. First St.

Ankeny, IA 50023

Phone: 515-965-6400

Nichole Sungren, PE

Team Leader/Project Manager

Date: July 18, 2022

1555 SE Delaware Ave., Suite F

Ankeny, IA 50021

Phone: 515-964-1920

Attest:

DocuSigned by:

7E497FC63C464A9...

Michelle Yuska

City Clerk

Date: 7/18/22

Jake Huck, PE

Regional Public Works Manager

Date: July 18, 2022

Scope of Services
Uptown Parking Improvements
STR-21-006

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (ENGINEER) proposes to provide design phase services for the City of Ankeny, Iowa (OWNER), including submission of plans and specifications, of the following:

1) Uptown Parking Improvements

STR-21-006

Conceptual design of street parking of four (4) areas (Areas A, B, D, and I) along SW Cherry Street and SW 3rd Street. Project is also to include final street parking design for one (1) area (Area I) along SW 3rd Street. This project includes feasibility studies and cost estimates for all four (4) parking areas as well as property owner discussions in Area I. SUDAS Design Standards and Specifications shall be implemented, including current City of Ankeny Supplemental Specifications.

In association with completion of the above project, the following assumptions are applicable:

Survey:

Upon determination of project limits, a topographic survey of proposed improvement areas shall be performed. Topographic survey shall include locating and identifying observable features within the improvement areas, as well as research for determining existing property owners, and property lines. All One-Call locates, existing right of way and easements shall be surveyed in State Plane Coordinate system (NAD83/Iowa South) and in the NAVD88 vertical datum. No property acquisition services are anticipated from ENGINEER for the completion of project.

Permit Applications:

No permits are assumed or are included in the scope as a part of this project.

Subsurface Investigation and Geotechnical Evaluations:

It is assumed that no subsurface investigation and geotechnical evaluations will be performed as a part of these design services. Any soil borings and/or pavement cores will be taken on an as needed basis, as determined by the ENGINEER and/or the OWNER and will be added to the project by contract amendment.

Schedule:

The ENGINEER will notify the OWNER when there are time sensitive design decisions that need be made by the OWNER. Failure of the OWNER to provide the ENGINEER the necessary information, in writing, will impact the overall schedule as outlined in this contract and may require the ENGINEER to stop work until a decision has been reached.

Scope of Services
Uptown Parking Improvements
(STR-21-006)

Geometry Revisions:

It is assumed that no geometric revisions to the roadway design will occur after the completion of the preliminary design. Any and all such revisions shall be considered out of scope of this project.

Project Coordination

Limited coordination with other adjacent projects is feasible.

Project Manager and Project Engineer

The ENGINEER shall assign Nichole Sungren, P.E. as the Project Manager. ENGINEER shall not modify said assignments without OWNER consent.

Scope of Services
 Uptown Parking Improvements
 (STR-21-006)

BASIC ENGINEERING SERVICES

1. *SURVEY AND MAPPING* \$6,200.00
 - a. Perform topographic and boundary survey of project sites. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment.
 - b. ENGINEER shall determine the location of utilities within the existing right-of-way and parcel for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.
 - c. Topographic survey shall be limited to:
 - i. Surface features, elevation shots and utilities for the project limits as depicted by Attachment D.
 - ii. Surface features to be located include but not limited to:
 1. Areas A, B and D
 - a. Roadway corridor for SW Cherry Street from the entrance of 413 SW Cherry Street to SW 3rd Street
 - b. Existing sidewalk on the east and west sides of SW Cherry Street including High Trestle Trail crossing
 - c. Existing utilities along SW Cherry Street from the entrance of 413 SW Cherry Street to SW 3rd Street
 2. Area I
 - a. Roadway corridor for SW 3rd Street from SW Walnut Street to SW Pleasant Street.
 - b. Existing sidewalk on the south side of SW 3rd Street.
 - c. Existing utilities along SW 3rd Street from SW Walnut Street to SW Pleasant Street
2. *CONCEPTUAL DESIGN PHASE* \$11,460.00
 - a. Review existing information provided by OWNER.
 - b. Conceptual design will be prepared for Areas A, B, D and I as depicted by Attachment D from the Ankeny Uptown Parking Study prepared by MSA Professional Services dated April 2021.
 - i. Determine the feasibility and cost to construct diagonal parking within the above stated areas
 - ii. Explore whether Area A can be extended north toward SW 3rd Street and impacts of the proposed driveway for the site northeast of the High Trestle Trail.
 - iii. The parcel in development on the east side of SW Cherry Street, adjacent to B, will not have a driveway onto Cherry Street.
 - c. Evaluate existing utility locations with respect to the proposed parking improvements.
 - d. Coordination with franchise utility companies within project corridor.
 - e. Provide questions and comments for discussion with OWNER at 30% meeting.
 - f. Prepare an opinion of probable cost for conceptual layout phase.
 - g. Conduct an internal QA/QC review of site layout.
 - h. ENGINEER shall provide a conceptual design phase (30% complete) site layout to the OWNER for review and comment.
3. *PRELIMINARY DESIGN PHASE (AREA I ONLY)* \$9,050.00
 - a. ENGINEER shall refine the site layout for Area I (only) per comments from Conceptual Layout meeting with OWNER
 - b. ENGINEER shall prepare Preliminary Layout which shall include:
 - i. Layout and design of diagonal parking
 1. Final parking count and angle will be determined at this time

Scope of Services
Uptown Parking Improvements
(STR-21-006)

- ii. Design shall maximize the amount of parking for Area I while still meeting current City parking regulations
 - iii. The ENGINEER shall coordinate with the property owner on driveway at southwest corner of SW 3rd Street and SW Pleasant Street regarding modification of access onto SW 3rd Street
 - iv. It is assumed that the existing pavement shall be removed and replaced
 - v. ENGINEER shall coordinate with City staff to determine if any city utility improvements (storm, sanitary or water) within the corridor need to be made during design
 - 1. Any utility design shall not be included as a part of this project scope but can be added by amendment, if requested by the City
 - vi. ENGINEER shall prepare detailed geometric plans for the parking layout, including elevations and jointing
 - vii. ENGINEER shall determine Proposed Easements or Right-of-Way needs, if any.
 - c. Coordination with franchise utility companies within project corridor.
 - d. Refine opinion of probable cost for preliminary plan phase.
 - e. Conduct an internal QA/QC review of preliminary plan set.
 - f. ENGINEER shall provide a preliminary design phase (75% complete) plan set to the OWNER for review and comment.
4. *FINAL DESIGN PHASE (AREA I ONLY)* \$7,100.00
- a. Plan set revisions per comments from preliminary set comments from OWNER.
 - b. ENGINEER shall develop Erosion control plan and Pollution Prevention Plan.
 - i. It is assumed that no NPDES permit will be required for this project.
 - c. ENGINEER shall develop phasing and traffic control plans; as necessary.
 - d. Prepare Plans and Specifications, including OWNER provided standard front ends.
 - e. Refine opinion of probable cost for final plan phase.
 - f. Perform QA/QC review of final plan set.
 - g. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
 - h. Provide OWNER with final PDF of final plans and specifications.
 - i. Provide OWNER with (3) paper copies of final plans and specifications (half-size).
 - j. Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.
5. *COMPETITIVE QUOTATION PHASE (AREA I ONLY)* \$2,900.00
- a. Printing of Quotation Documents (up to 10 sets of plans and specifications) for the Owner.
 - b. Create Draft Front Ends from City templates for OWNER, as necessary.
 - c. Email Notice to Bidders.
 - d. Email plans and specifications to Contractors for Quotation purposes from final PDF.
 - e. Respond to Contractor questions during quotation process.
 - f. Tabulate Bids and distribute to OWNER.
 - g. Assist the OWNER in evaluating quotations and make a recommendation for award.
 - h. Preparation of construction contract for signature and distribute signed contracts.
 - i. Review completed contract, bonds, and insurance and issue Notice to Proceed.
6. *DESIGN PROJECT ADMINISTRATION* \$5,000.00
- a. Project Design Administration
 - i. Perform internal quality review to assure compliance with OWNER's intent.
 - ii. Coordinate internal Staff to assure compliance with OWNER's intent.
 - iii. Prepare Project Correspondence.

Scope of Services
Uptown Parking Improvements
(STR-21-006)

- iv. Prepare and submit invoices along with monthly updates on the design progress for inclusion in the City Council packets. Invoices shall be submitted monthly and are payable within 30 days of receipt.
- v. Review and monitor project scope and schedule.
- b. Project Design Meetings
 - i. Conceptual Design Review Meeting with OWNER to review Conceptual Layout (30%)
 - ii. Preliminary Design Comment Resolution Meeting with OWNER at Preliminary Plan (75%) completion
 - iii. Final Design Comment Resolution Meeting with OWNER at Final Plan (100%) completion
 - iv. Coordination meeting (x1) with property owner on driveway at southwest corner of SW 3rd Street and SW Pleasant Street regarding modification of access onto SW 3rd Street

Deliverables:

MSA will provide the following deliverables:

1. 30% Conceptual Layout: one PDF file of the conceptual layout, and conceptual opinion of probable construction cost estimate for Owner review.
2. 75% Preliminary plans: three (3) paper copies, one PDF file of the preliminary plans, and preliminary opinion of probable construction cost estimate for Owner review.
3. Final plans: three (3) paper copies and one PDF file of the final plans and final opinion of probable construction cost estimate, for Owner review.
4. Project Manual: three (3) paper copies and one PDF file of the final project manual.
5. CADD File: one (1) CADD file of final plans will be sent to the city.

Scope of Services
Uptown Parking Improvements
(STR-21-006)

Additional Services:

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Construction Related Services
 - a. The intent is to complete construction related services, including, contracting assistance, submittal review, and coordination of construction meetings, resident project representative, construction staking, and pay application reviews, under a subsequent contract or contract amendment.
2. Post Construction Related Services
 - a. The intent is to complete post-construction related services, including record drawing preparation under a subsequent contract or contract amendment.
 - b. Re-monumentation and provide a monument preservation certificate.
3. Owner changes to the plans and Project Manual after Owner approval has been given.
4. Major design changes after Owner has approved Preliminary Plan Documents.
5. Assistance with acquisition of real estate and/or temporary or permanent easements.
6. Utility system modeling and mapping
7. Funding applications and administration
8. Additional meetings not specifically listed in the scope.
9. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
10. Permit assistance for permits not listed in the scope of services.
11. Traffic or entrance studies
12. Variance requests (if required for permit applications included in the scope).
13. Updates to Owner's electronic Geographic Information System to reflect changes from project.
14. Water, Sanitary and Storm Sewer Design: Develop horizontal and vertical alignments for water, sanitary and/or storm sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding capacity. Prepare construction details.
15. Permitting applications and fees
16. Competitive Bidding Services

Owner's Responsibilities:

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).

ATTACHMENT A: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

**MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Iowa)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any

time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability in the limits identified on Exhibit A. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. Reuse of Documents. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

18. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

19. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

City of Ankeny Insurance Requirements for Professional Services

1. MSA shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # STR-21-006 or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



MSAPROF-04

WGERKEN

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRICOR, LLC 230 W Cherry St Lancaster, WI 53813	CONTACT NAME: Wendy Gerken PHONE (A/C, No, Ext): (608) 356-6608 1910 FAX (A/C, No): E-MAIL ADDRESS: wgerken@tricorinsurance.com														
INSURED MSA Professional Services, Inc. 1230 South Boulevard Baraboo, WI 53913	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Cincinnati P&C</td> <td>10677</td> </tr> <tr> <td>INSURER B : SFM Mutual Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C : Risk Placement Services Inc</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati P&C	10677	INSURER B : SFM Mutual Insurance Co		INSURER C : Risk Placement Services Inc		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		EPP 0449127	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			EBA 0449127	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP 0449127	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	67673.108	6/30/2022	6/30/2023	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			PLMCBSSVSCQ5PL	6/30/2022	6/30/2023	Aggregate Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insured on General Liability. Waiver of Subrogation on Workers Comp.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 410 W. First Street Ankeny, IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Attachment C – Project Schedule

PROJECT SCHEDULE

Uptown Parking Improvements
(STR-21-006)

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE		DATE
•	Project Authorization from City	July 18, 2022
•	Begin Survey	July 25, 2022
•	Begin Conceptual Design	August 1, 2022
•	Conceptual Plan Submittal	August 29, 2022
•	City Conceptual Plan Review	August 29 - September 9, 2022
•	Begin Preliminary Plan Design	September 12, 2022
•	Preliminary Plan Submittal	October 7, 2022
•	City Preliminary Plan Review	October 10-21, 2022
•	Begin Final Plans	October 24, 2022
•	Final Plan Submittal	November 4, 2022
•	City Final Plan Review	November 7-18, 2022
•	Send Out Advertisement for Quotations	November 21, 2022
•	Quotation Selection	December 13, 2022
•	Award of Contract	December 19, 2022
•	Project Construction	Spring 2023

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

Parking Improvement Recommendations:

The associated map illustrates recommended parking improvement areas identified through an analysis of existing parking resources, land uses, and feedback from business owners. The recommended improvements equate to an additional 4,495 SY of on-street parking and 1,970 LF of new curb and gutter. Generally speaking, new curb and gutter can be estimated at roughly \$10/LF whereas the planned parking would cost roughly \$60 SY.

For a higher level of readability, the proposed additional on-street parking areas are indicated with a white circle around them, redevelopment initiated parking improvements shown with a blue circle, and existing green space to be further reviewed in green.

Along SW Cherry Street and SW Walnut Street is a key area identified for additional on-street parking. Per Section 69.07 of the City of Ankeny, Iowa Code, parking is prohibited in specific areas that pose a safety conflict such as at or certain distance away from:

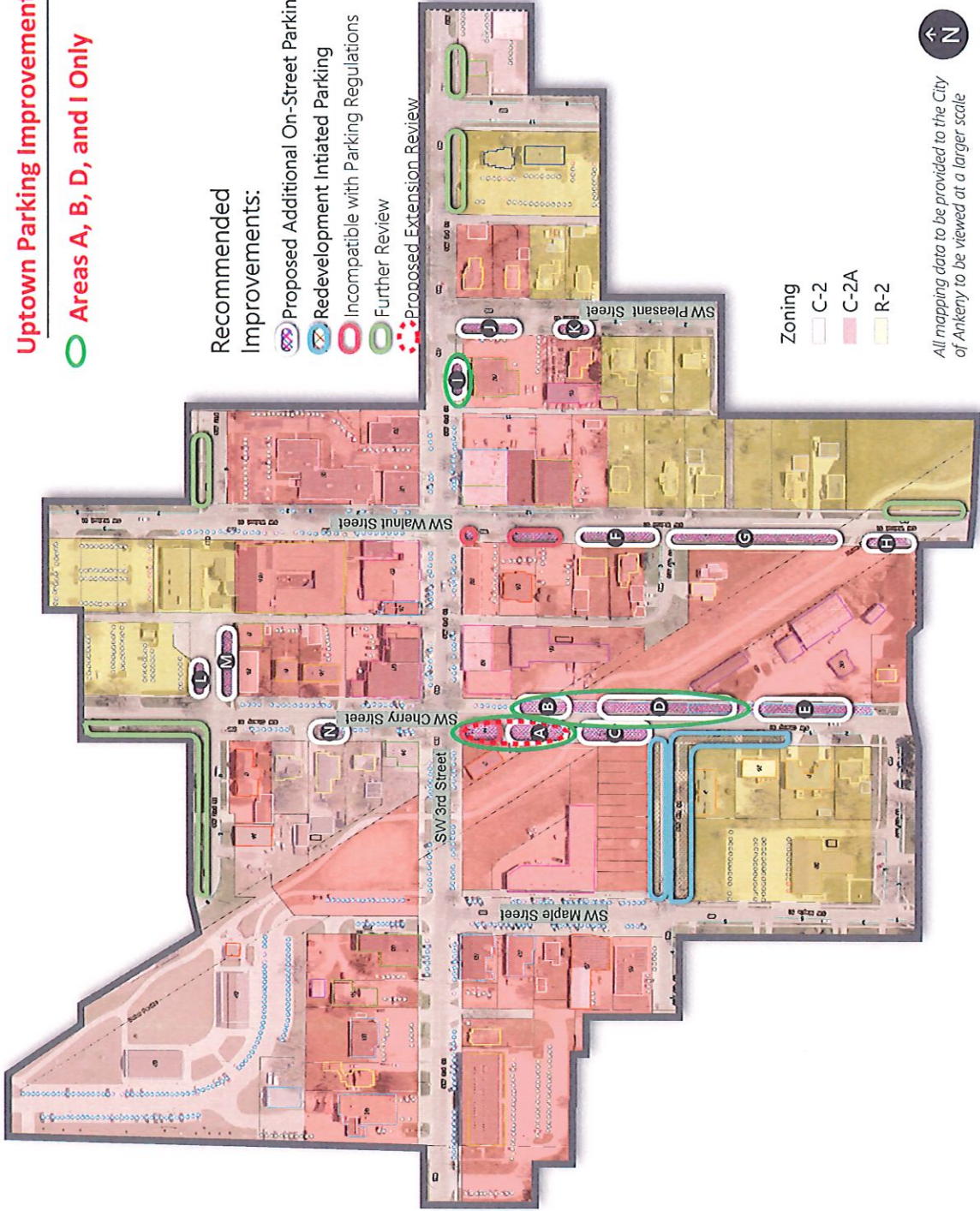
- Crosswalks
- Parkways
- Mailboxes
- Sidewalks
- Driveways
- Intersections
- Fire hydrants
- Stop sign or signal
- Safety zone
- Railroad
- Certain buildings and hazardous locations

Areas that were initially considered but fall into those categories have been circled in red. Lastly, the following page includes a table with a breakdown of cost considerations for each area.

Uptown Parking Improvements

Areas A, B, D, and I Only

- Recommended Improvements:
- Proposed Additional On-Street Parking
 - Redevelopment Initiated Parking
 - Incompatible with Parking Regulations
 - Further Review
 - Proposed Extension Review





ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$84,555.00 with RDG Planning and Design for final design and bidding phase services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

RDG completed the schematic design and WFPO coordination, environmental assessments, preliminary design plans (30%), WFPO documentation, topographic survey, and 60% design development as part of the original Professional Services Agreement. Amendment No. 1 includes final construction documentation and permitting services, WFPO coordination, and project bidding services. Amendment No. 1 does not include modeling that may or may not be required for final permitting.

The scope of Amendment No. 1 and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement and detailed in the original Professional Services Agreement. A copy of the original Professional Services Agreement is also attached for reference.

The fee for the additional engineering services is \$84,555.00. The original Professional Services Agreement for schematic and preliminary design engineering services is \$223,370.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$307,925.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with RDG Planning and Design in the amount of \$84,555.00 for the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

FISCAL IMPACT: No

The final design engineering and bidding phase services for the Fourmile Creek and Tributary to Fourmile Creek project is included in the 2023 - 2027 CIP.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 7, 2022: City Council approved the Professional Services Agreement with RDG Planning and Design for the Fourmile Creek and Tributary to Fourmile Creek Restoration project, including scope items I, II, and III for \$223,370.00

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment No. 1
 Professional Services Agreement

Amendment #1 to AIA document B101

Standard Form of Agreement Between Owner and Architect
dated **March 9, 2023**, between **City of Ankeny** and **RDG Planning & Design, Inc.**
The Agreement provides for professional design services for the following project:
Fourmile Creek and Tributary to Fourmile Creek Restoration

Date of this Amendment: March 9, 2023

RDG Project No.: R3005.308.00

File No.:

1. **DESCRIPTION AND SCOPE OF AMENDED SERVICES:** The Architect's Basic Services shall be amended to include the following:
 - 1.1. The services for Phases IV and V of that contract are described in the original contract, but we note that they are not included and could be provided through separate amendment.
2. **SCHEDULE:** The schedule previously established for the Project shall be amended in conformance with the amended scope of services as follows:
 - 2.1. Scope Item III (as described in Exhibit A) shall be completed by March 31, 2023.
 - 2.2. Scope Item IV (as described in Exhibit A) shall be completed by July 14, 2023. (Includes permit application submittal, but not final permit authorization.)
 - 2.3. Scope Item V (as described in Exhibit A) shall be completed by June 28, 2024.
3. **COMPENSATION:** For the amended services and conditions described herein, compensation shall be modified as follows:
 - 3.1. Scope Item IV:

3.1.1. <u>RDG Planning & Design – Design Tasks, Permitting and Project Management</u>	\$ 67,400
3.1.2. <u>FYRA Engineering – WFPO Coordination</u>	\$ 7,155
<u>Scope Item IV Subtotal</u>	<u>\$ 74,555</u>
 - 3.2. Scope Item V:

3.2.1 <u>RDG Planning & Design – Bidding Phase Tasks and Project Management</u>	\$ 10,000
<u>Scope Item V Subtotal</u>	<u>\$ 10,000</u>

Basic Compensation per original Agreement	\$ 223,370
Amendment No. 1	\$ 84,555
 Total Amended Compensation:	 <u>\$ 307,925</u>
4. **OTHER CONDITIONS:** All conditions of the original Agreement shall apply to this Amendment unless specifically stated below:
 - 4.1. Not Applicable

This Amendment entered into as of the day and year as first written above.

OWNER: City of Ankeny

(signature)

Mark E. Holm, Mayor

(printed name and title)

ARCHITECT: RDG Planning & Design, Inc.



(signature)

Scott Crawford, PLA, ASLA, LEED® AP, Principal

(printed name and title)





AIA Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

For the purpose of this agreement, wherever the term “Architect” is used, it shall mean “Civil Engineer”

AGREEMENT made as of the 7th day of March in the year 2022.

(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:

(Name, legal status, address and other information)

City of Ankeny
220 West 1st Street
Ankeny, IA 50023
Phone Number: 515-963-3520

And the Architect:

(Name, legal status, address and other information)

RDG Planning & Design, Inc.
301 Grand Avenue
Des Moines, IA 50309-1718
Phone Number: 515-288-3141

R3005.308.00

For the following Project:

(Name, location and detailed description)

Fourmile Creek and Tributary to Fourmile Creek Restoration
Ankeny, Iowa

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Preliminary design of stream stabilization and restoration along Fourmile Creek, between NE 47th and 54th Streets and along a tributary from the east to Fourmile Creek between NE 47th and 54th Streets. This contract includes coordination with the Polk County Watershed and Flood Prevention Operations (WFPO) program.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is located within City owned parcels along Fourmile Creek and the tributary from the east between NE 47th and 54th Streets.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The projected construction cost for this project is \$2,500,000 (in 2022 \$)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Scope Item I (as defined in Exhibit A) shall be completed by June 30, 2022.

Scope Item II (as defined in Exhibit A) shall be completed by July 31, 2022.

Scope Item III (as defined in Exhibit A) shall be completed by December 31, 2022.

.2 Construction commencement date:

Construction is expected to commence after July 1, 2024.

.3 Substantial Completion date or dates:

Major construction operations are expected to be completed by August 31, 2025.

.4 Other milestone dates:

Not applicable.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Becky Ford, PE, CFM
City of Ankeny
Stormwater & Environmental Manager
1210 NW Prairie Ridge Drive
Ankeny, Iowa 5002-1564
phone: 515-963-3526

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not applicable

.2 Civil Engineer:

Not applicable

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Not applicable

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Gregory M. Pierce, PE, CPESC
Partner, Project Manager
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309-1718
phone: 515-309-3277

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Not applicable

- .2 Mechanical Engineer:

Not applicable

- .3 Electrical Engineer:

Not applicable

§ 1.1.11.2 Consultants retained under Supplemental Services:

<u>FYRA Engineering:</u>	<u>Coordination with Polk County's Watershed and Flood Prevention Operations (WFPO) program</u>
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<u>Emmons and Olivier Resources (EOR), Inc.:</u>	<u>Environmental Studies, Cultural Resource Assessments</u>
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<u>Nilles Associates, Inc.:</u>	<u>Land Surveying</u>
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§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite RDG BIM Project Execution Plan AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at~~

the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

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§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants, however the Architect is not responsible to coordinate services provided by the Owner, the Contractor, or the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Owner acknowledges that the nature of the design process is such that the plans, specifications, and other documentation prepared by the Architect under this Agreement may require changes, corrections, and modifications during the construction process which may affect the Project schedule or increase the Cost of the Work. The Owner acknowledges that production of a complete set of perfect construction documents is neither reasonable nor expected under this Agreement.

§ 3.1.8 The Owner and the Architect agree that the funding for contingencies provided for in Sections 6.1. and 6.3 shall include funds to pay costs which may arise from or out of such changes, corrections, or modifications to the plans, specifications or other documentation prepared by the Architect, including, but not limited to, any costs associated with a change or changes in the Project schedule, which portion of the contingency funding shall be in the amount of five percent (5 %) of the Cost of the Work, as defined in Article 6.

In the event the aforementioned costs exceed the five percent (5%) contingency funding as defined in this paragraph 3.1.8, the Architect will be responsible for all costs in excess of the five percent (5%) which are attributable to changes, corrections, and modifications in the plans, specifications, and other documents prepared by the Architect, but only to the extent they are caused by the negligence of the Architect.

§ 3.1.9 Omitted

§ 3.1.10 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect, the Architect's consultants and agents, and employees of any of them, from and against any and all claims, damages, awards, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from latent, concealed or unknown conditions and/or documentation or information furnished by the Owner, its consultants or agents, or employees of any of them.

§ 3.1.11 The Architect's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Owner later elects to reduce the Architect's scope of services, the Owner hereby agrees to release, hold harmless, defend, and indemnify the Architect from any and all claims, damages, losses, or costs associated with or arising out of such reduction of services.

§ 3.1.12 The Architect shall provide the services as listed in Exhibit A. Any services not listed in Exhibit A are not included, but could be added through a separate amendment to this agreement.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches, if any, to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to assist the Owner in preparing an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall assist in update updating the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction

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Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. Not used

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 PROCUREMENT PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction as modified by RDG Planning & Design, Inc. in the form attached as Exhibit ??. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections or to review webcam/videos/photographs to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

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The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon by the Architect and the Owner, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 SUPPLEMENTAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Not provided</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3 Measured drawings	<u>Not provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8 Civil engineering	<u>Not provided</u>
§ 4.1.1.9 Landscape design	<u>Not provided</u>
§ 4.1.1.10 Architectural interior design	<u>Not provided</u>
§ 4.1.1.11 Value analysis	<u>Not provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not provided</u>
§ 4.1.1.13 On-site project representation	<u>Not provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18 Facility support services	<u>Not provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not provided</u>

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§ 4.1.1.22	Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not provided</u>

§ 4.1.2 DESCRIPTION OF SUPPLEMENTAL SERVICES

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to ~~the fault any negligent act, error, or omission~~ of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~??? (???)~~ visits to the site by the Architect during construction
- .3 ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~One (1)~~ inspections for any portion of the Work to determine final completion.

The Architect shall be compensated for these Additional Services beyond the limits stated above, which will be billed by the Architect in accordance with Section 11.3.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent

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drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, and commissioning of mechanical, electrical, or building envelope as required by code.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. ~~The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner.~~ The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect,

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represent the Architect's judgment as a design professional and are based upon its own historical experience. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. If the Owner wishes greater assurance as to the probable Cost of the Work, the Owner shall engage an independent cost estimating consultant acceptable to the Architect, at the Owner's cost.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires requests and the Architect agrees to provide a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

~~§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as Additional Services, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. ~~If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions

of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. All claims and causes of action between the Owner and the Architect arising out of or related to this Agreement or the Work, whether based in contract, tort, warrant or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run no later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of insurance of final Certificate of Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed, and also in no event shall any claim or cause of action be brought more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar the same scope of waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, ~~unless if~~ the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant~~

to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.2.5 Omitted

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1—Termination Fee:~~

~~Termination fee shall be Zero Dollars (\$0).~~

~~.2—Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

~~Licensing fee shall be Zero Dollars (\$0).~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

§ 9.11 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination: Section 3.1.10, Article 7, Article 8, Article 10, and Article 12.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction in the form attached to this Agreement as Exhibit B.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Compensation shall be a stipulated sum as defined in attached Exhibit A plus reimbursable expenses not to exceed two thousand dollars and zero cents (\$2,000.00).

.2 Percentage Basis

(Insert percentage value)

~~— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

.3 Other

(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be based on the percentage of work completed of each phase at the time services are provided.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be based on the percentage of work completed of each phase at the time services are provided.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: (as defined within Exhibit A)

<u>Schematic Design Phase</u>	<u>Fifteen</u>	<u>percent (</u>	<u>15</u>	<u>%)</u>
<u>Design Development Phase</u>	<u>Thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Construction Documents Phase</u>	<u>Thirty</u>	<u>percent (</u>	<u>30</u>	<u>%)</u>
<u>Bidding/Negotiation Phase</u>	<u>Five</u>	<u>percent (</u>	<u>5</u>	<u>%)</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent (</u>	<u>20</u>	<u>%)</u>
<u>Total Basic Compensation</u>	<u>one hundred</u>	<u>percent (</u>	<u>100</u>	<u>%)</u>

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When ~~compensation is on a percentage basis and~~ any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate (\$0.00)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site-office expenses;
- .11 ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus ten percent (10%) of the expenses incurred.~~

§ 11.9 ARCHITECT'S INSURANCE. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 INITIAL PAYMENTS

§ 11.10.1.1 An initial payment of zero dollars and no cents (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ??? (\$???) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 PROGRESS PAYMENTS

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Owner acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various subjective, discretionary and / or possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment consistent with the degree of skill and care ordinarily exercised by architects currently practicing under similar circumstances to interpret applicable laws, rules, codes, ordinances and regulations, including accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

§ 12.2 Omitted

§ 12.3 Omitted

§ 12.4 If this Agreement is terminated, other than pursuant to Section 9.4, the license granted in Section 7.3 shall terminate and the Owner's obligations set forth in Section 7.3.1 and Section 9.7.2 shall govern.

§ 12.5 Omitted

§ 12.6 Omitted

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to, the terms of any purchase order, invoice, bid document, or proposal attached to the Agreement. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect as modified by RDG IA Inc and Owner
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
 - i. ~~AIA Document E203 dated ??? as modified by RDG Planning & Design, Inc. and Owner attached hereto and incorporated herein by this reference as Exhibit ?? to this AIA B101~~
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - [] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)
 - [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
 - i. Scope of Services attached hereto and incorporated herein by this reference as Exhibit A to this AIA B101
 - ii. Exhibit B omitted
 - iii. Standard Hourly Rate Schedule attached hereto and incorporated herein by this reference as Exhibit C to this AIA B101

- iv. Modified Site-Visit Protocol attached hereto and incorporated herein by this reference as Exhibit D to this AIA B101
 - v. City of Ankeny Insurance Requirements attached hereto and incorporated herein by this reference as Exhibit E to this AIA B101
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

NA

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)

Mark E. Holm

Mayor

(Printed name and title)

ARCHITECT



(Signature)

Scott Crawford, PLA, ASLA, LEED® AP

Principal

(Printed name and title)

March 7, 2022

**RE: Exhibit A – Scope of Services
Fourmile Creek and Tributary to Fourmile Creek Restoration – Segments B and E**

Project Description:

The project includes stream restoration work to address erosion and stream instability along Fourmile Creek and one of its tributaries, both of which are located between NE 47th and NE 54th Streets in Ankeny, Iowa. The project area is as indicated on a map included as Exhibit "A".

Project Roles:

RDG Planning & Design – Lead Firm, Project Management and Design

FYRA Engineering – WFPO Coordination, Hydraulic Modeling (if needed)

EOR – Environmental and Cultural Studies

Nilles Associates – Land Surveying

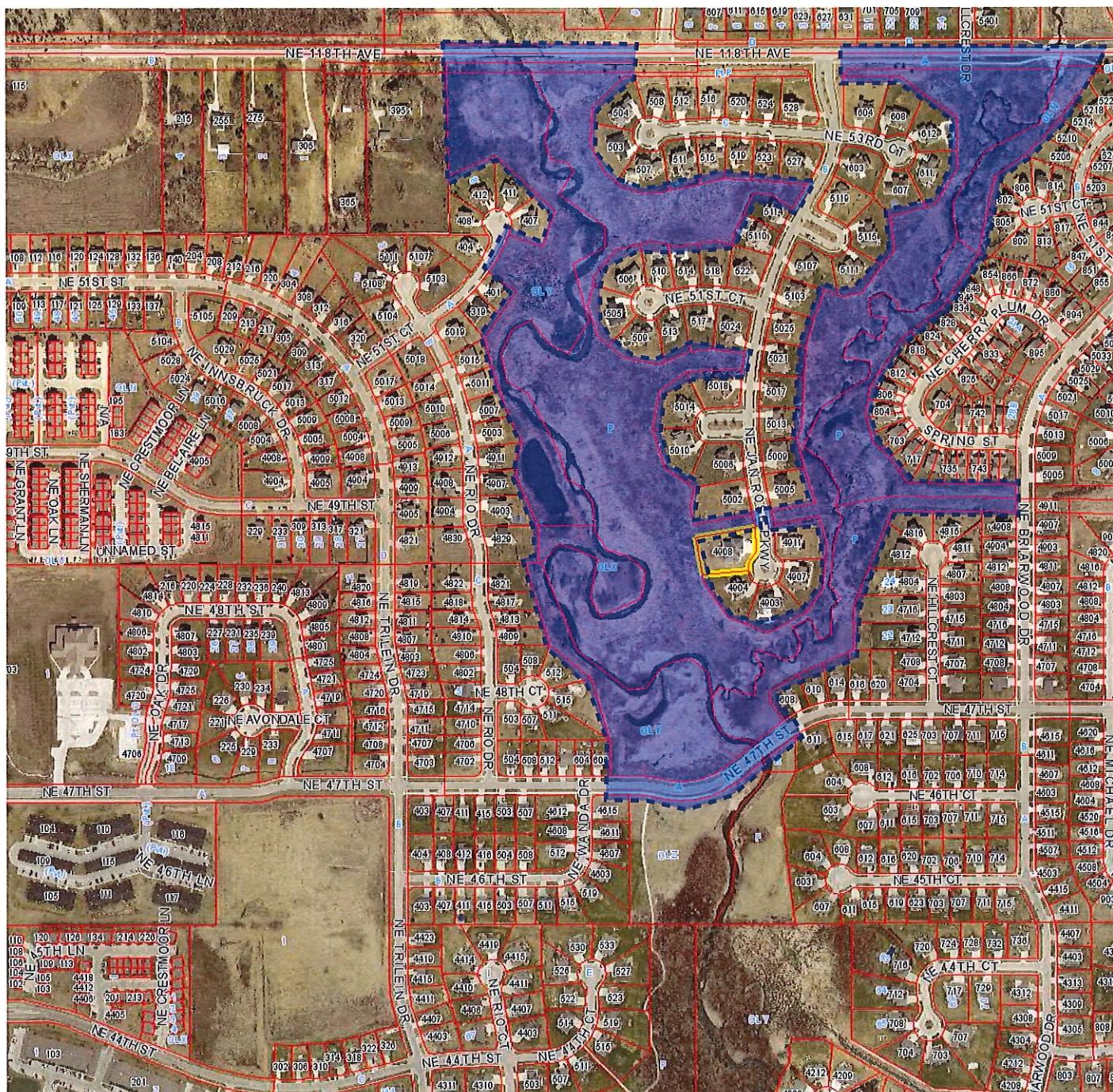
Scope Item I – Schematic Design and WFPO Coordination

The following items are included on developing a concept design plan for the stream restoration work associated with this project. Included within this item is coordination with Polk County and its consultant (FYRA) for integrating these projects into their WFPO (Watershed and Flood Protections Operations) program, so that the projects could be potentially be eligible for construction funding in future years through that program.

This scope items also includes the environmental studies required by the WFPO program to determine potential impacts. Those studies would also be included with submittals for final permit applications prior to construction (as part of Scope Item IV).

1. Kickoff meeting with the City
 - Kickoff and coordination meeting to define contacts, milestones and how the project will be coordinated between Ankeny and Polk County
2. Develop goals and purpose statement
 - RDG to provide FYRA with a statement that defines goals and purpose so FYRA can ensure fits within WFPO scope and requirements





3. Define eligible practice types
 - RDG coordination meeting with FYRA to discuss eligible practice types and how to define and set Areas of Potential Effects (APE) for permitting work.
4. Program types of practices that are proposed
 - RDG to send FYRA types of stabilization practices and/or structures (including NRCS practice codes) they are considering for design.
 - FYRA provide comments to RDG about practice types and any details consultant will need to develop.
 - Potentially a RDG / FYRA coordination meeting to resolve any questions.
5. First draft of APE for review
 - RDG to provide first draft of APE to FYRA and City for review.
 - FYRA to respond with comments for RDG
 - RDG completes APE
6. Environmental assessments required for WFPO, (also for use in final project permitting)
 - Wetlands, endangered species habitat
 - Stream delineation (as per Iowa Mitigation Method)
 - Cultural Resources
 - SVAP stream assessments
 - Shapefiles of delineated features and stream assessments provided to FYRA for review
7. Environmental Impacts must be defined, and Permitting Summary prepared for WFPO program requirements
 - Environmental Assessments – Reports from selected subconsultants for items noted above
 - Preliminary design quantities and draft plans
 - Coordination meeting
 - Permitting summary to FYRA
 - Initial coordination with IDNR, USACE
8. Provide comments on preliminary plans and quantities, related to WFPO requirements



9. Preliminary Design Plans (30% Construction Document Phase)

- Project types, quantities, and cost estimates to FYRA for inclusion into Plan (FYRA will provide unit costs for consistency across WFPO Plan projects)
- Preliminary design plans (30%)
- Any additional design details not already developed by FYRA (for example, stream structures not utilized by FYRA for other projects in the plan)

10. WFPO documentation

- Design documentation including designs, assumptions, overview of methodologies and site-specific information. Approximately 2-page length for each project site.
- Stability analysis calculations (if applicable) and supporting information and figures.
- APE figure
- Delineation figure
- Stream assessment summary

11. Potential additional coordination meetings dependent on NRCS comments, Consultant's final design schedule, and potentially permitting issues that may arise.



Scope Item II – Topographic and Boundary Survey

1. Topographic survey

- Survey to be limited to area shown in map included at the end of this Exhibit "A".
- The extent of the survey will be as necessary to establish the existing topography, and site utilities and fixtures. All work shall be done by or under the direct supervision of a Professional Land Surveyor licensed in the State of Iowa.
- Locate existing survey control points (if any) established within the project area. Existing control point with horizontal and or vertical datum information will be provided by the CLIENT. Establish additional control points (assume 5 total) within the project area, as necessary. The additional control points will be referenced to physical features.
- Locate a few boundary corner monuments; enough to establish approximate property lines. Not to be used for any land acquisitions.
- Locate existing topographic features within the project area. These items include buildings, trees, shrubs, landscaping, fences, retaining walls, signs, mailboxes, etc.
- Locate any driveways, sidewalks, and curb & gutter within the survey limits. The type of material that each of these items consists of shall be noted (e.g. concrete, asphalt, seal coat, gravel, etc.).
- Ground elevations will be taken at an appropriate spacing to establish critical ground elevations, break lines, slopes, grade transition locations, and drainage channels.
- Using the Iowa One Call system, request location flagging for all utilities. Public and private utility owners of record will be contacted to request current maps of facilities within the project area. The private utilities could include telephone, fiber-optics, electric, gas, cable television, etc. The public utility systems could include water mains and services, storm sewer systems, sanitary sewer systems, and fiber optic lines. Review maps provided by facility owners for consistency with field locates.
- Field survey the locations of private utilities and public utility systems that are visible, have been marked on the ground by the utility owner, This includes locating private utility appurtenances (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.) and public utility appurtenances (e.g. fire hydrants, water valves, water service stop boxes, utility accesses, intakes, sanitary sewer cleanouts, fiber-optic junction boxes, etc.). Storm sewer and sanitary sewer utility accesses and storm sewer intakes shall be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials. Excavating and potholing to expose buried utilities are not included in this Scope of Services.
- Provide a complete existing site base map in 2019 Civil 3D AutoCAD format with survey information and existing surface.
- A copy of the survey data shall be provided to the City.



Scope Item III – Design Development (60% Construction Document Phase)

1. River Restoration Toolbox Assessments
2. Use River Restoration Toolbox analysis to refine stream plan form and geometry of stabilization practices
3. Stakeholder Engagement Meeting #1 – Review Concept Plan with Neighbors. Show proposed location of practices, images of proposed stabilization techniques
4. Plan Set:
 - Cover Sheet
 - Placeholder for Bid Tab and Reference Note Sheets
 - Topo / Boundary Survey Sheets
 - Site Preparation Plan
 - Layout Plan
 - Grading and Utility Plan
 - Landscaping Plan
 - Placeholder for final SWPPP Plan Sheets
 - Preliminary Details
 - List of Required Specification Sections
5. Updated Engineer's Opinion of Probable Cost
6. Coordination meeting with IDNR, USACE to review updated design plans
7. Coordination with FYRA to make sure project is projected to meet WFPO requirements



ADDITIONAL SERVICES (Not currently included, but can be added through separate amendment):

Scope Item IV – Final Construction Documentation and Permitting Phase

1. Updated Final Plan Sets – Structured into Two Contracts (A) Major Site Work (B) Landscaping and Establishment

- Contract A
 - Cover Sheet
 - Bid Tab and Reference Note Sheets
 - Topo / Boundary Survey Sheets
 - Site Preparation Plan
 - Layout Plan
 - Grading and Utility Plan
 - Landscaping Plan
 - SWPPP Sheets
 - Detail Sheets
 - Project Manual
- Contract B
 - Cover Sheet
 - Bid Tab and Reference Note Sheets
 - Topo / Boundary Survey Sheets
 - Layout Plan (for reference only)
 - Landscaping Plan
 - SWPPP Sheets
 - Detail Sheets (primarily for reference only)
 - Project Manual



2. Stakeholder Engagement Meeting #2 – Review of Near Final Plans with Neighbors. Show details of proposed design. Discuss tree removals, access routes and review if any easements needed.
 - If easements are needed, need to add to scope through amendment to this agreement. Amendment to contract would include up to two meetings per property owner to discuss need for easement, preparing easement plat documents (by survey subconsultant), preparation of legal descriptions, delivery of support materials to City attorney for review, signature and recording.
 - Any negotiation of cost or legal acquisitions not included in this agreement.
3. Final pre permit submittal discussions with IDNR, USACE
4. Final permit applications prior to construction
 - Preparation of legal notices for NPDES Notice of Intent, application for coverage (includes fee to be paid as reimbursable expense)
 - Preparation of City COSESCO Permit
 - Preparation of IDNR / USACE Joint Permit Application
 - Coordination with regulatory agencies during review process
 - The scope of required floodplain modeling is not included, as the extent of such modeling is not known at this time. As the project develops, the need for such modeling will be discussed with IDNR Floodplain regulatory agency so that it can be completed prior to submitting joint permit application. The scope of such modeling can be covered by separate amendment to this agreement

Scope Item V – Bidding Phase

1. Define preferred method of plan distribution (with City input)
2. Post plans and specifications
3. Respond to Contractor Questions
4. Issue Addenda
5. Attend Bid Opening
6. Prepare Bid Tabulation Forms
7. Prepare Contract Forms for Contractor Signature

Scope Item VI – Construction Phase

Not included at this time but scope of work can be defined at a later date and included through separate amendment to this agreement.



Proposed Fees

1. Scope Item I:

• RDG Planning & Design – Preliminary Design (30%) Tasks and Project Management	\$ 49,500
• FYRA Engineering – WFPO Coordination	\$ 19,410
• EOR – Environmental Studies	\$ 14,705
Scope Item I Subtotal	\$ 83,615

2. Scope Item II:

• Nilles Associates – Topographic and Boundary Survey	\$ 70,000
Scope Item II Subtotal	\$ 70,000

3. Scope Item III:

• RDG Planning & Design – Design (60%) Tasks and Project Management	\$ 60,600
• FYRA Engineering – WFPO Coordination	\$ 7,155
Scope Item III Subtotal	\$ 67,755

Reimbursable Expenses	\$ 2,000
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- Printing, travel, permit fees (billed as incurred)

Project Totals	\$ 223,370
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Additional Services

(not included at this time, may be added through separate amendment)

4. Scope Item IV:

• RDG Planning & Design – Design Tasks, Permitting and Project Management	\$ 67,400
• FYRA Engineering – WFPO Coordination	\$ 7,155
Scope Item IV Subtotal	\$ 74,555

5. Scope Item V:

• RDG Planning & Design – Bidding Phase Tasks and Project Management	\$ 10,000
Scope Item V Subtotal	\$ 10,000



Effective January 1, 2022*

Standard Hourly Rate Schedule

Title	Rate/Hour
Principal	\$250.00
Principal	\$230.00
Principal Emeritus	\$250.00
Architect	\$160.00
Architect	\$130.00
Architect	\$115.00
Construction Administrator	\$175.00
Construction Administrator	\$145.00
Architectural Intern	\$130.00
Architectural Intern	\$120.00
Architectural Intern	\$110.00
Senior Architectural Staff	\$140.00
Architectural Technician	\$120.00
Architectural Technician	\$100.00
Urban Planner	\$135.00
Urban Planner	\$115.00
Urban Planner	\$95.00
Landscape Architect	\$185.00
Landscape Architect	\$165.00
Landscape Architect	\$155.00
Landscape Architect	\$135.00
Landscape Architect	\$130.00
Landscape Architect	\$115.00
Landscape Architectural Intern	\$100.00
Interior Designer	\$165.00
Interior Designer	\$135.00
Interior Designer	\$110.00
Interior Designer	\$90.00
Water Resource Engineer	\$210.00
Intern Water Resource Engineer	\$110.00
Lighting Designer	\$220.00
Lighting Designer	\$120.00
Engineering Technician	\$120.00
Artist	\$135.00
Artist	\$100.00
Artist	\$90.00
Multi Media – Graphic Designer	\$155.00
Multi Media – Graphic Designer	\$115.00
Multi Media – Graphic Designer	\$105.00
CGI and Video Specialist	\$130.00
Sustainability Strategist	\$150.00
Project Manager	\$165.00
Project Manager	\$120.00
Project Manager	\$95.00



Senior Project Manager	\$195.00
Studio Coordinator	\$95.00
Marketing Coordinator	\$135.00
Marketing Coordinator	\$110.00
Marketing Coordinator	\$90.00
Client Development Director	\$165.00
Digital Communications Manager	\$100.00
Communications Director	\$130.00
Administrative	\$105.00
Administrative	\$95.00
Administrative	\$90.00
Student Intern	\$70.00
Technology Director	\$230.00
Computation Designer	\$195.00

*Current hourly rates may be adjusted annually on January 1 of each year.



modified meeting protocol

Owner and Civil Engineer are dedicated and focused on protecting the safety of their employees and the public and following safe practices to slow the spread of the coronavirus (COVID-19) pandemic event. Owner and Civil Engineer acknowledge that the pandemic event has rendered certain obligations under the Agreement impossible and/or unsafe to perform. Therefore, while the present conditions exist and until otherwise mutually agreed in writing, Civil Engineer shall use commercially reasonable efforts to conduct all meetings virtually, via Zoom or other video program, instead of in-person.

City of Ankeny Insurance Requirements for Professional Services

1. _____ shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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. 1 to the Professional Services Agreement increasing the contract amount by \$222,600.00 with Short Elliot Hendrickson (SEH) Inc., for construction services on the S. Ankeny Blvd. Transmission Main Project.

EXECUTIVE SUMMARY:

SEH has completed the design of the S. Ankeny Blvd. Transmission Main Project and it has recently bid with award to Granite Excavating for installation of the 24" transmission main.

The Municipal Utilities Department proposes to continue using SEH 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.1 to the Professional Services Agreement. A copy of the original Professional Services agreement is attached for reference. The fee for the construction services for the S. Ankeny Blvd. Transmission Main Project is \$222,600.00. The original Professional Services Agreement for design engineering and bidding services was \$216,800.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract to \$439,400.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with SEH in the amount of \$222,600.00 for the S. Ankeny Blvd. Transmission Main 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. 1 to the Professional Services Agreement with SEH in the amount of \$222,600.00 for the S. Ankeny Blvd. Transmission Main Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement

**Amendment 1
to Agreement for Professional Services**

This Amendment 1 modifies the Agreement for Professional Services between City of Ankeny, Iowa ("Client"), and Short Elliott Hendrickson Inc. (SEH) ("Consultant"), dated February 7, 2022, for the project described below:

South Ankeny Boulevard Transmission Main: Construction Services

Client's Authorized Representative: Don Clark, Director of Municipal Utilities

Address: 1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Telephone: 515.963.3529 **email:** dclark@ankenyiowa.gov

Project Manager: Katie Kinsey, P.E. (Lic. IA, KS, MN, MO, NE, SD, VA, WI)

Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131

Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

I. MODIFICATIONS TO AGREEMENT FOR PROFESSIONAL SERVICES:

A. Change in Scope of Services:

1. Construction Administration Services:

- a. *Contract Administration:* Consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, Engineer will be compensated for administration, observations, and staking services based on established hourly rates and fixed expenses outlined in the Standard Hourly Rates.

- 1) *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 2) *Disagreements between Client and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to

Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 3) *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors.
 - 4) *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- b. *Pre-Construction Conference:* Arrange and conduct a Pre-Construction Conference to review the contract requirements, details of construction, utility conflicts, and work schedule prior to commencement of Work at the Site.
 - c. *Site Visits:* Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the on-site construction observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the on-site construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Client informed of the progress of the Work. Site observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP) which is the responsibility of the Client and the Contractor.
 - 1) Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - 2) *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - d. *Shop Drawings (Submittals) Review:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
 - 1) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
 - 2) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - e. *Change Orders/RFI's:* Recommend change orders and work change directives to Client, as appropriate, and prepare change orders and work change directives as required.
 - 1) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be

consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

- f. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. It will not be the responsibility of the Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- g. *Construction Meetings:* Arrange and conduct weekly project meetings with representatives of the Client and the Contractor to discuss the progress of the project, work that will be completed in the following week, and to facilitate open communications between the Client, Engineer and Contractor.
- h. *Council Meetings:* Attend City Council Meetings as necessary during the construction phase to provide an update on the project's progress, present change orders and payment requests, and answer questions from the Council.
- i. *Project Close-out:* Provide assistance to the Client in closing out the project.
 - 1) *Contractor's Completion Documents:* Receive, review, and transmit to Client maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - 2) *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor.
 - 3) *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- j. *Record Drawings:* This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Engineer shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Engineer shall provide the City with one (1) reproducible copy of the record drawings.
- k. *Deliverables:* Deliverables to the Client from the Engineer during the Construction Phase shall be as follows:
 - 1) Meeting minutes: One hard copy and one (1) electronic copy in .pdf format for each meeting held.
 - 2) Pay requests, change orders and other construction documents: One hard copy and one (1) electronic copy in .pdf format.
 - 3) Record Drawings: One hard copy and one (1) electronic copy in .pdf format. Drawings shall be in 11" x 17" size.

2. Construction Observation (RPR) Services – Part Time:

- a. *Office Preparation:* Complete necessary tasks in the office to prepare for providing on-site Resident Observation services.

- b. *Construction Observation:* Provide the services of an on-site construction observer (Resident Project Representative) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the on-site construction observer are as set forth in the Standard Terms and Conditions of the Agreement between the Engineer and the Client. The furnishing of such on-site construction observer's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in the Agreement as set forth in Exhibit B.

- 1) Observation will be part-time as construction progresses. Full-time observation will be provided during critical construction work as directed by the Client.
- 2) Observation does not include observation or administration of the Storm Water Pollution Prevention Plan (SWPPP), if any is required for the site, which is the responsibility of the Client and the Contractor.
- 3) RPR shall collect location and elevation data for all installed fittings, valves, hydrants, as well as bore ends and any other locations deemed necessary by the Client. Data will be collected with GPS equipment and recorded in the proper coordinate system and datum. Information will be displayed on record drawings.

3. Construction Survey (Staking) Services:

- a. *Office Preparation:* Complete necessary tasks in the office to process data for use in providing construction survey services.
- b. *Construction Staking:* Provide construction survey (staking) of the improvements as necessary for Contractor to proceed with their work. Staking will be one-time only. Re-staking of improvements due to Contractor's failure to protect stakes or negligence shall be provided at the Contractor's expense.

B. Compensation for Additional Services – Standard Hourly Rate Not to Exceed Method of Payment

1. Client shall pay Consultant for Additional Services items A.1 through A.3 as described above, as set forth in Exhibit A-1, excluding Printing and Distribution of Bidding Documents as follows:

Total Not-to-Exceed fee of \$222,500.00, based on the Consultant's standard hourly rates and expenses. The anticipated breakdown of the Total Not-to-Exceed Fee for engineering services is as follows:

Construction Administration Services	\$37,600.00
Construction Observation Services	\$179,500.00
Construction Survey (Staking) Services	<u>\$5,500.00</u>
Total Not-to-Exceed Fee	\$222,600.00

- 1) Consultant may alter the distribution of compensation between individual phases noted above to be consistent with services actually rendered, but shall not exceed the total Not-to-Exceed fee amount unless approved in writing by the Client
- 2) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
- 3) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

II. OTHER TERMS AND CONDITIONS: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short Elliott Hendrickson Inc.

City of Ankeny, Iowa

By: 
Katie Kinsey, PE
(Lic. IA, KS, MN, MO, NE, SD, VA, WI)
Title: Project Manager

By: _____
Title: _____

Exhibit A-1
to Amendment 1 for Agreement for Professional Services
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 6, 2023

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Amendment 1 for Agreement for Professional Services
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 6, 2023

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$175 - \$295
Project Manager	\$145 - \$260
Senior Project Specialist	\$140 - \$240
Project Specialist	\$105 - \$190
Senior Professional Engineer I	\$120 - \$195
Senior Professional Engineer II	\$145 - \$245
Professional Engineer	\$110 - \$180
Graduate Engineer	\$90 - \$150
Senior Architect	\$130 - \$230
Architect	\$115 - \$165
Graduate Architect	\$90 - \$120
Senior Landscape Architect	\$120 - \$185
Landscape Architect	\$100 - \$135
Graduate Landscape Architect	\$90 - \$110
Senior Scientist	\$135 - \$185
Scientist	\$95 - \$150
Graduate Scientist	\$85 - \$115
Senior Planner	\$135 - \$230
Planner	\$105 - \$165
Graduate Planner	\$95 - \$130
Senior GIS Analyst	\$115 - \$190
GIS Analyst	\$105 - \$130
Project Design Leader	\$125 - \$200
Lead Technician	\$110 - \$185
Senior Technician	\$95 - \$150
Technician	\$65 - \$125
Graphic Designer	\$95 - \$160
Administrative Professional	\$55 - \$140

Classification – Field Staff	Billable Rate ⁽¹⁾
Professional Land Surveyor	\$115 - \$175
Lead Resident Project Representative	\$100 - \$170
Sr. Project Representative	\$95 - \$150
Project Representative	\$80 - \$135
Survey Crew Chief	\$90 - \$150
Survey Instrument Operator	\$60 - \$105

⁽¹⁾ The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022



Building a Better World
for All of Us®

SHORT ELLIOTT HENDRICKSON INC.

ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2022

Vehicle Mileage Rates

Current IRS Rate

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + Current IRS Mileage Rate

Survey Equipment

Robotic Total Station\$30.00/hour

Global Positioning System (GPS).....\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	size	2"	3"	4"
	cost	3.20	5.60	7.24
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.



ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2022

Vehicle Mileage Rates

Current IRS Rate

Vehicle Allowance Costs

Resident Project Representative\$16.00/day

Survey and Field Vehicle \$4.50/hour + Current IRS Mileage Rate

Survey Equipment

Robotic Total Station\$30.00/hour

Global Positioning System (GPS)\$30.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$3.00/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore				
- up to 30"x42"			40.00	
- larger than 40"x60"			75.00	
3-Ring Binder	size	2"	3"	4"
	cost	3.20	5.60	7.24
Machine Folding				0.02
Binding				
- wire				3.60
- comb				3.20
Covers				
- custom				0.15
- blank				0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.



SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$175 - \$295
Project Manager	\$145 - \$260
Senior Project Specialist	\$140 - \$240
Project Specialist	\$105 - \$190
Senior Professional Engineer I	\$120 - \$195
Senior Professional Engineer II	\$145 - \$245
Professional Engineer	\$110 - \$180
Graduate Engineer	\$90 - \$150
Senior Architect	\$130 - \$230
Architect	\$115 - \$165
Graduate Architect	\$90 - \$120
Senior Landscape Architect	\$120 - \$185
Landscape Architect	\$100 - \$135
Graduate Landscape Architect	\$90 - \$110
Senior Scientist	\$135 - \$185
Scientist	\$95 - \$150
Graduate Scientist	\$85 - \$115
Senior Planner	\$135 - \$230
Planner	\$105 - \$165
Graduate Planner	\$95 - \$130
Senior GIS Analyst	\$115 - \$190
GIS Analyst	\$105 - \$130
Project Design Leader	\$125 - \$200
Lead Technician	\$110 - \$185
Senior Technician	\$95 - \$150
Technician	\$65 - \$125
Graphic Designer	\$95 - \$160
Administrative Professional	\$55 - \$140

Classification – Field Staff	Billable Rate ⁽¹⁾
Professional Land Surveyor	\$115 - \$175
Lead Resident Project Representative	\$100 - \$170
Sr. Project Representative	\$95 - \$150
Project Representative	\$80 - \$135
Survey Crew Chief	\$90 - \$150
Survey Instrument Operator	\$60 - \$105

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022



Building a Better World
for All of Us[®]

SHORT ELLIOTT HENDRICKSON INC.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-1
to Agreement for Professional Service
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 7th, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

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Short Elliott Hendrickson Inc.

By:



Katie Kinsey, P.E. (Lic. IA, NE)

Title:

Project Manager

City of Ankeny, Iowa

By:



Title:

Mark E. Holm, Mayor

schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.

2. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
3. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
4. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
5. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 - a. Environmental Assessment/NEPA Compliance Services
 - b. Wetland Assessment/Mitigation Services
 - c. Services associated with obtaining flood plain permitting

C. Payment: In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. Compensation for Basic Services – Standard Hourly Rate Not to Exceed Method of Payment

- a. Client shall pay Consultant for Basic Services items A.1 through A.4 as described above, as set forth in Exhibit A-1, excluding Printing and Distribution of Bidding Documents as follows:

Total Not-to-Exceed fee of \$216,800.00, based on the Consultant's standard hourly rates and expenses. The anticipated breakdown of the Total Not-to-Exceed Fee for engineering services is as follows:

Project Administration	\$8,700.00
Preliminary Design	\$123,600.00
Final Design	\$78,700.00
Bidding Services	<u>\$5,800.00</u>
Total Not-to-Exceed Fee	\$216,800.00

- i. Consultant may alter the distribution of compensation between individual phases noted above to be consistent with services actually rendered, but shall not exceed the total Not-to-Exceed fee amount unless approved in writing by the Client
- ii. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
- iii. Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

2. Compensation for Additional Services – Standard Hourly Rates Method of Payment

- a. Client shall pay Consultant for Additional Services described above, as set forth in Exhibit A-1 as follows:
 - 1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
 - 2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

- f. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.
 - 1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.
- g. *Deliverables*: Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:
 - 1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.
 - 2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size. *5 PLANS 2 SPECS*
 - 3) Minutes of meeting(s).

4. Bidding Services

After acceptance by Client of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences, if any.

- a. *Public Notice*: The Consultant shall assist the Client in preparing the formal Notice of Hearing and Letting. The Client shall be responsible for publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.
- b. *Distribute Bidding Documents*: The Consultant will post project on QuestCDN bidding site, which is where the planholders list will be maintained. Potential bidders can obtain hard copies of bid documents from Consultant at a cost of \$100 per set that will be refundable per Iowa law. Consultant will also post the Notice to Bidders on the Iowa League of Cities Classified website and the MasterBuilders of Iowa website per Iowa law.
- c. *Plan Clarification/Addenda*: Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.
- d. *Acceptability of Contractor/Subs*: Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. *Bid Opening/Bid Tabulation/Recommendation of Award*: Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- f. *Deliverables*: Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:
 - 1) Public Notice: One (1) hard copy and one (1) electronic copy in .pdf or .docx format.
 - 2) Addenda, if any: Same number and kind as Bid Documents.
 - 3) Bid tabulation and recommendation of award documents: One (1) hard copy and one (1) electronic copy in .pdf format.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services may include:

- 1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's

existing critical utilities that are potentially in conflict with the alignment of the proposed transmission main. This includes an estimate of fifteen (15) utility test holes.

- l. *Geotechnical Investigation*: The Consultant will perform the soils and materials testing for the soil investigation for the Project. This includes ten (10) soil borings approximately 600 feet apart spaced along the project, review of analysis of the soil borings, and presentation of the findings and recommendations in a report.
- m. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the preliminary design phase is one (1).
- n. *Field Review of Preliminary Drawings*: A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.
- o. *Revise Preliminary Design Documents*: Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.
- p. *Deliverables*: Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:
 - 1) Review copies of Preliminary Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.
 - 2) Minutes of meeting(s).

3. Final Design

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

- a. *Prepare Final Drawings*: Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- b. *Prepare Final Project Manual*: Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:
 - 1) Client provided front-end documents.
 - 2) Technical Specifications based on SUDAS with supplemental technical specifications.
- c. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Consultant shall provide assistance in obtaining the following permits:
 - 1) Iowa Department of Natural Resources (IDNR) Water Construction Permit (Included in Basic Services)
 - 2) Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 (Included in Basic Services)
 - 3) Iowa Department of Transportation (IDOT) permit(s) to complete work in IDOT right-of-way (Included in Basic Services)
- d. *Final Opinion of Probable Cost*: Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.
- e. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the final design phase is one (1).

monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per local datum.

- c. *Design Survey:* The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:
 - 1) *Topographic Survey:* Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.
 - 2) *Utility Surveys:* Perform utility surveys required for the development of the project. Contact utility owners of record or the "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.
 - 3) *Boundary Surveys:* Perform boundary surveys required for the development of the project by establishing existing right-of-way lines to facilitate design needs. This task also includes locating existing monuments in the field to graphically show the boundary on the preliminary drawings.
 - 4) *Office Processing:* Complete processing of the data obtained in the field as necessary to incorporate into the project.
- d. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.
- e. *Prepare Preliminary Project Manual:* Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:
 - 1) Client provided front-end documents.
 - 2) Technical Specifications based on SUDAS with supplemental technical specifications.
- f. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.
- g. *Permits Determination:* Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.
- h. *Furnish Preliminary Design Documents to Client:* Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.
- i. *Right-of-Way/Easements Determination:* Provide assistance in determining extents of additional Right-of-Way or easements that will be necessary for construction and maintenance of the project. The Consultant will prepare permanent easement(s) or fee title acquisition(s), and legal description(s) necessary to acquire necessary easements. This includes an estimate of one (1) permanent easement and legal description.
- j. *Utility Company Coordination:* The Consultant will conduct meeting(s) to coordinate with utility companies that have utilities in the project area to determine if any potential conflicts with existing utilities exist, and to determine if any measures will be necessary to relocate existing utilities or revise locations of proposed improvements. The Consultant will rely on maps and other information provided by utility companies and is not responsible for the accuracy of the information provided by the utility companies.
- k. *Subsurface Utility Exploration Test Holes:* The Consultant will provide subsurface utility exploration test holes using nondestructive digging equipment to establish the vertical and horizontal location of

Agreement for Professional Services

This Agreement is effective as of Feb. 7, 2022, between City of Ankeny, Iowa (Client) and Short Elliott Hendrickson Inc. (SEH) (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

South Ankeny Boulevard Transmission Main: Design and Bidding Services

Client's Authorized Representative: Don Clark, Director of Municipal Utilities

Address: 1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Telephone: 515.963.3529 **email:** dclark@ankenyiowa.gov

Project Manager: Katie Kinsey, P.E. (Lic. IA, NE)

Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131

Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

Project Description: The project shall consist of the installation of approximately 5,500 feet of 24" transmission main along S Ankeny Boulevard from SW Magazine Road south to SE Oralabor Road. This new transmission main is intended to improve the overall operation of the water distribution system by looping both connections from Des Moines Water Works and connecting all the water towers and the NW Booster Station with a redundant source of water, allowing the Client to have non-interrupted source water in case any pump stations or transmission mains are out of service.

Scope of Services: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Administration

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, invoicing and other important elements of the project.

- a. *Project Team Meetings:* Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and 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. The Consultant shall prepare minutes of meetings and keep documentation of other communications.
- b. *Quality Control Plan:* Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. Preliminary Design

- a. Review proposed new water main routes with Client prior to commencing subsequent work.
- b. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #11 in the amount of \$14,595.26 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 11 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: March 20, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: February 1, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	11,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	138,600.00	
Total completed and stored to date:	\$	134,639.38	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	134,639.38	
Less previous applications for payment:	\$	120,044.12	
SUBTOTAL	\$		14,595.26

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,595.26

Balance to finish, including retainage: \$ 3,960.62

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy S. Floy

Digitally signed by Andy S. Floy
Date: 2023.03.08
16:42:20 -06'00'

Firm Name

Signature Date

March 8, 2023

City of Ankeny Staff Approval:

Signature Date

Donald Clark

3/9/23

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

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

Date Printed: 3/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
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Previous Applications for Payment

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TOTAL \$ 120,044.12

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
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TOTAL \$ 11,500.00

Contract Time Remaining

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

Invoice

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

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

March 9, 2023

Project No: 0022A004.00

Invoice No: 82598

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 14,595.26

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through February 28, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	9.50	186.00	1,767.00	
Project Engineer III	3.50	169.00	591.50	
Project Engineer II	25.50	158.00	4,029.00	
Lead Technician	16.00	149.00	2,384.00	
Technician VI	4.00	141.00	564.00	
Technician III	9.00	114.00	1,026.00	
Technician II	9.00	100.00	900.00	
Project Administrator II	1.00	100.00	100.00	
Totals	77.50		11,361.50	
Total Labor				11,361.50

Subconsultants 2,062.80

Project Expenses 1,112.00

Miscellaneous Expenses 58.96

Billing Limits	Current	Prior	To-Date
Total Billings	14,595.26	120,044.12	134,639.38
Limit			138,600.00
Remaining			3,960.62

Total This Invoice USD 14,595.26



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #9 in the amount of \$16,170.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Elevated Storage Tank
Contractor: HDR Engineering, Inc.
Address: 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823
Finance Budget Code: 611.3611.4210 **Finance Project #** 611.4210
Vendor Project or Invoice #: 10345779 **PO #**
Original Contract Date: June 6, 2022 **Vendor #** 3452

Date of Council Meeting: March 20, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: January 29, 2023 Through: February 25, 2023

Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	462,000.00	
Total completed and stored to date:	\$	420,420.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	420,420.00	
Less previous applications for payment:	\$	404,250.00	
SUBTOTAL	\$		16,170.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,170.00

Balance to finish, including retainage: \$ 41,580.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: HDR Engineering, Inc.

Digitally signed by Don Clark
Location: Ames, Iowa
Contact Info: 515.280.4973
Date: 2023.03.05 16:28:09 -06'00'

Signature Date 3/3/2023

City of Ankeny Staff Approval:

Signature Date 3/7/23

Submit to: Don Clark, P.E.
E-mail: DClark@Ankenylowa.gov Phone: (515)963-3529 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	\$ 23,100.00
2	August 4, 2022	\$ 23,100.00
3	September 1, 2022	\$ 55,440.00
4	September 28, 2022	\$ 73,920.00
5	October 25, 2022	\$ 46,200.00
6	November 30, 2022	\$ 101,640.00
7	January 11, 2023	\$ 62,370.00
8	February 7, 2023	\$ 18,480.00
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TOTAL \$ 404,250.00

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Monthly Progress Report

Date: Thursday, March 02, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for January 2023

Activities of the Previous Months

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

- 1 – Team management and project control – Ongoing
 - 2 – Project planning – Completed
 - 3 – Project initiation meeting and site investigation visit – Completed
 - 4 – Background data – Completed
 - 5 – Monthly progress invoices – Ongoing
 - 6 – Monthly progress reports – Ongoing
 - 7 – Quality control activities – Ongoing
- Overall Task 1 – 85% Completed**

Task 2 – Survey

Overall Task 2 – 100% Completed

Task 3 – Geotechnical Investigation and Recommendations

Overall Task 3 – 100% Completed

Task 4.1 – Preliminary Design

Overall Task 4.1 – 100% Completed

Task 6 – Base Water Distribution System Modeling for EST Design

Overall Task 6 – 100% Completed

Task 4.2 – Final Design

- 1 – EST 100% design drawings – 95% Completed
 - 2 – Civil/Site 100% design drawings – 95% Completed
 - 3 – EST 100% specifications – 95% Completed
 - 4 – Civil/Site 100% specifications – 95% Completed
- The final deliverables have been completed and are under QC review.
- Overall Task 4.2 – 93% Completed**

Overall Project – 91% Completed



Planned Activities for the Next Month

Task 1 – Project Management

- 1 – Team management and project control – Ongoing
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

Task 4.2 – Final Design

- 5 – 100% design opinion of probable construction cost – Completed
- 6 – 100% design QC review – In progress
- 7 – 100% design submittal – To be completed
- 8 – 100% design review meeting – To be completed

Task 7 – Additional Water Distribution System Modeling and Updated CIP

- 1 – Updated model used to develop updated CIP – In progress
- 2 – Draft TM – To be completed
- 3 – Draft TM QC review – To be completed
- 4 – Draft TM submittal – To be completed
- 5 – Draft TM review meeting – To be completed

Meetings

Meetings Completed

- 6/9/22 Project Initiation Meeting and Site Investigation Visit
- 10/21/22 50% Design Documents and Task 6 TM Review Meeting
- 1/10/23 90% Design Documents meeting not held, comments discussed by phone.

Meetings Upcoming

- Mar 2023 100% Design Documents Review and DNR Construction Permit Submittal
- Mar 2023 Task 7 TM Review Meeting
- Mar 2023 Master Plan Review Meeting

Critical/Outstanding Issues None



Invoice

HDR Engineering, Inc.
Omaha, NE 68106
Phone: (402) 399-1000

Reference Invoice Number with Payment

HDR Invoice No. 1200504682
Invoice Date 6-Mar-2023
Invoice Amount Due \$16,170.00
Payment Terms Net 30

City of Ankeny
Don Clark, P.E.
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Remit to PO Box 74008202
Chicago, IL 60674-8202
Wire transfer to Bank of America ML US
ABA #081000032
Account# 355004076604

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services

From: 29-Jan-2023 To: 25-Feb-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	\$462,000.00	91.00%	\$420,420.00	\$404,250.00	\$16,170.00
	\$462,000.00		\$420,420.00	\$404,250.00	\$16,170.00

HDR Internal Reference Only

Client Number	18054
Cost Center	10134
Project Number	10345779



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of \$26,469.25 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: March 20, 2023 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: November 26, 2022 Through: January 27, 2023

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	817,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,024,400.00	
Total completed and stored to date:	\$	966,536.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	966,536.75	
Less previous applications for payment:	\$	940,067.50	
SUBTOTAL	\$		26,469.25

OTHER CHARGES (Attach an Itemized list)

CURRENT PAYMENT DUE \$ 26,469.25

Balance to finish, including retainage: \$ 57,863.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

March 3, 2023

City of Ankeny Staff Approval:

Signature

Date

3/3/2023

Submit to:

Amy Quartell, PE, City Engineer

E-mail:

aquartell@ankenyiowa.gov

Phone:

(515) 965-6448

Fax:

(515) 965-6448

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 PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	Project Management and Administration													
	Engineering	EA	1.00		1.00	\$ 1,279.00	\$ 1,279.00	1.00	\$ 1,279.00		1.00	\$ 1,279.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 5,655.00	\$ 5,655.00	1.00	\$ 5,655.00		1.00	\$ 5,655.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 599.00	\$ 599.00	1.00	\$ 599.00		1.00	\$ 599.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,522.50	\$ 2,522.50	1.00	\$ 2,522.50		1.00	\$ 2,522.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 5,684.32	\$ 5,684.32	1.00	\$ 5,684.32		1.00	\$ 5,684.32	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 10,847.72	\$ 10,847.72	1.00	\$ 10,847.72		1.00	\$ 10,847.72	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 4,684.75	\$ 4,684.75	1.00	\$ 4,684.75		1.00	\$ 4,684.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,959.00	\$ 3,959.00	1.00	\$ 3,959.00		1.00	\$ 3,959.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 4,503.00	\$ 4,503.00	1.00	\$ 4,503.00		1.00	\$ 4,503.00	0.00	100.00%
2.00	Stakeholder Coordination													
	Engineering	EA	1.00		1.00	\$ 1,856.00	\$ 1,856.00	1.00	\$ 1,856.00		1.00	\$ 1,856.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 330.00	\$ 330.00	1.00	\$ 330.00		1.00	\$ 330.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,415.00	\$ 1,415.00	1.00	\$ 1,415.00		1.00	\$ 1,415.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,795.00	\$ 1,795.00	1.00	\$ 1,795.00		1.00	\$ 1,795.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,520.00	\$ 2,520.00	1.00	\$ 2,520.00		1.00	\$ 2,520.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 640.00	\$ 640.00	1.00	\$ 640.00		1.00	\$ 640.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 225.00	\$ 225.00	1.00	\$ 225.00		1.00	\$ 225.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 192.50	\$ 192.50	1.00	\$ 192.50		1.00	\$ 192.50	0.00	100.00%
3.00	Utility Coordination													
	Engineering	EA	1.00		1.00	\$ 260.00	\$ 260.00	1.00	\$ 260.00		1.00	\$ 260.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 53.75	\$ 53.75	1.00	\$ 53.75		1.00	\$ 53.75	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,360.00	\$ 1,360.00	1.00	\$ 1,360.00		1.00	\$ 1,360.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,945.00	\$ 3,945.00	1.00	\$ 3,945.00		1.00	\$ 3,945.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,320.00	\$ 1,320.00	1.00	\$ 1,320.00		1.00	\$ 1,320.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 440.00	\$ 440.00	1.00	\$ 440.00		1.00	\$ 440.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,341.06	\$ 1,341.06	1.00	\$ 1,341.06		1.00	\$ 1,341.06	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 7,524.83	\$ 7,524.83	1.00	\$ 7,524.83		1.00	\$ 7,524.83	0.00	100.00%
4.00	Survey and Mapping													
	Engineering	EA	1.00		1.00	\$ 14,708.60	\$ 14,708.60	1.00	\$ 14,708.60		1.00	\$ 14,708.60	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 597.36	\$ 597.36	1.00	\$ 597.36		1.00	\$ 597.36	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,335.50	\$ 2,335.50	1.00	\$ 2,335.50		1.00	\$ 2,335.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 2,513.40	\$ 2,513.40	1.00	\$ 2,513.40		1.00	\$ 2,513.40	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 18.06	\$ 18.06	1.00	\$ 18.06		1.00	\$ 18.06	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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5.00	Functional Design													
	Engineering	EA	1.00		1.00	\$ 1,676.50	\$ 1,676.50	1.00	\$ 1,676.50		1.00	\$ 1,676.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 42,575.50	\$ 42,575.50	1.00	\$ 42,575.50		1.00	\$ 42,575.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 12,760.50	\$ 12,760.50	1.00	\$ 12,760.50		1.00	\$ 12,760.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,491.00	\$ 3,491.00	1.00	\$ 3,491.00		1.00	\$ 3,491.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.00	FINAL DESIGN													
	Engineering	EA	1.00		1.00	\$ 140.00	\$ 140.00	1.00	\$ 140.00		1.00	\$ 140.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 24,203.00	\$ 24,203.00	1.00	\$ 24,203.00		1.00	\$ 24,203.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 55,757.00	\$ 55,757.00	1.00	\$ 55,757.00		1.00	\$ 55,757.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ -	\$ -	1.00	\$ -		1.00	\$ -	0.00	100.00%
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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 966,536.75 PAY PERIOD = \$ 966,536.75

COMPLETED = \$ 966,536.75

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	\$ 17,924.10
2	July 19, 2021	\$ 50,683.86
3	August 16, 2021	\$ 16,218.75
4	September 20, 2021	\$ 32,991.50
5	November 1, 2021	\$ 69,694.72
6	December 20, 2021	\$ 176,402.47
7	February 7, 2022	\$ 71,838.02
8	March 7, 2022	\$ 41,650.56
9	May 2, 2022	\$ 153,782.31
10	June 6, 2022	\$ 24,295.65
11	August 15, 2022	\$ 18.06
12	August 1, 2022	\$ 90,425.37
13	October 3, 2022	\$ 68,305.36
14	November 7, 2022	\$ 44,786.13
15	January 3, 2023	\$ 81,050.64
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 940,067.50

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



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

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

February 24, 2023
Project No: 210361
Invoice No: 160676
Invoice Total: \$26,469.25

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

Professional Services Through January 27, 2023

Professional Personnel

	Hours	Amount	
Senior Professional	1.00	300.00	
Professional	5.25	1,050.00	
Field Personnel	81.00	8,910.00	
Admin Coordinator	1.50	178.50	
Corporate Admin	.50	63.50	
Totals	89.25	10,502.00	
Total Labor			10,502.00

Consultants

Nilles Associates			
12/22/2022	Nilles Associates	Construction Survey	13,168.65
Terracon Consultants, Inc.			
12/29/2022	Terracon Consultants, Inc.	Terracon	1,217.85
12/29/2022	Terracon Consultants, Inc.	Terracon	943.00
1/20/2023	Terracon Consultants, Inc.	Materials Testing	356.50
Total Consultants			15,686.00
			15,686.00

Unit Charges

Mileage 0.625		281.25	
Total Unit Charges		281.25	281.25

Billing Limits

	Current	Prior	To-Date
Total Billings	26,469.25	284,567.50	311,036.75
Limit			368,900.00
Remaining			57,863.25

Total this Invoice \$26,469.25



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

▷ HRGREEN.COM

March 1, 2023

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

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

Dear Amy:

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

Attached Invoice #	160676
Period covered by invoice	11/26/22 - 1/27/23
Amount this invoice	\$26,469.25
Total billings to date, including this invoice	\$311,036.75
Contract maximum fee	\$368,900
% of Contract billed to date	84.31%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Conducted Weekly Progress Meetings
- Provided coordination and support for utility relocations
- Project visits and reviews by Engineer
- Project management

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #7 in the amount of \$1,687.50 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 #7

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: March 20, 2023 PAYMENT REQUEST # 7
PAYMENT PERIOD: From: December 31, 2022 Through: January 27, 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:	\$	22,230.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	22,230.00	
Less previous applications for payment:	\$	20,542.50	
SUBTOTAL	\$	1,687.50	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	1,687.50	

Balance to finish, including retainage: \$ 8,727.40

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 1, 2023

City of Ankeny Staff Approval: Leslie Hart
Signature Date
3/16/23

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	\$ 380.00	\$ 380.00	1.00	\$ 380.00		1.00	\$ 380.00	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%
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%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					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%
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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%
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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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7.00	PRE-LETTING SUPPORT													

[illegible]

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
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 20,542.50

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



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

February 24, 2023
Project No: 220761
Invoice No: 160643
Invoice Total: \$1,687.50

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

Professional Services Through January 27, 2023

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount	
Admin Coordinator	.50	63.50	
Corporate Admin	.50	63.50	
Totals	1.00	127.00	
Total Labor			127.00
Total this Phase			\$127.00

Phase 3.0 Utility Coordination

Professional Personnel

	Hours	Amount	
Professional	1.25	262.50	
Totals	1.25	262.50	
Total Labor			262.50
Total this Phase			\$262.50

Phase 4.0 Final Plans

Professional Personnel

	Hours	Amount	
Professional	.25	52.50	
Admin Coordinator	.50	53.00	
Totals	.75	105.50	
Total Labor			105.50
Total this Phase			\$105.50

Phase 5.0 Front End Documents

Professional Personnel

	Hours	Amount	
Professional	4.25	892.50	
Totals	4.25	892.50	
Total Labor			892.50
Total this Phase			\$892.50

Phase 6.0 Permitting

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

Project	220761	Ankeny, IA - State Street Fiber Optic Ca	Invoice	160643
---------	--------	--	---------	--------

Professional Personnel

		Hours	Amount	
Professional		1.50	300.00	
	Totals	1.50	300.00	
	Total Labor			300.00
		Total this Phase		\$300.00
Billing Limits	Current	Prior	To-Date	
Total Billings	1,687.50	20,542.50	22,230.00	
Limit			30,957.40	
Remaining			8,727.40	
		Total this Invoice		<u>\$1,687.50</u>



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

▷ HRGREEN.COM

March 3, 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 #	160643
Period covered by invoice	12/31/22 – 1/27/23
Amount this invoice	\$1,687.50
Total billings to date, including this invoice	\$22,230.00
Contract maximum fee	\$30,957.40
% of Contract billed to date	71.81%

Summary of services during this billing period:

- Coordination with Paul Mahoney (Ankeny School District)
- Coordination with Leslie and Tom
- Coordination with Northern Natural Gas
- Assistance with project bidding/award

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.



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #9 in the amount of \$6,744.00 to McAninch Corporation, for construction services on the Irvinedale Drive Water Main Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Irvinedale Drive Transmission Main - Phase 3
Contractor: McAninch Corporation
Address: 4001 Delaware Ave., Des Moines, Ia 50313
Finance Budget Code: 623.3623.4450 Finance Project #: 623.4450
Vendor Project or Invoice #: _____ PO #: _____
Original Contract Date: February 1, 2021 Vendor #: 313

Date of Council Meeting: March 20, 2023 PAYMENT REQUEST # 9
PAYMENT PERIOD: From: March 22, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	<u>1,379,870.00</u>	
Net change by Change Orders:	\$	<u>137,494.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>1,517,364.00</u>
Total completed and stored to date:	\$	<u>1,495,222.05</u>	
Retainage: <u>5</u> % of Completed Work:	\$	<u>74,761.10</u>	
Total Earned less Retainage:	\$		<u>1,420,460.95</u>
Less previous applications for payment:	\$		<u>1,413,716.95</u>
SUBTOTAL			<u>\$ 6,744.00</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,744.00

Balance to finish, including retainage: \$ 96,903.05

Contract Time Remaining (If applicable) 30.0 Working Days

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

Construction Contractor Approval: McAninch Corporation
Edward J. O'Grady Firm Name
Signature Date 3/13/2023

Engineer / Consultant Approval: McClure Engineering Company
Cliff Firm Name
Signature Date 3/13/23

City of Ankeny Staff Approval:
Donald Clark
Signature Date 3/13/23

Submit to: Don Clark, PE - Director of Municipal Utilities
E-mail: Dclark@AnkenyIowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	\$ 12,236.00
2	August 16, 2021	\$ 277,611.43
3	September 7, 2021	\$ 365,890.00
4	October 4, 2021	\$ 185,393.35
5	November 15, 2021	\$ 47,026.71
6	December 6, 2021	\$ 180.12
7	March 7, 2022	\$ 294,625.69
8	April 4, 2022	\$ 230,753.65
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,413,716.95

Record of Change Orders

No.	Date	Amount
1	October 4, 2021	\$ 34,148.00
2	December 6, 2021	\$ 860.00
3	February 7, 2022	\$ 100,986.00
4	March 20, 2023	\$ 1,500.00
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CHANGE ORDER TOTAL = \$ 137,494.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 1, 2021
Original Contract Time:	110.0
Added by Change Order:	0.0
Contract Time to Date:	110.0
Time Used to Date:	80.0
Contract Time Remaining:	30.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QTY	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	CLEARING AND GRUBBING	UNITS	140.00		140.00	\$ 92.00	\$ 12,880.00		\$ -	140.00	140.00	\$ 12,880.00	0.00	100.00%
2	TOPSOIL, ON-SITE	CY	1,116.00		1,116.00	\$ 30.00	\$ 33,480.00		\$ -	1,116.00	1,116.00	\$ 33,480.00	0.00	100.00%
3	REMOVAL OF WATER MAIN, LESS THAN OR EQUAL TO 24"	LF	21.00		21.00	\$ 62.00	\$ 1,302.00		\$ -	21.00	21.00	\$ 1,302.00	0.00	100.00%
4	TRENCH FOUNDATION	TON	550.00		550.00	\$ 28.00	\$ 15,400.00		\$ -	0.00	0.00	\$ -	550.00	0.00%
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	350.00		350.00	\$ 15.00	\$ 5,250.00		\$ -	0.00	0.00	\$ -	350.00	0.00%
6	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, GASKETED, 15 IN. DIA.	LF	54.00		54.00	\$ 144.00	\$ 7,776.00		\$ -	54.00	54.00	\$ 7,776.00	0.00	100.00%
7	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, GASKETED, 24 IN. DIA.	LF	24.00		24.00	\$ 213.00	\$ 5,112.00		\$ -	24.00	24.00	\$ 5,112.00	0.00	100.00%
8	REMOVAL OF STORM SEWER CULVERTS, LESS THAN OR EQUAL TO 30 IN. DIA.	LF	165.00		165.00	\$ 38.00	\$ 6,270.00		\$ -	127.00	127.00	\$ 4,826.00	38.00	76.97%
9	STORM SEWER CULVERT, TRENCHED, PVC, 18 IN. DIA.	LF	60.00		60.00	\$ 115.00	\$ 6,900.00		\$ -	100.00	100.00	\$ 11,500.00	(40.00)	166.67%
10	SOTM SEWER CULVERT, TRENCHED, CMP, 30 IN. DIA.	LF	24.00		24.00	\$ 206.00	\$ 4,944.00		\$ -	0.00	0.00	\$ -	24.00	0.00%
11	PIPE APRON, METAL, 18 IN.	EA	2.00		2.00	\$ 751.00	\$ 1,502.00		\$ -	4.00	4.00	\$ 3,004.00	(2.00)	200.00%
12	PIPE APRON, METAL, 30 IN.	EA	2.00		2.00	\$ 836.00	\$ 1,672.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
13	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	3,363.00		3,363.00	\$ 127.00	\$ 426,991.00		\$ -	3,363.00	3,363.00	\$ 427,101.00	(110.00)	100.00%
14	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	1,208.00		1,208.00	\$ 215.00	\$ 259,720.00		\$ -	1,151.00	1,151.00	\$ 247,465.00	57.00	95.28%
15	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 12 IN.	LF	21.00		21.00	\$ 176.00	\$ 3,696.00		\$ -	20.00	20.00	\$ 3,520.00	1.00	95.24%
16	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 16 IN.	LF	71.00		71.00	\$ 154.00	\$ 10,934.00		\$ -	68.00	68.00	\$ 10,472.00	3.00	95.77%
17	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	280.00	(68.00)	214.00	\$ 451.00	\$ 96,514.00		\$ -	214.00	214.00	\$ 96,514.00	0.00	100.00%
18	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING	LF	68.00		68.00	\$ 1,007.00	\$ 68,476.00		\$ -	68.00	68.00	\$ 68,476.00	0.00	100.00%
19	FITTINGS BY WEIGHT, DUCTILE IRON PIPE	LB	11,370.00		11,370.00	\$ 6.00	\$ 68,220.00		\$ -	8768.00	8,768.00	\$ 52,734.00	2,551.00	77.30%
20	VALVE, GATE, DIP, 24 IN.	EA	2.00		2.00	\$ 18,700.00	\$ 37,400.00		\$ -	2.00	2.00	\$ 37,400.00	0.00	100.00%
21	VALVE, GATE, DIP, 16 IN.	EA	2.00		2.00	\$ 6,340.00	\$ 12,680.00		\$ -	2.00	2.00	\$ 12,680.00	0.00	100.00%
22	FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	\$ 4,660.00	\$ 13,980.00		\$ -	3.00	3.00	\$ 13,980.00	0.00	100.00%
23	REMOVE AND RELOCATE FIRE HYDRANT ASSEMBLY	EA	3.00		3.00	\$ 1,855.00	\$ 5,565.00		\$ -	3.00	3.00	\$ 5,565.00	0.00	100.00%
24	CURB & GUTTER, PORTLAND CEMENT CONCRETE, 30 IN. WIDE, 8 INCH THICK	LF	26.00		26.00	\$ 65.00	\$ 1,690.00		\$ -	59.00	59.00	\$ 3,835.00	(33.00)	226.92%
25	REMOVAL OF DRIVEWAY	SY	112.00		112.00	\$ 32.00	\$ 3,584.00		\$ -	228.00	228.00	\$ 7,296.00	(116.00)	203.57%
26	REMOVAL OF SHARED-USE PATH/SIDEWALK	SY	327.00	64.00	391.00	\$ 14.00	\$ 5,474.00		\$ -	559.60	559.60	\$ 7,834.40	(168.40)	143.12%
27	SHARED-USE PATH, PCC, 5 IN.	SY	270.00	64.00	334.00	\$ 68.00	\$ 22,712.00		\$ -	456.40	456.40	\$ 33,075.20	(152.40)	145.63%
28	SIDEWALK, PCC, 4 IN.	SY	27.00		27.00	\$ 78.00	\$ 2,106.00		\$ -	11.00	11.00	\$ 858.00	16.00	40.74%
29	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$ 70.00	\$ 3,710.00		\$ -	113.60	113.60	\$ 7,952.00	(60.60)	214.34%
30	DETECTABLE WARNINGS	SF	54.00		54.00	\$ 59.00	\$ 3,186.00		\$ -	76.00	76.00	\$ 4,434.00	(22.00)	140.74%
31	DRIVEWAY, HMA, 8 IN.	SY	109.00		109.00	\$ 71.00	\$ 7,739.00		\$ -	130.40	130.40	\$ 9,256.40	(21.40)	119.63%
32	GRANULAR SURFACING ON DRIVEWAY, CLASS A CRUSHED STONE, 6 IN.	SY	55.00		55.00	\$ 23.00	\$ 1,265.00		\$ -	123.00	123.00	\$ 3,567.00	(28.00)	128.47%
33	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE III	EA	6.00		6.00	\$ 2,130.00	\$ 12,780.00		\$ -	6.00	6.00	\$ 12,780.00	0.00	100.00%
34	PRECAST CONCRETE COMPOSITE HANDHOLE, TYPE IV	EA	3.00		3.00	\$ 2,450.00	\$ 7,350.00		\$ -	3.00	3.00	\$ 7,350.00	0.00	100.00%
35	FIBER CONDUIT, TRENCHED, 2 IN., HDPE SDR 13.5	LF	5,751.00		5,751.00	\$ 5.00	\$ 28,755.00		\$ -	5,691.00	5,691.00	\$ 28,455.00	60.00	98.96%
36	FIBER CONDUIT, TRENCHLESS, 2 IN., HDPE SDR 13.5	LF	518.00		518.00	\$ 5.00	\$ 2,590.00		\$ -	518.00	518.00	\$ 2,590.00	0.00	100.00%
37	TEMPORARY TRAFFIC CONTROL	LS	1.00	0.32	1.32	\$ 12,200.00	\$ 16,060.00		\$ -	1.32	1.32	\$ 16,060.00	0.00	100.00%
38	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 4) URBAN	AC	2.25		2.25	\$ 765.00	\$ 1,721.25		\$ -	0.60	0.60	\$ 610.00	1.45	35.56%
39	TEMPORARY SEEDING AND MULCHING, CONVENTIONAL, (TYPE 5) RURAL	AC	1.05		1.05	\$ 765.00	\$ 803.25		\$ -	0.00	0.00	\$ -	1.05	0.00%
40	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 1) URBAN	AC	2.25		2.25	\$ 3,315.00	\$ 7,458.75	1.33	\$ 4,408.55	4.58	6.32	\$ 20,950.80	(4.07)	280.85%
41	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING, (TYPE 2) RURAL	AC	1.05		1.05	\$ 3,060.00	\$ 3,213.00		\$ -	0.00	0.00	\$ -	1.05	0.00%
42	FILTER SOCKS/WATTLES, 12 IN. DIA.	LF	170.00		170.00	\$ 3.00	\$ 510.00	60.00	\$ 180.00	930.00	930.00	\$ 2,970.00	(820.00)	582.35%
43	FILTER SOCKS/WATTLES, REMOVAL	LF	170.00		170.00	\$ 1.00	\$ 170.00	550.00	\$ 550.00	550.00	550.00	\$ 550.00	(410.00)	341.18%
44	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP), TYPE 2.D	SY	955.00		955.00	\$ 1.50	\$ 1,432.50		\$ -	2,556.00	2,556.00	\$ 3,834.00	(1,561.00)	256.83%
45	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	3,200.00		3,200.00	\$ 1.50	\$ 4,800.00		\$ -	0.00	0.00	\$ -	3,200.00	0.00%
46	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	3,200.00		3,200.00	\$ 0.05	\$ 160.00		\$ -	0.00	0.00	\$ -	3,200.00	0.00%
47	MOBILIZATION	LS	1.00		1.00	\$ 71,226.25	\$ 71,226.25		\$ -	1.00	1.00	\$ 71,226.25	0.00	100.00%
48	CONCRETE WASHOUT ROLL OFF	LS	1.00		1.00	\$ 408.00	\$ 408.00		\$ -	1.00	1.00	\$ 408.00	0.00	100.00%
49	CONNECT TO EXISTING STORM SEWER	EA	4.00		4.00	\$ 1,004.00	\$ 4,016.00		\$ -	2.00	2.00	\$ 2,008.00	2.00	50.00%
50	CONNECT TO EXISTING WATER MAIN	EA	5.00		5.00	\$ 5,560.00	\$ 27,800.00		\$ -	5.00	5.00	\$ 27,800.00	0.00	100.00%
51	TEMPORARY WATER SERVICE CONNECTION	EA	1.00		1.00	\$ 5,370.00	\$ 5,370.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
52	DEWATERING	LS	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
53	MATERIAL PROCUREMENT, 24-IN PVC - MAY 2021	LS	1.00		1.00	\$ 14,850.00	\$ 14,850.00		\$ -	1.00	1.00	\$ 14,850.00	0.00	100.00%
54	PAVEMENT, PCC, 6 IN	SY	75.00		75.00	\$ 136.00	\$ 10,200.00		\$ -	75.00	75.00	\$ 10,200.00	0.00	100.00%
55	STORM INTAKE BASKETS	EA	4.00		4.00	\$ 215.00	\$ 860.00	2.00	\$ 430.00	4.00	6.00	\$ 1,290.00	(2.00)	150.00%
56	WATER MAIN TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING - JANUARY 2022	LF	68.00		68.00	\$ 1,072.00	\$ 70,752.00		\$ -	68.00	68.00	\$ 72,896.00	(2.00)	103.03%
57	MATERIAL PROCUREMENT, 24-IN PVC - JANUARY 2022	LS	1.00		1.00	\$ 60,000.00	\$ 60,000.00		\$ -	1.00	1.00	\$ 60,000.00	0.00	100.00%
58	RECP STRAW BLANKET	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	0.00	1.00	\$ 1,500.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,617,364.00 PAY PERIOD = \$ 7,038.55

COMPLETED = \$1,455,222.05

98.54%



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 \$55,396.27 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: 03/20/2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: December 14, 2022 Through: February 25, 2023

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	440,396.27	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	440,396.27	
Less previous applications for payment:	\$	385,000.00	
SUBTOTAL	\$	55,396.27	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	55,396.27	

Balance to finish, including retainage: \$ 339,903.73

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@Ankenylowa.gov

Phone:

(515) 963-3536

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 385,000.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Please update Payment Application Sheet

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

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

March 02, 2023
Project No: 0000211008-010
Invoice No: 144260
Due Date: April 01, 2023

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

Professional Services from January 29, 2023 to February 25, 2023

Phase	500	Final Design
Task	501	Final Design and Plans

	Hours	Rate	Amount	
Engineer I	51.00	125.00	6,375.00	
Engineer II	35.50	155.00	5,502.50	
Engineering Technician III	14.00	175.00	2,450.00	
Engineer III	39.00	185.00	7,215.00	
Engineer IV	13.00	285.00	3,705.00	
Project Manager II	10.00	230.00	2,300.00	
Totals	162.50		27,547.50	
Total Labor				27,547.50
		Total this Task		\$27,547.50
		Total this Phase		\$27,547.50

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager I	4.00	185.00	740.00	
Engineer I	20.50	125.00	2,562.50	
Engineer II	22.00	155.00	3,410.00	
Project Manager II	15.00	205.00	3,075.00	
Project Manager III	6.50	230.00	1,495.00	
Engineer III	25.50	185.00	4,717.50	
Project Manager II	1.00	230.00	230.00	
Totals	94.50		16,230.00	
Total Labor				16,230.00

Mileage (.655/.50 p/mile)			11.98
		Total this Task	\$16,241.98

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

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	144260
Engineering Technician II		26.00	135.00	3,510.00
Totals		31.00		4,085.00
Total Labor				4,085.00
			Total this Task	\$4,085.00
			Total this Phase	\$4,085.00

Phase	950	Subconsultants and Fees	-----	
Task	970	Reimbursable Permit and Publication Fees	-----	
Reimbursable Expenses				
Out-Of-Pocket Expenses			1,317.79	
Total Reimbursables			1,317.79	1,317.79
			Total this Task	\$1,317.79
			Total this Phase	\$1,317.79
		Current	Prior	To-Date
Total Billings		55,396.27	385,000.00	440,396.27
Contract Limit (not-to-exceed)				780,300.00
Contract Limit Remaining				339,903.73
			Total Due this Invoice	\$55,396.27

March 3, 2022



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

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 11
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the eleventh progress report for the above referenced project and covers work through February 25, 2022. Work related to this project through this period includes additional services completed during the design phase that were outside of the original scope, including water main design and permit application, fiber optics design, review of additional utilities, Prairie Ridge Sports Complex sign foundation design, additional plats, and additional topographic survey and design due to minor changes of the project limits. Additionally, work during this period includes construction staking, shop drawing review, preconstruction meeting preparations, utility coordination with review and approval of utility relocation plans, revisions to the lighting design per the request, and project administration.

A preconstruction meeting was held on March 2, 2023 with construction expected to begin on March 27, 2023, including the closure of NW 18th Street from NW Ash Drive to NW Briargate Drive. Utilities are continuously relocating and are expected to have most of the relocations completed prior to the beginning of construction.

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

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$6,550.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Uptown Parking Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 975.3975.4210 **Finance Project #** 975.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: 07/18/2022 **Vendor #** 6447

Date of Council Meeting: March 21, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: December 11, 2022 Through: March 10, 2023

Contract Summary

Original Contract Amount:	\$ 41,710.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 41,710.00	
Total completed and stored to date:	\$ 33,260.00	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 33,260.00	
Less previous applications for payment:	\$ 26,710.00	
SUBTOTAL		\$ 6,550.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,550.00

Balance to finish, including retainage: \$ 8,450.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable
Firm Name

Engineer / Consultant Approval: MSA Professional Services, Inc.
Signature: *Nichole Sengren* Date: 03/09/2023
Firm Name

City of Ankeny Staff Approval:
Signature: *Leslie Hart* Date: 3/9/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: LHart@ankenyiowa.gov **Phone:** (515) 963-3548 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 3, 2023	\$ 26,710.00
2		
3		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
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TOTAL \$ 26,710.00

Record of Change Orders

No.	Date	Amount
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25		

TOTAL \$ -

Contract Time Remaining

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



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

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

www.msa-ps.com

March 9, 2023

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

Re: Uptown Parking Improvements
Project # 09085056

Dear Ms. Hart:

Please find attached the Engineering Invoice #2 for work completed between December 11, 2022 and March 4, 2022. Please refer to the attached Project Update for a summary of the work completed to date. MSA is in the processing of preparing the final plans for Area I.

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

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is fluid and cursive, with the first name "Nichole" and last name "Sungren" clearly legible.

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

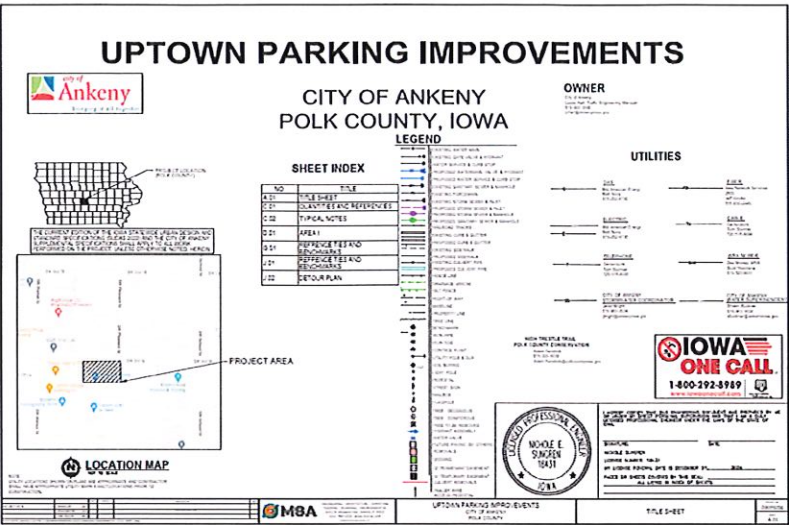
CONTACT INFORMATION:

Nichole Sungren
Phone: (515) 964-1920
nsungren@msa-ps.com

DATE:
March 10, 2023

PROJECT NUMBER:
City of Ankeny:
STR-21-006

MSA:
09085056



TASK 1: SURVEY/MAPPING

Task 1: 100% Complete

This task is complete.

TASK 2: CONCEPTUAL DESIGN

Task 2: 100% Complete

This task is complete.

TASK 3: PRELIMINARY DESIGN

Task 3: 100% Complete

This task is complete.

TASK 4: FINAL DESIGN

Task 4: 100% Complete

MSA is in the process of preparing final plans for Area I based on City review comments received on 02/10/2023.

TASK 5: COMPETITIVE QUOTATION

Task 5: 0% Complete

No work has started on this task.

PROJECT UPDATE

TASK 6: PROJECT ADMINISTRATION

Task 6: 60% Complete

MSA has coordinated with the City on project timeline and deliverable, reviewed City comments, and performed internal meetings to discuss City comments.



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

INVOICE

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

For questions, contact: (800) 362-4505

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

March 9, 2023

Invoice No: R09085056.0 - 2

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

AMOUNT DUE THIS INVOICE: \$6,550.00

Project R09085056.0 Ankeny 2022 Uptown Parking Improvements
Professional Services from December 11, 2022 to March 4, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	6,200.00	100.00	6,200.00	6,200.00	0.00
Conceptual Design	11,460.00	100.00	11,460.00	11,460.00	0.00
Preliminary Design	9,050.00	100.00	9,050.00	9,050.00	0.00
Final Design	7,100.00	50.00	3,550.00	0.00	3,550.00
Competitive Quotation	2,900.00	0.00	0.00	0.00	0.00
Project Admin	5,000.00	60.00	3,000.00	0.00	3,000.00
Total Fee	41,710.00		33,260.00	26,710.00	6,550.00
Total Fee					6,550.00
AMOUNT DUE THIS INVOICE:					<u><u>\$6,550.00</u></u>

For ACH notification, remit to:

ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

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



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$1,112.50 to Nilles Associates, Inc., for engineering services on the SW DSM Street Park - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3 (Final)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Parks Phase 1
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny IA 50023
Finance Budget Code: 897.2897.420 Finance Project Code: 897.2897
Vendor Project or Invoice #: 21233.03 PO #:
Original Contract Date: December 20, 2021 Vendor #: 3164

Date of Council Meeting March 20, 2023 PAYMENT REQUEST # 3
PAYMENT PERIOD: From: 08/01/22 through: 12/31/22

Contract Summary

Original Contract Amount:	\$	<u>48,500.00</u>	
Net change by Change Orders:			
Contract Amount to Date: (line 1 ± 2)	\$	<u>48,500.00</u>	
Total completed and stored to date:	\$	<u>48,500.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>48,500.00</u>	
Less previous applications for payment:	\$	<u>47,387.50</u>	
SUBTOTAL	\$		<u>1,112.50</u>

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 1,112.50

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) -

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

Engineer/Consultant Approval: Nilles Associates, Inc.
Firm Name

[Signature]
Signature

3/04/2023
Date

City of Ankeny Staff Approval

[Signature]
Signature

3/16/23
Date

Submit to: Nick Lenox, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

Email: NLenox@AnkenyIowa.gov Phone: 515-963-3576 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/18/2022	\$ 36,292.50
2	9/6/2022	\$ 11,095.00
3		
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TOTAL \$ 47,387.50

#	Date	Amount
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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	December 20, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #19 in the amount of \$107,890.47 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Company, Inc.
Address: 110 E Main PO BOX 99 Ossian, IA 52161
Finance Budget Code: 970.3970.4451 **Finance Project Code:** 970.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 15, 2020 **Vendor #** 6038

Date of Council Meeting: March 20, 2023

PAY REQUEST # 19

PAYMENT PERIOD From: January 01, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount: \$ 5,156,005.75
Net change by Change Orders: \$ 65,576.00
Contract Amount to Date: (line 1 ± 2) \$ 5,221,581.75

Total completed and stored to date: \$ 5,096,843.30
Retainage: 0% of Completed Work: \$ 30,000.00 (\$30,000.00 max)
Total Earned less Retainage: \$ 5,066,843.30
Less previous applications for payment: \$ 4,958,952.83
SUBTOTAL \$ 107,890.47

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 107,890.47

Balance to finish, including retainage: \$ 154,738.45

Contract Time Remaining (If applicable): -36 of 130 Working Days (2022 Construction)

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

Construction Contractor Approval: Reilly Construction Company, Inc.
Firm Name
Signature: [Signature] Date: 3-2-2023

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC
Firm Name
Signature: Bradley D. Hopkey Date: 3/2/2023
Digitally signed by Bradley D. Hopkey
DN: C=US, E=bradley.hopkey@foth.com, O=Foth Infrastructure & Environment, LLC, OU=Infrastructure Division, CN=Bradley D. Hopkey
Reason: I am approving this document
Date: 2023.03.02 15:39:34 -0600

City of Ankeny Staff Approval: [Signature] Date: 03/03/23
Signature

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



City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1554

PAY APPLICATION 19

Project Title:	West First St Widening & Improvements - Phase 1	
Project Number:	STBG-SWAP-0187(643)-SG-77	
Purchase Order Number:	CS-TSF-0187(643)-85-77	
Contract Date:	12/15/2020	
Original Contract Amount:	\$5,156,095.75	
Notice to Proceed Date:		
Estimated Completion Date:	9/24/2022	
Pay Period:	1/1/2023	to 2/28/2023
Pay Application Number:	19	
Date:	2/28/2023	
Contract ID:	77-0187-643	

Contractor: Relly Construction Company, Inc.
110 E Main
PO BOX 99
Ossian, IA 52161

Division 1: STBG-SWAP-0187(643)-SG-77
Division 2: CS-TSF-0187(643)-85-77

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
1	2101-085002	CLEARING AND GRUBBING	UNIT	628.0		\$55.00	\$34,540.00	\$0.00	628.0	0.0	\$34,540.00	\$0.00	\$34,540.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	508.0		\$15.00	\$7,620.00	\$0.00	578.0	0.0	\$8,670.00	\$0.00	\$8,670.00
3	2102-2170060	EXCAVATION, CLASS 10, WASTE	CY	7512.0		\$15.00	\$112,680.00	\$0.00	8318.0	0.0	\$124,770.00	\$0.00	\$124,770.00
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		\$30.00	\$39,330.00	\$0.00	1311.0	0.0	\$39,330.00	\$0.00	\$39,330.00
5	2115-010000	MODIFIED SUBBASE	CY	3,654	585	\$50.00	\$182,700.00	\$28,250.00	3654.0	565.0	\$182,696.00	\$28,250.00	\$210,946.00
6	2123-7450020	SHOULDER FISHING, EARTH	STA	134.0		\$125.00	\$16,750.00	\$0.00	134.0	0.00	\$16,750.00	\$0.00	\$16,750.00
7	2213-6745500	REMOVAL OF CURB	STA	20.80		\$600.00	\$12,480.00	\$0.00	21.00	0.00	\$12,600.00	\$0.00	\$12,600.00
8	2301-1033070	STANDARD SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		\$61.00	\$82,655.00	\$0.00	1355.0	0.0	\$82,656.22	\$0.00	\$82,656.22
9	2301-1033080	STANDARD SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		\$61.00	\$202,337.00	\$0.00	3317.0	0.0	\$202,337.00	\$0.00	\$202,337.00
10	2301-1033090	STANDARD SLIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,980.0	\$58.00	\$786,480.00	\$186,620.00	14866.7	3980.0	\$862,267.44	\$196,622.32	\$1,058,889.76
11	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	1.00	0.00	\$2,500.00	\$0.00	\$2,500.00
12	2301-7000110	PAY ADJ JD-PCC PAVT THICKNESS	EACH	16,850.0		\$1.00	\$16,850.00	\$0.00	31766.7	0.0	\$31,766.70	\$0.00	\$31,766.70
13	2304-0101000	TEMPORARY PAVEMENT	SY	3,401.0		\$45.00	\$153,045.00	\$0.00	3398.9	0.0	\$148,800.50	\$0.00	\$148,800.50
14	2312-8250051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		\$35.00	\$13,475.00	\$0.00	78.7	0.0	\$2,760.55	\$0.00	\$2,760.55
15	2401-6745554	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		\$750.00	\$6,000.00	\$0.00	10	0	\$7,500.00	\$0.00	\$7,500.00
16	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		\$2,500.00	\$2,500.00	\$0.00	1	0	\$2,500.00	\$0.00	\$2,500.00
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		\$5,500.00	\$22,000.00	\$0.00	4	0	\$22,000.00	\$0.00	\$22,000.00
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		\$7,500.00	\$22,500.00	\$0.00	3	0	\$22,500.00	\$0.00	\$22,500.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		\$8,500.00	\$38,000.00	\$0.00	4	0	\$38,000.00	\$0.00	\$38,000.00
20	2435-0140186	MANHOLE, STORM SEWER, SW-401, 84 IN	EACH	1		\$14,500.00	\$14,500.00	\$0.00	1	0	\$14,500.00	\$0.00	\$14,500.00
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		\$17,400.00	\$17,400.00	\$0.00	1	0	\$17,400.00	\$0.00	\$17,400.00
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		\$25,000.00	\$25,000.00	\$0.00	1	0	\$25,000.00	\$0.00	\$25,000.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
23	2435-025010	INTAKE, SW4-531	EACH	8	\$3,800.00	\$30,400.00	\$0.00	7	0	\$26,800.00	\$0.00	\$26,800.00
24	2435-0250310	INTAKE, SW4-503 MODIFIED 1	EACH	6	\$7,500.00	\$45,000.00	\$0.00	6	0	\$45,000.00	\$0.00	\$45,000.00
25	2435-0250310	INTAKE, SW4-503 MODIFIED 2	EACH	1	\$12,200.00	\$12,200.00	\$0.00	2	0	\$24,400.00	\$0.00	\$24,400.00
26	2435-0250500	INTAKE, SW4-505	EACH	4	\$6,000.00	\$24,000.00	\$0.00	4	0	\$24,000.00	\$0.00	\$24,000.00
27	2435-0250600	INTAKE, SW4-506	EACH	4	\$9,600.00	\$38,400.00	\$0.00	4	0	\$38,400.00	\$0.00	\$38,400.00
28	2435-0250610	INTAKE, SW4-506 MODIFIED 1	EACH	5	\$11,000.00	\$55,000.00	\$0.00	3	0	\$33,000.00	\$0.00	\$33,000.00
29	2435-0250610	INTAKE, SW4-506 MODIFIED 2	EACH	8	\$18,500.00	\$148,000.00	\$0.00	9	0	\$166,500.00	\$0.00	\$166,500.00
30	2435-0251100	INTAKE, SW4-511	EACH	2	\$4,500.00	\$9,000.00	\$0.00	2	0	\$9,000.00	\$0.00	\$9,000.00
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27	\$1,800.00	\$48,600.00	\$0.00	9	0	\$16,200.00	\$0.00	\$16,200.00
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	9	\$2,500.00	\$22,500.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6	\$2,200.00	\$13,200.00	\$0.00	1	0	\$2,200.00	\$0.00	\$2,200.00
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3	\$2,800.00	\$8,700.00	\$0.00	3	0	\$8,700.00	\$0.00	\$8,700.00
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2	\$2,500.00	\$5,000.00	\$0.00	3	0	\$7,500.00	\$0.00	\$7,500.00
36	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	56.0	\$135.00	\$7,560.00	\$0.00	48.0	0.0	\$6,615.00	\$0.00	\$6,615.00
37	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	502.0	\$130.00	\$65,260.00	\$0.00	447.0	0.0	\$58,110.00	\$0.00	\$58,110.00
38	2503-0114218	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	141.0	\$160.00	\$22,560.00	\$0.00	156.0	0.0	\$24,960.00	\$0.00	\$24,960.00
39	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	247.0	\$165.00	\$40,755.00	\$0.00	221.0	0.0	\$36,465.00	\$0.00	\$36,465.00
40	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	459.0	\$135.00	\$61,965.00	\$0.00	459.0	0.0	\$61,965.00	\$0.00	\$61,965.00
41	2503-0114236	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	464.0	\$170.00	\$78,880.00	\$0.00	476.0	0.0	\$80,920.00	\$0.00	\$80,920.00
42	2503-0114242	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0	\$185.00	\$59,755.00	\$0.00	329.0	0.0	\$60,865.00	\$0.00	\$60,865.00
43	2503-0114248	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 48"	LF	942.0	\$215.00	\$202,530.00	\$0.00	642.0	0.0	\$138,030.00	\$0.00	\$138,030.00
44	2503-0200036	REMOVE STORM SEWER, LESS THAN OR EQUAL TO 36 IN	LF	1,576	\$40.00	\$63,040.00	\$0.00	1944	0	\$77,740.00	\$0.00	\$77,740.00
45	2503-0200041	STORM SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358	\$35.00	\$82,530.00	\$0.00	2226	0	\$77,862.50	\$0.00	\$77,862.50
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0	\$75.00	\$10,500.00	\$0.00	202.0	0.0	\$15,150.00	\$0.00	\$15,150.00
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556	\$70.00	\$38,920.00	\$0.00	126	0	\$8,820.00	\$0.00	\$8,820.00
48	2504-0200408	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170	\$75.00	\$12,750.00	\$0.00	523	0	\$39,225.00	\$0.00	\$39,225.00
49	2504-0200408	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	185	\$35.00	\$6,525.00	\$0.00	666	0	\$23,310.00	\$0.00	\$23,310.00
50	2504-0202038	SANITARY SEWER ABANDONMENT, FILL & PLUG, LESS THAN TO EQUAL TO 36 IN	LF	672	\$15.00	\$10,080.00	\$0.00	101	0	\$1,515.00	\$0.00	\$1,515.00
51	2510-6745850	REMOVAL OF PAVEMENT	SY	20128.0	\$2.00	\$40,256.00	\$0.00	19881.1	0.0	\$39,762.18	\$0.00	\$39,762.18
52	2510-6750000	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	45.0	\$1,250.00	\$56,250.00	\$0.00	47.0	0.0	\$58,750.00	\$0.00	\$58,750.00
53	2511-6745900	REMOVAL OF SIDEWALK	SY	4446.0	\$3.00	\$13,338.00	\$0.00	4451.8	0.0	\$13,355.52	\$0.00	\$13,355.52
54	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	\$37.00	\$42,402.00	\$10,582.00	1146.0	96.0	\$42,402.00	\$3,550.15	\$45,952.15
55	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	\$40.00	\$80,200.00	\$20,000.00	2036.2	500.0	\$81,447.20	\$20,000.00	\$101,447.20
56	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	\$44.00	\$17,396.00	\$4,356.00	409.7	121.9	\$18,026.80	\$5,364.48	\$23,391.28
57	2511-7528101	DETECTABLE WARNINGS	SF	452	\$46.00	\$20,792.00	\$5,198.00	401	108	\$18,440.48	\$4,986.86	\$23,427.34
58	2512-1750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0	\$36.00	\$5,328.00	\$0.00	132.0	0.0	\$4,752.00	\$0.00	\$4,752.00
59	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	\$44.00	\$14,168.00	\$3,520.00	322.0	56.9	\$14,168.00	\$2,503.60	\$16,671.60
60	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	\$47.00	\$79,618.00	\$19,928.00	1834.3	424.0	\$86,213.98	\$19,928.00	\$106,141.98
61	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	2,904.0	\$3.00	\$8,712.00	\$0.00	2904.0	0.0	\$8,712.00	\$0.00	\$8,712.00
62	2516-4625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	79.0	\$460.00	\$36,360.00	\$0.00	82.9	0.0	\$37,935.00	\$0.00	\$37,935.00
63	2519-1002048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	88.0	\$50.00	\$4,400.00	\$0.00	88.0	0.0	\$4,400.00	\$0.00	\$4,400.00
64	2519-4200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0	\$24.00	\$2,736.00	\$0.00	125.0	0.0	\$3,000.00	\$0.00	\$3,000.00
65	2524-6750010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52	\$250.00	\$13,000.00	\$0.00	28	0	\$7,000.00	\$0.00	\$7,000.00
66	2524-6755110	WOOD POSTS FOR TYPE A SIGN	EACH	1	\$200.00	\$200.00	\$0.00	1	0	\$200.00	\$0.00	\$200.00
67	2524-6275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4 IN	LF	352.0	\$15.00	\$5,280.00	\$0.00	494.0	0.0	\$6,510.00	\$0.00	\$6,510.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
68	2524-0252001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		\$50.00	\$650.00	\$0.00	171	0	\$8,535.00	\$0.00	\$8,535.00
69	2525-0200100	TRAFFIC SIGNALIZATION	LS		1.00	\$315,000.00	\$0.00	\$315,000.00	0.00	0.89	\$0.00	\$311,535.00	\$311,535.00
70	2527-0203109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.60		\$40.00	\$5,744.00	\$0.00	277.30	0.00	\$11,092.00	\$0.00	\$11,092.00
71	2527-0203117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	\$80.00	\$8,488.00	\$2,120.00	120.32	26.50	\$10,265.60	\$2,120.00	\$12,385.60
72	2527-0203131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	194.30		\$120.00	\$12,000.00	\$0.00	83.38	0.00	\$10,005.60	\$0.00	\$10,005.60
73	2527-0203137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		\$80.00	\$720.00	\$0.00	20	0	\$1,600.00	\$0.00	\$1,600.00
74	2527-0203143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	\$130.00	\$1,820.00	\$1,560.00	14	12	\$1,820.00	\$1,560.00	\$3,380.00
75	2527-0203152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		\$250.00	\$2,000.00	\$0.00	3	0	\$750.00	\$0.00	\$750.00
76	2527-0203180	PAVEMENT MARKINGS REMOVED	STA	158.00		\$30.00	\$4,740.00	\$0.00	158.00	0.00	\$4,740.00	\$0.00	\$4,740.00
77	2527-0203190	SYMBOLS AND LEGENDS REMOVED	EACH	14		\$100.00	\$1,400.00	\$0.00	17	0	\$1,700.00	\$0.00	\$1,700.00
78	2527-0207011	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	26.5	\$41.00	\$4,350.10	\$1,086.50	120.32	26.50	\$5,261.12	\$1,086.50	\$6,347.62
79	2527-0207020	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	\$100.00	\$1,400.00	\$1,200.00	14	12	\$1,400.00	\$1,200.00	\$2,600.00
80	2528-02518000	SAFETY CLOSURE	EACH	44		\$200.00	\$8,800.00	\$0.00	48	0	\$9,600.00	\$0.00	\$9,600.00
81	2528-0100000	NO EXCISE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 18, 2021	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	1.00	0.00	\$60,000.00	\$0.00	\$60,000.00
82	2528-0100000	NO EXCISE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 2022	LS	1.00		\$50,000.00	\$50,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
83	2528-0445110	TRAFFIC CONTROL	LS	1.00		\$59,550.00	\$59,550.00	\$0.00	1.00	0.00	\$59,550.00	\$0.00	\$59,550.00
84	2528-0445113	FLAGGERS	EACH	100.0		\$605.00	\$60,500.00	\$0.00	14.0	0.0	\$8,470.00	\$0.00	\$8,470.00
85	2528-0100020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		\$12.00	\$18,132.00	\$0.00	1511	0	\$18,132.00	\$0.00	\$18,132.00
86	2528-0200050	PORTABLE DYNAMIC MESSAGE SIGN (POMS)	CDAY	70		\$100.00	\$7,000.00	\$0.00	86	0	\$9,600.00	\$0.00	\$9,600.00
87	2533-0890005	MOBILIZATION	LS	1.00		\$85,000.00	\$85,000.00	\$0.00	1.00	0.00	\$85,000.00	\$0.00	\$85,000.00
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		\$150.00	\$15,300.00	\$0.00	58	0	\$8,700.00	\$0.00	\$8,700.00
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		\$80.00	\$78,120.00	\$0.00	807	0	\$72,612.00	\$0.00	\$72,612.00
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		\$15.00	\$14,130.00	\$0.00	3112	0	\$46,680.00	\$0.00	\$46,680.00
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	485		\$35.00	\$17,325.00	\$0.00	689	0	\$24,111.50	\$0.00	\$24,111.50
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		\$100.00	\$1,800.00	\$0.00	10	0	\$1,000.00	\$0.00	\$1,000.00
93	2554-0205000	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	17	0	\$5,100.00	\$0.00	\$5,100.00
94	2554-0205000	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		\$600.00	\$600.00	\$0.00	1	0	\$600.00	\$0.00	\$600.00
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		\$700.00	\$700.00	\$0.00	1	0	\$700.00	\$0.00	\$700.00
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		\$1,100.00	\$6,600.00	\$0.00	5	0	\$5,500.00	\$0.00	\$5,500.00
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		\$1,700.00	\$1,700.00	\$0.00	5	0	\$8,500.00	\$0.00	\$8,500.00
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		\$2,800.00	\$2,800.00	\$0.00	2	0	\$5,600.00	\$0.00	\$5,600.00
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		\$5,000.00	\$30,000.00	\$0.00	3	0	\$15,000.00	\$0.00	\$15,000.00
101	2554-0210201	FIRE HYDRANT ASSEMBLY, VM-201	EACH	11		\$6,400.00	\$70,400.00	\$0.00	11	0	\$70,400.00	\$0.00	\$70,400.00
102	2554-0212030	VALVE BOX REPLACEMENT	EACH	22		\$700.00	\$15,400.00	\$0.00	6	0	\$4,200.00	\$0.00	\$4,200.00
103	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	1.00	0.00	\$2,500.00	\$0.00	\$2,500.00
104	2559-0696005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		\$1,200.00	\$7,200.00	\$0.00	7	0	\$8,400.00	\$0.00	\$8,400.00
105	2559-0696005	ROCK INLET FILTER	EACH	41		\$250.00	\$10,250.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
106	2559-0696005	SUBDRAIN CLEANOUT, PER PLAN	EACH	26		\$1,500.00	\$39,000.00	\$0.00	23	0	\$34,500.00	\$0.00	\$34,500.00
107	2559-0696005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	87		\$300.00	\$26,100.00	\$0.00	87	0	\$26,100.00	\$0.00	\$26,100.00
108	2559-0696005	WATER SERVICE STUB, TEMPORARY	EACH	14		\$1,800.00	\$25,200.00	\$0.00	2	0	\$3,600.00	\$0.00	\$3,600.00
109	2559-0696009	HANDRAIL	LF	15.0		\$200.00	\$3,000.00	\$0.00	15.0	0.0	\$3,000.00	\$0.00	\$3,000.00
110	2559-0696009	REMOVE WATER MAIN	LF	464.0		\$30.00	\$13,920.00	\$0.00	297.8	0.0	\$8,934.00	\$0.00	\$8,934.00
111	2559-0696009	STORM SEWER SERVICE STUB	LF	278.0		\$50.00	\$13,900.00	\$0.00	214.0	0.0	\$10,700.00	\$0.00	\$10,700.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
112	2599-699009	SUBDRAIN CORRUGATED PVC, TYPE 2, 8 IN	LF	6,439.0		\$20.00	\$128,780.00	\$0.00	6395.8	0.0	\$126,116.00	\$0.00	\$126,116.00
113	2599-699009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		\$25.00	\$3,850.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
114	2599-699010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	1.00	0.00	\$60,000.00	\$0.00	\$60,000.00
115	2599-699010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		\$17,500.00	\$17,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
116	2599-699010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		\$1,000.00	\$1,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
117	2599-699010	WATER SERVICE WITH BLOWOFF	LS	1.00		\$4,000.00	\$4,000.00	\$0.00	1.00	0.00	\$4,000.00	\$0.00	\$4,000.00
118	2599-699014	COMBINED CONCRETE SLOPS AND RETAINING WALL	SF	85		\$150.00	\$12,750.00	\$0.00	85	0	\$12,750.00	\$0.00	\$12,750.00
119	2599-699014	DETECTABLE WARNINGS, TEMPORARY SIDEWALKS	SF	78		\$46.00	\$3,588.00	\$0.00	78	0	\$3,588.00	\$0.00	\$3,588.00
120	2599-699018	SPECIAL COMPACTON OF SUBGRADE, 6 IN	SY	14702.0	3390.0	\$1.50	\$22,053.00	\$5,085.00	14702.0	3390.0	\$22,053.00	\$5,085.00	\$27,138.00
121	2599-699018	TEMPORARY GRANULAR SIDEWALK	SY	5393.0		\$2.75	\$15,380.75	\$0.00	5769.5	0.0	\$15,866.15	\$0.00	\$15,866.15
122	2599-699018	MOVING	SY	375.0		\$20.00	\$7,500.00	\$0.00	106.7	0.0	\$2,133.60	\$0.00	\$2,133.60
123	2001-2630100	MULCHING, BONDED FIBER MATRIX	ACRE	5.0		\$175.00	\$875.00	\$0.00	1.0	0.0	\$175.00	\$0.00	\$175.00
124	2001-2634105	MULCHING AND FERTILIZING (URBAN)	ACRE	8.0		\$2,285.00	\$18,280.00	\$0.00	8.0	0.0	\$18,280.00	\$0.00	\$18,280.00
125	2001-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		\$1,590.00	\$2,370.00	\$0.00	2.2	0.0	\$3,476.00	\$0.00	\$3,476.00
126	2001-2642120	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		\$550.00	\$2,750.00	\$0.00	3.6	0.0	\$1,980.00	\$0.00	\$1,980.00
127	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL, DEVICE, 9 IN DIA.	LF	7152.0		\$1.95	\$13,946.40	\$0.00	615.0	0.0	\$1,199.25	\$0.00	\$1,199.25
128	2602-0000350	REMOVE OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		\$3.25	\$1,788.00	\$0.00	132.0	0.0	\$33.00	\$0.00	\$33.00
129	2602-0000350	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$65.00	\$5,890.00	\$0.00	53	0	\$5,035.00	\$0.00	\$5,035.00
130	2602-0000350	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
131	2602-0000350	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	53	0	\$1,060.00	\$0.00	\$1,060.00
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		\$500.00	\$7,000.00	\$0.00	13	0	\$6,500.00	\$0.00	\$6,500.00
CHANGE ORDER 1													
8001	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		\$111.00	\$15,318.00	\$0.00	138.0	0	\$15,318.00	\$0.00	\$15,318.00
8002	2599-699010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		\$2,000.00	\$2,000.00	\$0.00	1.0	0	\$2,000.00	\$0.00	\$2,000.00
CHANGE ORDER 2													
8003	2599-699005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		\$685.00	\$1,370.00	\$0.00	2.0	0	\$1,370.00	\$0.00	\$1,370.00
8004	2599-699010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00
8005	2599-699005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		\$662.00	\$1,324.00	\$0.00	2.0	0	\$1,324.00	\$0.00	\$1,324.00
8006	2599-699010	RELOCATE EXISTING WATER SERVICE	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00
8007	2599-699005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		\$1,463.00	\$1,463.00	\$0.00	1.0	0	\$1,463.00	\$0.00	\$1,463.00
8008	2599-699009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		\$52.00	\$1,092.00	\$0.00	21.0	0	\$1,092.00	\$0.00	\$1,092.00
8009	2599-699014	SPECIAL BACKFILL FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		\$5.00	\$320.00	\$0.00	64.0	0	\$320.00	\$0.00	\$320.00
CHANGE ORDER 3													
8010	2599-699010	ROOF DRAIN CONNECTIONS TO SUBDRAIN	LS	1.0		\$2,800.00	\$2,800.00	\$0.00	1.0	0	\$2,800.00	\$0.00	\$2,800.00
8011	2599-699010	REMOVAL OF TAPPING SLEEVE AND VALVE	LS	1.0		\$8,248.00	\$8,248.00	\$0.00	1.0	0	\$8,248.00	\$0.00	\$8,248.00
8012	2599-699010	REMOVAL AND RE-INSTALLATION OF HANDRAIL	LS	1.0		\$500.00	\$500.00	\$0.00	1.0	0	\$500.00	\$0.00	\$500.00
CHANGE ORDER 4													
8013	2599-699010	TRAFFIC CONTROL - LANE WIDTH RESTRICTION, TWO EXTRA 48X48 SIGNS	LS	1.0		\$440.00	\$440.00	\$0.00	1.0	0.0	\$440.00	\$0.00	\$440.00
8014	2599-699010	TRAFFIC CONTROL - WINTER SHUTDOWN, EXTRA SIGNS W/ PLAQUES AND DRUMS W/ RINGS	LS	1.0		\$2,272.00	\$2,272.00	\$0.00	1.0	0.0	\$2,272.00	\$0.00	\$2,272.00
8015	2599-699010	TRAFFIC CONTROL - PEDESTRIAN DETOUR, PEDESTRIAN DIVERSION	LS	1.0		\$5,087.00	\$5,087.00	\$0.00	1.0	0.0	\$5,087.00	\$0.00	\$5,087.00
8016	2554-0132012	12" DUCTILE IRON PIPE	LF	71.0		\$162.00	\$11,502.00	\$0.00	71.0	0.0	\$11,502.00	\$0.00	\$11,502.00
CHANGE ORDER 5													
8017	2599-699010	SPECIAL TREE REMOVAL	LS	1.0		\$8,250.00	\$8,250.00	\$0.00	1.0	0.0	\$8,250.00	\$0.00	\$8,250.00
							SUBTOTAL				\$4,493,051.39		
											\$603,791.81		
											\$5,096,843.30		



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #8 in the amount of \$4,447.44 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: March 20, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: February 1, 2023 Through: February 25, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	216,800.00	
Total completed and stored to date:	\$	200,387.02	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	200,387.02	
Less previous applications for payment:	\$	195,939.58	
SUBTOTAL	\$		4,447.44

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,447.44

Balance to finish, including retainage: \$ 16,412.98

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature Date March 8, 2023

City of Ankeny Staff Approval:

Signature Date 3/9/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
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Previous Applications for Payment

No.	Date	Amount
36		
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TOTAL \$ 195,939.58

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 7, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Invoice

Invoice Number: 442902

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

**BILL TO:**

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

REMIT PAYMENT TO:

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

Pay This Amount \$4,447.44

Due Date	07-APR-23
Invoice Date	08-MAR-23
Bill Through Date	25-FEB-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Senior Admin Assistant	0.25	\$33.01
	0.25	\$33.01

Task: 1.0 Total: \$33.01



Invoice

Invoice Number: 442902

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

Task: 3.0 - Final Design

Direct

Personnel	Hours	Amount
Senior Project Engineer	1.50	\$298.69
	<u>1.50</u>	\$298.69

Task: 3.0 Total: \$298.69

Task: 4.0 - Bidding Services

Direct

Personnel	Hours	Amount
Senior Project Engineer	16.50	\$3,285.39
Staff Engineer	7.50	\$812.15
	<u>24.00</u>	\$4,097.54

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$18.20
	\$18.20

Task: 4.0 Total: \$4,115.74

Invoice total \$4,447.44

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$4,447.44	\$195,939.58	\$200,387.02



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 #4 in the amount of \$204,678.96 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:

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 Payment #4

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: March 20, 2023

Payment Application #: 4

Payment Period: From: February 4, 2023 Through: March 3, 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: \$ 749,945.20
Retainage: 5 % of Completed Work: \$ 37,497.26
Total Earned Less Retainage: \$ 712,447.94
Less Previous Applications for Payment: \$ 507,768.98
SUBTOTAL: \$ 204,678.96

OTHER CHARGES: \$ -

Current Payment Due - Division 1 (629.4450) \$ 138,487.71
Current Payment Due - Division 2 (688.4453) \$ 66,191.25
\$ 204,678.96

CURRENT PAYMENT DUE:

Balance to Finish, Including Retainage: \$ 5,065,957.06

Contract Time Remaining (Division 1): 170.00 Working Days
Contract Time Remaining (Division 2): 18.00 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: [Signature]
Firm Name

Date: 3.10.23

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: [Signature]
Firm Name

Date: 3/10/23

City of Ankeny Staff Approval:

Signature: [Signature]

Date: 3/10/23

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

Date Printed: 3/10/2023

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		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
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35		\$ -

Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

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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:	0.0
Working Days Remaining:	170.0

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:	72.0
Working Days Remaining:	18.0

PREVIOUS PAY APPS TOTAL = \$ 507,768.98

Date Printed: 3/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00		\$ -	40.50	40.50	\$ 1,215.00	9.50	81.00%
2	Clearing and Grubbing, General	LS	1.00		1.00	\$ 108,000.00	\$ 108,000.00		\$ -	0.80	0.80	\$ 86,400.00	0.20	80.00%
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%
SEWERS AND DRAINS														
6	Drain Tie Repair	EA	2.00		2.00	\$ 1,750.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
WATER MAINS AND APPURTENANCES														
7	Water Main, Trenched, PVC, 24"	LF	4,815.00		4,815.00	\$ 408.00	\$ 1,954,880.00		\$ -	0.00	0.00	\$ -	4,815.00	0.00%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 408.00	\$ 2,032,040.00		\$ -	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		\$ -	0.00	0.00	\$ -	18.00	0.00%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	\$ 5,460.00	\$ 54,600.00		\$ -	0.00	0.00	\$ -	10.00	0.00%
12	Connect to Existing, 24"	EA	2.00		2.00	\$ 9,100.00	\$ 18,200.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
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		\$ -	0.00	0.00	\$ -	7.00	0.00%
STREETS AND RELATED WORK														
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	200.00	0.00%
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	\$ 58.00	\$ 3,090.00		\$ -	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%
TRAFFIC CONTROL														
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00	0.10	\$ 1,750.00	0.00	0.10	\$ 1,750.00	0.90	10.00%
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, 9"	LF	6,400.00		6,400.00	\$ 2.00	\$ 12,800.00	250.00	\$ 500.00	0.00	250.00	\$ 500.00	6,150.00	3.91%
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%
MISCELLANEOUS														
31	Mobilization	LS	1.00		1.00	\$ 81,000.00	\$ 81,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
32	Concrete Washout	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
CHANGE ORDER ITEMS														
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
STORED MATERIALS														
	Fitting, 24" 11-1/4 Bend	EA			10.00	\$ 1,720.00	\$ 17,200.00		\$ -	10.00	10.00	\$ 17,200.00	0.00	100.00%
	Fitting, 24" Solid Sleeve	EA			10.00	\$ 1,355.39	\$ 13,553.90		\$ -	10.00	10.00	\$ 13,553.90	0.00	100.00%
	Fitting, 24"x 6" Tee	EA			7.00	\$ 2,101.48	\$ 14,710.36		\$ -	7.00	7.00	\$ 14,710.36	0.00	100.00%
	Joint Restraint, 24"	EA			74.00	\$ 439.26	\$ 32,505.24	25.00	\$ 12,231.50	49.00	74.00	\$ 32,505.24	0.00	100.00%
	Valve Box	EA			8.00	\$ 230.26	\$ 1,842.08		\$ -	8.00	8.00	\$ 1,842.08	0.00	100.00%
	Holding Spool, 24"x6"	EA			7.00	\$ 218.82	\$ 1,531.74		\$ -	7.00	7.00	\$ 1,531.74	0.00	100.00%
	Casing Spacers, 24"	EA			15.00	\$ 250.18	\$ 3,752.70		\$ -	15.00	15.00	\$ 3,752.70	0.00	100.00%
	End Seals, 36"x24"	EA			2.00	\$ 104.00	\$ 208.00		\$ -	2.00	2.00	\$ 208.00	0.00	100.00%
	Gate Valve, 24"	EA			1.00	\$ 28,193.79	\$ 28,193.79		\$ -	1.00	1.00	\$ 28,193.79	0.00	100.00%
	Joint Restraint, Bolt & Gasket Kit, 24"	EA			74.00	\$ 158.54	\$ 11,731.96		\$ -	74.00	74.00	\$ 11,731.96	0.00	100.00%
	Joint Restraint, Bolt & Gasket Kit, 6"	EA			21.00	\$ 20.71	\$ 434.91		\$ -	21.00	21.00	\$ 434.91	0.00	100.00%
	24" C900 PVC Pipe	LF			720.00	\$ 176.95	\$ 127,404.00	720.00	\$ 127,404.00		720.00	\$ 127,404.00	0.00	100.00%
	Tracer Wire, Direct Bury	LF			4,000.00	\$ 0.21	\$ 840.00	4,000.00	\$ 840.00		4,000.00	\$ 840.00	0.00	100.00%
	Tracer Wire, Trenchless	LF			5,000.00	\$ 0.35	\$ 1,750.00	5,000.00	\$ 1,750.00		5,000.00	\$ 1,750.00	0.00	100.00%
	Tracer Box	EA			7.00	\$ 22.50	\$ 157.50	7.00	\$ 157.50		7.00	\$ 157.50	0.00	100.00%
	Service Saddle, 24"x1"	EA			3.00	\$ 381.18	\$ 1,143.54	3.00	\$ 1,143.54		3.00	\$ 1,143.54	0.00	100.00%
	Hydrant Assembly	EA					\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$5,221,384.72 PAY PERIOD = \$ 145,776.54

COMPLETED = \$ 350,529.72

6.71%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 2 - DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
33	Clearing and Grubbing, Select Trees	UNIT	1,500.00		1,500.00	\$ 18.00	\$ 27,000.00		\$ -	2258.40	2,258.40	\$ 40,651.20	(758.40)	150.56%
34	Clearing and Grubbing, General	LS	1.00		1.00	\$ 72,000.00	\$ 72,000.00		\$ -	1.00	1.00	\$ 72,000.00	0.00	100.00%
35	Excavation, Class 10	CY	4,672.00		4,672.00	\$ 35.00	\$ 163,520.00	1,700.00	\$ 59,500.00	2500.00	4,200.00	\$ 147,000.00	472.00	89.90%
	TRENCH EXCAVATION AND BACKFILL													
36	Trench Foundation	TON	10.00		10.00	\$ 56.00	\$ 560.00		\$ -	0.00	0.00	\$ -	10.00	0.00%
37	Trench Compaction Testing	LS	1.00		1.00	\$ 1,400.00	\$ 1,400.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
	SEWERS AND DRAINS													
38	Storm Sewer, Trenched, RCP, 15"	LF	30.00		30.00	\$ 168.00	\$ 5,040.00		\$ -	0.00	0.00	\$ -	30.00	0.00%
39	Pipe Apron Guard, 24"	EA	6.00		6.00	\$ 2,870.00	\$ 17,220.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
40	Manhole, SW-401, 48"	EA	1.00		1.00	\$ 6,160.00	\$ 6,160.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
41	Intake, SW-503	EA	1.00		1.00	\$ 6,650.00	\$ 6,650.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
42	Intake, SW-506	EA	1.00		1.00	\$ 9,170.00	\$ 9,170.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
43	Intake, SW-509	EA	1.00		1.00	\$ 7,385.00	\$ 7,385.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
44	Remove Intake	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
	STREETS AND RELATED WORK													
45	Full Depth Patch, PCC	SY	210.00		210.00	\$ 161.00	\$ 33,810.00		\$ -	0.00	0.00	\$ -	210.00	0.00%
46	Subbase Over-Excavation	TON	35.00		35.00	\$ 56.00	\$ 1,960.00		\$ -	0.00	0.00	\$ -	35.00	0.00%
47	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
	TRAFFIC CONTROL													
48	Temporary Traffic Control	LS	1.00		1.00	\$ 10,500.00	\$ 10,500.00	0.05	\$ 525.00	0.50	0.55	\$ 5,775.00	0.45	55.00%
	SITE WORK AND LANDSCAPING													
49	Conventional Seeding, Type 1	AC	0.10		0.10	\$ 3,600.00	\$ 360.00		\$ -	0.00	0.00	\$ -	0.10	0.00%
50	Conventional Seeding, Type 3	AC	3.30		3.30	\$ 3,600.00	\$ 11,880.00		\$ -	0.00	0.00	\$ -	3.30	0.00%
51	Hydraulic Seeding, Type 3, BFM	AC	1.30		1.30	\$ 5,400.00	\$ 7,020.00		\$ -	0.00	0.00	\$ -	1.30	0.00%
52	Hydraulic Seeding, Type 5 (Erosion Control)	AC	4.70		4.70	\$ 3,600.00	\$ 16,920.00		\$ -	0.00	0.00	\$ -	4.70	0.00%
53	Temporary RECP, Type 2	SY	500.00		500.00	\$ 3.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
54	Wattles, 9"	LF	1,500.00		1,500.00	\$ 2.00	\$ 3,000.00	4,825.00	\$ 9,650.00	0.00	4,825.00	\$ 9,650.00	(3,325.00)	321.67%
55	Wattles, Removal	LF	1,500.00		1,500.00	\$ 1.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	1,500.00	0.00%
56	Check Dam, Rock	TON	50.00		50.00	\$ 70.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
57	Rip Rap, Class E	TON	3,660.00		3,660.00	\$ 78.00	\$ 285,480.00		\$ -	760.76	760.76	\$ 59,339.28	2,899.24	20.78%
58	Silt Fence	LF	500.00		500.00	\$ 3.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
59	Silt Fence, Removal	LF	500.00		500.00	\$ 1.00	\$ 500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
60	Erosion Control Mulching, Hydromulching	AC	9.00		9.00	\$ 3,600.00	\$ 32,400.00		\$ -	0.00	0.00	\$ -	9.00	0.00%
	DEMOLITION													
61	Remove Pedestrian Bridge	EA	10.00		10.00	\$ 5,250.00	\$ 52,500.00		\$ -	10.00	10.00	\$ 52,500.00	0.00	100.00%
62	Tree Protection Fence	LF	750.00		750.00	\$ 7.00	\$ 5,250.00		\$ -	0.00	0.00	\$ -	750.00	0.00%
	MISCELLANEOUS													
63	Mobilization	LS	1.00		1.00	\$ 25,000.00	\$ 25,000.00		\$ -	0.50	0.50	\$ 12,500.00	0.50	50.00%
64	Concrete Washout	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
	CHANGE ORDER ITEMS													
					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%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 817,685.00 PAY PERIOD = \$ 69,675.00

COMPLETED = \$ 399,415.48

48.85%



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$187,059.96 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6



Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: March 20, 2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: January 28, 2023 Through: February 28, 2023

Contract Summary

Original Contract Amount:	\$	2,989,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00	
Total completed and stored to date:	\$	1,856,002.07	
Retainage: 5 % of Completed Work:	\$	92,800.10	
Total Earned less Retainage:	\$	1,763,201.97	
Less previous applications for payment:	\$	1,576,142.01	
SUBTOTAL	\$	187,059.96	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 187,059.96

Balance to finish, including retainage: \$ 1,226,598.03

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: WRH, Inc
Firm Name

Bud Maynard February 28, 2023
Signature Date

Engineer / Consultant Approval: FOX Strand

D. L. Wil 3/6/23
Signature Date

City of Ankeny Staff Approval:

Donald Clark 3/7/23
Signature Date

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

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

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2022	\$ 279,932.94
2	11/7/2022	\$ 561,483.66
3	December 27, 2022	\$ 231,477.42
4	January 23, 2023	\$ 158,944.50
5	February 24, 2023	\$ 344,303.48
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,576,142.00

Record of Change Orders

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

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Owner: <u>City of Ankeny</u> Engineer: <u>FOX Strand</u> Contractor: <u>WRH, Inc.</u> Project: <u>Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>3379-20A.600</u> Contractor's Project No.: <u>2202-00-1389</u>
---	---

Application No.: <u>6</u>	Application Date: <u>2/28/2023</u>	
Application Period: <u>From</u> <u>1/28/2023</u>	<u>to</u> <u>2/28/2023</u>	

1. Original Contract Price	\$ 2,989,800.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,856,002.07
5. Retainage	
a. <u>5%</u> X <u>\$ 1,764,490.87</u> Work Completed =	\$ 88,224.54
b. <u>5%</u> X <u>\$ 91,511.20</u> Stored Materials =	\$ 4,575.56
c. Total Retainage (Line 5.a + Line 5.b)	\$ 92,800.10
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,763,201.97
7. Less previous payments (Line 6 from prior application)	\$ 1,576,142.01
8. Amount due this application	\$ 187,059.96
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,226,598.03

Contractor's Certification

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

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

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

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

Contractor: <u>WRH Inc</u>	
Signature: <u><i>Bud Maynard</i></u>	Date: <u>2/28/2023</u>

Recommended by Engineer By: <u><i>Dakvid</i></u> Title: <u>Project Engineer</u> Date: <u>3/6/2023</u>	Approved by Owner By: _____ Title: _____ Date: _____
Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 6		Application Period:		From		01/28/23		to		02/28/23		Application Date:		02/28/23	
A	B	C	D		E	F	G	H	I						
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)						
			(D + E) From Previous Application (\$)												
Original Contract															
	Bonds and Insurance	\$ 35,000.00		35,000.00	-		35,000.00	100%	-						
	Mobilization In	\$ 129,000.00		129,000.00	-		129,000.00	100%	-						
	Project Administration	\$ 65,000.00		56,750.00	1,500.00		58,250.00	90%	6,750.00						
	Temporary Facilities	\$ 5,000.00		4,665.00	105.00		4,770.00	95%	230.00						
	Safety	\$ 4,500.00		3,250.00	150.00		3,400.00	76%	1,100.00						
	Sitework	\$ 94,500.00		26,000.00	-		26,000.00	28%	68,500.00						
	SWPPP	\$ 7,500.00		3,500.00	-		3,500.00	47%	4,000.00						
	Site Clean-up	\$ 5,000.00		1,500.00	-		1,500.00	30%	3,500.00						
	Water line	\$ 170,000.00		166,800.00	2,700.00		169,500.00	100%	500.00						
	WLF	\$ 60,000.00		27,714.78	31,285.22		59,000.00	98%	1,000.00						
	Sanitary Line, Material	\$ 9,000.00		9,000.00	-		9,000.00	100%	-						
	Excavation and Backfill	\$ 45,000.00		42,500.00	-		42,500.00	94%	2,500.00						
	Seeding	\$ 15,000.00					-	100%	15,000.00						
	Pre Cast Concrete	\$ 40,000.00		36,767.00	3,233.00		40,000.00	100%	-						
	Concrete, paving/sidewalk	\$ 44,500.00					-	0%	44,500.00						
	Concrete, building	\$ 25,000.00		25,000.00	-		25,000.00	100%	-						
	Concrete, Generator Pad	\$ 4,500.00		4,500.00	-		4,500.00	100%	-						
	Concrete, VFD Pad	\$ 3,000.00		3,000.00	-		3,000.00	100%	-						
	Concrete, Transformer Pad	\$ 3,000.00		3,000.00	-		3,000.00	100%	-						
	Rebar Materials	\$ 15,000.00		15,000.00	-		15,000.00	100%	-						
	Misc Metals	\$ 20,000.00		18,045.00	1,455.00		19,500.00	98%	500.00						
	Painting	\$ 15,000.00					-	0%	15,000.00						
	Masonry	\$ 180,000.00		180,000.00	-		180,000.00	100%	-						
	Roofing	\$ 75,000.00		75,000.00	-		75,000.00	100%	-						
	Doors/Windows	\$ 44,300.00		34,908.00	9,392.00		44,300.00	100%	-						
	Well Pump	\$ 179,000.00					-	0%	179,000.00						
	Well Pump Column	\$ 95,000.00			-		67,898.00	71%	27,102.00						
	Downhole Valve	\$ 107,000.00			-		20,319.00	19%	86,681.00						
	Pitless Unit	\$ 71,000.00		71,000.00	-		71,000.00	100%	-						
	Submersible Motor	\$ 125,000.00					-	0%	125,000.00						
	Well Disinfection/Start up	\$ 3,000.00					-	0%	3,000.00						
	Chemical Feed Equipment	\$ 90,000.00			25,000.00		3,294.20	31%	61,705.80						
	Process Piping	\$ 30,000.00		3,294.20	25,205.80		28,500.00	95%	1,500.00						
	Valves, Material	\$ 50,000.00		19,765.00	29,235.00		49,000.00	98%	1,000.00						
	Electrical, Misc.	\$ 5,000.00		3,700.00	300.00		4,000.00	80%	1,000.00						

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - 8id Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 6		Application Period: 01/28/23 to 02/28/23			Application Date: 02/28/23			
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
	Electric Underground	\$ 80,000.00	66,648.00	7,500.00		74,148.00	93%	5,852.00
	Electrical Rough in's	\$ 75,000.00	69,000.00	2,000.00		71,000.00	95%	4,000.00
	Electrical Branch/Feeder Wire	\$ 110,000.00	70,920.00	15,000.00		85,920.00	78%	24,080.00
	Electrical Gear/Equipment	\$ 270,000.00	144,000.00	5,000.00		149,000.00	55%	121,000.00
	Electrical, Lighting	\$ 15,000.00	1,800.00	-		1,800.00	12%	13,200.00
	Electrical, Generator	\$ 235,000.00	58,902.87	3,500.00	-	62,402.87	27%	172,597.13
	Electrical, Fire Alarm	\$ 15,000.00				-	0%	15,000.00
	Electrical, Mobilization/Temp service	\$ 12,000.00	12,000.00	-		12,000.00	100%	-
	Electrical Controls/Instrumentation	\$ 93,000.00				-	0%	93,000.00
	Mechanical, Mobilization	\$ 2,700.00	2,700.00	-		2,700.00	100%	-
	HVAC Equipment	\$ 76,000.00	38,000.00	28,000.00		66,000.00	87%	10,000.00
	HVAC Materials (ductwork etc)	\$ 5,800.00	4,750.00	1,050.00		5,800.00	100%	-
	Testing Adjusting	\$ 1,500.00				-	0%	1,500.00
	Balancing	\$ 1,000.00				-	0%	1,000.00
	Plumbing	\$ 35,000.00	30,500.00	2,000.00		32,500.00	93%	2,500.00
	UG Plumbing	\$ 21,000.00	21,000.00	-		21,000.00	100%	-
	AG Plumbing	\$ 27,000.00	27,000.00	-		27,000.00	100%	-
	Insulation	\$ 5,000.00				-	0%	5,000.00
	Fire Sprinklers	\$ 25,000.00	25,000.00	-	-	25,000.00	100%	-
	Casework	\$ 16,000.00				-	0%	16,000.00
						-		-
						-		-
						-		-
Original Contract Totals		\$ 2,989,800.00	\$ 1,570,879.85	\$ 193,611.02	\$ 91,511.20	\$ 1,856,002.07	62%	\$ 1,133,797.93

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A-600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

[illegible]



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the March 20, 2023 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MARCH 20, 2023

Fund		PAYMENTS
100	General Fund	\$ 195,404.32
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	25,484.05
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	1,977.00
300	Debt Service Fund	-
430	Library Foundation Fund	43.99
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	917,607.52
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	527,118.95
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	17,533.88
590	Golf Course Fund	7,408.47
600-699	Enterprise Project Funds	437,184.37
710	Revolving Fund	45,096.35
720	Risk Management Fund	18,375.39
730	Health Insurance Fund	-
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	241,602.41
	Sub Total	\$ 2,434,836.70
	Payroll Totals	1,305,907.12
	Service Transfers/ACH Drafts	(196,781.16)
	Agenda Payments Approved Separately	(632,801.61)
	Grand Total	<u>\$ 2,911,161.05</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

M. Sue Schroch
 ASSESSANT City Manager

March 16, 2023
 Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002678	ALL TRAFFIC SOLUTIONS, INC							
M-CHECK	ALL TRAFFIC SOLUTIONS, IUNPOST	V	3/10/2023			241573		3,721.00CR
C-CHECK	VOID CHECK	V	3/20/2023			242067		

* * 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	3,721.00CR	3,721.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	3,721.00CR	0.00	0.00
BANK: TOTALS:	2	3,721.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004997	ABSOLUTE CONCRETE							
I-1477	REPAIR HYDRANT - W 1ST ST	R	3/20/2023	7,000.00		242000		7,000.00
	*** VENDOR TOTALS ***					1 CHECKS		7,000.00
003881	ACADEMY ROOFING & SHEET							
I-26497	SENIOR CENTER REPAIRS	R	3/20/2023	541.91		242001		541.91
	*** VENDOR TOTALS ***					1 CHECKS		541.91
008578	ACCESS TECHNOLOGIES INC							
I-INV1332068	1/31/23-2/27/23 STATEMENT	R	3/20/2023	1,690.19		242002		1,690.19
	*** VENDOR TOTALS ***					1 CHECKS		1,690.19
000164	G & S HARDWARE INC							
I-208678/2	UNIT #937 PARTS	R	3/20/2023	38.92		242003		
I-208684/2	BATTERY/HDG TRM ATCH/TRMR-SW	R	3/20/2023	677.00		242003		
I-208701/2	BATTERIES - PARKS	R	3/20/2023	17.99		242003		
I-208705/2	POOL VAC PARTS - PARKS	R	3/20/2023	15.99		242003		
I-208709/2	SHOP SUPPLIES - PARKS	R	3/20/2023	21.96		242003		
I-208710/2	WADDING POLISH - PW	R	3/20/2023	17.98		242003		789.84
	*** VENDOR TOTALS ***					1 CHECKS		789.84
005541	ACUSHNET COMPANY							
I-914884147	MERCHANDISE FOR RESALE	R	3/20/2023	540.00		242004		540.00
	*** VENDOR TOTALS ***					1 CHECKS		540.00
008252	D H PACE COMPANY INC							
I-SVC/271-74550	LUBRICATE DOOR - PW	E	3/22/2023	796.30		006774		796.30
	*** VENDOR TOTALS ***					1 CHECKS		796.30
011467	AETNA MEDICARE							
I-AFD28986	REFUND	R	3/20/2023	134.03		242005		134.03
	*** VENDOR TOTALS ***					1 CHECKS		134.03
000026	AHLERS & COONEY PC							
I-839548	SVCS 2/19/23 AMND 13 1989 URP	E	3/22/2023	432.00		006727		
I-839716	2/19/23 PCC RECON PRGM SE 8TH	E	3/22/2023	1,900.00		006727		
I-839717	SVCS 2/29/23 SW STATE ST FO	E	3/22/2023	1,900.00		006727		
I-839718	2/19/23 2023 PCC PVMT PRGM	E	3/22/2023	1,900.00		006727		
I-839719	SVC 2/19/23 S ANK BLVD TRNS MN	E	3/22/2023	1,900.00		006727		8,032.00
	*** VENDOR TOTALS ***					1 CHECKS		8,032.00
000226	AIRGAS NORTH CENTRAL INC							
I-9994973205	CYLINDER RENTALS - PW	R	3/20/2023	853.55		242006		
I-9994973206	CYLINDER RENTALS - PARKS	R	3/20/2023	35.64		242006		889.19
	*** VENDOR TOTALS ***					1 CHECKS		889.19

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009981	ALL CITY MANAGEMENT SERVICES,							
I-83789	2/12/23-2/25/23 CROSSING GUARD	E	3/22/2023	4,971.75		006784		4,971.75
	*** VENDOR TOTALS ***					1 CHECKS		4,971.75
000875	ALL STAR PRO GOLF INC							
I-INV29903	BAG SHAGS-OC PRO	R	3/20/2023	179.04		242007		
I-INV30816	FIN CHARGE INV29903	R	3/20/2023	5.37		242007		184.41
	*** VENDOR TOTALS ***					1 CHECKS		184.41
002678	ALL TRAFFIC SOLUTIONS, INC							
I-SIN034666 REISSUE	REISSUE TRFC - SPEED DISPLAY	R	3/20/2023	3,721.00		242008		3,721.00
	*** VENDOR TOTALS ***					1 CHECKS		3,721.00
009262	AMAZON CAPITAL SERVICES INC							
C-19JX-FKN1-GX7K	CR: MULTIMEDIA	E	3/22/2023	1.99CR		006778		
I-11RD-Q7JQ-1DWV	MULTIMEDIA - KL	E	3/22/2023	315.56		006778		
I-14V4-7YC4-9GGQ	HOT DOG GRILL/WARMER-HKY PK	E	3/22/2023	118.79		006778		
I-16CK-V4D6-77W4	COLORLED PENCILS - KL	E	3/22/2023	39.96		006778		
I-16LN-X43Y-4L4C	MULTIMEDIA - KL	E	3/22/2023	30.70		006778		
I-1763-MNF4-13RG	POCKET DIVDR/ICE SCRPR/CASE-SW	E	3/22/2023	57.87		006778		
I-17TC-RYCY-7M14	MISC BOOKS - KL	E	3/22/2023	74.10		006778		
I-19VG-TMHY-CW3C	MISC BOOKS - KL	E	3/22/2023	18.37		006778		
I-19XJ-7416-CH7P	MISC BOOKS - KL	E	3/22/2023	146.74		006778		
I-19YV-XRRN-1VKF	BABY CHANGING STATION-PARKS	E	3/22/2023	258.49		006778		
I-1C7T-FHKN-FKGY	PLIERS - MU	E	3/22/2023	64.00		006778		
I-1C7T-FHKN-P9YF	MISC BOOKS - KL	E	3/22/2023	53.60		006778		
I-1FCR-VN3X-3PCV	RHYTHM STCKS/BRCLTS/DOILIES-KL	E	3/22/2023	91.63		006778		
I-1FFR-XY6X-CMRN	MULTIMEDIA - KL	E	3/22/2023	29.95		006778		
I-1GFT-XDFG-F19W	ANTISEPTIC TOWELETES-KL	E	3/22/2023	37.99		006778		
I-1H1P-XXY1-J79P	CL TEST STRIPS/TBL CLTH - OC	E	3/22/2023	59.14		006778		
I-1HVT-17DL-GPKF	MULTIMEDIA - KL	E	3/22/2023	133.41		006778		
I-1JC7-71V3-7GTJ	COLD COMPRESSES - ACC	E	3/22/2023	110.00		006778		
I-1JM4-DVFN-VHN6	FOLDING WAGON - KL	E	3/22/2023	116.98		006778		
I-1KJY-RMNC-7KPR	WATER HOSE - MU	E	3/22/2023	60.75		006778		
I-1MXV-CFF6-1PYJ	WIRELESS MOUSE/LED BULBS - FD	E	3/22/2023	231.91		006778		
I-1NHW-NPKP-KJGR	LIFT SUPPORT - MU	E	3/22/2023	15.98		006778		
I-1INTC-GKLV-39PN	USB/RING BINDER - PD	E	3/22/2023	137.21		006778		
I-1NXK-9G9L-7J1J	HAND DRYERS-PRSC	E	3/22/2023	2,200.00		006778		
I-1P9D-D7MC-6GG3	LUMBAR PILLOW - FD	E	3/22/2023	25.49		006778		
I-1TPY-T3NW-M79C	LED BULBS - FD	E	3/22/2023	64.99		006778		
I-1TTD-7VXF-DGRH	MULTIMEDIA - KL	E	3/22/2023	191.56		006778		
I-1W64-F49D-44FH	BOOKS - KL	E	3/22/2023	176.01		006778		
I-1WK1-XP9X-6DGX	MULTIMEDIA - KL	E	3/22/2023	247.66		006778		
I-1X7L-7XMQ-34H3	PAPER ORGANIZER - SW	E	3/22/2023	46.84		006778		
I-1YK6-XJC1-4NNY	GAMES - KL	E	3/22/2023	22.78		006778		
I-1YKL-YFQC-H6TW	BADGE HOLDER - IT	E	3/22/2023	42.99		006778		5,219.46
	*** VENDOR TOTALS ***					1 CHECKS		5,219.46

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001439	AMERICAN MARKING INC							
I-0030853	VINYL PLATE INSTALL - FD	R	3/20/2023	230.00		242009		230.00
	*** VENDOR TOTALS ***					1 CHECKS		230.00
007835	AMERICAN RED CROSS-TRAINING SV							
I-22548965	ADULT/PED FIRST AID CLASS	R	3/20/2023	324.00		242010		324.00
	*** VENDOR TOTALS ***					1 CHECKS		324.00
000893	AMERIGROUP							
I-AFD27986	REFUND	R	3/20/2023	150.84		242011		150.84
	*** VENDOR TOTALS ***					1 CHECKS		150.84
005758	BETSY ANDERSON							
I-2/23/23-2/24/23	MEAL REIMBURSEMENT	R	3/20/2023	38.80		242012		
I-2/27/23-3/3/23	MEAL REIMBURSEMENT	R	3/20/2023	89.28		242012		128.08
	*** VENDOR TOTALS ***					1 CHECKS		128.08
000043	ANKENY COMMUNITY SCHOOLS							
I-FY23 #9 MARCH GYM	MARCH 2023 GYM USE PMT	R	3/20/2023	5,700.00		242013		5,700.00
	*** VENDOR TOTALS ***					1 CHECKS		5,700.00
000012	MILLENNIUM II CORPORATION							
I-1106421	CAULK/EXT RING - PARKS	R	3/20/2023	15.31		242014		15.31
	*** VENDOR TOTALS ***					1 CHECKS		15.31
004201	TSJM TOWING SERVICE LLC							
I-23-52164	TOW/HOOK FEE - PD	R	3/20/2023	89.00		242015		
I-23-52208	TOOK/HOOK FEE - PD	R	3/20/2023	85.00		242015		
I-23-52291	TOW/HOOK FEE - PD	R	3/20/2023	160.00		242015		334.00
	*** VENDOR TOTALS ***					1 CHECKS		334.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV144628	MIST-N-SHINE - STREETS	R	3/20/2023	69.99		242016		
I-15NV144948	WIRE/WRAP - PRSC	R	3/20/2023	88.10		242016		
I-15NV145017	TEE WRAP -PRSC	R	3/20/2023	215.94		242016		374.03
	*** VENDOR TOTALS ***					1 CHECKS		374.03
004068	ASPEN EQUIPMENT CO							
I-40045307	LIFT TRUCK 231 INSPECTION	E	3/22/2023	1,165.19		006753		1,165.19
	*** VENDOR TOTALS ***					1 CHECKS		1,165.19
008024	AUREON COMMUNICATIONS LLC							
I-03/2023	03/01/23-03/31/23 STATEMENT	E	3/22/2023	946.22		006772		946.22
	*** VENDOR TOTALS ***					1 CHECKS		946.22

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000067	BAKER & TAYLOR INC							
I-2037352225	MISC BOOKS - KL	E	3/22/2023	1,687.76		006729		
I-2037360292	MISC BOOKS - KL	E	3/22/2023	389.95		006729		
I-2037362635	MISC BOOKS - KL	E	3/22/2023	143.74		006729		
I-2037368083	MISC BOOKS - KL	E	3/22/2023	1,179.26		006729		
I-2037379051	MISC BOOKS - KL	E	3/22/2023	435.57		006729		3,836.28
	*** VENDOR TOTALS ***					1 CHECKS		3,836.28
009316	BAKER TILLY VIRCHOW KRAUSE LLP							
I-BT2270142	STRATEGIC PLAN UPDATE-FINAL	R	3/20/2023	11,885.43		242017		11,885.43
	*** VENDOR TOTALS ***					1 CHECKS		11,885.43
005279	BASCOM TRUCK & AUTOMOTIVE INC							
I-410079	UNIT #115 REPAIRS	E	3/22/2023	237.02		006761		237.02
	*** VENDOR TOTALS ***					1 CHECKS		237.02
008283	BEISSER'S INC							
I-1117025-001	RESTROOM ENCLOSURE	R	3/20/2023	1,948.80		242018		1,948.80
	*** VENDOR TOTALS ***					1 CHECKS		1,948.80
010368	AMANDA BELLIS							
I-03/02/2023MILEAGE	3/2/23 MILEAGE	E	3/22/2023	34.06		006803		34.06
	*** VENDOR TOTALS ***					1 CHECKS		34.06
005950	BLACKSTONE AUDIO INC							
I-2089122	MULTIMEDIA/SHELF READY - KL	R	3/20/2023	37.94		242019		
I-2091781	MULTIMEDIA/SHELF READY - KL	R	3/20/2023	542.36		242019		580.30
	*** VENDOR TOTALS ***					1 CHECKS		580.30
003947	BOB BROWN GMC INC							
I-38411	UNIT #88 PARTS	E	3/22/2023	6.62		006751		6.62
	*** VENDOR TOTALS ***					1 CHECKS		6.62
001136	BOLTON & HAY INC							
I-1657340	NACHO CHEESE WARMER - PARKS	R	3/20/2023	264.99		242020		264.99
	*** VENDOR TOTALS ***					1 CHECKS		264.99
009487	BOOT BARN INC							
I-INV00222965	BOOTS/JACKET - CD	E	3/22/2023	265.48		006781		
I-INV00222966	BOOTS - J. GEORGIUS	E	3/22/2023	112.49		006781		
I-INV00222968	BOOTS - B. PRUISMANN	E	3/22/2023	116.99		006781		
I-INV00222969	BOOTS - J. GUDDALL	E	3/22/2023	130.49		006781		
I-INV00222970	BOOTS - M VILLAMAGNA	E	3/22/2023	134.10		006781		
I-INV00222971	BOOTS - C. CALHOUN	E	3/22/2023	140.00		006781		899.55
	*** VENDOR TOTALS ***					1 CHECKS		899.55

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005174	BOUND TREE MEDICAL LLC							
I-84870743	EMS SUPPLIES - FD	R	3/20/2023	308.26		242021		
I-84873471	EMS SUPPLIES - FD	R	3/20/2023	817.71		242021		
I-84873472	EMS SUPPLIES - FD	R	3/20/2023	22.50		242021		
I-84875229	EMS SUPPLIES - FD	R	3/20/2023	352.04		242021		
I-84875230	EMS SUPPLIES - FD	R	3/20/2023	825.88		242021		
I-84879235	EMS SUPPLIES - FD	R	3/20/2023	938.56		242021		
I-84880973	EMS SUPPLIES - FD	R	3/20/2023	394.23		242021		
I-84880974	EMS SUPPLIES - FD	R	3/20/2023	115.95		242021		
I-84880975	EMS SUPPLIES - FD	R	3/20/2023	115.95		242021		
I-84880976	EMS SUPPLIES - FD	R	3/20/2023	69.57		242021		
I-84880977	EMS SUPPLIES - FD	R	3/20/2023	310.24		242021		
I-84880978	EMS SUPPLIES - FD	R	3/20/2023	167.64		242021		4,438.53
	*** VENDOR TOTALS ***					1 CHECKS		4,438.53
005565	STEPHANIE BRAUN							
I-2/27/23-3/3/23	MEAL REIMBURSEMENT	R	3/20/2023	96.39		242022		96.39
	*** VENDOR TOTALS ***					1 CHECKS		96.39
000127	BRICK GENTRY PC							
I-393336	2/25/2023 STATEMENT 224.008	R	3/20/2023	105.00		242023		
I-393338	2/25/2023 STATEMENT 224.001	R	3/20/2023	2,887.80		242023		
I-393339	2/25/2023 STATEMENT 224.031	R	3/20/2023	920.00		242023		
I-393341	2/25/2023 STATEMENT 224.003	R	3/20/2023	900.00		242023		
I-393342	2/25/23 STATEMENT 224.004	R	3/20/2023	105.00		242023		
I-393344	2/25/23 STATEMENT 224.014	R	3/20/2023	540.00		242023		5,457.80
	*** VENDOR TOTALS ***					1 CHECKS		5,457.80
001757	BROWNELLS INC							
I-2023410166763	FRONT SIGHT - PD	R	3/20/2023	60.99		242024		60.99
	*** VENDOR TOTALS ***					1 CHECKS		60.99
009455	JONATHAN BURKHART							
I-2/27/23-3/3/23	MEAL REIMBURSEMENT	E	3/22/2023	109.74		006798		109.74
	*** VENDOR TOTALS ***					1 CHECKS		109.74
002167	BUSINESS PUBLICATIONS CORP							
I-932085-R1	FY23 BR RENEWAL - KL	R	3/20/2023	24.95		242025		24.95
	*** VENDOR TOTALS ***					1 CHECKS		24.95
000385	CAPITAL CITY EQUIPMENT CO							
I-34001D	UNIT #214 PARTS	E	3/22/2023	394.62		006735		394.62
	*** VENDOR TOTALS ***					1 CHECKS		394.62

VENDOR SET: 01 City of Ankeny
BANK: APGB FIRST INTERSTATE BANK
DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000453	CARQUEST AUTO PARTS							
I-2330-779497	FUEL FILTER - CG	R	3/20/2023	10.48		242026		
I-2330-780633	FUEL FILTERS - CG	R	3/20/2023	62.96		242026		
I-2330-780705	UBOLT CLAMP - CG	R	3/20/2023	54.54		242026		127.98
	*** VENDOR TOTALS ***					1 CHECKS		127.98
005278	CDW GOVERNMENT							
I-GW45984	ADOBE ENTERPRISE RENEWAL	E	3/22/2023	6,344.68		006760		6,344.68
	*** VENDOR TOTALS ***					1 CHECKS		6,344.68
004613	CENTRAL IOWA DISTRIBUTING							
I-236522	TP DISPENSER - ACC	E	3/22/2023	444.00		006754		444.00
	*** VENDOR TOTALS ***					1 CHECKS		444.00
011409	CENTRAL MCGOWAN INC							
I-227408	HIGH PRESSURE CARB - OC	E	3/22/2023	30.00		006788		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
011576	CINTAS CORPORATION							
I-4129152475	8/23/22 SVCS - ACC	R	3/20/2023	52.39		242027		
I-4136724146	11/08/22 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4138175297	11/21/22 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4138823926	11/29/22 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4139522714	12/06/22 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4140260096	12/13/22 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4140973770	12/20/22 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4142309428	1/04/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4143679737	1/17/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4144368190	UNIFORM RENTALS -OCM	R	3/20/2023	23.20		242027		
I-4144378652	1/24/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4145131245	UNIFORM RENTALS -OCM	R	3/20/2023	23.20		242027		
I-4145141844	1/31/23 SVCS - WATER	R	3/20/2023	177.87		242027		
I-4145141934	1/31/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4145764333	UNIFORM RENTAL - OCM	R	3/20/2023	23.20		242027		
I-4145775655	2/07/23 SVCS - WATER	R	3/20/2023	178.24		242027		
I-4146503740	2/14/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4146503743	2/14/23 SVCS - WATER	R	3/20/2023	178.24		242027		
I-4147353243	2/22/23 SVCS - WASTEWATER	R	3/20/2023	135.51		242027		
I-4147876059	UNIFORM RENTALS- OCM	R	3/20/2023	23.20		242027		
I-4147886937	2/28/23 SVCS - WATER	R	3/20/2023	198.82		242027		
I-4147887117	2/28/23 SVCS - PARK MAINT	R	3/20/2023	113.23		242027		
I-4147887131	2/28/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4148027320	3/01/23 SVCS - WASTEWATER	R	3/20/2023	135.51		242027		
I-4148632225	3/07/23 SVCS - WATER	R	3/20/2023	177.71		242027		
I-4148632316	3/07/23 SVCS - ACC	R	3/20/2023	63.81		242027		
I-4148632404	3/07/23 SVCS - PARK MAINT	R	3/20/2023	113.23		242027		
I-4148739053	3/08/23 SVCS - WASTEWATER	R	3/20/2023	135.51		242027		
I-9210210383	BANQUET SUPPLY RENTALS-OC	R	3/20/2023	47.40		242027		
I-9210210385	BANQUET SUPPLY RENTALS-OC	R	3/20/2023	71.69		242027		2,637.68
	*** VENDOR TOTALS ***					1 CHECKS		2,637.68

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002726	CITY OF DES MOINES TREASURY							
I-129658	FY23 #10 WRA MONTHLY ALLOCATN	R	3/20/2023	498,474.80		242028		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
009223	COMMERCIAL LIGHTING SERVICES I							
I-33051	POLE LIGHT SERVICING - FD	R	3/20/2023	596.50		242029		
I-33075	POLE LIGHT SERVICING - FD	R	3/20/2023	523.15		242029		1,119.65
	*** VENDOR TOTALS ***					1 CHECKS		1,119.65
009492	CONFERENCE TECHNOLOGIES, INC							
I-ST221000312	MEETING ROOM A TECH REPAIRS-KL	E	3/22/2023	617.50		006782		617.50
	*** VENDOR TOTALS ***					1 CHECKS		617.50
002559	CONSUMERS ENERGY							
I-2/01/23-3/01/23	2/01/2023-3/01/2023 STATEMENT	E	3/22/2023	2,647.48		006746		2,647.48
	*** VENDOR TOTALS ***					1 CHECKS		2,647.48
009277	CONVERGE ONE INC							
I-IE9104498	MERAKI MR46 WIRELESS	E	3/22/2023	3,183.96		006779		
I-IE9104623	MERAKI SFP - IT	E	3/22/2023	853.62		006779		4,037.58
	*** VENDOR TOTALS ***					1 CHECKS		4,037.58
003533	5 TRAILS INC							
I-18270	PLAQUES - P&R	R	3/20/2023	80.15		242030		80.15
	*** VENDOR TOTALS ***					1 CHECKS		80.15
007254	CUTTER & BUCK							
I-0096334200	STOCK MERCH FOR RESALE - OC	R	3/20/2023	40.78		242031		40.78
	*** VENDOR TOTALS ***					1 CHECKS		40.78
001003	ED DANIELS							
I-109506	FILTERS - KL	E	3/22/2023	679.78		006740		
I-109507	FILTERS - PSB	E	3/22/2023	175.21		006740		854.99
	*** VENDOR TOTALS ***					1 CHECKS		854.99
000605	DEMCO INC							
I-7267102	BOOK JKTS/TAPE/PROTCTORS-KL	E	3/22/2023	188.54		006738		
I-7268681	BOOKMARKS - KL	E	3/22/2023	92.13		006738		280.67
	*** VENDOR TOTALS ***					1 CHECKS		280.67
010180	AUSTIN DEMERS							
I-01/2023 MILEAGE	01/2023 MILEAGE	E	3/22/2023	52.79		006802		
I-02/2023 MILEAGE	02/2023 MILEAGE	E	3/22/2023	56.85		006802		109.64
	*** VENDOR TOTALS ***					1 CHECKS		109.64

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011418	DES MOINES BREAKERZ							
I-FEB-MAR 2023	FY23 BREAKDANCING FEB-MAR	E	3/22/2023	1,199.20		006789		1,199.20
	*** VENDOR TOTALS ***					1 CHECKS		1,199.20
000758	DES MOINES IRON & SUPPLY CO							
I-1904674166	CHERRY GLEN KYBO ENCLOSURE	R	3/20/2023	580.94		242032		580.94
	*** VENDOR TOTALS ***					1 CHECKS		580.94
000160	DES MOINES WATER WORKS							
I-000186 2/27/2023	2/27/2023 STATEMENT	R	3/20/2023	1,050.00		242033		
I-005039 2/27/23	2/27/2023 STATEMENT	R	3/20/2023	247,588.06		242033		
I-005040 2/27/23	2/27/2023 STATEMENT	R	3/20/2023	150,079.42		242033		
I-084542 2/27/23	2/27/2023 STATEMENT	R	3/20/2023	75.00		242033		
I-084793 2/27/23	2/27/2023 STATEMENT	R	3/20/2023	115,579.71		242033		
I-099890 2/27/23	2/27/2023 STATEMENT	R	3/20/2023	158,021.68		242033		
I-101656 2/27/23	2/27/2023 STATEMENT	R	3/20/2023	115,859.78		242033		788,253.65
	*** VENDOR TOTALS ***					1 CHECKS		788,253.65
001327	GL ANKENY LLC							
I-149501 DOW	UNIT #935 BOOT KIT	R	3/20/2023	51.24		242034		
I-149717 DOW	UNIT #304 PARTS	R	3/20/2023	41.72		242034		
I-149894 DOW	UNIT #230 PARTS	R	3/20/2023	149.80		242034		242.76
	*** VENDOR TOTALS ***					1 CHECKS		242.76
000161	DEWEY FORD INC							
C-CM601858 FOW	CR: UNIT #115 NOX MODULE	R	3/20/2023	248.44CR		242035		
I-599191 FOW	DEFLECTOR/BUMPER ASY-SQUAD CAR	R	3/20/2023	86.38		242035		
I-601521 FOW	UNIT #91 FUSE	R	3/20/2023	217.62		242035		
I-601858 FOW	UNIT #115 NOX MODULE	R	3/20/2023	248.44		242035		
I-601869 FOW	UNIT #115 NOX SENSOR	R	3/20/2023	281.97		242035		585.97
	*** VENDOR TOTALS ***					1 CHECKS		585.97
011431	DINNER DELIGHTS							
I-03/03/2023	3/5/23 DINNER DELIGHTS CLASSES	R	3/20/2023	1,180.00		242036		1,180.00
	*** VENDOR TOTALS ***					1 CHECKS		1,180.00
009634	EMILY DOONAN							
I-3/13/2023 TUITION	TUITION REIMBURSEMENT	E	3/22/2023	1,095.00		006800		1,095.00
	*** VENDOR TOTALS ***					1 CHECKS		1,095.00
002143	DOORS INC							
I-331605	HAWKEYE CONCESSION LOCKS	E	3/22/2023	1,225.00		006744		1,225.00
	*** VENDOR TOTALS ***					1 CHECKS		1,225.00

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004995	ECHO GROUP INC							
I-S009944077.002	GFCI OUTLETS-DISTRICT LGT POLE	E	3/22/2023	221.04		006756		221.04
	*** VENDOR TOTALS ***					1 CHECKS		221.04
006319	EDWARD DON AND COMPANY							
I-29184312	SAUTE PAN - OC	R	3/20/2023	85.40		242037		85.40
	*** VENDOR TOTALS ***					1 CHECKS		85.40
000628	EIDE BAILLY LLP							
I-EI01456758	HOTLINE FRAUD-ANNUAL FEE	E	3/22/2023	250.00		006739		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
008036	ENVISIONWARE INC							
I-INV-US-64157	FY23 RENEWAL-KL	E	3/22/2023	4,170.45		006773		4,170.45
	*** VENDOR TOTALS ***					1 CHECKS		4,170.45
005719	JAMIE ERIE							
I-02/23/2023	EMT/FIRE TRAINING ONLINE	E	3/22/2023	250.00		006795		
I-3/7/23-3/9/23	MEAL REIMBURSEMENT	E	3/22/2023	28.51		006795		278.51
	*** VENDOR TOTALS ***					1 CHECKS		278.51
005478	EXCEL MECHANICAL COMPANY INC							
I-159202	MOTOR BEARING REPAIR-KL	E	3/22/2023	1,245.00		006762		
I-160417	EQUIPMENT INSPECTION	E	3/22/2023	1,408.00		006762		2,653.00
	*** VENDOR TOTALS ***					1 CHECKS		2,653.00
002285	FASTENAL COMPANY							
I-IADES426247	STREE SUPPLIES - PW	E	3/22/2023	29.17		006745		29.17
	*** VENDOR TOTALS ***					1 CHECKS		29.17
006858	FERGUSON ENTERPRISES INC #1657							
I-0450546	METER AND METER PARTS	R	3/20/2023	54,000.00		242038		54,000.00
	*** VENDOR TOTALS ***					1 CHECKS		54,000.00
011686	FINAL CALL RESTORATION, LLC							
I-2023-01-06-1625	PSB SPRINKLER BREAK	E	3/22/2023	9,182.39		006791		9,182.39
	*** VENDOR TOTALS ***					1 CHECKS		9,182.39
002023	FIRE DEPT SAFETY OFFICERS							
I-03071	FY23 RENEWAL - SCHELLHASE	R	3/20/2023	99.00		242039		99.00
	*** VENDOR TOTALS ***					1 CHECKS		99.00
011234	FIRE SERVICE TRAINING BUREAU							
I-231471	ADV INSTR 1 CLASS BOOK - FD	R	3/20/2023	83.44		242040		83.44
	*** VENDOR TOTALS ***					1 CHECKS		83.44

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007648	DAIOHS USA INC							
I-702815	COFFEE SERVICES - STREETS	E	3/22/2023	97.50		006771		97.50
	*** VENDOR TOTALS ***					1 CHECKS		97.50
010286	AT&T MOBILITY II LLC							
I-02272023 FD	01/20/23-02/19/23 STATEMENT-FD	R	3/20/2023	1,132.34		242041		1,132.34
010286	AT&T MOBILITY II LLC							
I-02272023 PD	01/20/23-02/19/23 STATEMENT-PD	R	3/20/2023	1,573.88		242042		1,573.88
	*** VENDOR TOTALS ***					2 CHECKS		2,706.22
002078	FOTH & VAN DYKE LLC							
I-82148	PRAIRIE TRAIL IV WETLAND	E	3/22/2023	133.50		006743		
I-82598 #11	PAY 11-N 4MILE CRK TRNK SWR	E	3/22/2023	14,595.26		006743		14,728.76
	*** VENDOR TOTALS ***					1 CHECKS		14,728.76
003901	JUSTIN ROBERT FRISK							
I-02/2023 PARKING	02/20-02/22/23 PARKING	E	3/22/2023	30.00		006793		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
000211	GALE							
I-80791970	FEB LG PRINT DIST 5 PLAN	E	3/22/2023	46.50		006730		
I-80825943	MARCH BIOGRAPHY PLAN 2	E	3/22/2023	51.73		006730		
I-80825946	MARCH CHRISTIAN ROMANCE 5 PLAN	E	3/22/2023	124.45		006730		
I-80826543	MARCH CHRISTIAN ROMANCE 4 PLAN	E	3/22/2023	119.20		006730		
I-80848667	MARCH CORE 8 PLAN - KL	E	3/22/2023	128.95		006730		
I-80848752	MARCH BASIC 8 PLAN - KL	E	3/22/2023	240.66		006730		
I-80855783	MARCH WHEELER HRDCVR 5 PLN-KL	E	3/22/2023	134.95		006730		846.44
	*** VENDOR TOTALS ***					1 CHECKS		846.44
003712	GALLS, LLC							
C-023524354	CR: WATCH CAP - PD	R	3/20/2023	129.90CR		242043		
C-023602725	CR: UNIFORMS - PD	R	3/20/2023	143.93CR		242043		
I-023382864	UNIFORMS - PD	R	3/20/2023	797.84		242043		
I-023500102	WARCH CAP/HAT - PD	R	3/20/2023	156.50		242043		
I-023548968	JACKET - FD	R	3/20/2023	149.79		242043		
I-023577308	POLO SHIRTS - FD	R	3/20/2023	400.11		242043		
I-023588255	NAME BARS - FD	R	3/20/2023	106.32		242043		
I-023613163	UNIFORM - FD	R	3/20/2023	8.26		242043		
I-023613164	UNIFORM - FD	R	3/20/2023	8.14		242043		
I-023622842	UNIFORMS - FD	R	3/20/2023	275.05		242043		
I-023623022	UNIFORMS - FD	R	3/20/2023	106.55		242043		
I-023626132	WATCH CAP - PD	R	3/20/2023	156.50		242043		
I-023626189	UNIFORMS - PD	R	3/20/2023	460.06		242043		2,351.29
	*** VENDOR TOTALS ***					1 CHECKS		2,351.29

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001344	GARLAND'S INC.							
I-481265	GATE CASTER SPRING - CG	R	3/20/2023	117.00		242044		117.00
	*** VENDOR TOTALS ***					1 CHECKS		117.00
009054	GPS INDUSTRIES LLC							
I-CON010928	3/1/23-3/31/23 CNTRL/TRKNG/VSG	R	3/20/2023	2,189.00		242045		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
000227	GRAINGER							
I-9618976311	RIVET NUTGUN - MU	E	3/22/2023	78.98		006731		
I-9618976329	RIVET NUTS - MU	E	3/22/2023	17.80		006731		
I-9619895700	CABLE TIES - MU	E	3/22/2023	144.04		006731		
I-9620432816	AIR VENTS - PD	E	3/22/2023	12.11		006731		
I-9630116680	POOL TOILET PARTS - PARKS	E	3/22/2023	98.29		006731		
I-9632769247	SOAP/CONDITIONER - CG	E	3/22/2023	256.84		006731		
I-9633284782	FLOOR MARKING TAPE - PARKS	E	3/22/2023	61.33		006731		669.39
	*** VENDOR TOTALS ***					1 CHECKS		669.39
008737	TRAVIS GRANDGEORGE							
I-3/13/2023	MEAL REIMBURSEMENT	R	3/20/2023	12.52		242046		12.52
	*** VENDOR TOTALS ***					1 CHECKS		12.52
000229	GRAYBAR ELECTRIC CO INC							
I-9330285901	FIBER CABLE - TRFC	R	3/20/2023	77.50		242047		
I-9330876454	FIBER OPTIC CABLE-24CTSM	R	3/20/2023	2,330.65		242047		
I-9330879460	FIBER CABLE - TRFC	R	3/20/2023	124.05		242047		
I-9330880532	FIBER CABLE - TRFC	R	3/20/2023	38.75		242047		2,570.95
	*** VENDOR TOTALS ***					1 CHECKS		2,570.95
009268	BROCK DANA GRUBBS							
I-1/19-2/17/23 SNOW	1/19-2/17/23 SR SNOW REMOVAL	R	3/20/2023	1,782.00		242048		1,782.00
	*** VENDOR TOTALS ***					1 CHECKS		1,782.00
005159	JOHN GUZMAN III							
I-3/06/2023	SHOE REIMBURSEMENT	R	3/20/2023	140.00		242049		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
005993	HANDLEY LAW FIRM							
I-3/03/2023	FEBRUARY 2023 SERVICES - PD	E	3/22/2023	10,580.00		006768		10,580.00
	*** VENDOR TOTALS ***					1 CHECKS		10,580.00
007883	HAWKEYE COMMUNITY COLLEGE							
I-14584	APPLGATE ILEA TUITION	R	3/20/2023	5,500.00		242050		5,500.00
	*** VENDOR TOTALS ***					1 CHECKS		5,500.00

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001815	HAWKEYE TRUCK EQUIPMENT							
I-157298	UNIT #410 LIGHT BAR	R	3/20/2023	209.00		242051		
I-157436	UNIT #610 LIGHT BAR	R	3/20/2023	209.00		242051		418.00
	*** VENDOR TOTALS ***					1 CHECKS		418.00
003452	HDR ENGINEERING INC							
I-1200504682 #9	PAY 9-NW IRVNDLE EL STRG TNK	R	3/20/2023	16,170.00		242052		16,170.00
	*** VENDOR TOTALS ***					1 CHECKS		16,170.00
003098	HOTSY CLEANING SYSTEMS IN							
I-0212703-IN	OIL PUMP/CHM FLTR REPAIR - PW	E	3/22/2023	247.34		006748		
I-0212728-IN	FLEETWASH - PW	E	3/22/2023	483.00		006748		730.34
	*** VENDOR TOTALS ***					1 CHECKS		730.34
005531	HR GREEN INC							
I-160643 #7	PAY 7-SW STATE ST FIBER OP REL	E	3/22/2023	1,687.50		006764		
I-160676 #16	PAY 16-NE36TH RECONI35/4MD	E	3/22/2023	26,469.25		006764		28,156.75
	*** VENDOR TOTALS ***					1 CHECKS		28,156.75
011687	JOHN MCILHON							
I-29259	LAZER ENGRAVING - ED	R	3/20/2023	439.85		242053		439.85
	*** VENDOR TOTALS ***					1 CHECKS		439.85
008906	IMAGE TREND INC							
I-141467	MYEMSCARE MONTHLY FEE - FD	E	3/22/2023	83.33		006775		83.33
	*** VENDOR TOTALS ***					1 CHECKS		83.33
009565	INFOSEND INCORPORATED							
I-230974	02/2023 MAIL SERVICES	R	3/20/2023	9,554.24		242054		9,554.24
	*** VENDOR TOTALS ***					1 CHECKS		9,554.24
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901006948 B	REBUILD REPAIR - FD	R	3/20/2023	194.97		242055		
I-1925901007189	SCRUBBER BATTERIES - LAKESIDE	R	3/20/2023	537.60		242055		
I-1925901007199	BATTERIES - PARKS	R	3/20/2023	34.80		242055		767.37
	*** VENDOR TOTALS ***					1 CHECKS		767.37
000266	INTERSTATE BATTERY SYSTEM							
I-40213227	BATTERIES - CG	E	3/22/2023	154.95		006732		
I-852663	UNIT #824 BATTERIES	E	3/22/2023	87.95		006732		
I-853161	UNIT #864 BATTERY	E	3/22/2023	119.95		006732		
I-853911	UNIT #272 BATTERY	E	3/22/2023	263.90		006732		626.75
	*** VENDOR TOTALS ***					1 CHECKS		626.75

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007091	IOWA LAW ENFORCEMENT ACADEMY							
I-322928	MCKEEVER ILEA TUITION	R	3/20/2023	7,100.00		242056		7,100.00
	*** VENDOR TOTALS ***					1 CHECKS		7,100.00
000743	IOWA MUNICIPAL FINANCE OFFICER							
I-FY23 HANSON	FY23 IMFOA MEMBERSHIP-HANSON	R	3/20/2023	20.00		242057		
I-SPRING 23 CONF-MY	SPRING 2023 CONF REG - M YUSKA	R	3/20/2023	125.00		242057		145.00
	*** VENDOR TOTALS ***					1 CHECKS		145.00
003226	IOWA ONE CALL							
I-249239	1/31/23 FTP - MU	E	3/22/2023	702.00		006750		
I-249304	1/31/23 EMAIL - TRFC	E	3/22/2023	111.60		006750		813.60
	*** VENDOR TOTALS ***					1 CHECKS		813.60
011579	BRANDT JOHNSON							
I-02/24/2023 MILEAGE	02/24/23 MILEAGE	E	3/22/2023	6.55		006806		6.55
	*** VENDOR TOTALS ***					1 CHECKS		6.55
000065	RENEWABLE ENERGY GROUP INC							
I-571048	2/28/23 80/20 BLEND/87E10	E	3/22/2023	21,468.49		006728		
I-571112	3/08/23 80/20 BLEND/87E10	E	3/22/2023	21,434.39		006728		
I-94466	3/01/23 DIESEL DYED	E	3/22/2023	619.20		006728		43,522.08
	*** VENDOR TOTALS ***					1 CHECKS		43,522.08
009201	KIESLER POLICE SUPPLY INC							
I-IN208877	FEDERAL RIFLE DUTY AMMO	E	3/22/2023	10,176.80		006777		10,176.80
	*** VENDOR TOTALS ***					1 CHECKS		10,176.80
000581	MIDWEST MOTOR SUPPLY CO INC							
I-100802255	SHOP PARTS - CG	E	3/22/2023	108.20		006737		108.20
	*** VENDOR TOTALS ***					1 CHECKS		108.20
008587	KINZLER CONSTRUCTION SERVICES							
I-2301987.0001	GARAGE DOOR REPAIR - MU	R	3/20/2023	1,499.50		242058		
I-2303504.0001	DOOR INSPECTION/REPAIR-PRSC	R	3/20/2023	101.50		242058		1,601.00
	*** VENDOR TOTALS ***					1 CHECKS		1,601.00
008194	KLOCKE'S EMERGENCY VEHICLES LL							
I-025816	#115 DOOR	R	3/20/2023	112.76		242059		112.76
	*** VENDOR TOTALS ***					1 CHECKS		112.76
010104	KONE INC							
I-962470200	MAINTENANCE 3/1/23-2/29/24	R	3/20/2023	7,972.32		242060		7,972.32
	*** VENDOR TOTALS ***					1 CHECKS		7,972.32

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008472	KRIS ENGINEERING INC							
I-37885	CURB GUARDS - PW	R	3/20/2023	2,078.26		242061		2,078.26
	*** VENDOR TOTALS ***					1 CHECKS		2,078.26
005189	KULLY SUPPLY INC							
I-599775	TOILET PARTS - FD	E	3/22/2023	217.74		006759		
I-606198	SPLASH PAD DRINKING FOUNTAIN	E	3/22/2023	243.40		006759		461.14
	*** VENDOR TOTALS ***					1 CHECKS		461.14
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-7583	NUISANCE SNOW REMOVAL	E	3/22/2023	100.00		006805		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230228	AVCC SBSRT 2/1/23-2/28/23	E	3/22/2023	500.00		006790		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
009618	LIBRARY IDEAS, LLC							
I-97041	MISC BOOKS - KL	R	3/20/2023	811.26		242062		
I-97042	MISC BOOKS - KL	R	3/20/2023	276.06		242062		1,087.32
	*** VENDOR TOTALS ***					1 CHECKS		1,087.32
000402	LINDE GAS & EQUIPMENT							
I-34521324	WELDING RENTALS - PARKS	R	3/20/2023	42.22		242063		42.22
	*** VENDOR TOTALS ***					1 CHECKS		42.22
008613	KRISTINA LINDELL							
I-2/23/23-2/24/23	MEAL REIMBURSEMENT	E	3/22/2023	28.38		006796		
I-2/27/23-3/3/23	MEAL REIMBURSEMENT	E	3/22/2023	81.97		006796		110.35
	*** VENDOR TOTALS ***					1 CHECKS		110.35
003200	QUENTIN LUKE							
I-3/02/2023	SHOE REIMBURSEMENT	E	3/22/2023	71.82		006792		71.82
	*** VENDOR TOTALS ***					1 CHECKS		71.82
000313	MCANINCH CORPORATION							
I-PAY 9-IRV TRNS P3	PAY 9-IRVNDLE DR TRNS MN P3	E	3/22/2023	6,744.00		006733		6,744.00
	*** VENDOR TOTALS ***					1 CHECKS		6,744.00
002183	MCCLURE ENGINEERING CO							
I-144260 #11	PAY 11-NW 18TH RECON ASH/ANKB	R	3/20/2023	55,396.27		242064		55,396.27
	*** VENDOR TOTALS ***					1 CHECKS		55,396.27

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001671	MCC IOWA LLC							
I-3/01/23-3/31/23	3/0/23-3/31/23 DEDICATE INT	R	3/20/2023	500.00		242065		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-26091	FEB 2023 SERVICES	E	3/22/2023	1,089.50		006742		1,089.50
	*** VENDOR TOTALS ***					1 CHECKS		1,089.50
004747	MENARDS							
I-81295	CAT6/LIGHT/BATTERY/BAG - TRFC	R	3/20/2023	132.79		242066		
I-81766	WATERSTOP/GLOVES - PW	R	3/20/2023	87.88		242066		
I-81776	SPRAY PAINT - MU	R	3/20/2023	6.98		242066		
I-81863	JOHN DEERE TIRE REPAIR - PARKS	R	3/20/2023	10.12		242066		
I-81885	COUPLING - PW	R	3/20/2023	4.45		242066		
I-81928	SHOP SUPPLIES/PVC - MU	R	3/20/2023	406.75		242066		
I-81960	WATER EQUIPMENT/SUPPLIES - MU	R	3/20/2023	304.92		242066		
I-82067	CONCRETE REPAIR MORTAR - MU	R	3/20/2023	17.97		242066		
I-82069	GRINDER PADS - PARKS	R	3/20/2023	14.97		242066		
I-82070	CONCRETE REPAIR MORTAR - MU	R	3/20/2023	161.73		242066		
I-82111	BATTERY - CH	R	3/20/2023	3.99		242066		
I-82118	SHOP SUPPLIES - PARKS	R	3/20/2023	93.25		242066		
I-82127	POOL VACUUM PARTS - PARKS	R	3/20/2023	11.43		242066		
I-82128	CAULK - PD	R	3/20/2023	22.47		242066		
I-82163	CLTVATR/PPR TWL/TP/BLEACH-MU	R	3/20/2023	160.58		242066		
I-82180	FUEL/OIL/HOOK/CASTORS-FD	R	3/20/2023	65.46		242066		
I-82210	WATER LEAK PARTS - OC	R	3/20/2023	35.43		242066		
I-82218	ICE MELT - PARKS	R	3/20/2023	41.98		242066		
I-82219	ICE MELT - PARKS	R	3/20/2023	20.99		242066		
I-82221 2/23/23	ICE MELT - PARKS	R	3/20/2023	20.99		242066		
I-82235	ADHESIVE - CG	R	3/20/2023	6.36		242066		
I-82261	POST MOUNTS - PW	R	3/20/2023	39.98		242066		
I-82266	WASHER DRAIN - FD	R	3/20/2023	21.95		242066		
I-82372	PVC/SPRING SNAP - MU	R	3/20/2023	98.74		242066		
I-82386	BRAZING ROD/TEMP GAGE/ELBW-PKS	R	3/20/2023	44.36		242066		
I-82397	GLYCOL LEAK PARTS - PD	R	3/20/2023	22.28		242066		
I-82441	CHAIRS - OEC	R	3/20/2023	149.94		242066		
I-82457	VALVE SEAL - PARKS	R	3/20/2023	6.98		242066		
I-82478 3/01/23	LIGHT BULBS - FS#1	R	3/20/2023	12.99		242066		
I-82481	WATER SUPPLIES - MU	R	3/20/2023	51.01		242066		
I-82498	TARP CANVAS - PW	R	3/20/2023	58.99		242066		
I-82500	METAL CUTTING/PVC - MU	R	3/20/2023	50.55		242066		
I-82525	WATER EQUIPMENT/SUPPLIES-MU	R	3/20/2023	200.71		242066		
I-82549	VENTS - PARKS	R	3/20/2023	21.09		242066		
I-82587	CHRRY GLN RR/FLWR BED SUPP-PKS	R	3/20/2023	193.09		242066		
I-82591	PICK MATTOCK - PW	R	3/20/2023	34.98		242066		
I-82592 3/03/23	CONCRETE REPAIR MORTAR - MU	R	3/20/2023	215.64		242066		
I-82609	PARKING LOT LIGHT PARTS - FD	R	3/20/2023	15.36		242066		2,870.13
	*** VENDOR TOTALS ***					1 CHECKS		2,870.13

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007664	MERCY NORTH PHARMACY							
I-3/2/2023	EMS PHARMACY - FD	R	3/20/2023	488.88		242068		488.88
	*** VENDOR TOTALS ***					1 CHECKS		488.88
009296	MERRITT COMPANY INC							
I-63557	FEBRUARY CLEANINGS	R	3/20/2023	17,353.00		242069		
I-63558	JANITORIAL SUPPLIES - KL	R	3/20/2023	1,053.18		242069		
I-63559	JANITORIAL SUPPLIES - PSB	R	3/20/2023	503.10		242069		
I-63560	TOWELS - PW	R	3/20/2023	77.78		242069		
I-63561	ACC CLEANING SUPPLIES	R	3/20/2023	972.95		242069		19,960.01
	*** VENDOR TOTALS ***					1 CHECKS		19,960.01
002765	MIDWEST BREATHING AIR LLC							
I-26569	QUARTERLY TESTING	E	3/22/2023	2,530.45		006747		2,530.45
	*** VENDOR TOTALS ***					1 CHECKS		2,530.45
000945	MIDWEST WHEEL COMPANIES							
I-3114118-00	UNIT #664 PARTS	R	3/20/2023	35.13		242070		
I-3134098-00	#224 STEERING GEAR	R	3/20/2023	1,185.00		242070		1,220.13
	*** VENDOR TOTALS ***					1 CHECKS		1,220.13
1	ANYIASONG, EDITH							
I-000202303159701	US REFUND	R	3/20/2023	55.50		241964		55.50
1	BATTEN, LUCAS							
I-000202303159682	US REFUND	R	3/20/2023	31.76		241965		31.76
1	BAUMGARTNER, KATELYN							
I-000202303159688	US REFUND	R	3/20/2023	91.71		241966		91.71
1	BEHRENS, GARY							
I-000202303159717	US REFUND	R	3/20/2023	55.31		241967		55.31
1	BENDER, CHLOE							
I-000202303159683	US REFUND	R	3/20/2023	54.75		241968		54.75
1	CAMPBELL, JOHN							
I-000202303159685	US REFUND	R	3/20/2023	100.35		241969		100.35
1	CARPENTER, KAITLYN							
I-000202303159704	US REFUND	R	3/20/2023	64.20		241970		64.20
1	CLARK, LAUREL							
I-000202303159687	US REFUND	R	3/20/2023	25.38		241971		25.38

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			DATE			NO	STATUS	AMOUNT
1	ELDRD, MEGAN & LUKE							
I-000202303159694	US REFUND	R	3/20/2023	58.78		241972		58.78
1	FULLERTON, TYLER							
I-000202303159703	US REFUND	R	3/20/2023	65.48		241973		65.48
1	GANDY, MICHELLE							
I-000202303159710	US REFUND	R	3/20/2023	64.20		241974		64.20
1	GEHRKE, SHANE							
I-000202303159691	US REFUND	R	3/20/2023	65.48		241975		65.48
1	GIBSON, LINDSEY							
I-000202303159697	US REFUND	R	3/20/2023	60.76		241976		60.76
1	HART, ALEC							
I-000202303159702	US REFUND	R	3/20/2023	55.31		241977		55.31
1	HENKES, JORDAN							
I-000202303159689	US REFUND	R	3/20/2023	64.40		241978		64.40
1	HOLLISTER, FREDERICK							
I-000202303159712	US REFUND	R	3/20/2023	51.55		241979		51.55
1	HOWELL, THERESA							
I-000202303159714	US REFUND	R	3/20/2023	57.34		241980		57.34
1	HULGAN, BRIANNE							
I-000202303159715	US REFUND	R	3/20/2023	49.72		241981		49.72
1	KOONCE, EMILY							
I-000202303159693	US REFUND	R	3/20/2023	93.55		241982		93.55
1	LALLY, EMMA							
I-000202303159686	US REFUND	R	3/20/2023	11.31		241983		11.31
1	LEONARD, THOMAS							
I-000202303159692	US REFUND	R	3/20/2023	52.29		241984		52.29
1	LUDWIG, DOMINICK							
I-000202303159716	US REFUND	R	3/20/2023	101.28		241985		101.28
1	MONZON, JOSE							
I-000202303159707	US REFUND	R	3/20/2023	60.92		241986		60.92

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1	NELSON, ANTHONY							
I-000202303159711	US REFUND	R	3/20/2023	100.00		241987		100.00
1	NORDSTROM, JAXON							
I-000202303159713	US REFUND	R	3/20/2023	94.63		241988		94.63
1	PITTS, COLBY							
I-000202303159705	US REFUND	R	3/20/2023	100.00		241989		100.00
1	POPE, EMILY							
I-000202303159684	US REFUND	R	3/20/2023	64.46		241990		64.46
1	RHOADES, STEPHANIE							
I-000202303159706	US REFUND	R	3/20/2023	45.00		241991		45.00
1	RIGGLE, ADAM							
I-000202303159699	US REFUND	R	3/20/2023	61.14		241992		61.14
1	SCHMITZ, JEREMY							
I-000202303159698	US REFUND	R	3/20/2023	64.50		241993		64.50
1	SHANNON, TRINITY							
I-000202303159700	US REFUND	R	3/20/2023	50.47		241994		50.47
1	SIMMONS, BRUCE							
I-000202303159695	US REFUND	R	3/20/2023	22.19		241995		22.19
1	SOUMETHO, NITRA							
I-000202303159708	US REFUND	R	3/20/2023	93.33		241996		93.33
1	STEFFEN, GARRETT							
I-000202303159690	US REFUND	R	3/20/2023	42.12		241997		42.12
1	VOSHELL, TIFFANY							
I-000202303159709	US REFUND	R	3/20/2023	27.25		241998		27.25
1	WILLETT, ZACKERY							
I-000202303159696	US REFUND	R	3/20/2023	30.29		241999		30.29
*** VENDOR TOTALS ***						36 CHECKS		2,186.71
010714	ANDREW MOSES							
I-02/20/23-02/22/23	02/20-22/23 PARKING REIMBSMNT	E	3/22/2023	30.00		006804		30.00
*** VENDOR TOTALS ***						1 CHECKS		30.00

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006447	MSA PROFESSIONAL SERVICES INC							
I-R09085056.0-2 #2	PAY 2-UPTOWN PARKING IMPRVMTS	R	3/20/2023	6,550.00		242071		6,550.00
	*** VENDOR TOTALS ***					1 CHECKS		6,550.00
006756	MTI DISTRIBUTING INC							
I-1374274-00	UNIT #661 REPAIRS	R	3/20/2023	1,092.84		242072		1,092.84
	*** VENDOR TOTALS ***					1 CHECKS		1,092.84
010158	NICOLE L MUELLER							
I-03/10/23 GIFTCERTS	NOVEL FINDINGS GIFT CERTS	E	3/22/2023	43.99		006801		43.99
	*** VENDOR TOTALS ***					1 CHECKS		43.99
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-58972	02/23 COLLECTION FEES-OLD	R	3/20/2023	107.26		242073		107.26
	*** VENDOR TOTALS ***					1 CHECKS		107.26
000350	MUNICIPAL SUPPLY INC							
I-0863085-IN	PVC INSERT - MU	R	3/20/2023	14.80		242074		
I-0863429-IN	SEALANT - MU	R	3/20/2023	15.00		242074		
I-0863430-IN	DISTRIBUTION PARTS - MU	R	3/20/2023	40.91		242074		
I-0863431-IN	WATER SUPPLIES - MU	R	3/20/2023	628.00		242074		698.71
	*** VENDOR TOTALS ***					1 CHECKS		698.71
003057	NAPA AUTO PARTS							
C-2986-706625	CR: UNIT #60 WHEEL NUTS	R	3/20/2023	17.45CR		242075		
C-705686	CR: FUEL FILTER - CG	R	3/20/2023	21.42CR		242075		
I-2986-706264	UNIT #923 PARTS	R	3/20/2023	49.01		242075		
I-2986-706273	GREASE - CG	R	3/20/2023	12.32		242075		
I-2986-706274	OIL/AIR FILTERS - CG	R	3/20/2023	18.86		242075		
I-2986-706276	UNIT #114 DISC PADS	R	3/20/2023	208.70		242075		
I-2986-706298	GAUGES - FD	R	3/20/2023	52.98		242075		
I-2986-706302	AIR FILTER - CG	R	3/20/2023	12.00		242075		
I-2986-706559	UNIT #60 WHEEL NUTS	R	3/20/2023	17.45		242075		
I-2986-706623	UNIT #60 WHEEL NUT	R	3/20/2023	20.94		242075		
I-2986-706646	UNIT #827 AIR FILTER/THRDLCR	R	3/20/2023	36.84		242075		
I-2986-706654	FUEL/OIL FILTERS - CG	R	3/20/2023	127.58		242075		
I-2986-706668	UNIT #122 AIR FILTER	R	3/20/2023	55.88		242075		
I-2986-706719	OIL/CABLE - OC	R	3/20/2023	48.93		242075		
I-2986-706741	UNIT #239 SPARK PLUG	R	3/20/2023	4.01		242075		
I-2986-706749	OIL FILTER - CG	R	3/20/2023	45.48		242075		
I-2986-706800	CAPSULE - CG	R	3/20/2023	22.76		242075		
I-2986-706826	LAMP - CG	R	3/20/2023	46.60		242075		
I-2986-706995	OIL/AIR FILTER - CG	R	3/20/2023	50.68		242075		
I-2986-707032	DRY OIL - CG	R	3/20/2023	71.94		242075		
I-2986-707168	SHOP SUPPLIES - CG	R	3/20/2023	233.29		242075		
I-2986-707205	COMPRESSOR OIL - CG	R	3/20/2023	148.47		242075		
I-2986-707233	BLOW GUN - CG	R	3/20/2023	26.99		242075		
I-2986-707238	SOLENOID - PARKS SALTER	R	3/20/2023	54.98		242075		1,327.82
	*** VENDOR TOTALS ***					1 CHECKS		1,327.82

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003164	NILLES ASSOCIATES INC							
I-21233.03 #3	PAY 3-SW DSM STREET PKS PH1	E	3/22/2023	1,112.50		006749		
I-22108.01	NATIVE VEGETATION	E	3/22/2023	10,000.00		006749		
I-22197.01	STAKING - ROCK CREEK	E	3/22/2023	3,276.00		006749		14,388.50
	*** VENDOR TOTALS ***					1 CHECKS		14,388.50
000367	O'HALLORAN INTERNATIONAL							
C-31P189084	CR: UNIT #225 NITROGEN SENSOR	E	3/22/2023	276.25CR		006734		
I-31P189759	#229 COOLER	E	3/22/2023	2,286.00		006734		
I-31P189915	UNIT #221 VALVE/HARNESS	E	3/22/2023	462.48		006734		
I-31P190756	UNIT #269 GASKET CAP	E	3/22/2023	19.65		006734		2,491.88
	*** VENDOR TOTALS ***					1 CHECKS		2,491.88
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000291184	3/1/23-3/31/23 WORLDSHARE ILL	E	3/22/2023	47.69		006770		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69
003727	ODP BUSINESS SOLUTIONS, LLC							
I-290320667002	TOWELS - PSB	R	3/20/2023	22.48		242076		
I-292075855001	BATTERIES/TAPE/COFFEE - PSB	R	3/20/2023	140.38		242076		
I-292503094001	LANYARD/LTR/BOX/PPR/PENS-CH	R	3/20/2023	60.58		242076		
I-292871433001	COFFEE FILTERS - PD	R	3/20/2023	75.90		242076		
I-292871646001	COFFEE - PD	R	3/20/2023	230.20		242076		
I-293155256001	SERVER ROOM DVDS - PD	R	3/20/2023	705.36		242076		
I-293793917001	CUPS - PSB	R	3/20/2023	57.70		242076		
I-294521695001	ENVELOPE/SIGN HOLDER - PD	R	3/20/2023	67.33		242076		
I-300846720001	TAPE/PAPER - KL	R	3/20/2023	192.90		242076		1,552.83
	*** VENDOR TOTALS ***					1 CHECKS		1,552.83
007878	OVERDRIVE INC							
I-06497CO23063766	MULTIMEDIA - KL	R	3/20/2023	472.31		242077		
I-06497DA23067743	MULTIMEDIA - KL	R	3/20/2023	67.98		242077		540.29
	*** VENDOR TOTALS ***					1 CHECKS		540.29
000699	THE PENWORTHY COMPANY							
I-0588912-IN	CHILDRENS BOOK ORDER	R	3/20/2023	1,772.69		242078		1,772.69
	*** VENDOR TOTALS ***					1 CHECKS		1,772.69
009011	THE PITNEY BOWES RESERVE ACCOU							
I-03/2023 POSTAGE-CD RES ACCT 20829776 - CD		E	3/22/2023	1,100.00		006776		
I-03/2023 POSTAGE-PK RES ACCT 20829776 - PARKS		E	3/22/2023	1,100.00		006776		
I-03/2023 POSTAGE-PW RES ACCT 20829776 - PW		E	3/22/2023	1,100.00		006776		3,300.00
	*** VENDOR TOTALS ***					1 CHECKS		3,300.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 3/09/2023 THRU 3/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000387	POLK COUNTY RECORDER							
I-03/01/2023	ORDER 2054/53 IMAGE INVOICE	R	3/20/2023	3.00		242079		3.00
	*** VENDOR TOTALS ***					1 CHECKS		3.00
009386	POMP'S TIRE SERVICE, INC							
I-1400102974	#221 STEER TIRES	E	3/22/2023	1,302.00		006780		
I-1400103388	TIRES - SQUAD CAR	E	3/22/2023	611.64		006780		
I-1400103389	TIRES - SQUAD CAR	E	3/22/2023	611.64		006780		
I-1400103404	#224 STEER TIRES	E	3/22/2023	1,302.00		006780		
I-1400103567	#122 DRIVE TIRES	E	3/22/2023	1,310.00		006780		
I-1400103854	UNIT #238 TIRES	E	3/22/2023	719.88		006780		5,857.16
	*** VENDOR TOTALS ***					1 CHECKS		5,857.16
000390	POSTMASTER							
I-3/16/2023	SPRING CITY GUIDE MAILING	R	3/20/2023	5,681.92		242106		5,681.92
	*** VENDOR TOTALS ***					1 CHECKS		5,681.92
002713	PROTEX CENTRAL INC							
I-140436	FIRE EXTINGUISHER INSPECT-FS#2	R	3/20/2023	49.00		242080		
I-140438	FIRE EXTINGUISHER INSPECT-FS#1	R	3/20/2023	133.00		242080		
I-140439	FIRE EXTINGUISHER INSPECT-FS#3	R	3/20/2023	49.00		242080		231.00
	*** VENDOR TOTALS ***					1 CHECKS		231.00
007983	PUSH PEDAL PULL INC							
I-353908	TREADMILL SERVICE - FD	R	3/20/2023	165.00		242081		165.00
	*** VENDOR TOTALS ***					1 CHECKS		165.00
006390	QUILL CORPORATION							
I-30996775	FILE FOLDERS - P&R	R	3/20/2023	13.77		242082		
I-31024335	BINDERS - P&R	R	3/20/2023	18.28		242082		32.05
	*** VENDOR TOTALS ***					1 CHECKS		32.05
005557	RACOM CORPORATION							
I-RI-230080	EDACS ACCESS - PD	E	3/22/2023	2,612.73		006765		2,612.73
	*** VENDOR TOTALS ***					1 CHECKS		2,612.73
006038	REILLY CONSTRUCTION CO INC							
I-PAY 19-W1ST WDNG	PAY 19-W1ST ST WDNG/IMPV PH1	R	3/20/2023	107,890.47		242083		107,890.47
	*** VENDOR TOTALS ***					1 CHECKS		107,890.47
008276	RELIANT FIRE APPARATUS INC							
I-5WI000170	#132 AIRBAG REPAIRS	R	3/20/2023	1,168.47		242084		1,168.47
	*** VENDOR TOTALS ***					1 CHECKS		1,168.47

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011747	ALEC RETTENMEIER							
I-02/27/2023	BOOTS 02/2023 BOOT REIMBURSEMENT	E	3/22/2023	140.00		006808		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
003999	RINGCENTRAL INC							
I-CD_000512527	12/26/22-1/25/23 STATEMENT	E	3/22/2023	5,704.75		006752		
I-CD_000544521	02/26/23-03/25/23 STATEMENT	E	3/22/2023	5,590.70		006752		11,295.45
			*** VENDOR TOTALS ***			1 CHECKS		11,295.45
009430	ROSS CHEMICAL SYSTEMS INC							
I-16215	WASHER REPAIR - FD	R	3/20/2023	159.35		242085		159.35
			*** VENDOR TOTALS ***			1 CHECKS		159.35
004079	STRAWBERRY PATCH							
I-6687	POLOS - PD	R	3/20/2023	366.00		242086		
I-93591	POLOS - PD	R	3/20/2023	574.00		242086		940.00
			*** VENDOR TOTALS ***			1 CHECKS		940.00
001769	GARY SANDERS							
I-01/25/2023	BOOTS 01/2023 BOOT REIMBURSEMENT	R	3/20/2023	140.00		242087		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-026566	G1 REGULATOR - FD	E	3/22/2023	80.05		006766		
I-INV-026743	WAIST BELT - FD	E	3/22/2023	88.05		006766		168.10
			*** VENDOR TOTALS ***			1 CHECKS		168.10
000425	SECRETARY OF STATE							
I-FY23	NOTARY-ND FY23 NOTARY RENEWAL-N. DEPREZ	R	3/20/2023	30.00		242088		30.00
			*** VENDOR TOTALS ***			1 CHECKS		30.00
004842	THE SHERWIN-WILLIAMS CO							
I-5301-0	RAC 5 STRIPPING - PRSC	R	3/20/2023	182.37		242089		
I-5661-7	PAINT - PARKS	R	3/20/2023	61.33		242089		243.70
			*** VENDOR TOTALS ***			1 CHECKS		243.70
005148	JENNA SHERZAN							
I-3/14/2023	TUITION TUITION REIMBURSEMENT	E	3/22/2023	1,095.00		006794		1,095.00
			*** VENDOR TOTALS ***			1 CHECKS		1,095.00
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-442902 #8	PAY 8-S ANK BLVD TRNSMSN MN	E	3/22/2023	4,447.44		006787		4,447.44
			*** VENDOR TOTALS ***			1 CHECKS		4,447.44

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001103	SHRED-IT							
I-8003471745	2/01/2023 SHREDDING - PD	R	3/20/2023	61.53		242090		61.53
	*** VENDOR TOTALS ***					1 CHECKS		61.53
003348	SMITH'S SEWER SERVICE INC							
I-433106	SINK LINE LABOR - FD	R	3/20/2023	95.00		242091		
I-433565	SEWER TELEVISIONING - SW	R	3/20/2023	1,588.75		242091		
I-FC31I00010	LATE FEE - INVOICE 433106	R	3/20/2023	2.20		242091		1,685.95
	*** VENDOR TOTALS ***					1 CHECKS		1,685.95
009231	CODY SNYDER							
I-3/1/2023	PARAMEDIC LICENSE RNWL RMBRSMT	E	3/22/2023	25.00		006797		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
010928	SPORTS TURF MANAGERS ASSOCIATI							
I-13373-2023	2023 MEMBERSHIPS EJ/JK/AD	E	3/22/2023	300.00		006786		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
001280	SPRAYER SPECIALTIES INC							
I-1174313-IN	HOSE/CLAMP - MU	E	3/22/2023	67.33		006741		
I-1175101-IN	ENFORCER HOSE - MU	E	3/22/2023	263.25		006741		330.58
	*** VENDOR TOTALS ***					1 CHECKS		330.58
004989	STANARD & ASSOCIATES INC							
I-SA000053330	POLICE POST TESTS - HR	R	3/20/2023	242.00		242092		242.00
	*** VENDOR TOTALS ***					1 CHECKS		242.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3530205220	BINDERS - PD	R	3/20/2023	19.93		242093		19.93
	*** VENDOR TOTALS ***					1 CHECKS		19.93
000474	STATE HYGIENIC LABORATORY AR							
I-251138	2/28/2023 TESTING	E	3/22/2023	15.50		006736		15.50
	*** VENDOR TOTALS ***					1 CHECKS		15.50
001335	STATE OF IOWA							
I-256017	2023 ELEVATOR PERMIT 16129-ACC	R	3/20/2023	225.00		242094		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
001859	SVPA ARCHITECTS INC.							
I-0038390	DESIGN SERVICES	R	3/20/2023	1,342.00		242095		1,342.00
	*** VENDOR TOTALS ***					1 CHECKS		1,342.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011685	RONALD VANCE SWISHER							
I-3/13/23	MOVING ALLOWANCE REIMBURSEMENT	E	3/22/2023	1,502.59		006807		1,502.59
	*** VENDOR TOTALS ***					1 CHECKS		1,502.59
004981	SYN-TECH SYSTEMS INC							
I-262954	FUELMaster MAINTENANCE - CG	E	3/22/2023	550.00		006755		550.00
	*** VENDOR TOTALS ***					1 CHECKS		550.00
005089	SYNERGY CONTRACTING LLC							
I-PAY 4-HTT WTR TRNS	PAY 4-HTT WTR TRNSMSN MN/DRNG	E	3/22/2023	204,678.96		006758		204,678.96
	*** VENDOR TOTALS ***					1 CHECKS		204,678.96
007702	TEE TIMES PRESS INC							
I-33141	FULL PAGE AD-TEE TIMES22 MN	R	3/20/2023	750.00		242096		
I-34376	FULL PAGE AD-TEE TIMES23 MN	R	3/20/2023	750.00		242096		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
009540	TELEFLEX LLC							
I-9506653431	EMS SUPPLIES - FD	E	3/22/2023	562.50		006783		562.50
	*** VENDOR TOTALS ***					1 CHECKS		562.50
010188	TODAY'S BUSINESS SOLUTIONS, IN							
I-14541	5/14/23-5/13/24 RENEWAL	R	3/20/2023	2,975.60		242097		2,975.60
	*** VENDOR TOTALS ***					1 CHECKS		2,975.60
009541	MIKLANNET TENNAL							
I-FEB-MARCH 2023	FEB/MARCH 2023 CLASSES	E	3/22/2023	1,718.40		006799		1,718.40
	*** VENDOR TOTALS ***					1 CHECKS		1,718.40
004159	TOYNE INC							
I-IN0015542	LED MARKERS - FD	R	3/20/2023	81.19		242098		81.19
	*** VENDOR TOTALS ***					1 CHECKS		81.19
000465	TREASURER STATE OF IOWA							
I-3/10/2023	MONTHLY SALES & EXCISE TAX	D	3/10/2023	89,814.23		002174		89,814.23
	*** VENDOR TOTALS ***					1 CHECKS		89,814.23
005479	TREMCO WEATHERPROOFING							
I-96958036	LEAK REPAIR CITY HALL	E	3/22/2023	1,306.92		006763		
I-96958220	ROOF REPAIR - KL	E	3/22/2023	1,128.08		006763		2,435.00
	*** VENDOR TOTALS ***					1 CHECKS		2,435.00
010088	TRUCK CENTER COMPANIES EAST LL							
C-XA301323336:01	CR: UNIT #220 NITROGEN SENSOR	E	3/22/2023	265.63CR		006785		
I-XA301323247:01	UNIT #220 PARTS	E	3/22/2023	991.70		006785		726.07
	*** VENDOR TOTALS ***					1 CHECKS		726.07

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004516	ST LUKE'S HEALTH RESOURCES							
I-167141	FEB 2023 RANDOM TESTING	R	3/20/2023	336.00		242099		336.00
	*** VENDOR TOTALS ***					1 CHECKS		336.00
005813	EXECUTIVE SERVICES INC							
I-78771	BUSINESS CARDS - VANCE SWISHER	E	3/22/2023	43.24		006767		43.24
	*** VENDOR TOTALS ***					1 CHECKS		43.24
002135	UPHDM OCCUPATIONAL MEDICINE							
I-166478	JAN/FEB 2023 SERVICES	R	3/20/2023	2,494.50		242100		2,494.50
	*** VENDOR TOTALS ***					1 CHECKS		2,494.50
006789	HD SUPPLY FACILITIES MAINTENAN							
I-278983	CHEMICALS - MU	E	3/22/2023	260.32		006769		260.32
	*** VENDOR TOTALS ***					1 CHECKS		260.32
002290	VALMONT INDUSTRIES INC							
I-CD2214065	VIBRATION DAMPENERS-18TH	R	3/20/2023	14,000.00		242101		
I-CD2214066	VIBRATION DAMPENERS-DEL	R	3/20/2023	14,000.00		242101		28,000.00
	*** VENDOR TOTALS ***					1 CHECKS		28,000.00
005012	VAN-WALL EQUIPMENT INC							
C-5768694	CR: FREIGHT CREDIT	E	3/22/2023	25.00CR		006757		
I-5771742	UNIT #123 FUEL SHUT OFF	E	3/22/2023	182.63		006757		
I-5804577	WIEDENMANN PARTS -PRSC	E	3/22/2023	246.57		006757		
I-5807780	UNIT 874 SOLENOID/FUEL PUMP	E	3/22/2023	247.05		006757		
I-5809641	UNIT #874 SWITCH	E	3/22/2023	70.73		006757		
I-5809672	UNIT 874 RELAY	E	3/22/2023	17.62		006757		
I-5810375	TERRIA SPIKE PARTS	E	3/22/2023	193.87		006757		933.47
	*** VENDOR TOTALS ***					1 CHECKS		933.47
000482	WALMART COMMUNITY							
I-00005	RUBBING ALCOHOL/DRAIN PAN-MU	R	3/20/2023	77.88		242102		
I-07021	TONGS/SPONGES/CUPS/SPRAY-HWKY	R	3/20/2023	55.35		242102		133.23
	*** VENDOR TOTALS ***					1 CHECKS		133.23
002569	WASTE CONNECTIONS INC							
I-3467863T071	3/1/23-3/31/23 SVCS - CH	R	3/20/2023	61.64		242103		
I-3467868T071	3/01/23-3/31/23 SVCS - KL	R	3/20/2023	106.89		242103		
I-3467869T071	3/01/23-3/31/23 SVCS - OC PRO	R	3/20/2023	80.56		242103		249.09
	*** VENDOR TOTALS ***					1 CHECKS		249.09
011754	CALEB WEDDLE							
I-2/24/23	CONFERENCE REG RMBSMT	E	3/22/2023	40.00		006809		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00

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011745	WORKFORCE SOLUTIONS LLC							
I-EVOC CONF-CS, MP	EVOC CONF REG-SCHNEDEN, PARKS	R	3/20/2023	570.00		242104		570.00
*** VENDOR TOTALS ***						1 CHECKS		570.00

011414	WRH, INC.							
I-2202-00-1389 #6	PAY 6-WELL NO7/ASR3/WELLPMCNT	R	3/20/2023	187,059.96		242105		187,059.96
*** VENDOR TOTALS ***						1 CHECKS		187,059.96

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	142	1,899,880.04	0.00	1,899,880.04
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	89,814.23	0.00	89,814.23
EFT:	83	445,142.43	0.00	445,142.43
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:	226	2,434,836.70	0.00	2,434,836.70
BANK: APGWB TOTALS:	226	2,434,836.70	0.00	2,434,836.70
REPORT TOTALS:	226	2,434,836.70	0.00	2,434,836.70

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: 3/09/2023 THRU 3/22/2023

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

March 20, 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 approve the HVAC services contract with Excel Mechanical Company Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

EXECUTIVE SUMMARY:

On February 13, 2023, the Finance Department issued a request for proposal to seven vendors for HVAC services for all municipal buildings. Bids were received back from two of the seven vendors, with the recommendation for award going to the lowest bidder.

Based on results, which are shown in the following table, it is being recommended that the contract be awarded to Excel Mechanical Company Inc.:

6-Year Contract Cost:

Excel Mechanical Company Inc \$232,090.00

Bell Brothers Heating and Air Conditioning Inc. \$306,421.38

FISCAL IMPACT: **No**

The HVAC services agreement will be for three years, April 1, 2023, through March 31, 2026, with the option to extend the agreement for up to three additional one-year time periods.

Year 1 Contract Price Schedule:

Location: Monthly Cost:

City Hall \$1,836

Public Service Building \$3,264

Park Maintenance Shop \$816

Lakeside Center \$816

Hawkeye Sports Complex \$408

Outdoor Education Center \$408

Ankeny Miracle Park \$408

Prairie Ridge Aquatic Center \$408

Cascade Falls Aquatic Center \$408

Prairie Ridge Sports Complex \$1,428

Otter Creek Golf Course \$1,836

Otter Creek Maintenance Shop \$408

Police Headquarters \$4,380

Kirkendall Library \$3,664

Fire Station #1 \$2,754

Fire Station #2 \$1,836

Fire Station #3 \$1,836

Maintenance Facility \$3,264

Water Shop \$1,632

Wastewater Treatment Bldg \$1,632

Albaugh Family Senior Community Center \$1,834

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the custodial services contract with Excel Mechanical Company Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RFP - HVAC Services
 Attachment A
 Excel Bid
 Excel Bid - Year 6
 Letter of Agreement

REQUEST FOR BID

HVAC SERVICES (PREVENTATIVE AND CORRECTIVE)

CITY OF ANKENY, IOWA

FEBRUARY 13, 2023

You are invited to submit a bid for the preventative and corrective maintenance services for the HVAC systems at various municipal buildings as requested by the City of Ankeny Finance Department.

Name of the Bid HVAC Services (Preventative and Corrective)

Deadline for Bid Submittal Wednesday, March 1, 2023 before 3:00 p.m.

Bids Shall Be Submitted To City of Ankeny
Finance Department
Attn: Austin Demers, Purchasing Coordinator
410 West First Street
Ankeny, IA 50023

INSTRUCTIONS TO BIDDERS

Method of Submittal Mail Delivery, In Person
Faxed or e-mailed bids are not acceptable.

Contact Person Casy Unga, Facilities Maintenance Superintendent
E-mail Address cungs@ankenyiowa.gov

Phone/ Fax Numbers Phone: 515.965.3568 Fax: 515.965.6718

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

AWARD CRITERIA

Award of bid shall be made to the most responsible bidder meeting the specifications set forth herein. Respondents are encouraged to include any additional information with proposals in order to obtain the maximum degree of comparability. In addition to the quoted price, the following criteria will be used in determining the award:

- Superior quality and adherence to specifications
- Firm history, number of employees, type of ownership, office locations
- References of jobs requiring similar scope of work
- Insurance requirements

If requested by the City, interviews may be scheduled with the top firm(s) before the contract is awarded.

TERMS OF THE CONTRACT

The initial term of the contract shall be for three (3) years, anticipated to be April 1, 2023 through March 31, 2026 with the option to extend the agreement for up to three (3) additional one-year time periods. The extension is not guaranteed and would be subject to continued satisfactory and consistent performance by the contractor – as determined solely by the City.

The Request for Bid along with a Letter of Agreement, prepared by the City and signed by the Mayor, shall become the document that authorizes the contract to begin, assuming the insurance requirements have been met. Similar products and/or services may be added and pricing negotiated during the term of the contract.

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or “lump sum”; to waive irregularities and technicalities in bids; such as shall best serve the requirement and interests of the City.

CONTRACTOR EMPLOYEES

Any person making service calls to City facilities must be identifiable by uniform, proper identification and a marked vehicle. The contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the City, an employee of the contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

SAFETY

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All building structures, equipment and furnishings shall be protected by the contractor from damage, which may be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the sole expense of the contractor, with no expense to the City. The contractor shall erect, install and maintain all temporary public walks, warning signs, barricades and other protective means as may be necessary for the protection of the public from injury.

WASTE DISPOSAL – CLEAN UP

Removal and off-site disposal of construction waste will be the responsibility of the contractor and shall be included in the bid price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work.

PAYMENT TERMS/INVOICING

Payments are authorized by the city council on the first and third Mondays of the month. Original invoices will be processed for payment within thirty (30) days upon receipt and after all services have been inspected and accepted. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

TERMS AND CONDITIONS

- The Planned Maintenance Agreement will be in place for a period of three (3) years, with the option to renew for three (3) additional time periods (annually).
- Two planned maintenance services shall be performed annually, a cooling season service in April, and a heating season service in October. A planned maintenance service shall include all labor and materials to complete the services listed on the Schedule of Included Services (see page 5).
- The Contractor shall provide an inspection report for each facility to be left with each site contact. Inspection reports provide documentation for payment of services. The Contractor will receive payment following each of the two planned maintenance services.
- The City issues payments to vendors by check or EFT.
- No trip charge or per mile rate (or surcharges of any type) will be added to invoices.
- Contractor must have a Lead Safe Renovator Certificate. A copy of this certificate must be sent back with your bid.
- Contractor shall provide a bid for each facility listed, and a total bid for each year of the five-year contract. In addition, a bid is required for services outside the scope of the planned service agreement.
- The following must be included with returned bid document:
 1. General Company Information, pages 6 – 7
 2. Signature Page, page 8
 3. Proof of Insurance (instructions on page 9)
 4. Copy of Lead Safe Renovator Certification
- For questions regarding this bid document, contact Casy Ungs, Facilities Maintenance Superintendent with the City of Ankeny. E-mail cungs@ankenyiowa.gov or call 515.965.3568.

PRE-BID INSPECTIONS

All interested bidders are encouraged to attend pre-bid site inspections. There will be two dates available – both will cover the same information/buildings. These will be held on the following days:

- Wednesday, February 15th, 2023 starting at 9:00am
- Wednesday, February 22nd, 2023 starting at 9:00am

The inspections will start at Fire Station #2 located at 665 SE Oralabor Road Ankeny, IA 50021. Casy will coordinate the order in which to visit the remaining locations, but will include:

Location	Address
Fire Station #2	665 SE Oralabor Road Ankeny, IA 50021
Kirkendall Library	1250 SW District Drive Ankeny, IA 50023
Police Headquarters	411 SW Ordnance Road Ankeny, IA 50023
Fire Station #1	120 NW Ash Drive Ankeny, IA 50023
City Hall	410 West First Street Ankeny, IA 50023
Ankeny Senior Community Center	150 NW Ash Drive Ankeny, IA 50023
Public Service Building	1210 NW Prairie Ridge Drive Ankeny, IA 50023
Otter Creek Golf Course	4100 NE Otter Creek Drive Ankeny, IA 50023

Additional locations may be seen upon request. For all HVAC Equipment in use for all buildings covered in this contract, please refer to Attachment A.

SCHEDULE OF INCLUDED SERVICES

The following services will be provided under this agreement, as applicable to the specific equipment noted on the Equipment Schedule (Attachment A) for each City facility.

HEATING MAINTENANCE:

- clean burners and pilots as necessary
- inspect and adjust burner combustion efficiency
- test high limit and safety controls
- inspect for proper combustion and venting
- inspect heat exchangers for corrosion or cracks
- inspect gas valves for proper operation
- inspect temperature controls for proper operation

COOLING MAINTENANCE:

- inspect for leaks of refrigerant or oil
- inspect compressors for proper refrigerant charge, starting and running amperage, operating temperatures and pressures
- inspect oil for proper level
- inspect operation of all safety controls including high and low pressure cut outs, oil failure switches and crankcase heaters, adjust as necessary
- inspect and adjust expansion and solenoid valves
- inspect contactors, motor starters and other electrical components for proper operation and pitting of contacts
- inspect air cooled condensers, lubricate motors and bearings as necessary
- clean evaporator and air cooled condenser coils as necessary
- inspect temperature controls for proper operation

AIR HANDLER MAINTENANCE:

- inspect air handlers, adjust and align belts and sheaves
- inspect contactors, motor starters and other electrical components for proper operation and pitting of contacts
- lubricate all bearings and motors
- inspect and adjust fresh air/return dampers, damper motors and linkages

GENERAL:

- complete a thorough visual inspection of all equipment listed on the Equipment Schedule for each facility
- tighten all loose belts, nuts, screws and terminal wire connections
- inspect for excessive vibration
- backflow prevention tests shall take place on an annual basis. Results shall be given to the facility contact. City maintained backflow preventers are listed on the Equipment Schedule.

GENERAL COMPANY INFORMATION

Company Name: _____

Company Address: _____

General Description of the Company: _____

Type of Organization (franchise, corporation, etc.): _____

Number of years in business: _____

Has your company received an OSHA violation in the past five years? ☐ Yes ☐ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

PERSONNEL:

Employee who will oversee the City account if your company is awarded this contract:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail address: _____

Names, titles, and years of experience of persons expected to service this contract:

REFERENCES:

List at least three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Company name, address, contact person, phone number, fax number, e-mail address)

1) _____

2) _____

3) _____

Please feel free to include extra paperwork with your bid document, if needed, to further explain the services your company has to offer.

SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the conditions under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____
Address: _____
City: _____
State/Zip: _____
Authorized Representative (print): _____ Title: _____
Authorized Signature: _____
Date: _____ E-mail: _____
Phone # () _____ Fax # () _____

PROPOSED PRICE: BID PROPOSAL FOR FIRST YEAR OF AGREEMENT

1. City Hall	\$ _____	11. Otter Creek Clubhouse	\$ _____
2. Public Services Building	\$ _____	12. Otter Creek Maint Shop	\$ _____
3. Park Maintenance Shop	\$ _____	13. Police Headquarters	\$ _____
4. Lakeside Center	\$ _____	14. Kirkendall Library	\$ _____
5. Hawkeye Sports Complex	\$ _____	15. Fire Station #1	\$ _____
6. Outdoor Education Center	\$ _____	16. Fire Station #2	\$ _____
7. Ankeny Miracle Park	\$ _____	17. Fire Station #3	\$ _____
8. Prairie Ridge Aquatic Ctr	\$ _____	18. Maintenance Facility	\$ _____
9. Cascade Falls Aquatic Ctr	\$ _____	19. Water Shop	\$ _____
10. Prairie Rdg Sports Complex	\$ _____	20. Wastewater Treatment Bldg.	\$ _____
		21. Albaugh Family Senior Community Center	\$ _____

TOTAL BID YEAR 1: \$ _____

TOTAL BID YEAR 2: \$ _____

TOTAL BID YEAR 3: \$ _____

TOTAL BID YEAR 4: \$ _____

TOTAL BID YEAR 5: \$ _____

SERVICES OUTSIDE PLANNED SERVICE AGREEMENT

Regular Time Labor Rate \$ _____ hr.

Non-Regular (O.T.) Labor Rate \$ _____ hr.

Parts - % of List Price _____ %

Response Time _____

TIMETABLE – Please confirm that the services you propose will be available and operational by Friday, April 3, 2023, or your earliest available start date: _____

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverages set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: The City of Ankeny, its officers and employees shall be named as additional insured without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to (HVAC Services (Preventative and Corrective)-City of Ankeny)"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2 Million (minimum). This must be **occurrence form** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is **Destination**. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for overshipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law." By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity.

ATTACHMENT "A" – EQUIPMENT SCHEDULE

City Hall

410 West First Street Building Contact: Mike Schrock 515.965-6420

Location	Equipment	Model #	Unit Name	Model Number 2	Serial Number
lobby above reception	ceiling mount cassette	tpefyp024ma143a	FCU-A1	30p80h	07r0203030p80h
Janitors closet	wall cassette	tpkfyp006lm140a	FCU-A2		07m0051665tll7
breakroom against wall	ceiling mount cassette	tpefyp018ma143a	FCU-A3	30p80g	09r0241930p80g
electrical room	wall cassette	tpkfyp006lm140a	FCU-A4		07m0050665tll7
above Jessica desk		tpefyp036ma1431	FCU-A5	30p80l	0yr0209730p80l
hallway outside of Jennifer's office			FCU-A6		
			FCU-A7		
mechanical hallway	ceiling mount cassette	tpefyp018ma143a	FCU-A8	30p80g	09r0243230p80g
above Lindsey desk	ceiling mount cassette	tpefyp018ma143a	FCU-A9	30p80g	09r0243430p80g
above divides desk	ceiling mount cassette	tpefyp024ma143a	FCU-A10	30p80h	07r0203130p80h
			FCU-B1		
outside minds office	ceiling mount cassette	tpefyp018ma143a	FCU-B2	30p80g	09r0242730p80g
above supply room	ceiling mount cassette	tpefypo24ma143a	FCU-B3	30p80h	07r0202930p80h
corner mandis desk	ceiling mount cassette	tpefyp018ma143a	FCU-B4	30p80g	09r0242130p80g
Mindy office	wall cassette	tplfyp008fm140a	FCU-B5		04m0065665tkb6
corner by white board	ceiling mount cassette	tpefyp018ma143a	FCU-B10	30p80g	09r0242030p80g
		tpefyp036ma1431	FCU-B11	30p80l	0yr0208630p80l
5 Outside Condensing units		turyh0723an40an			
ERV	RENEW AIRE	RD2XIN			

Public Services Building

1210 NW Prairie Ridge Drive Building Contact: Mark Mueller 515.963.3522

Location	Equipment	Model #	motor number
Basement Mech	Condenser	tqryp2404al41an	
Basement Mech	Condenser	tqryp2164al41an	
Basement Mech	Condenser	tqryp1444al41an	
Basement Mech	pump	e-1510 ssf	00518ot3e184t-sg
Basement Mech	pump	e-1510 ssf	00518ot3e184t-sg
IT Room	Branch Box	tcmbms0108kb11n4	
Basement	Wall mount Cassette		
file room	ceiling mounted Cassette	tplfyp012fm14oa	
electrical room	Wall mount Cassette	tpkfyp006bm142b	
janitor closet	Wall mount Cassette	tpkfyp006bm142b	
engineering work room	ceiling mounted Cassette	tplfyp012fm14oa	
Nick Lenox office	ceiling mounted Cassette	tplfyp008fm14oa	
Ryan Harkema office	ceiling mounted Cassette	tplfyp008fm14oa	
Enclave Room	ceiling mounted Cassette	tplfyp008fm14oa	
Open Northeast	Ceiling ducted cassette	tpefyp048ma143a	
hallway outside mends bathroom	Ceiling ducted cassette	tpefyp024ma143a	
hallway outside mends bathroom	Ceiling ducted cassette	tpefyp018ma143a	
Conference room B	ceiling mounted Cassette	tplfyp008fm14oa	
Conference room C	ceiling mounted Cassette	tplfyp012fm14oa	
Conference Room D	ceiling mounted Cassette	tplfyp008fm14oa	
Break room	ceiling mounted Cassette	tplfyp012fm14oa	

Conference Room A	Ceiling ducted cassette	tpefyp018ma143a	
Conference Room A	Ceiling ducted cassette	tpefyp018ma143a	
planning and zoning work room	Ceiling ducted cassette	tpefyp012ma143a	
planning and zoning work room	Ceiling ducted cassette	tpefyp048ma143a	
Kathy Dozler office	Ceiling ducted cassette	tpefyp048ma143a	
Eric Jensen	ceiling mounted Cassette	tplfyp008fm14oa	
Eric Carstens	ceiling mounted Cassette	tplfyp008fm14oa	
Jeff Junker	ceiling mounted Cassette	tplfyp008fm14oa	
Jeff Harding	ceiling mounted Cassette	tplfyp008fm14oa	
Conference room E	ceiling mounted Cassette	tplfyp008fm14oa	
Front lobby South	Ceiling ducted cassette	tpefyp012ma143a	
outside parks and rec receptions	Ceiling ducted cassette	tpefyp012ma143a	
Conference room F	ceiling mounted Cassette	tplfyp008fm14oa	
Leslie Hart	ceiling mounted Cassette	tplfyp008fm14oa	
Mark Mueller office	ceiling mounted Cassette	tplfyp008fm14oa	
Mark Mueller office	Ceiling ducted cassette	tpefyp048ma143a	
Tom Dozler	Ceiling ducted cassette	tpefyp024ma143a	
Don Clark	ceiling mounted Cassette	tplfyp008fm14oa	
Mitch wedel	ceiling mounted Cassette	tplfyp008fm14oa	
Adam lust	ceiling mounted Cassette	tplfyp008fm14oa	
Amy Quartell	ceiling mounted Cassette	tplfyp008fm14oa	
it	Mini split	ntxwst12a112aa	
Break room	Unit heater		
Front entry	ceiling mounted unit heater	922u02000cwg2-d1-t7	
back entry	Unit heater		

Park Maintenance Shop

210 NW Ash Drive Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
2	Furnace	Goodman	GMVC960803BNBB	
2	Air Conditioning Unit	Goodman	GSX140181MA	
5	Heater	Reznor		
1	ERV	Renewaire		
1	Backflow			

Lakeside Center

400 NW Lakeshore Drive Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace	Trane	TUD080C936KO	
2	Furnace	Amana	GUI5090CA50	
1	Furnace	Amana	BBA48A2A	
1	Air Conditioning Unit	Amana	RCE48A2A	
2	Air Conditioning Unit	Amana	RCE60A2A	
1	Air Conditioning Unit	Trane	2TTR2036A1000AA	
1	Water Heater	State	PR640NORT	

Hawkeye Park Sports Complex Concession Stand

405 West First Street Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Air Conditioning Unit	LG	LMV240CE	
1	Water Heater	Richmond	6EM40-2	

Outdoor Educational Center

610 NE 36th Street Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace	Goodman	GMS80704MNA	
1	Air Conditioning Unit	Goodman	CRL36-1K	
1	Water Heater	Rudd	P2-30-30F	

Ankeny Miracle Park

300 NW School Street Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
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1	Air Conditioning Unit	Fujitsu	AOU24CL1	
1	Exhaust Fan	Cook		
1	Water Heater	Rheeme		

Prairie Ridge Aquatic Center

1220 NW Prairie Ridge Drive Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Mini Split	Goodman	HDDC241AB	Concession Area
4	Backflow Preventer	*City of Ankeny provides maintenance		
1	Unit Heater			
3	Roof Top Unit			Pump House
9	Tankless Water Heaters	Rinnai		

Cascade Falls Aquatic Center

2350 SW Prairie Trail Parkway Building Contact: Todd Schenck 515.963.3578

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Air Conditioning Unit	Lenox	TS060H4N41G	
1	Water Heater	Rheem	ELD52-B	
1	Water Heater	Rheem	E120A-18G	
18	Tankless Water Heaters	Rinnai	RC98HPI	

Prairie Ridge Sports Complex

1510 NW Ash Drive Building Contact: Elliott Josephson 515.963.3577

Shop

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace	Amana	CHPF3636B6BA	
1	Air Conditioning Unit	Copeland Scrall	GSC140241AC	
1	Water Heater	Ruud	PEP10-1	
2	Heater	Reznor		

Football Storage

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace	Amana	9RUF-193116AA	
1	Air Conditioning Unit	Amana	GSC140301AC	
1	Water Heater	AO Smith	ECT30200	

Baseball Storage

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace	Lennox	CB30M-41-1P	
1	Air Conditioning Unit	Lennox	13ACC04823001	

Softball Storage

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace		ARUF193118AA	
1	Air Conditioning Unit	LG	LSU240CE	
1	Air Conditioning Unit	Amana	9SC140301AC	
1	Water Heater	AO Smith	ECT30200	

Soccer Storage

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Furnace	Lennox	CB30M-4-P	
1	Air Conditioning Unit	Goodman	GSCB03616D	
1	Water Heater	AO Smith	ECT30200	

Quad Center

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Mini Split Unit	Lennox	MS8-HO-30P1A	
1	Mini Split Unit	Lennox	MS7-CO-12L1A	

Otter Creek Clubhouse

4100 NE Otter Creek Drive Building Contact: Curt Ingham 515.965.6467

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Roof Top Unit	AAON	RN-025-8-0-BA02-3C9	
1	Roof Top Unit	AAON	RM-003-8-0-BA01-319	
1	Roof Top Unit	AAON	RN-016-8-0-BB02-389	
2	Roof Top Unit	AAON	RM-008-8-0-EQ09-339	
1	Air Circulating Unit	Captive Air	A-1-D250-G10	
1	Air Circulating Unit	Captive Air	NCA14FA	
2	Furnaces	Garage Guy	GG-75	Basement
1	Water Heater	State Industries	SUF130400NEA-100	
1	Exhaust Vent	Cook	120 KSP-B 100 ACF	
1	Exhaust Vent	Cook	120 ACF 120 KSP-B	

Otter Creek Maintenance Shop

4405 NE Delaware Avenue Building Contact: Lennis Berkland 515.965.6468

QTY	COMPONENT	MFG	MODEL	LOCATION
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1	Furnace	Goodman	#CAPF3636B6DB	
1	Radiant Heater	Reznor	TR125	
1	Water Heater	Integra	6G40-36F1	

Wastewater Shop

1102 SE Creekview Drive Building Contact: Roger McFarland 515.965.6483

QTY	COMPONENT	MFG	MODEL	LOCATION
5	Heater	Reznor		
1	Heater	Dravo		
2	Air Handlers			

Police Headquarters

411 SW Ordnance Road Building Contact: Makai Echer 515.289.5246

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Air Handler #1	Airflow Equipment		
1	Energy Recovery Unit – 1	Carrier		
1	Make-Up Air Unit – 1	Rupp	RAM-25	
1	Make-Up Air Unit – 2	Rupp	RAM-25	
1	Roof Top Unit – 1	York	XTO	
3	Fan Coil Units – 1,2,3	Enviro-Tee	VFC/HLP	
1	Blower Coil	Enviro-Tee	H	
1	Computer Room Unit	Liebert	MMD60E-AHHL D	
3	Exhaust Fans	Cook	30XMPH	
7	Exhaust Fans	Cook		
4	7.5HP Circulating Pumps	Bell & Gossett	1510	
3	Circulating Pumps	TACO	1911	
1	Humidifier	Nortec	GS	
20	Cabinet Unit Heaters	Signa		
2	Boilers	AO Smith		
3	Boilers	Patterson Kelly	P-K Modu-Fire	
5	Backflow Preventers	City maintains 1 of 5 for irrigation purposes		
1	Chiller*	York	YCAY0177VA46	
2	Gas Fired Heaters			
4	Mini Split Systems	Mitsubishi		
1	Circulating Pump	Bell & Gossett	Series 80	
2	Pump Skid Pumps	Bell & Gossett		
1	Compressor	Quincy	QHPR5-10	
2	Water Heaters			

***Services**

Oil Analysis on Chiller – 1 per year

Condenser Coil Cleaning on Chiller – 2 per summer

Kirkendall Library

1250 SW District Drive Building Contact: Sam Mitchel 515.965.6461

Equipment	Location	Model Number	Serial Number	What it Serves
wwhp1	Mech. 2108	tmw060bhd10c0cs	190610953	hw heating
wwhp2	Mech. 2108	tmw340bhd10c0cs	190711753	hw heating
hp-16	penthouse	tlv150ahd1ccbts	190711756	Reading area
hp-2-1	penthouse	ted072bhd0ards	190710515	1103
hp-2-17	penthouse	tlv120ahd1ccbts	190711366	general collections
ERU-2	penthouse	qs15h7e79072	0319e26198	
hp-36	it penthouse	trc12bgsassesrs	190710812	penthouse IT room
hp-2-4	penthouse	ted072bhd0ards	190710516	1001
hp-2-18	penthouse	ted049bhd0alds	190710512	2101
hp-2-34	penthouse	ted026bhd0ards	190710508	2104
hp-2-2	penthouse	ted038bhd0ards	190710509	1102
hp-2-37	penthouse	tsv006agdk0clts	190610933	1108
hp-1-27	2nd floor mech/storage	tlv084ahd1ecbts	190611711	2003
hp-1-33	2nd floor mech/storage	tsv009agdk0crts	190610938	2501
hp-1-14	2nd floor mech/storage	tlv120ahd1ccbts	190711367	1001
Eru-1	2nd floor mech	qs10h7e79072	0419e26199	
hp-1-28	2nd floor mech	tlv084ahd1ccbts	190711364	2518
hp1-31	2nd floor mech	tsv006agdk0clts	190610934	2503
hp1-32	2nd floor mech	tsv006agdk0clts	190610935	2505
hp-2-22	2nd floor Elec	tlv084ahd1ccbts	190711365	2156
hp-2-20	2nd floor Elec	tsv006agdk0clts	190610936	2154
hp-2-19	2nd floor Elec	tsv018bgdk0crks	190610945	2153
hp-2-35	2nd floor Elec	tsv009agdk0clts	190610937	2133

hp-2-25	2nd floor Elec	tev064bhd0alts	190810026	2156
hp-2-26	2nd floor Elec	tsv012agdk0crts	190610942	2151
hp-2-21	2nd floor Elec	tev026bhd0alts	190810010	2131
hp-2-24	2nd floor Elec	tsv012agdk0crts	190610941	2152
hp-2-23	2nd floor Elec	tsv018bgdk0crks	190610944	2141
hp-1-29	chambers closet	tev026bhd0alts	190810011	2508
hp1-30	chambers closet	tev038bhd0arts	190810017	2519
hp-2-7	1st floor mech	tev064bhd0brts	190810029	1146
hp-2-3	1st floor mech	tev064bhd0brts	190810028	first floor general collections
hp-2-8	1st floor mech	tev064bhd0brts	190810027	1152
hp-2-5	1st floor mech	tev026bhd0arts	190810012	1131
hp-1-12	conference room	tev072bhd0arts	190810031	1515 north
hp-1-9	1st floor hallway	tev038bhd0arts	190810018	1505
hp-1-15	1st floor hallway	tev038bhd0arts	190810016	1514
hp-1-10	1st floor hallway	tsv012agdk0clts	190610940	1512
hp-1-13	catering kitchen mech	tev072bhd0arts	190810031	1515 south
hp-1-11	catering kitchen mech	tsv012agdk0clts	190610938	1521
hp-2-6	general collection SW	teh038bhd0albs	190810039	general collections
Geo pumps-2	1st floor mech			
1 Backflow				

Fire Station #1

120 NW Ash Drive Building Contact: Daniel Schellhase 515.965.6473

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Roof Top Unit	Climatemaster		Roof
1	Energy Recovery Unit	Climatemaster		Roof
3	Electric Heaters			Hallways
17	Heat Pumps	Climatemaster		Ceilings
2	Variable Frequency Drives	SVX	9000	Equipment Room
3	Backflow Preventers			
2	Circulating Pumps		7.5HP	Equipment Room
1	Circulating Pump		1.5HP	Equipment Room
1	Hot Water Heater	AO Smith	Cyclone	Equipment Room
1	Make-Up Air Unit	Weatherite	T0T215HBL	Roof
4	Exhaust Fans	ACME		Roof
10	Radiant Heaters	Re-Verbe Ray		Fire Garage

1	Unit Heater			Main Entry
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Fire Station #2

665 SE Oralabor Road Building Contact: Daniel Schellhase 515.965.6473

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Roof Top Unit	Aaon	RM-A01-9-0-B701-000	
5	Heat Pumps	Carrier	Aquazone	
2	Variable Frequency Drives	Rupp	ABB	
2	Circulating Pumps	Bell & Gossett	RAM-25	
1	Hot Water Heater	Rudd	PEP6-1	
1	Make Up Air Unit	Captive Aire	D76	
1	Exhaust Fans	Captive Aire	NCA10FA	
4	Exhaust Fans	Cook		
5	Radiant Heaters	Reznor		
3	Tankless Water Heaters	Rinnai		
1	Backflow			

Fire Station #3

1360 NE 36th Street Building Contact: Daniel Schellhase 515.965.6473

QTY	COMPONENT	MFG	MODEL	LOCATION
1	Roof Top Unit	Aaon	RM-A01-9-0-B701-000	
5	Heat Pumps	Carrier	Aquazone	
2	Variable Frequency Drives	Rupp	ABB	
2	Circulating Pumps	Bell & Gossett	RAM-25	
1	Hot Water Heater	Rudd	PEP6-1	
1	Make Up Air Unit	Captive Aire	D76	
1	Exhaust Fans	Captive Aire	NCA10FA	
4	Exhaust Fans	Cook		
5	Radiant Heaters	Reznor		
3	Tankless Water Heaters	Rinnai		
1	Backflow			

Maintenance Facility

211 SE Lorenz Drive Building Contact: Jeremy Rydl 515.963.3525

QTY	COMPONENT	MFG	MODEL	LOCATION
5	Furnaces	Lennox	Elite CS1MP	Equipment Closet
5	Condensers	Lennox	Elite HS29	Outside Building
2	MUA			Shop Ceiling
15	Exhaust Fans	See list below		
6	C.O.	Toxalert		Shop
1	Cabinet Unit Heater			Entrance
7	Radiant Heaters	Calcana		Shop Ceiling

3	Backflow Preventers	Maintained by City		
1	Electric Furnace	Dayton		
Exhaust Fan #				
1 & 2		Cook	Gemini	Office Restrooms
3		Cook	ACE-B	Lube Storage
4		Cook	SQN-B	Tool Crib
5 & 6		Cook	Gemini	Men/Women Lockers
7		Cook	ACE-B	Hazardous Storage
8 & 9		Twin City Fan		Maintenance Bay
10		Cook	XLP	Welding Area
11 & 12		Cook	CPS	Car Exhaust System
13		Twin City Fan		Warm Vehicle Storage
14 & 15		Twin City Fan		Building B

Water Shop

211 SE Lorenz Drive Bldg B Building Contact: Shawn Buckner 515.965.6485

QTY	COMPONENT	MFG	MODEL	LOCATION
2	MUAU	Titan		Shop Ceiling
2	Furnaces	Carrier		Shop Equipment Room
2	Condensers	Carrier		North Side
1	Exhaust Fan	Cook		Shop
1	Exhaust Fan	Brom		Bathroom
1	C.O.	Toxalbert		Shop
1	Electric Unit Heater			
1	Water Heater			
1	Backflow Preventer	Maintained by City		

Albaugh Family Senior Community Center

150 NW Ash Dr. Building Contact: Whitney Garcia 515.963.3573

Location	Brand	Model #
Roof Top	Daikin	DPS012AHMG2pw-4
Roof Top	Daikin	DPS018AHMG2FW-4
Roof Top	Daikin	DPSA040A2BSBBH0B02560CHW3AEV0E
Roof Top	Mitsubishi	PUY-A24NHA7
Roof Top	Aldes ERV	200603A-1 (ERV-1)
Roof Top	Captive Aire	NCA14HPFA (exhaust fan)
Mechanical Room	Circulation Pumps	Quantity 4
Mechanical Room	Danfoss Drive	Quantity 2
Mechanical Room	Apex	APX425c (Quantity 2)
Mechanical Room	Backflow	Quantity 1

GENERAL COMPANY INFORMATION

Company Name: Excel Mechanical Co., Inc.

Company Address: 5636 NE 17th Street
Des Moines, Iowa 50313

General Description of the Company: Mechanical Contractor - Service HVAC and Plumbing

Type of Organization (franchise, corporation, etc.): Corporation

Number of years in business: 30 years

Has your company received an OSHA violation in the past five years? ☐ Yes ☒ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

PERSONNEL:

Employee who will oversee the City account if your company is awarded this contract:

Name: John Rounds Title: President

Phone: 515-288-1450 Fax: 515-288-4121

E-mail address: jrounds@excelmechanical.net

Names, titles, and years of experience of persons expected to service this contract:

John Rounds - President - 35 years

Alex Adams - HVAC Service - 17 years

John Rivas - Plumbing Service - 24 years

Scott Bell - Controls Service - 31 years

Freeman Brown - Plumbing Service - 29 years

REFERENCES:

List at least three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Company name, address, contact person, phone number, fax number, e-mail address)

1)	City of West Des Moines	contact - Chuck Thomas - chuck.thomas@wdm.iowa.gov
	Public Work Building	phone number - 515-222-3350
	560 S. 16th Street	fax number - 515-222-3477
	West Des Moines, IA 50265	
2)	Kemin Industries	contact - Robert Stomp - robert.stomp@kemin.com
	2100 Maury Street	phone number - 515-875-4486
	Des Moines, IA 50317	fax number - 515-248-4051
3)	Johnston School District	contact - Bob Devens - bob.devens@johnston.k12.ia.us
	5608 Merle Hay Road	phone number - 515-777-4807
	Johnston, IA 50131	fax number - 515-278-6303

Please feel free to include extra paperwork with your bid document, if needed, to further explain the services your company has to offer.

See attached sheet for additional information.

Additional explanation of services to be provided by Excel Mechanical Co., Inc.

Excel Mechanical Co., Inc. is a full service mechanical contractor that has been in business for 30 years. We offer qualified service in all areas of the installation and service of HVAC, refrigeration, plumbing and controls. Our firm has a Lead Safe Renovator certificate as required by the terms and conditions of this bid request. A copy of the certificate is included in our bid documents.

We have a wide range of customers in the industrial, government, office, retail and education sectors. We are a licensed, fully insured contractor with a reputation for quality work with dedicated long-term employees. We currently employ 87 people with 60 service trucks which allows us to respond to service calls in a timely manner. Our phones are answered 24 hours a day, 7 days a week, with a HVAC service technician and a service plumber on call at all times. All of Excel Mechanical's service technicians are highly skilled members of the Plumbers and Steamfitters Local Union #33.

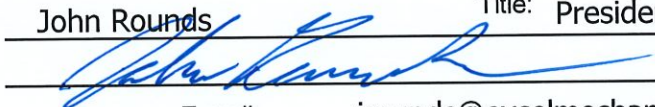
Because our service technicians are under contract and will receive a yearly hourly rate increase, we would request that the City of Ankeny consider allowing for an escalated hourly rate for services outside of the planned maintenance. We are proposing that the \$102.00/hour and \$140.00/hour OT labor rates noted on the bid request form cover Bid Year 1 of the contract, with the increases for subsequent years be as follows:

- Bid Year 2: regular rate \$105.00/hour – overtime rate \$144.00/hour
- Bid Year 3: regular rate \$108.00/hour – overtime rate \$149.00/hour
- Bid Year 4: regular rate \$111.00/hour – overtime rate \$151.00/hour
- Bid Year 5: regular rate \$114.00/hour – overtime rate \$156.00/hour

Excel Mechanical has been providing HVAC service to the City of Ankeny for over ten years and for the last several years have assigned the same service technician for inspections and service calls. This has provided us with a high level of familiarity with each of the buildings and the HVAC systems associated with them. We are confident we can continue to provide the City of Ankeny with quality HVAC services at a competitive rate.

SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the conditions under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: Excel Mechanical Co., Inc.
Address: 5636 NE 17th Street
City: Des Moines
State/Zip: Iowa 50313
Authorized Representative (print): John Rounds Title: President
Authorized Signature: 
Date: 03/01/2023 E-mail: jrounds@excelmechanical.net
Phone # (515) 288-1450 Fax # (515) 288-4121

PROPOSED PRICE: BID PROPOSAL FOR FIRST YEAR OF AGREEMENT

1. City Hall	\$ <u>1,836.00</u>	11. Otter Creek Clubhouse	\$ <u>1,836.00</u>
2. Public Services Building	\$ <u>3,264.00</u>	12. Otter Creek Maint Shop	\$ <u>408.00</u>
3. Park Maintenance Shop	\$ <u>816.00</u>	13. Police Headquarters	\$ <u>4,380.00</u>
4. Lakeside Center	\$ <u>816.00</u>	14. Kirkendall Library	\$ <u>3,664.00</u>
5. Hawkeye Sports Complex	\$ <u>408.00</u>	15. Fire Station #1	\$ <u>2,754.00</u>
6. Outdoor Education Center	\$ <u>408.00</u>	16. Fire Station #2	\$ <u>1,836.00</u>
7. Ankeny Miracle Park	\$ <u>408.00</u>	17. Fire Station #3	\$ <u>1,836.00</u>
8. Prairie Ridge Aquatic Ctr	\$ <u>408.00</u>	18. Maintenance Facility	\$ <u>3,264.00</u>
9. Cascade Falls Aquatic Ctr	\$ <u>408.00</u>	19. Water Shop	\$ <u>1,632.00</u>
10. Prairie Rdg Sports Complex	\$ <u>1,428.00</u>	20. Wastewater Treatment Bldg.	\$ <u>1,632.00</u>
		21. Albaugh Family Senior Community Center	\$ <u>1,834.00</u>

TOTAL BID YEAR 1: \$ 35,276.00
TOTAL BID YEAR 2: \$ 36,332.00
TOTAL BID YEAR 3: \$ 37,604.00
TOTAL BID YEAR 4: \$ 39,104.00
TOTAL BID YEAR 5: \$ 40,866.00

SERVICES OUTSIDE PLANNED SERVICE AGREEMENT

Regular Time Labor Rate \$ 102.00 hr.
Non-Regular (O.T.) Labor Rate \$ 140.00 hr.
Parts - % of List Price 20 %
Response Time 1 hour

TIMETABLE – Please confirm that the services you propose will be available and operational by Friday, April 3, 2023, or your earliest available start date: March 1, 2023



EXCEMEC-01

CWEBB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Accel Group LLC 1045 76th St Ste 2050 West Des Moines, IA 50266	CONTACT NAME:	FAX (A/C, No): (319) 365-6919
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS: info@acceladvantage.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Donegal Insurance Group	13692
INSURED Excel Mechanical Co Inc 5636 NE 17th St Des Moines, IA 50313	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X		CPA9395262	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAA9395262	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CWA9395262	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 Pers&Adv Injury \$ 6,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1000031323	3/1/2023	3/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: (HVAC Services (Preventative and Corrective)-City of Ankeny)

The City of Ankeny, its officers and employees are Additional Insured, including ongoing operations, with respects to the General Liability policy per form CG2010 (04/13)

The City of Ankeny, its officers and employees are Additional Insured - Owners, Lessees or Contractors - Completed Operations with respects to the General Liability policy per form CG2037 (04/13)

CERTIFICATE HOLDER

CANCELLATION

City Ankeny 410 West First St Ankeny, IA 50023-1557	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Blake Bruner</i>

*Iowa Department of Public Health
Bureau of Environmental Health Services
Lead Professional Certification*

EXCEL MECHANICAL CO INC

**5636 NE 17TH STREET
DES MOINES, IA 50313-1616**

**is certified as a lead professional firm under Iowa Administrative
Code 641 - Chapter 70**

Certification No: **LEAD-FIRM10479**

Issued: **October 19, 2020**



Expires: **October 19, 2023**

April 21, 2022

John P Rounds
3007 Guthrie Avenue
Des Moines, IA 50317

Dear John P Rounds

The department has reviewed the information you submitted and determined that you have met the requirements for certification in the state of Iowa as a Lead Safe Renovator. Your certification number is: LEAD-LSR10365.

Your certification will expire on April 20, 2025. By that date, you must renew your certification in order to perform any lead professional certification activities. To renew your certification, you will need to have completed the appropriate refresher course. Refresher courses are valid if taken within 3-years from the date that you renew.

Please keep a copy of your certification on your person or in an easily retrievable area at the work site. If you submitted your application online or with a valid email address, the certification is being provided to you electronically. You may choose to either print these documents or have them available on your phone or other electronic device for display if requested.

You can find the certification requirements and work practice standards for all lead professionals in Iowa Administrative Code 641 - Chapter 70, which is at: <http://www.idph.iowa.gov/LPP> under "Resources". You **must** be currently certified to perform work that requires certification.

Bureau of Environmental Health Services
Lead Professional Certification
Phone: 800-972-2026
E-mail: Lead.Bureau@idph.iowa.gov



**IOWA DEPARTMENT
OF PUBLIC HEALTH**

John P Rounds
Lead Safe Renovator

Certification Number: LEAD-LSR10365

Expiration Date: April 20, 2025

Additional explanation of services to be provided by Excel Mechanical Co., Inc.

Excel Mechanical Co., Inc. is a full service mechanical contractor that has been in business for 30 years. We offer qualified service in all areas of the installation and service of HVAC, refrigeration, plumbing and controls. Our firm has a Lead Safe Renovator certificate as required by the terms and conditions of this bid request. A copy of the certificate is included in our bid documents.

We have a wide range of customers in the industrial, government, office, retail and education sectors. We are a licensed, fully insured contractor with a reputation for quality work with dedicated long-term employees. We currently employ 87 people with 60 service trucks which allows us to respond to service calls in a timely manner. Our phones are answered 24 hours a day, 7 days a week, with a HVAC service technician and a service plumber on call at all times. All of Excel Mechanical's service technicians are highly skilled members of the Plumbers and Steamfitters Local Union #33.

Because our service technicians are under contract and will receive a yearly hourly rate increase, we would request that the City of Ankeny consider allowing for an escalated hourly rate for services outside of the planned maintenance. We are proposing that the \$102.00/hour and \$140.00/hour OT labor rates noted on the bid request form cover Bid Year 1 of the contract, with the increases for subsequent years be as follows:

- Bid Year 2: regular rate \$105.00/hour – overtime rate \$144.00/hour
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- Bid Year 4: regular rate \$111.00/hour – overtime rate \$151.00/hour
- Bid Year 5: regular rate \$114.00/hour – overtime rate \$156.00/hour

Excel Mechanical has been providing HVAC service to the City of Ankeny for over ten years and for the last several years have assigned the same service technician for inspections and service calls. This has provided us with a high level of familiarity with each of the buildings and the HVAC systems associated with them. We are confident we can continue to provide the City of Ankeny with quality HVAC services at a competitive rate.

Bid Year 6 pricing per City of Ankeny's request:

- Bid Year 6 Rates: regular rate \$117.00/hour – overtime rate \$161.00/hour
- Bid Year 6 Total: \$42,908.00



**LETTER OF AGREEMENT
FOR HVAC SERVICES (PREVENTATIVE AND CORRECTIVE)**

This Agreement is to be effective on the 1st day of April 2023, by and between Excel Mechanical Company Inc., hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing HVAC services (preventative and corrective) at designated municipal facilities.

Term of Contract: The term of the contract is April 1, 2023 through March 31, 2026, with the option to extend the agreement for up to three (3) additional one-year time periods.

Contract Documents: The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- A. This signed Letter of Agreement;
- B. The Request for Bid for HVAC Services dated February 13, 2023;
- C. The bid submitted by the Contractor on March 1, 2023.
 - a. Additional year 6 pricing received March 13, 2023

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

Excel Mechanical Company, Inc.

By: Excel Mechanical Representative

Date

3-15-23



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:

Human Resources

COUNCIL GOAL:

Become the Employer of Choice

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the fiscal year 2023 and 2024 pay scales for seasonal employees.

EXECUTIVE SUMMARY:

The pay plans are normally approved with the budget. This year because the budget approval is being delayed, we will need to approve the pay scales for seasonal employees separately as some of these positions are hired to start in late March and early April. The rates for seasonal employees are not changing for every position, but for those that have been hard to recruit the increases range from \$1 to \$4 per hour. The seasonal pay scales will be effective March 27, 2023.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the resolution authorizing the fiscal year 2023 and 2024 pay scales for seasonal employees.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Pay Scales Seasonal](#)

RESOLUTION

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2023 AND 2024 PAY SCALES FOR SEASONAL EMPLOYEES

WHEREAS, the City Manager has recommended approval of the Fiscal Year 2023 and 2024 pay scales for seasonal employees; and

WHEREAS, the City Council has reviewed the proposed changes and determined it to be in the best interest of the City to approve the pay scale changes; and

WHEREAS, the City Council desires to establish by resolution the pay scales for seasonal employees for Fiscal Year 2023 and 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, THAT the City Council hereby adopts and authorizes the Fiscal Year 2023 and 2024 pay scales for seasonal employees as shown on the attached exhibit.

PASSED AND APPROVED the 20th day of March, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Pay Scales – Seasonal

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	
REC1	11.25	11.75	12.25	12.75	13.25	Gym Supervisor, Program Assistant
REC2	12.25	12.75	13.25	13.75	14.25	Non-Certified Program Instructor
REC3	11.75	12.25	12.75	13.25	13.75	Non-Certified Official (Tots-1st grade)
REC4	13.75	14.25	14.75	15.25	15.75	Non-Certified Official II (2nd grade-7th grade)
REC5	14.75	15.25	15.75	16.25	16.75	Certified Program Instructor, Senior Comm Center Attendant
REC6	16.75	17.25	17.75	18.25	18.75	Certified Official
HWK1	13.25	13.75	14.25	14.75	15.25	Hawkeye Park Concessions
AQU1	11.25	11.75	12.25	12.75	13.25	Aquatic Admissions/Concessions
AQU2	12.00	12.50	13.00	13.50	14.00	Aquatic Water Slide Attendant
AQU3	13.00	13.50	14.00	14.50	15.00	Aquatic Maintenance
AQU4	14.50	15.00	15.50	16.00	16.50	Aquatic Life Guard, Admissions/Concessions Lead
AQU5	16.50	17.00	17.50	18.00	18.50	Aquatic Safety Instructor
AQU6	17.50	18.00	18.50	19.00	19.50	Aquatic Head Guard
AQU7	18.00	18.50	19.00	19.50	20.00	Aquatic Lesson Coordinator
AQU8	20.75	21.25	21.75	22.25	22.75	Aquatic Center Manager
AQU9	18.25	18.75	19.25	19.75	20.25	Aquatic Private Lesson Instructor
OC1	6.25	6.75	7.25	7.75	8.25	Tin Cup/Beverage Cart (plus tips)
OC2	11.00	11.50	12.00	12.50	13.00	Clubhouse Services
OC3	11.25	11.75	12.25	12.75	13.25	Banquet Bartender
OC4	11.75	12.25	12.75	13.25	13.75	Starter Supervisor
OC5	16.00	16.50	17.00	17.50	18.00	Tin Cup Cook
OC6	13.00	13.50	14.00	14.50	15.00	Banquet Server
OC7	14.50	15.00	15.50	16.00	16.50	Pro Shop Associate
OC8	18.00	18.50	19.00	19.50	20.00	Banquet Cook
OC9	21.75	22.25	22.75	23.25	23.75	Asst Food & Beverage Manager, Asst Pro Shop Manager, Asst Greenskeeper
SL1	13.50	14.00	14.50	15.00	15.50	Summer Seasonal Labor-Sports Complex (nights and weekends)
SL2	18.00	18.50	19.00	19.50	20.00	3-10 Month Laborers; 10-month Utility Locator
INT	17.00	-	-	-	-	Interns
INE	19.00	-	-	-	-	Intern-Engineering

* Step movement is based on returning from season to season

* Seasonal pay scales effective March 27, 2023



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to: Civil Engineer I, Police Officer, Utilities Operator and Fire Deputy Chief; subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to: Civil Engineer I, Police Officer, Utilities Operator and Fire Deputy Chief; subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 memo to mayor

March 20, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the March 13, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Civil Engineer I – Public Works Department:

RANK	LAST NAME	FIRST NAME
1	Heath	Mark
2	Varner	David

Police Officer – Police Department:

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

Utilities Operator – Municipal Utilities Department:

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

The following employees were certified eligible for promotion, subject to passing all other requirements.

Deputy Chief – Fire Department:

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

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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** accepting the final plat for Treasure Acres Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Requirements.

EXECUTIVE SUMMARY:

Treasure Acres Plat 1 is a 80-acre (+/-) plat located southeast of the intersection of NE 29th Street and NE 94th Avenue in Polk County. The property lies within the state statutory, two-mile subdivision review of the City of Ankeny, and is located within the City's 2040 planning boundary. According to the Polk County Official Zoning Map, the plat is currently zoned Medium Density Residential to the north, and Low Density Residential to the south. The Ankeny Plan 2040 Future Land Use Map identifies the property as a mix of Neighborhood Commercial, High Density Residential and Medium Density Residential. The proposed plat creates two outlots and two street lots for future west right-of-way of NE Four Mile Drive. The linework has been coordinated with City Staff to ensure the geometry will work for the future street alignment. Should the properties be annexed into the City of Ankeny, streetlights and sidewalks will be the responsibility of the property owners. Property owners will be required to connect to sanitary sewer when city-owned sanitary sewer becomes available.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Treasure Acres Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on March 7, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

**RESOLUTION ACCEPTING THE FINAL PLAT FOR TREASURE ACRES PLAT 1,
SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS
IN LIEU OF CITY OF ANKENY SUBDIVISION REGULATIONS**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommend City Council approval of the final plat for Treasure Acres Plat 1 on the 7th day of March, 2023; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within the City of Ankeny Planning Boundary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the final plat for Treasure Acres Plat 1 is hereby approved, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 20th day of March, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, March 7, 2023

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

CALL TO ORDER

Chair Ted Rapp called the March 7, 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, D.Silverthorn, J.Heil, B.Fuglsang

CONSENT AGENDA ITEMS

Item #4. Treasure Acres Plat 1 Final Plat (County)

Motion to recommend City Council approval of the Treasure Acres Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by T.Ripper to approve the recommendations for Consent Agenda Items #1 - #4. Second by L.West. All voted aye. Motion carried 7– 0.

INDEX LEGEND

LOCATION: N1/2 NW1/4, SEC 20-80-23
REQUESTOR: HOPE K FARMS LLC
PROPRIETOR: HOPE K FARMS LLC
4500 WESTOWN PKWY, STE 227
WEST DES MOINES, IA 50266
SURVEYOR: MICHAEL A. BROONER
COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

TREASURE ACRES PLAT 1
MINOR FINAL PLAT

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: March 1, 2023
Ayes: 7 Nays: 0 Abstain: 0 Absent: 0
APPROVED
Chairperson: J. Rapp
Secretary: Brenda Hupf

OWNER / DEVELOPER

HOPE K FARMS LLC
4500 WESTOWN PKWY, STE 227
WEST DES MOINES, IA 50266
CONTACT: REZA KARGARZADEH
EMAIL: REZA@EPCMG.COM
PHONE: 515-381-3925

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

LDR - LOW DENSITY RESIDENTIAL DISTRICT
MDR - MEDIUM DENSITY RESIDENTIAL DISTRICT

BULK REGULATIONS

LOW DENSITY RESIDENTIAL:
FRONT YARD SETBACK: 35'
SIDE YARD SETBACK: 10'
REAR YARD SETBACK: 35'

MEDIUM DENSITY RESIDENTIAL:
FRONT YARD SETBACK: 30'
SIDE YARD SETBACK: 8'
REAR YARD SETBACK: 30'

PLAT DESCRIPTION

WARRANTY DEED BK 18904 PG 547

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN POLK COUNTY, IOWA AND CONTAINING 79.87 ACRES (3,478,991 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	----	
EASEMENT LINE	-.-.-	
BUILDING SETBACK LINE	----	
PLAT BOUNDARY	=====	

NOTES

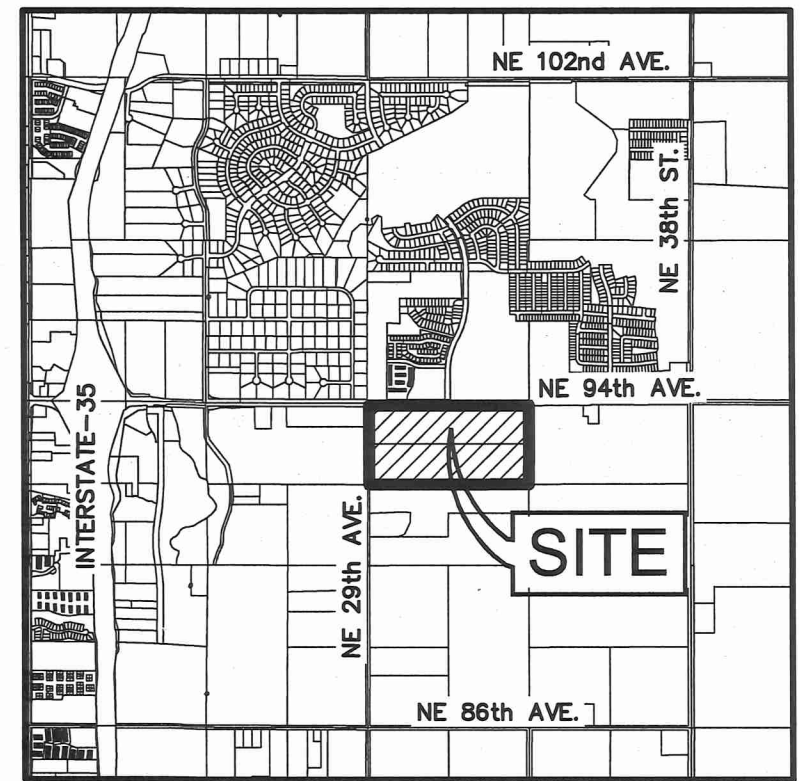
- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- MAILBOXES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
- ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
- SERVICES TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
- MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
- POST DEVELOPMENT RUNOFF WILL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
- DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY AN ENGINEER.
- UTILITY SERVICE IS NOT BEING PROVIDED TO THE NON-BUILDABLE OUTLOTS.
- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X', AN AREA OF MINIMAL FLOODING, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR POLK COUNTY, IOWA, COMMUNITY PANEL NUMBER 19153C0210F EFFECTIVE 2/1/2019.
- STREET LIGHTS AND SIDEWALKS WILL BE THE RESPONSIBILITY OF THE OWNERS IF ANNEXED BY THE CITY OF ANKENY.
- PROPERTY OWNERS WILL BE REQUIRED TO CONNECT TO SANITARY SEWER IF PROPERTIES ARE ANNEXED INTO THE CITY OF ANKENY, WHEN CITY-OWNED SANITARY SEWER IS AVAILABLE.
- OUTLOTS HAVE NO BUILDABLE AREA AND WILL NOT BE DEVELOPED UNTIL PLATTED AS LOTS.
- STREET LOTS 'A' AND 'B' SHALL BE DEDICATED TO POLK COUNTY FOR PUBLIC RIGHT-OF-WAY.
- FUTURE SE FOUR MILE DRIVE, SOUTH OF COUNTY NE 94TH AVENUE, WILL REQUIRE A 100-FOOT RIGHT-OF-WAY.
- 60-FOOT HALF RIGHT-OF-WAY WILL BE NEEDED ALONG NE 94TH AVENUE/ E FIRST STREET ONCE ANNEXED INTO THE CITY OF ANKENY.

DATE OF SURVEY

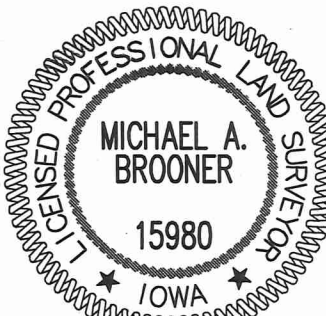
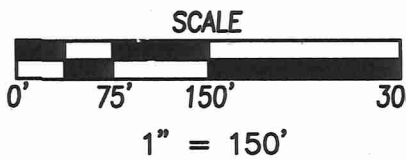
DECEMBER 16, 2022

VICINITY MAP

(NOT TO SCALE)



POLK COUNTY, IA



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Michael A. Brooner
MICHAEL A. BROONER, P.L.S.
DATE: 3-6-2023

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



TREASURE ACRES PLAT 1
FINAL PLAT

1/1
2212.825

RECEIVED

MAR 07 2023

CITY OF ANKENY



*Plan and Zoning Commission
Staff Report*

Meeting Date: March 7, 2023

Agenda Item: Treasure Acres Plat 1 – Final Plat (County)

Report Date: March 1, 2023

Prepared by: Laura Hutzell
Associate Planner

EJC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Treasure Acres Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

The subject plat is located southeast of the intersection of NE 29th Street and NE 94th Avenue in Polk County. The property lies within the state statutory, two-mile subdivision review of the City of Ankeny, and is located within the City's 2040 planning boundary.

According to the Polk County Official Zoning Map, the proposed 80-acre (+/-) plat is currently zoned Medium Density Residential to the north, and Low Density Residential to the south. The Ankeny Plan 2040 Future Land Use Map identifies the property as a mix of Neighborhood Commercial, High Density Residential and Medium Density Residential. The proposed plat creates two outlots and two street lots for future west right-of-way of NE Four Mile Drive. The linework has been coordinated with City Staff to ensure the geometry will work for the future street alignment.

Should the properties be annexed into the City of Ankeny, streetlights and sidewalks will be the responsibility of the property owners. Property owners will be required to connect to sanitary sewer when city-owned sanitary sewer becomes available.

Staff recommends the City of Ankeny defer to the Polk County Subdivision Requirements.

January 31, 2023

Honorable Mayor, City Council and Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Community Development
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Treasure Acres Plat 1

Honorable Mayor, City Council, and P&Z Commission;

On behalf of Hope K Farms, LLC., we submit herewith the following final plat including approximately 80 acres located southeast of the intersection of NE 29th Street and NE 94th Avenue in Polk County. This property lies within two miles of the City of Ankeny's corporate limits so has been submitted for review and approval by the city. The final plat includes the development of 2 outlots and 2 street lots for the purposes of transferring ownership. The proposed lot line splitting the two outlots will serve as the future west right-of-way of NE Four Mile Drive. The linework has been coordinated with city staff to ensure the geometry will work for the future street alignment. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Jared Murray, Project Manager



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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** receiving and filing application for annexation, and providing for the giving of notice for annexation, of certain territory located adjacent to the southeast quadrant of the City of Ankeny.

EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of approximately 140.40 acres of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of the intersection at SE Oralabor Road/NE 78th Avenue and NE Berwick Drive—and within two miles of the City of Altoona. The annexation area includes 14 properties totaling 137.29 (+/-) acres, with an additional 3.11 (+/-) acres of Polk County road right-of-way.

At this time, two of the 14 properties included in the proposed annexation have provided petitions. If petitions are not received for all 14 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The current petitioned land area is approximately 111.18 acres, which equals 80.98% of the 137.29 total calculated acres, excluding Polk County road right-of-way. The land

area of the 12 remaining non-petitioned properties is 26.11 acres, equaling 19.02% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is currently identified in The Ankeny Plan 2040 Comprehensive Plan as Low-Density Residential and Open Space. If the land is annexed, it will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. A map has been included to show the annexation area in relation to the Ankeny City Limits.

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
 Staff Report
 Annexation Applications
 Annexation Map

RESOLUTION

RESOLUTION RECEIVING AND FILING APPLICATION FOR ANNEXATION, AND PROVIDING FOR THE GIVING OF NOTICE FOR ANNEXATION, OF CERTAIN TERRITORY LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF THE CITY OF ANKENY

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

LEGAL DESCRIPTION:

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 111.18 acres (+/-) of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of SE Oralabor Road/NE 78th Avenue and east of NE Berwick Drive.

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

LEGAL DESCRIPTION:

LOT 1, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 1, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 2, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 3, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 4, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 5, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 6, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 7, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 8, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 9, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD; AND

LOT 10, OAKWOOD HEIGHTS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

LAYMAN'S DESCRIPTION:

Approximately 26.11 acres (+/-) of land adjacent to the petitioned parcels.

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, as follows:

1. That the application for the proposed annexation is hereby received and filed.
2. That copies of said application shall be referred to the Plan and Zoning Commission of the City for its review and recommendation.
3. That a consultation meeting with the affected townships and the county Board of Supervisors will be at 10:00 am on April 10, 2023, in the Public Services Building, 1210 NW Prairie Ridge Drive, Conference Room E.

PASSED AND APPROVED this 20th day of March, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



*Plan and Zoning Commission
Staff Report*

Meeting Date: March 20, 2023

Agenda Item: Berwick-ATI Group 80/20 Urbanized Annexation – Initiate
Report Date: March 8, 2023
Prepared By: Derek Silverthorn *ETC*
Associate Planner

Discussion:

The City of Ankeny has received a request for annexation of approximately 140.40 acres of land adjacent to the southeast quadrant of Ankeny, generally located ¼-mile south of the intersection at SE Oralabor Road/NE 78th Avenue and NE Berwick Drive—and within two miles of the City of Altoona. The annexation area includes 14 properties totaling 137.29 (+/-) acres, with an additional 3.11 (+/-) acres of Polk County road right-of-way.

At this time, two of the 14 properties included in the proposed annexation have provided petitions. If petitions are not received for all 14 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The current petitioned land area is approximately 111.18 acres, which equals 80.98% of the 137.29 total calculated acres, excluding Polk County road right-of-way. The land area of the 12 remaining non-petitioned properties is 26.11 acres, equaling 19.02% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is currently identified in The Ankeny Plan 2040 Comprehensive Plan as Low-Density Residential and Open Space. If the land is annexed, it will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. A map has been included to show the annexation area in relation to the Ankeny City Limits.

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

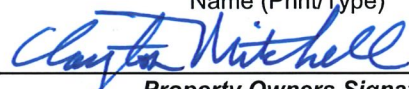
We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto, is a plat of such territory showing the situation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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned Douglas Township, East of NE Berwick Drive, South of NE 78th Avenue and north of NE 70th Avenue

Legal Description (if necessary, provide attachment) See attached.

Property Owner(s): HOPE K. FARMS, LLC. Clayton Mitchell Living Trust
Address: 4500 Westown Parkway 5929 Booneville Road
Address: West Des Moines, Iowa 50266 West Des Moines, Iowa 50266
Phone #: 515-381-3925 515-480-2125

Signed by:  **Date:** 03/10/2023
Property Owner Signature *
Reza Kargarzadeh, Manager Hope K Farms
Name (Print/Type)

 **Date:** 03/10/2023
Property Owners Signature
Clayton Mitchell, Trustee
Name (Print/Type)

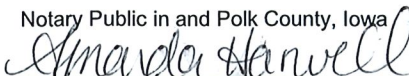
Date: _____
Property Owners Signature

Name (Print/Type)

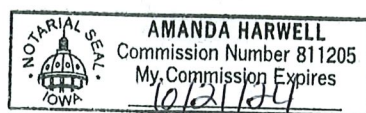
STATE OF IOWA, COUNTY OF POLK, ss

On this 10th day of March, 2023, before me,
a Notary Public in and for Polk County, personally appeared
Reza Kargarzadeh, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa



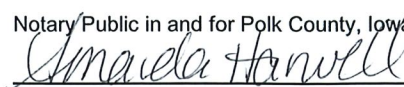
(Notary Stamp)



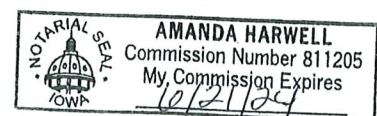
STATE OF IOWA, COUNTY OF POLK, ss

On this 10th day of March, 2023, before me,
a Notary Public in and for Polk County, personally appeared
Clayton Mitchell, to me known to be the person named
in and who executed the foregoing instrument, and acknowledged
that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

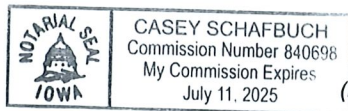


(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

On this 13 day of March, 2023, before me, a Notary Public in and for Polk County, personally appeared Eric Bohnenkamp manager (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Eric Bohnenkamp, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



(Notary Stamp)

Notary Public in and for Polk County, Iowa

Applicant / Contact Berwick Holdings LLC

Address: 1615 SW main Street #207 Ankeny IA 50023

Phone #: 712-540-3756

Signed by: E. Bohnenkamp

Date: 3.13.23

Applicant/Contact

Eric Bohnenkamp, manager

Name (Print/Type)

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

**The Annexation Application will not be considered complete
unless it complies with all the submittal requirements.**

RECEIVED

MAR 13 2023

CITY OF ANKENY

Legal Description

PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 15089, PAGE 430 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned Douglas Township, East of NE Berwick Drive, South of NE 78th Avenue and north of NE 70th Avenue

Legal Description (if necessary, provide attachment) See attached.

Property Owner(s): HOPE K. FARMS, LLC.

Address: 4500 Westown Parkway

Address: West Des Moines, Iowa 50266

Phone #: 515-381-3925

Signed by:

*Property Owner Signature **

Reza Kargarzadeh, Manager Hope K Farms

Name (Print/Type)

Date:

03/10/2023

Property Owners Signature

Date:

Name (Print/Type)

Property Owners Signature

Date:

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 10th day of March, 2023, before me, a Notary Public in and for Polk County, personally appeared Reza Kargarzadeh, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Amanda Harwell

(Notary Stamp)



STATE OF IOWA, COUNTY OF POLK, ss

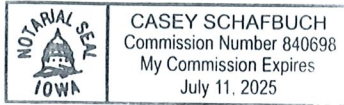
On this ____ day of _____, 20____, before me, a Notary Public in and for Polk County, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this 13 day of March, 2023, before me, a Notary Public in and for Polk County, personally appeared Eric Bohnenkamp, to me personally known, who being by me duly sworn, did say that that person is the Manager (title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that Eric Bohnenkamp, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.



Notary Public in and for Polk County, Iowa

(Notary Stamp)

Applicant / Contact Berwick Holdings, LLC
Address: 1615 SW Main Street #207 Ankeny IA 50023
Phone #: 712-540-3756
Signed by: E. Bohnenkamp Date: 3-13-23
Applicant/Contact
Eric Bohnenkamp, Manager
Name (Print/Type)

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity.

In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity.

If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

The Annexation Application will not be considered complete unless it complies with all the submittal requirements.

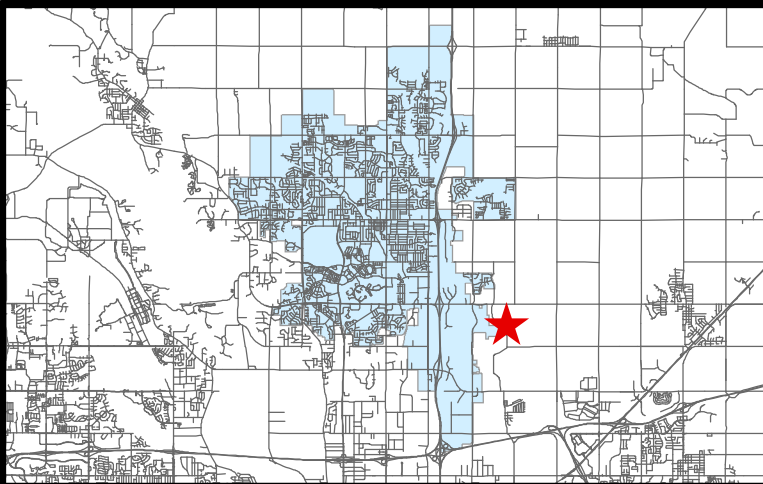
RECEIVED

MAR 13 2023

CITY OF ANKENY

Legal Description

OUTLOT X, DRA ACRES PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, AS SHOWN ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA. SUBJECT TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF RECORD.



Vicinity Map

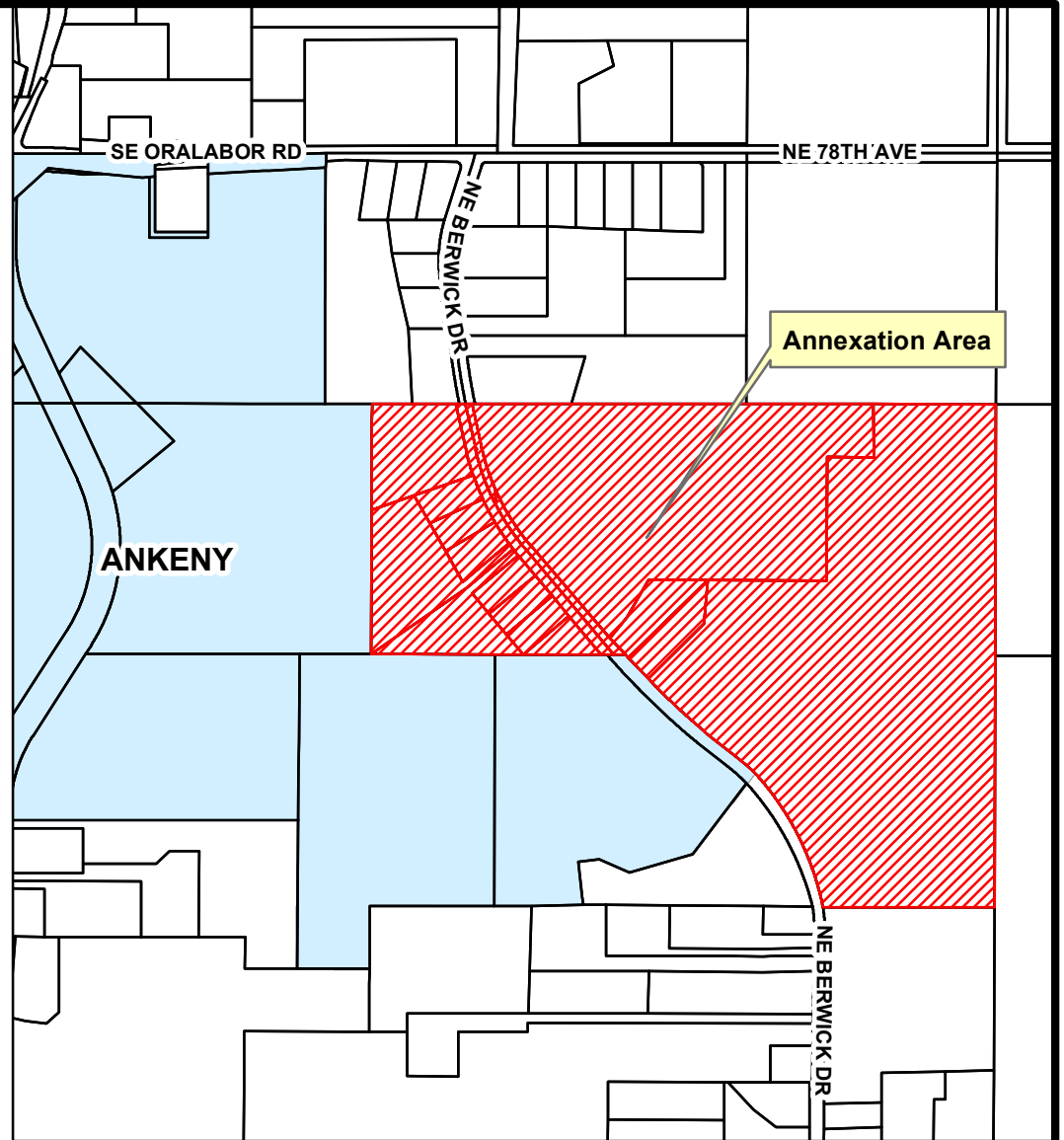
Legal Description:

THAT PART OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA, INCLUDING THE ENTIRETY OF DRA ACRES PLAT 1, AN OFFICIAL PLAT, AS SHOWN ON THE ON THE PLAT RECORDED IN BOOK 15393, PAGES 121 THROUGH 134 IN THE OFFICE OF THE RECORDER, POLK COUNTY, IOWA, AND THE ENTIRETY OF PARCEL 'O', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 16089, PAGE 430 IN SAID OFFICE OF THE RECORDER, AND THE ENTIRETY OAKWOOD HEIGHTS, AN OFFICIAL PLAT, AS SHOWN ON THE PLAT RECORDED IN BOOK 6794, PAGES 411 THROUGH 419 IN SAID OFFICE OF THE RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S00°02'07"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1325.24 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE S00°07'49"W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1316.81 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE S88°58'34"W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 894.66 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NE BERWICK DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1594.16 FEET, WHOSE ARC LENGTH IS 797.86 FEET AND WHOSE CHORD BEARS N28°04'03"W, 789.56 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 283.00 FEET, WHOSE ARC LENGTH IS 38.49 FEET AND WHOSE CHORD BEARS N46°18'08"W, 38.46 FEET; THENCE NORTH 50°11'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, 39.91 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 2033.00 FEET, WHOSE ARC LENGTH IS 67.37 FEET AND WHOSE CHORD BEARS N51°08'54"W, 67.37 FEET; THENCE N52°05'51"W ALONG SAID EASTERLY RIGHT-OF-WAY, 130.63 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE NORTHEASTERLY, WHOSE RADIUS IS 1967.00 FEET, WHOSE ARC LENGTH IS 65.14 FEET AND WHOSE CHORD BEARS N51°08'56"W, 65.14 FEET; THENCE N50°12'00"W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 58.84 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 2967.00 FEET, WHOSE ARC LENGTH IS 309.64 FEET AND WHOSE CHORD BEARS N47°12'37"W, 309.50 FEET; THENCE N44°13'14"W CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY, 227.740 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER; THENCE N88°46'55"W ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 54.10 FEET TO THE SOUTHEAST PLAT CORNER OF AFORESAID OAKWOOD HEIGHTS; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, BEING THE SOUTH PLAT LINE OF SAID OAKWOOD HEIGHTS, N89°46'55"W, A DISTANCE OF 626.51 FEET TO THE CENTER OF SAID SECTION 32; THENCE N89°53'33"W ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, BEING THE SOUTH PLAT LINE OF SAID OAKWOOD HEIGHTS, A DISTANCE OF 654.27 FEET TO THE SOUTHWEST PLAT CORNER OF SAID OAKWOOD HEIGHTS; THENCE N00°18'17"E ALONG THE WEST PLAT LINE OF SAID OAKWOOD HEIGHTS, A DISTANCE OF 1322.32 FEET TO THE NORTHWEST CORNER OF SAID OAKWOOD HEIGHTS; THENCE S89°57'28"E ALONG THE NORTH PLAT LINE OF SAID OAKWOOD HEIGHTS, BEING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER, A DISTANCE OF 493.57 FEET TO THE NORTHEAST PLAT CORNER OF SAID OAKWOOD HEIGHTS, ALSO BEING THE NORTHWEST CORNER OF AFORESAID PARCEL 'O'; THENCE S89°57'29"E ALONG THE NORTH LINE OF SAID PARCEL 'O', BEING THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER, A DISTANCE OF 160.30 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE S89°51'29"E ALONG THE NORTH LINE OF SAID PARCEL 'O' AND THE NORTH LINE OF SAID SOUTH HALF, A DISTANCE OF 2,639.84 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART OF NE BERWICK DRIVE WITHIN THE ABOVE-DESCRIBED TRACT OF LAND. SAID TRACT OF LAND CONTAINS 140.4 ACRES +/-.

Property Owners:

Hope K. Farms, LLC., Clayton Mitchell Living Trust, Richard Backus, Marlis Backus, Robert Stephenson, Shelli Stephenson, Bradley Johnson, Brian Johnson, Harold Johnson, Thomas Tyler, Wayne Biehl, Robyn Biehl, Derek Peterson, Elizabeth Peterson, Andrew Swanson, Rhonda Swanson



1 inch = 1,000 feet

Annexation Map



BERWICK-ATI GROUP ANNEXATION



Sheet No.
1 of 15

Community Development
Department

Drawn By: DS

Checked By: EB

Date: March 7, 2023



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 on a 28E Agreement approving an Annexation Boundary Agreement with the City of Alleman, Iowa. (date of hrg: 5/1/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The Ankeny City Council and Alleman City Council previously had an agreement establishing an annexation boundary regarding the future annexation of unincorporated land between Ankeny and Alleman. This agreement re-establishes the current boundary line related to planning review and annexation between the City of Ankeny and the City of Alleman. The effectiveness of the agreement enforces State Law that allows communities to agree on a common line which neither would cross with non-consenting or involuntary annexations. This agreement boundary is consistent with the Ankeny Plan 2040.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution setting a public hearing for 5/1/23 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Exhibit A

RESOLUTION

A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA ON A 28E AGREEMENT APPROVING AN ANNEXATION BOUNDARY AGREEMENT WITH THE CITY OF ALLEMAN, IOWA

WHEREAS, The Ankeny City Council and Alleman City Council previously had an agreement establishing an annexation boundary regarding the future annexation of unincorporated land between Ankeny and Alleman; and

WHEREAS, said policy is not intended to serve as a basis or impetus for involuntary annexation action, but to provide property owners, Ankeny and Alleman with a tool for planning logical, orderly growth; and

WHEREAS, the City Council now deems it necessary to provide for notice and hearing on the adoption of a new 28E agreement regarding the annexation boundary between the City of Ankeny, Iowa and the City of Alleman, Iowa.

WHEREAS, the 28E agreement establishes that the cities of Ankeny and Alleman agree that no voluntary or involuntary annexations will be undertaken south or east of the annexation agreement line by Alleman, or north or west of the annexation agreement line by Ankeny. Said annexation agreement line shall be described as follows;

A line beginning at the intersection of Interstate 35 and NW 134th Avenue; thence continuing west along the centerline of NW 134th Avenue to the existing Alleman corporate limits; thence continuing clockwise along the existing Alleman corporate limits to its southernmost point; thence continuing west along a line ½ mile north of NW 126th Avenue to its termination point at the centerline of NW 30th Street.

A map of this description is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa as follows:

1. That the 28E Agreement regarding the annexation boundary between the City of Ankeny, Iowa and the City of Alleman, Iowa shall be heard by the City Council of the City of Ankeny.
2. That said public hearing by the City Council is set for 5:30 p.m. on the 1st day of May, 2023, in the Council Chambers, second floor, 1250 SW District Drive, Ankeny, Iowa.

That the City Clerk is authorized and directed to publish notice of such at least 30 days prior to said hearing.

Passed this 20th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING
REGARDING A 28E AGREEMENT APPROVING AN
ANNEXATION BOUNDARY AGREEMENT BETWEEN
THE CITY OF ANKENY, IOWA AND THE CITY OF ALLEMAN, IOWA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, is considering a 28E agreement to approve an annexation boundary between the City of Ankeny, Iowa and the City of Alleman, Iowa.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed agreement approves an agreement establishing that the cities of Ankeny and Alleman agree that no voluntary or involuntary annexations will be undertaken south or east of the annexation agreement line by Alleman, or north or west of the annexation agreement line by Ankeny. Said annexation agreement line shall be described as follows;

A line beginning at the intersection of Interstate 35 and NW 134th Avenue; thence continuing west along the centerline of NW 134th Avenue to the existing Alleman corporate limits; thence continuing clockwise along the existing Alleman corporate limits to its southernmost point; thence continuing west along a line ½ mile north of NW 126th Avenue to its termination point at the centerline of NW 30th Street.

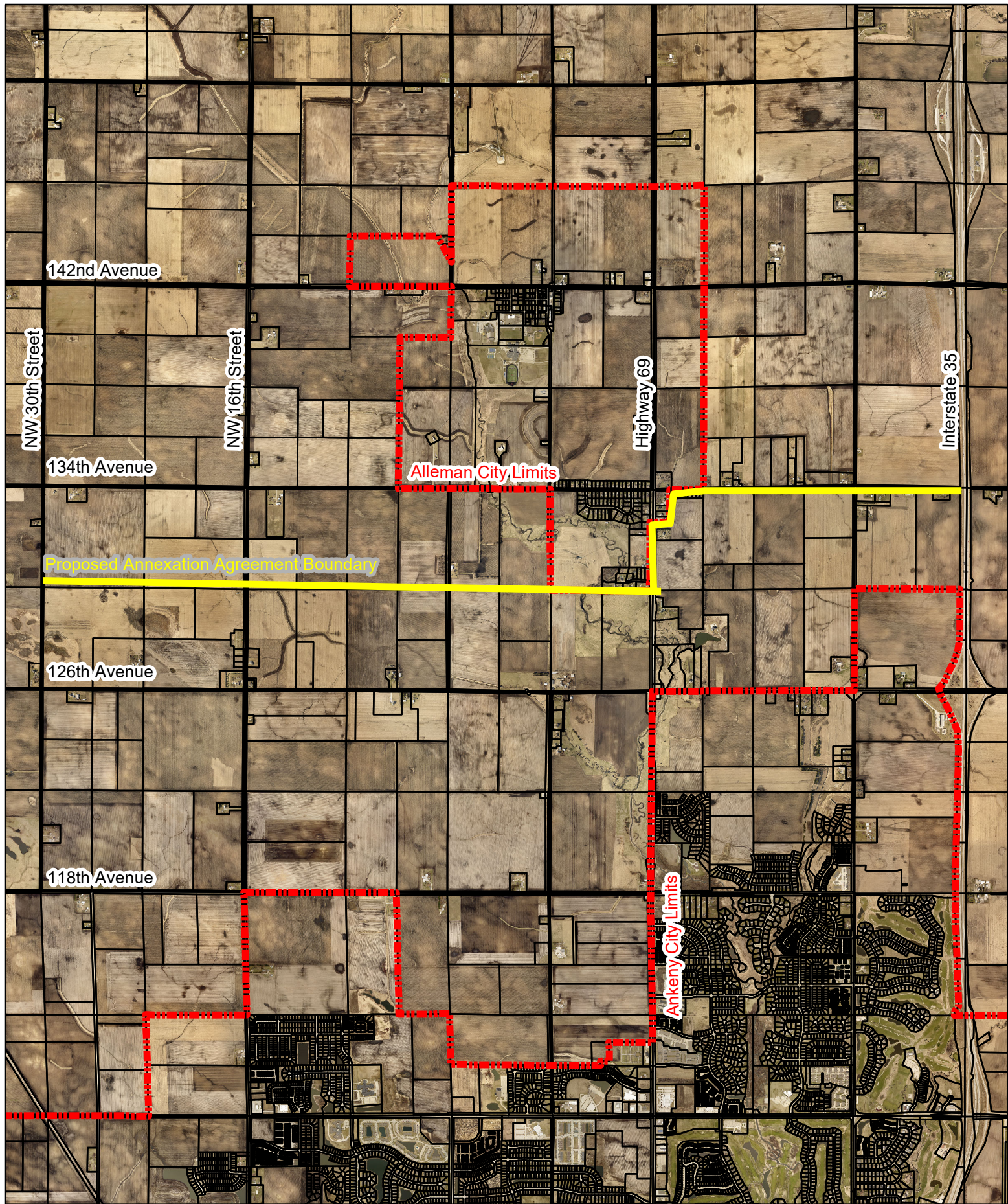
A map of this description is attached as Exhibit A.

NOTICE IS FURTHER GIVEN that the City Council will meet at 5:30 P.M. on the 1st day of May, 2023 in the Council Chambers, Second Floor, 1250 SW District Drive, Ankeny, Iowa, to consider said 28E Agreement, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

DATED this 20th day of March, 2023.

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.





ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from HMG Land Management in the amount of \$29,942.50 for the construction of the 2023 Native Vegetation Maintenance project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from HMG Land Management for the 2023 Native Vegetation Maintenance project.

The 2023 Native Vegetation Maintenance project includes spot herbicide applications, broadcast herbicide applications, initial cut and disposal of vegetation, dormant prairie seeding, and maintenance trips to 8 locations within the City of Ankeny.

The project locations are all located on public property and include Des Moines Street Corridor, High Trestle Trail at S. Ankeny Blvd, Promenade Park, Centennial Park, Chautauqua Park, Public Service

Building, Ankeny Art Center, and Fire Station No. 2. The dormant prairie seeding location covers 2.5 acres. The project includes temporary traffic control as needed, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to seven (7) contractors. Two (2) bids were received for the project as follows:

EOR Iowa, LLC	\$29,992.50
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HMG Land Management	\$29,942.50
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The Engineer's Estimate was \$35,330.00. The bids were approximately 15% below the engineer's estimate. HMG Land Management has the technical experience to complete this project. The Public Works Department recommends awarding the 2023 Native Vegetation Maintenance project to HMG Land Management of Promise City, Iowa.

FISCAL IMPACT: No

The 2023 Native Vegetation Maintenance project is funded from the Storm Water Administration Fund.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from HMG Land Management for the 2023 Native Vegetation Maintenance project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tab
 Location Map

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM HMG LAND MANAGEMENT IN THE AMOUNT OF \$29,942.50 FOR THE CONSTRUCTION OF THE 2023 NATIVE VEGETATION MAINTENANCE PROJECT.

WHEREAS, the City of Ankeny desires to perform native vegetation maintenance including spot herbicide applications, broadcast herbicide applications, initial cut and disposal of vegetation, dormant prairie seeding, and maintenance trips to 8 locations within the City of Ankeny. The project locations include Des Moines Street Corridor, High Trestle Trail at S. Ankeny Blvd, Promenade Park, Centennial Park, Chautauqua Park, Public Service Building, Ankeny Art Center, and Fire Station No. 2. The dormant prairie seeding location covers 2.5 acres.

WHEREAS, a request for proposal was sent out to seven (7) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

EOR Iowa, LLC	\$29,992.50
HMG Land Management	\$29,942.50
Engineer's Estimated Cost	\$35,330.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from HMG Land Management in the amount of \$29,942.50 be accepted for the construction of the 2023 Native Vegetation Maintenance project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 20th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

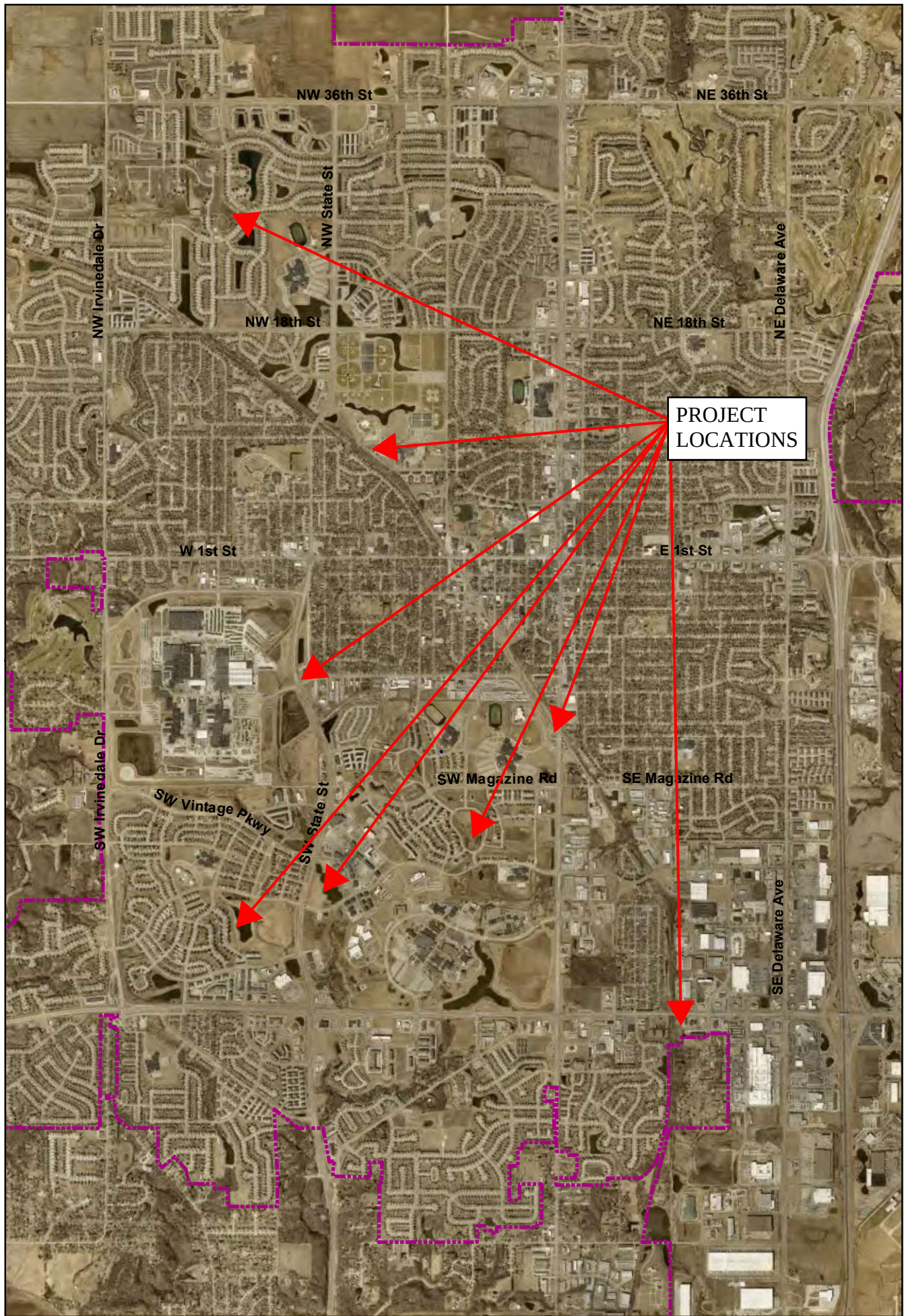
Michelle Yuska, City Clerk

2023 Native Vegetation Maintenance

March 14, 2023

Item No.	Item	Unit	Engineer's Estimate			EOR Iowa, LLC			HMG Land Management		
			Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
	DES MOINES STREET CORRIDOR PW3										
1.1	Spot Herbicide Treatment, 2 Applications (Spring/Summer 2023)	Ac.	9.1	\$ 300.00	\$ 2,730.00	9.1	\$ 305.00	\$ 2,775.50	9.1	\$ 175.00	\$ 1,592.50
1.2	Initial Cut and Disposal (Fall 2023)	Ac.	9.1	\$ 700.00	\$ 6,370.00	9.1	\$ 425.00	\$ 3,867.50	9.1	\$ 200.00	\$ 1,820.00
1.3	Spot Herbicide Treatment, 2 applications (Spring 2024)	Ac.	9.1	\$ 300.00	\$ 2,730.00	9.1	\$ 305.00	\$ 2,775.50	9.1	\$ 175.00	\$ 1,592.50
	HIGH TRESTLE TRAIL AT S. ANKENY BLVD										
2.1	Initial Cut and Disposal (June 2023)	Ac.	2.5	\$ 700.00	\$ 1,750.00	2.5	\$ 425.00	\$ 1,062.50	2.5	\$ 500.00	\$ 1,250.00
2.2	Broadcast Herbicide, 2 Applications (Summer 2023)	Ac.	2.5	\$ 500.00	\$ 1,250.00	2.5	\$ 305.00	\$ 762.50	2.5	\$ 175.00	\$ 437.50
2.3	Dormant Prairie Seeding, Drilled (Fall/Winter 2023)	Ac.	2.5	\$ 2,000.00	\$ 5,000.00	2.5	\$ 1,340.00	\$ 3,350.00	2.5	\$ 1,500.00	\$ 3,750.00
2.4	Maintenance Trips	Trip	6	\$ 800.00	\$ 4,800.00	6	\$ 500.00	\$ 3,000.00	6	\$ 600.00	\$ 3,600.00
	PROMENADE PARK										
3.1	Maintenance Trips	Trip	4	\$ 600.00	\$ 2,400.00	4	\$ 625.00	\$ 2,500.00	4	\$ 750.00	\$ 3,000.00
	CENTENNIAL PARK										
4.1	Maintenance Trips	Trip	4	\$ 300.00	\$ 1,200.00	4	\$ 625.00	\$ 2,500.00	4	\$ 1,000.00	\$ 4,000.00
	CHAUTAUQUA PARK										
5.1	Maintenance Trips	Trip	4	\$ 600.00	\$ 2,400.00	4	\$ 625.00	\$ 2,500.00	4	\$ 1,500.00	\$ 6,000.00
	PUBLIC SERVICES BUILDING										
6.1	Maintenance Trips	Trip	8	\$ 400.00	\$ 3,200.00	8	\$ 400.00	\$ 3,200.00	8	\$ 300.00	\$ 2,400.00
	ANKENY ART CENTER										
7.1	Maintenance Trips	Trip	2	\$ 300.00	\$ 600.00	2	\$ 250.00	\$ 500.00	2	\$ 100.00	\$ 200.00
	FIRE STATION NO. 2										
8.1	Maintenance Trips	Trip	3	\$ 300.00	\$ 900.00	3	\$ 400.00	\$ 1,200.00	3	\$ 100.00	\$ 300.00
TOTAL AMOUNT BID =					\$ 35,330.00			\$ 29,993.50			\$ 29,942.50

Cell highlighted yellow indicates the Total Price on Proposal is different than number shown on bid tab. This is a Unit Price Contract, so the Unit Price is used to calculate the Total Price.



2023 Native Vegetation Maintenance Location Map
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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 a motion to adopt **RESOLUTION** authorizing and directing the City Manager and legal counsel to execute required documents for the City of Ankeny to opt in to a nationwide opioid litigation settlement.

EXECUTIVE SUMMARY:

In 2021, the City of Ankeny received notice that Iowa opted to participate in the nationwide settlement of all opioid litigation brought by states and local political subdivisions against the three largest distributors of pharmaceuticals (McKesson, Cardinal Health, and AmerisourceBergen) as well as one manufacturer (Janssen Pharmaceuticals, Inc.) and its parent company (Johnson & Johnson). At that time, the City Council authorized and directed staff and legal counsel to execute required documents in order for the city to opt-in to that nationwide opioid litigation settlement.

Now, there is a proposed nationwide settlement agreement that has been reached against two pharmaceutical manufacturers, Teva and Allergan, and three pharmacies, CVS, Walgreens, and Walmart. Settlements total over \$20 billion, with approximately \$17 billion to be used by participating states and cities to remediate and abate the impacts of the opioid crisis.

City staff's recommendation is that Ankeny opt-in to the nationwide opioid settlement, and the City Council authorize the City Manager as the designated representative for Ankeny. Thereby, the City Manager's Office would receive communications, complete the registration process, and execute documents on behalf of the city related to the settlements. The registration process must be completed no later than April 18, 2023.

For the opt-in, the necessary documents and instructions for next steps will come from the Iowa Attorney General. The opt-in does not guarantee eligibility or particular payout directly to Ankeny. More information regarding specific allocations will be available on an ongoing basis as agreements are reached and the numbers of participants are finalized.

The City Council will be kept up to date with regard to the settlement process, potential award for the City of Ankeny, and any subsequent actions required on behalf of the City Council.

FISCAL IMPACT: No

This item does not carry a direct financial impact to the operating budget for the City of Ankeny, however approval of this item will result in additional funding to be directed to the State of Iowa for use within Polk County as a result of Ankeny's participation.

CITY MANAGER'S RECOMMENDATIONS:

Motion to adopt the attached Resolution authorizing and directing the City Manager and legal counsel to execute required documents for the City of Ankeny to opt in to a nationwide opioid litigation settlement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

At the meeting on Dec. 20, 2021, the City Council approved a motion authorizing and directing staff and legal counsel to execute required documents for the City of Ankeny to opt-in to participate in the nationwide opioid litigation settlement.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution - Opioid Settlement Opt-In
Participation Form - Allergan
Participation Form - CVS
Participation Form - Teva
Participation Form - Walgreens
Participation Form - Walmart

RESOLUTION

A RESOLUTION APPROVING THE CITY OF ANKENY TO PARTICIPATE IN FIVE (5) PROPOSED NEW NATIONAL OPIOID SETTLEMENTS AND/OR THE STATE OF IOWA'S INTERSTATE ALLOCATION AGREEMENTS

WHEREAS, the City of Ankeny joined and participated in federal litigation against various pharmaceutical companies and distributors of pain medication that contributed to the opioid epidemic; and

WHEREAS, in addition to the national settlements concerning distributors, there are now five (5) additional proposed national settlements pertaining to the pharmacies CVS, Walgreens, Walmart, and manufacturers Teva and Allergan (“New National Opioid Settlements”); and

WHEREAS, in order to participate in a settlement, the City of Ankeny must execute a Participation Form for each settlement that the State of Iowa elected to join, and must return all required documentation by April 18, 2023; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that:

SECTION 1. The City of Ankeny, by and through its City Manager, is hereby authorized to opt-in to all settlements it is eligible for, and to return all executed documentation as required by April 18, 2023.

SECTION 2. The City is hereby authorized to accept any/all funds received from the “New National Opioid Settlements”, and to deposit the funds into the appropriate account(s).

PASSED AND APPROVED this 20th day of March, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-33.

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-33.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2132: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of ORDINANCE 2132 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2132 sending it on its

Action. Consider motion to accept and consideration of ORDINANCE 2152, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE 2132

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY NGR INC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 18th day of January 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

WHEREAS, on the 20th day of March, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

LAYMAN'S DESCRIPTION:

Approximately 31.17 acres (+/-) of land located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by NGR Inc., from the current R-1, One-Family Residence District to M-1, Light Industrial District.

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 full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 20th, day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF MARCH, 2023**

**1st Con 2/20/23 (P. Hrg.)
2nd Con 3/06/23
3rd Con 3/20/23**



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2133: An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to general traffic regulations.

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2133, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Ordinance

ORDINANCE 2133

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO GENERAL TRAFFIC REGULATIONS

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

SECTION 1. SECTION MODIFIED: That Section 62.02 VEHICLES ON SIDEWALKS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.02 VEHICLES ON SIDEWALKS. The driver of a vehicle shall not drive upon or within any sidewalk area except at a driveway or unless specifically defined or allowed otherwise in another portion of this Code of Ordinances.

SECTION 2. SECTION MODIFIED: That Section 62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED. No person shall operate a motorcycle, electric motorcycle, motor bicycle, or any device powered by an internal combustion engine designed to transport a person within any City park or upon any City sidewalks or upon any City-owned lands, except upon streets or alleys where such operation is specifically permitted by State Code. This section does not apply to motor-driven cycles or power-driven cycles operated by City employees in the performance of their duties. This section does not apply to motor-driven wheelchairs and battery-operated toys used by children 8 years of age or less when operated on City sidewalks or in City parks.

SECTION 3. SECTION MODIFIED: That Section 62.04 CLINGING TO VEHICLE of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.04 CLINGING TO VEHICLE. No person shall drive a motor vehicle on the streets of the City unless all passengers are seated pursuant to State Code. No person riding upon any bicycle, electric scooter, coaster, roller skates, in-line skates, sled, personal transportation device, or toy vehicles shall attach the same or themselves to any vehicle upon a roadway.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 20th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF MARCH, 2023**

**1st Con 2/20/23
2nd Con 3/06/23
3rd Con 3/20/23**



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2134: An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to Chapter 76 Bicycle Regulations.

EXECUTIVE SUMMARY:

The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2134, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Ordinance

ORDINANCE 2134

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 76 BICYCLE REGULATIONS

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

SECTION 1. SECTION MODIFIED: That Chapter 76 **BICYCLE REGULATIONS** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 76 BICYCLE AND PERSONAL TRANSPORTATION DEVICES REGULATIONS

76.01 Purpose	76.07 Responsible Riding
76.02 Definitions	76.08 Place of Riding
76.03 Scope of Regulations	76.09 Parking
76.04 Traffic Code Applies	76.10 Equipment Requirements
76.05 Motor Vehicle Operations	76.11 Violations
76.06 Actions Against Bicycles and Personal Transportation Devices	

76.01 PURPOSE. The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters and personal transportation devices on the city's roadways, streets, sidewalks, and multi-use trails as enabled by *Code of Iowa*, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, electric scooters or personal transportation devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.
3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, electric scooters, personal transportation devices, and pedestrians.
4. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider

or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

5. “Low-speed electric bicycle” means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:
 - a. “Class 1 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - b. “Class 2 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - c. “Class 3 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1[36A])

6. “Multi-use trail” means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8’) in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians. No multi-use trail shall be considered as a street or highway.
7. “Other Power-Driven Mobility Device (OPDMD)” means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.
8. “Personal Transportation Device” means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter.
9. “Roadway” means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
10. “Street” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.
11. “Sidewalk” means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8’) in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.
12. “Residential district” means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.
13. “Business district” means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS. These regulations shall apply whenever a bicycle, electric scooter, or personal transportation device is operated upon any public street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.

1. Every person, including a peace officer, riding a bicycle, electric scooter, or personal transportation device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of *Code of Iowa*, Chapter 321.
3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.
4. Whenever such person dismounts from a bicycle, electric scooter, or personal transportation device, the person shall be subject to all regulations applicable to pedestrians.
5. A peace officer riding a police bicycle in the line of duty may do any of the following:
 - a. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
 - b. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, electric scooters, and personal transportation devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:
 - a. To prepare for a turn within a distance of 200 feet from the intersection.
2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle, electric scooter, or personal transportation device that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.
3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any

door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle, electric scooter, or personal transportation device, or a person mounted on a bicycle, electric scooter, or personal transportation device within any marked crosswalk or unmarked crosswalk at an intersection.
5. Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, including the adjacent shoulder.
2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, an electric scooter, personal transportation device, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or personal transportation device shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle, electric scooter, or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, personal transportation device, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a class 3 low-speed electric bicycle on a sidewalk. A person shall not operate a class 3 low-speed electric bicycle on a bicycle lane, bicycle path, or multi-use trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

(Code of Iowa, Sec. 321.235B[9.b.])

3. Control of bicycle, electric scooter, personal transportation device, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.
4. Improper riding. No person shall operate a bicycle, electric scooter, personal transportation device, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.

5. Right of way. Riders of electric scooters, low speed electric bicycles, and other electric personal transportation devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.
6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

8. Hand Signals. Riders of bicycles, electric scooters, or personal transportation devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:
 - a. Left Turn – left hand and arm extended horizontally to the left
 - b. Right turn – left hand and arm extended upward to the left or right hand and arm extended horizontally to the right
 - c. Stopping or slowing – left hand and arm extended downward.
9. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.
10. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or personal transportation device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. Paved Multi-use Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on paved multi-use trails, subject to the limitations of this Chapter.
2. Roadways and Streets.
 - a. When riding on the roadway or street, riders of bicycles, electric scooters and personal transportation devices shall ride in the same location and manner as motorized vehicles unless, a multi-use trail, bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the aforementioned location and riders of electric scooters and personal transportation devices shall not use the roadway; except that the operator of an electric scooter or personal transportation device shall not be required to use or remain on the aforementioned locations:

- i. When the trail, path, or lane is of insufficient width to permit safe bicycle, electric scooter, or personal transportation device operation; or
 - ii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter or personal transportation operation on the trail, path, or lane.
 - b. Electric scooters and personal transportation devices shall not be ridden on roadways with a speed limit greater than twenty-five (25) miles per hour unless there is a bike lane present.
 - c. This section does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade or special event authorized by the city.
- 3. Public Sidewalks and Bicycle Paths.**
- a. Bicycles, electric scooters, and personal transportation devices may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, electric scooter, or personal transportation device. Careful and prudent manner shall be consistent with Section 76.07 Responsible Riding.
 - b. Electric scooters, low-speed electric bicycles, and personal transportation devices may be operated upon bicycle paths and multi-use trails that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path or multi-use trail.
 - c. Electric scooters and personal transportation devices may only operate on sidewalks less than eight feet (8') in width if the following applies:
 - i. When the roadway is of insufficient width to permit safe, electric scooter, or personal transportation device operation.
 - ii. Where no bicycle lane, bicycle path, or multi-use trail is available and where the speed limit on the roadway is greater than twenty-five (25) miles per hour.
 - iii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter, or personal transportation operation on the roadway.
 - iv. When it is necessary to enter or leave adjacent property.
 - d. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

76.09 PARKING.

- 1.** Parking locations for bicycles, electric scooters, or personal transportation devices shall retain access to:
 - a. an ADA-compliant pedestrian pathway
 - b. a fire hydrant
 - c. a US Postal Service mailbox
 - d. a crosswalk or curb ramp
 - e. loading zones

- f. transit zones, including bus stops, shelters, or other passenger waiting areas
- g. accessible parking spaces
- h. street furniture or amenities that require pedestrian access
- i. entryways
- j. driveways.

76.10 EQUIPMENT REQUIREMENTS. Every person riding a bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS. Violations of any provision of this chapter shall be punished by a fine as established by section 4.01 of this Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 20th, day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF MARCH, 2023**

**1st Con 2/20/23
2nd Con 3/06/23
3rd Con 3/20/23**



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2135: An ordinance amending the code of ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to multi-use recreational trails.

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2135, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE 2135

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MULTI-USE RECREATIONAL TRAILS

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

SECTION 1. SECTION MODIFIED: That Section 82.02 PERMITTED USES of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

82.02 PERMITTED USES. Except as otherwise provided, the following uses are permitted on multi-use recreational trails:

1. Persons walking, jogging or running;
2. Persons utilizing or operating a non-motorized device, such as a bicycle, skateboard, inline skates or wheelchair;
3. Persons utilizing or operating a device as defined and allowed in Chapter 76 of the Code of Ordinances, such as a low-speed electric bicycle, electric scooter, or personal transportation device;
4. Persons with mobility disabilities using manually operated or power-driven wheelchairs and manually powered mobility aids for the purpose of locomotion;
5. Persons with mobility disabilities using an other power-driven mobility device for the purpose of locomotion, as provided in 28 CFR 35;
6. Official emergency vehicles and authorized maintenance vehicles as necessary to perform the duties of the operator.

SECTION 2. SECTION MODIFIED: That Section 82.03 USES NOT PERMITTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

82.03 USES NOT PERMITTED. Except as otherwise provided, the following uses are not permitted on multi-use recreational trails:

1. Motorized vehicles, except where the trail utilizes an existing road, street or highway or specifically defined or allowed otherwise in Chapter 76 of this Code of Ordinances;
2. Equestrian uses;
3. Skateboards are not permitted on the portions of trails that utilize an existing road, street or highway.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny, Iowa, this 20th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF MARCH, 2023**

1st Con 2/20/23

2nd Con 3/06/23

3rd Con 3/20/23



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2136:

An Ordinance vacating a water main easement on Lots 1-4 of Park Sight Office Park at Prairie Trail Plat 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To accept second consideration of ORDINANCE 2136.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2136.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Exhibit A (Lot 1)
 Exhibit B(Lots 2-4)

ORDINANCE XXXX

**AN ORDINANCE VACATING AN PUBLIC WATER MAIN EASEMENT ASSOCIATED WITH
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS 1, 2, 3, AND 4**

WHEREAS, pursuant to notice published in the manner required by law, on the 6th day of March, 2023, this Council held a public hearing on a proposal to vacate a portions of public water main easements as shown on the attached Exhibit “A” and Exhibit “B”;

WHEREAS, this Council finds that all public purpose served by this easement is no longer necessary; and

WHEREAS, this Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Ankeny, Iowa:

1. That the City of Ankeny does hereby vacate and release the portion of said easement as shown on the two attached exhibits
2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed; and
3. That this ordinance shall be in effect upon its final passage and publication as required by law.

PASSED AND APPROVED this 3rd day of April 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

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

**1st Con 03/06/23 (P.Hrg.)
2nd Con 03/20/23
3rd Con 04/03/23**

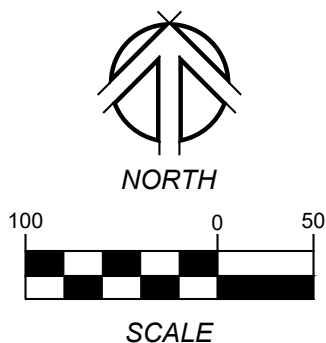
PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

EXHIBIT "A"



LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easements recorded in Book 16663, Page 573 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION 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 northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence North 07 degrees 06 minutes 46 seconds East, a distance of 2.56 feet; thence North 49 degrees 49 minutes 16 seconds East, a distance of 44.25 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 89.71 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 15.00 feet; thence North 85 degrees 10 minutes 44 seconds West, a distance of 83.49 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 26.49 feet; thence North 85 degrees 32 minutes 47 seconds West, a distance of 18.88 feet, to the Point of Beginning.

Containing 0.043 acres (1,853 square feet) more or less.



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

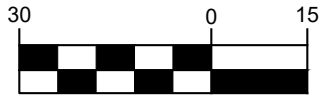
CHECKED BY:

ADS

SHEET TITLE:

VVCTE-1

EXHIBIT "A"



SCALE

LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 16663 PAGE 573)

213.08'
S85°32'47"E

P.O.B.

SW CORNER OF LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

N07°06'46"E
2.56'

N49°49'16"E
44.25'

18.88'
N85°32'47"W

26.49'
S49°49'16"W

S85°10'44"E 89.71'

1,853 Sq. Ft.
0.043 Acres

N85°10'44"W 83.49'

15.00'
S04°49'16"W

EAST LINE
OF LOT 1

SOUTH LINE
OF LOT 1

LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION

LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003

DRAWN BY:
TJH

DWG No.:
2/2

DATE:
01/30/23

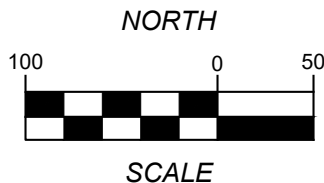
CHECKED BY:
ADS

SHEET TITLE:
VVCTE-2

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "B"



REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easement recorded in Book 14744, Page 708 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

Those parts of Lots 2, 3 and 4, 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 northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence South 85 degrees 32 minutes 47 seconds East, a distance of 18.88 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 5.69 feet; thence South 07 degrees 06 minutes 46 seconds West, a distance of 223.58 feet; thence South 04 degrees 08 minutes 14 seconds East, a distance of 410.19 feet; thence South 14 degrees 27 minutes 35 seconds East, a distance of 49.14 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 15.00 feet; thence North 14 degrees 27 minutes 35 seconds West, a distance of 50.50 feet; thence North 04 degrees 08 minutes 14 seconds West, a distance of 413.03 feet; thence North 07 degrees 06 minutes 46 seconds East, a distance of 228.36 feet, to the Point of Beginning.

Containing 0.238 acres (10,348 square feet) more or less.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT VACATION

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:

VCT-1

EXHIBIT "B"

SW STATE STREET

NW CORNER OF LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

NORTH LINE
OF LOT 2
S85°32'47"E 213.08'

P.O.B.

S85°32'47"E
18.88'

LOT 1
PARK SIGHT
OFFICE
PARK AT
PRAIRIE
TRAIL
PLAT 3



SCALE

LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N07°06'46"E 228.36'

S07°06'46"W 223.58'

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

10,348 Sq. Ft.
0.238 Acres

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N04°08'14"W 413.03'

S04°08'14"E 410.19'

EXISTING 15' WATER MAIN EASEMENT
(BOOK 14744 PAGE 708)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

N14°27'35"W
50.50'

S14°27'35"E
49.14'

15.00'

S75°32'25"W

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

LOT 1

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT X
PARK SIGHT
OFFICE PARK
AT
PRAIRIE TRAIL
PLAT 1



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT VACATION

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

2/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VCT-2



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:
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.

EXECUTIVE SUMMARY:
The ordinance under consideration amends which boards and commissions the Mayor can appointment officials to (with Council approval) to include the Human Rights Commission and Economic Development Council and to remove the appointment of the Zoning Administrator.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of
ORDINANCE 2137.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 15

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MAYOR APPOINTMENTS

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

SECTION 1. SECTION MODIFIED: That Section 15.03 APPOINTMENTS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

15.03 APPOINTMENTS. The Mayor shall appoint the Mayor Pro Tem, and the Mayor also appoints, with Council approval, the following officials:

(Code of Iowa, Sec. 372.4)

1. Park Board
2. Arts Council
3. Ankeny Sports Complex Foundation
4. Library Board of Trustees
5. Civil Service Commission
6. Mayor's Youth Council
7. Board of Examiners and Appeals
8. Zoning Board of Adjustment
9. Human Rights Commission
10. Economic Development Council

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

No Review Required

SUBJECT:

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.

EXECUTIVE SUMMARY:

The ordinance under consideration amends the number of commission members that consist on the Human Rights Commission to change from seven (7) members to five (5) members.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2138.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 31

ORDINANCE NO.

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

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

SECTION 1. SECTION MODIFIED: That Section 31.03 COMMISSION APPOINTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

31.03 COMMISSION APPOINTED.

1. The City Human Rights Commission shall consist of five (5) members appointed by the Mayor with approval of the City Council. Appointments shall take into consideration the various racial, religious, cultural, and social groups and geographical areas within the City insofar as may be practicable.
2. The term of appointment shall be three (3) years from January 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.
3. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.
4. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City from time to time.
5. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as need for that purpose.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Manager

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2139: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

EXECUTIVE SUMMARY:

The ordinance under consideration raises water use rates by 8 percent and service availability charges by 4 percent, effective April 1, 2023.

The increase is necessary to fund the 10 percent increase in capacity rates for water purchased from Des Moines Water Works and local infrastructure projects planned in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**

Below is the impact of the proposed utility rate changes:

			\$	%
	FY 2024	FY 2023	Difference	Difference
Solid Waste	\$ 61.68	\$ 59.04	\$ 2.64	4.47%
Water	448.51	419.38	29.13	6.95%
Sewer	519.96	519.96	-	0.00%
Storm Water	78.00	78.00	-	0.00%
	<u>\$ 1,108.15</u>	<u>\$ 1,076.38</u>	<u>\$ 31.77</u>	<u>2.95%</u>

The illustration assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. This customer will see an increase of \$31.77 or 2.95% in their utility bill for FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 27, 2023 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2139.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2139, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Ordinance 2139](#)

ORDINANCE 2139

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO WATER RATES

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

SECTION 1. SECTION MODIFIED. Section 92.04, Paragraph 1, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective April 1, 2023 and the following adopted in lieu thereof:

92.04 RATES FOR SERVICE.

1. For bills due and payable on or after April 1, 2023, the following rates apply:

A. Service Availability Charge. There is imposed for each billing period, a service availability charge upon each separately metered residential, commercial, industrial or educational premises, directly or indirectly served by a connection to the waterworks systems, based on the following:

		Monthly		
	Meter	Equivalent	Monthly	Monthly
Meter	Equivalence	Meter	Billing	SAC
Size	Factor	Cost	Cost	Charge
5/8"	1	\$ 7.63	\$ 2.11	\$ 9.74
3/4"	1.5	\$ 11.45	\$ 2.11	\$ 13.56
1"	2.5	\$ 19.09	\$ 2.11	\$ 21.20
1 1/2"	5	\$ 38.17	\$ 2.11	\$ 40.28
2"	8	\$ 61.08	\$ 2.11	\$ 63.19
3"	17.5	\$ 133.61	\$ 2.11	\$ 135.72
4"	50	\$ 381.75	\$ 2.11	\$ 383.86
6"	100	\$ 763.51	\$ 2.11	\$ 765.62
8"	175	\$ 1,336.14	\$ 2.11	\$ 1,338.25

B. Water Use Rates. In addition to the service availability charge, there are imposed the following water rate charges based on actual metered usage during the billing period for which such charges are assessed:

- (1) For the first 5,000 gallons used, \$6.38 per 1,000 gallons, plus
- (2) For all gallons used in excess of 5,000 gallons, \$8.95 per 1,000 gallons.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 20th day of March, 2023.

ATTEST:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 24TH DAY OF MARCH, 2023**

**1st Con 03/06/23
2nd Con 03/20/23
3rd Con 03/20/23**



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Ordinance - 2nd Reading

LEGAL:
No Review Required

SUBJECT:

Ord 2140: An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

EXECUTIVE SUMMARY:

The ordinance under consideration increases the maximum ERU per month for commercial, industrial and multi-family from 70 ERU to 80 ERU, effective July 1, 2023. The stormwater management fees will remain at \$6.50 per ERU per month.

FISCAL IMPACT: **Yes**

Below is the impact of the proposed utility rate changes:

			\$		%	
	FY 2024	FY 2023	Difference		Difference	
Solid Waste	\$ 61.68	\$ 59.04	\$ 2.64		4.47%	
Water	448.51	419.38	29.13		6.95%	
Sewer	519.96	519.96	-		0.00%	
Storm Water	78.00	78.00	-		0.00%	
	<u>\$ 1,108.15</u>	<u>\$ 1,076.38</u>	<u>\$ 31.77</u>		<u>2.95%</u>	

The illustration assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. This customer will see an increase of \$31.77 or 2.95% in their utility bill for FY 2024.

CITY MANAGER'S RECOMMENDATIONS:

Recommend amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to stormwater management fees.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Utility rate recommendations were presented to the City Council at the February 27, 2023 Budget Workshop.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2140.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2140

ORDINANCE 2140

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO STORMWATER MANAGEMENT FEES

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

SECTION 1. SECTION MODIFIED. Section 107.02, Paragraph 3, of the Code of Ordinances of the City of Ankeny, Iowa is repealed effective July 1, 2023 and the following adopted in lieu thereof:

107.02 STORMWATER MANAGEMENT FEES.

3. Commercial, Industrial and Multi-Family: \$6.50 per ERU per month up to a maximum of 80 ERUs.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the Council the 20th day of March, 2023.

ATTEST:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

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

**1st Con 03/06/23
2nd Con 03/20/23
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed North Four Mile Creek Trunk Sewer (PH 2023-25)

EXECUTIVE SUMMARY:

The North Four Mile Creek Trunk Sewer project will extend a 30-inch diameter sanitary sewer west/northwest along NE 54th Street to N. Ankeny Blvd, and then it will continue north along N. Ankeny Blvd. for approximately 1000 lineal feet to the end of the project.

The construction improvements include the installation of approximately 2500 lineal feet of 30-inch sanitary sewer with trenched and trenchless methods, 9 - 60-inch manholes, clearing and grubbing, erosion control, surface restoration, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, March 14, 2023. Two (2) bids were received as follows:

1. J&K Contracting \$2,000,000.00

2. Minger Construction Co., Inc. \$2,476,642.50

The Engineer's Estimate for the project was \$2,524,770.00. The bids ranged from approximately 2% below to 25% below the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. J&K Contracting has completed other projects within the City of Ankeny with the most recent project being the NW 18th Street Project. They have the experience to complete this project.

With Council approval, the late start date is no later than April 17, 2023, and the contractor will have 110 working days to complete the project. It is staff's recommendation to award the project to J&K Contracting.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$2,524,770.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the North Four Mile Creek Trunk Sewer Project.
3. Receive and file the report of bids received on March 14, 2023.
4. Approve Resolution, making award of construction contract to J&K Contracting of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with J&K Contracting in the amount of \$2,000,000.00 will take place at the April 3, 2023 meeting as the contract/bond was not received prior to the deadline.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as March 14, 2023, and setting the public hearing date as March 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION

 adopting plans, specifications, form of contract and estimate of cost \$2,524,770.00; 2) receive and file report of bids received March 14, 2023; and 3) adopt
RESOLUTION making award of construction contract with J&K Contracting in the amount of \$2,000,000.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

WHEREAS, on the 20th day of February, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer; and

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

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

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

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
3-20-23

BID LETTING

10:30 A.M.

MARCH 14, 2023

NORTH FOUR MILE CREEK TRUNK SEWER

The purpose of this meeting is to receive, open and tabulate bids for construction of the North Four Mile Creek Trunk Sewer project in accordance with the Plans and Specifications prepared by Foth.

Don Clark, Municipal Utilities Director

Project Estimate of Cost \$ 2,524,770.⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ☒	J+K Contracting 10703 Justin Dr Urbandale IA 50322	2,000,000 ⁰⁰	☒
2) ☒	Minger Construction Co. Inc 620 Corporate Dr Jordan MN 55352	2,476,642 ⁵⁰	☒
3) ☐			
4) ☐			
5) ☐			
6) ☐			

*Apparent Low Bidder

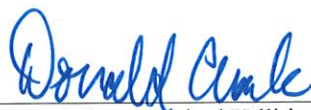
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 20, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Don Clark, Municipal Utilities Director



Tabulation of Bids
Ankeny, IA
North Four Mile Creek Trunk Sewer



Foth Project Number: 22A004.00

Bid Date: Tuesday, March 14, 2023 at 10:30 am					Engineer's Opinion of Cost		J&K Contracting Urbandale, IA		Minger Construction Co. Inc. Jordan, MN	
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE										
2.1	2010-C-1000	CLEARING AND GRUBBING	ACRE	3.7	\$ 2,000.00	\$ 7,400.00	\$ 9,000.00	\$ 33,300.00	\$ 5,000.00	\$ 18,500.00
DIVISION 4 - SEWERS AND DRAINS										
4.1	4010-A-1130	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260	\$ 645.00	\$ 812,700.00	\$ 250.00	\$ 315,000.00	\$ 440.00	\$ 554,400.00
4.2	4010-A-2130	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172	\$ 980.00	\$ 1,148,560.00	\$ 950.00	\$ 1,113,400.00	\$ 1,100.00	\$ 1,289,200.00
4.3	4010-B-2130	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110	\$ 2,000.00	\$ 220,000.00	\$ 2,000.00	\$ 220,000.00	\$ 2,000.00	\$ 220,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER										
6.1	6010-A-1060	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9	\$ 18,000.00	\$ 162,000.00	\$ 14,500.00	\$ 130,500.00	\$ 19,000.00	\$ 171,000.00
6.2	6010-G-1000	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 50,000.00	\$ 50,000.00
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL										
8.1	8030-A-1000	TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING										
9.1	9010-A-1100	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.9	\$ 3,000.00	\$ 8,700.00	\$ 1,500.00	\$ 4,350.00	\$ 1,200.00	\$ 3,480.00
9.2	9010-A-1107	WETLAND SEEDING	ACRE	0.8	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 1,900.00	\$ 1,520.00
9.3	9010-A-1104	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.7	\$ 800.00	\$ 2,960.00	\$ 700.00	\$ 2,590.00	\$ 425.00	\$ 1,572.50
9.4	9010-A-1110	MULCHING, BONDED FIBER MATRIX	ACRE	7.4	\$ 3,000.00	\$ 22,200.00	\$ 5,000.00	\$ 37,000.00	\$ 3,300.00	\$ 24,420.00
9.5	9040-D-1000	FILTER SOCK, INSTALLATION	LF	2,000	\$ 3.00	\$ 6,000.00	\$ 2.00	\$ 4,000.00	\$ 3.10	\$ 6,200.00
9.6	9040-D-3000	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000	\$ 0.25	\$ 500.00	\$ 0.25	\$ 500.00	\$ 0.50	\$ 1,000.00
9.7	9040-N-1000	SILT FENCE, INSTALLATION	LF	3,000	\$ 3.00	\$ 9,000.00	\$ 2.00	\$ 6,000.00	\$ 2.20	\$ 6,600.00
9.8	9040-N-3000	SILT FENCE, REMOVAL OF DEVICE	LF	3,000	\$ 0.25	\$ 750.00	\$ 0.25	\$ 750.00	\$ 0.25	\$ 750.00
9.9	SPECIAL	SURFACE RESTORATION HAUL ROUTES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
DIVISION 11 - MISCELLANEOUS										
11.1	11020-A-1000	MOBILIZATION	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 107,410.00	\$ 107,410.00	\$ 120,000.00	\$ 120,000.00
TOTAL BASE BID (Items 2.1 to 11.1)						\$ 2,524,770.00		\$ 2,000,000.00		\$ 2,476,642.50
					Bid Bond/Check					
					Corrected					

I hereby certify that this is a true and correct tabulation of bids received
 on March 14, 2023 for the North Four Mile Creek Trunk Sewer.
 City of Ankeny , Iowa - Wednesday, March 15, 2023

3/15/2023

Blair A. Spotts, P.E. License No. 26397 Date

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK SEWER", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH FOUR MILE CREEK TRUNK SEWER

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

Section 1. That the following bid for the construction of certain public improvements described in general as the North Four Mile Creek Trunk Sewer, described in the plans and specifications heretofore adopted by this Council on March 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **J&K Contracting** of **Urbandale, Iowa**

Amount of bid: **\$2,000,000.00**

Portion of project: All construction work

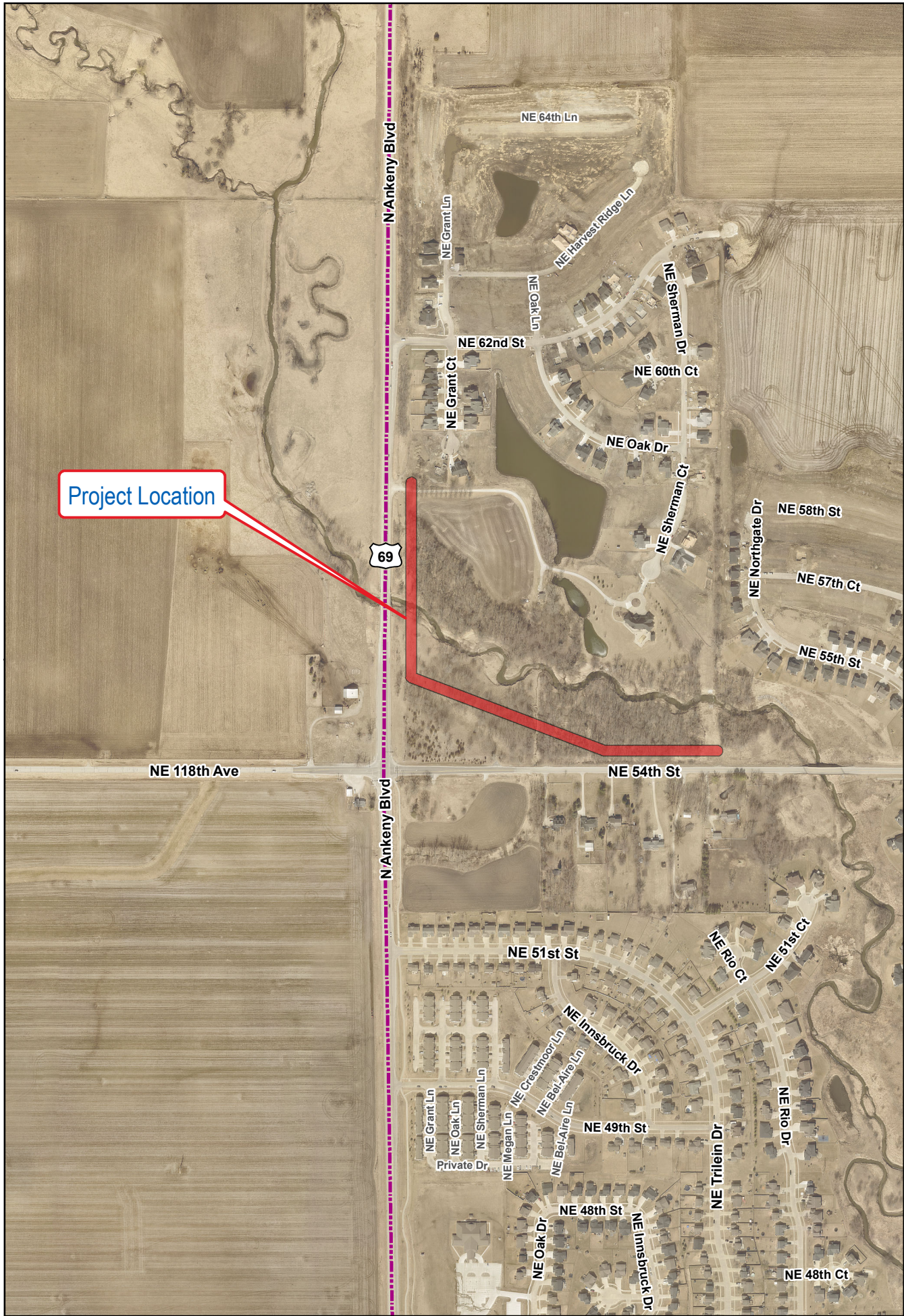
Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



Project Location



North Four Mile Creek Trunk Sewer



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed North Ankeny Boulevard and 18th Street Intersection Improvements (PH 2023-26)

EXECUTIVE SUMMARY:

The N Ankeny Boulevard & 18th Street Intersection Improvements will realign the northbound and southbound medians in US 69/ N Ankeny Boulevard to provide better sightlines for left-turning drivers to see on-coming traffic. The median curb will be repaired and new landscaping areas prepared. On each corner of the intersection, pedestrian pushbuttons and ramps will be reconstructed to meet the standards of the Americans with Disabilities Act (ADA), and the traffic signal will be upgraded to modern and low-voltage equipment. Other associated improvements include textured and colored concrete, raised median beds, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City of Ankeny will furnish the ATC 48VDC traffic signal cabinet with controller, conflict monitor, and accessories, and LED 48VDC signal modules for installation by the Contractor.

The project is partially funded by Iowa Department of Transportation (DOT) through an Urban-State Traffic Engineering Program (U-STEP) grant, with maximum reimbursement of \$200,000.

The bid opening for the project was held on Tuesday, March 14, 2023. Three (3) bids were received as follows:

- | | |
|------------------------------|--------------|
| 1. TK Concrete, Inc., Inc. | \$599,670.00 |
| 2. All Star Concrete, LLC | \$439,624.75 |
| 3. Howrey Construction, Inc. | \$588,551.76 |

The engineer's cost opinion for the project was \$443,792.50. The bids ranged from approximately 2% below to 35% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, and with the Iowa DOT. All Star Concrete, LLC has completed projects of similar nature for the City, including S Ankeny Boulevard & Magazine Road Safety Improvements in 2021, and they have the technical experience to undertake this project. It is recommended that the project be awarded to All Star Concrete, LLC of Johnston, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 5, 2023, and will be required to complete the project no later than August 18, 2023. Work zone traffic control will be closely coordinated with the NW 18th Street Reconstruction - Ash Drive to N Ankeny Boulevard.

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. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$443,792.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the N Ankeny Boulevard & 18th Street Intersection Improvements.
3. Receive and file the report of bids received on March 14, 2023.
4. Approve Resolution, making award of construction contract to All Star Concrete, LLC of Johnston, Iowa.
5. Approve Resolution, approving contract and bonds with All Star Concrete, LLC in the amount of \$439,624.75.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 6, 2023: Construction of the project was initiated by the City Council, and public hearing was set for March 6, 2023.

February 6, 2023: The agreement with the Iowa DOT through U-STEP was approved by City Council.

March 6, 2023: The City Council confirmed postponement of the public hearing to March 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$443,792.50; 2) receive and file report of bids received March 14, 2023; 3) adopt RESOLUTION making award of construction contract with All Star Concrete, LLC in the amount of \$439,624.75; and 4) adopt RESOLUTION approving contract and bonds with All Star Concrete, LLC in the amount of \$439,624.75.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 RES - approving contract
 Location Map
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH
ANKENY BOULEVARD AND 18TH STREET INTERSECTION
IMPROVEMENTS

WHEREAS, on the **6th** day of **March**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the North Ankeny Boulevard and 18th Street Intersection Improvements; and

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

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

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

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
3-20-23

BID LETTING

10:30 A.M.

MARCH 14, 2023

N. ANKENY BLVD & 18TH STREET INTERSECTION IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the N. Ankeny Blvd & 18th Street Intersection Improvements in accordance with the Plans and Specifications prepared by Snyder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 443,792.50

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	TK Concrete Inc 1608 Fifield Rd Pella IA 50219	599670 ⁰⁰	✓
2) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	439624 ⁷⁵	✓
3) ✓	Howrey Construction 316 Austin Street Rockwell City IA 50579	588551 ⁷⁵	✓
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

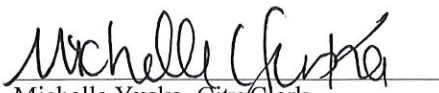
*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 20, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

TABULATION OF BIDS

North Ankeny Boulevard and 18th Street Intersection Improvements

City of Ankeny

Project No.: 120.0315.01

Bid Date/Time:March 14, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		1 ALL STAR CONCRETE, LLC JOHNSTON, IA		2 HOWREY CONSTRUCTION, INC. ROCKWELL CITY, IA		3 TK CONCRETE, INC. PELLA, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK										
2.01	Topsoil, Off-site	CY	65	\$ 30.00	\$ 1,950.00	\$ 45.00	\$ 2,925.00	\$ 44.50	\$ 2,892.50	\$ 100.00	\$ 6,500.00
2.02	Excavation, Class 10, Waste	CY	150	\$ 20.00	\$ 3,000.00	\$ 28.00	\$ 4,200.00	\$ 37.25	\$ 5,587.50	\$ 30.00	\$ 4,500.00
2.03	Subgrade Preparation, 6-inch Depth	SY	575	\$ 10.00	\$ 5,750.00	\$ 7.00	\$ 4,025.00	\$ 12.00	\$ 6,900.00	\$ 5.00	\$ 2,875.00
2.04	Subbase, Modified, 6-inch Depth	SY	575	\$ 20.00	\$ 11,500.00	\$ 12.00	\$ 6,900.00	\$ 31.50	\$ 18,112.50	\$ 20.00	\$ 11,500.00
2.05	Removal of Structure, Retaining Wall	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2.06	Removal of Structure, Brick Medians and Irrigation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,800.00	\$ 3,800.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00
2.07	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,200.00	\$ 4,200.00	\$ 3,900.00	\$ 3,900.00	\$ 2,500.00	\$ 2,500.00
	WATER MAIN AND APPURTENANCES										
5.0	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	334	\$ 50.00	\$ 16,700.00	\$ 105.00	\$ 35,070.00	\$ 110.25	\$ 36,823.50	\$ 150.00	\$ 50,100.00
5.0	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00	\$ 5,040.00	\$ 5,040.00	\$ 6,725.00	\$ 6,725.00
5.0	Valve Box Extension	EA	6	\$ 500.00	\$ 3,000.00	\$ 642.00	\$ 3,852.00	\$ 675.00	\$ 4,050.00	\$ 900.00	\$ 5,400.00
5.0	12-Inch Ground Box	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 530.00	\$ 3,180.00	\$ 555.50	\$ 3,333.00	\$ 750.00	\$ 4,500.00
	STRUCTURES FOR SANITARY AND STORM										
6.01	Manhole Adjustment, Minor	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 2,000.00	\$ 6,000.00	\$ 3,000.00	\$ 9,000.00	\$ 2,750.00	\$ 8,250.00
	STREETS AND RELATED WORK										
7.01	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	572	\$ 100.00	\$ 57,200.00	\$ 92.00	\$ 52,624.00	\$ 155.00	\$ 88,660.00	\$ 125.00	\$ 71,500.00
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	233	\$ 50.00	\$ 11,650.00	\$ 55.00	\$ 12,815.00	\$ 75.00	\$ 17,475.00	\$ 55.00	\$ 12,815.00
7.03	PCC Beam Curb	LF	508	\$ 35.00	\$ 17,780.00	\$ 48.00	\$ 24,384.00	\$ 90.00	\$ 45,720.00	\$ 50.00	\$ 25,400.00
7.04	Concrete Median, 6-inch Depth, PCC, Colored	SY	52	\$ 110.00	\$ 5,720.00	\$ 150.00	\$ 7,800.00	\$ 295.00	\$ 15,340.00	\$ 250.00	\$ 13,000.00
7.05	Removal of Sidewalk	SY	322	\$ 10.00	\$ 3,220.00	\$ 15.00	\$ 4,830.00	\$ 22.50	\$ 7,245.00	\$ 17.50	\$ 5,635.00
7.06	Sidewalk, PCC, 5-inch Depth	SY	58	\$ 100.00	\$ 5,800.00	\$ 70.00	\$ 4,060.00	\$ 163.00	\$ 9,454.00	\$ 85.00	\$ 4,930.00
7.07	Sidewalk, PCC, 6-inch Depth	SY	80	\$ 100.00	\$ 8,000.00	\$ 80.00	\$ 6,400.00	\$ 230.00	\$ 18,400.00	\$ 95.00	\$ 7,600.00
7.08	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	191	\$ 120.00	\$ 22,920.00	\$ 100.00	\$ 19,100.00	\$ 140.00	\$ 26,740.00	\$ 220.00	\$ 42,020.00
7.09	Sidewalk, PCC, 5-inch Depth, Colored and Textured Concrete	SY	257	\$ 160.00	\$ 41,120.00	\$ 125.00	\$ 32,125.00	\$ 141.25	\$ 36,301.25	\$ 270.00	\$ 69,390.00
7.10	Detectable Warning, Galvanized Steel	SF	144	\$ 65.00	\$ 9,360.00	\$ 60.00	\$ 8,640.00	\$ 55.00	\$ 7,920.00	\$ 60.00	\$ 8,640.00
7.11	Pavement Removal	SY	145	\$ 30.00	\$ 4,350.00	\$ 32.00	\$ 4,640.00	\$ 72.00	\$ 10,440.00	\$ 30.00	\$ 4,350.00
7.12	Curb and Gutter Removal	LF	1018	\$ 20.00	\$ 20,360.00	\$ 14.00	\$ 14,252.00	\$ 15.00	\$ 15,270.00	\$ 15.00	\$ 15,270.00
	TRAFFIC CONTROL										
8.01	Traffic Signal Modifications	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 69,734.00	\$ 69,734.00	\$ 71,000.00	\$ 71,000.00	\$ 90,000.00	\$ 90,000.00
8.02	Painted Pavement Markings, Durable	STA	53.25	\$ 150.00	\$ 7,987.50	\$ 195.00	\$ 10,383.75	\$ 262.50	\$ 13,978.13	\$ 260.00	\$ 13,845.00
8.03	Painted Symbols and Legends	EA	6	\$ 200.00	\$ 1,200.00	\$ 150.00	\$ 900.00	\$ 525.00	\$ 3,150.00	\$ 210.00	\$ 1,260.00
8.04	Pavement Markings Removed	STA	27	\$ 200.00	\$ 5,400.00	\$ 100.00	\$ 2,700.00	\$ 157.50	\$ 4,252.50	\$ 150.00	\$ 4,050.00
8.05	Symbols and Legends Removed	EA	2	\$ 250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 210.00	\$ 420.00	\$ 400.00	\$ 800.00
8.06	Grooves Cut for Pavement Markings	STA	53.25	\$ 100.00	\$ 5,325.00	\$ 100.00	\$ 5,325.00	\$ 157.50	\$ 8,386.88	\$ 140.00	\$ 7,455.00
8.07	Grooves Cut for Symbols and Legends	EA	6	\$ 250.00	\$ 1,500.00	\$ 150.00	\$ 900.00	\$ 210.00	\$ 1,260.00	\$ 210.00	\$ 1,260.00
8.08	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 12,700.00	\$ 12,700.00	\$ 25,000.00	\$ 25,000.00	\$ 11,500.00	\$ 11,500.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 315.00	\$ 3,150.00	\$ 200.00	\$ 2,000.00
	SITE WORK AND LANDSCAPING										
9.01	Conventional Seeding and Fertilizing, Type 6	AC	0.2	\$ 7,500.00	\$ 1,500.00	\$ 5,000.00	\$ 1,000.00	\$ 5,500.00	\$ 1,100.00	\$ 15,000.00	\$ 3,000.00
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.2	\$ 5,000.00	\$ 1,000.00	\$ 10,000.00	\$ 2,000.00	\$ 11,000.00	\$ 2,200.00	\$ 15,000.00	\$ 3,000.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 55,750.00	\$ 55,750.00	\$ 42,500.00	\$ 42,500.00	\$ 60,000.00	\$ 60,000.00
11.2	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,750.00	\$ 2,750.00
11.3	Remove and Reinstall of Type 'A' Sign	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 670.00	\$ 2,010.00	\$ 850.00	\$ 2,550.00	\$ 950.00	\$ 2,850.00
TOTAL BID:					\$ 443,792.50	\$ 439,624.75		(1) \$ 588,551.76		\$ 599,670.00	
BID SECURITY:						10%		10%		10%	

Notes

1- Total bid price was incorrectly listed as \$588,551.75. Does not affect bid result.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS", and moved:

- ☒ that the Resolution be adopted.
- ☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the North Ankeny Boulevard and 18th Street Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on March 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$439,624.75

Portion of project: All construction work

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

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE NORTH ANKENY BOULEVARD AND
18TH STREET INTERSECTION IMPROVEMENTS**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the North Ankeny Boulevard and 18th Street Intersection Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **All Star Concrete, LLC** of **Johnston, Iowa**

Amount of bid: **\$439,624.75**

Bond surety: _____

Date of bond: _____

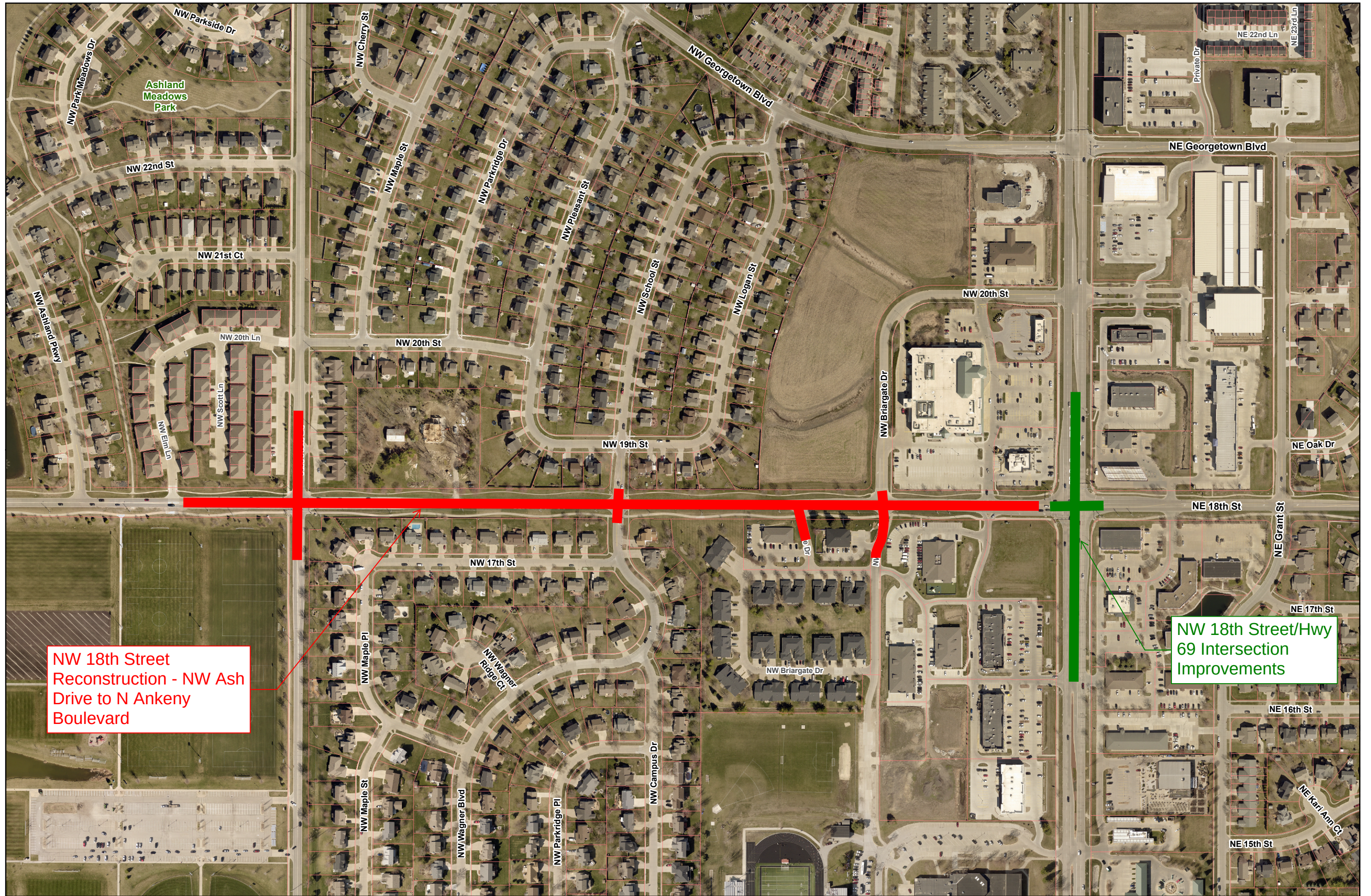
Portion of project: **All construction work**

PASSED AND APPROVED this 20th day of March, 2023.

Mayor

ATTEST:

City Clerk



NW 18th Street
Reconstruction - NW Ash
Drive to N Ankeny
Boulevard

NW 18th Street/Hwy
69 Intersection
Improvements

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of March, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **All Star Concrete, LLC**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the Ankeny Public Services Building. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvement:

NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

The North Ankeny Boulevard and 18th Street Intersection Improvements include widening the northbound and southbound left turn lanes to provide positive offset turn lanes, and sidewalk and ramp reconstruction of all quadrants of the intersection. Other associated improvements include textured and colored concrete, raised median beds, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City will furnish low voltage ATC traffic signal cabinet with controller, conflict monitor, accessories and riser, and 48V LED modules (not heads) for Contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED TWENTY-FOUR AND 75/100 DOLLARS (\$439,624.75)**, which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall fully complete the overall project no later than **August 18, 2023**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

All Star Concrete, LLC
Contractor

By William P. Harger WILLIAM D. HARGER
Signature

Sr. Project Manager
Title

4989 NW Johnston Drive
Street Address

Johnston, IA 50131
City, State, Zip Code

(515) 224-6394
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 2 1 1 - 5 7 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

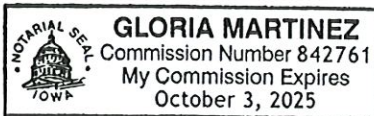
NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 15th day of March, 2023, before me a Notary Public in and for said county, personally appeared William Harger, to me personally known, who being by me duly sworn did say that person is Sr. Project Manager of said All Star Concrete, LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) All Star Concrete, LLC, and that said instrument was signed and sealed on behalf of the said All Star Concrete, LLC, by authority of its managers and the said William Harger acknowledged the execution of said instrument to be the voluntary act and deed of said All Star Concrete, LLC, by it voluntarily executed.



Gloria Martinez
Notary Public in and for the State of Iowa
My commission expires October 3rd, 2025

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, Off-site	CY	65	\$45.00	\$2,925.00
2.02	Excavation, Class 10, Waste	CY	150	\$28.00	\$4,200.00
2.03	Subgrade Preparation, 6-inch Depth	SY	575	\$7.00	\$4,025.00
2.04	Subbase, Modified, 6-inch Depth	SY	575	\$12.00	\$6,900.00
2.05	Removal of Structure, Retaining Wall	LS	1	\$2,500.00	\$2,500.00
2.06	Removal of Structure, Brick Medians and Irrigation	LS	1	\$3,800.00	\$3,800.00
2.07	Compaction Testing	LS	1	\$4,200.00	\$4,200.00
	WATER MAIN AND APPURTENANCES				
5.01	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	334	\$105.00	\$35,070.00
5.02	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	1	\$4,800.00	\$4,800.00
5.03	Valve Box Extension	EA	6	\$642.00	\$3,852.00
5.04	12-Inch Ground Box	EA	6	\$530.00	\$3,180.00
	STRUCTURES FOR SANITARY AND STORM				
6.01	Manhole Adjustment, Minor	EA	3	\$2,000.00	\$6,000.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	572	\$92.00	\$52,624.00
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	233	\$55.00	\$12,815.00
7.03	PCC Beam Curb	LF	508	\$48.00	\$24,384.00
7.04	Concrete Median, 6-inch Depth, PCC, Colored	SY	52	\$150.00	\$7,800.00
7.05	Removal of Sidewalk	SY	322	\$15.00	\$4,830.00
7.06	Sidewalk, PCC, 5-inch Depth	SY	58	\$70.00	\$4,060.00
7.07	Sidewalk, PCC, 6-inch Depth	SY	80	\$80.00	\$6,400.00
7.08	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	191	\$100.00	\$19,100.00

7.09	Sidewalk, PCC, 5-inch Depth, Colored and Textured Concrete	SY	257	\$125.00	\$32,125.00
7.10	Detectable Warning, Galvanized Steel	SF	144	\$60.00	\$8,640.00
7.11	Pavement Removal	SY	145	\$32.00	\$4,640.00
7.12	Curb and Gutter Removal	LF	1,018	\$14.00	\$14,252.00
	TRAFFIC CONTROL				
8.01	Traffic Signal Modifications	LS	1	\$69,734.00	\$69,734.00
8.02	Painted Pavement Markings, Durable	STA	53.25	\$195.00	\$10,383.75
8.03	Painted Symbols and Legends	EA	6	\$150.00	\$900.00
8.04	Pavement Markings Removed	STA	27.00	\$100.00	\$2,700.00
8.05	Symbols and Legends Removed	EA	2	\$200.00	\$400.00
8.06	Grooves Cut for Pavement Markings	STA	53.25	\$100.00	\$5,325.00
8.07	Grooves Cut for Symbols and Legends	EA	6	\$150.00	\$900.00
8.08	Temporary Traffic Control	LS	1	\$12,700.00	\$12,700.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$150.00	\$1,500.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 6	AC	0.2	\$5,000.00	\$1,000.00
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.2	\$10,000.00	\$2,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$55,750.00	\$55,750.00
11.02	Concrete Washout	LS	1	\$1,200.00	\$1,200.00
11.03	Remove and Reinstall of Type 'A' Sign	EA	3	\$670.00	\$2,010.00

TOTAL CONTRACT AMOUNT =

\$ 439,624.75

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, All Star Concrete, LLC, as Principal (hereinafter the “Contractor” or “Principal”) and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED TWENTY-FOUR AND 75/100 DOLLARS DOLLARS (\$439,624.75)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 20th day of March 2023, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

NORTH ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS

The North Ankeny Boulevard and 18th Street Intersection Improvements include widening the northbound and southbound left turn lanes to provide positive offset turn lanes, and sidewalk and ramp reconstruction of all quadrants of the intersection. Other associated improvements include textured and colored concrete, raised median beds, irrigation conduit, pavement markings, traffic signal modifications, traffic control, minimal earthwork, pavement removals, and site restoration.

The City will furnish low voltage ATC traffic signal cabinet with controller, conflict monitor, accessories and riser, and 48V LED modules (not heads) for Contractor installation.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 20th day of March, 2023.

PRINCIPAL:

All Star Concrete, LLC

Contractor

By

Walter D. Morgan

Signature

SR. PROJECT MANAGER

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By

Cindy Bennett

Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

515-223-6800

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.

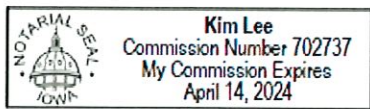
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of March, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): E-MAIL: stritz@holmesmurphy.com ADDRESS:	FAX (A/C, No):
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ZURICH AMER INS CO	16535
		INSURER B: Integrity Insurance Company	14303
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 68088107 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL01122702	03/13/23	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			BAP1122703	03/13/23	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP-5W103055-23-NF	03/13/23	10/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC1122701	03/13/23	10/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: North Ankeny Boulevard and 18th Street Intersection Improvements

Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven J. Puhoff

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ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Issuance of \$15,200,000 General Obligation Bonds, Series 2023

EXECUTIVE SUMMARY:
The pre-levy resolution is required to be approved prior to adoption of the FY 2024 Budget in order that the General Obligation Bonds, Series 2023 debt service payments can be included in the budget.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommend proposed issuance of \$15,200,000 General Obligation Bonds, Series 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the issuance of \$15,200,000 General Obligation Bonds, Series 2023, and levying a tax for the payment thereof.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$15,200,000 GENERAL OBLIGATION BONDS, SERIES 2023, AND LEVYING A TAX FOR THE PAYMENT 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 AUTHORIZING THE ISSUANCE OF \$15,200,000 GENERAL OBLIGATION BONDS, SERIES 2023, AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the City of Ankeny, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as

the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems; the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project (the "Project"), and it is deemed necessary and advisable that General Obligation Bonds, Series 2023, in the amount of \$15,200,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Bonds.

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

Section 1. Authorization of the Issuance. General Obligation Bonds, Series 2023, in the amount of \$15,200,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.25, 384.26 and 384.28 for the purposes covered by the hearing.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Ankeny, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$4,322,777.08	2023/2024
\$2,475,837.50	2024/2025
\$1,516,587.50	2025/2026
\$1,515,587.50	2026/2027
\$1,512,087.50	2027/2028
\$1,511,087.50	2028/2029
\$1,512,337.50	2029/2030
\$1,515,587.50	2030/2031
\$1,515,587.50	2031/2032
\$1,513,925.00	2032/2033

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Bonds to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Polk, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.

PASSED AND APPROVED this 20th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Proposed Amendment of Current Budget for Fiscal Year Ending June 30, 2023 (PH 2023-27)

EXECUTIVE SUMMARY:
The FY 2023 budget amendment includes the following changes:

- Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes.
- Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

FISCAL IMPACT: **Yes**
Overall, the budget amendment includes the use of an additional \$13,894,596 in ending fund balance at June 30, 2023.

CITY MANAGER'S RECOMMENDATIONS:

Recommend proposed amendment of current budget for fiscal year ending June 30, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Notice of public hearing was published in the Des Moines Register on March 10, 2023.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION amending the current budget for fiscal year ending June 30, 2023.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2023 - AMENDMENT # 1

To the Auditor of POLK County, Iowa:

The City Council of ANKENY in said County/Counties met on 03/20/2023 05:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2023-129

A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2023

(AS LAST CERTIFIED OR AMENDED ON 03/21/2022)

Be it Resolved by the Council of City of ANKENY

Section 1. Following notice published/posted 03/10/2023 and the public hearing held 03/20/2023 05:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	45,079,675	0	45,079,675
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	45,079,675	0	45,079,675
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	10,221,657	-319,515	9,902,142
Other City Taxes	6	3,308,624	596,000	3,904,624
Licenses & Permits	7	2,348,600	-90,100	2,258,500
Use of Money & Property	8	577,257	2,763,473	3,340,730
Intergovernmental	9	12,587,816	913,586	13,501,402
Charges for Service	10	45,133,806	1,042,031	46,175,837
Special Assessments	11	0	277,158	277,158
Miscellaneous	12	4,439,466	1,204,277	5,643,743
Other Financing Sources	13	25,378,885	10,773,566	36,152,451
Transfers In	14	13,968,506	4,056,253	18,024,759
Total Revenues & Other Sources	15	163,044,292	21,216,729	184,261,021
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	27,033,516	1,412,849	28,446,365
Public Works	17	8,164,316	710,619	8,874,935
Health and Social Services	18	0	0	0
Culture and Recreation	19	9,929,033	933,069	10,862,102
Community and Economic Development	20	5,299,936	-31,743	5,268,193
General Government	21	5,335,829	-419,667	4,916,162
Debt Service	22	24,277,332	-71,846	24,205,486
Capital Projects	23	25,152,561	20,592,840	45,745,401
Total Government Activities Expenditures	24	105,192,523	23,126,121	128,318,644
Business Type/Enterprise	25	52,779,898	7,928,951	60,708,849
Total Gov Activities & Business Expenditures	26	157,972,421	31,055,072	189,027,493
Transfers Out	27	13,968,506	4,056,253	18,024,759
Total Expenditures/Transfers Out	28	171,940,927	35,111,325	207,052,252
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,896,635	-13,894,596	-22,791,231
Beginning Fund Balance July 1, 2022	30	125,323,248	24,423,194	149,746,442
Ending Fund Balance June 30, 2023	31	116,426,613	10,528,598	126,955,211

Explanation of Changes: Amended revenues include increases in hotel/motel taxes, interest income, capital grants, water usage fees and the timing of proceeds from the issuance of Water SRF Notes. Amended expenditures include increases related to inflation (e.g. costs of goods and services), hotel/motel tax commitments, public safety overtime, vehicle repairs and maintenance and the timing of capital projects.

03/20/2023

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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:
No Review Required

SUBJECT:
Amended FY 2023 Fund Transfers

EXECUTIVE SUMMARY:
Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution. The City approves fund transfers in the adoption of the annual budget and subsequent budget amendments. Fund transfers were approved as a part of the FY 2023 Budget adopted on March 21, 2022 and amended on March 20, 2023.

The fiscal year 2023 fund transfers resolution is being amended due to the FY 2023 Budget Amendment adopted on March 20, 2023, in order to maintain compliance with the Administrative Rules Code 545-2.5.

FISCAL IMPACT: **No**
None, as these transfers were approved as part of the adoption of the annual budget and subsequent budget amendment.

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution approving amendment to fiscal year 2023 fund transfers.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION approving amendment to fiscal year 2023 fund transfers.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Exhibit A

RESOLUTION

A RESOLUTION APPROVING AMENDMENT TO FISCAL YEAR 2023 FUND TRANSFERS

WHEREAS, the City of Ankeny, Iowa approves fund transfers in the adoption of the annual budget and subsequent budget amendments, and

WHEREAS, the City Council approved fund transfers as part of the FY 2023 Budget adopted on March 21, 2022 and FY 2023 Budget Amendment adopted on March 20, 2023, and

WHEREAS, Administrative Rules Code 545-2.5 requires all transfers of funds from one budgeted fund to another budgeted fund be approved by resolution, and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that fund transfers are hereby approved by resolution as outlined in Exhibit A.

Passed and approved the 20th day of March, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Exhibit A

Amended FY 2023 Fund Transfers

Transfer Out	Fund	Transfer In	Fund	Amount	Purpose
General Fund	100	Hotel/Motel Tax Fund	233	\$ 1,924,000	To account for hotel/motel tax revenues and their subsequent disbursement
General Fund	100	Debt Service Fund	300	88,850	G.O. Bond Debt Service Abatement
Hotel/Motel Tax Fund	233	General Fund	100	20,000	Beats and Eats
Hotel/Motel Tax Fund	233	General Fund	100	205,000	Prairie Ridge Sports Complex O&M
Hotel/Motel Tax Fund	233	General Fund	100	55,000	Summerfest
Hotel/Motel Tax Fund	233	Capital Projects Fund	990	300,000	High Trestle Trail Experience Park
Road Use Tax Fund	260	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Road Use Tax Fund	260	Capital Projects Fund	907	50,000	Public Works Satellite Salt Storage Facility
Road Use Tax Fund	260	Capital Projects Fund	916	1,450,000	Annual Street Replacement Program
Road Use Tax Fund	260	Capital Projects Fund	936	325,000	Annual Sidewalk/Trail Construction Program
Road Use Tax Fund	260	Capital Projects Fund	946	50,000	Interstate 35 and SE Corporate Woods Drive Interchange Justification Report
Road Use Tax Fund	260	Capital Projects Fund	965	400,000	Annual Traffic Signal Improvement Program
Tax Increment Financing Fund	280	Debt Service Fund	300	7,221,702	G.O. Bond Debt Service Abatement
Landfill Postclosure Fund	295	Solid Waste Fund	500	9,000	John Deere Des Moines Works' share of maintenance activities at the remediated landfill
Park Dedication Fund	440	Capital Projects Fund	973	80,000	Annual Park Development Program
Civic Trust Fund	484	Capital Projects Fund	897	2,490,000	Des Moines Street Parks Development
Civic Trust Fund	484	Capital Projects Fund	933	125,000	Cherry Glen Ballfield
Water Fund	510	General Fund	100	400,000	Administrative Costs
Water Fund	510	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Water Fund	510	Capital Projects Fund	992	40,786	NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard
Sewer Fund	550	General Fund	100	400,000	Administrative Costs
Sewer Fund	550	Debt Service Fund	300	87,583	G.O. Bond Debt Service Abatement
Storm Water Fund	580	Debt Service Fund	300	1,585,141	G.O. Bond Debt Service Abatement
Special Assessments Fund	823	Capital Projects Fund	979	255,000	NE Delaware Avenue Reconstruction - NE 5th Street to NE 18th Street
Capital Projects Fund	900	Water Fund	611	5,931	Northwest Water Tower
Capital Projects Fund	997	General Fund	100	281,600	Replace diamond brite pool surface - Prairie Ridge Aquatic Center
Total:				<u>\$ 18,024,759</u>	



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024
Set Public Hearing Date

EXECUTIVE SUMMARY:
The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommends setting public hearing on the proposed adoption of budget and certification of city taxes for fiscal year July 1, 2023 - June 30, 2024

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A public information meeting was held on March 9, 2023.

ACTION REQUESTED:

Action: Consider motion to set a public hearing on the Adoption of Budget and Certification of City Taxes for Fiscal Year July 1, 2023 - June 30, 2024 and direct City Clerk to publish notice of such hearing (date of hrg: 4/03/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: ANKENY

The City Council will conduct a public hearing on the proposed Budget at: Ankeny Kirkendall Public Library - Council Chambers Meeting Date: 4/3/2023 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	9.90000
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The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375
--	---------

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 965-6400

City Clerk/Finance Officer's NAME
Jennifer Sease

		Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources				
Taxes Levied on Property	1	47,164,752	45,079,675	42,223,372
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	47,164,752	45,079,675	42,223,372
Delinquent Property Taxes	4	0	0	-3,375
TIF Revenues	5	10,338,833	9,902,142	9,119,331
Other City Taxes	6	3,955,747	3,904,624	3,705,233
Licenses & Permits	7	1,798,500	2,258,500	2,917,976
Use of Money and Property	8	3,761,559	3,340,730	963,974
Intergovernmental	9	16,781,187	13,501,402	20,253,678
Charges for Fees & Service	10	47,889,146	46,175,837	45,753,395
Special Assessments	11	0	277,158	0
Miscellaneous	12	3,860,663	5,643,743	4,413,064
Other Financing Sources	13	23,220,000	36,152,451	36,273,039
Transfers In	14	13,912,453	18,024,759	14,396,046
Total Revenues and Other Sources	15	172,682,840	184,261,021	180,015,733
Expenditures & Other Financing Uses				
Public Safety	16	29,943,122	28,446,365	23,387,798
Public Works	17	9,048,510	8,874,935	6,946,820
Health and Social Services	18	0	0	822
Culture and Recreation	19	11,087,567	10,862,102	8,459,148
Community and Economic Development	20	5,472,145	5,268,193	4,275,256
General Government	21	5,528,849	4,916,162	4,388,448
Debt Service	22	25,028,489	24,205,486	38,022,650
Capital Projects	23	30,775,398	45,745,401	23,595,037
Total Government Activities Expenditures	24	116,884,080	128,318,644	109,075,979
Business Type / Enterprises	25	64,160,415	60,708,849	44,523,410
Total ALL Expenditures	26	181,044,495	189,027,493	153,599,389
Transfers Out	27	13,912,453	18,024,759	14,396,046
Total ALL Expenditures/Transfers Out	28	194,956,948	207,052,252	167,995,435
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-22,274,108	-22,791,231	12,020,298
Beginning Fund Balance July 1	30	126,955,211	149,746,442	137,726,144
Ending Fund Balance June 30	31	104,681,103	126,955,211	149,746,442



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NW Irvinedale Drive & NW 18th Street Intersection Improvements

Professional Services Agreement with HR Green, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with HR Green, Inc. for the traffic engineering and survey services needed for the NW Irvinedale Drive & NW 18th Street Intersection Improvements.

Residential growth in the northwest area of the City has contributed to an over-capacity condition at the project intersection. The 2023-2027 Capital Improvement Program (CIP) includes a concept traffic study in 2023 to develop two alternatives - a signalized intersection and a roundabout intersection - and assist the City to select a recommended concept to move forward with design in 2024 and construction in 2025.

HR Green, Inc. has completed other traffic engineering studies for the City, including the 2022 Elementary School Walkability Study. The scope of the traffic engineering and survey services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total not-to-exceed fee for these services is \$107,920.00.

It is recommended that the City Council approve the Professional Services Agreement with HR Green, Inc.

FISCAL IMPACT: No

The overall project is included in the City of Ankeny's 2023-2027 Capital Improvement Program for study in 2023, design in 2024 and construction in 2025.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with HR Green, Inc. for the traffic engineering and survey services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements in an amount not to exceed \$107,920.00 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with HR Green, Inc. for the traffic engineering and survey services for the NW Irvinedale Drive & NW 18th Street Intersection Improvements in an amount not to exceed \$107,920.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Agreement



PROFESSIONAL SERVICES AGREEMENT

For

**NW Irvinedale Drive and NW 18th Street
Intersection Improvements**

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

Brian Willham, PE, PTOE, PTP, Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
319-841-4481
HR Green Project Number 220196

March 14, 2023

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6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS
EXHIBIT A	CITY OF ANKENY INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES
EXHIBIT B	HR GREEN BILLING RATE SCHEDULE (EFFECTIVE JANUARY 1, 2023)
EXHIBIT C	CITY OF ANKENY 2023 CIP EXHIBIT – NW IRVINEDALE DRIVE AND NW 18 TH STREET
EXHIBIT D	PROJECT SURVEY LIMITS – NW IRVINEDALE DRIVE AND NW 18 TH STREET



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

1.0 Project Understanding

1.1 General Understanding

This project will include a traffic and life-cycle cost analysis and alternative feasibility study for the upcoming reconstruction of the NW Irvinedale Drive and NW 18th Street intersection. Alternatives that will be studied for comparison include a 4-leg signalized intersection and a 4-leg roundabout intersection. Concept drawings and opinions of probable construction and on-going maintenance costs will be developed for each alternative and a preferred alternative will be developed for inclusion into the City of Ankeny Capital Improvement Program (CIP) in early September 2023. A topographic and boundary survey will be completed as soon as possible following 2022/2023 Winter conditions for the project area to accommodate streamlined design phases. Preliminary design (not included in this agreement) is scheduled to commence during the winter of 2023 if so desired by the CLIENT.

2.0 Scope of Services

The CLIENT agrees to employ the COMPANY to perform the following services:

Phase 1.0 – Project Management and Administration
Phase 2.0 – Traffic Analysis
Phase 3.0 – Concept Design
Phase 4.0 – Surveying and Mapping

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

2.1 Phase 1.0 – Project Management and Administration

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

2.1.1 Administration and Controls

The project manager for the COMPANY will be responsible for general coordination with the CLIENT regarding project activities, meetings, invoicing, and deliverables. This task includes development and execution of a project work plan.

2.1.2 Progress Reporting and Invoicing

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

2.1.3 Communications and Meetings

Participate in bi-weekly phone and email correspondence with the CLIENT for the six-month project duration.

This task includes three (3) project progress meetings with the CLIENT. One (1) meeting to discuss the draft traffic analysis, one (1) meeting to discuss the draft concepts, and one (1) meeting to select a preferred alternative and discuss final concept/traffic report considerations. Meetings will involve two (2) representatives of the COMPANY, to be held at either CLIENT's location, or hosted by the COMPANY online. The COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Traffic Analysis

The COMPANY will perform the following traffic analysis services to deliver the project.

2.2.1 Data Collection

The COMPANY will complete a field review at the study location and observe traffic operations during typical morning, afternoon, and evening peak periods during a typical school attendance day. The COMPANY will have two (2) representatives on-site.

Traffic Counts

The CLIENT will provide available historic traffic count information from prior traffic studies completed at or near the project location. The CLIENT will collect current turning movement traffic counts at the study intersection and provide to the COMPANY.

Crash Data

Historic crash data will be obtained from Iowa DOT's Iowa Crash Analysis Tool (ICAT). The most recent five-years of available data will be queried (assumed to be 2018 – 2022). Iowa DOT Potential for Crash Reduction information will be obtained from the Iowa DOT on-line portal.

Future Land Use

Future lane usage near the study location will be obtained from the City of Ankeny Future Land Use map as well as recent traffic studies completed at or near the study location (provided by the CLIENT).

2.2.2 Traffic Capacity & Safety Analysis

The COMPANY will complete the following analyses:

Traffic Volume Forecasts

Future daily and peak-hour turning movement traffic volumes will be forecasted for the Opening Year (2025) and Design Year (2045) of the infrastructure improvements. Future traffic volumes will consider current and anticipated developments in the vicinity of the project location in addition to an annual growth rate based on population estimates for the City of Ankeny. Peak hours will include morning, afternoon (school peak), and evening periods.

Capacity Analysis

The COMPANY will develop traffic operations models using Synchro/SimTraffic software for signalized operations and SIDRA software for roundabout operations for the time periods described above. The operational analysis will be based on a 4-leg signalized intersection and a 4-leg roundabout intersection. Measures of effectiveness used to evaluate intersection operations will include Level of Service (LOS), average delay, and queue length. The capacity analysis will be performed to satisfy the requirements presented in the City of Ankeny Traffic Impact Study Requirements for Proposed Developments.

Safety Analysis

The COMPANY will use Highway Safety Manual methodologies to evaluate and assess safety countermeasures to inform recommendations for intersection configurations and treatments to address safety issues. The COMPANY will utilize the Iowa DOT's Potential for Crash Reduction information and methodologies in the Iowa DOT Safety Analysis Guide, including comparisons of crash modification factors for the alternative intersection types, to aid in potential safety recommendations.

2.2.3 Life Cycle Analysis

The COMPANY will complete a life-cycle analysis to compare life cycle costs for the 4-leg signalized intersection and 4-leg roundabout intersection alternatives. The life-cycle cost analysis will include costs for initial infrastructure improvements, safety (crashes), travel time, and on-going maintenance.

2.3 Phase 3.0 – Concept Design (30%)

The COMPANY will perform conceptual design services including the preparation of concepts depicting the proposed improvements for a 4-leg signalized intersection alternative and a 4-leg roundabout intersection alternative. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.3.1 Design Criteria and Constraints

Develop project design criteria based on SUDAS, National Cooperative Highway Research Program (NCHRP) Report 672 – Roundabouts: An Informational Guide; Guide for the Planning, Design, and Operation of Pedestrian Facilities; and other applicable sources with input from the CLIENT. Identify constraints applicable to the project and consistent with the goals of the project. The following will be performed to document design criteria and constraints in a Project Design Criteria Memo:

- Site visit to observe physical characteristics of the project location
- Verify functional classification, design type, design vehicle, and design speed
- Determine extents of turn lane, median, curb return, and pedestrian facilities improvements
- Provisions for pedestrians with regards to pedestrian push button accessibility, sidewalk and curb ramp vertical elevations as required by PROWAG
- Identify constraints such as utilities, right-of-way, trees, private infrastructure, drainage-related elements, sight distance, etc. that will influence the design

2.3.2 Alternative Development

Develop the geometric layout for two (2) intersection alternatives based on Exhibit C coupled with results of the analysis. Intersection geometric (horizontal and vertical) and pedestrian facility designs will consider right-of-way restrictions, location of storm sewer intakes, existing utility locations, and other constraints (e.g., adjacent storm water detention and conveyance features) based on site visits, aerial imagery, and Polk County GIS property data.

Alternative A - Signalized

The 4-leg signalized intersection alternative will include a concept traffic signal layout. The proposed signal cabinet, poles, handholes, vehicular and pedestrian signal heads, and associated equipment will be included in the concept plan. Intersection returns will be evaluated to accommodate the design vehicle identified during **2.3.1 Design Criteria and Constraints**. An exhibit will be prepared with geometrics, right-of-way needs, and design vehicle turning movements and provided to the CLIENT for approval.

Alternative B - Roundabout

The 4-leg roundabout intersection alternative will include concept geometric design to review optimal entrance deflection angles, edge of roadway / circulating path linework, splitter island and traversable apron(s) layout, sight distance analysis, upstream and downstream operations, and fastest path speed control elements. Roundabout geometry will be evaluated to accommodate the design vehicle identified during **2.3.1 Design Criteria and Constraints**. An exhibit will be prepared with geometrics, right-of-way needs, and design vehicle movements and provided to the CLIENT for approval.

2.3.3 Opinion of Probable Construction Cost

The COMPANY will identify quantities and bid items for major work items using the standard bid items provided by SUDAS for the two intersection alternatives. The COMPANY will prepare a preliminary Opinion of Probable Cost (OPC) for the two alternatives for use in the life-cycle cost analysis. The OPC will be based on concept level estimated quantities for major construction items (e.g. removals, pavement, sidewalk, pedestrian ramps, traffic signals, streetlights, fiber optic infrastructure, design and engineering, right-of-way, etc.) and include 20% contingency for unquantified items and inflation.

2.3.4 Preferred Alternative

Following the selection of a preferred alternative by the CLIENT, the preferred concept alternative will be finalized and presented on plan sheets as part of the final documentation of the study.

2.4 Phase 4.0 – Surveying and Mapping

The COMPANY will perform survey and mapping services for the project. Survey will include visible features within existing right-of-way and 10 feet beyond the existing right-of-way to understand the terrain and existing features adjacent to existing roadway



project limits. COMPANY shall provide survey generally described below and identified in EXHIBIT D.

- Along NW 18th Street from approximately 525 feet west of the NW Irvinedale Drive intersection to approximately 550 feet east of the NW Irvinedale Drive intersection. (Total length approximately 1,075 feet). Total cross section width is approximately 125 feet.
- Along NW Irvinedale Drive from the center of the NW 15th Street intersection to the center of the NW Trestle Point Drive intersection (Total length approximately 1,675 feet). Total cross section width is approximately 125 feet.

2.4.1 Surveying

Right-of-Way and Parcel Mapping and Research

The COMPANY will prepare a Bentley MicroStation CAD file with parcel lines based on publicly available GIS mapping. Parcel owner names will be obtained from Polk County public records and added to the CAD file for the purposes of plan preparation. COMPANY will recover existing right of way evidence for approximately 1,075 feet of NW 18th Street and 1,675 feet of NW Irvinedale Road as defined above. COMPANY will calculate the existing right of way as shown on the provided right of way documents, and recorded plats per Polk County records to include on the base map. Re-setting of disturbed right-of-way monuments can be included in future agreements, as necessary.

Right-of-Entry

Right-of-Entry is anticipated for adjacent parcels. Survey activities on private property are required. Right-of-entry will be coordinated and acquired via a letter drafted by the COMPANY and signed and mailed by the CLIENT.

Ground Control

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

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area. Obtain section corner information from Polk County. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.
- *Vertical Control* – Locate existing benchmarks established along roadways within the project area. Existing benchmark and datum information will be provided by CLIENT. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

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

- Locate visible topographic features within the project limits. These items include trees, shrubs, fences, parking lots, retaining walls, signs, mail boxes, ground break lines, etc.
- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).
- Locate visible storm sewer intakes, storm sewer manholes, driveway pipes, roadway cross culverts, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles, and cabinets.

Utility Survey

Perform One-Call Design Information and Design Locates requests. Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, cable television pedestals, light poles and luminaires, valves, utility accesses and vaults, etc.) and flags and marks by utility owners.

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

Field Books

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

- Identification of pipe sizes, shapes, flow lines, and materials.
- Location of casting(s) in relation to center of structure or walls.
- "Assessment of Condition" ("Good" / "Fair" / "Poor") for the structure and visible portions of connecting pipes, including identification of structure materials (e.g. concrete block, cast-in-place concrete, corrugated metal pipe, brick, etc.)
- Structure type identification (e.g. specific SW series (DOT/SUDAS)), if possible.



2.4.2 Mapping

Base Mapping and Digital Terrain Modeling

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

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic, boundary, and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by the Iowa One-Call system in the field in coordination with maps obtained from utility companies.
- *Digital Terrain Model* – Create a DTM to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

3.0 Deliverables and Schedules Included in this Agreement

3.1 Schedule

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

- | | |
|---|--------------------|
| • Notice-to-Proceed | March 20, 2023 |
| • Topo / Boundary Survey ¹ | NTP-May |
| • Traffic Assumptions Memo to CLIENT | April 21, 2023 |
| • CLIENT comments on Assumptions Memo | April 28, 2023 |
| • Draft Traffic Analysis (with models) | June 2, 2023 |
| • CLIENT comments on Draft Traffic Analysis | June 20, 2023 |
| • Draft Concept Alternatives | July 11, 2023 |
| • CLIENT comments on Draft Concepts | July 28, 2023 |
| • Draft Final Concept (Preferred Alternative) | September 1, 2023 |
| • CLIENT comments on Draft Final Concept | September 22, 2023 |
| • Final Documents ² | October 6, 2023 |

¹ Work will commence upon optimal weather conditions and project scheduling

² September 8 is preferred target for the CLIENT's budgeting purposes, advance schedule accordingly where possible

3.2 Deliverables

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

- Traffic Study Assumptions Memo (in PDF format)
- Draft and Final Technical Report (in PDF format)
- Project Design Criteria Memo

- Exhibits for geometrics, right-of-way, and design vehicle intersection turning movements and roundabout movements.
- Scroll Plot layouts for draft concept design alternatives (in PDF format)
- Concept level OPC for two intersection alternatives (in PDF format)
 - Includes design and construction engineering, right-of-way and easements, and lighting
- Preferred Alternative Concept Design (30%) Plan Sheets (in PDF and CADD format)
- Synchro and SIDRA traffic modeling files
- Tabular text file of existing infrastructure collected during the topographic survey for the project, containing XYZ data in NAD83 / Iowa South and NAVD88 coordinates.

4.0 Items not included in Agreement/Supplemental Services

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

- Preliminary and Final intersection / roadway design
- Vertical roadway / cross section design elements
- Construction documents
- Construction observation and administration services
- Construction survey and staking
- Traffic data collection
- Drainage analysis and storm sewer design
- Sanitary sewer or water line layout and design
- Street lighting design and photometric analysis
- Individual property owner coordination
- Special Assessment cost analysis and documentation
- Right-of-way and easement exhibits
- Land acquisition services

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

5.0 Services by Others

None

6.0 Client Responsibilities

The COMPANY will rely on CLIENT for the following items:

- Provide existing turning movement traffic count data for study intersection
- Provide existing benchmark and datum information
- Provide related plan sets and/or traffic studies within the vicinity of the project
- Provide approval of proposed design vehicle, turning, and roundabout movements; roadway, pedestrian, and traffic signal layouts



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

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

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of \$107,920 summed as follows:

• Phase 1.0 – Project Management and Administration	\$ 12,080
• Phase 2.0 – Traffic Analysis	\$ 23,200
• Phase 3.0 – Concept Design	\$ 51,500
• Phase 4.0 – Surveying and Mapping	\$ 21,140

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



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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



8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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



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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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

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

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

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

8.24 Certificate of Merit

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

8.25 Indemnification

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

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

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

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal



entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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

Sincerely,

HR GREEN, INC.

Approved by:

Printed/Typed Name:

David R. Dougherty

Title: Principal

Date:

March 14, 2023

City of Ankeny

Accepted by:

Printed/Typed Name:

Mark E. Holm

Title: Mayor

Date:

City of Ankeny

ATTEST:

Printed/Typed Name:

Michelle Yuska

Title: City Clerk

Date:

City of Ankeny Insurance Requirements for Professional Services

1. HR Green, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.
6. All required endorsements to various policies shall be attached to Certificate of Insurance.
7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.
9. Whenever an ISO form is referenced the current edition of the form must be used.
10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.
11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

- a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$500,000
Each Employee-Disease	\$500,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.
5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



HR GREEN
Billing Rate Schedule
Effective January 1, 2023

Professional Services	Billing Rate Range
Principal	\$215- \$350
Senior Professional	\$210- \$320
Professional	\$150- \$220
Junior Professional	\$100- \$150
Senior Technician	\$135- \$175
Technician	\$80- \$140
Senior Field Personnel	\$155- \$225
Field Personnel	\$90- \$170
Junior Field Personnel	\$95- \$145
Administrative Coordinator	\$75-\$125
Administrative	\$75- \$110
Corporate Admin	\$95- \$150
Operators/Interns	\$70- \$125

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 charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost.
4. All other direct expenses will be invoiced at cost.

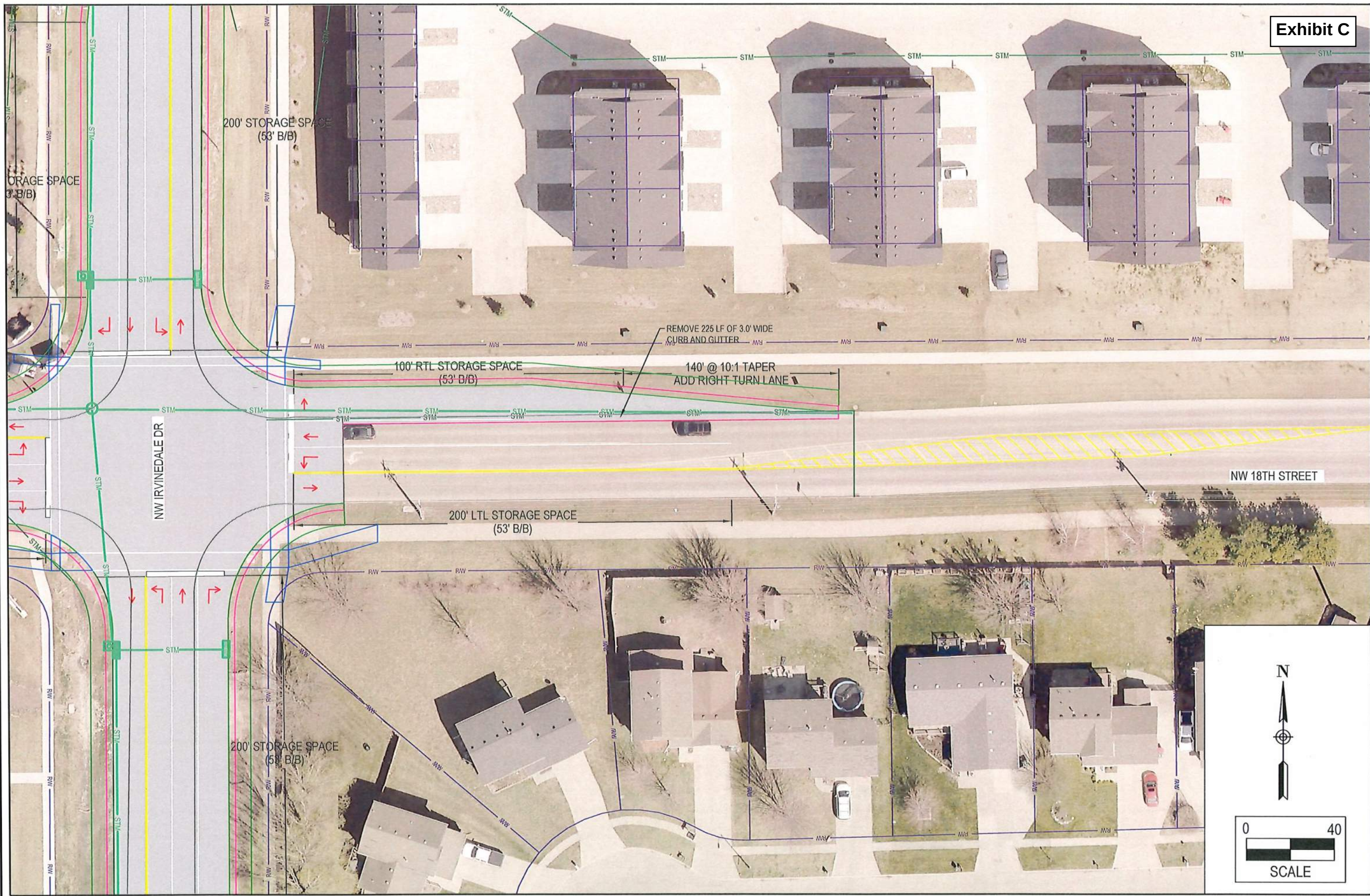


Exhibit C

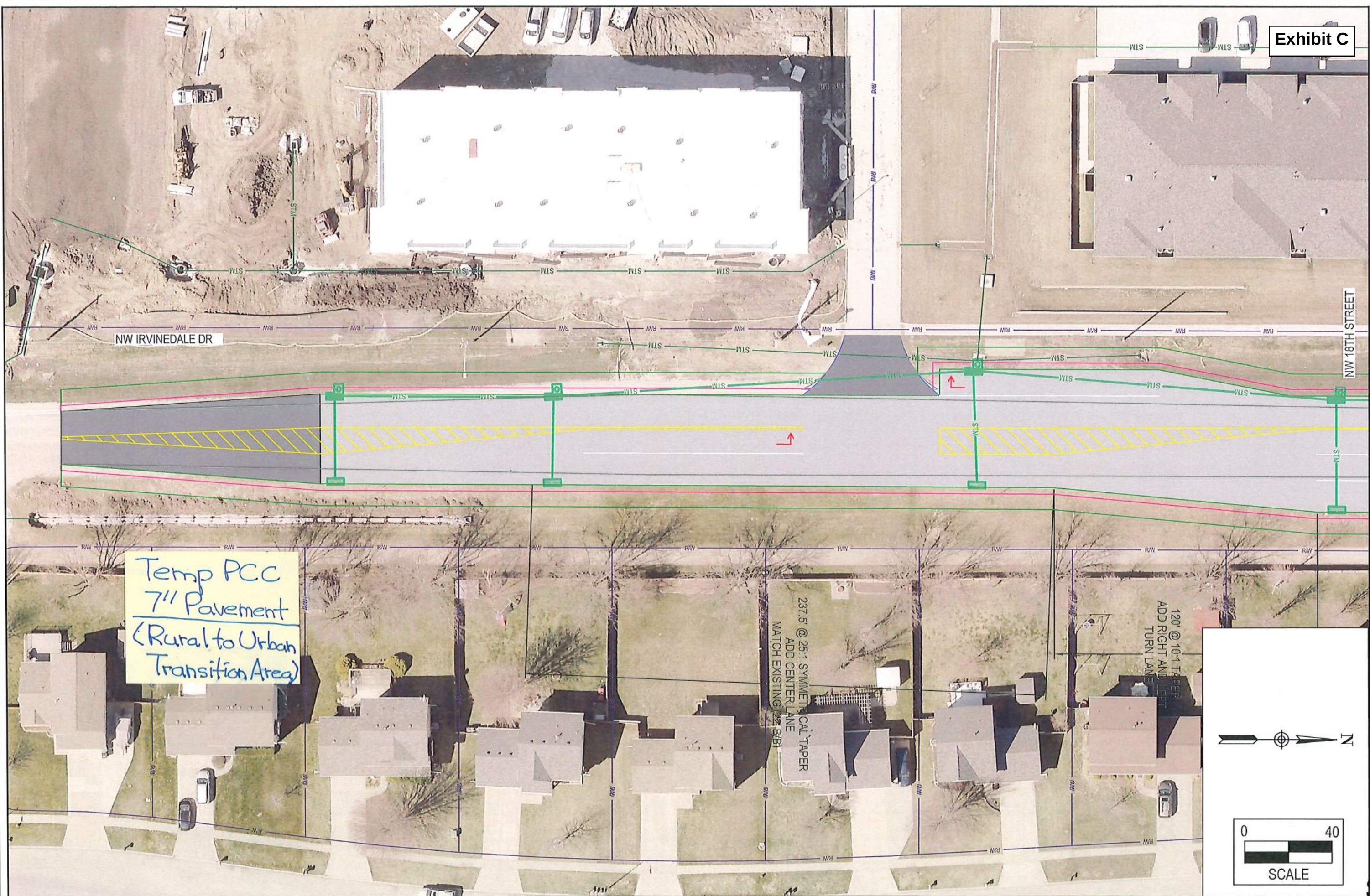


Exhibit C

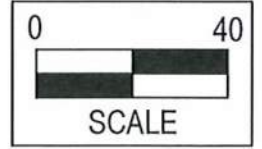
NW IRVINEDALE DR

NW 18TH STREET

Temp PCC
7" Pavement
(Rural to Urban
Transition Area)

237.5' @ 25:1 SYMMETRICAL TAPER
ADD CENTER LANE
MATCH EXISTING (22' BBI)

120' @ 10:1 TAPER
ADD RIGHT AND LEFT
TURN LANE



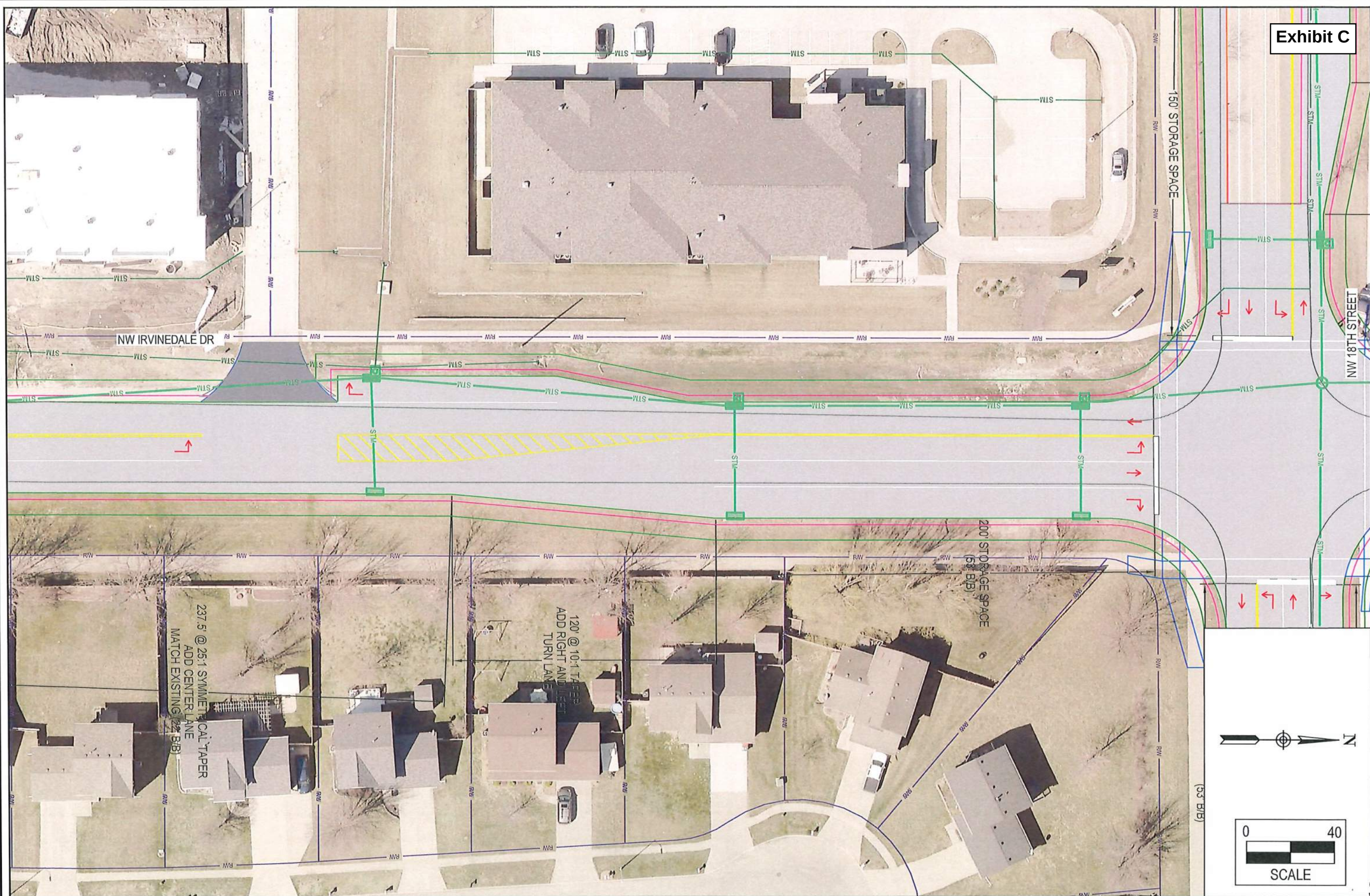
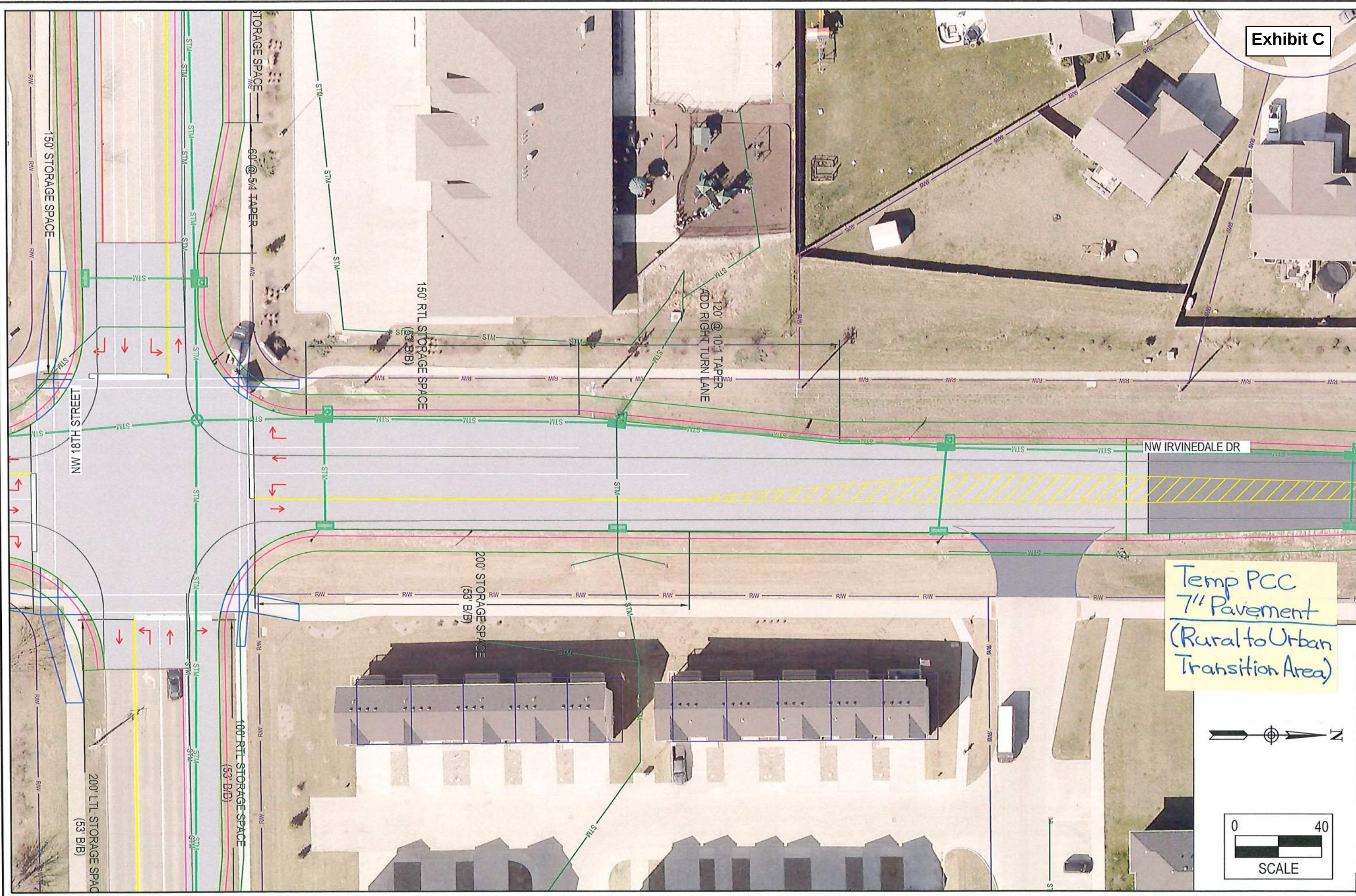
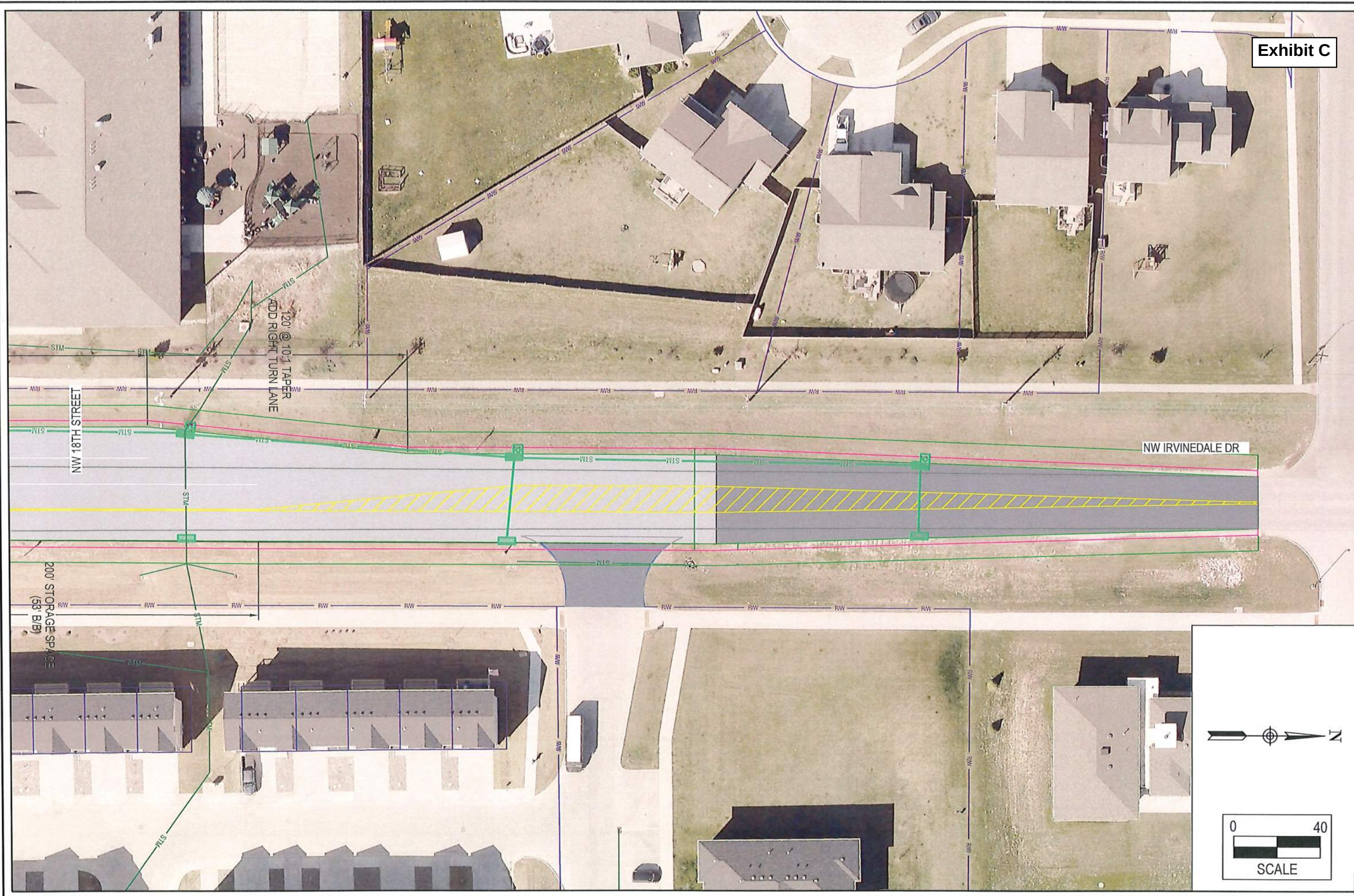


Exhibit C







**PROJECT SURVEY LIMITS –
NW IRVINEDALE DRIVE AND NW 18TH STREET**



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NE 36th Street and NE 38th Street Water Main

Professional Services Agreement with Fox Strand

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Fox Strand, for design engineering and bidding phase services needed for the NE 36th Street and NE 38th Street Water Main Project.

This project will include the design of approximately 11,500 lineal feet of 16-inch water main along the north side of NE 36th Street and the west side of NE 38th Street, providing a loop of water main on the east side of Interstate 35. It will connect the existing 16-inch water main located just west of the intersection of NE 36th Street and NE Four Mile Drive to the water main located at the intersection of NE 18th Street and NE 38th Street.

FISCAL IMPACT: **No**

The project is included in the City's 2023 - 2027 Capital Improvement Program with design to be completed in 2023 and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Fox Strand, for the design engineering and bidding phase services on the NE 36th Street and NE 38th Street Water Main Project in an amount not to exceed \$204,000.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with Fox Strand, for the design engineering and bidding phase services on the NE 36th Street and NE 38th Street Water Main Project in an amount not to exceed \$204,000.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement



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

March 10, 2023

Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

Attention: Mr. Don Clark, Director of Municipal Utilities

Re: Agreement for Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services
NE 36th Street and NE 38th Street Water Main Loop

This is an Agreement between the City of Ankeny, Iowa, hereinafter referred to as OWNER, and FOX-Strand, hereinafter referred to as ENGINEER, to provide Design Services, Easement Acquisition Assistance Services, Geotechnical Services Procurement, and Bidding-Related Services (Services) for the NE 36th Street and NE 38th Street Water Main Loop project. This Agreement shall be in accordance with the following elements.

Project Understanding

This project will include design of approximately 11,500 linear feet of 16-inch water main on the north side of NE 36th Street and the west side of NE 38th Street to create a loop between the existing 16-inch water main that ends north of NE 18th Street along NE 38th Street and the existing 16-inch water main along NE 36th Street.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Geotechnical Engineering Subcontracting Services

1. Prepare a scope for geotechnical engineering for the project.
2. Procure geotechnical engineer to provide soil borings and geotechnical report for project.
3. Provide draft geotechnical report to OWNER for review, incorporate OWNER's comments as appropriate, and finalize the report.

Design and Bidding-Related Services

1. Communicate with local utility providers to provide one-call utility locates.
2. Delineate the water main route using existing mapping, conduct a topographic survey of the water main route, and prepare conceptual drawings for water main and discuss with OWNER. Include in the conceptual drawings the existing conditions and proposed water main route.

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City of Ankeny
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3. Conduct preliminary boundary and title research including field time to locate controlling government and parcel corners along the proposed water main route, in accordance with state statutes.
4. Attend up to two staff meetings during preliminary design; one meeting for project kick-off and one meeting midway through the preliminary design as a status review.
5. Prepare a preliminary design report that summarizes the preliminary design water main route and opinion of probable construction cost (OPCC) and submit to OWNER.
6. Construction Drawings and Specifications:
 - a. Prepare construction drawings and technical specifications, in accordance with the Iowa Statewide Urban Design and Specifications and OWNER-provided Supplemental Specifications. Contract Documents will include OWNER-provided front-end documents.
 - b. Drawings will include water main plan and profile, bid items, construction details, stormwater pollution prevention plan, and restoration drawings. Traffic control drawings are not anticipated.
7. Prepare an erosion control plan.
8. Prepare the Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System and IDNR Water Supply permits. Permit fee shall be reimbursed by OWNER.
9. Attend up to two staff meetings during final design.
10. Prepare draft Bidding Documents using OWNER Contract Documents, technical specifications and engineering drawings.
11. Submit draft Bidding Documents to OWNER.
12. Prepare a prebid OPCC and submit to OWNER.
13. Review the draft Bidding Documents with OWNER, incorporate review comments as appropriate, and submit five bound half-sized sets of drawings and two bound sets of specifications for the final Bidding Documents to OWNER.
14. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.
15. Prepare addenda and answer questions during bidding.
16. Attend Bid opening, tabulate and analyze Bid results, and assist OWNER in the award of the Construction Contract.
17. Prepare two sets of Contract Documents for signature.
18. Prepare up to three draft exhibits of the proposed easements and legal descriptions for the selected water main route.

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19. Submit draft exhibits and legal descriptions to OWNER's attorney for review and negotiation with landowners.
20. Prepare and provide final easement exhibits to OWNER.

Easement Acquisition Assistance

Assist OWNER and OWNER's legal counsel with easement acquisition for up to three easements.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

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Compensation

OWNER shall compensate ENGINEER for Geotechnical Engineering Subcontracting Services on an hourly rate basis plus expenses an estimated fee of \$25,000.

OWNER shall compensate ENGINEER for Design and Bidding-Related Services a lump sum of \$175,000.

OWNER shall compensate ENGINEER for Easement Acquisition Services on an hourly rate basis plus expenses an estimated fee of \$4,000.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum and estimated fees that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of March 20, 2023. Services are scheduled for completion on December 29, 2023.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

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3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
8. Reimburse ENGINEER for all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of OWNER's requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

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Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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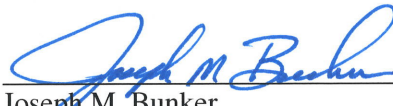
IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF ANKENY



Joseph M. Bunker
Corporate Secretary

3/10/23
Date

Honorable Mark Holm
Mayor

Date



ANKENY CITY COUNCIL

City Council Agenda

March 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Community Project Funding Program 2024

NW Irvinedale Elevated Storage Tank

EXECUTIVE SUMMARY:

City staff were recently made aware of a federal funding opportunity through the Community Project Funding Program, a program administered by the House Appropriations Committee. The program includes a number of categories including water infrastructure related projects. Congressman Zach Nunn has requested applications for this funding opportunity be submitted no later than March 15, 2023. A maximum of fifteen (15) requests for Community Projects can be submitted by each Representative.

The City Council has identified the NW Irvinedale Elevated Storage Tank project as a high priority for investment for the water utility as identified within the recently approved 2023 - 2027 Capital Improvement Plan (CIP). Design of the elevated water storage tank is nearing completion and will be let for bids later this spring. Construction is anticipated to start in the summer of 2023 and could last until spring of 2025.

Construction of a new 2.5 million-gallon elevated water storage tank in the NW quadrant of the city for the purposes of providing additional water storage, and more reliable water pressure and flow for the system. Presently water flow is provided to this area of the system through a booster pump that operates inefficiently without storage. Once the elevated storage facility is constructed the city will be able to address the following concerns:

- Equalization of water demands on raw water supply, treated water production, water transmission, and pumping facilities;
- Stabilization of distribution system flows and pressures;
- Provision of reserve supplies in the distribution system for emergent situations such as fire suppression use, power failures, natural disasters, or failures within the water distribution system (i.e. main breaks);
- Reduced energy costs for rate payers through optimized pumping flows and pumping timing; and
- Extended system life due to reduced pressure variations. Because the system today does not have available storage, pumps must be on at all times to serve flow and pressure demands in the system. This results in the pumps being on low or high at any given time, rather than an optimized configuration that can smooth out those demands by also relying upon storage.

In addition to the technical needs for the improvement the following help justify the inclusion of the project:

- Utilizing federal funding for utility, particularly water, infrastructure projects helps the city address an area of need where some of the highest inflation on costs have occurred related to utility infrastructure projects;
- The city's water utility continues to require substantial capital investment. That, along with wholesale water rate increases, is driving up costs. The city's ratepayers, are experiencing (large) rate increases in water, and additional rate increases are projected. It is the area of greatest need for the city; and
- Leveraging federal funds for utility infrastructure projects to help offset capital costs in the city's water utility helps every ratepayer in Ankeny, offering the broadest benefits, and in city's area of greatest need/highest cost pressure.

FISCAL IMPACT: Yes

This item is specifically included in the City Council approved budget, and the 2023-2027 Capital Improvement Program beginning in calendar year 2023. Any funding received through the Community Project Funding Program would reduce the City's proportionate share of the project costs that are not otherwise covered by the SRF loan that is paid for by the water utility's ratepayers.

The estimated cost to complete the project is approximately \$11.84 million dollars from the water utility. Capital funding for the project will be secured through the State Revolving Fund (SRF) loan program. The City Manager recommends a request be made through the Community Project Funding Program in the amount of \$2.0 million dollars to offset costs of the project.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends Council approve the motion adopting the resolution authorizing application to the federal fiscal year 2024 Community Project Funding Program.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to adopt **RESOLUTION** authorizing the City of Ankeny to submit an application for funding from the 2024 Community Project Funding Program – NW Irvinedale Elevated Storage Tank.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION 2023-

**RESOLUTION AUTHORIZING THE CITY OF ANKENY TO SUBMIT AN APPLICATION FOR THE FFY2024
COMMUNITY PROJECT FUNDING UNDER THE FEDERAL COMMUNITY PROJECT AND/OR FEDERAL
APPROPRIATIONS SUBCOMMITTEE PROGRAMS**

WHEREAS, the City of Ankeny recognizes that in current times, the financing of public capital projects is becoming more and more challenging in Iowa and nationally; and

WHEREAS, in times of scarce resources, it is necessary to continue to find financing mechanisms and maximize the use of existing resources; and

WHEREAS, the City of Ankeny is continuously analyzing potential state, local, and federal opportunities in a rapidly changing economic environment; and

WHEREAS, the City of Ankeny has identified the NW Irvinedale Elevated Water Storage Tank as previously approved in the City's 2023-2027 Capital Improvement Plan, as a potentially eligible project under the federal grant programs made available; and

WHEREAS, the City of Ankeny recognizes that community engagement and support is a crucial part of project planning for any government entity; and

WHEREAS, the City Council desires to participate in these federal financing opportunities, hereby, directs staff to seek, prepare, and submit applications for these federal funding opportunities as they become available; and

WHEREAS, the City Council retains its authority to accept and approve funding awards or contracts related to any funding opportunity applications submitted by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny that:

1. The City Council supports and approves the application of the NW Irvinedale Elevated Water Storage Tank for FFY2024 Community Project Funding in the amount of \$2,000,000.
2. The City Manager or designee is hereby authorized to execute the application on behalf of the Mayor and City Council.

PASSED AND APPROVED this 20th day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 20, 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

March 20, 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 - 2023 Asphalt Street Resurfacing Program - SW Ordinance Road - 4/3/23 @ 5:30 p.m.*
- *Public Hearing - Amendment No. 13 - 1989 AED URP - 4/3/23 @ 5:30 p.m.*
- *Public Hearing - FY2024 Budget - 4/3/23 @ 5:30 p.m.*
- *Regular Council Meeting - 4/17/23 @ 5:30 p.m.*
- *Public Hearing - 28E Agreement - Annexation Boundary Agmt - City of Alleman - 5/1/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

[Click to download](#)

No Attachments Available