



## **ANKENY CITY COUNCIL**

### **Regular Meeting**

**Monday, March 18, 2024**

**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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#### **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:**

1. Presentation - Des Moines International Airport

**A. PUBLIC FORUM: none**

**B. APPROVAL OF AGENDA:**

1. Approval of the March 18, 2024 Agenda

**Action# B1-1. Consider motion to approve and accept the March 18, 2024 agenda, with or without amendment.**

**C. PUBLIC HEARING(S):**

1. PH 2024-18 Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal

**Action# C1-1. Consider motion to close Public Hearing 2024-18.**

**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 4, 2024, 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 20, 2024.

**CA - 3** Receive and file minutes of the Human Rights Commission meeting of December 14, 2023.

- **Licenses and Permits**

**CA - 4** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

**CA - 5** Consider motion to approve the issuance of a parade permit in the City of Ankeny for the 2024 SummerFest Grand Parade.

**CA - 6** Consider motion to approve the solid waste permits for April 1, 2024 – March 31, 2025.

- **Finance/Budget**

**CA - 7** Consider motion to receive and file Financial Reports for February 2024.

**CA - 8** Consider motion to receive and file Building Permit Report for February 2024.

**CA - 9** Consider motion to receive and file Utility Billing Report for February 2024.

**CA - 10** Consider motion to approve Change Order #1 decreasing the contract amount by \$83,000 to CB&I Storage Tank Solution LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.

**CA - 11** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure and Environment (Foth) for preliminary design engineering services for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale

Drive Intersection project.

- CA - 12** Consider motion to approve Amendment #1 to Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services for the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.
- CA - 13** Consider motion to approve Payment #6 in the amount of \$2,244.00 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
- CA - 14** Consider motion to approve Payment #1 in the amount of \$583,062.50 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.
- CA - 15** Consider motion to approve Payment #11 in the amount of \$4,705.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
- CA - 16** Consider motion to approve Payment #5 in the amount of \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
- CA - 17** Consider motion to approve Payment #2 in the amount of \$1,000.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.
- CA - 18** Consider motion to approve Payment #37 in the amount of \$2,510.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 19** Consider motion to approve Payment #10 in the amount of \$4,643.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
- CA - 20** Consider motion to approve Payment #10 in the amount of \$7,538.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA - 21** Consider motion to approve Payment #8 in the amount of \$155,977.32 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
- CA - 22** Consider motion to approve Payment #3 in the amount of \$21,000.00 to Romtech Companies for construction services on the restroom facility at the Rally Complex.
- CA - 23** Consider motion to approve Payment #38 in the amount of \$654.96 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 24** Consider motion to approve Payment #11 in the amount of \$12,824.47 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
- CA - 25** Consider motion to approve the March 18, 2024 Accounts Payable.

- **Community Development Items**

- CA - 26** Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bond for underground improvements, platted easements, water and sewer connection fees, authorizing cost-participation for sidewalk oversizing and approving the private street name NW Olivia Lane, for The Village at the Grove Plat 1.

- CA - 27** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer in The Village at the Grove Plat 1.
- CA - 28** Consider motion to grant preliminary approval of The Crossings at Deer Creek Plat 13; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

- **Engineering Items**

- CA - 29** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.
- CA - 30** Consider motion to adopt **RESOLUTION** approving a Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary 'A' to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th street project.
- CA - 31** Consider motion to adopt **RESOLUTION** accepting public improvements for utilities and subgrade prep in Ankeny Elementary #12.
- CA - 32** Consider motion to adopt **RESOLUTION** accepting public improvements for paving associated with Ankeny Elementary #12.
- CA - 33** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer for the Heritage Commercial at Prairie Trail Plat 1 project.
- CA - 34** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.
- CA - 35** Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.
- CA - 36** Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Threshold Development)
- CA - 37** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 3)
- CA - 38** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 4)
- CA - 39** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 5)
- CA - 40** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and

temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Susan Albaugh)

**CA - 41** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (NDA Farms)

**CA - 42** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with Prairie Trail Commercial, L.L.C., concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan, in the City of Ankeny, Iowa.

- **Capital Improvement Projects**

**CA - 43** Consider motion to adopt **RESOLUTION** accepting a proposal from Granite Excavating, LLC in the amount of \$58,360.00 for the construction of the 2024 Subdrain Repairs project.

**CA - 44** Consider motion to adopt **RESOLUTION** accepting a proposal from RW Excavating Solutions in the amount of \$181,925.00 for the construction of the Vintage Business Park - North Lake Maintenance project.

**CA - 45** Consider motion to adopt **RESOLUTION** ordering construction on the NE 36th Street and NE 38th Street Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 4/9/24 @ 10:30 A.M. / date of hrg: 4/15/24 @ 5:30 P.M.)

**CA - 46** Consider motion to adopt **RESOLUTION** ordering construction on the 2024 Asphalt Street Resurfacing Program - SW Ordinance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 04/09/24 @ 10:30 A.M. / date of hrg: 04/15/24 @ 5:30 P.M.)

- **Administrative Items**

**CA - 47** Consider motion to adopt **RESOLUTION** authorizing the payment to the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been annexed into the City of Ankeny.

**CA - 48** Consider motion to approve a portable restroom rental contract for Ankeny parks, between the City of Ankeny and Bob's Septic & Portable Restrooms.

**CA - 49** Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and DLE Seven, LLC for the Slim Chickens Right Turn Lane Construction.

**CA - 50** Consider motion to approve the Consent to Collateral Assignment of Tax Increment Development Agreement and Estoppel Agreement between the City of Ankeny and Pet Parents, LLC.

**CA - 51** Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.

**CA - 52** Consider a motion to adopt **RESOLUTION** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

**CA - 53** Consider motion authorizing the Mayor to sign a letter of support for a grant application by Polk County for enhancing regional residential weatherization programs through the U.S. Environmental Protection Agency's Climate Pollution

Reduction Grant program.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-53

**Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-53.**

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

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

**H. LEGISLATIVE BUSINESS:**

- **Boards/Commissions Appointments:**

1. Cultural Arts Board Appointments to the Cultural Arts Board as follows:
  - Samuel Malaskin – appointment effective 3/18/2024 - 4/30/2028
  - Aaron Thacker - reappointment effective 5/01/2024 - 4/30/2028

**Action# H1-1.**

**Consider motion to approve appointments to the Cultural Arts Board as presented.**

2. CIWW Central Iowa Water Works (CIWW) Appointments

**Action# H2-1. Consider a motion to adopt RESOLUTION appointing Don Clark as the primary representative, and Shawn Buckner as an alternative representative to the CIWW Long Range Planning and Capital Improvements Committee; and CIWW the Technical Committee.**

- **Approval of Ordinances:**

1. Ord 2165 An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates.

**Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2165.**

**Action# H1-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2165, sending it on its final passage and publication as required by law.**

**I. OLD BUSINESS: none**

**J. NEW BUSINESS:**

1. Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal (PH 2024-18)

**Action# J1-1.**

**Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$438,470.00; 2) receive and file report of bids received March 12, 2024; 3) adopt RESOLUTION making award of construction contract with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30; and 4) adopt RESOLUTION approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30.**

2. Westlawn Place Area Utility Improvements  
Professional Services Agreement with Civil Design Advantage

**Action# J2-1. Consider motion to approve the Professional Services Agreement with Civil Design Advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement.**

3. Proposed SW Des Moines Street Utility Improvements  
Professional Services Agreement with McClure Engineering Company

**Action# J3-1. Consider motion to approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement.**

**K. ADMINISTRATIVE BUSINESS:**

- **Report of the City Staff:**

City Manager  
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Public Hearing - Property Tax Levy for Fiscal Year July 1, 2024 - June 30, 2025 - 4/1/24 @ 5:00 p.m.***
- ***Public Hearing - 2024 PCC Street Patching Program - 4/1/24 @ 5:30 p.m.***
- ***Public Hearing - 2024 PCC Pavement Preservation Program - Crack & Joint Filling - 4/1/24 @ 5:30 p.m.***
- ***Public Hearing - NE 62nd St RCB Over Tributary to Four Mile Creek - 4/1/24 @ 5:30 p.m.***
- ***Public Hearing - 2024 CIPP Lining Project - 4/1/24 @ 5:30 p.m.***
- ***Public Hearing - 2024 Asphalt St Resurfacing Program - SW Ordinance Road - 4/15/24 @ 5:30 p.m.***
- ***Public Hearing - NE 36th St & NE 38th St Water Main - 4/15/24 @ 5:30 p.m.***

**L. ADJOURNMENT**

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

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ACTION REQUESTED:

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LEGAL:

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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

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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|                                   |
|-----------------------------------|
| ATTACHMENTS:                      |
| <a href="#">Click to download</a> |
| No Attachments Available          |





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:  
City Manager

COUNCIL GOAL:  
Deliver Exceptional Service

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

Presentation - Des Moines International Airport

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                          |
|--------------------------|
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| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 18, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** <span style="line-height: 107%;">Consider motion to approve and accept the March 18, 2024 agenda, with or without amendment.</span>

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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

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ACTION REQUESTED:

Public Hearing

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

PH 2024-18: Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal

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EXECUTIVE SUMMARY:

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, fiber test stations, and ATC 48 VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

The bid opening for this project was held on Tuesday, March 12, 2024. Three (3) bids were received as follows:

1. Iowa Signal Inc. \$292,765.70
2. Kline Electric, Inc, dba Heartland Underground Solutions \$237,253.30
3. Van Maanen Electric, Inc. \$275,122.20

The Engineer's Estimate for the project was \$438,470.00. The bids ranged from approximately 45% to 34% below the estimate. Heartland Underground Solutions is presently the traffic signal and fiber optic infrastructure subcontractor for the City's SE Delaware Avenue & SE 54th Street Traffic Signal project, and has the technical ability to complete this work. The Public Works Department and the design engineering firm, Bolton & Menk, recommend awarding the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project to Heartland Underground Solutions of Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 15, 2024. The Contractor will be required to substantially complete all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching no later than September 15, 2024.

The schedule for the remaining work, to complete the traffic signal installation, is dependent on delivery of materials furnished by the City. Upon deliver, the Contractor will be allowed twenty (20) working days from a mutually-agreed start date to substantially complete the fully-operational traffic signal installation. Ten (10 ) additional working days are allowed for full completion, including site restoration and punchlist items (if any).

Traffic will be maintained on both SE Corporate Woods Drive and SE Crosswinds Drive, with little impact expected to the public.

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#### FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2024.

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#### 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 (\$438,470.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.



3. Receive and file the report of bids received on March 12, 2024.

4. Approve Resolution, making award of construction contract to Kline Electric, Inc. dba Heartland Underground Solutions of Des Moines, Iowa.

5. Approve Resolution, approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 12, 2024, and setting the public hearing date as March 18, 2024.

March 15, 2021: The City Council approved a development agreement with Crosswinds Business Park Building I LLC for the future installation of a traffic signal at the subject intersection.

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

**Action:** Consider motion to close Public Hearing 2024-18.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

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☐ [PH Coversheet](#)

☐ [RES - plans, specs](#)

☐ [Bid Sheet](#)

☐ [Bid Tabulation](#)

☐ [RES - making award](#)

☐ [RES - approving contract](#)

☐ [Location Map](#)

☐ [Contract](#)



**PUBLIC HEARING 2024-18**

**5:30 P.M.**

**MARCH 18, 2024**

**PROPOSED SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE  
TRAFFIC SIGNAL**

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**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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project. Notice of this hearing was published in the Des Moines Register on the 1<sup>st</sup> day of March, 2024.

**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 2024-18.

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 SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 SE  
CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE  
TRAFFIC SIGNAL

WHEREAS, on the **19<sup>th</sup>** day of **February**, 2024, 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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal; and

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

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

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

PASSED AND APPROVED this 18th day of March, 2024.

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Mayor

ATTEST:

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City Clerk

3-18-24

BID LETTING

10:30 A.M.

MARCH 12, 2024

SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project in accordance with the Plans and Specifications prepared by Bolton & Menk.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 438,470<sup>00</sup>

| Bid<br>Bond<br>(10%) | Bidder/Address                                                                                     | Bid Amount            | Addenda (one)<br>Acknowledged |
|----------------------|----------------------------------------------------------------------------------------------------|-----------------------|-------------------------------|
| 1) ✓                 | Iowa Signal Inc<br>3711 SE Capitol Circle<br>Grimes IA 50111                                       | 292,765 <sup>70</sup> | ✓                             |
| * 2) ✓               | Kline Electric, Inc.<br>DBA Heartland Underground solutions<br>6355 NE 14th St Des Moines IA 50313 | 237,253 <sup>30</sup> | ✓                             |
| 3) ✓                 | Van Maanen Electric Inc<br>500 Iowa Speedway Dr<br>Newton IA 50208                                 | 275,122 <sup>20</sup> | ✓                             |
| 4) _____             | _____                                                                                              | _____                 | _____                         |
| 5) _____             | _____                                                                                              | _____                 | _____                         |
| 6) _____             | _____                                                                                              | _____                 | _____                         |

\*Apparent Low Bidder

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

\*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 18, 2024 at 5:30 P.M.

ATTEST:

  
Michelle Yuska, City Clerk

  
Mark Mueller, Public Works Director

## TABULATION OF BIDS

SE CORPORATE WOODS DR & SE CROSSWINDS DR  
CITY OF ANKENY  
Ankeny Public Services Building  
BMI PROJECT NO. 0T4131019



March 12th, 2024 @ 10:30 AM

| Item No.                                | Description                                              | Unit | Quantity | Engineer's Estimate<br>Bolton & Menk, Inc. |              | Iowa Signal<br>Grimes |              | Kline Electric<br>Des Moines |              | Van Maanen<br>Newton |              |
|-----------------------------------------|----------------------------------------------------------|------|----------|--------------------------------------------|--------------|-----------------------|--------------|------------------------------|--------------|----------------------|--------------|
|                                         |                                                          |      |          | Unit Price                                 | Amount       | Unit Price            | Amount       | Unit Price                   | Amount       | Unit Price           | Amount       |
| 1                                       | REMOVAL OF SIDEWALK                                      | SY   | 70       | \$30.00                                    | \$2,100.00   | \$15.00               | \$1,050.00   | \$16.25                      | \$1,137.50   | \$16.50              | \$1,155.00   |
| 2                                       | SIDEWALK, PCC, 6"                                        | SY   | 69       | \$125.00                                   | \$8,625.00   | \$75.00               | \$5,175.00   | \$80.25                      | \$5,537.25   | \$80.25              | \$5,537.25   |
| 3                                       | DETECTABLE WARNING                                       | SF   | 42       | \$50.00                                    | \$2,100.00   | \$50.00               | \$2,100.00   | \$53.50                      | \$2,247.00   | \$53.50              | \$2,247.00   |
| 4                                       | FULL DEPTH PATCHES                                       | SY   | 15       | \$300.00                                   | \$4,500.00   | \$175.00              | \$2,625.00   | \$187.25                     | \$2,808.75   | \$187.25             | \$2,808.75   |
| 5                                       | TRAFFIC SIGNAL                                           | LS   | 1        | \$225,000.00                               | \$225,000.00 | \$190,092.70          | \$190,092.70 | \$142,447.00                 | \$142,447.00 | \$148,400.00         | \$148,400.00 |
| 6                                       | PAINTED PAVEMENT MARKINGS, DURABLE, W/ GROOVING          | STA  | 20       | \$300.00                                   | \$6,000.00   | \$470.00              | \$9,400.00   | \$502.00                     | \$10,040.00  | \$642.00             | \$12,840.00  |
| 7                                       | TEMPORARY TRAFFIC CONTROL                                | LS   | 1        | \$5,000.00                                 | \$5,000.00   | \$5,400.00            | \$5,400.00   | \$3,800.00                   | \$3,800.00   | \$9,523.00           | \$9,523.00   |
| 8                                       | PORTABLE DYNAMIC MESSAGE BOARD (PDMS)                    | DAY  | 10       | \$250.00                                   | \$2,500.00   | \$200.00              | \$2,000.00   | \$160.00                     | \$1,600.00   | \$267.50             | \$2,675.00   |
| 9                                       | CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING | SF   | 4000     | \$0.75                                     | \$3,000.00   | \$0.50                | \$2,000.00   | \$0.40                       | \$1,600.00   | \$0.86               | \$3,440.00   |
| 10                                      | 2" HDPE CONDUIT, PUSHED OR TRENCHED                      | LF   | 3385     | \$35.00                                    | \$118,475.00 | \$9.00                | \$30,465.00  | \$9.00                       | \$30,465.00  | \$11.00              | \$37,235.00  |
| 11                                      | 24 SINGLE-MODE FIBER OPTIC CABLE, INSTALL                | LF   | 150      | \$3.00                                     | \$450.00     | \$3.00                | \$450.00     | \$4.85                       | \$727.50     | \$2.13               | \$319.50     |
| 12                                      | 96 SINGLE-MODE FIBER OPTIC CABLE, INSTALL                | LF   | 4530     | \$3.00                                     | \$13,590.00  | \$3.00                | \$13,590.00  | \$1.60                       | \$7,248.00   | \$2.13               | \$9,648.90   |
| 13                                      | FIBER OPTIC TERMINATION                                  | EA   | 24       | \$175.00                                   | \$4,200.00   | \$75.00               | \$1,800.00   | \$56.10                      | \$1,346.40   | \$38.20              | \$916.80     |
| 14                                      | FIBER OPTIC LC TERMINATION PANEL                         | EA   | 2        | \$600.00                                   | \$1,200.00   | \$225.00              | \$450.00     | \$225.00                     | \$450.00     | \$275.00             | \$550.00     |
| 15                                      | CORNING SPH-OP W/ DIN RAIL MOUNTING KIT SPH-01P          | EA   | 1        | \$200.00                                   | \$200.00     | \$190.00              | \$190.00     | \$585.00                     | \$585.00     | \$265.00             | \$265.00     |
| 16                                      | FIBER OPTIC SPLICE ENCLOSURE                             | EA   | 2        | \$950.00                                   | \$1,900.00   | \$675.00              | \$1,350.00   | \$1,195.00                   | \$2,390.00   | \$2,534.00           | \$5,068.00   |
| 17                                      | FIBER OPTIC SPLICE                                       | EA   | 102      | \$65.00                                    | \$6,630.00   | \$55.00               | \$5,610.00   | \$34.45                      | \$3,513.90   | \$89.00              | \$9,078.00   |
| 18                                      | FIBER OPTIC TEST STATION, INSTALL                        | EA   | 2        | \$500.00                                   | \$1,000.00   | \$500.00              | \$1,000.00   | \$205.00                     | \$410.00     | \$225.00             | \$450.00     |
| 19                                      | HANDHOLE, HDPE, TYPE V (2442HD5)                         | EA   | 3        | \$2,000.00                                 | \$6,000.00   | \$1,177.00            | \$3,531.00   | \$1,945.00                   | \$5,835.00   | \$1,800.00           | \$5,400.00   |
| 20                                      | HANDHOLE, HDPE, TYPE V (3642HD5)                         | EA   | 3        | \$2,000.00                                 | \$6,000.00   | \$2,413.00            | \$7,239.00   | \$3,355.00                   | \$10,065.00  | \$2,655.00           | \$7,965.00   |
| 21                                      | RAILROAD PROTECTIVE LIABILITY INSURANCE                  | EA   | 2        | \$10,000.00                                | \$20,000.00  | \$3,624.00            | \$7,248.00   | \$1,500.00                   | \$3,000.00   | \$4,800.00           | \$9,600.00   |
| 22                                      |                                                          |      |          |                                            |              |                       |              |                              |              |                      |              |
| TOTAL BASE BID                          |                                                          |      |          |                                            | \$438,470.00 |                       | \$292,765.70 |                              | \$237,253.30 |                      | \$275,122.20 |
| TOTAL BASE BID PLUS ALTERNATE BID PRICE |                                                          |      |          |                                            | \$438,470.00 |                       | \$292,765.70 |                              | \$237,253.30 |                      | \$275,122.20 |

12-Mar-24   Denotes math error on proposal  
H:\ANKENY\_CI\_IA\0T4131019\3\_Design\A\_Calculations\[BQM2BID (SUDAS 2021) R1-3.xlsm]BID TAB

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 \_\_\_\_\_, 2024, 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 SE CORPORATE WOODS DRIVE & SE  
CROSSWINDS DRIVE TRAFFIC SIGNAL

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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal, described in the plans and specifications heretofore adopted by this Council on March 18, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

|                     |                                                                     |    |                         |
|---------------------|---------------------------------------------------------------------|----|-------------------------|
| Contractor:         | <u>Kline Electric, Inc. dba Heartland<br/>Underground Solutions</u> | of | <u>Des Moines, Iowa</u> |
| Amount of bid:      | <u>\$237,253.30</u>                                                 |    |                         |
| Portion of project: | <u>All construction work</u>                                        |    |                         |



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

PASSED AND APPROVED this 18th day of March, 2024.

---

Mayor

ATTEST:

---

City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 SE CORPORATE WOODS DRIVE & SE  
CROSSWINDS DRIVE TRAFFIC SIGNAL

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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal, 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:         | <u>Kline Electric Inc. dba Heartland<br/>Underground Solutions</u> | of | <u>Des Moines, Iowa</u> |
| Amount of bid:      | <u>\$237,253.30</u>                                                |    |                         |
| Bond surety:        | _____                                                              |    |                         |
| Date of bond:       | _____                                                              |    |                         |
| Portion of project: | <u>All construction work</u>                                       |    |                         |

PASSED AND APPROVED this **18<sup>th</sup>** day of **March**, 2024.

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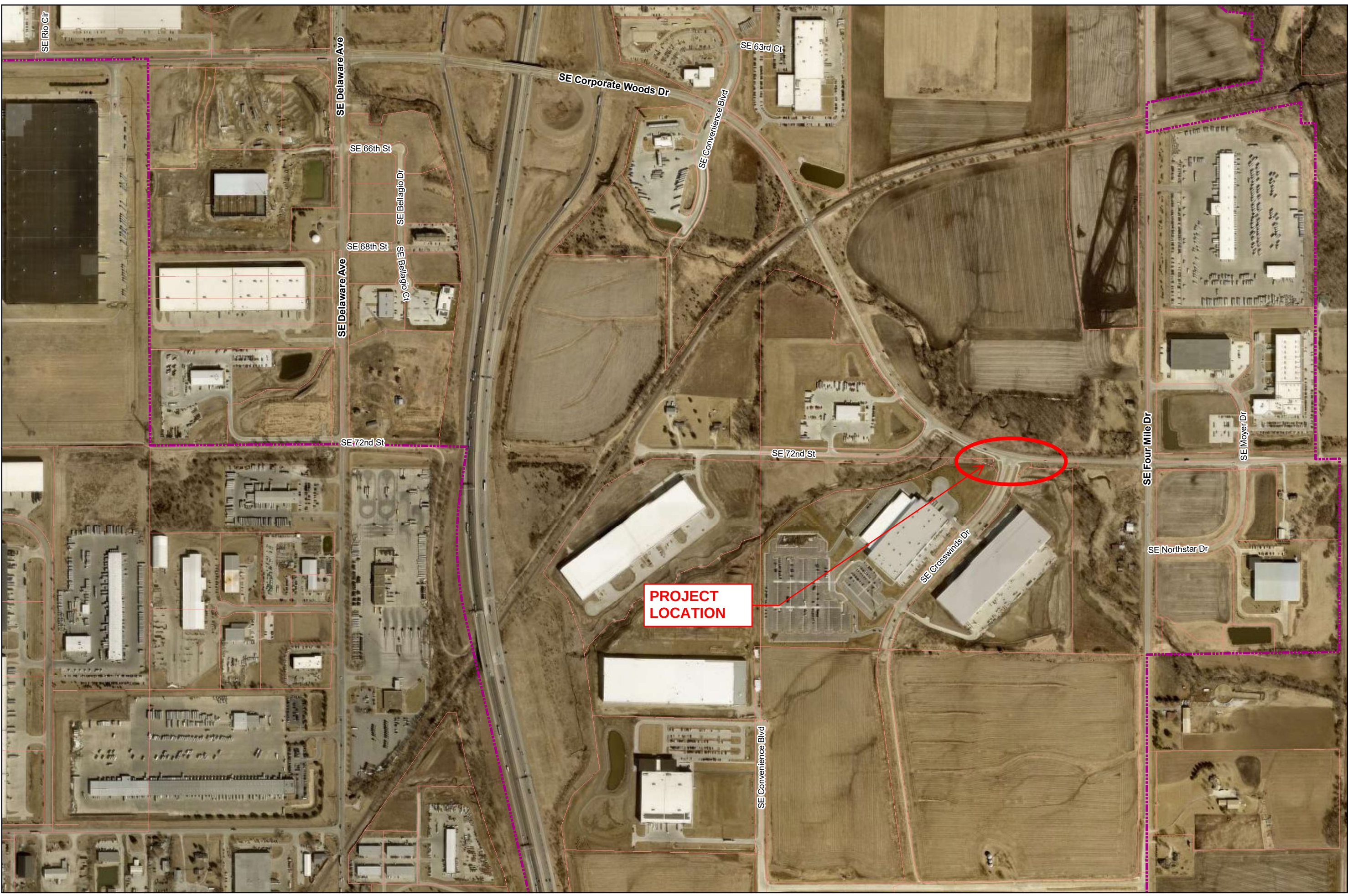
Mayor

ATTEST:

---

City Clerk







## CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 14th day of March, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Kline Electric, Inc. DBA Heartland Underground Solutions**, 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:

### SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, and ATC 48 VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of two hundred thirty seven thousand two hundred fifty-three and thirty cents DOLLARS (\$ 237,253.30 ), 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:

### Completion of Work

The Project is generally separated into two Sites of work identified as Site "A" and Site "B". Site "A" work is generally described as all PCC construction and foundations, and all underground fiber optic and traffic signal infrastructure completed. Site "B" work is generally described as the installation of City-furnished traffic signal materials and associated work.

**Site "A" work shall begin no earlier than July 15, 2024 and shall be substantially completed by September 15, 2024.** Substantially complete shall be defined as all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching completed; removal of all associated traffic control; and all traffic lanes are fully open to pre-project conditions. Should the Contractor fail to substantially complete the Site "A" work by September 15, 2024, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

**Site "B" work shall be substantially completed within twenty (20) working days from a mutually agreed-upon start date pending City-furnished traffic signal material delivery dates.** Substantially complete shall be defined as all traffic signal construction completed, pavement markings installed, fiber optic terminations satisfactorily tested, and the new traffic signal fully operational. Should the Contractor fail to substantially complete the Site "B" work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) working days after the overall project has been substantially completed as previously noted in this section. Fully complete shall be defined as all surface restoration being completed, all punchlist items addressed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the overall work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 \_\_\_\_\_

Mark E. Holm, Mayor

(Seal)

ATTEST:

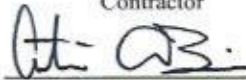
\_\_\_\_\_  
Michelle Yuska, City Clerk

**CONTRACTOR:**

Kline Electric, Inc. DBA Heartland  
Underground Solutions

Contractor

By



Signature

Project Manager

Title

6355 NE 14th St

Street Address

Des Moines, IA 50313

City, State, Zip Code

515-454-0513

Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number C O 9 1 6 - 1 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

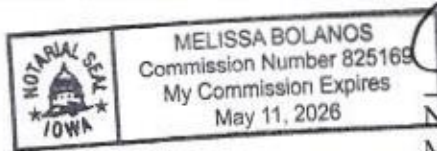
1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.



INDIVIDUAL ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Polk County)

On this 14th day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Austin O'Brien and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.



Melissa B.  
Notary Public in and for the State of Iowa  
My commission expires May 11, 2024

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_



## CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**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   |
|------------------------------------|----------------------------------------------------------|------|-------|---------------|---------------|
| <b>STREETS &amp; RELATED WORK</b>  |                                                          |      |       |               |               |
| 1                                  | Removal of Sidewalk                                      | SY   | 70    | \$ 16.25      | \$ 1,137.50   |
| 2                                  | Sidewalk, PCC, 6" Depth                                  | SY   | 69    | \$ 80.25      | \$ 5,537.25   |
| 3                                  | Detectable Warning                                       | SF   | 42    | \$ 53.50      | \$ 2,247.00   |
| 4                                  | Full Depth Patches                                       | SY   | 15    | \$ 187.25     | \$ 2,808.75   |
| <b>TRAFFIC</b>                     |                                                          |      |       |               |               |
| 5                                  | Traffic Signal                                           | LS   | 1     | \$ 142,447.00 | \$ 142,447.00 |
| 6                                  | Painted Pavement Markings, Durable, W/Grooving           | STA  | 20    | \$ 502.00     | \$ 10,040.00  |
| 7                                  | Temporary Traffic Control                                | LS   | 1     | \$ 3,800.00   | \$ 3,800.00   |
| 8                                  | Portable Dynamic Message Board (PDMS)                    | DAY  | 10    | \$ 160.00     | \$ 1,600.00   |
| 9                                  | 2" HDPE Conduit, Pushed or Trenched                      | LF   | 3385  | \$ 9.00       | \$ 30,465.00  |
| 10                                 | 24 Single-Mode Fiber Optic Cable, Install                | LF   | 150   | \$ 4.85       | \$ 727.50     |
| 11                                 | 96 Single-Mode Fiber Optic Cable, Install                | LF   | 4530  | \$ 1.60       | \$ 7,248.00   |
| 12                                 | Fiber Optic Termination                                  | EA   | 24    | \$ 56.10      | \$ 1,346.00   |
| 13                                 | Fiber Optic LC Termination Panel                         | EA   | 2     | \$ 225.00     | \$ 450.00     |
| 14                                 | Corning SPH-0P w/ Din Rail Mounting Kit SPH-01P          | EA   | 1     | \$ 585.00     | \$ 585.00     |
| 15                                 | Fiber Optic Splice Enclosure                             | EA   | 2     | \$ 1,195.00   | \$ 2,390.00   |
| 16                                 | Fiber Optic Splice                                       | EA   | 102   | \$ 34.45      | \$ 3,513.90   |
| 17                                 | Fiber Optic Test Station, Install                        | EA   | 2     | \$ 205.00     | \$ 410.00     |
| 18                                 | Handhole, HDPE, Type V (2442HD5)                         | EA   | 3     | \$ 1,945.00   | \$ 5,835.00   |
| 19                                 | Handhole, HDPE, Type V (3642HD5)                         | EA   | 3     | \$ 3,355.00   | \$ 10,065.00  |
| 20                                 | Railroad Protective Liability Insurance                  | EA   | 2     | \$ 1,500.00   | \$ 3,000.00   |
| <b>SITE WORK &amp; LANDSCAPING</b> |                                                          |      |       |               |               |
| 21                                 | Conventional Seeding, Seeding, Fertilizing, and Mulching | SF   | 4000  | \$ 0.40       | \$ 1,600.00   |

**TOTAL CONTRACT AMOUNT =****\$ 237,253.30**



**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Kline Electric, Inc. dba Heartland Underground Solutions, as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Thirty-Seven Thousand, Two Hundred Fifty-Three and 30/100 **DOLLARS** (\$237,253.30), 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 14th day of March, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL**

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

**The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, and ATC 48 VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.**

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 **two (2)** 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.

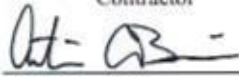
Witness our hands, in triplicate, this 14th day of March, 2024.

**PRINCIPAL:**

Kline Electric, Inc. dba Heartland  
Underground Solutions

Contractor

By



Signature

Project Manager

Title

**SURETY:**

Employers Mutual Casualty Company

Surety Company

By



Signature Attorney-in-Fact Officer

Jamie Gifford, 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.



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Lukas Schroder

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

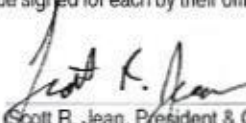
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

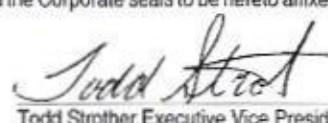
### AUTHORITY FOR POWER OF ATTORNEY

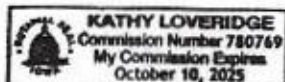
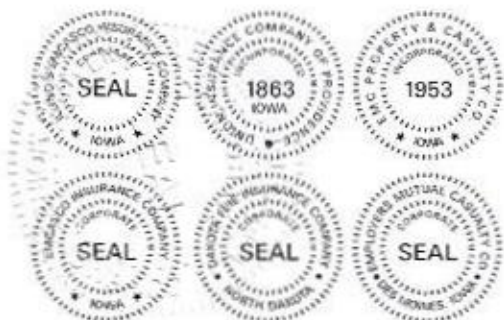
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

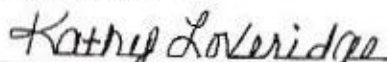
  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

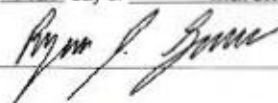
My Commission Expires October 10, 2025.

  
Kathy Loveridge  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of March, 2024.

  
Ryan J. Springer  
Vice President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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).

|                                                                                                  |                                                                                                                                                  |                        |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Associates<br>2727 Grand Prairie Parkway<br>Waukegan IA 50263 | <b>CONTACT NAME:</b> Sarah Tritz<br><b>PHONE (A/C, No, Ext):</b> 515-223-6813<br><b>E-MAIL ADDRESS:</b> stritz@holmesmurphy.com                  | <b>FAX (A/C, No):</b>  |
| <b>INSURED</b><br>Kline Electric, Inc.<br>6355 NE 14th Street<br>Des Moines, IA 50313            | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Union Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | <b>NAIC #</b><br>25844 |

**COVERAGES****CERTIFICATE NUMBER:** 1419164763**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                              |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                          |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A      | WCA330717720  | 3/1/2024                | 3/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A        | Contractors E&O<br>Leased/Rented Equipment<br>Installation Floater                                                                                                                                                                                                                                                                                                  |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | Limit 1,000,000<br>Limit 250,000<br>Limit 1,500,000                                                                                                                                                                                             |

**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 the General Liability, on a Primary and Non-Contributory basis, when required by written contract with the insured, per policy terms and conditions.  
Waiver of Subrogation applies in favor of additional insureds on the Workers Comp, when required by written contract with the insured, per policy terms and conditions.  
Governmental Immunity applies.

**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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL LIABILITY ULTRA PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SUMMARY OF COVERAGE EXTENSIONS**

| <b>Provision</b> | <b>Name Of Coverage Extension</b>                                                                                                         | <b>Included or Limit of Insurance</b> |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>A.</b>        | Miscellaneous Additional Insureds                                                                                                         | Included                              |
| <b>B.</b>        | Expected Or Intended Injury Or Damage                                                                                                     | Included                              |
| <b>C.</b>        | Knowledge Of Occurrence                                                                                                                   | Included                              |
| <b>D.</b>        | Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems) | \$300,000                             |
| <b>E.</b>        | Medical Payments                                                                                                                          | See Declarations                      |
| <b>F.</b>        | Mobile Equipment Redefined                                                                                                                | Included                              |
| <b>G.</b>        | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage                           | Included                              |
| <b>H.</b>        | Who Is An Insured – Amendment                                                                                                             | Included                              |
| <b>I.</b>        | Non-Owned Watercraft (Increased to maximum length of less than 51 feet)                                                                   | Included                              |
| <b>J.</b>        | Supplementary Payments – Increased Limits                                                                                                 |                                       |
|                  | 1. Bail Bonds                                                                                                                             | \$ 3,000                              |
|                  | 2. Loss Of Earnings                                                                                                                       | \$ 1,000                              |
| <b>K.</b>        | Unintentional Omission Or Unintentional Error In Disclosure                                                                               | Included                              |
| <b>L.</b>        | Waiver Of Transfer Of Rights Of Recovery Against Others                                                                                   | Included                              |
| <b>M.</b>        | Liberalization Clause                                                                                                                     | Included                              |
| <b>N.</b>        | Incidental Medical Malpractice                                                                                                            | Included                              |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

#### **A. MISCELLANEOUS ADDITIONAL INSURED**

- 1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a.** The written contract or written agreement is:
  - (1)** Currently in effect or becoming effective during the term of this policy; and
  - (2)** Fully executed by you and the additional insured prior to the "bodily

injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

**(1) Persons or Organizations For Whom Operations Are Performed**

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (i) Your acts or omissions; or
  - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**(2) Managers Or Lessors Of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to



you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(3) Mortgagee, Assignee Or Receiver**

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(4) Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(5) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

#### **(7) Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

#### **(8) Co-Owner Of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

#### **(9) Vendors**

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

## **B. EXPECTED OR INTENDED INJURY OR DAMAGE**

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

### **a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **C. KNOWLEDGE OF OCCURRENCE**

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company; or

- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and

- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

## **D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)**

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

- 1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or

- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

## **E. MEDICAL PAYMENTS**

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

## **F. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

## **G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE**

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;

- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

#### H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

#### I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

**Section I – Supplementary Payments – Coverages A And B** is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

#### K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

#### L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

#### **M. LIBERALIZATION CLAUSE**

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

#### **N. INCIDENTAL MEDICAL MALPRACTICE**

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOVERNMENTAL ENTITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Schedule**

Municipality: The City of Ankeny

Mailing Address: Ankeny IA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part listed above:

#### **A. ADDITIONAL INSURED PROVISION**

The Municipality shown in the schedule, 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 included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

#### **B. GOVERNMENTAL IMMUNITIES PROVISION**

- 1. Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them 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.
- 3. Assertion of Government Immunity.** The municipality shown in the Schedule 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. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

- 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 municipality shown in the Schedule 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 municipality.

- 5. No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### **C. CANCELLATION AND MATERIAL CHANGES PROVISION**

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 4, 2024, 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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|  <a href="#">Minutes</a> |

## **MINUTES OF THE ANKENY CITY COUNCIL**

Monday, March 4, 2024 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

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

### **APPROVAL OF AGENDA**

1. Council Member Bentz moved, Shafer seconded, to approve and accept the March 4, 2024 agenda without amendment. Ayes: 4.

### **PUBLIC HEARING**

1. PH 2024-12. 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 Magazine Ground Storage Reservoir Rehabilitation project. Notice of this hearing was published in the Des Moines Register on the 16th day of February, 2024.

Don Clark, Municipal Utilities Director, reported that the project includes abrasive blast cleaning the reservoir exterior to a commercial standard with containment and the application of a four-coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a 2-coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Bentz seconded, to close public hearing 2024-12. Ayes: 4.

2. PH 2024-13. 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 2024 PCC Pavement Preservation Program – SE Shurfine Drive project. Notice of this hearing was published in the Des Moines Register on the 16th day of February, 2024.

Mark Mueller, Public Works Director, reported that the project includes full depth patching from east of South Ankeny Blvd to just west of SE Hulsizer Rd, crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Rd, and diamond grinding from just east of SE Cortina Dr to just west of SE Hulsizer Rd.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Ruddy seconded, to close public hearing 2024-13. Ayes: 4.

3. PH 2024-14. 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 SW Magazine Road & SW State Street Intersection Improvements – West Leg project. Notice of

this hearing was published in the Des Moines Register on the 16th day of February, 2024.

Mark Mueller, Public Works Director, reported that the project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Shafer seconded, to close public hearing 2024-14. Ayes: 4.

4. PH 2024-15. Mayor Holm announced this is the time and place for a public hearing on the matter of the issuance of not to exceed \$17,500,000 General Obligation Bonds in order to provide funds to pay the costs of: opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon, the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches, the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of the 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 20th day of February 2024 pursuant to the provisions of Section 384.25 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$17,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2024 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2024-15. Ayes: 4.

5. PH 2024-16. Mayor Holm announced this is the time and place for a public hearing on the matter of the issuance of not to exceed \$500,000 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 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the

West 1st Street Improvements – Phase 2 project, for essential corporate urban renewal purposes. Notice of this public hearing was published in the Des Moines Register on the 20th day of February 2024 pursuant to the provisions of Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$500,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the West 1st Street Widening and Improvements - Phase 2 project in the 2024 Capital Improvement Program. The project is located in the 1989 Ankeny Economic Development Urban Renewal Area.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2024-16. Ayes: 4.

6. PH 2024-17. Mayor Holm announced this is the time and place for a public hearing on the matter of the issuance of not to exceed \$4,500,000 Water Revenue Bonds in order to provide funds to pay the costs of: acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop, and SE Magazine Ground Storage Tank Repaint projects. Notice of this public hearing was published in the Des Moines Register on the 20th day of February 2024 pursuant to the provisions of Sections 384.82 and 384.83 of the Code of Iowa.

Jennifer Sease, Administrative Services Director, reported that the not to exceed \$4,500,000 Water Revenue Bonds are being proposed to fund the Saylorville Feeder Main Purchase Capacity, NE 36th Street and NE 38th Street Water Main Loop and SE Magazine Ground Storage Tank Repaint projects in the 2024 Capital Improvement Program.

Mayor Holm then asked for any public comment regarding the proposed bond issuance. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2024-17. Ayes: 4.

## **APPROVAL OF CONSENT AGENDA**

### **Minutes**

1. Official council actions of the regular meeting of February 19, 2024, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of January 17, 2024.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of December 5, 2023.
4. Receive and file minutes of the Library Board of Trustee meeting of January 18, 2024.

### **Licenses and Permits**

5. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

### **Finance/Budget**

6. Payment #5 in the amount of \$13,381.72 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.
7. Payment #11 in the amount of \$8,549.50 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
8. Payment #22 in the amount of \$9,252.56 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.



9. Payment #11 in the amount of \$14,068.75 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
10. Payment #14 in the amount of \$3,558.75 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
11. Payment #27 in the amount of \$10,000.50 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
12. Payment #6 in the amount of \$8,675.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
13. Payment #1 in the amount of \$8,385.95 to Snyder & Associates, Inc., for engineering services on the Watercrest Park expansion project.
14. Payment #5 in the amount of \$11,117.93 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
15. Payment #10 in the amount of \$76,620.64 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
16. Payment #31 in the amount of \$12,592.88 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
17. Payment #36 in the amount of \$9,921.65 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
18. Payment #10 in the amount of \$6,234.25 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
19. Payment #34 in the amount of \$1,166.00 to Strand, for engineering services on the Ankeny ASR project.
20. March 4, 2024 Accounts Payable by fund: General \$334,453; Parks Improvements \$750; Police Gift \$480; Road Use Tax \$112,479; Library Foundation \$1,405; Solid Waste \$106,681; Water \$28,758; Sewer \$10,480; Storm Water \$9,694; Golf Course \$12,201; Enterprise Project \$73,570; Revolving \$32,245; Risk Management \$33,869; Health Insurance \$126; BAN/Bond Activity \$2,000; Capital Projects \$293,620; Payroll Totals \$1,353,543; Transfers/ACH (\$204,181); Agenda Payments Approved Separately \$220,099; Grand Total \$2,422,272.

#### Personnel

21. A new classification position description for Deputy Building Official in the Community Development Department.
22. Side letter agreement with the Ankeny Police Department Teamsters Local Union 238 and to authorize the City Manager to execute the agreement.

#### Engineering

23. **RESOLUTION 2024-076** authorizing the execution of an agreement with Iowa Department of Transportation for DOT-Initiated Detour of Primary Highways onto Local Roads for the Iowa DOT's Iowa 210 PCC Pavement - Grade and New Project.

#### Capital Improvement Projects

24. **RESOLUTION 2024-077** approving construction contract and bond with HPC, LLC, in the amount of \$5,950,000.00 for the Ankeny Fire Station No. 4 project.
25. **Delaware Ground Storage Reservoir Rehabilitation Project**: a) Certificate of Completion; b) **RESOLUTION 2024-078** accepting the public improvements with Tanksco Inc. in the amount of \$241,500.00; and c) Final Payment #2 in the amount of \$7,980.00 / Release of Retainage in the amount of \$12,075.00.
26. **Midway Park Restroom Construction**: a) Certificate of Completion; b) **RESOLUTION 2024-079** accepting the public improvement with Romtech Companies in the amount of \$279,370.78; c) Final Payment #7 in the amount of \$6,518.28.

27. **RESOLUTION 2024-080** adopting and levying final schedule of assessments and providing for the payment thereof for the NE 36th Street Reconstruction Project: I-35 to NE Fourmile Drive.
28. **RESOLUTION 2024-081** authorizing the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street).
29. **RESOLUTION 2024-082** accepting a proposal from MNM Concrete Specialist in the amount of \$151,885.00 for the construction of the 2024 Pedestrian Ramp Improvements Program - NE 18th Street project.
30. **RESOLUTION 2024-083** ordering construction on the 2024 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 03/26/24 @ 10:30 A.M. / date of hrg: 04/01/24 @ 5:30 P.M.)
31. **RESOLUTION 2024-084** ordering construction on the 2024 PCC Pavement Preservation Program - Crack and Joint Filling project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 03/26/24 @ 10:30 A.M. / date of hrg: 04/01/24 @ 5:30 P.M.)
32. **RESOLUTION 2024-085** ordering construction on the NE 62nd St Over Trib. to Four Mile Creek project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 03/26/24 @ 10:30 a.m./date of hrg: 04/1/24 @ 5:30 p.m.)
33. **RESOLUTION 2024-086** ordering construction on the 2024 CIPP Lining Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 03/26/24 @ 10:30 a.m./date of hrg: 04/1/24 @ 5:30 p.m.)

#### Administrative

34. **RESOLUTION 2024-087** 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.
35. Set a public hearing on the proposed property tax levy for Fiscal Year July 1, 2024 - June 30, 2025 for April 1, 2024 at 5:00 p.m. and direct City Clerk to publish notice of such hearing.

#### APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-35. Ayes: Shafer, Bentz, Perry, Ruddy.

#### LEGISLATIVE BUSINESS

##### Approval of Ordinances

1. **Ord 2162.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC R-1 One-Family Residential District to Planned Unit Development, PUD (Rezoning Area A). Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2162, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry Shafer.
2. **Ord 2163.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One-Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B). Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2163, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry Shafer.

3. **Ord 2164.** An Ordinance amending Chapter 66 Load and Weight Restrictions of the Municipal Code of the City of Ankeny, Iowa, by amending Section 66.05 Truck Routes. Council Member Bentz moved, Shafer seconded, to accept third consideration of ORDINANCE 2164, sending it on its final passage and publication as required by law. Ayes: Bentz, Shafer, Perry, Ruddy.
4. **Ord 2165.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to water rates. Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2165. Ayes: Ruddy, Bentz, Perry Shafer.

## **NEW BUSINESS**

1. Proposed Magazine Ground Storage Reservoir Rehabilitation (PH 2024-12). Council Member Ruddy moved, Bentz seconded, to adopt 1) **RESOLUTION 2024-088** adopting plans, specifications, form of contract and estimate of cost \$386,000.00; 2) receive and file report of bids received February 27, 2024; and 3) adopt **RESOLUTION 2024-089** making award of construction contract with O & J Coatings in the amount of \$289,000.00. Ayes: Ruddy, Bentz, Perry, Shafer.
2. Proposed 2024 PCC Pavement Preservation Program - SE Shurfine Drive (PH 2024-13) Council Member Perry moved, Bentz seconded, to adopt 1) **RESOLUTION 2024-090** adopting plans, specifications, form of contract and estimate of cost \$344,650.00; 2) receive and file report of bids received February 27, 2024; 3) adopt **RESOLUTION 2024-091** making award of construction contract with Caliber Concrete, LLC in the amount of \$290,338.00; and 4) adopt **RESOLUTION 2024-092** approving contract and bonds with Caliber Concrete, LLC in the amount of \$290,338.00. Ayes: Perry, Bentz, Ruddy, Shafer.
3. Proposed SW Magazine Road & SW State Street Intersection Improvements - West Leg (PH 2024-14). Council Member Bentz moved, Ruddy seconded, to adopt 1) **RESOLUTION 2024-093** adopting plans, specifications, form of contract and estimate of cost \$405,610.00; 2) receive and file report of bids received February 27, 2024; 3) adopt **RESOLUTION 2024-094** making award of construction contract with Manatt's, Inc. in the amount of \$295,089.02; and 4) adopt **RESOLUTION 2024-095** approving contract and bonds with Manatt's, Inc. in the amount of \$295,089.02. Ayes: Bentz, Ruddy, Perry, Shafer.
4. Proposed Issuance of Not to Exceed \$17,500,000 General Obligation Bonds (PH 2024-15). Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2024-096** instituting proceedings to take additional action for the issuance of not to exceed \$17,500,000 General Obligation Bonds. Ayes: Ruddy, Perry, Bentz, Shafer.
5. Proposed Issuance of Not to Exceed \$500,000 General Obligation Urban Renewal Bonds (PH 2024-16). Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2024-097** instituting proceedings to take additional action for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds. Ayes: Perry, Ruddy, Bentz, Shafer.
6. Proposed Issuance of Not to Exceed \$4,500,000 Water Revenue Bonds (PH 2024-17). Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2024-098** instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 Water Revenue Bonds. Ayes: Ruddy, Bentz, Perry, Shafer.
7. Proposed Issuance of \$17,425,000 General Obligation Bonds, Series 2024A. Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2024-099** authorizing the issuance of \$17,425,000 General Obligation Bonds, Series 2024A, and levying a tax for the payment thereof. Ayes: Ruddy, Bentz, Perry, Shafer.
8. Request for Council Initiated Rezoning from R-1 One-Family Residential District to R-3 Multi-Family Residence District restricted to 10 units per acre. Hope K Farms, LLC. Council Member Bentz moved, Ruddy seconded, to receive and file correspondence dated February 9, 2024, regarding a rezoning request for 15.71 acres (Area B) located west of Interstate 35 and east of NE Delaware Avenue. Ayes: Bentz, Ruddy, Perry, Shafer. Council Member Ruddy moved, Bentz seconded, to initiate a rezoning request for 15.71 acres (Area B) located west

of Interstate 35 and east of NE Delaware Avenue and refer to the Plan and Zoning Commission for review and recommendation. Ayes: Ruddy, Bentz, Perry, Shafer.

## **ADJOURNMENT**

1. Meeting was adjourned at 6:09 p.m.

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Michelle Yuska, City Clerk

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Mark E. Holm, Mayor

Published in the Des Moines Register on 3/15/24.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 20, 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                            |
|  <a href="#">P&amp;Z Minutes 2024-02-20</a> |



## **Meeting Minutes**

### **Plan & Zoning Commission Meeting**

Tuesday, February 20, 2024

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

#### **CALL TO ORDER**

Chair Ted Rapp called the February 20, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

#### **ROLL CALL**

Members present: Ted Rapp, Glenn Hunter, Trina Flack, Annette Renaud, Todd Ripper and Lisa West. Absent: Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Bryan Morrissey, Ryan Kirschman and Brenda Fuglsang.

#### **AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the February 20, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

#### **COMMUNICATIONS**

There were no communications.

#### **CITIZEN'S REQUEST**

Julie Ryan, 4616 NW 8<sup>th</sup> Street, Ankeny said that there is a waterway and greenspace behind her home and recently noticed surveyors working in that area. She stated that a neighbor was told that there is a splash pad being built. E.Jensen responded that the information she received was correct. Julie Ryan asked where the entrance for the splash pad was going to be? E.Jensen shared that staff will contact the Parks Department for their plan of that area and provide it to her.

#### **CONSENT AGENDA ITEMS**

##### **Item #1. Minutes**

Motion to approve and accept the January 17, 2024 minutes of the Plan and Zoning Commission meeting.

##### **Item #2. 350 NE 36<sup>th</sup> Street – DMOS MRI Addition Site Plan**

Motion to approve the site plan for 350 NE 36<sup>th</sup> Street, DMOS MRI Addition subject to obtaining the amended Stormwater Management Easement, SWPPP and COSESCO.

##### **Item #3. Hope Crest Plat 1 Final Plat**

Motion to recommend City Council approval of the Hope Crest Plat 1 Final Plat.

Referencing Item #3, G.Hunter stated for the record, that he called and asked staff whether there are any jurisdictional issues with the pond being filled in with this final plat. He further stated that he has a concern about filling in the pond, as it will impact the buildable area of Lots 23, 24, 15 and 48, and a section of right-of-way just south of the intersection of NW Arlan Drive and NW 46<sup>th</sup> Street. A further concern is how the fill will be monitored to reassure that there are no settlement issues for those homes or the city right-of-way.

E.Jensen presented aerial maps from 1970, 2002 and 2005. He stated that the digging of the pond began in 2005. He said there is no real established drainage way shown in the aerials. He presented an aerial map from 2015, which shows the pond. He does not believe it is jurisdictional, but the developer will still need to go through the process to make sure. He further stated that there will need to be a soil report to make sure it is compacted correctly.



Referencing Item #2, T.Rapp said that the DMOS site plan shows a significant amount of underground stormwater storage and wondered if there are other site plans in Ankeny with similar storage? E.Carstens responded, yes.

Motion by T.Flack to approve the recommendations for Consent Agenda Item #1 - #3. Second by G.Hunter. All voted aye. Motion carried 6 – 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 19, 2024 City Council meeting.

#### **Director's Report**

E.Jensen presented the tentative agenda items for the Tuesday, March 5, 2024 Plan and Zoning Commission meeting and the January 2024 Building Permit Report.

#### **Commissioner's Reports**

There were no Commissioner reports.

### **MISCELLANEOUS ITEMS**

March 4, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

G.Hunter placed into nomination T.Rapp to serve as Chair.  
Second by A.Renaud. All voted aye.

A.Renaud placed into nomination R.Weisheit to serve at Vice Chair.  
Second by T.Flack. All voted aye.

### **ADJOURNMENT**

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:44 p.m.



Submitted by Brenda Fuglsang, Secretary  
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

ACTION REQUESTED:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Receive and file minutes of the Human Rights Commission meeting of December 14, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                 |
|  <a href="#">HRC Approved Minutes 12-14-2023</a> |

## **Meeting Minutes**

### **Human Rights Commission**

Thursday, December 14, 2023

5:30 p.m.

City Council Chambers Ankeny Kirkendall Public Library

1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez

Dustin Graber

Lindsay Norland

Tim Olson

Laura Parkinson

#### **1. CALL TO ORDER**

Chair Olson called the meeting to order at 5:30 PM.

#### **2. ROLL CALL**

Alvarez, Olson, Parkinson, and Graber were present at the time of roll call. Norland arrived later during the meeting. Brandt Johnson, staff liaison present.

#### **3. MOTION TO APPROVE THE AGENDA FOR December 14, 2023**

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

#### **4. MOTION TO APPROVE THE MINUTES FROM October 26, 2023**

Graber motioned to approve the minutes from the October 26, 2023 meeting. Parkinson seconded. Ayes: 4, motion carried.

#### **5. OLD BUSINESS**

##### **a. MLK – Day of Service 2024**

Johnson said that Norland and himself have been attending MLK Day of Service 2024 meetings and assisting with the event planning.

#### **6. NEW BUSINESS**

##### **a. End of Year Summary Report - 2023**

Johnson brought to the Commission an end of year summary report that he coordinated with Chair Olson on and that it will be received and filed with the City Council. Graber motioned to approve the end of year HRC summary report for 2023 and to send the report to City Council to receive and file. Parkinson seconded. Ayes: 5, motion carried.

##### **b. 2024 Training Meetings**

Johnson provided the Commission with a tentative HRC meeting schedule for 2024. The Commission discussed the tentative schedule and decided that the January meeting would be canceled and the group would next meet at it's

regularly scheduled meeting on February 22, 2024 to discuss the groups work plan for 2024 and to decide on its March training session.

**7. STAFF REPORT**

Johnson reviewed the December 2023 staff memo with the HRC.

**8. COMMISSIONER REPORTS**

No reports from the Commissioners.

**9. ADJOURN**

Meeting adjourned at 5:50 PM.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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

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ACTION REQUESTED:

Motion

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LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to approve the issuance of liquor licenses and 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. HRG Projects, LLC d/b/a Carmen's Flowers, 516 SW 3rd St. - Special Class B Retail Native Wine License (WBN) (Renewal) - Effective April 6, 2024.
2. Maria's Inc. d/b/a Maria's Mexican Food, 833 E 1st St. - Class C Retail Alcohol License (LC) (Renewal) - Effective April 6, 2024, PENDING DRAM ENSORSEMENT.

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 - Effective April 9, 2024.
4. Blackberry, LLC d/b/a Flame Cantina, 1315 Oralabor SW Rd, Ste. 101 - Class C Retail Alcohol License (LC) (Renewal) includes Catering - Effective April 13, 2024.
5. Tokyo Huang Inc., d/b/a Tokyo Steakhouse, 113 SE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) - Effective April 1, 2024.
6. Georgios Greek Grill, LLC d/b/a Egg Bistro, 2010 SE Delaware Ave., Ste. 222 - Class C Retail Alcohol License (Renewal) - Effective March 6, 2024. TIMELY FILED WITH ABD
7. Ankeny Fiesta, LLC (New Entity) d/b/a Fiesta Jalapenos Mexican Restaurant, 1975 N Ankeny Blvd, Ste. 113 - Class C Retail Alcohol License (LC) (New) - Tentatively Effective March 19, 2024. PENDING DEPT. APPROVALS, LEASE AMEND.

---

**FISCAL IMPACT: Yes**

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

---

**CITY MANAGER'S RECOMMENDATIONS:**

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

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                   |
|-----------------------------------|
| <a href="#">Click to download</a> |
| No Attachments Available          |





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

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ACTION REQUESTED:  
Motion

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LEGAL:

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SUBJECT:

Consider motion to approve the issuance of a parade permit in the City of Ankeny for the 2024 SummerFest Grand Parade.

---

EXECUTIVE SUMMARY:

The Ankeny Chamber of Commerce is requesting a route change for the 2024 SummerFest Grand Parade, scheduled for July 13, 2024 beginning at 9:00 a.m. The proposed route includes a section of W 1st Street, which requires Council approval.

The parade will begin at Ankeny High School, traveling North on SW Cherry St, turn East on W 1st St, turn North on NW School St, turn East on NW 9th St and turn North into Northview Middle School parking lot.

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

City staff have reviewed the proposed parade route and recommend approval.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

The Ankeny Area Chamber of Commerce will provide prior notice to property owners along the parade route.

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                    |
|  <a href="#">Parade Application</a> |
|  <a href="#">Map - Parade Route</a> |

Today's date: 2/23/2024

Event Title / Name: Ankeny Chamber SummerFest Grand Parade  
*Must be same as listed on Pre-Application*

Name of Contact Person: Sharlyn Estrem

Contact phone: (515) 964-0685 Cell: (515) 897-9230

Describe the type of parade:

Community Parade on the Saturday of Ankeny Chamber SummerFest including floats, vehicles, band, and walkers.

Parade Route:

Staging at Ankeny High School and ending at Northview Middle School, travel North on S.W. Cherry St., turn East on W. 1<sup>st</sup> St., turn North on N.W. School St., turn East on N.W. 9<sup>th</sup> St. and turn North into NVMS Parking lot.

S.W. Cherry St. TO W. 1<sup>st</sup> St.

W. 1<sup>st</sup> St. TO N.W. School St.

N.W. School St. TO N.W. 9<sup>th</sup> St.

N.W. 9<sup>th</sup> St. TO N. Ankeny Blvd. - At NVMS

The City of Ankeny has the right to deny closure of certain streets. Closure of arterial and collector streets will require City Council approval. If council approval is required, the City Clerk's Office will advise you of date City Council will consider your street closure request – this may affect your date of event.

The City prefers that parade routes do not cross Oralabor Road, Ankeny Boulevard or First Street. Both Ankeny Boulevard and Oralabor Road are state highways and require additional permission from the Iowa DOT for closure.

- ☐ Submit a detailed map of parade route to be approved
- ☐ Provide proof of general liability insurance in the amount of at least \$500,000 per occurrence /\$1M aggregate and \$500,000 for property damage and submit a certificate of insurance naming the City of Ankeny as a "Certificate Holder".

**Indemnification**

To the fullest extent permitted by law, the licensee agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with the licensee's licensed activities.

**Certification**

I certify that all information in this application and the required documents is true and correct to the best of my knowledge, and upon submittal becomes public record. I understand that any missing documentation may delay license approval. I further understand that should I commit a violation of the terms and conditions of this license, my license may be revoked. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in Chapter 124 of the City of Ankeny's Municipal Code and on the list of requirements provided to me.

Sharlyn D. Estem  
Signature of applicant

2-23-2024  
Date

**FOR OFFICE USE ONLY – APPLICATION SUBMITTAL CHECKLIST**

- ☐ Application fee
- ☐ Detailed Map
- ☐ Proof of Liability Insurance
- ☐ Application completed and signed
- ☐ Public Works Approved
- ☐ Fire Dept. Approved
- ☐ Police Dept. Approved



## TRAFFIC CONTROL APPLICATION

Today's date: 2/23/2024

Event Title / Name:

Ankeny Chamber SummerFest Grand Parade

*Must be same as listed on Pre-Application*

Name of Contact Person:

Sharlyn Estrem

Contact phone:

(515) 964-0685      Cell: (515) 897-9230

The event will include the following (check all that apply):

- ☐ Sidewalk closure  
☒ Street or lane closure

**Attach a map with proposed closures.**

The applicant is responsible for hiring a traffic control company for any public street, alley, sidewalk, or trail closure or restriction. The City of Ankeny does not provide barricades or traffic cones.

Traffic Control Company:

Joint effort between Bonnie's Barricades & City of Ankeny

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

The event will include the following (check all that apply):

- ☒ Public parking (e.g. public parking lots in The District, on-street parking)  
☒ On- or off-site privately owned parking (Will require written permission from property owner and/or landlord) Ankeny High School, Southview M.S. & Northview M.S.  
☐ Shuttle service from off-site parking areas (attach a shuttle plan and written permission from property owner and/or landlord).

## **REQUEST FOR STREET OR LANE CLOSURE**

The following will be considered when a street or lane closure is requested:

- Resident/business impact
- Size of the event – number of expected participants/ attendees
- Detour routes
- Signage and notification
- Set up of barricades and directional signage
- Traffic control and safety

**For special events that require street or lane closures, the following guidelines have been established:**

- The proposed traffic control plan is subject to review and approval by the City, and must be provided at least 30 days before the event or set-up. The Special Event Permit will not be approved without an approved traffic control plan.
- No full closure of arterials will be allowed. These arterials are Oralabor Road, Magazine Road, 1<sup>st</sup> Street, 18<sup>th</sup> Street, 36<sup>th</sup> Street, 54<sup>th</sup> Street, Irvinedale Drive, State Street, Ankeny Boulevard, Delaware Avenue, and Four Mile Drive.
- Single-lane closure on multi-lane arterials that maintain at least one lane of traffic in each direction may be considered.
- Full closure of local and collector streets may be considered but only for a maximum of four hours.
- If streets are fully closed, a dedicated, signed detour route must be provided as part of the special event permit applicant's traffic control plan.
- *If a road closure/restrictions are required the applicant will be required to pay for a City of Ankeny on-site traffic inspector to verify approved traffic control plan is followed*
- If any street is going to be impacted, static signs or variable message boards must be used at least three (3) days in advance of the event to notify the traveling public of the impending lane or street closure.
- Parade or race routes shall do not cross Oralabor Road, Ankeny Boulevard or 1<sup>st</sup> Street.
- Several streets in the City are state highways and require permission from Iowa DOT for street or lane closures. These streets include Ankeny Boulevard (US 69) and Oralabor Road (IA 415 and IA 160).

## **PARKING**

The applicant is responsible for ensuring adequate parking for attendees and for minimizing any negative impacts to adjacent areas. The applicant is responsible for obtaining authorized approval for any private parking or event areas.

### **"NO PARKING" SIGNAGE POSTING REQUIREMENTS**

- If public parking will be restricted, "No Parking" signs must be posted 72 hours prior to your event start time including set-up.
- Verification that all "No Parking" signs are placed in their correct location(s) every twenty-four (24) hours from time of initial placement of the signage and a maximum of twelve (12) hours prior to event set-up start time is required. The documentation must be kept on file and provided to City representatives upon request.
- "No Parking" signs must be posted on the curb next to the roadway.
- "No Parking" signs must be placed a minimum of every fifty (50) feet.
- Additional "No Parking" signs must be placed in areas where obstructions are present.
- Missing, collapsed, or damaged "No Parking" signs must be replaced immediately and a minimum of twelve (12) hours prior to your event set-up start time.

### **"NO PARKING" SIGNAGE TECHNICAL SPECIFICATIONS**

- "No Parking" signs must be mounted on either an "A" frame type structure or wood lathe. The "A" frame may be constructed of plastic, wood or metal.
- "No Parking signs" must be a minimum of 17" x 22" and of sturdy material to withstand wind or precipitation.
- "No Parking" message on each sign should meet the following requirements:
  - Red letters on white background.
  - Preprinted message stating, at minimum:

**No Parking - Special Event**

**Tow-Away Times (e.g. 6 AM – 2 PM)**

**Day(s)/Date(s)**

**Event Name/Telephone Number**

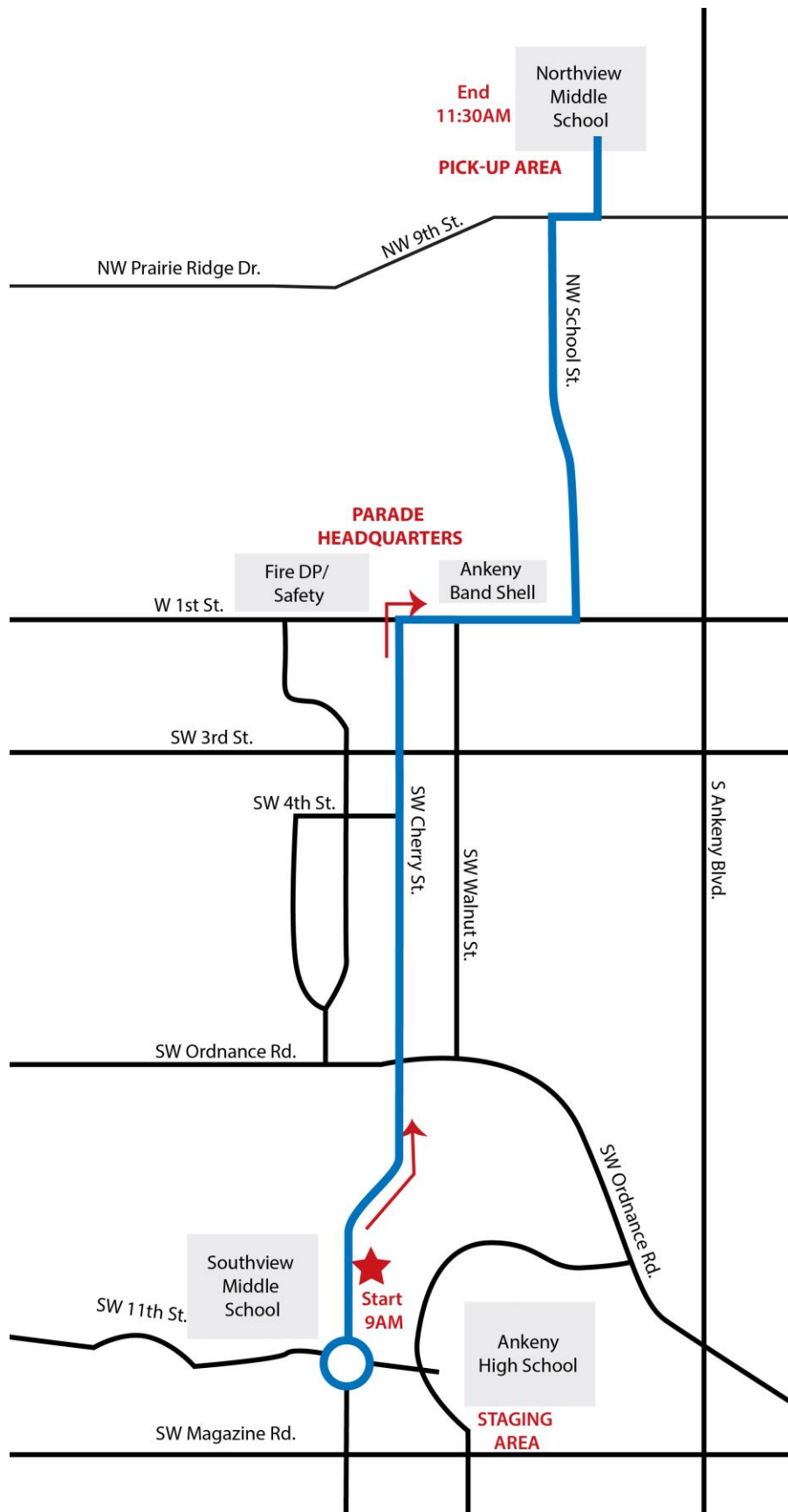
The temporary "No Parking" message shall not be attached to other signage, posts or streetlight poles.

All signage must be removed from the venue immediately following the event and no more than 24 hours after the conclusion of all event activities.

### **TOW AUTHORIZATION**

Only a representative of the Ankeny Police Department can authorize a tow in the public right-of-way. The event organizer must coordinate with the Ankeny Police Department for the towing of any vehicles within the event venue prior to the onset of event activities, including set-up. Set-up or event activities will not be allowed where there are parked cars, even if the area is denoted on the approved permit.







ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

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ACTION REQUESTED:  
Motion

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LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to approve the solid waste permits for April 1, 2024 – March 31, 2025.

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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.

- Midwest Solid Waste, Inc., d/b/a Ankeny Sanitation, Inc., 7002 SE Delaware Avenue, Ankeny, Iowa (renewal)
- Aspen Waste Systems of Iowa, 1800 E. Euclid Avenue, Des Moines, Iowa (renewal)
- Eichinger Brothers, LLC, d/b/a Garbage Guys, 52160 320th St., Slater, Iowa (renewal)
- Waste Management of Iowa, Inc., 201 SE 18th Street, Des Moines, Iowa (renewal)
- Waste Connections of Iowa, Inc., 4705 NE 22nd St., Des Moines, Iowa (renewal)
- Chamness Technology, Inc., d/b/a Green RU LLC, 2255 Little Wall Lake Road, Blairsburg, IA (renewal)

· Midwest Bins, LLC, d/b/a Bin There Dump That, 1380 Country Club Blvd., Clive, IA  
(renewal)

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**FISCAL IMPACT: Yes**

Each licensee has paid 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.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the issuance of solid waste permits.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                   |
|-----------------------------------|
| <a href="#">Click to download</a> |
|-----------------------------------|

|                          |
|--------------------------|
| No Attachments Available |
|--------------------------|



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                |
|  <a href="#">Finance Report</a> |

## Monthly Finance Report – February 2024

### 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 2024 budget figures; however, the City Council will adopt the amended budget for fiscal year 2024 on April 15, 2024. Therefore, starting with the April 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.

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 \$35,261,192 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 \$8,630,445 and \$7,871,345, respectively. The cash balance in these two funds will continue to climb until the tax increment financing rebate payments 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 29, 2024

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Cash Basis Fund Balances            | <u><u>\$ 158,073,363.28</u></u> |
| Investments                         | \$ 145,916,573.75               |
| Checking Account Balance (per bank) | 12,664,172.65                   |
| Deposits in Transit                 | 87,319.06                       |
| Outstanding Checks                  | (597,352.18)                    |
| Cash Drawer/Petty Cash *            | <u>2,650.00</u>                 |
| Total                               | <u><u>\$ 158,073,363.28</u></u> |

|                           |                    |
|---------------------------|--------------------|
| * Cash Drawer/Petty Cash: |                    |
| 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 - Senior Center     | 100.00             |
| Police Department         | 100.00             |
| Public Service Building   | 25.00              |
| Community Development     | 100.00             |
| Water Fund                | 600.00             |
|                           | <u>\$ 2,650.00</u> |



**City of Ankeny**  
**Cash Balance Summary**  
**February 29, 2024**

| <b>Fund</b>                    | <b>Budget Number</b> | <b>Cash Balance July 1, 2023</b> | <b>Revenues</b>          | <b>Transfers In</b>    | <b>Expenditures</b>     | <b>Transfers Out</b>   | <b>Cash Balance February 29, 2024</b> |
|--------------------------------|----------------------|----------------------------------|--------------------------|------------------------|-------------------------|------------------------|---------------------------------------|
| General:                       |                      |                                  |                          |                        |                         |                        |                                       |
| General                        | 100                  | \$ 35,273,769.10                 | \$ 29,378,917.80         | \$ -                   | \$ 28,074,979.31        | \$ 1,316,515.61        | \$ 35,261,191.98                      |
| Hotel/Motel Tax                | 233                  | 578,066.43                       | -                        | 1,316,515.61           | 873,543.98              | -                      | 1,021,038.06                          |
| Special Revenue:               |                      |                                  |                          |                        |                         |                        |                                       |
| Fire Gift                      | 220                  | 33,104.14                        | 1,215.00                 | -                      | -                       | -                      | 34,319.14                             |
| Hawkeye Park Player Fees       | 240                  | 37,850.78                        | 2,895.00                 | -                      | 12,822.20               | -                      | 27,923.58                             |
| Police Gift                    | 250                  | 10,176.53                        | 14,995.00                | -                      | 10,888.83               | -                      | 14,282.70                             |
| Road Use Tax                   | 260                  | 9,930,750.11                     | 6,411,586.61             | -                      | 6,172,094.81            | -                      | 10,170,241.91                         |
| Police Seizure                 | 270                  | 99,392.04                        | 4,063.20                 | -                      | 34,440.14               | -                      | 69,015.10                             |
| Tax Increment Financing        | 280                  | 2,433,185.10                     | 6,298,163.96             | -                      | 100,904.00              | -                      | 8,630,445.06                          |
| Police and Fire Retirement     | 290                  | 1,547,627.46                     | 1,412,616.74             | -                      | 1,726,254.49            | -                      | 1,233,989.71                          |
| Landfill Post-Closure          | 295                  | 86,375.45                        | -                        | -                      | -                       | -                      | 86,375.45                             |
| Friends of the Ankeny Library  | 430                  | 86,817.57                        | 29,145.93                | -                      | 37,566.49               | -                      | 78,397.01                             |
| Park Dedication                | 440                  | 499,761.95                       | -                        | -                      | -                       | -                      | 499,761.95                            |
| Sports Complex Foundation      | 445                  | 131,474.06                       | 14,550.00                | -                      | -                       | -                      | 146,024.06                            |
| Ankeny Garden Club             | 446                  | 9,566.84                         | 1,650.00                 | -                      | -                       | -                      | 11,216.84                             |
| Miracle Park Fund              | 448                  | 69,996.82                        | 3,209.20                 | -                      | 630.94                  | -                      | 72,575.08                             |
| Dog Park Trust Fund            | 449                  | 1,376.46                         | -                        | -                      | -                       | -                      | 1,376.46                              |
| P&R Scholarship Fund           | 450                  | 27,173.90                        | -                        | -                      | 291.75                  | -                      | 26,882.15                             |
| Civic Trust Fund               | 484                  | 322,833.46                       | 17,267.92                | -                      | -                       | -                      | 340,101.38                            |
| Debt Service                   | 300                  | 1,890,977.70                     | 8,248,167.52             | -                      | 2,267,800.72            | -                      | 7,871,344.50                          |
| Enterprise:                    |                      |                                  |                          |                        |                         |                        |                                       |
| Solid Waste                    | 500                  | 459,780.72                       | 952,400.68               | -                      | 934,533.90              | -                      | 477,647.50                            |
| Utility Deposits               | 505                  | 406,262.12                       | 134,791.61               | -                      | 112,175.00              | -                      | 428,878.73                            |
| Water Operations               | 510                  | 16,671,547.67                    | 15,470,399.62            | -                      | 9,330,812.28            | 1,298,756.80           | 21,512,378.21                         |
| Water Improvement              | 520                  | 1,761,600.00                     | -                        | -                      | -                       | -                      | 1,761,600.00                          |
| Water Sinking                  | 530                  | 1,940,827.30                     | -                        | 1,298,756.80           | 284,819.41              | -                      | 2,954,764.69                          |
| Sewer Operations               | 550                  | 12,344,479.03                    | 11,726,498.70            | -                      | 6,928,812.87            | -                      | 17,142,164.86                         |
| Sewer Improvement              | 560                  | 3,401,518.12                     | -                        | -                      | -                       | -                      | 3,401,518.12                          |
| Sewer Sinking                  | 570                  | -                                | -                        | -                      | -                       | -                      | -                                     |
| Storm Water                    | 580                  | 2,052,671.85                     | 2,411,809.84             | -                      | 736,858.75              | -                      | 3,727,622.94                          |
| Golf Course                    | 590                  | 1,823,641.03                     | 1,445,075.71             | -                      | 1,406,826.94            | -                      | 1,861,889.80                          |
| Capital Project:               |                      |                                  |                          |                        |                         |                        |                                       |
| Utility Fund Capital Projects  | 6**                  | 13,057,074.43                    | 5,336,757.95             | 374.00                 | 11,053,961.20           | 374.00                 | 7,339,871.18                          |
| Special Assessments            | 8**                  | 22,157.71                        | 479,689.00               | -                      | -                       | -                      | 501,846.71                            |
| Capital Projects               | 8** & 9**            | 35,629,809.37                    | 7,199,952.51             | 668.72                 | 22,571,975.25           | 668.72                 | 20,257,786.63                         |
| <b>Total Budgeted</b>          |                      | <b>\$ 142,641,645.25</b>         | <b>\$ 96,995,819.50</b>  | <b>\$ 2,616,315.13</b> | <b>\$ 92,672,993.26</b> | <b>\$ 2,616,315.13</b> | <b>\$ 146,964,471.49</b>              |
| Internal Service:              |                      |                                  |                          |                        |                         |                        |                                       |
| Revolving                      | 710                  | 611,246.64                       | 943,692.60               | -                      | 920,678.54              | -                      | 634,260.70                            |
| Risk Management                | 720                  | 960,958.60                       | 1,535,469.13             | -                      | 1,188,206.45            | -                      | 1,308,221.28                          |
| Health Insurance               | 730                  | 6,437,221.18                     | 3,715,310.09             | -                      | 3,442,439.43            | -                      | 6,710,091.84                          |
| Sustainability Revolving Loan  | 770                  | 29,728.79                        | -                        | -                      | -                       | -                      | 29,728.79                             |
| Economic Development Revolving | 780                  | 273,191.85                       | 2,600.00                 | -                      | -                       | -                      | 275,791.85                            |
| Equipment Reserve              | 790                  | 2,083,944.91                     | 66,852.42                | -                      | -                       | -                      | 2,150,797.33                          |
| <b>Total Unbudgeted</b>        |                      | <b>\$ 10,396,291.97</b>          | <b>\$ 6,263,924.24</b>   | <b>\$ -</b>            | <b>\$ 5,551,324.42</b>  | <b>\$ -</b>            | <b>\$ 11,108,891.79</b>               |
| <b>Total <sup>(1)</sup></b>    |                      | <b>\$ 153,037,937.22</b>         | <b>\$ 103,259,743.74</b> | <b>\$ 2,616,315.13</b> | <b>\$ 98,224,317.68</b> | <b>\$ 2,616,315.13</b> | <b>\$ 158,073,363.28</b>              |

<sup>(1)</sup> Includes interfund transactions.

**City of Ankeny**  
**Utility Capital Projects Cash Balance Summary**  
**February 29, 2024**

| <b>Fund</b>                                | <b>Budget<br/>Number</b> | <b>Cash Balance<br/>July 1, 2023</b> | <b>Revenues</b>        | <b>Transfers<br/>In</b> | <b>Expenditures</b>     | <b>Transfers<br/>Out</b> | <b>Cash Balance<br/>February 29, 2024</b> |
|--------------------------------------------|--------------------------|--------------------------------------|------------------------|-------------------------|-------------------------|--------------------------|-------------------------------------------|
| Utility Fund Capital Projects:             |                          |                                      |                        |                         |                         |                          |                                           |
| Water Main Replacement                     | 610                      | \$ 1,577,814.78                      | \$ -                   | \$ -                    | \$ 334,117.67           | \$ -                     | \$ 1,243,697.11                           |
| Northwest Water Tower                      | 611                      | (439,540.00)                         | -                      | -                       | 75,501.28               | -                        | (515,041.28)                              |
| SE Magazine Storage Tank Repaint           | 612                      | 50,000.00                            | -                      | -                       | 7,175.00                | -                        | 42,825.00                                 |
| North Ankeny Blvd Water Main               | 614                      | 22,748.79                            | -                      | -                       | -                       | -                        | 22,748.79                                 |
| NE 36th St & NE 38th St Water Main Loop    | 618                      | 240,563.25                           | -                      | -                       | 178,448.00              | -                        | 62,115.25                                 |
| 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                      | 111,891.56                           | -                      | -                       | -                       | -                        | 111,891.56                                |
| SW Irvinedale Dr Transmission Main-Ph 3    | 623                      | (14,877.41)                          | -                      | -                       | 75,538.55               | -                        | (90,415.96)                               |
| NW Irvinedale Water Main-Trestle to 36th   | 628                      | 100,000.00                           | -                      | -                       | -                       | -                        | 100,000.00                                |
| High Trestle Trail Transmission Main       | 629                      | (43,963.49)                          | 3,207,030.33           | -                       | 3,235,439.70            | -                        | (72,372.86)                               |
| Saylorville Feeder Main                    | 630                      | -                                    | -                      | -                       | 603,150.00              | -                        | (603,150.00)                              |
| Aquifer Storage Replacement #1             | 632                      | 339,622.35                           | -                      | -                       | 240,248.40              | -                        | 99,373.95                                 |
| S Ankeny Blvd Transmission Main            | 633                      | -                                    | 2,129,727.62           | -                       | 2,137,518.62            | -                        | (7,791.00)                                |
| NW 36th & NW Weigel Water Main             | 634                      | 22,084.91                            | -                      | -                       | -                       | -                        | 22,084.91                                 |
| High Trestle Trail Transmission-Phase 2    | 637                      | (374.00)                             | -                      | 374.00                  | -                       | -                        | -                                         |
| SE Delaware Grnd Storage Tank Repaint      | 638                      | 359,775.00                           | -                      | -                       | 255,906.34              | 374.00                   | 103,494.66                                |
| Sanitary Sewer Replacement                 | 650                      | 1,962,647.46                         | -                      | -                       | 265,169.65              | -                        | 1,697,477.81                              |
| Trestle Ridge Trunk Sewer Cost Share       | 651                      | 600,000.00                           | -                      | -                       | -                       | -                        | 600,000.00                                |
| West Outfall Relief Sewer                  | 652                      | 135,456.87                           | -                      | -                       | -                       | -                        | 135,456.87                                |
| Otter Creek Trunk Sewer-Phase 4            | 655                      | 236,589.72                           | -                      | -                       | 62,262.00               | -                        | 174,327.72                                |
| NE Crestmoor San Sewer Replacement         | 656                      | 511,010.01                           | -                      | -                       | 482,188.95              | -                        | 28,821.06                                 |
| Otter Creek Trunk Sewer Extension          | 657                      | 416,786.18                           | -                      | -                       | -                       | -                        | 416,786.18                                |
| SE 3rd Trunk Swr Ext-SE Grant to SE Sharon | 658                      | 405,125.96                           | -                      | -                       | 424,047.95              | -                        | (18,921.99)                               |
| NW Northlawn Area Sanitary Swr Improve     | 659                      | 37,741.72                            | -                      | -                       | -                       | -                        | 37,741.72                                 |
| Four Mile Creek Trunk Sewer                | 660                      | 2,783,603.66                         | -                      | -                       | 1,786,756.12            | -                        | 996,847.54                                |
| Deer Creek Trunk Sewer                     | 661                      | 475,253.92                           | -                      | -                       | -                       | -                        | 475,253.92                                |
| Storm Sewer Replacement                    | 680                      | 750,322.13                           | -                      | -                       | 136,063.10              | -                        | 614,259.03                                |
| SE Creekview Drive Wetland                 | 683                      | (2,500.00)                           | -                      | -                       | 870.00                  | -                        | (3,370.00)                                |
| Westwinds Storm Sewer Extension            | 685                      | 218,904.67                           | -                      | -                       | 222,106.78              | -                        | (3,202.11)                                |
| High Trestle Trail Channel Stab. - Phase 1 | 688                      | 109,768.50                           | -                      | -                       | 57,926.76               | -                        | 51,841.74                                 |
| 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                      | 42,375.01                            | -                      | -                       | 646.76                  | -                        | 41,728.25                                 |
| SE 3rd Street Storm Sewer Improvements     | 695                      | 739,228.14                           | -                      | -                       | 469,798.58              | -                        | 269,429.56                                |
| Tributary to Four Mile Creek Stabilization | 696                      | 97,108.60                            | -                      | -                       | 3,080.99                | -                        | 94,027.61                                 |
| Total Utility Fund Capital Projects        |                          | <u>\$ 13,057,074.43</u>              | <u>\$ 5,336,757.95</u> | <u>\$ 374.00</u>        | <u>\$ 11,053,961.20</u> | <u>\$ 374.00</u>         | <u>\$ 7,339,871.18</u>                    |

# City of Ankeny

## Capital Projects Cash Balance Summary

### February 29, 2024

| Fund                                        | Budget<br>Number | Cash Balance<br>July 1, 2023 | Revenues        | Transfers<br>In | Expenditures     | Transfers<br>Out | Cash Balance<br>February 29, 2024 |
|---------------------------------------------|------------------|------------------------------|-----------------|-----------------|------------------|------------------|-----------------------------------|
| Capital Project Funds:                      |                  |                              |                 |                 |                  |                  |                                   |
| PRSC Tennis Courts Overlay                  | 882              | \$ 360,000.00                | \$ -            | \$ -            | \$ -             | \$ -             | \$ 360,000.00                     |
| NW State St Extension Preliminary Design    | 885              | 402,880.86                   | -               | -               | 349,969.60       | -                | 52,911.26                         |
| S Anky Blvd Imprv-SE Pete to 1st Street     | 886              | 175,255.17                   | -               | -               | 377,256.60       | -                | (202,001.43)                      |
| SW Magazine & SW State Intersection         | 887              | 60,000.00                    | -               | -               | 49,278.25        | -                | 10,721.75                         |
| Fiber Optic Network Upgrade                 | 888              | 200,000.00                   | -               | -               | 115,376.89       | -                | 84,623.11                         |
| SE Corp Woods & SE Crosswinds Traffic       | 889              | 40,000.00                    | -               | -               | 36,738.00        | -                | 3,262.00                          |
| NE 62nd RBC Culvert for 4 Mile Creek        | 892              | 75,000.00                    | -               | -               | 52,802.03        | -                | 22,197.97                         |
| NW 36th & NW Weigel Asphalt Overlays        | 895              | 200,746.13                   | -               | -               | 142,611.06       | -                | 58,135.07                         |
| NE 36th Reconstruction-I-35 to Four Mile    | 896              | (463,337.87)                 | -               | -               | 899,558.17       | -                | (1,362,896.04)                    |
| Des Moines Street Parks Development         | 897              | 2,467,163.96                 | -               | -               | 466,187.05       | -                | 2,000,976.91                      |
| HTT Trailhead Restroom & Amenities          | 898              | 60,000.00                    | -               | -               | 135,000.00       | -                | (75,000.00)                       |
| BAN/Bond Activity                           | 900              | 916,959.10                   | 913,887.93      | -               | 49,207.21        | -                | 1,781,639.82                      |
| Fire Station No. 4                          | 901              | 825,827.79                   | -               | -               | 275,395.42       | -                | 550,432.37                        |
| Lakeside Center Repurposing                 | 903              | 315,000.00                   | -               | -               | -                | -                | 315,000.00                        |
| Senior Center                               | 905              | 422,241.34                   | 100,000.00      | -               | 16,211.68        | -                | 506,029.66                        |
| Public Works Winter Ops Satellite Facility  | 907              | 90,000.00                    | -               | -               | -                | -                | 90,000.00                         |
| SE Hulsizer Road Realignment                | 908              | 19,921.96                    | -               | -               | 154,800.00       | -                | (134,878.04)                      |
| NW Irvinedale/NW 18th St Turn Lane          | 910              | 51,500.00                    | -               | -               | -                | -                | 51,500.00                         |
| N Ankeny Blvd & 18th St Int Improvements    | 913              | 159,660.70                   | -               | -               | 513,701.93       | -                | (354,041.23)                      |
| Park Maintenance Facility Renovation        | 914              | 9,902.00                     | -               | -               | -                | -                | 9,902.00                          |
| Pavement Preservation Program               | 915              | (70,937.05)                  | -               | -               | 4,172.75         | -                | (75,109.80)                       |
| Annual Street Replacement Program           | 916              | 1,836,677.75                 | -               | -               | 1,148,222.62     | -                | 688,455.13                        |
| Elementary Schools Walkability Imprvmts     | 917              | (35,502.00)                  | -               | -               | 148,185.86       | -                | (183,687.86)                      |
| Prairie Ridge Sports Complex                | 920              | 68,299.02                    | -               | -               | 14,427.25        | -                | 53,871.77                         |
| NW Irvinedale & NW 18th Inters Imprvmts     | 922              | 93,403.50                    | -               | -               | 62,137.75        | -                | 31,265.75                         |
| NE Frisk Dr Bridge Over Deer Creek          | 924              | 90,000.00                    | -               | -               | 90,000.00        | -                | -                                 |
| Miracle Field                               | 925              | 49,215.10                    | -               | -               | 2,793.63         | -                | 46,421.47                         |
| Community Entrance Signage                  | 927              | 48,554.20                    | -               | -               | -                | -                | 48,554.20                         |
| Library                                     | 928              | 103,522.58                   | -               | -               | -                | -                | 103,522.58                        |
| SW Oralabor & SW Edgewood Intersection      | 929              | 50,000.00                    | -               | -               | -                | -                | 50,000.00                         |
| Public Facility Improvements                | 930              | 19,156.54                    | -               | -               | -                | -                | 19,156.54                         |
| PRSC-Softball Bleacher Canopies             | 931              | 2,452.18                     | -               | -               | -                | -                | 2,452.18                          |
| Cherry Glen Ballfield                       | 933              | 151,084.70                   | -               | -               | 188,009.69       | 668.72           | (37,593.71)                       |
| NW 36th & NW State Interim Improvements     | 935              | (59,743.47)                  | -               | -               | -                | -                | (59,743.47)                       |
| Annual Sidewalks/Trails                     | 936              | 322,670.25                   | -               | -               | 339,764.05       | -                | (17,093.80)                       |
| Older Parks Renovation                      | 937              | 86,980.19                    | -               | -               | -                | -                | 86,980.19                         |
| High Trestle Trail Extension                | 938              | (1,621,992.61)               | 59,753.00       | -               | 78,734.86        | -                | (1,640,974.47)                    |
| NE 54 Street Bridge & Trail                 | 945              | (228,478.11)                 | 88,852.31       | -               | -                | -                | (139,625.80)                      |
| I35 & Corp Woods Interchange Report         | 946              | 50,000.00                    | -               | -               | -                | -                | 50,000.00                         |
| N Ankeny Blvd Imprvmnts - 1st St to 11th St | 949              | 250,000.00                   | -               | -               | 250,402.89       | -                | (402.89)                          |
| Asphalt Street Resurfacing                  | 950              | 708,754.25                   | -               | -               | 383,731.72       | -                | 325,022.53                        |
| E 1st/I-35 Interchange Improvements         | 951              | 1,111,569.00                 | -               | -               | 666,666.66       | -                | 444,902.34                        |
| NW 18th Recon-NW Ash to N Anky Blvd         | 953              | 4,270,439.92                 | 47,680.00       | -               | 3,963,759.18     | -                | 354,360.74                        |
| NE Four Mile Drive RCB Culvert              | 955              | 190,327.93                   | 70,792.00       | -               | -                | -                | 261,119.93                        |
| Rock Creek Trail & Native Plantings         | 957              | 4,718.85                     | -               | -               | 51,060.50        | -                | (46,341.65)                       |
| NW 18th St Extension-Weigel to Spruce       | 959              | 783,047.90                   | 31,465.50       | -               | 196,348.67       | -                | 618,164.73                        |
| Street Patching Program                     | 963              | 1,291,913.53                 | 3,375.60        | -               | 757,411.04       | -                | 537,878.09                        |
| Traffic Signalization                       | 965              | 1,741,077.73                 | -               | -               | 785,463.16       | -                | 955,614.57                        |
| NW 26th Street Widening                     | 967              | 250,000.00                   | -               | -               | -                | -                | 250,000.00                        |
| SW State St Recon-SW Ordinance to W 1st     | 968              | 1,765,148.18                 | -               | -               | 1,394,977.44     | -                | 370,170.74                        |
| E 1st Widening-Frisk to Four Mile           | 969              | 26,500.00                    | -               | -               | -                | -                | 26,500.00                         |
| W 1st Widening & Improvements-Phase 1       | 970              | (449,119.94)                 | -               | -               | 189,390.93       | -                | (638,510.87)                      |
| Park Development                            | 973              | 469,143.42                   | 7,700.00        | 668.72          | 365,051.00       | -                | 112,461.14                        |
| Park Land Acquisition                       | 974              | 81,688.18                    | -               | -               | -                | -                | 81,688.18                         |
| Uptown Parking Improvements                 | 975              | 373,440.00                   | -               | -               | 201,233.04       | -                | 172,206.96                        |
| Prairie Trail Public Improvements           | 977              | 4,818,149.83                 | -               | -               | -                | -                | 4,818,149.83                      |
| NE Delaware Reconstruction 5th-18th         | 979              | 2,574,615.20                 | 3,117,634.43    | -               | 4,109,570.35     | -                | 1,582,679.28                      |
| S Ankeny & Magazine Safety                  | 982              | (106,009.17)                 | -               | -               | 897.00           | -                | (106,906.17)                      |
| SE Crosswinds/SE 77th Improvements          | 983              | (2,391,441.09)               | 2,758,811.74    | -               | 367,370.66       | -                | (0.01)                            |
| PRSC Parking Lot Improvements               | 987              | 90,667.00                    | -               | -               | -                | -                | 90,667.00                         |
| Oralabor & State Street Overpass            | 988              | (34,410.76)                  | -               | -               | -                | -                | (34,410.76)                       |
| High Trestle Trail Trailhead & Pkg Lot      | 989              | 74,205.79                    | -               | -               | 4,351.49         | -                | 69,854.30                         |
| High Trestle Trail Experience Park          | 990              | 665,691.25                   | -               | -               | 3,627.50         | -                | 662,063.75                        |
| NW 36th Widening from Ash to Ankeny Blvd    | 992              | 981,790.48                   | -               | -               | 1,077,692.43     | -                | (95,901.95)                       |
| SE Delaware Widening                        | 993              | 30,981.93                    | -               | -               | 79,398.02        | -                | (48,416.09)                       |
| Street/Sidewalk Oversizing                  | 995              | 34,619.72                    | -               | -               | 32,782.00        | -                | 1,837.72                          |
| Capital Projects Reserve                    | 997              | 6,916,103.39                 | -               | -               | -                | -                | 6,916,103.39                      |
| SW Oralabor & State Safety Improvements     | 998              | 1,762,112.94                 | -               | -               | 1,980,247.22     | -                | (218,134.28)                      |
| Total Non Utility Fund Capital Projects     |                  | \$ 35,629,809.37             | \$ 7,199,952.51 | \$ 668.72       | \$ 22,571,975.25 | \$ 668.72        | \$ 20,257,786.63                  |

**City of Ankeny**  
**Revenue Summary by Fund**  
**February 29, 2024**

| <b>Fund</b>                              | <b>Budget Number</b> | <b>2021-22 Actual</b>    | <b>2022-23 Actual</b>    | <b>2023-24 Budget</b>    | <b>As of February 29, 2024</b> | <b>Variance</b>           | <b>Percent <sup>(2)</sup></b> |
|------------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------------|---------------------------|-------------------------------|
| General:                                 |                      |                          |                          |                          |                                |                           |                               |
| General                                  | 100                  | \$ 40,677,426.76         | \$ 44,806,791.52         | \$ 45,242,433.00         | \$ 29,378,917.80               | \$ (15,863,515.20)        | 64.94%                        |
| Hotel/Motel Tax                          | 233                  | 2,664.51                 | 19,235.10                | 6,000.00                 | -                              | (6,000.00)                | 0.00%                         |
| Special Revenue:                         |                      |                          |                          |                          |                                |                           |                               |
| Fire Gift                                | 220                  | 2,439                    | 6,536                    | 5,300.00                 | 1,215.00                       | (4,085.00)                | 22.92%                        |
| Hawkeye Park Player Fees                 | 240                  | 9,378.03                 | 7,641.94                 | 10,400.00                | 2,895.00                       | (7,505.00)                | 27.84%                        |
| Police Gift                              | 250                  | 4,209.82                 | 4,073.60                 | 4,100.00                 | 14,995.00                      | 10,895.00                 | 365.73%                       |
| Road Use Tax                             | 260                  | 9,074,922.97             | 9,577,651.33             | 8,935,310.00             | 6,411,586.61                   | (2,523,723.39)            | 71.76%                        |
| Police Seizure                           | 270                  | 12,434.91                | 22,100.89                | 6,800.00                 | 4,063.20                       | (2,736.80)                | 59.75%                        |
| Tax Increment Financing                  | 280                  | 9,148,707.02             | 10,056,491.47            | 10,399,833.00            | 6,298,163.96                   | (4,101,669.04)            | 60.56%                        |
| Police and Fire Retirement               | 290                  | 2,393,282.25             | 2,546,782.13             | 2,662,549.00             | 1,412,616.74                   | (1,249,932.26)            | 53.06%                        |
| Landfill Post-Closure                    | 295                  | 124.62                   | 1,896.90                 | 800.00                   | -                              | (800.00)                  | 0.00%                         |
| Friends of the Ankeny Library            | 430                  | 47,841.33                | 44,723.83                | 46,700.00                | 29,145.93                      | (17,554.07)               | 62.41%                        |
| Park Dedication                          | 440                  | 30,723.29                | 47,100.34                | 5,000.00                 | -                              | (5,000.00)                | 0.00%                         |
| Sports Complex Foundation                | 445                  | 15,875.92                | 17,604.74                | 14,000.00                | 14,550.00                      | 550.00                    | 103.93%                       |
| Ankeny Garden Club                       | 446                  | 1,449.54                 | 1,592.45                 | 1,420.00                 | 1,650.00                       | 230.00                    | 116.20%                       |
| Miracle Park Fund                        | 448                  | 10,853.15                | 8,517.47                 | 5,600.00                 | 3,209.20                       | (2,390.80)                | 57.31%                        |
| Dog Park Trust Fund                      | 449                  | 333.93                   | 767.55                   | -                        | -                              | -                         |                               |
| P&R Scholarship Fund                     | 450                  | -                        | 27,173.90                | -                        | -                              | -                         |                               |
| Civic Trust Fund                         | 484                  | 186,464.14               | -                        | -                        | 17,267.92                      | 17,267.92                 |                               |
| Debt Service                             | 300                  | 29,364,984.36            | 15,102,496.15            | 15,497,792.00            | 8,248,167.52                   | (7,249,624.48)            | 53.22%                        |
| Enterprise:                              |                      |                          |                          |                          |                                |                           |                               |
| Solid Waste                              | 500                  | 1,183,182.09             | 1,363,021.03             | 1,475,000.00             | 952,400.68                     | (522,599.32)              | 64.57%                        |
| Utility Deposits                         | 505                  | 201,802.31               | 190,642.85               | 217,000.00               | 134,791.61                     | (82,208.39)               | 62.12%                        |
| Water Operations                         | 510                  | 18,128,905.67            | 19,545,481.82            | 21,619,504.00            | 15,470,399.62                  | (6,149,104.38)            | 71.56%                        |
| Water Improvement                        | 520                  | -                        | -                        | -                        | -                              | -                         |                               |
| Water Sinking                            | 530                  | -                        | -                        | -                        | -                              | -                         |                               |
| Sewer Operations                         | 550                  | 17,758,873.85            | 17,085,080.35            | 16,854,119.00            | 11,726,498.70                  | (5,127,620.30)            | 69.58%                        |
| Sewer Improvement                        | 560                  | -                        | -                        | -                        | -                              | -                         |                               |
| Sewer Sinking                            | 570                  | -                        | -                        | -                        | -                              | -                         |                               |
| Storm Water                              | 580                  | 3,413,386.00             | 3,671,742.25             | 3,643,814.00             | 2,411,809.84                   | (1,232,004.16)            | 66.19%                        |
| Golf Course                              | 590                  | 2,224,378.94             | 2,573,720.83             | 1,934,000.00             | 1,445,075.71                   | (488,924.29)              | 74.72%                        |
| Capital Project:                         |                      |                          |                          |                          |                                |                           |                               |
| Utility Fund Capital Projects            | 6**                  | 6,578,382.26             | 3,393,193.39             | 7,845,000.00             | 5,336,757.95                   | (2,508,242.05)            | 68.03%                        |
| Special Assessments                      | 8**                  | -                        | 277,157.71               | -                        | 479,689.00                     | 479,689.00                |                               |
| Capital Projects                         | 9**                  | 25,146,661.48            | 15,806,305.27            | 22,337,913.00            | 7,199,952.51                   | (15,137,960.49)           | 32.23%                        |
| <b>Total Budgeted Revenues</b>           |                      | <b>\$ 165,619,688.54</b> | <b>\$ 146,205,522.84</b> | <b>\$ 158,770,387.00</b> | <b>\$ 96,995,819.50</b>        | <b>\$ (61,774,567.50)</b> | <b>61.09%</b>                 |
| Internal Service:                        |                      |                          |                          |                          |                                |                           |                               |
| Revolving                                | 710                  | \$ 1,343,470.86          | \$ 1,472,271.23          | \$ 1,789,570.00          | \$ 943,692.60                  | \$ (845,877.40)           | 52.73%                        |
| Risk Management                          | 720                  | 1,280,848.03             | 2,354,386.64             | 1,498,000.00             | 1,535,469.13                   | 37,469.13                 | 102.50%                       |
| Health Insurance                         | 730                  | 4,805,782.88             | 5,394,634.32             | 5,215,000.00             | 3,715,310.09                   | (1,499,689.91)            | 71.24%                        |
| Sustainability Revolving Loan            | 770                  | 1,370.00                 | 1,230.73                 | 200.00                   | -                              | (200.00)                  | 0.00%                         |
| Economic Development Revolving           | 780                  | 14,421.21                | 8,726.69                 | 4,600.00                 | 2,600.00                       | (2,000.00)                | 56.52%                        |
| Equipment Reserve                        | 790                  | 135,059.94               | 134,122.32               | 303,385.00               | 66,852.42                      | (236,532.58)              | 22.04%                        |
| <b>Total Unbudgeted Revenues</b>         |                      | <b>\$ 7,580,952.92</b>   | <b>\$ 9,365,371.93</b>   | <b>\$ 8,810,755.00</b>   | <b>\$ 6,263,924.24</b>         | <b>\$ (2,546,830.76)</b>  | <b>71.09%</b>                 |
| <b>Total All Revenues <sup>(1)</sup></b> |                      | <b>\$ 173,200,641.46</b> | <b>\$ 155,570,894.77</b> | <b>\$ 167,581,142.00</b> | <b>\$ 103,259,743.74</b>       | <b>\$ (64,321,398.26)</b> | <b>61.62%</b>                 |

<sup>(1)</sup> Includes interfund transactions.

<sup>(2)</sup> February is 66.7% of the fiscal year.

**City of Ankeny**  
**Expenditure Summary by Fund**  
**February 29, 2024**

| <b>Fund</b>                                  | <b>Budget Number</b> | <b>2021-22 Actual</b>    | <b>2022-23 Actual</b>    | <b>2023-24 Budget</b>    | <b>As of February 29, 2024</b> | <b>Variance</b>           | <b>Percent <sup>(2)</sup></b> |
|----------------------------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------------|---------------------------|-------------------------------|
| General:                                     |                      |                          |                          |                          |                                |                           |                               |
| General                                      | 100                  | \$ 35,445,204.86         | \$ 39,926,831.86         | \$ 45,575,192.00         | \$ 28,074,979.31               | \$ (17,500,212.69)        | 61.60%                        |
| Hotel/Motel Tax                              | 233                  | 1,092,757.61             | 1,366,279.13             | 1,382,289.00             | 873,543.98                     | (508,745.02)              | 63.20%                        |
| Special Revenue:                             |                      |                          |                          |                          |                                |                           |                               |
| Fire Gift                                    | 220                  | 280                      | 324                      | 5,000.00                 | -                              | (5,000.00)                | 0.00%                         |
| Hawkeye Park Player Fees                     | 240                  | -                        | 17,434.00                | 22,120.00                | 12,822.20                      | (9,297.80)                | 57.97%                        |
| Police Gift                                  | 250                  | -                        | 3,932.94                 | 4,000.00                 | 10,888.83                      | 6,888.83                  | 272.22%                       |
| Road Use Tax                                 | 260                  | 6,309,244.00             | 6,546,030.24             | 9,745,582.00             | 6,172,094.81                   | (3,573,487.19)            | 63.33%                        |
| Police Seizure                               | 270                  | 9,710.60                 | 4,700.15                 | 39,900.00                | 34,440.14                      | (5,459.86)                | 86.32%                        |
| Tax Increment Financing                      | 280                  | 1,974,910.00             | 2,565,008.00             | 2,804,559.00             | 100,904.00                     | (2,703,655.00)            | 3.60%                         |
| Police and Fire Retirement                   | 290                  | 2,580,774.17             | 2,727,388.46             | 2,839,551.00             | 1,726,254.49                   | (1,113,296.51)            | 60.79%                        |
| Landfill Post-Closure                        | 295                  | -                        | -                        | -                        | -                              | -                         |                               |
| Friends of the Ankeny Library                | 430                  | 41,770.78                | 46,895.73                | 46,000.00                | 37,566.49                      | (8,433.51)                | 81.67%                        |
| Park Dedication                              | 440                  | -                        | -                        | -                        | -                              | -                         |                               |
| Sports Complex Foundation                    | 445                  | -                        | -                        | -                        | -                              | -                         |                               |
| Ankeny Garden Club                           | 446                  | 3,640.00                 | -                        | 1,000.00                 | -                              | (1,000.00)                | 0.00%                         |
| Miracle Park Fund                            | 448                  | -                        | 320.00                   | 10,000.00                | 630.94                         | (9,369.06)                | 6.31%                         |
| Dog Park Trust Fund                          | 449                  | -                        | -                        | -                        | -                              | -                         |                               |
| P&R Scholarship Fund                         | 450                  | -                        | -                        | 5,000.00                 | 291.75                         | (4,708.25)                | 5.84%                         |
| Civic Trust Fund                             | 484                  | -                        | -                        | -                        | -                              | -                         |                               |
| Debt Service                                 | 300                  | 38,022,650.42            | 24,205,486.24            | 25,028,489.00            | 2,267,800.72                   | (22,760,688.28)           | 9.06%                         |
| Enterprise:                                  |                      |                          |                          |                          |                                |                           |                               |
| Solid Waste                                  | 500                  | 1,310,972.54             | 1,059,080.77             | 1,483,821.00             | 934,533.90                     | (549,287.10)              | 62.98%                        |
| Utility Deposits                             | 505                  | 155,535.00               | 168,900.00               | 183,000.00               | 112,175.00                     | (70,825.00)               | 61.30%                        |
| Water Operations                             | 510                  | 13,866,790.86            | 12,631,530.53            | 26,151,282.00            | 9,330,812.28                   | (16,820,469.72)           | 35.68%                        |
| Water Improvement                            | 520                  | -                        | -                        | -                        | -                              | -                         |                               |
| Water Sinking                                | 530                  | 5,273,795.42             | 1,592,286.76             | 2,207,538.00             | 284,819.41                     | (1,922,718.59)            | 12.90%                        |
| Sewer Operations                             | 550                  | 9,250,821.92             | 12,735,377.06            | 9,475,151.00             | 6,928,812.87                   | (2,546,338.13)            | 73.13%                        |
| Sewer Improvement                            | 560                  | -                        | -                        | -                        | -                              | -                         |                               |
| Sewer Sinking                                | 570                  | 4,076,287.50             | -                        | -                        | -                              | -                         |                               |
| Storm Water                                  | 580                  | 836,450.19               | 1,100,902.52             | 1,194,213.00             | 736,858.75                     | (457,354.25)              | 61.70%                        |
| Golf Course                                  | 590                  | 1,755,171.77             | 2,026,266.39             | 2,340,137.00             | 1,406,826.94                   | (933,310.06)              | 60.12%                        |
| Capital Project:                             |                      |                          |                          |                          |                                |                           |                               |
| Utility Fund Capital Projects                | 6**                  | 7,997,584.72             | 12,985,502.97            | 21,125,273.00            | 11,053,961.20                  | (10,071,311.80)           | 52.33%                        |
| Special Assessments                          | 8**                  | -                        | -                        | -                        | -                              | -                         |                               |
| Capital Projects                             | 9**                  | 23,595,037.43            | 31,599,841.94            | 30,775,398.00            | 22,571,975.25                  | (8,203,422.75)            | 73.34%                        |
| <b>Total Budgeted Expenditures</b>           |                      | <b>\$ 153,599,389.99</b> | <b>\$ 153,310,319.69</b> | <b>\$ 182,444,495.00</b> | <b>\$ 92,672,993.26</b>        | <b>\$ (89,771,501.74)</b> | <b>50.80%</b>                 |
| Internal Service:                            |                      |                          |                          |                          |                                |                           |                               |
| Revolving                                    | 710                  | \$ 1,364,108.72          | \$ 1,423,273.57          | \$ 1,789,570.00          | \$ 920,678.54                  | \$ (868,891.46)           | 51.45%                        |
| Risk Management                              | 720                  | 1,250,301.56             | 2,582,375.66             | 1,498,000.00             | 1,188,206.45                   | (309,793.55)              | 79.32%                        |
| Health Insurance                             | 730                  | 4,771,845.17             | 5,446,642.56             | 5,583,000.00             | 3,442,439.43                   | (2,140,560.57)            | 61.66%                        |
| Sustainability Revolving Loan                | 770                  | -                        | -                        | -                        | -                              | -                         |                               |
| Economic Development Revolving               | 780                  | -                        | -                        | -                        | -                              | -                         |                               |
| Equipment Reserve                            | 790                  | 48,362.00                | 471,067.10               | 1,480,880.00             | -                              | (1,480,880.00)            | 0.00%                         |
| <b>Total Unbudgeted Expenditures</b>         |                      | <b>\$ 7,434,617.45</b>   | <b>\$ 9,923,358.89</b>   | <b>\$ 10,351,450.00</b>  | <b>\$ 5,551,324.42</b>         | <b>\$ (4,800,125.58)</b>  | <b>53.63%</b>                 |
| <b>Total All Expenditures <sup>(1)</sup></b> |                      | <b>\$ 161,034,007.44</b> | <b>\$ 163,233,678.58</b> | <b>\$ 192,795,945.00</b> | <b>\$ 98,224,317.68</b>        | <b>\$ (94,571,627.32)</b> | <b>50.95%</b>                 |

<sup>(1)</sup> Includes interfund transactions.

<sup>(2)</sup> February is 66.7% of the fiscal year.

**City of Ankeny**  
**Major Operating Funds**  
**Detailed Revenue Summary**  
**February 29, 2024**

|                                      | 2021-22<br>Actual | 2022-23<br>Actual | 2023-24<br>Budget | As of<br>February 29, 2024 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|--------------------------------------|-------------------|-------------------|-------------------|----------------------------|------------------------|------------------------|
| <b>General Fund:</b>                 |                   |                   |                   |                            |                        |                        |
| Property Tax:                        |                   |                   |                   |                            |                        |                        |
| General Property Tax                 | \$ 25,054,492     | \$ 27,322,028     | \$ 28,854,508     | \$ 15,373,300              | \$ (13,481,208)        | 53.28%                 |
| Ag Land Tax                          | 12,960            | 12,794            | 14,484            | 10,162                     | (4,322)                | 70.16%                 |
| Airport Authority Levy               | 621,186           | 651,414           | 683,324           | 364,071                    | (319,253)              | 53.28%                 |
| Subtotal                             | \$ 25,688,638     | \$ 27,986,235     | \$ 29,552,316     | \$ 15,747,533              | \$ (13,804,783)        | 53.29%                 |
| Non-Property Taxes:                  |                   |                   |                   |                            |                        |                        |
| Hotel/Motel Tax                      | \$ 1,527,170      | \$ 2,119,476      | \$ 1,982,000      | \$ 1,736,763               | \$ (245,237)           | 87.63%                 |
| Mobile Home Tax                      | 16,026            | 16,515            | 15,300            | 12,271                     | (3,029)                | 80.20%                 |
| Utility Replacement Tax              | 188,001           | 200,301           | 201,691           | 99,628                     | (102,063)              | 49.40%                 |
| Utility Franchise Tax                | 1,600,494         | 1,785,485         | 1,419,000         | 1,141,902                  | (277,098)              | 80.47%                 |
| Cable TV Franchise Tax               | 250,135           | 218,635           | 216,000           | 139,055                    | (76,945)               | 64.38%                 |
| Subtotal                             | \$ 3,581,827      | \$ 4,340,413      | \$ 3,833,991      | \$ 3,129,619               | \$ (704,372)           | 81.63%                 |
| Licenses and Permits:                |                   |                   |                   |                            |                        |                        |
| Miscellaneous Licenses:              |                   |                   |                   |                            |                        |                        |
| Liquor Licenses                      | \$ 119,059        | \$ 67,462         | \$ 65,000         | \$ 83,392                  | \$ 18,392              | 128.30%                |
| Cigarette Permits                    | 6,050             | 5,375             | 5,000             | 475                        | (4,525)                | 9.50%                  |
| Solicitor Licenses                   | 8,870             | 9,015             | 7,000             | 2,845                      | (4,155)                | 40.64%                 |
| Miscellaneous Business Licenses      | 9,050             | 17,710            | 7,000             | 8,180                      | 1,180                  | 116.86%                |
| Garbage Licenses                     | 1,400             | 1,400             | 1,400             | 1,400                      | -                      | 100.00%                |
| Pet Licenses                         | 41,450            | 40,931            | 35,000            | 26,584                     | (8,416)                | 75.96%                 |
| Fire Permits                         | 5,113             | 17,180            | 3,000             | 8,550                      | 5,550                  | 285.00%                |
| Code Enforcement Licenses & Permits: |                   |                   |                   |                            |                        |                        |
| Alarm Permits                        | 12,410            | 13,195            | 14,000            | 8,450                      | (5,550)                | 60.36%                 |
| Building Permits                     | 2,069,033         | 1,820,542         | 1,262,000         | 839,358                    | (422,642)              | 66.51%                 |
| Electrical Permits                   | 173,295           | 170,372           | 103,000           | 81,536                     | (21,464)               | 79.16%                 |
| Heating Permits                      | 122,470           | 120,454           | 67,000            | 59,510                     | (7,490)                | 88.82%                 |
| Plumbing Permits                     | 128,084           | 135,380           | 92,000            | 42,345                     | (49,655)               | 46.03%                 |
| Driveway Permits                     | 16,680            | 13,615            | 6,000             | 6,695                      | 695                    | 111.58%                |
| Sidewalk Permits                     | 16,005            | 13,515            | 6,000             | 6,375                      | 375                    | 106.25%                |
| Moving/Demolition Permits            | 325               | 225               | 100               | 150                        | 50                     | 150.00%                |
| Fence & Oversize Permits             | 87,087            | 78,394            | 65,000            | 35,691                     | (29,309)               | 54.91%                 |
| Subtotal                             | \$ 2,816,381      | \$ 2,524,765      | \$ 1,738,500      | \$ 1,211,536               | \$ (526,964)           | 69.69%                 |
| Use of Money and Property:           |                   |                   |                   |                            |                        |                        |
| Interest                             | \$ 214,311        | \$ 2,103,263      | \$ 2,300,000      | \$ 4,031,748               | \$ 1,731,748           | 175.29%                |
| Commissions                          | 19,015            | 7,307             | 7,600             | 2,560                      | (5,040)                | 33.69%                 |
| Advertising                          | -                 | -                 | -                 | -                          | -                      | -                      |
| Leases                               | 43,632            | 46,078            | 46,062            | 55,136                     | 9,074                  | 119.70%                |
| Community Centers Rental             | 81,268            | 89,871            | 77,000            | 87,350                     | 10,350                 | 113.44%                |
| Park Shelter Rentals                 | 24,861            | 25,988            | 18,000            | 12,048                     | (5,953)                | 66.93%                 |
| Sports Complex Rentals               | 123,567           | 116,281           | 88,000            | 111,040                    | 23,040                 | 126.18%                |
| Aquatic Center Rentals               | 34,357            | 39,384            | 30,000            | 266                        | (29,734)               | 0.89%                  |
| Miscellaneous Rentals                | 27,584            | 84,782            | 11,000            | 58,085                     | 47,085                 | 528.05%                |
| Subtotal                             | \$ 568,595        | \$ 2,512,954      | \$ 2,577,662      | \$ 4,358,233               | \$ 1,780,571           | 169.08%                |
| Intergovernmental Revenue:           |                   |                   |                   |                            |                        |                        |
| Local:                               |                   |                   |                   |                            |                        |                        |
| Fire Protection                      | \$ 359,911        | \$ 225,340        | \$ 443,000        | \$ 556,007                 | \$ 113,007             | 125.51%                |
| School/Police Agreements             | 145,066           | 156,204           | 145,487           | 78,595                     | (66,892)               | 54.02%                 |
| County Library Contribution          | 150,776           | 185,284           | 185,284           | 120,774                    | (64,510)               | 65.18%                 |
| Other Local Contributions            | 42,900            | 54,244            | 68,000            | 71,175                     | 3,175                  | 104.67%                |
| State:                               |                   |                   |                   |                            |                        |                        |
| Commercial & Industrial Replacement  | 664,092           | 530,674           | 401,278           | 200,675                    | (200,603)              | 50.01%                 |
| Business Property Tax Credit         | -                 | -                 | 211,779           | 105,890                    | (105,889)              | 50.00%                 |
| Library Contribution                 | 31,060            | 28,987            | 28,987            | 26,085                     | (2,902)                | 89.99%                 |
| Miscellaneous Grants                 | 18,208            | -                 | -                 | -                          | -                      | -                      |
| Federal:                             |                   |                   |                   |                            |                        |                        |
| Public Safety Grants                 | 174,663           | 64,802            | 45,000            | 76,109                     | 31,109                 | 169.13%                |
| Subtotal                             | \$ 1,586,676      | \$ 1,245,535      | \$ 1,528,815      | \$ 1,235,310               | \$ (293,505)           | 80.80%                 |
| Service Charges:                     |                   |                   |                   |                            |                        |                        |
| Police and Fire:                     |                   |                   |                   |                            |                        |                        |
| Insurance Reports                    | \$ 8,643          | \$ 8,815          | \$ 9,000          | \$ 8,344                   | \$ (656)               | 92.71%                 |
| Fire/Ambulance Reports               | 140               | 130               | 200               | 60                         | (140)                  | 30.00%                 |
| False Alarm Fees                     | 1,975             | 2,200             | 4,000             | 600                        | (3,400)                | 15.00%                 |
| Ambulance Charges                    | 2,750,308         | 2,606,610         | 2,866,760         | 1,906,765                  | (959,995)              | 66.51%                 |
| Fingerprinting                       | 14,175            | 12,508            | 15,000            | 6,286                      | (8,714)                | 41.90%                 |
| Towing Surcharge                     | 1,920             | 2,340             | 2,000             | 1,610                      | (390)                  | 80.50%                 |
| Plan Review Fees                     | 40,435            | 23,300            | 15,000            | 4,950                      | (10,050)               | 33.00%                 |
| Parks and Recreation:                |                   |                   |                   |                            |                        |                        |
| Admissions                           | 590,141           | 611,737           | 496,000           | 425,268                    | (70,732)               | 85.74%                 |
| Season Passes                        | 476,049           | 492,194           | 463,000           | 76,639                     | (386,361)              | 16.55%                 |
| Special Population                   | 1,851             | -                 | -                 | -                          | -                      | -                      |
| Special Programs                     | 154,535           | 154,003           | 131,000           | 78,891                     | (52,109)               | 60.22%                 |
| Rec Programs - Tax Exempt            | 515,901           | 576,841           | 453,000           | 326,796                    | (126,204)              | 72.14%                 |
| Swimming Lessons                     | 125,497           | 131,018           | 112,000           | 7,827                      | (104,173)              | 6.99%                  |
| Dog Park Passes                      | 33,604            | 27,382            | 37,000            | 18,859                     | (18,141)               | 50.97%                 |

|                                         | 2021-22<br>Actual | 2022-23<br>Actual | 2023-24<br>Budget | As of<br>February 29, 2024 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|-----------------------------------------|-------------------|-------------------|-------------------|----------------------------|------------------------|------------------------|
| Housing and Subdivision:                |                   |                   |                   |                            |                        |                        |
| Housing Code                            | 101,200           | 93,094            | 64,000            | 64,794                     | 794                    | 101.24%                |
| Plan Review Fees                        | 508,062           | 339,534           | 249,000           | 117,894                    | (131,106)              | 47.35%                 |
| Site Plan Review                        | 18,300            | 15,300            | 8,000             | 8,360                      | 360                    | 104.50%                |
| Zoning                                  | 6,380             | 5,645             | 4,000             | 11,320                     | 7,320                  | 283.00%                |
| Subdivision Filing Fees                 | 14,640            | 7,980             | 4,000             | 7,275                      | 3,275                  | 181.88%                |
| Board of Adjustment Fees                | 3,120             | 3,720             | 2,000             | 1,490                      | (510)                  | 74.50%                 |
| Architect Review Board Fees             | 6,305             | 4,005             | 3,000             | 1,275                      | (1,725)                | 42.50%                 |
| Miscellaneous Service Charges:          |                   |                   |                   |                            |                        |                        |
| Information Systems - Enterprise Funds  | 340,235           | 333,771           | 410,946           | 201,708                    | (209,238)              | 49.08%                 |
| Animal Impound Fees                     | 3,680             | 3,353             | 7,000             | 2,093                      | (4,907)                | 29.90%                 |
| Copy Charges                            | 8,890             | 10,315            | 8,000             | 8,187                      | 187                    | 102.34%                |
| Miscellaneous Service Charges           | 11,700            | 10,595            | 9,000             | 12,870                     | 3,870                  | 143.00%                |
| Subtotal                                | \$ 5,737,685      | \$ 5,476,391      | \$ 5,372,906      | \$ 3,300,160               | \$ (2,072,746)         | 61.42%                 |
| Other Revenues:                         |                   |                   |                   |                            |                        |                        |
| Map Sales                               | \$ 30             | \$ 25             | \$ -              | \$ 30                      | \$ 30                  |                        |
| Sales/Salvages                          | 1,897             | 16,529            | 400               | 2,930                      | 2,530                  | 732.53%                |
| Concessions                             | 288,637           | 282,327           | 234,000           | 167,040                    | (66,960)               | 71.38%                 |
| Contributions-Private Sources           | -                 | 6,200             | -                 | 22,892                     | 22,892                 |                        |
| Program Sponsorships                    | 25,172            | 28,034            | 18,000            | 21,952                     | 3,952                  | 121.96%                |
| Refunds/Rebates                         | 14,592            | 1,880             | -                 | -                          | -                      |                        |
| Prairie Ridge Maint Reimb               | 241,132           | 206,277           | 265,843           | 103,294                    | (162,549)              | 38.86%                 |
| Roadway Signage Reimb                   | 6,625             | 16,385            | -                 | -                          | -                      |                        |
| Police OT Reimb                         | 18,229            | 11,936            | 12,000            | 16,020                     | 4,020                  | 133.50%                |
| Court Fines                             | 49,968            | 83,247            | 78,000            | 24,079                     | (53,921)               | 30.87%                 |
| Library Fines                           | 20,924            | 19,374            | 20,000            | 11,140                     | (8,860)                | 55.70%                 |
| Miscellaneous Library Revenues          | 7,846             | 7,046             | 6,000             | 10,590                     | 4,590                  | 176.50%                |
| Miscellaneous Revenues                  | 20,529            | 40,191            | 4,000             | 16,140                     | 12,140                 | 403.49%                |
| Overages/Shortages                      | 2,045             | 1,048             | -                 | 419                        | 419                    |                        |
| Subtotal                                | \$ 697,625        | \$ 720,498        | \$ 638,243        | \$ 396,526                 | \$ (241,717)           | 62.13%                 |
| Fund Total                              | \$ 40,677,427     | \$ 44,806,792     | \$ 45,242,433     | \$ 29,378,918              | \$ (15,863,515)        | 64.94%                 |
| <b>Hotel/Motel Tax Fund</b>             |                   |                   |                   |                            |                        |                        |
| Other Revenue:                          |                   |                   |                   |                            |                        |                        |
| Interest                                | \$ 665            | \$ 17,235         | \$ 6,000          | \$ -                       | \$ (6,000)             | 0.00%                  |
| Refunds/Reimbursements                  | 2,000             | 2,000             | -                 | -                          | -                      |                        |
| Fund Total                              | \$ 2,665          | \$ 19,235         | \$ 6,000          | \$ -                       | \$ (6,000)             | 0.00%                  |
| <b>Road Use Tax Fund:</b>               |                   |                   |                   |                            |                        |                        |
| Intergovernmental Revenue:              |                   |                   |                   |                            |                        |                        |
| Road Use Taxes                          | \$ 9,052,931      | \$ 9,343,167      | \$ 8,825,310      | \$ 6,407,498               | \$ (2,417,812)         | 72.60%                 |
| Interest                                | 12,651            | 227,038           | 105,000           | -                          | (105,000)              | 0.00%                  |
| Grants                                  | 4,735             | -                 | -                 | -                          | -                      |                        |
| Salvage Sales                           | 4,006             | 2,263             | -                 | 1,298                      | 1,298                  |                        |
| Refunds                                 | 600               | 4,204             | 5,000             | 1,026                      | (3,974)                | 20.51%                 |
| Reimbursements                          | -                 | 979               | -                 | 1,765                      | 1,765                  |                        |
| Fund Total                              | \$ 9,074,923      | \$ 9,577,651      | \$ 8,935,310      | \$ 6,411,587               | \$ (2,523,723)         | 71.76%                 |
| <b>Tax Increment Financing Fund:</b>    |                   |                   |                   |                            |                        |                        |
| Property Tax:                           |                   |                   |                   |                            |                        |                        |
| TIF District Urban Renewal I            | \$ 8,365,424      | \$ 8,990,643      | \$ 9,337,444      | \$ 4,940,689               | \$ (4,396,755)         | 52.91%                 |
| TIF District Urban Renewal II           | 364,061           | 483,107           | 567,684           | 333,811                    | (233,873)              | 58.80%                 |
| TIF District Urban Renewal III          | 389,846           | 416,756           | 433,705           | 483,811                    | 50,106                 | 111.55%                |
| Use of Money and Property:              |                   |                   |                   |                            |                        |                        |
| Interest                                | 8,043             | 165,985           | 61,000            | -                          | (61,000)               | 0.00%                  |
| Other Reimbursements                    | 21,333            | -                 | -                 | 539,853                    | 539,853                |                        |
| Fund Total                              | \$ 9,148,707      | \$ 10,056,491     | \$ 10,399,833     | \$ 6,298,164               | \$ (4,101,669)         | 60.56%                 |
| <b>Police and Fire Retirement Fund:</b> |                   |                   |                   |                            |                        |                        |
| Property Tax:                           |                   |                   |                   |                            |                        |                        |
| General Property Tax                    | \$ 2,277,681      | \$ 2,442,175      | \$ 2,558,395      | \$ 1,363,103               | \$ (1,195,292)         | 53.28%                 |
| Non-property Taxes:                     |                   |                   |                   |                            |                        |                        |
| Mobile Home Tax                         | 1,422             | 1,442             | 1,000             | 1,058                      | 58                     | 105.76%                |
| Utility Replacement Tax                 | 16,678            | 17,487            | 17,469            | 8,629                      | (8,840)                | 49.40%                 |
| Intergovernmental Revenue:              |                   |                   |                   |                            |                        |                        |
| Commercial & Industrial Replacement     | 58,911            | 46,307            | 34,756            | 17,373                     | (17,383)               | 49.99%                 |
| Grants                                  | 11,605            | -                 | -                 | -                          | -                      |                        |
| School Police Agreements                | 26,036            | 26,824            | 26,586            | 13,282                     | (13,304)               | 49.96%                 |
| Business Property Tax Credit            | -                 | -                 | 18,343            | 9,172                      | (9,171)                | 50.00%                 |
| Use of Money and Property:              |                   |                   |                   |                            |                        |                        |
| Interest                                | 950               | 6,250             | 6,000             | -                          | (6,000)                | 0.00%                  |
| Other Revenue:                          |                   |                   |                   |                            |                        |                        |
| Refunds/Reimbursements/Rebates          | -                 | 6,297             | -                 | -                          | -                      |                        |
| Fund Total                              | \$ 2,393,282      | \$ 2,546,782      | \$ 2,662,549      | \$ 1,412,617               | \$ (1,249,932)         | 53.06%                 |
| <b>Debt Service Fund:</b>               |                   |                   |                   |                            |                        |                        |
| Property Tax:                           |                   |                   |                   |                            |                        |                        |
| General Property Tax                    | \$ 14,253,678     | \$ 14,611,968     | \$ 15,054,041     | \$ 8,043,121               | \$ (7,010,920)         | 53.43%                 |
| Non-property Taxes:                     |                   |                   |                   |                            |                        |                        |
| Mobile Home Tax                         | 8,275             | 8,003             | 8,000             | 5,777                      | (2,223)                | 72.21%                 |

|                                      | 2021-22<br>Actual     | 2022-23<br>Actual     | 2023-24<br>Budget     | As of<br>February 29, 2024 | Over (under)<br>Budget | Percent <sup>(1)</sup> |
|--------------------------------------|-----------------------|-----------------------|-----------------------|----------------------------|------------------------|------------------------|
| Utility Replacement Tax              | 97,033                | 96,971                | 95,287                | 47,068                     | (48,219)               | 49.40%                 |
| Intergovernmental Revenue:           |                       |                       |                       |                            |                        |                        |
| Commercial & Industrial Replacement  | 342,757               | 276,946               | 204,411               | 102,174                    | (102,237)              | 49.98%                 |
| Business Property Tax Credit         | -                     | -                     | 100,053               | 50,027                     | (50,026)               | 50.00%                 |
| Use of Money and Property:           |                       |                       |                       |                            |                        |                        |
| Interest                             | 3,241                 | 108,608               | 36,000                | -                          | (36,000)               | 0.00%                  |
| Bond Proceeds                        | 14,660,000            | -                     | -                     | -                          | -                      |                        |
| Fund Total                           | \$ 29,364,984         | \$ 15,102,496         | \$ 15,497,792         | \$ 8,248,168               | \$ (7,249,624)         | 53.22%                 |
| <b>Solid Waste Fund:</b>             |                       |                       |                       |                            |                        |                        |
| Recycling Fees                       | \$ 1,163,983          | \$ 1,336,486          | 1,454,000             | 938,344                    | (515,656)              | 64.54%                 |
| Service Charges                      | 19,030                | 20,455                | 20,000                | 14,056                     | (5,944)                | 70.28%                 |
| Grants                               | -                     | -                     | -                     | -                          | -                      |                        |
| Interest                             | 168                   | 6,080                 | 1,000                 | -                          | (1,000)                | 0.00%                  |
| Fund Total                           | \$ 1,183,182          | \$ 1,363,021          | \$ 1,475,000          | \$ 952,401                 | \$ (522,599)           | 64.57%                 |
| <b>Water Fund:</b>                   |                       |                       |                       |                            |                        |                        |
| Refunds                              | \$ 11,791             | \$ 10,482             | 11,000                | 10,974                     | \$ (26)                | 99.76%                 |
| Sales Tax                            | (151)                 | 63                    | -                     | (25)                       | (25)                   |                        |
| Excise Tax                           | 904,784               | 982,146               | 1,166,000             | 792,302                    | (373,698)              | 67.95%                 |
| Cell Tower Lease                     | 83,008                | 82,534                | 85,197                | 25,473                     | (59,724)               | 29.90%                 |
| Outside Billing                      | 20,263                | 27,692                | 20,000                | 17,520                     | (2,480)                | 87.60%                 |
| Water Sales                          | 12,712,319            | 13,850,632            | 15,695,691            | 11,488,297                 | (4,207,394)            | 73.19%                 |
| Hook Up Fees                         | 329,793               | 308,782               | 200,000               | 211,834                    | 11,834                 | 105.92%                |
| Meter Sales                          | 477,374               | 434,881               | 520,000               | 270,948                    | (249,052)              | 52.11%                 |
| Temporary Water Sales                | 85,620                | 79,960                | 80,000                | 31,220                     | (48,780)               | 39.03%                 |
| Water Availability                   | 3,344,757             | 3,589,191             | 3,654,616             | 2,495,175                  | (1,159,441)            | 68.27%                 |
| Service Charges                      | 136,937               | 140,629               | 127,000               | 109,769                    | (17,231)               | 86.43%                 |
| Unapplied Credits                    | 14,782                | 7,879                 | -                     | 10,333                     | 10,333                 |                        |
| Deposits                             | 201,802               | 190,643               | 217,000               | 134,792                    | (82,208)               | 62.12%                 |
| Interest                             | 4,750                 | 24,000                | 60,000                | -                          | (60,000)               | 0.00%                  |
| Miscellaneous                        | 2,879                 | 6,612                 | -                     | 6,580                      | 6,580                  |                        |
| Fund Total                           | \$ 18,330,708         | \$ 19,736,125         | \$ 21,836,504         | \$ 15,605,191              | \$ (6,231,313)         | 71.46%                 |
| <b>Sewer Fund:</b>                   |                       |                       |                       |                            |                        |                        |
| Sales Tax                            | \$ 243,856            | \$ 262,457            | \$ 279,000            | \$ 174,573                 | \$ (104,427)           | 62.57%                 |
| Refunds                              | -                     | 53                    | -                     | -                          | -                      |                        |
| Miscellaneous                        | -                     | 2,780                 | -                     | 9,649                      | 9,649                  |                        |
| Miscellaneous Service Charge         | 63,344                | 60,519                | 67,000                | 41,808                     | (25,192)               | 62.40%                 |
| Sewer Disposal Fee                   | -                     | -                     | -                     | -                          | -                      |                        |
| Sewer Usage                          | 9,943,470             | 10,019,648            | 9,830,513             | 6,368,634                  | (3,461,879)            | 64.78%                 |
| Hook Up Fees                         | 1,110,017             | 299,199               | 300,000               | 780,945                    | 480,945                | 260.31%                |
| Sewer Availability                   | 6,385,182             | 6,426,174             | 6,317,606             | 4,308,889                  | (2,008,717)            | 68.20%                 |
| Interest                             | 13,006                | 14,250                | 60,000                | 42,000                     | (18,000)               | 70.00%                 |
| Fund Total                           | \$ 17,758,874         | \$ 17,085,080         | \$ 16,854,119         | \$ 11,726,499              | \$ (5,127,620)         | 69.58%                 |
| <b>Storm Water Fund</b>              |                       |                       |                       |                            |                        |                        |
| Permits                              | \$ 101,620            | \$ 97,220             | \$ 60,000             | \$ 43,920                  | \$ (16,080)            | 73.20%                 |
| Interest                             | 3,373                 | 70,903                | 29,000                | -                          | (29,000)               | 0.00%                  |
| Sales Tax                            | 61,672                | 66,277                | 75,000                | 45,907                     | (29,093)               | 61.21%                 |
| Service Charges                      | 3,245,895             | 3,423,284             | 3,479,814             | 2,315,798                  | (1,164,016)            | 66.55%                 |
| Miscellaneous                        | 826                   | 14,059                | -                     | 6,185                      | 6,185                  |                        |
| Fund Total                           | \$ 3,413,386          | \$ 3,671,742          | \$ 3,643,814          | \$ 2,411,810               | \$ (1,232,004)         | 66.19%                 |
| <b>Golf Course Fund:</b>             |                       |                       |                       |                            |                        |                        |
| Refunds                              | \$ 1,980              | \$ 1,172              | \$ 1,000              | \$ 1,238                   | \$ 238                 | 123.77%                |
| Rebates                              | -                     | -                     | -                     | -                          | -                      |                        |
| Commissions                          | 2,123                 | 1,051                 | 1,000                 | 982                        | (18)                   | 98.20%                 |
| Miscellaneous Service Charges        | 21,486                | 26,649                | 24,000                | 19,221                     | (4,779)                | 80.09%                 |
| Gift Certificates                    | 9,425                 | 3,447                 | -                     | 7,793                      | 7,793                  |                        |
| Driving Range                        | 183,347               | 212,937               | 185,000               | 110,029                    | (74,971)               | 59.48%                 |
| Rec Program Fees                     | 25,074                | 27,770                | 22,000                | 18                         | (21,982)               | 0.08%                  |
| Overages (Shortages)                 | (37)                  | (1,145)               | -                     | (1,320)                    | (1,320)                |                        |
| Food and Beverage Sales              | 242,698               | 292,505               | 196,000               | 201,510                    | 5,510                  | 102.81%                |
| Clubhouse and Banquet Rental         | 30,610                | 28,729                | 31,000                | 16,976                     | (14,025)               | 54.76%                 |
| Alcoholic Beverage Sales             | 286,436               | 332,814               | 206,000               | 188,985                    | (17,015)               | 91.74%                 |
| Season Passes                        | 114,336               | 109,799               | 98,000                | 6,649                      | (91,351)               | 6.78%                  |
| Greens Fees                          | 662,097               | 757,386               | 573,000               | 465,105                    | (107,895)              | 81.17%                 |
| Merchandise Sales                    | 115,259               | 150,417               | 105,000               | 82,559                     | (22,441)               | 78.63%                 |
| Cart Rental                          | 398,453               | 446,538               | 345,000               | 261,465                    | (83,535)               | 75.79%                 |
| Equipment Rental                     | 2,877                 | 3,604                 | 3,000                 | 2,195                      | (805)                  | 73.17%                 |
| Sales Tax                            | 42,081                | 46,635                | 34,000                | 23,730                     | (10,270)               | 69.80%                 |
| Miscellaneous Revenue                | 84,767                | 100,824               | 95,000                | 56,890                     | (38,110)               | 59.88%                 |
| Interest                             | 1,366                 | 32,591                | 15,000                | -                          | (15,000)               | 0.00%                  |
| Fund Total                           | \$ 2,224,379          | \$ 2,573,721          | \$ 1,934,000          | \$ 1,445,076               | \$ (488,924)           | 74.72%                 |
| <b>Total - Major Operating Funds</b> | <b>\$ 133,572,517</b> | <b>\$ 126,539,137</b> | <b>\$ 128,487,354</b> | <b>\$ 83,890,429</b>       | <b>\$ (44,596,925)</b> | <b>65.29%</b>          |

<sup>(1)</sup> February is 66.7% of the fiscal year.



**City of Ankeny**  
**Major Operating Funds**  
**Budget versus Actual**  
**February 29, 2024**

|                                    |      | Revenue       |               |                 |      | Expenditures  |               |                 |      |
|------------------------------------|------|---------------|---------------|-----------------|------|---------------|---------------|-----------------|------|
|                                    |      | Budget        | Actual        | Variance        | %    | Budget        | Actual        | Variance        | %    |
| <b>General Fund</b>                |      |               |               |                 |      |               |               |                 |      |
| Public Safety:                     |      |               |               |                 |      |               |               |                 |      |
| Police Administration              | 1111 | \$ 2,000      | \$ 11,099     | \$ 9,099        | 555% | \$ 2,002,095  | \$ 1,216,773  | \$ (785,322)    | 61%  |
| Police Operations                  | 1112 | 282,487       | 229,683       | (52,804)        | 81%  | 8,221,822     | 5,157,948     | (3,063,874)     | 63%  |
| Police Support Services            | 1114 | 43,000        | 23,724        | (19,276)        | 55%  | 2,978,095     | 1,861,211     | (1,116,884)     | 62%  |
| Crossing Guards                    | 1119 | -             | -             | -               | N/A  | 118,129       | 59,266        | (58,863)        | 50%  |
| Emergency Preparedness             | 1140 | -             | -             | -               | N/A  | 99,144        | 58,476        | (40,668)        | 59%  |
| Fire Support                       | 1141 | 461,200       | 569,730       | 108,530         | 124% | 1,346,654     | 880,074       | (466,580)       | 65%  |
| Fire Suppression                   | 1142 | 1,000         | 7,753         | 6,753           | 775% | 3,713,161     | 2,380,108     | (1,333,053)     | 64%  |
| Emergency Medical Services         | 1144 | 2,867,760     | 1,906,765     | (960,995)       | 66%  | 6,392,097     | 3,598,860     | (2,793,237)     | 56%  |
| Code Enforcement                   | 1460 | 1,857,100     | 1,228,942     | (628,158)       | 66%  | 2,152,474     | 1,319,011     | (833,463)       | 61%  |
| Animal Control                     | 2224 | 7,000         | 2,093         | (4,907)         | 30%  | 31,000        | 17,880        | (13,120)        | 58%  |
| Subtotal                           |      | \$ 5,521,547  | \$ 3,979,790  | \$ (1,541,757)  | 72%  | \$ 27,054,671 | \$ 16,549,608 | \$ (10,505,063) | 61%  |
| Culture & Recreation:              |      |               |               |                 |      |               |               |                 |      |
| Library                            | 2331 | \$ 260,971    | \$ 235,649    | \$ (25,322)     | 90%  | \$ 2,789,570  | \$ 1,809,477  | \$ (980,093)    | 65%  |
| Park Administration                | 2440 | 60,000        | 30,906        | (29,094)        | 52%  | 349,345       | 224,029       | (125,316)       | 64%  |
| Park Maintenance                   | 2441 | -             | 350           | 350             | N/A  | 2,084,369     | 1,290,340     | (794,029)       | 62%  |
| Recreation Programs                | 2442 | 526,000       | 348,981       | (177,019)       | 66%  | 936,428       | 627,479       | (308,949)       | 67%  |
| Community Centers                  | 2443 | 181,000       | 215,238       | 34,238          | 119% | 585,320       | 340,027       | (245,293)       | 58%  |
| Aquatic Centers                    | 2444 | 1,262,000     | 605,087       | (656,913)       | 48%  | 1,597,732     | 1,057,548     | (540,184)       | 66%  |
| Prairie Ridge Sports Complex       | 2445 | 380,600       | 255,526       | (125,074)       | 67%  | 1,211,674     | 681,025       | (530,649)       | 56%  |
| Hawkeye Concessions                | 2446 | 58,300        | 40,057        | (18,243)        | 69%  | 66,120        | 27,501        | (38,619)        | 42%  |
| Cemetery                           | 3547 | -             | -             | -               | N/A  | 600           | 600           | -               | 100% |
| Subtotal                           |      | \$ 2,728,871  | \$ 1,731,794  | \$ (997,077)    | 63%  | \$ 9,621,158  | \$ 6,058,026  | \$ (3,563,132)  | 63%  |
| Public Works:                      |      |               |               |                 |      |               |               |                 |      |
| Airport Authority                  | 3548 | \$ 702,472    | \$ 373,748    | \$ (328,724)    | 53%  | \$ 702,928    | \$ 351,464    | \$ (351,464)    | 50%  |
| Subtotal                           |      | \$ 702,472    | \$ 373,748    | \$ (328,724)    | 53%  | \$ 702,928    | \$ 351,464    | \$ (351,464)    | 50%  |
| Community & Economic Development:  |      |               |               |                 |      |               |               |                 |      |
| Development Engineering            | 3545 | \$ 58,000     | \$ 28,291     | \$ (29,709)     | 49%  | \$ 1,032,176  | \$ 759,583    | \$ (272,593)    | 74%  |
| Housing Authority                  | 3648 | -             | -             | -               | N/A  | 23,707        | 18,707        | (5,000)         | 79%  |
| Economic Development               | 4886 | -             | -             | -               | N/A  | 392,551       | 245,986       | (146,565)       | 63%  |
| Community Development              | 4887 | 22,000        | 30,150        | 8,150           | 137% | 1,219,152     | 780,003       | (439,149)       | 64%  |
| Subtotal                           |      | \$ 80,000     | \$ 58,441     | \$ (21,559)     | 73%  | \$ 2,667,586  | \$ 1,804,279  | \$ (863,307)    | 68%  |
| General Government:                |      |               |               |                 |      |               |               |                 |      |
| Communications                     | 2335 | \$ -          | \$ -          | \$ -            | N/A  | \$ 465,913    | \$ 289,845    | \$ (176,068)    | 62%  |
| Mayor and City Council             | 4881 | -             | -             | -               | N/A  | 524,927       | 130,897       | (394,030)       | 25%  |
| Human Resources                    | 4882 | -             | -             | -               | N/A  | 517,045       | 320,438       | (196,607)       | 62%  |
| City Manager                       | 4883 | -             | -             | -               | N/A  | 1,142,447     | 762,433       | (380,014)       | 67%  |
| City Clerk                         | 4884 | 120,400       | 123,003       | 2,603           | 102% | 531,410       | 340,225       | (191,185)       | 64%  |
| Finance                            | 4885 | 35,678,197    | 22,907,155    | (12,771,042)    | 64%  | 611,177       | 419,509       | (191,668)       | 69%  |
| Information Technology             | 4889 | 410,946       | 204,987       | (205,959)       | 50%  | 1,643,782     | 994,421       | (649,361)       | 60%  |
| City Hall Building                 | 4891 | -             | -             | -               | N/A  | 92,148        | 53,834        | (38,314)        | 58%  |
| Subtotal                           |      | \$ 36,209,543 | \$ 23,235,145 | \$ (12,974,398) | 64%  | \$ 5,528,849  | \$ 3,311,601  | \$ (2,217,248)  | 60%  |
| Total General Fund                 |      | \$ 45,242,433 | \$ 29,378,918 | \$ (15,863,515) | 65%  | \$ 45,575,192 | \$ 28,074,979 | \$ (17,500,213) | 62%  |
| Hotel/Motel Tax Fund               |      |               |               |                 |      |               |               |                 |      |
| Community and Economic Development | 2233 | \$ 6,000      | \$ -          | \$ (6,000)      | 0%   | \$ 1,382,289  | \$ 873,544    | \$ (508,745)    | 63%  |
| Road Use Tax Fund                  |      |               |               |                 |      |               |               |                 |      |
| Public Works:                      |      |               |               |                 |      |               |               |                 |      |
| Street Lighting                    | 1260 | \$ -          | \$ -          | \$ -            | N/A  | \$ 726,000    | \$ 429,880    | \$ (296,120)    | 59%  |
| Roadway Administration             | 3261 | 8,935,310     | 6,409,821     | (2,525,489)     | 72%  | 3,441,267     | 2,628,292     | (812,975)       | 76%  |
| Roadway Maintenance                | 3262 | -             | 1,765         | 1,765           | N/A  | 2,737,874     | 1,788,024     | (949,850)       | 65%  |
| Snow and Ice Control               | 3263 | -             | -             | -               | N/A  | 1,383,193     | 405,186       | (978,007)       | 29%  |
| Traffic Safety                     | 3265 | -             | -             | -               | N/A  | 1,457,248     | 920,712       | (536,536)       | 63%  |
| Total Road Use Tax Fund            |      | \$ 8,935,310  | \$ 6,411,587  | \$ (2,523,723)  | 72%  | \$ 9,745,582  | \$ 6,172,095  | \$ (3,573,487)  | 63%  |

| Revenue                            |      |                       |                      |                        |          | Expenditures          |                      |                        |          |  |  |
|------------------------------------|------|-----------------------|----------------------|------------------------|----------|-----------------------|----------------------|------------------------|----------|--|--|
|                                    |      | <u>Budget</u>         | <u>Actual</u>        | <u>Variance</u>        | <u>%</u> | <u>Budget</u>         | <u>Actual</u>        | <u>Variance</u>        | <u>%</u> |  |  |
| Tax Increment Financing            |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Community and Economic Development | 4280 | \$ 10,399,833         | \$ 6,298,164         | \$ (4,101,669)         | 61%      | \$ 2,804,559          | \$ 100,904           | \$ (2,703,655)         | 4%       |  |  |
| Police and Fire Retirement         |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Public Safety:                     | 4290 | \$ 2,662,549          | \$ 1,412,617         | \$ (1,249,932)         | 53%      | \$ 2,839,551          | \$ 1,726,254         | \$ (1,113,297)         | 61%      |  |  |
| Debt Service                       |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Debt Service:                      | 4300 | \$ 15,497,792         | \$ 8,248,168         | \$ (7,249,624)         | 53%      | \$ 25,028,489         | \$ 2,267,801         | \$ (22,760,688)        | 9%       |  |  |
| Solid Waste                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        | 3500 | \$ 1,475,000          | \$ 952,401           | \$ (522,599)           | 65%      | \$ 1,483,821          | \$ 934,534           | \$ (549,287)           | 63%      |  |  |
| Water                              |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Utility Deposits                   | 3505 | \$ 217,000            | \$ 134,792           | \$ (82,208)            | 62%      | \$ 183,000            | \$ 112,175           | \$ (70,825)            | 61%      |  |  |
| Water Administration               | 3510 | 21,619,504            | 15,470,400           | (6,149,104)            | 72%      | 23,387,144            | 7,641,621            | (15,745,523)           | 33%      |  |  |
| Water Maintenance                  | 3512 | -                     | -                    | -                      | N/A      | 2,764,138             | 1,689,191            | (1,074,947)            | 61%      |  |  |
| Water Improvement                  | 3520 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Water Sinking                      | 3530 | -                     | -                    | -                      | N/A      | 2,207,538             | 284,819              | (1,922,719)            | 13%      |  |  |
| Total Water Fund                   |      | <u>\$ 21,836,504</u>  | <u>\$ 15,605,191</u> | <u>\$ (6,231,313)</u>  | 71%      | <u>\$ 28,541,820</u>  | <u>\$ 9,727,807</u>  | <u>\$ (18,814,013)</u> | 34%      |  |  |
| Sewer                              |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Wastewater Administration          | 3550 | \$ 16,854,119         | \$ 11,726,499        | \$ (5,127,620)         | 70%      | \$ 8,047,467          | \$ 5,903,184         | \$ (2,144,283)         | 73%      |  |  |
| Wastewater Operations              | 3552 | -                     | -                    | -                      | N/A      | 1,427,684             | 1,025,629            | (402,055)              | 72%      |  |  |
| Sewer Improvement                  | 3560 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Sewer Sinking                      | 3570 | -                     | -                    | -                      | N/A      | -                     | -                    | -                      | N/A      |  |  |
| Total Sewer Fund                   |      | <u>\$ 16,854,119</u>  | <u>\$ 11,726,499</u> | <u>\$ (5,127,620)</u>  | 70%      | <u>\$ 9,475,151</u>   | <u>\$ 6,928,813</u>  | <u>\$ (2,546,338)</u>  | 73%      |  |  |
| Storm Water                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Storm Water Administration         | 3580 | \$ 3,643,814          | \$ 2,411,810         | \$ (1,232,004)         | 66%      | \$ 929,844            | \$ 595,692           | \$ (334,152)           | 64%      |  |  |
| Street Cleaning                    | 3584 | -                     | -                    | -                      | N/A      | 264,369               | 141,167              | (123,202)              | 53%      |  |  |
| Total Storm Water Fund             |      | <u>\$ 3,643,814</u>   | <u>\$ 2,411,810</u>  | <u>\$ (1,232,004)</u>  | 66%      | <u>\$ 1,194,213</u>   | <u>\$ 736,859</u>    | <u>\$ (457,354)</u>    | 62%      |  |  |
| Golf Course                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Enterprise:                        |      |                       |                      |                        |          |                       |                      |                        |          |  |  |
| Golf Course Maintenance            | 2591 | \$ 1,000              | \$ 1,238             | \$ 238                 | 124%     | \$ 805,163            | \$ 459,413           | \$ (345,750)           | 57%      |  |  |
| Golf Course Pro Shop               | 2592 | 1,384,000             | 962,985              | (421,015)              | 70%      | 691,398               | 467,435              | (223,963)              | 68%      |  |  |
| Golf Course Banquet Services       | 2595 | 549,000               | 480,853              | (68,147)               | 88%      | 843,576               | 479,979              | (363,597)              | 57%      |  |  |
| Total Golf Course Fund             |      | <u>\$ 1,934,000</u>   | <u>\$ 1,445,076</u>  | <u>\$ (488,924)</u>    | 75%      | <u>\$ 2,340,137</u>   | <u>\$ 1,406,827</u>  | <u>\$ (933,310)</u>    | 60%      |  |  |
| Total                              |      | <u>\$ 128,487,354</u> | <u>\$ 83,890,429</u> | <u>\$ (44,596,925)</u> | 65%      | <u>\$ 130,410,804</u> | <u>\$ 58,950,416</u> | <u>\$ (71,460,388)</u> | 45%      |  |  |

**City of Ankeny  
Investment Schedule  
February 2024**

| Account Number                | Institution            | Description       | Type             | Interest Rate | Purchase Date | Maturity Date | Days | Principal         | Accrued Interest | Premium/ (Discount) | Interest/ Dividends Received | Principal Redeemed | Balance February 29, 2024 |
|-------------------------------|------------------------|-------------------|------------------|---------------|---------------|---------------|------|-------------------|------------------|---------------------|------------------------------|--------------------|---------------------------|
| <b>Capital Projects</b>       |                        |                   |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 433087201                     | US Bank                | CD                | CD               | 3.050%        | 8/22/2022     | 8/17/2023     | 360  | \$ 5,000,000.00   | \$ -             | \$ -                | \$ 152,500.00                | \$ 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      | -                | (105,079.71)        | 142,707.72                   | 4,894,920.29       | -                         |
| 13571051                      | Bankers Trust          | CD                | CD               | 4.200%        | 9/27/2022     | 9/27/2023     | 365  | 4,000,000.00      | -                | -                   | 168,000.01                   | 4,000,000.00       | -                         |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 4.464%        | 4/10/2023     | 2/29/2024     | 325  | 2,000,000.00      | 5,292.12         | (35,787.50)         | 77,995.38                    | 1,964,212.50       | -                         |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 4.855%        | 2/8/2023      | 2/29/2024     | 386  | 3,000,000.00      | -                | (101,231.25)        | 146,231.25                   | 2,898,768.75       | -                         |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 5.060%        | 3/1/2023      | 5/31/2024     | 457  | 5,000,000.00      | -                | (150,726.56)        | 62,500.00                    | -                  | 4,849,273.44              |
|                               | Robert W. Baird & Co.  | T-Note            | T-Note           | 5.462%        | 6/30/2023     | 6/30/2024     | 366  | 5,000,000.00      | -                | (176,459.40)        | 43,750.00                    | -                  | 4,823,540.60              |
| 1346315-1                     | IPAIT                  | CD                | CD               | 4.550%        | 2/1/2023      | 8/5/2024      | 551  | 3,000,000.00      | -                | -                   | -                            | -                  | 3,000,000.00              |
|                               | Robert W. Baird & Co.  | T-Note            | T-Note           | 5.407%        | 9/5/2023      | 8/15/2024     | 345  | 5,000,000.00      | 1,069.97         | (226,243.75)        | 8,305.03                     | -                  | 4,773,756.25              |
| 48511043811                   | Veridian Credit Union  | CD                | CD               | 5.641%        | 9/27/2023     | 9/27/2024     | 365  | 4,000,000.00      | -                | -                   | -                            | -                  | 4,000,000.00              |
| Subtotal                      |                        |                   |                  |               |               |               |      | \$ 41,000,000.00  | \$ 6,362.09      | \$ (795,528.17)     | \$ 801,989.39                | \$ 18,757,901.54   | \$ 21,446,570.29          |
| <b>Equipment Reserve</b>      |                        |                   |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 260001208                     | Community State        | CD                | CD               | 5.250%        | 6/24/2023     | 6/24/2024     | 365  | \$ 1,000,000.00   | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 1,000,000.00           |
| Subtotal                      |                        |                   |                  |               |               |               |      | \$ 1,000,000.00   | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 1,000,000.00           |
| <b>General Funds</b>          |                        |                   |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 4.546%        | 12/1/2022     | 6/30/2023     | 211  | \$ 5,000,000.00   | \$ -             | \$ (124,513.59)     | \$ 127,638.59                | \$ 4,875,486.41    | \$ -                      |
| 3001008015                    | Lincoln Savings Bank   | CD                | CD               | 2.950%        | 8/17/2022     | 8/17/2023     | 365  | 5,000,000.00      | -                | -                   | 149,678.65                   | 5,000,000.00       | -                         |
| 1302693-1                     | IPAIT                  | CD                | CD               | 4.200%        | 9/29/2022     | 9/29/2023     | 365  | 5,000,000.00      | -                | -                   | 210,000.00                   | 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      | -                | (101,721.57)        | 109,221.57                   | 2,898,278.43       | -                         |
| 313-91634                     | RBC Wealth Managem     | Natixis           | Commercial Paper | 5.181%        | 3/28/2023     | 12/4/2023     | 251  | 4,825,694.45      | -                | -                   | 174,305.55                   | 4,825,694.45       | -                         |
| 3001042013                    | Lincoln Savings Bank   | CD                | CD               | 4.800%        | 1/31/2023     | 1/31/2024     | 365  | 2,000,000.00      | -                | -                   | 95,647.86                    | 2,000,000.00       | -                         |
| 260002163                     | Community State        | CD                | CD               | 4.910%        | 1/31/2023     | 1/31/2024     | 365  | 2,000,000.00      | -                | -                   | 98,139.89                    | 2,000,000.00       | -                         |
| 1346728-1                     | IPAIT                  | CD                | CD               | 5.060%        | 2/28/2023     | 2/28/2024     | 365  | 10,000,000.00     | -                | -                   | 519,388.25                   | 10,000,000.00      | -                         |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 4.597%        | 4/3/2023      | 3/31/2024     | 363  | 5,000,000.00      | 922.13           | (111,621.90)        | 55,327.87                    | -                  | 4,888,378.10              |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 4.596%        | 4/17/2023     | 4/30/2024     | 379  | 5,000,000.00      | -                | (116,242.20)        | 56,250.07                    | -                  | 4,883,757.80              |
| 6900908840                    | BMO                    | CD                | CD               | 5.830%        | 11/16/2023    | 5/16/2024     | 182  | 3,000,000.00      | -                | -                   | -                            | -                  | 3,000,000.00              |
| 3001078547                    | Lincoln Savings Bank   | CD                | CD               | 5.350%        | 6/27/2023     | 6/26/2024     | 365  | 2,000,000.00      | -                | -                   | -                            | -                  | 2,000,000.00              |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 5.440%        | 6/30/2023     | 6/30/2024     | 366  | 5,000,000.00      | -                | (175,429.70)        | 43,750.00                    | -                  | 4,824,570.30              |
| 6900962723                    | BMO                    | CD                | CD               | 5.320%        | 1/26/2024     | 7/23/2024     | 179  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00              |
| 13637253                      | Bankers Trust          | CD                | CD               | 5.320%        | 1/26/2024     | 7/26/2024     | 182  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00              |
|                               | Robert W. Baird & Co.  | Korea Dev Bank NY | Commercial Paper | 5.150%        | 1/29/2024     | 8/1/2024      | 185  | 2,920,604.16      | -                | -                   | -                            | -                  | 2,920,604.16              |
|                               | Robert W. Baird & Co.  | Natixis           | Commercial Paper | 5.607%        | 12/6/2023     | 8/20/2024     | 258  | 4,806,858.35      | -                | -                   | -                            | -                  | 4,806,858.35              |
| 313-91634                     | RBC Wealth Managem     | T-Note            | T-Note           | 5.104%        | 1/29/2024     | 8/31/2024     | 215  | 5,000,000.00      | 67,410.71        | (52,996.87)         | 13,839.29                    | -                  | 4,947,003.13              |
| 260003236                     | Community State        | CD                | CD               | 5.740%        | 9/27/2023     | 9/26/2024     | 365  | 5,000,000.00      | -                | -                   | -                            | -                  | 5,000,000.00              |
| 6900908841                    | BMO                    | CD                | CD               | 5.880%        | 11/16/2023    | 11/16/2024    | 366  | 2,000,000.00      | -                | -                   | -                            | -                  | 2,000,000.00              |
| 0015592889-1001               | Green State Credit Uni | CD                | CD               | 5.150%        | 1/26/2024     | 1/27/2025     | 367  | 3,000,000.00      | -                | -                   | -                            | -                  | 3,000,000.00              |
| 3000907325                    | Lincoln Savings Bank   | MM                | Money market     | 4.250%        | N/A           | N/A           | MM   | 10,320,210.96     | -                | -                   | 210,527.22                   | 3,000,000.00       | 7,320,210.96              |
| 39246-101                     | IPAIT                  | MM                | Money market     | 5.096%        | N/A           | N/A           | MM   | 45,558,924.24     | -                | -                   | 951,875.54                   | 12,000,000.00      | 33,558,924.24             |
|                               | Farmers State Bank     | MM                | Money market     | 5.080%        | N/A           | N/A           | MM   | 25,819,696.42     | -                | -                   | 857,192.07                   | -                  | 25,819,696.42             |
| Subtotal                      |                        |                   |                  |               |               |               |      | \$ 171,251,988.58 | \$ 68,332.84     | \$ (682,525.83)     | \$ 3,672,782.42              | \$ 51,599,459.29   | \$ 118,970,003.46         |
| <b>Police/Fire Pension</b>    |                        |                   |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 260001208                     | Community State        | CD                | CD               | 5.250%        | 6/24/2023     | 6/24/2024     | 365  | \$ 500,000.00     | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 500,000.00             |
| Subtotal                      |                        |                   |                  |               |               |               |      | \$ 500,000.00     | \$ -             | \$ -                | \$ -                         | \$ -               | \$ 500,000.00             |
| <b>Sewer Improvement Fund</b> |                        |                   |                  |               |               |               |      |                   |                  |                     |                              |                    |                           |
| 13571051                      | Bankers Trust          | CD                | CD               | 4.200%        | 9/27/2022     | 9/27/2023     | 365  | \$ 1,000,000.00   | \$ -             | \$ -                | \$ 42,000.00                 | \$ 1,000,000.00    | \$ -                      |
| 260001432                     | Community State        | CD                | CD               | 5.250%        | 6/7/2023      | 6/7/2024      | 365  | 500,000.00        | -                | -                   | -                            | -                  | 500,000.00                |
| 260001208                     | Community State        | CD                | CD               | 5.250%        | 6/24/2023     | 6/24/2024     | 365  | 500,000.00        | -                | -                   | -                            | -                  | 500,000.00                |
| 48511043811                   | Veridian Credit Union  | CD                | CD               | 5.641%        | 9/27/2023     | 9/27/2024     | 365  | 1,000,000.00      | -                | -                   | -                            | -                  | 1,000,000.00              |
| Subtotal                      |                        |                   |                  |               |               |               |      | \$ 3,000,000.00   | \$ -             | \$ -                | \$ 42,000.00                 | \$ 1,000,000.00    | \$ 2,000,000.00           |

**City of Ankeny**  
**Investment Schedule**  
**February 2024**

| Account<br>Number                   | Institution     | Description | Type | Interest<br>Rate | Purchase<br>Date | Maturity<br>Date | Days | Principal                | Accrued<br>Interest | Premium/<br>(Discount)   | Interest/<br>Dividends<br>Received | Principal<br>Redeemed   | Balance<br>February 29, 2024 |
|-------------------------------------|-----------------|-------------|------|------------------|------------------|------------------|------|--------------------------|---------------------|--------------------------|------------------------------------|-------------------------|------------------------------|
| <b>Water Fund</b>                   |                 |             |      |                  |                  |                  |      |                          |                     |                          |                                    |                         |                              |
| 260001432                           | Community State | CD          | CD   | 5.250%           | 6/7/2023         | 6/7/2024         | 365  | \$ 2,000,000.00          | \$ -                | \$ -                     | \$ -                               | \$ -                    | \$ 2,000,000.00              |
| Subtotal                            |                 |             |      |                  |                  |                  |      | <u>\$ 2,000,000.00</u>   | <u>\$ -</u>         | <u>\$ -</u>              | <u>\$ -</u>                        | <u>\$ -</u>             | <u>\$ 2,000,000.00</u>       |
| Total Investments                   |                 |             |      |                  |                  |                  |      | <u>\$ 218,751,988.58</u> | <u>\$ 74,694.93</u> | <u>\$ (1,478,054.00)</u> | <u>\$ 4,516,771.81</u>             | <u>\$ 71,357,360.83</u> | <u>\$ 145,916,573.75</u>     |
| <b><u>Totals by Institution</u></b> |                 |             |      |                  |                  |                  |      |                          |                     |                          |                                    |                         |                              |
| Bankers Trust                       |                 |             |      |                  |                  |                  |      | \$ 10,000,000.00         | \$ -                | \$ -                     | \$ 210,000.01                      | \$ 5,000,000.00         | \$ 5,000,000.00              |
| BMO                                 |                 |             |      |                  |                  |                  |      | 10,000,000.00            | -                   | -                        | -                                  | -                       | 10,000,000.00                |
| Community State                     |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | 9,500,000.00                 |
| Farmers State Bank                  |                 |             |      |                  |                  |                  |      | 11,500,000.00            | -                   | -                        | 98,139.89                          | 2,000,000.00            | 25,819,696.42                |
| First Interstate Bank               |                 |             |      |                  |                  |                  |      | 25,819,696.42            | -                   | -                        | 857,192.07                         | -                       | -                            |
| First National Bank                 |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| Great Southern Bank                 |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| Green State Credit Union            |                 |             |      |                  |                  |                  |      | 3,000,000.00             | -                   | -                        | -                                  | -                       | 3,000,000.00                 |
| IPAIT                               |                 |             |      |                  |                  |                  |      | 63,558,924.24            | -                   | -                        | 1,681,263.79                       | 27,000,000.00           | 36,558,924.24                |
| Lincoln Savings Bank                |                 |             |      |                  |                  |                  |      | 19,320,210.96            | -                   | -                        | 455,853.73                         | 10,000,000.00           | 9,320,210.96                 |
| Northwest Bank                      |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| RBC Wealth Management               |                 |             |      |                  |                  |                  |      | 42,825,694.45            | 73,624.96           | (970,271.14)             | 867,059.57                         | 17,462,440.54           | 24,392,982.77                |
| Robert W. Baird & Co.               |                 |             |      |                  |                  |                  |      | 22,727,462.51            | 1,069.97            | (507,782.86)             | 194,762.75                         | 4,894,920.29            | 17,324,759.36                |
| Two Rivers Bank                     |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| South Story Bank & Trust            |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| US Bank                             |                 |             |      |                  |                  |                  |      | 5,000,000.00             | -                   | -                        | 152,500.00                         | 5,000,000.00            | -                            |
| Veridian Credit Union               |                 |             |      |                  |                  |                  |      | 5,000,000.00             | -                   | -                        | -                                  | -                       | 5,000,000.00                 |
| Wells Fargo Bank                    |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| Total                               |                 |             |      |                  |                  |                  |      | <u>\$ 218,751,988.58</u> | <u>\$ 74,694.93</u> | <u>\$ (1,478,054.00)</u> | <u>\$ 4,516,771.81</u>             | <u>\$ 71,357,360.83</u> | <u>\$ 145,916,573.75</u>     |
| <b><u>Totals by Type</u></b>        |                 |             |      |                  |                  |                  |      |                          |                     |                          |                                    |                         |                              |
| CD                                  |                 |             |      |                  |                  |                  |      | \$ 71,500,000.00         | \$ -                | \$ -                     | \$ 1,435,354.66                    | \$ 34,000,000.00        | \$ 37,500,000.00             |
| Commercial paper                    |                 |             |      |                  |                  |                  |      | 12,553,156.96            | -                   | -                        | 174,305.55                         | 4,825,694.45            | 7,727,462.51                 |
| Money market                        |                 |             |      |                  |                  |                  |      | 81,698,831.62            | -                   | -                        | 2,019,594.83                       | 15,000,000.00           | 66,698,831.62                |
| T-Bill                              |                 |             |      |                  |                  |                  |      | -                        | -                   | -                        | -                                  | -                       | -                            |
| T-Note                              |                 |             |      |                  |                  |                  |      | 53,000,000.00            | 74,694.93           | (1,478,054.00)           | 887,516.77                         | 17,531,666.38           | 33,990,279.62                |
|                                     |                 |             |      |                  |                  |                  |      | <u>\$ 218,751,988.58</u> | <u>\$ 74,694.93</u> | <u>\$ (1,478,054.00)</u> | <u>\$ 4,516,771.81</u>             | <u>\$ 71,357,360.83</u> | <u>\$ 145,916,573.75</u>     |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to receive and file Building Permit Report for February 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                      |
|  <a href="#">February 2024 Building Permit Report</a> |

**City of Ankeny**  
**Building Permit Report**  
**Month of February 2024**

|                                      | Issued      |                     | Issued      |                     | Issued Calendar Year |                     |                    |                     | Issued Fiscal Year |                      |
|--------------------------------------|-------------|---------------------|-------------|---------------------|----------------------|---------------------|--------------------|---------------------|--------------------|----------------------|
|                                      | February-24 |                     | February-23 |                     | 1/1/2024-2/29/2024   |                     | 1/1/2023-2/28/2023 |                     | 7/1/2023-2/29/2024 |                      |
|                                      | Num         | Valuation           | Num         | Valuation           | Num                  | Valuation           | Num                | Valuation           | Num                | Valuation            |
| <b>RESIDENTIAL</b>                   |             |                     |             |                     |                      |                     |                    |                     |                    |                      |
| New Dwellings                        |             |                     |             |                     |                      |                     |                    |                     |                    |                      |
| New Single Family Detached           | 60          | \$22,094,337        | 21          | \$6,486,316         | 74                   | \$27,562,841        | 31                 | \$9,658,023         | 233                | \$87,677,035         |
| New Single Family Attached/Duplex    | 6           | \$1,596,474         | 38          | \$9,522,191         | 12                   | \$3,343,350         | 48                 | \$11,723,626        | 76                 | \$22,744,958         |
| New Multi - Family                   | 0           | \$0                 | 1           | \$7,270,821         | 0                    | \$0                 | 1                  | \$7,270,821         | 1                  | \$4,534,864          |
| <b>Total New Residential Permits</b> | <b>66</b>   | <b>\$23,690,811</b> | <b>60</b>   | <b>\$23,279,328</b> | <b>86</b>            | <b>\$30,906,191</b> | <b>80</b>          | <b>\$28,652,470</b> | <b>310</b>         | <b>\$114,956,857</b> |
| Additions/Alterations/Other (1)      | 31          | \$459,199           | 33          | \$617,211           | 51                   | \$806,172           | 75                 | \$1,516,608         | 428                | \$6,605,286          |
| <b>Total New Dwelling Units</b>      | <b>66</b>   |                     | <b>60</b>   |                     | <b>86</b>            |                     | <b>80</b>          |                     | <b>310</b>         |                      |
|                                      |             |                     |             |                     |                      |                     |                    |                     |                    |                      |
| <b>NON-RESIDENTIAL</b>               |             |                     |             |                     |                      |                     |                    |                     |                    |                      |
| New Commercial                       | 0           | \$0                 | 3           | \$7,789,138         | 0                    | \$0                 | 5                  | \$14,309,138        | 13                 | \$18,220,152         |
| COM Additions/Alterations/Other      | 11          | \$9,032,550         | 14          | \$2,597,114         | 14                   | \$9,180,717         | 19                 | \$3,632,114         | 56                 | \$36,869,831         |
| New Church                           | 0           | \$0                 | 0           | \$0                 | 0                    | \$0                 | 0                  | \$0                 | 0                  | \$0                  |
| CHR Additions/Alterations/Other      | 0           | \$0                 | 0           | \$0                 | 0                    | \$0                 | 1                  | \$17,000            | 0                  | \$0                  |
| New School                           | 0           | \$0                 | 1           | \$70,000            | 0                    | \$0                 | 1                  | \$70,000            | 2                  | \$6,930,500          |
| SCH Additions/Alterations/Other      | 0           | \$0                 | 0           | \$0                 | 1                    | \$0                 | 0                  | \$0                 | 4                  | \$165,000            |
| <b>Total Non Residential Permits</b> | <b>11</b>   | <b>\$9,032,550</b>  | <b>18</b>   | <b>\$10,456,252</b> | <b>15</b>            | <b>\$9,180,717</b>  | <b>26</b>          | <b>\$18,028,252</b> | <b>75</b>          | <b>\$62,185,483</b>  |
|                                      |             |                     |             |                     |                      |                     |                    |                     |                    |                      |
| MISC PERMITS (2)                     | 41          | \$39,275            | 32          | \$67,816            | 69                   | \$136,905           | 63                 | \$161,750           | 533                | \$840,097            |
|                                      |             |                     |             |                     |                      |                     |                    |                     |                    |                      |
| <b>TOTALS</b>                        | <b>149</b>  | <b>\$33,221,835</b> | <b>143</b>  | <b>\$34,420,607</b> | <b>221</b>           | <b>\$41,029,985</b> | <b>244</b>         | <b>\$48,359,080</b> | <b>1346</b>        | <b>\$184,587,723</b> |

(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 2024

| Type of Use            | Type of Work | Issue Date | Valuation | Permit Number | Street Address           | Applicant Name                 | Contractor Name                |
|------------------------|--------------|------------|-----------|---------------|--------------------------|--------------------------------|--------------------------------|
| Single Family Detached | New Building | 2/1/2024   | \$291,194 | 24-0049-NEW   | 3004 NW Cedarwood Ln     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/1/2024   | \$351,859 | 24-0134-NEW   | 1503 NW Benjamin Dr      | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/1/2024   | \$288,293 | 24-0227-NEW   | 1210 NW Driftwood Dr     | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/1/2024   | \$298,724 | 24-0229-NEW   | 1206 NW Driftwood Dr     | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/1/2024   | \$307,134 | 24-0230-NEW   | 4407 NW 17th St          | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/1/2024   | \$287,501 | 24-0231-NEW   | 4403 NW 17th St          | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/2/2024   | \$405,367 | 23-4682-NEW   | 2805 NW Boulder Point Pl | Jerry's Homes Inc              | Jerrys Homes Inc               |
| Single Family Detached | New Building | 2/2/2024   | \$332,261 | 23-4683-NEW   | 2814 NW Boulder Point Pl | Jerry's Homes Inc              | Jerry's Homes Inc              |
| Single Family Detached | New Building | 2/2/2024   | \$372,305 | 23-4846-NEW   | 3620 NW 28th St          | Jerry's Homes Inc              | Jerry's Homes Inc              |
| Single Family Detached | New Building | 2/2/2024   | \$328,175 | 23-4847-NEW   | 2810 NW Boulder Point Pl | Jerry's Homes Inc              | Jerry's Homes Inc              |
| Single Family Detached | New Building | 2/4/2024   | \$361,800 | 24-0152-NEW   | 314 SW 16th St           | Hubbell Homes LC               | Hubbell Homes LC               |
| Single Family Detached | New Building | 2/5/2024   | \$314,496 | 24-0234-NEW   | 4415 NW 17th St          | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/5/2024   | \$262,774 | 24-0235-NEW   | 4411 NW 17th St          | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/6/2024   | \$258,362 | 24-0248-NEW   | 4309 NW 12th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building | 2/6/2024   | \$258,362 | 24-0250-NEW   | 4317 NW 12th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building | 2/6/2024   | \$262,354 | 24-0264-NEW   | 4313 NW 12th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building | 2/7/2024   | \$291,194 | 24-0050-NEW   | 3008 NW Cedarwood Ln     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/7/2024   | \$291,194 | 24-0051-NEW   | 3012 NW Cedarwood Ln     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/7/2024   | \$561,378 | 24-0179-NEW   | 1602 NW Benjamin Dr      | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building | 2/9/2024   | \$402,433 | 24-0306-NEW   | 2711 NW Greenwood St     | Vander Kamp Homebuilders       | Vanderkamp Framing LLC         |
| Single Family Detached | New Building | 2/9/2024   | \$289,959 | 24-0325-NEW   | 4213 NE 6th St           | Genesis Homes Inc              | Genesis Homes Of Iowa LLC      |
| Single Family Detached | New Building | 2/9/2024   | \$372,201 | 24-0340-NEW   | 3505 NE 11th St          | Genesis Homes Inc              | Genesis Homes Of Iowa LLC      |
| Single Family Detached | New Building | 2/12/2024  | \$387,342 | 24-0335-NEW   | 5517 NE Seneca Dr        | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/12/2024  | \$361,924 | 24-0336-NEW   | 5513 NE Seneca Dr        | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/12/2024  | \$347,299 | 24-0361-NEW   | 1313 NE Deerfield Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/16/2024  | \$281,946 | 24-0490-NEW   | 4403 NW 12th St          | Sage Homes Inc.                | Sage Homes Inc                 |
| Single Family Detached | New Building | 2/16/2024  | \$463,099 | 24-0511-NEW   | 1316 NE 55th St          | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/19/2024  | \$483,633 | 24-0396-NEW   | 2705 NW Linwood Ct       | MJ Properties                  | MJ Properties LLC              |
| Single Family Detached | New Building | 2/19/2024  | \$300,319 | 24-0455-NEW   | 811 NE Deerfield Dr      | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$348,596 | 24-0459-NEW   | 4104 NE 8th St           | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$391,392 | 24-0460-NEW   | 731 NE Doe Pointe Dr     | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$424,428 | 24-0461-NEW   | 1410 NW Benjamin Dr      | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$303,103 | 24-0462-NEW   | 1664 NW Savannah Dr      | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$391,352 | 24-0469-NEW   | 3615 NW 28th St          | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$262,774 | 24-0475-NEW   | 610 NE Meadow Landing Dr | Greenland Homes Inc            | Greenland Homes Inc            |
| Single Family Detached | New Building | 2/19/2024  | \$328,029 | 24-0516-NEW   | 1317 NE Deerfield Dr     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |
| Single Family Detached | New Building | 2/20/2024  | \$415,888 | 24-0560-NEW   | 3516 NW 27th St          | Creative Building Ventures Inc | Creative Building Ventures Inc |
| Single Family Detached | New Building | 2/21/2024  | \$394,856 | 24-0579-NEW   | 2728 NW Greenwood St     | Leto Built                     | Leto Built                     |
| Single Family Detached | New Building | 2/21/2024  | \$379,150 | 24-0581-NEW   | 2812 NW Greenwood St     | Leto Built                     | Leto Built                     |
| Single Family Detached | New Building | 2/21/2024  | \$407,675 | 24-0582-NEW   | 2816 NW Greenwood St     | Leto Built                     | Leto Built                     |
| Single Family Detached | New Building | 2/21/2024  | \$379,150 | 24-0583-NEW   | 2820 NW Greenwood St     | Leto Built                     | Leto Built                     |
| Single Family Detached | New Building | 2/22/2024  | \$735,638 | 24-0318-NEW   | 1413 NW Benjamin Dr      | Ridgewood Homes                | Ridgewood Homes                |
| Single Family Detached | New Building | 2/23/2024  | \$236,917 | 24-0540-NEW   | 3016 NW Cedarwood Ln     | DR Horton - Iowa LLC           | DR Horton - Iowa LLC           |



|                        |                     |           |           |              |                          |                            |                        |
|------------------------|---------------------|-----------|-----------|--------------|--------------------------|----------------------------|------------------------|
| Single Family Detached | New Building        | 2/26/2024 | \$640,910 | 24-0319-NEW  | 501 NE 19th Ct           | Ridgewood Homes            | Ridgewood Homes        |
| Single Family Detached | New Building        | 2/26/2024 | \$421,011 | 24-0596-NEW  | 1621 NW Benjamin Dr      | Greenland Homes Inc        | Greenland Homes Inc    |
| Single Family Detached | New Building        | 2/26/2024 | \$302,443 | 24-0597-NEW  | 4207 NW 12th St          | Greenland Homes Inc        | Greenland Homes Inc    |
| Single Family Detached | New Building        | 2/26/2024 | \$447,740 | 24-0653-NEW  | 2804 NW 27th St          | Gardner Homes              | Gardner Homes          |
| Single Family Detached | New Building        | 2/27/2024 | \$431,908 | 24-0386-NEW  | 1521 SW Des Moines St    | Caliber Homes              | Caliber Homes          |
| Single Family Detached | New Building        | 2/28/2024 | \$455,827 | 24-0573-NEW  | 2708 NW 27th St          | Vander Kamp Homebuilders   | Vanderkamp Framing LLC |
| Single Family Detached | New Building        | 2/28/2024 | \$432,301 | 24-0574-NEW  | 2712 NW 27th St          | Vander Kamp Homebuilders   | Vanderkamp Framing LLC |
| Single Family Detached | New Building        | 2/28/2024 | \$516,521 | 24-0578-NEW  | 224 NE 60th Ct           | Knud Jespersen Troy        | Harmeyer Homes Inc     |
| Single Family Detached | New Building        | 2/28/2024 | \$329,511 | 24-0606-NEW  | 2714 NW Reinhart Dr      | Jerry's Homes Inc          | Jerry's Homes Inc      |
| Single Family Detached | New Building        | 2/28/2024 | \$321,324 | 24-0608-NEW  | 2706 NW Reinhart Dr      | Jerry's Homes Inc          | Jerry's Homes Inc      |
| Single Family Detached | New Building        | 2/28/2024 | \$335,704 | 24-0609-NEW  | 2702 NW Reinhart Dr      | Jerry's Homes Inc          | Jerry's Homes Inc      |
| Single Family Detached | New Building        | 2/28/2024 | \$327,128 | 24-0610-NEW  | 2710 NW Reinhart Dr      | Jerry's Homes Inc          | Jerry's Homes Inc      |
| Single Family Detached | New Building        | 2/28/2024 | \$328,508 | 24-0612-NEW  | 2620 NW Reinhart Dr      | Jerry's Homes Inc          | Jerry's Homes Inc      |
| Single Family Detached | New Building        | 2/28/2024 | \$369,461 | 24-0614-NEW  | 2616 NW Reinhart Dr      | Jerry's Homes Inc          | Jerry's Homes Inc      |
| Single Family Detached | New Building        | 2/28/2024 | \$373,996 | 24-0689-NEW  | 5601 NE Verona Dr        | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Detached | New Building        | 2/29/2024 | \$546,835 | 24-0702-NEW  | 507 SW Magazine Rd       | Caliber Homes              | Caliber Homes          |
| Single Family Detached | New Building        | 2/29/2024 | \$299,379 | 24-0648-NEW  | 707 NE Meadow Landing Dr | Greenland Homes Inc        | Greenland Homes Inc    |
| Single Family Attached | New Building        | 2/14/2024 | \$266,079 | 24-0401-NEW  | 4416 NE 13th St          | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Attached | New Building        | 2/14/2024 | \$266,079 | 24-0402-NEW  | 4420 NE 13th St          | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Attached | New Building        | 2/14/2024 | \$266,079 | 24-0403-NEW  | 4408 NE 13th St          | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Attached | New Building        | 2/14/2024 | \$266,079 | 24-0405-NEW  | 4412 NE 13th St          | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Attached | New Building        | 2/14/2024 | \$266,079 | 24-0413-NEW  | 4411 NE 13th St          | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Attached | New Building        | 2/14/2024 | \$266,079 | 24-0414-NEW  | 4407 NE 13th St          | DR Horton - Iowa LLC       | DR Horton - Iowa LLC   |
| Single Family Detached | Building Alteration | 2/1/2024  | \$26,775  | 24-0138-ALT  | 2506 NW Summit Ct        | Adam M Babbitt             | Dom Forest             |
| Single Family Detached | Building Alteration | 2/1/2024  | \$30,712  | 24-0279-ALT  | 713 NE Country Meadow Dr | 3 Sons Construction        | 3 Sons Construction    |
| Single Family Detached | Building Alteration | 2/1/2024  | \$19,404  | 24-0280-ALT  | 618 NE Whitetail Dr      | 3 Sons Construction        | 3 Sons Construction    |
| Single Family Detached | Pergola             | 2/2/2024  | \$32,351  | 24-0225-PERG | 3011 SW Pleasant Ct      | Buresh Home Solutions      | Buresh Home Solutions  |
| Single Family Detached | Building Alteration | 2/5/2024  | \$21,200  | 24-0352-ALT  | 3211 NW 25th St          | Brad Honderd               | Brad Honderd           |
| Single Family Attached | Building Addition   | 2/8/2024  | \$22,093  | 24-0378-ADD  | 2811 NW 44th St          | Chris Perrin               | Chris Perrin           |
| Single Family Detached | Building Alteration | 2/8/2024  | \$16,821  | 24-0415-ALT  | 1208 NW 27th St          | Happe Homes, LLP           | Happe Homes, LLP       |
| Single Family Detached | Building Alteration | 2/11/2024 | \$21,798  | 24-0423-ALT  | 3119 NW Reinhart Dr      | Ryan Michael Brown         | Ryan Michael Brown     |
| Single Family Detached | Building Alteration | 2/13/2024 | \$24,696  | 24-0518-ALT  | 4206 NW 13th St          | Sage Homes Inc.            | Sage Homes Inc.        |
| Single Family Detached | Building Alteration | 2/14/2024 | \$25,200  | 24-0523-ALT  | 2509 NW Abilene Rd       | Compelling Homes           | Compelling Homes       |
| Single Family Detached | Building Alteration | 2/20/2024 | \$21,546  | 24-0561-ALT  | 4410 NW 13th St          | Greenland Homes Inc        | Greenland Homes Inc    |
| Single Family Detached | Building Alteration | 2/20/2024 | \$3,024   | 24-0623-ALT  | 218 SW Westlawn Dr       | Golden Rule PHC            | Golden Rule PHC        |
| Single Family Detached | Building Alteration | 2/21/2024 | \$2,268   | 24-0647-ALT  | 2110 SW White Birch Dr   | Timothy P Erbes            | Timothy P Erbes        |
| Single Family Detached | Solar               | 2/22/2024 | \$33,953  | 24-0217-SOL  | 1402 NW Parkridge Pl     | Purelight Power            | Purelight Power        |
| Single Family Detached | Building Alteration | 2/22/2024 | \$5,465   | 24-0644-ALT  | 1410 SW Lynn Dr          | Thrasher Foundation Repair | Thrasher Inc           |
| Single Family Detached | Building Alteration | 2/22/2024 | \$3,000   | 24-0688-ALT  | 2614 SW 19th St          | Head Nate                  | Head Nate              |
| Single Family Attached | Building Alteration | 2/27/2024 | \$18,837  | 24-0686-ALT  | 2211 NW Chapel Ln        | Head Nate                  | Head Nate              |
| Single Family Detached | Building Alteration | 2/27/2024 | \$18,745  | 24-0713-ALT  | 3111 SE 17th St          | Dane Nolte                 | KBS                    |
| Single Family Detached | Building Alteration | 2/27/2024 | \$16,569  | 24-0719-ALT  | 4113 NE 6th St           | Shaver Benjamin            | Shaver Benjamin        |
| Single Family Detached | Building Alteration | 2/27/2024 | \$54,688  | 24-0727-ALT  | 6008 NE Briarwood Dr     | Thrasher Foundation Repair | Thrasher Inc           |
| Single Family Detached | Building Alteration | 2/28/2024 | \$14,742  | 24-0718-ALT  | 2314 NW Applewood St     | Taylor Fox                 | Taylor Fox             |
| Single Family Detached | Shed                | 2/5/2024  | \$2,400   | 24-0142-SHD  | 705 NE 10th St           | Tuff Shed                  | Tuff Shed              |

|                        |                     |           |             |              |                                  |                                     |                                     |
|------------------------|---------------------|-----------|-------------|--------------|----------------------------------|-------------------------------------|-------------------------------------|
| Single Family Detached | Shed                | 2/16/2024 | \$2,400     | 24-0576-SHD  | 2817 NW Boulder Point Pl         | Jeff Strachan                       | Jeff Strachan                       |
| Single Family Detached | Shed                | 2/20/2024 | \$8,000     | 24-0640-SHD  | 607 SW 48th St                   | Midwest Builders Of Iowa            | Midwest Builders Of Iowa            |
| Single Family Detached | Shed                | 2/22/2024 | \$2,400     | 24-0674-SHD  | 5004 NW 6th St                   | Tuff Shed                           | Tuff Shed                           |
| Single Family Detached | Shed                | 2/23/2024 | \$3,200     | 24-0711-SHD  | 206 NE Oak Dr                    | Justin A Campbell                   | Justin A Campbell                   |
| Single Family Detached | Deck                | 2/22/2024 | \$1,680     | 24-0684-DECK | 1005 SW Kenworthy Dr             | Des Moines Deck, LLC                | Des Moines Deck, LLC                |
| Single Family Detached | Deck                | 2/23/2024 | \$2,592     | 24-0520-DECK | 505 SW Driftwood Ct              | RJK Builders, LLC                   | RJK Builders, LLC                   |
| Single Family Detached | Deck                | 2/23/2024 | \$1,200     | 24-0693-DECK | 4213 NE 6th St                   | Genesis Homes Inc                   | Genesis Homes Of Iowa LLC           |
| Single Family Detached | Deck                | 2/28/2024 | \$1,440     | 24-0680-DECK | 3720 NE 8th St                   | Kleve Christy                       | Kleve Christy                       |
| Single Family Detached | Swimming Pool       | 2/5/2024  | \$0         | 23-6987-POOL | 1104 NE 47th St                  | Premier Pools & Spas                | Premier Pools & Spas                |
| Office                 | Building Alteration | 2/1/2024  | \$65,000    | 24-0131-ALT  | 2825 S Ankeny Blvd STE 103       | DRA Properties                      | DRA Properties, LC                  |
| Mixed Use              | Building Alteration | 2/1/2024  | \$170,000   | 24-0198-ALT  | 3606 NE Otterview Cir UNIT 103   | Rob Albright Const. Inc.            | Rob Albright Const. Inc.            |
| Office                 | Building Alteration | 2/8/2024  | \$4,710,000 | 23-6880-ALT  | 7400 SE Convenience Blvd Ste 101 | Opus Design Build LLC               | Opus Design Build LLC               |
| Mixed Use              | Building Alteration | 2/8/2024  | \$3,250,000 | 24-0213-ALT  | 4150 SE Delaware Ave             | Hy-Vee Construction                 | Hy-Vee Construction                 |
| Office                 | Building Alteration | 2/9/2024  | \$12,000    | 24-0286-ALT  | 1200 NW 36th St Ste 103          | DOWNING CONSTRUCTION, INC.          | DOWNING CONSTRUCTION, INC.          |
| Office                 | Building Alteration | 2/19/2024 | \$433,000   | 24-0224-ALT  | 1200 NW 36th St Ste 103          | DOWNING CONSTRUCTION, INC.          | Downing Construction, Inc           |
| Retail                 | Building Alteration | 2/20/2024 | \$13,000    | 24-0641-ALT  | 105 E 1st St                     | The Ankeny Klothng Exchange Inc     | The Ankeny Klothng Exchange Inc     |
| Office                 | Building Alteration | 2/21/2024 | \$95,000    | 24-0428-ALT  | 103 E 1st St                     | Bryan Exteriors                     | Bryan Exteriors                     |
| Retail                 | Building Alteration | 2/22/2024 | \$19,550    | 24-0332-ALT  | 1802 N Ankeny Blvd Ste 108       | Denny Elwell Company                | Denny Elwell Company                |
| Restaurant             | Building Alteration | 2/23/2024 | \$150,000   | 23-5686-ALT  | 2510 SW White Birch Dr Ste 7     | IconicBuilders llc                  | James P Goode                       |
| Office                 | Building Alteration | 2/27/2024 | \$115,000   | 24-0394-ALT  | 1465 SW Park Square Dr UNIT 204  | DRA Properties                      | DRA Properties, LC                  |
| Single Family Detached | Fence/Wall          | 2/5/2024  | \$0         | 24-0247-FNCE | 309 NW Linden St                 | American Fence Company              | American Fence Co                   |
| Single Family Detached | Fence/Wall          | 2/5/2024  | \$0         | 24-0362-FNCE | 3129 NW 16th Ct                  | Justus Fencing                      | Justus Fencing                      |
| Single Family Detached | Fence/Wall          | 2/5/2024  | \$0         | 24-0365-FNCE | 6108 NE Oak Dr                   | Lindaman Dirk                       | Justus Fencing                      |
| Single Family Detached | Fence/Wall          | 2/7/2024  | \$0         | 24-0391-FNCE | 3022 SW Glenbrooke Blvd          | Bret Staples                        | Bret Staples                        |
| Single Family Detached | Fence/Wall          | 2/9/2024  | \$0         | 24-0468-FNCE | 1636 NE Deerfield Dr             | Huber Fencing                       | Huber Fencing                       |
| Single Family Detached | Fence/Wall          | 2/12/2024 | \$0         | 24-0385-FNCE | 3101 NW 27th Cir                 | Luke Britto                         | Weber Construction                  |
| Single Family Detached | Fence/Wall          | 2/12/2024 | \$0         | 24-0480-FNCE | 702 NW Abbie Dr                  | American Fence Company              | American Fence Co                   |
| Single Family Detached | Fence/Wall          | 2/12/2024 | \$0         | 24-0481-FNCE | 1610 NW Poppy Ct                 | American Fence Company              | American Fence Co                   |
| Single Family Detached | Fence/Wall          | 2/12/2024 | \$0         | 24-0509-FNCE | 1211 SW Des Moines St            | Bret Staples                        | Bret Staples                        |
| Single Family Detached | Fence/Wall          | 2/13/2024 | \$0         | 24-0478-FNCE | 1106 NW 4th St                   | Bensley Josh                        | Bensley Josh                        |
| Single Family Detached | Fence/Wall          | 2/13/2024 | \$0         | 24-0519-FNCE | 519 NE 57th Ct                   | Cory Limkeman                       | Cory Limkeman                       |
| Single Family Detached | Fence/Wall          | 2/13/2024 | \$0         | 24-0522-FNCE | 4913 NW 4th St                   | Des Moines Steel Fence Co           | Des Moines Steel Fence Co           |
| Single Family Detached | Fence/Wall          | 2/13/2024 | \$0         | 24-0524-FNCE | 2817 NW Boulder Point Pl         | Des Moines Steel Fence Co           | Des Moines Steel Fence Co           |
| Single Family Detached | Fence/Wall          | 2/14/2024 | \$0         | 24-0343-FNCE | 3309 NE Huntington Ln            | American Fence Company              | American Fence Co                   |
| Single Family Detached | Fence/Wall          | 2/15/2024 | \$0         | 24-0545-FNCE | 1206 NW Benjamin Dr              | Strong Fencing & Decking LLC        | Strong Fencing & Decking LLC        |
| Single Family Detached | Fence/Wall          | 2/15/2024 | \$0         | 24-0559-FNCE | 6305 NE Grant Ln                 | Superior Fence & Rail               | Superior Fence and Rail             |
| Single Family Detached | Fence/Wall          | 2/21/2024 | \$0         | 24-0604-FNCE | 4208 NE 8th St                   | Bos Fencing                         | Bos Fencing                         |
| Single Family Detached | Fence/Wall          | 2/21/2024 | \$0         | 24-0645-FNCE | 5202 NW 7th St                   | American Fence Company              | American Fence Co                   |
| Single Family Detached | Fence/Wall          | 2/23/2024 | \$0         | 24-0669-FNCE | 2811 NW 41st St                  | Huber Fencing                       | Huber Fencing                       |
| Single Family Detached | Fence/Wall          | 2/26/2024 | \$0         | 24-0722-FNCE | 1317 SW 5th St                   | James Zupan Carl                    | James Zupan Carl                    |
| Single Family Detached | Fence/Wall          | 2/28/2024 | \$0         | 24-0811-FNCE | 222 NE 62nd St                   | Superior Fence & Rail of Central IA | Superior Fence & Rail of Central IA |
| Single Family Detached | Fence/Wall          | 2/28/2024 | \$0         | 24-0594-FNCE | 3116 SW Sunnybrooke Ct           | Douglass Andrew                     | Douglass Andrew                     |
| Single Family Detached | Fence/Wall          | 2/29/2024 | \$0         | 24-0712-FNCE | 3418 NW 28th St                  | Schumacher David                    | Precision Fencing                   |
| Single Family Detached | Fence/Wall          | 2/29/2024 | \$0         | 24-0826-FNCE | 4208 NW Cedarwood Dr             | American Fence Company              | American Fence Co                   |

|                        |                |           |                       |                             |                               |                               |
|------------------------|----------------|-----------|-----------------------|-----------------------------|-------------------------------|-------------------------------|
| School                 | Sign           | 2/1/2024  | \$2,619 24-0176-SIGNP | 1302 N Ankeny Blvd Bldg E   | Holly Jensen                  | Holly Jensen                  |
| School                 | Sign           | 2/1/2024  | \$6,914 24-0177-SIGNP | 1302 N Ankeny Blvd Bldg E   | Holly Jensen                  | Holly Jensen                  |
| Office                 | Sign           | 2/5/2024  | \$1,520 23-7092-SIGNP | 213 N Ankeny Blvd           | Chesnut Signs                 | Chesnut Signs                 |
| Retail                 | Sign           | 2/5/2024  | \$5,442 24-0304-SIGNP | 123 N Ankeny Blvd           | Signarama Ankeny and YESCO DM | Signarama Ankeny and YESCO DM |
| Restaurant             | Sign           | 2/7/2024  | \$2,500 24-0349-SIGNP | 1620 N Ankeny Blvd Ste 100  | Strictly Neon, Inc            | Strictly Neon, Inc            |
| Restaurant             | Sign           | 2/7/2024  | \$2,500 24-0350-SIGNP | 1620 N Ankeny Blvd Ste 100  | Strictly Neon, Inc            | Strictly Neon, Inc            |
| Restaurant             | Sign           | 2/7/2024  | \$2,200 24-0351-SIGNP | 1620 N Ankeny Blvd Ste 100  | Strictly Neon, Inc            | Strictly Neon, Inc            |
| Retail                 | Sign           | 2/15/2024 | \$980 24-0526-SIGNP   | 219 SW Cherry St            | Signcraft LLC                 | Signcraft LLC                 |
| Retail                 | Sign           | 2/26/2024 | \$2,600 24-0328-SIGNP | 1802 N Ankeny Blvd Ste 108  | Ankeny Hardware               | Tri City Sign                 |
| Retail                 | Sign           | 2/26/2024 | \$8,000 24-0329-SIGNP | 1802 N Ankeny Blvd Ste 108  | Ankeny Hardware               | Tri City Sign                 |
| Retail                 | Sign           | 2/26/2024 | \$2,000 24-0330-SIGNP | 1802 N Ankeny Blvd Ste 108  | Ankeny Hardware               | Tri City Sign                 |
| Retail                 | Sign           | 2/26/2024 | \$2,000 24-0605-SIGNP | 1802 N Ankeny Blvd Ste 108  | Denny Elwell Family LC        | Denny Elwell Family LC        |
| Retail                 | Temporary Sign | 2/10/2024 | \$0 24-0172-SIGNT     | 1325 SW Oralabor Rd Ste 208 | H&R Block                     | H&R Block                     |
| Retail                 | Temporary Sign | 2/23/2024 | \$0 24-0586-SIGNT     | 2310 SE Delaware Ave Ste P  | A & A Amazing II, LLC         | A & A Amazing II, LLC         |
| Church                 | Temporary Sign | 2/27/2024 | \$0 24-0683-SIGNT     | 825 NW 36th St              | Prairie Ridge Church          | Prairie Ridge Church          |
| Single Family Detached | Sidewalk       | 2/1/2024  | \$0 24-0299-RSWRP     | 209 NE 9th St               | Kronos Construction 515 LLC   | Kronos Construction 515 LLC   |
| Storage                | Drive Approach | 2/28/2024 | \$0 24-0805-RSTRM     | 1610 SE Cortina Dr          | Iowa Contracting Inc          | Iowa Contracting Inc          |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to receive and file Utility Billing Report for February 2024.

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                        |
|  <a href="#">Utility Billing Report</a> |

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. | Total Tax  | Misc. Charges | Sewer Billings | Sewer Svc. Avail. | # S.A. Chg. | Storm Water Billings | Total Monthly Billings |
|----------------------|------------------|------------------------------|----------------|--------------------|--------------------|-------------|------------|---------------|----------------|-------------------|-------------|----------------------|------------------------|
| July                 | 29,175           | 263,647,619                  | \$ 1,820,835   | \$ 6.91            | \$ 315,560         | 27,111      | \$ 149,121 | \$ 15,088     | \$ 769,528     | \$ 543,466        | 26,584      | \$ 291,668           | \$ 3,756,145           |
| August               | 29,406           | 281,317,965                  | \$ 1,925,366   | \$ 6.84            | \$ 316,457         | 27,189      | \$ 157,068 | \$ 15,130     | \$ 856,194     | \$ 544,768        | 26,657      | \$ 292,117           | \$ 3,950,032           |
| September            | 29,370           | 290,171,913                  | \$ 2,022,248   | \$ 6.97            | \$ 318,081         | 27,299      | \$ 161,500 | \$ 15,187     | \$ 866,462     | \$ 547,367        | 26,762      | \$ 292,835           | \$ 4,062,180           |
| October              | 29,414           | 215,518,443                  | \$ 1,519,119   | \$ 7.05            | \$ 318,670         | 27,346      | \$ 129,861 | \$ 15,218     | \$ 794,786     | \$ 548,962        | 26,820      | \$ 293,228           | \$ 3,489,982           |
| November             | 29,408           | 151,845,412                  | \$ 1,006,171   | \$ 6.63            | \$ 318,020         | 27,412      | \$ 102,185 | \$ 15,275     | \$ 800,843     | \$ 551,172        | 26,930      | \$ 293,833           | \$ 2,985,313           |
| December             | 29,355           | 131,802,257                  | \$ 920,090     | \$ 6.98            | \$ 318,167         | 27,443      | \$ 94,882  | \$ 15,299     | \$ 765,650     | \$ 551,839        | 26,966      | \$ 294,206           | \$ 2,865,252           |
| January              | 29,367           | 133,365,917                  | \$ 831,328     | \$ 6.23            | \$ 318,701         | 27,480      | \$ 93,936  | \$ 15,319     | \$ 793,389     | \$ 552,752        | 27,003      | \$ 294,557           | \$ 2,806,046           |
| February             | 29,411           | 136,955,483                  | \$ 936,644     | \$ 6.84            | \$ 318,993         | 27,507      | \$ 97,812  | \$ 15,338     | \$ 805,488     | \$ 553,457        | 27,033      | \$ 294,876           | \$ 2,924,797           |
| March                |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| April                |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| May                  |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| June                 |                  |                              |                |                    |                    |             |            |               |                |                   |             |                      |                        |
| <b>FY Total</b>      | 234,906          | 1,604,625,009                | \$ 10,981,801  | \$ 54.45           | \$ 2,542,650       | 218,787     | \$ 986,365 | \$ 121,854    | \$ 6,452,340   | \$ 4,393,783      | 214,755     | \$ 2,347,319         | \$ 26,839,747          |
| <b>FY 24 Average</b> | 29,363           | 200,578,126                  | 1,372,725      | \$ 6.81            | 317,831            | 27,348      | 123,296    | 15,232        | 806,543        | 549,223           | 26,844      | 293,415              | 3,354,968              |
| <b>FY 23 Average</b> | 28,338           | 188,099,141                  | 1,183,291      | \$ 6.32            | 299,367            | 26,581      | 110,645    | 14,818        | 821,186        | 533,485           | 26,102      | 284,256              | 3,136,403              |
| <b>FY 22 Average</b> | 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           |
| <b>FY 21 Average</b> | 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           |
| <b>FY 20 Average</b> | 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           |
| <b>FY 19 Average</b> | 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           |
| <b>FY 18 Average</b> | 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           |
| <b>FY 17 Average</b> | 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           |
| <b>FY 16 Average</b> | 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           |
| <b>FY 15 Average</b> | 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           |
| <b>FY 14 Average</b> | 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           |
| <b>FY 13 Average</b> | 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           |
| <b>FY 12 Average</b> | 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           |
| <b>FY 11 Average</b> | 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           |
| <b>FY 10 Average</b> | 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           |
| <b>FY 09 Average</b> | 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             |
| <b>FY 08 Average</b> | 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             |
| <b>FY 07 Average</b> | 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             |
| <b>FY 06 Average</b> | 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             |
| <b>FY 05 Average</b> | 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             |
| <b>FY 04 Average</b> | 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             |
| <b>FY 03 Average</b> | 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             |
| <b>FY 02 Average</b> | 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             |
| <b>FY 01 Average</b> | 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             |
| <b>FY 00 Average</b> | 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             |
| <b>FY 99 Average</b> | 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             |
| <b>FY 98 Average</b> | 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             |
| <b>FY 97 Average</b> | 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 18, 2024

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 Change Order #1 decreasing the contract amount by \$83,000 to CB&I Storage Tank Solution LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.

EXECUTIVE SUMMARY:

This change order is due increase the width and reduce the length of the walkway/catwalk from the concrete pedestal wall to the access tube in place of walkway/catwalk spanning the entire diameter of the pedestal and to provide CB&I's "Fresh Mix" sytem in lieu of duckbill check valve mixing system.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Change Order #1](#)



## CHANGE ORDER FORM



Project Title: NW Irvinedale Drive - Elevated Water Storage Tank  
Contractor: CB&I Storage Tank Solutions LLC  
Address: 915 N. Eldridge Parkway, Houston, TX 77079  
Finance Budget Code: 611.3611.4450 Finance Project #: 611.4450  
Vendor Project #: 5922 Purchase Order #: 0  
Original Contract Date: October 16, 2023 Vendor Account #: 5922

Date of Council Meeting: March 18, 2024 Change Order #: 1

### Purpose of Change Order:

See the attached email dated 3/5/2024 between Scott Fleming (HDR) and Drew Rockafellow (CB&I) for details on the walkway and FreshMix systems to be included in this Change Order.

Item 1: Increase the width and reduce the length of the walkway/catwalk from the concrete pedestal wall to the access tube in place of a walkway/catwalk spanning the entire diameter of the pedestal.

Item 2: Provide CB&I's "FreshMix" system in lieu of the duckbill check valve mixing system shown in the Contract Documents. The FreshMix system provided is to be the welded stainless steel option with two outlet check valves, as shown in the attached email referenced above.

### Details of Change Order:

| ITEM # | DESCRIPTION                            | UNITS | QUANTITY CHANGE | UNIT PRICE     | EXTENDED PRICE |
|--------|----------------------------------------|-------|-----------------|----------------|----------------|
| 1      | Catwalk modifications                  | LS    | 1.00            | \$ (3,000.00)  | \$ (3,000.00)  |
| 2      | Welded stainless steel FreshMix system | LS    | 1.00            | \$ (80,000.00) | \$ (80,000.00) |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |
|        |                                        |       |                 |                | \$ -           |

Change Order #: 1 makes the following adjustments to the Contract: \$ (83,000.00)

Contractor Accepted: CB&I Storage Tank Solutions LLC

Firm Name

3/11/2024

Signature

Date

Engineer Approved: HDR Engineering, Inc.

Firm Name

3/11/2024

Signature

Date

Owner Accepted: City of Ankeny

Signature

Mayor

Title

March 18, 2024

Date

Attest for Owner:

Signature

City Clerk

Title

March 18, 2024

Date

### Record of Change Orders:

| Original Contract Amount |                   | \$ 9,751,758.59 |
|--------------------------|-------------------|-----------------|
| #                        | Change Order Date | Amount          |
| 1                        | March 18, 2024    | \$ (83,000.00)  |
| 2                        |                   |                 |
| 3                        |                   |                 |
| 4                        |                   |                 |
| 5                        |                   |                 |
| 6                        |                   |                 |
| 7                        |                   |                 |
| 8                        |                   |                 |
| 9                        |                   |                 |
| 10                       |                   |                 |
| 11                       |                   |                 |
| 12                       |                   |                 |
| 13                       |                   |                 |
| 14                       |                   |                 |
| 15                       |                   |                 |

Revised Contract Amount \$ 9,668,758.59

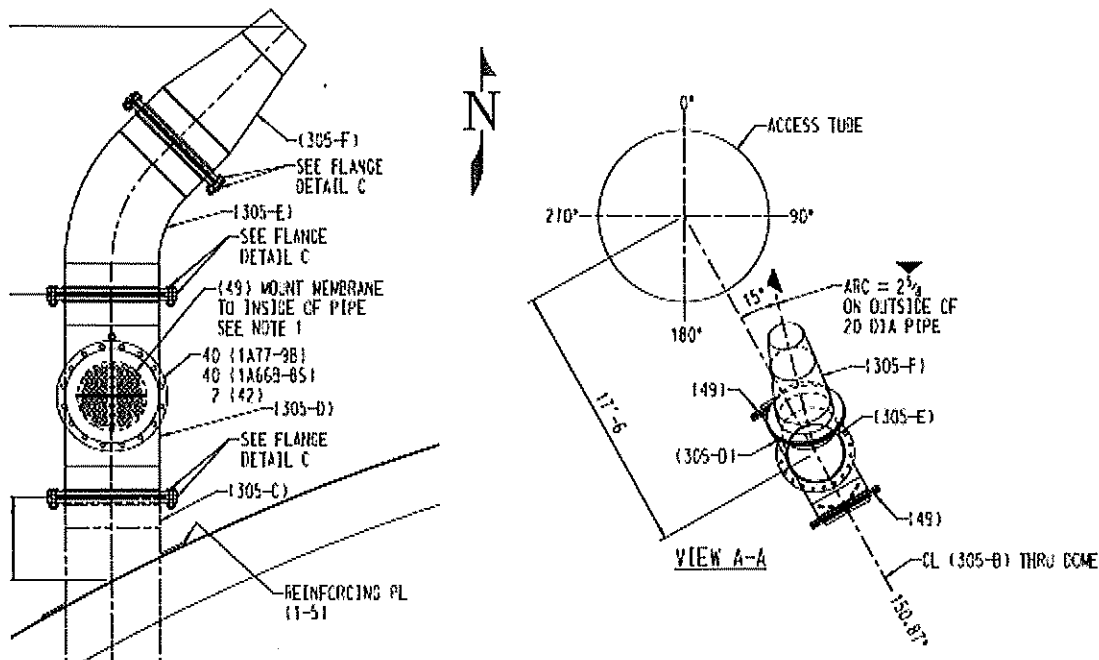
**From:** Fleming, Scott  
**Sent:** Tuesday, March 5, 2024 1:09 PM  
**To:** dclark@ankenyiowa.gov  
**Cc:** sbuckner@ankenyiowa.gov; Baker, Rob; Graham, Tyler  
**Subject:** FW: 252422 Ankeny, IA - Fresh Mix Mixing system and catwalk deducts  
**Attachments:** 252422 Ankeny Wider Walkway Plan.PDF; 252422 Ankeny Wider Walkway Section.PDF

Don-

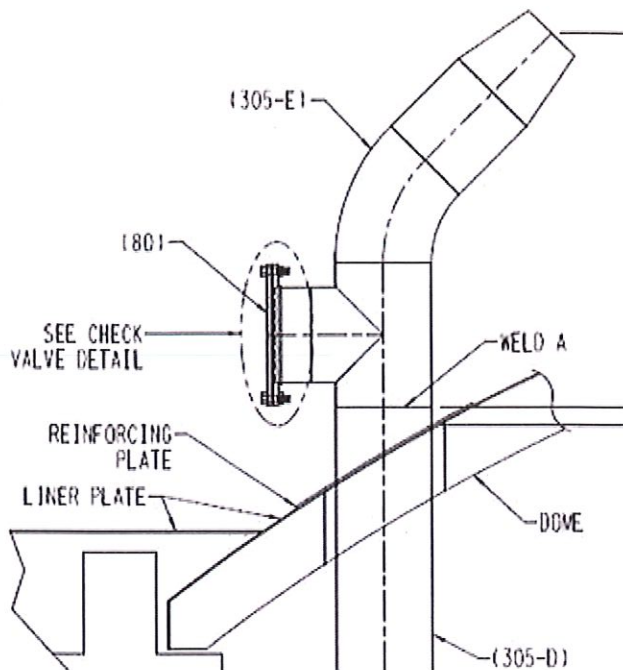
CB&I has provided their proposed FreshMix deduct and walkway deduct options below, with the walkway drawings attached for clarity. They are requesting written direction on how to continue this week with formal documentation (WCD/CO) to follow later.

The options for the flanged vs welded FreshMix deduct are illustrated below:

#### FLANGED



#### WELDED



We can discuss this further at the progress meeting at 9am tomorrow, but wanted to get it to you ahead of time. Feel free to contact me to discuss this further.

**Scott Fleming, PE**  
Project Manager

**HDR**  
D 816-347-1354 M 816-665-2671  
Scott.Fleming@hdrinc.com

**From:** Rockafellow, Drew W <Drew.Rockafellow@mcdermott.com>  
**Sent:** Tuesday, March 5, 2024 12:45 PM  
**To:** Fleming, Scott <scott.fleming@hdrinc.com>; Baker, Rob <Rob.Baker@hdrinc.com>  
**Cc:** Decker, Ken W <Ken.Decker@mcdermott.com>  
**Subject:** RE: 252422 Ankeny, IA - Fresh Mix Mixing system and catwalk deducts

You don't often get email from drew.rockafellow@mcdermott.com. [Learn why this is important](#)

**CAUTION: [EXTERNAL]** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

Here is the summary of deduct pricing for all the options requested. These will meet the contract requirements (AIS).

| 252422 Ankeny, IA 2.5MG CET |             |        |
|-----------------------------|-------------|--------|
| FreshMix Deduct Options     |             |        |
| Option                      | Description | Deduct |

|   |                                          |              |
|---|------------------------------------------|--------------|
| 1 | Welded Stainless FreshMix system         | -\$80,000.00 |
| 2 | Welded Stainless FreshMix System w/ CFD  | -\$56,000.00 |
| 3 | Flanged Stainless FreshMix System        | -\$41,000.00 |
| 4 | Flanged Stainless FreshMix System w/ CFD | -\$17,000.00 |

The AIS requirements greatly increase the costs for switching to flanged connections. Here lately stainless nuts/bolts/washers are very difficult to find and expensive.

| 252422 Ankeny, IA 2.5MG CET |                                                       |             |
|-----------------------------|-------------------------------------------------------|-------------|
| Catwalk Options             |                                                       |             |
| Option                      | Description                                           | Deduct      |
| 1                           | No change - Full diameter Standard Width Catwalk      | \$0.00      |
| 2                           | Typical Catwalk (Shaft to access tube) Standard Width | -\$9,000.00 |
| 3                           | Wide Catwalk (Shaft to Access tube)                   | -\$3,000.00 |

Attached is a sketch showing the wide version of the catwalk as requested.

Let me know if you have any questions on these items.

As mentioned our engineer group is to a standstill until we have direction on these items. We need to get things finalized and materials ordered, as AIS increases lead times significantly. Can we please have written direction on how to continue this week with formal documentation (WCD/CO) to follow later?

Thanks,

**Drew Rockafellow**

Project Manager

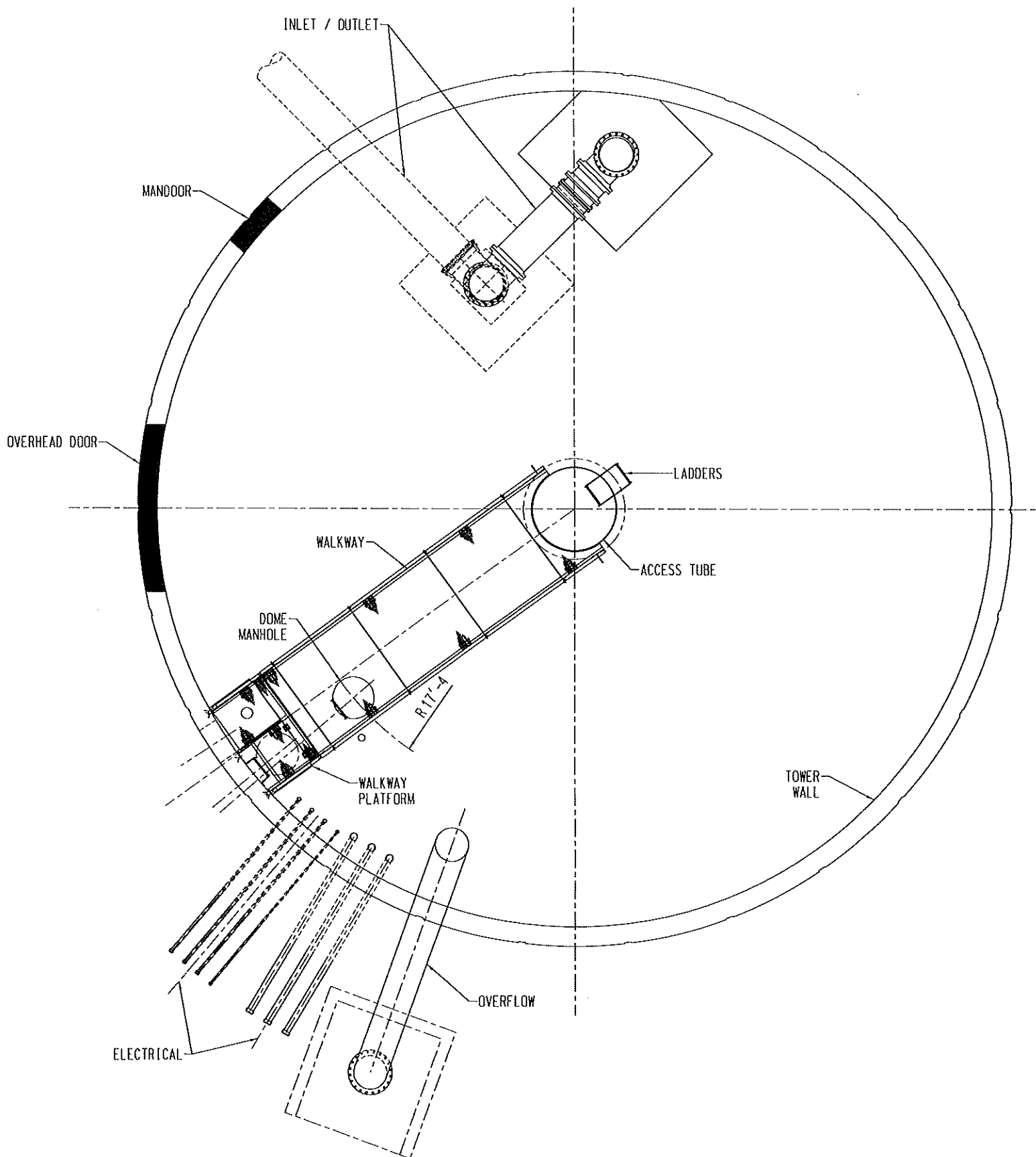
Office: +1 815-439-4460

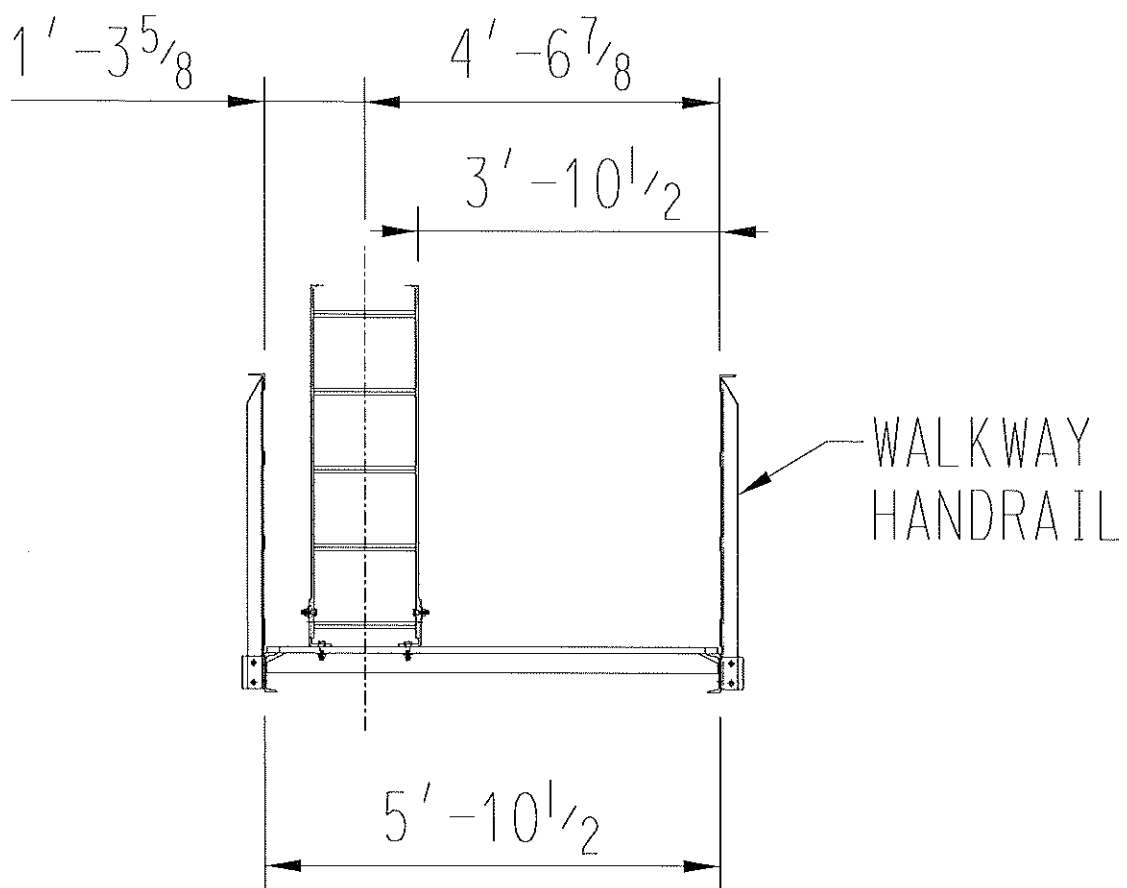
Mobile: +1 205-919-9415

14109 S. Route 59 | Plainfield, IL 60544-8984 | USA



[www.cbi.com](http://www.cbi.com)









ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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

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LEGAL:

No Review Required

---

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure and Environment (Foth) for preliminary design engineering services for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.

---

EXECUTIVE SUMMARY:

The City has engaged Foth for the preliminary design engineering services for the NW State Street Extension project. The preliminary design plans will be provided to developers as land is developed around the future NW State Street Extension project in order to reduce potential conflicts and cost increases for the future City project. Amendment #1 expands the preliminary design services to include additional design coordination with CDA regarding the proposed Hope Crest Plat 1 development and storm sewer design impacting the NW State Street Extension project.

The scope of the preliminary design engineering services and the corresponding fees are shown in the attached Amendment #1 to the Professional Services Agreement. The original Agreement is also attached

for reference.

The fee for the additional engineering services is \$29,500.00. The original Professional Services Agreement is \$473,400.00 Adding Amendment #1 increases the total contract amount to \$502,900.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Foth in the amount of \$29,500.00 for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.

---

#### FISCAL IMPACT: No

The preliminary design services for the project was included in the 2023 CIP. The project is included in the 2024 - 2028 Capital Improvement Program as a High Priority Project for future final design and construction.

---

#### CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$29,500.00 with Foth Infrastructure and Environment (Foth) for design engineering services for the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project, and authorize the Mayor to execute said agreement..

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#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 6, 2023: Council approved Professional Services Agreement with Foth for design engineering services of the NW State Street Extension - NW 36th Street to NW 54th Street and NW Irvinedale Drive Intersection project.

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#### PUBLIC OUTREACH EFFORTS:

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#### ACTION REQUESTED:

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#### ADDITIONAL INFORMATION:

---

#### ATTACHMENTS:

|                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                   |
|  <a href="#">Amendment #1</a>                    |
|  <a href="#">Professional Services Agreement</a> |



## PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

### NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection

This **AMENDMENT**, made and entered into this 18<sup>th</sup> day of March, 2024, by and between the **CITY OF ANKENY, IOWA**, hereinafter referred to as the “City”, and **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC.**, hereinafter referred to as the “Consultant”, for professional services in connection with the NW State Street Extension – NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection hereby amends the original AGREEMENT dated March 6, 2023 as follows:

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

|                                     |                     |
|-------------------------------------|---------------------|
| I. Basic Services of the Consultant |                     |
| A. Project Coordination             | \$ 2,500.00         |
| B. <u>Preliminary Design</u>        | \$ 27,000.00        |
| <b>TOTAL</b>                        | <b>\$ 29,500.00</b> |

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

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

THIS AMENDMENT executed the day and year written above.

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**

**CITY OF ANKENY, IOWA**

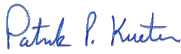
BY:   
Andy S. Floy, P.E.  
Lead Civil Engineer

 Digitally signed by Andy S. Floy  
DN: CN=Andy S. Floy, OU=Active User  
Accounts, OU=Members, DC=foth, DC=com  
Reason: I am approving this document  
Date: 2024.02.23 11:57:55-06'00'

BY: \_\_\_\_\_  
Mark E. Holm  
Mayor

**WITNESS**

**ATTEST**

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

\_\_\_\_\_  
Name: Michelle Yuska  
Title: City Clerk

## **Attachment No. 1**

### **Scope of Services**

---

#### **I. BASIC SERVICES OF THE CONSULTANT**

##### **A. Project Coordination**

The Consultant will complete the following project coordination tasks.

1. **Design Development Meetings**  
Additional meetings and review of the Hope Crest development. Prepare minutes of meetings and keep documentation of other communications.
2. **Project Management (Three (3) months, February – April 2024)**  
The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, and senior review of deliverables.

##### **B. Preliminary Design (60% Complete)**

The Consultant will perform preliminary design modifications based on information received from CDA on the Hope Crest development preliminary design. The work to be performed by the Consultant will consist of the following tasks:

1. **NW State Street Profile modification**  
The profile of NW State Street will be modified to a grade that matches closely to that provided by CDA adjacent to Hope Crest Plat 1. Other modifications will be made to coordinate key elevations given in order to outlet the storm water into channels that flow into the Hope Crest detention ponds.
2. **NW 43<sup>rd</sup> Street and NW Abilene Road Roundabouts Profile modifications**  
The profiles of the roundabouts at NW 43<sup>rd</sup> Street and NW Abilene Road will be modified to align with the changes made to the NW State Street profile. Each roundabout will require 9 profiles to be modified (1 center profile, 4 entry profiles, and 4 exit profiles) for a total of 18 profiles.
3. **Culvert Modifications**  
Culvert locations, drainage areas, sizes, and flowlines will be updated based on the new NW State Street profile and the locations provided by CDA to outlet into channels that flow into the Hope Crest planned detention ponds.
4. **Storm Sewer Modifications**  
Storm sewer layout will be updated using new NW State Street and roundabout profiles. Sizing and Outlets locations will correlate to the Hope Crest master plan provided by CDA.
5. **Analysis of Existing Storm Sewer**  
It was determined the existing storm sewer system at 36<sup>th</sup> Street is undersized and needed to be analyzed to determine the capacity of the system and the amount of surcharge at the connection point. Analysis will provide planned surcharge amount to establish a drainage easement requirement on future developments.
6. **Preliminary Plan Preparation**  
Changes from the design elements listed above will be updated in the following sheet series for the 60 percent Preliminary Plan Submittal.
  - D Sheets and E Sheets
  - M Sheets
  - K Sheets

## **Attachment No. 2**

### **Schedule**

---

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

I. Preliminary Design

November 2023 to April 2024

## **Attachment No. 3 Standard Rate Table**

---

### **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2024 STANDARD HOURLY RATE SCHEDULE**

| <b><u>CLASSIFICATION</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------|---------------------------|
| Principal                    | \$248 - \$259             |
| Project Manager              | \$190 - \$248             |
| Project Engineer             | \$159 - \$248             |
| Staff Engineer               | \$131 - \$162             |
| Planner                      | \$131 - \$214             |
| Project Scientist            | \$131 - \$173             |
| Technician                   | \$88 - 181                |
| Construction Manager         | \$137 - \$188             |
| Land Surveyor                | \$150 - \$212             |
| Project Administrator        | \$85 - \$106              |
| Administrative Assistant     | \$64                      |

#### **REIMBURSABLE EXPENSES**

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

#### **ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

# AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

## NW State Street Extension NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection

This Agreement is made and entered into this 6<sup>th</sup> day of March 2023, by and between the CITY OF ANKENY, a municipal corporation, hereinafter referred to as "City", and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC., (Fed. I.D. #20-5814224), a limited liability company licensed under the laws of the State of Iowa, party of the second part, hereinafter referred to as "Consultant" as follows:

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

### 1. SCOPE OF SERVICES

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

### 2. SCHEDULE

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

### 3. COMPENSATION

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

#### I. **Basic Services of the Consultant**

|                                        |                  |
|----------------------------------------|------------------|
| <b>A. Project Coordination</b>         | <b>\$ 61,000</b> |
| <b>B. Design Surveys and Mapping</b>   | <b>\$ 99,000</b> |
| <b>C. Traffic Engineering Services</b> | <b>\$ 68,000</b> |
| <b>D. Functional Design</b>            | <b>\$114,600</b> |
| <b>E. Environmental Services</b>       | <b>\$ 24,800</b> |
| <b>F. Preliminary Design</b>           | <b>\$106,000</b> |
| <b>TOTAL</b>                           | <b>\$473,400</b> |

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

Foth Infrastructure and Environment, L.L.C.  
 Project No. 23A007.00  
 Date: March 6, 2023

NW State Street Extension  
 NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
 Ankeny, Iowa

#### 4. INSURANCE

- A. Consultant shall provide insurance as specified in the City of Ankeny Insurance Requirements For Professional Services provisions attached to and made part of this Agreement.
- B. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

#### 5. NOTICE

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

FOR THE CITY:

FOR THE CONSULTANT:

Name: City of Ankeny  
 Attn: Mitch Wedell, P.E.  
 Address: 1210 NW Prairie Ridge Drive  
 City, State: Ankeny, IA 50023

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

#### 6. GENERAL COMPLIANCE

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

#### 7. STANDARD OF CARE

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

#### 8. INDEPENDENT CONTRACTOR

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

#### 9. NON-DISCRIMINATION

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

Foth Infrastructure and Environment, L.L.C.  
Project No. 23A007.00  
Date: March 6, 2023

NW State Street Extension  
NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
Ankeny, Iowa

#### 10. HOLD HARMLESS

Consultant agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorney's fees, and court costs for any damage or loss which is due to or arises from a breach of this Agreement, or from negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub consultants or anyone for whom Consultant is legally liable.

#### 11. ASSIGNMENT

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

#### 12. APPROPRIATION OF FUNDS

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

#### 13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

#### 14. OWNERSHIP OF CONSULTING DOCUMENTS

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

#### 15. INTERPRETATION

No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of the Agreement. This is a



completely integrated Agreement and contains the entire agreement of the parties; any prior written or oral agreements shall be of no force or effect and shall not be binding upon either party. The laws of the State of Iowa shall govern and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa.

#### 16. COMPLIANCE WITH FEDERAL LAW

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

#### 17. SOLICITATION AND PERFORMANCE

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

#### 18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months after such suspension, unless this period is extended by written consent of the Consultant.
- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph 3 of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with the contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

Foth Infrastructure and Environment, L.L.C.  
 Project No. 23A007.00  
 Date: March 6, 2023

NW State Street Extension  
 NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
 Ankeny, Iowa

## 19. TAXES

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

## 20. SEVERABILITY

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

## 21. MISCELLANEOUS HEADINGS

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

## 22. FURTHER ASSURANCES

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

## 23. COUNTERPARTS

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

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

Foth Infrastructure and Environment, LLC

BY: \_\_\_\_\_

Andy S. Floy, P.E.  
 Lead Civil Engineer

CITY OF ANKENY, IOWA

DocuSigned by:

BY: \_\_\_\_\_

Mark Holm, Mayor

WITNESS

Name: Molly D. Long, P.E.

Title: Lead Civil Engineer

ATTEST

DocuSigned by:

BY: \_\_\_\_\_

Name: Michelle Yuska

Title: City Clerk

Foth Infrastructure and Environment, L.L.C.  
 Project No. 23A007.00  
 Date: March 6, 2023

NW State Street Extension  
 NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
 Ankeny, Iowa

## ATTACHMENT 1 SCOPE OF SERVICES

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The project consists of the preliminary design of NW State Street north from NW 36<sup>th</sup> Street to existing NW Irvinedale Drive at the NW 54<sup>th</sup> Street intersection, approximately 9,100 linear feet. The NW State Street alignment will be based on Concept 1 in HDR's Final Technical Memo for the NW State Street Extension Study completed in 2017. The Consultant will complete a traffic study for Concept 1 that includes traffic model development, capacity and operational analyses, and recommended improvements. The Consultant will complete project coordination activities, design surveys, boundary surveys, geotechnical exploration, functional roadway design, and preliminary roadway design. Services will also include traffic signal design, environmental services, storm sewer, and water main. This scope of services is based on the following project assumptions:

### Project Assumptions

- The conceptual design work previously completed by HDR as part of the NW State Street Extension Study (November 2017) will be used as a basis to begin preliminary design. The recommended alignment is Concept 1.
- The traffic study will follow the City's *Traffic Impact Study Requirements for Proposed Developments* memorandum dated September 2019.
- The traffic study limits are NW Irvinedale Drive on the west, NW 36<sup>th</sup> Street on the south, NW Ash Drive on the east, and NW 54<sup>th</sup> Street on the north.
- All traffic count information will be provided by the City. The background traffic conditions from Snyder & Associates Exhibits 4, 5, and 6 will be used.
- The phased build-out described in the HDR study will be used as a basis for the roadway typical cross-section of NW State Street. Both the interim build condition and the full build condition will be considered in the preliminary roadway design and estimation of construction costs.
- Survey, environmental services, and preliminary design limits of NW State Street will be from NW 36<sup>th</sup> Street to the intersection of NW Irvinedale Drive at NW 54<sup>th</sup> Street.
- The current Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications shall apply to design work on this project.
- A northbound left turn lane, northbound right turn lane, and other capacity needs on NW State Street at NW 36<sup>th</sup> Street will be included in the preliminary design.
- Roundabout geometric concepts will be developed for the intersections of NW State Street with NW 43<sup>rd</sup> Street, NW Abilene Road, NW Irvinedale Drive, and NW 54<sup>th</sup> Street.
- A 12-inch water main will be designed along the east and north sides of NW State Street from NW 36<sup>th</sup> Street to NW Abilene Road.
- Storm sewer preliminary design limits will be from NW 36<sup>th</sup> Street to the intersection of NW Irvinedale Drive at NW 54<sup>th</sup> Street.
- The project will incorporate City fiber optic conduit(s) within the limits of the project.
- Project functional design, including vertical profile, will be completed by end of August 2023. Preliminary design will be completed by end of October 2023.

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

### I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant all information available with respect to the City's requirements, including any special or extraordinary considerations

for the Project or special services needed, and to make available pertinent existing data. The Consultant shall provide the following basic services regarding the Project.

#### **A. Project Coordination**

The Consultant will complete the following project coordination tasks.

##### **1. Design Development Meetings**

Maintain communications with the City to review progress and discuss specific elements of the project design and receive direction from the City. 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. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings at the Public Services Building that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Design Criteria/Project Kickoff – One (1) meeting
- Functional Design Phase – One (1) meeting
- Preliminary Design Phase – One (1) meeting

There is one (1) additional meeting included for miscellaneous purposes and it is understood by the parties that the Consultant will attend additional meetings as needed to complete the Project.

##### **2. Public Information Meetings – Task not included.**

##### **3. Individual Property Owner Meetings – Task not included.**

##### **4. Design Utility Coordination Meetings – Task not included.**

##### **5. Periodic Meetings with Local Elected Officials – Task performed by City.**

##### **6. Property Impact Display**

Prepare a property acquisitions display strip map which will consist of aerial imagery and show the proposed roadway design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent/temporary easement needs. The display will be labeled with key parcel information and reference individual easement square footage areas. The display will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

##### **7. Quality Control**

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

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

##### **8. Project Management (Eight (8) months, March 2023 – October 2023)**

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

## **B. Design Surveys and Mapping**

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

### **1. Control Survey**

Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. The City shall supply information on any datums, benchmarks, or control points they want to see utilized in design and plans.

Vertical datum for this survey is relative to NAVD88, computed using Geoid 18. Horizontal datum is NAD83.

Mobile LiDAR and Aerial targets control shall be based on base/rover GNSS survey system to establish coordinates on target points identified to be utilized for the mobile LiDAR and sUAS system. Each photo control point will be observed twice separated by a 3–4 hour window to allow different satellite geometry to verify coordinate accuracy.

### **2. Topographic Survey**

#### **a. Small Unmanned Aerial Aircraft System (sUAS) Acquisition**

Utilizing a sUAS with a 40 megapixel camera equipped aircraft to capture the Drone Study Area (shown below). Overlapping semi-autonomous flights will be conducted at estimated at 350 ft above ground at a flight speed of 7-12 mph to allow sufficient data density and varied collection reference paths in order to prevent data shadowing from objects in project area. The sUAS system is a post-processing kinematic survey-grade sensor equipped for direct-georeferenced imagery collected. Using a combination of Context Capture software and TopoDOT, the LiDAR data will be processed and filtered to remove noise in order to support DTM extraction of the bare-earth model. Ground surveyed observations will be used additionally to help QA/QC the sUAS LiDAR data to confirm it's consistent with project specifications. sUAS operators will be FAA Part 107 certified remote pilots with a current operational certificate rating. The sUAS flight team will be a 2-person flight team to include a forward observer for additional site safety and assist the main remote pilot during active flights for equipment management. Also, all staff will wear ANSI 107 Class II safety vests.

#### **b. Mobile LiDAR**

Utilizing the Riegl VMX-2HA system, mounted on a standard pickup truck, will make multiple passes along each corridor in each direction acquiring LiDAR data and digital imagery within the limits described below. A rolling traffic block shall be implemented during data collection, this approach will help limit "traffic noise" in the scan data, which will block the scanners line-of-sight of the full roadway prism and potentially critical design features. The speed of the mobile LiDAR vehicle, and rolling traffic break, is typically just below the posted speed limit, resulting in minimal disruption to normal traffic flow. The consultant will coordinate rolling traffic blocks with the City.

#### **c. Traditional Field Survey**

This task includes field survey to supplement the sUAS/Mobile LiDAR Survey as necessary for the project design. The task will include surveying features not included in the Photogrammetric/LiDAR Survey Task. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the photogrammetric data for incorporation in the digital terrain model as necessary.

Perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the digital terrain model.

3. Utility Survey

Perform utility surveys required for the development of the project. Contact utility owners of record or the "Iowa One Call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Utilities will be collected according to ASCE SUE quality levels (Level A-D) and will be shown and described on the plans.

This task consists of field survey indicating the location of utilities within the proposed right-of-way for the project. The Consultant will field locate utility locations established by others. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer, and storm sewer (including power poles, pedestals, valves, and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

4. Property Ownership and Research

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

5. Right-of-Way Survey

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

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

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

6. Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, easement lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that eleven (11) parcels fall within the project limits.

7. Preparation of Acquisition Plats and Legal Descriptions – Task not included.

8. Right-of-Way/Easement Staking – Task not included.

Foth Infrastructure and Environment, L.L.C.  
 Project No. 23A007.00  
 Date: March 6, 2023

NW State Street Extension  
 NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
 Ankeny, Iowa

9. Soil-Boring Location Survey

Perform soil-boring location surveys to establish location and elevation of proposed geotechnical investigations consisting of approximately eighteen (18) soil borings.

10. Utility Relocation Staking – Task not included.

11. Public Notice of Project

Prepare project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipate schedule and contact information. Letter to be drafted by the Consultant and distributed by the City following review and approval.

**C. Traffic Engineering Services**

The following tasks are based on discussions with City of Ankeny staff and the requirements of the City's *Traffic Impact Study Requirements for Proposed Developments* memorandum dated September 2019. The Consultant shall review the traffic counts and crashes, conduct traffic operation analysis, conduct a crash analysis, and develop recommendations for roadway improvements.

1. Traffic Project Coordination

The project discipline lead will be responsible for task identification, staff scheduling and coordination, traffic project communications, and other important elements of the project. The traffic study project duration is assumed to be approximately twelve (12) weeks.

2. Traffic Review Meetings

Maintain communications with the project development team and various other designated representatives. The project development team will include the City of Ankeny traffic, development, and engineering staff, and the project Consultant. The meetings will serve to establish schedules, promote a dialog between the various entities, improve the decision-making process, and expedite recommendation development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed three (3) meetings will be attended at the Ankeny Public Services Building by two (2) staff members of the Consultant.

3. Traffic Model Development & Analysis

The traffic model development and analysis shall incorporate, at a minimum, traffic engineering principles and standards as presented in SUDAS, City standards, and national practices. While preparing the traffic model and analysis, the development of traffic forecasts will follow the forecasting parameters agreed to by the City.

a. Model Development

Consultant will develop a base Vistro model of the study area for the AM and PM peak hours with 2022 data. City provided information will be used to populate the model. Additional models will be created in Vistro from the base model for future operations. Vistro uses Highway Capacity Manual 6<sup>th</sup> Edition (HCM6) principles to evaluate intersection capacities. For stop-controlled intersections, Highway Capacity Manual (HCM) 2010 methodologies will be used. Sidra software following HCM6 methodologies will be used to assess roundabout intersection control. The Vistro models will be converted to Synchro Version 11 for the model deliverable to the City.

The fourteen intersections identified in the Snyder & Associates 2022 NW State Street Extension study figures 4, 5, and 6, shown in Exhibit 1, will be used to develop the model.

b. Land Use

The Consultant will use City provided site plans to determine future land use that may impact traffic volumes for the project area. Programmed improvements to road capacities

will also be coordinated with City Staff. Vistro, a traffic impact assessment software compatible with VISSIM, will be used to create and track the trips generated from existing and potential developments.

c. Trip Generation and Distribution – Year 2030

The Consultant, with City Staff, will determine if there are any redevelopments in the project area. The Consultant will estimate the volume of traffic expected to be generated by any proposed redevelopments based on trip generation rate data published in the ITE Trip Generation Manual, latest edition. If data for the specific proposed use is not available, or if other sources are used, the City must approve the estimated rates to be used. Traffic will be generated for the weekday AM and PM peak hours. The traffic generation of any existing facilities will be subtracted from the traffic generation of any proposed new facilities to determine the net new trip generation. The net new traffic generation will be distributed to the study area intersections based on the 2022 NW State Street Extension study by Snyder & Associates, figures 4, 5, and 6 shown in Exhibit 1. To estimate growth of background traffic from 2022 to 2030, the City's estimated population growth will be used. The estimated 2018 population is 65,000 residents growing to an estimated 2040 population of 108,000 to 130,000 residents. The background traffic growth will be added to the 2022 traffic to get 2030 base traffic. The generated and distributed traffic will be added/subtracted to the 2030 base traffic and the new volumes will be used as the basis for the 2030 operational analysis. 24-hour volumes from the 2022 NW State Street Extension study by Snyder & Associates will be used to determine the corridor ADT using Iowa DOT expansion factors.

The Consultant will submit a summary of the trip generation, distribution, and assignment to the City for review and approval prior to conducting any traffic operational analysis. After the City accepts the traffic summary or makes recommendations and/or modifications to the trip generation, distribution, or assignment, then the Consultant may proceed with the Traffic Operational Analysis, as outlined below.

d. Future Trip Generation and Distribution – Year 2045

The Consultant will develop year 2045 traffic projections in the study area for the weekday AM and PM peak hours and the ADT volumes for routes within the study area based above 2030 trip generation development and proposed future land uses. The Consultant will estimate the volume of traffic expected to be generated by any proposed developments from the City provided site plans based on trip generation rate data published in the ITE Trip Generation Manual, latest edition. The trips will be distributed to the road network based on regional traffic patterns established in adjacent completed traffic studies and City Staff guidance. The distributed traffic, along with background traffic growth from 2030 to 2045 based on City population, will be added to the 2030 traffic and the new volumes will be used as the basis for the 2045 operational analysis.

The Consultant will submit a summary of the trip generation, distribution and assignment to the City review and approval prior to conducting any 2045 traffic operational analysis. After the City accepts the 2045 traffic summary or makes recommendations and/or modifications to the trip generation, distribution, or assignment, then the Consultant may proceed with the Traffic Operational Analysis, as outlined below.

e. Traffic Operational Analysis – Year 2030 & 2045

The Consultant will perform an operational analysis and modeling of the project study area. The modeling will be conducted to serve as a tool to graphically illustrate future roadway improvements and impacts to traffic operation. This section shall include the analysis for corridors and fourteen (14) intersections within the study area.



After receiving acceptance of the 2030 & 2045 traffic volumes from the City, the Consultant will analyze the study area intersections and corridors for the typical weekday AM and PM peak hours for the following scenarios:

- Opening Day Year 2030 – partial build of adjacent developments per developers' currently planned build-out schedule(s).
- Future Year 2045 Conditions – full build of adjacent developments

Prepare future traffic level of service analysis to determine the optimal treatment for the identified intersections including, but not limited to, signalized, roundabouts, stop-controlled and closures.

Roundabout analysis is included at the following intersections:

- NW State Street & NW 43<sup>rd</sup> Street
- NW State Street & NW Abilene Road
- NW State Street & NW Irvinedale Drive
- NW State Street & NW 54<sup>th</sup> Street

Performance measures assessing the operation of the system will include delay, volume to capacity ratio, operations of adjacent intersections, maximum queue/storage lengths and control delay.

Sensitivity analysis will be completed to identify when the planned ultimate (4-lane divided with turn lanes) roadway is needed. Uniform growth rates will be used to simulate the varying buildout percentages for certain years. Up to three growth rates will be considered; a low rate for slower growth, a high rate for faster growth including traffic that may come from outside the project corridor, and a middle rate for average growth like Ankeny's current growth. All growth rates will be approved by the City before the incremental analysis is performed.

Recommendations on intersection geometrics, queue storage lengths, signal phasing/timing and other improvements will be made as required to provide LOS 'C' with no major movements subject to average delay greater than 55 seconds per vehicle or better for all traffic movements at the signalized study area intersections. For unsignalized intersections, no controlled major lane group is subject to an average delay greater than 90 seconds per vehicle.

f. Corridor Analysis

Capacity, speed, flow, and level of service will serve as measures of effectiveness for the corridor analysis. The analysis, using HCM6 procedures will demonstrate the impacts of development on the major road system of the study area and identify any improvements needed.

g. Signal and Turn Lane Warrant Analysis

The Manual on Uniform Traffic Control Devices (MUTCD) Chapter 4C is used to evaluate traffic signal warrants. Warrants 1, 2, 3, and 7 will be evaluated for the identified potential signalized locations. Per City policy, minor streets are assumed to have two approach lanes.

National Cooperative Highway Research Program (NCHRP) Report 745 (arterial streets) and 457 (collector and local streets, and right turn lanes) are used to evaluate the turn lane warrants.

4. Safety Analysis

The safety analysis shall incorporate crash frequency, Iowa DOT potential for crash reduction (PCR) measure, and crash patterns at NW 54<sup>th</sup> Street with NW Irvinedale Drive and NW Ash Drive for the last five years. The Iowa DOT's ICAT web-based tool will be used. At high crash

locations, potential causal factors and possible countermeasures will be determined. The recent improvements at the NW 36<sup>th</sup> Street and NW State Street intersection will be reviewed to determine the potential benefit to safety.

5. Recommendations

The Consultant shall prepare a set of draft recommendations from all above tasks. The Consultant will identify proposed improvements or other techniques/treatments that will mitigate significant changes in operations and safety to meet the City's performance requirements.

6. Traffic Study Report

This task consists of preparation of a base traffic report for the study area. The primary focus will be on vehicular and pedestrian circulation patterns along NW State Street including impacts to intersection control. Additional alternative scenarios that need investigation after the initial base report findings are completed will require an amendment for additional engineering services. An electronic copy in Adobe PDF format will be provided to the City.

a. Traffic Report Outline

The traffic study report submitted to the City of Ankeny shall contain each of the following elements:

- i. Cover Page with title of the study, client and preparer's name, address, and phone numbers, and submittal date.
- ii. Certification page with an Iowa professionally registered engineer's seal and signature.
- iii. Executive Summary
- iv. Introduction
- v. Land Use, Trip Generation, Trip Distribution, and Assignment
- vi. Opening Day and Projected Traffic Volumes
- vii. Operational/Intersection Analysis
- viii. Intersection Control
- ix. Crash Analysis
- x. Conclusions/Recommendations
- xi. Appendix containing supporting analysis information.

b. Executive Summary

This portion of the report shall present factual and concise information relative to the major traffic issues. Pertinent information in this regard shall include a brief overview of the project, a short discussion of the expected operations, and a summary of the measures necessary to mitigate the operations.

c. Introduction

The introduction portion of the report shall contain the following:

- i. Project Description: This section shall contain a description of the project. This would include the type of facilities which are located within the study area.
- ii. Land Use, Site and Study Area Boundaries: This section shall contain a brief description of the general terrain features, and the site location oriented within the City.
- iii. The study area limits have been approved by the City. A vicinity map which shows the study area boundaries in relationship to the surrounding transportation system will be included.
- iv. Opening Day and Proposed Roadways and Intersections: This section will identify existing roadways, lanes, geometry, and volumes on City roadways. Any agency programmed or planned roadway improvements should also be identified. An exhibit will be prepared showing opening day AM and PM peak hour turning traffic volumes.

d. Land Use, Trip Generation, Trip Distribution, and Assignment

This section will include a summary table listing each type of land use, the size of the parcels involved, the average trip generation rates used (total daily traffic, a.m. and p.m. peaks, the resultant total trips generated, any pass-by trips as appropriate, and the source of the trip generation rates). The approach and departure directions for the generated traffic in the study area will also be included in this section. The technical methodology and assumptions in developing these will be clearly stated. The Consultant will incorporate trips generated by future changing land use of the project area into the distribution and assignment of the future years. All assumptions will be documented.

The following exhibits will be prepared as part of this section:

- Opening Day Year 2030 generated AM and PM peak hour turning traffic volumes.
- Opening Day Year 2030 total daily traffic volumes (generated plus background).
- 2045 future generated AM and PM peak hour turning traffic volumes.
- 2045 future total daily traffic volumes (generated plus background)

e. Existing and Projected Traffic Volumes

Existing Traffic

The Consultant will use 2022 peak hour traffic counts within the study area provided by the City from Snyder & Associates as the base case to develop forecasted traffic.

Opening Day and Future Traffic Forecasts

The Consultant will develop traffic forecasts in coordination with City for the routes within the study area that reflect the long-range plans. These forecasts will include side road, mainline, and arterial volumes including turning movements. The Consultant will use the development plans provided by the City to review future land use and to estimate locations of future development that may impact traffic volumes for the corridor.

The forecasted background traffic growth will be determined based on the method described in the City's memorandum. The forecast will describe Average Daily Traffic and design hour volumes for the proposed study area. The design hour volumes will include AM and PM peak hour. The design hour volumes forecast for the long-range plan will be agreed to by the City and the Consultant prior to continuation with subsequent tasks.

The following exhibits will be prepared as part of this section:

- Opening Day Year 2030 AM and PM peak hour turning traffic volumes.
- Full Build 2045 Future AM and PM peak hour turning traffic volumes.

f. Operational/Intersection Analysis

This section will include summary tables of the analysis results for all intersections and commercial or multi-family driveways and for other major roadway intersections within the study area. The AM and PM peak hours will be shown for background and projected conditions. The goal of this section is to indicate performance and needs at these locations by growth scenario. All supporting calculations will be provided within the Appendix.

The following exhibits are included in the report:

- Opening Day Year 2030 LOS and delay -AM and PM peak hour.
- Future Year 2045 Projected Conditions - Future year traffic volumes and peak hour LOS analysis of study area and intersections.

g. Intersection Control

This section will present the details of each intersection location along with geometry, type of control (i.e. stop control, traffic signal, roundabout, etc.). The Manual on Uniform Traffic Control Devices (MUTCD) will be a basis for selection of type of control and the supporting analysis will be included in the Appendix.

h. **Crash Analysis**

This section will summarize the crash history at two intersections within the study area and at one intersection present the potential benefit to safety for the recent improvements.

i. **Conclusions/Recommendations**

This section will summarize the identified proposed improvements to meet the City's performance requirements for all movements and scenarios associated with the corridor. As a minimum, these include:

- A written list of recommended improvements for both roadways and intersections.
- An exhibit showing all recommended improvement locations and the type of improvement.

j. **Conceptual Roundabout Layout**

If a roundabout is recommended at any of the four intersections in Section C.3.e, a high level conceptual horizontal layout will be designed to determine potential right-of-way impacts and other design effects. A more detailed design would be completed during the functional design phase.

k. **APPENDIX**

This section shall include all relevant study data collected, analysis reports, and other relevant findings. The pages shall be organized into sections.

**D. Functional Design (30% Complete)**

Complete functional design for the street improvements based on the approved Conceptual Design. The primary focus will be on refinement of the geometric plan developed during the Conceptual Design and refine/incorporate vertical profiles, existing and proposed utility locations, right-of-way requirements, and proposed property impacts.

1. **Finalize Design Criteria Technical Memorandum**

Review design criteria developed during the Conceptual Design and provide any needed recommendations. Criteria will conform to the City, SUDAS and AASHTO Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of travel lanes, parking areas and right-of-way.
- Preferred Clear Zone/Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

2. **Finalize Typical Sections**

Review typical sections for the mainline street improvements in consultation with the City. Prepare typical sections, including lane widths, curb section/type, sidewalk widths, right-of-way widths, pavement types, clear-zones and identify potential storm sewer, sanitary sewer, water main and other utility locations in the typical roadway sections. Typical sections for both the full build (4-lane) and interim condition (2-lane) will be developed.

3. **Develop Functional Geometrics**

Develop preliminary roadway and intersection geometrics for the project. This task includes design vehicle turning templates at five (5) intersections: NW 36<sup>th</sup> Street, NW 43<sup>rd</sup> Street, NW Abilene Drive, NW Irvinedale Drive, and NW 54<sup>th</sup> Street. Task also includes roundabout geometry at intersections determined by the traffic report.

4. **Finalize Horizontal Alignments and Vertical Profiles**  
Utilizing the Conceptual Design; develop horizontal alignments and vertical profiles for the mainline based on the Design Criteria Technical Memorandum.
5. **Water Main Design**  
Develop water main alignment and determine location of hydrants, valves, water services and other key connections.
6. **Storm Sewer and Drainage Culvert Layout**  
Develop storm sewer network and culvert design in association with roadway improvements. This task includes hydrological and hydraulic analysis of seven (7) crossroad culverts anticipated to be reinforced concrete pipe.
7. **Sanitary Sewer Design – Task not included.**
8. **Utility Research**  
Contact the utility companies, including City utilities, for information within the project corridor regarding transmission, distribution, and service laterals. This includes information related to existing facilities and facilities planned for construction during design.
9. **Prepare Functional Design Plans (30% Complete)**  
Based on functional design task, prepare functional design level plans depicting proposed grading, drainage, paving, utility relocation, and other features of the project. The functional design plans will include but not be limited to the following:
  - **Typical Cross Section Sheets:** Develop and assemble typical cross sections to be used for the proposed improvements as well as a preliminary determination of the limits that each typical section will apply. The typical cross sections will include but not be limited to the proposed grading, drainage, and paving improvements for both interim and full build conditions.
  - **Plan and Profiles Sheets:** Develop functional plan and profile sheets that show the existing topography along with the proposed improvements based on the proposed horizontal and vertical alignments. These sheets will be in the form of a colored strip map that includes aerial photography. Proposed right-of-way and construction easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the functional design features for the proposed improvements.
  - **Intersection Geometrics Turning Movement Sheets:** Develop intersection geometric plans that accommodate design vehicle turning movements. Show vehicle turning movement path, major intersection return geometry, lane widths and auxiliary lane lengths. Design vehicles will be determined with the Design Criteria Memo.
  - **Detailed Cross Sections Sheets:** Develop and assemble detailed cross sections (50' intervals) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
10. **Functional Plan Field Review**  
Prepare materials for a field review, participation in the field review, and reviewing results of the field review with the City.
11. **Functional Budget Review**  
Prepare opinion of probable construction cost for the project and compare the cost to the City's current project budget for both interim and full build conditions. Make recommendations pertaining to modifications to the project if necessary to address budgetary concerns. Cost

estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

## 12. Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of the functional design. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the functional plan set to the project team. Review the functional engineering plan set for technical accuracy, as well as for general conformance with the project design criteria.

## E. Environmental Services

The Consultant will complete the following environmental services as part of the Project.

### 1. Wetland and Water of the U.S. Delineation

Perform a wetland and Waters of the United States (WUS) delineation of the project area utilizing previously collected delineation data. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

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

### 2. Threatened & Endangered Species Habitat Assessment

The Consultant will review the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area and will perform a field review to evaluate whether suitable habitat for the listed T&E species is present. If needed for USACE permitting documentation, the Consultant will prepare a letter report summarizing the findings of the habitat assessment.

3. Section 404 Permit Application and Mitigation Plan

If jurisdictional wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project. The Consultant will contact wetland/stream mitigation banks within the appropriate service area regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

4. Phase I Cultural Resource Survey

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

**F. Preliminary Design (60% Complete)**

The Consultant will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and right-of-way requirements. Incorporate potential elements that may affect corridor improvements, including property impacts. The preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project.

The work to be performed by the Consultant under the Preliminary Design phase will consist of the following tasks for both interim and full build conditions:

1. Preliminary Storm Sewer Design

Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major crossroad culverts based on Chapter 2 SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

2. Preliminary Access and Site Development Modification Design

Develop preliminary design layout for access and site development modifications. The recommended full access spacing identified in the HDR extension study is 660 feet. Analyze the effects the proposed improvements will have on drainage, grades, and on-site traffic circulation patterns. This task also includes recommendations concerning the grading and sloping easement along with the landscape buffer easement for Pheasant Trail Plat 1.

3. Preliminary Lighting Layout

Develop preliminary layout along NW State Street. Task consists of selection of lighting poles and fixture type. Layout will be shown on plan/profile sheets.

4. Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications.

5. Identify Acquisition Requirements

The Consultant will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development. The requirements will take into

consideration proposed utilities, construction staging and access, utility relocations and other critical construction elements.

6. Soil Borings (Subconsultant Terracon Consultants, Inc.)

This task consists of securing a subsurface exploration based on preliminary alignments and profiles of the proposed improvements. The soil borings will be completed after the proposed roadway alignment has been selected. This task includes mobilization of truck and all terrain drilling equipment, traffic control, utility locations (Iowa One Call), drill and sample eighteen (18) roadway test borings 10 to 15 feet deep (500-ft approximate spacing), laboratory testing, engineering analysis and written report. Engineering analysis shall include site grading, slope stability, embankment/culvert settlement, subsurface drainage, subgrade preparation, granular subbase thickness design, and pavement thickness design.

7. Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The preliminary plans will include but not be limited to the following tasks:

- Title and General Information Sheets (A Sheets)  
This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data.
- Preliminary Typical Cross Sections (B Sheets)  
This task consists of revising the Typical Cross Sections to be used for the proposed improvements as well as making a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage, and paving improvements.
- Preliminary Estimate of Quantities (C Sheets)  
This task consists of a preliminary determination of the bid items to be included in the project, along with an estimate of quantities for each item.
- Preliminary Plan and Profile (D and E Sheets)  
This task consists of the development of preliminary plan and profile sheets that will show the existing topography along with the proposed improvements based on the proposed horizontal and vertical alignments. Proposed right-of-way and construction easement limits based on the catch point lines will be shown. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The preliminary street lighting layout will be shown on the D and E sheets.
- Survey Sheets (G Sheets)  
This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.
- Preliminary Right-of-Way (H Sheets)  
The preliminary plans will include an ownership reference plan exhibit showing general parcel information.
- Preliminary Geometric and Staking (L Sheets)  
Develop and refine geometric layouts and provide additional horizontal survey information needed to construct the intersections.



Foth Infrastructure and Environment, L.L.C.  
 Project No. 23A007.00  
 Date: March 6, 2023

NW State Street Extension  
 NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
 Ankeny, Iowa

- Preliminary Storm Sewer Layout (M Sheets)  
 Develop preliminary storm sewer layout and sizing based on proposed improvements and existing drainage patterns utilizing Chapter 2 of the SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical profiles are not developed as part of this task.
  - Preliminary Water Main Layout (MWM Sheets)  
 This task consists of the development of water main plan and profile sheets that will show the existing topography, proposed improvements, water main profile, hydrant, and valve locations.
  - Preliminary Traffic Signal Equipment Layout (N Sheets)  
 This task consists of preliminary layout of the major traffic signal equipment at the following intersection(s) with NW State Street: NW 36<sup>th</sup> Street, NW Irvinedale Drive, NW 54<sup>th</sup> Street, and NW Abilene Road. City fiber optic conduits shall be shown and labeled on the plan and profile sheets.
  - Preliminary Pavement Marking and Signing Sheets (PM Sheets)  
 Develop pavement marking and traffic signing plans to be placed into service following construction.
  - Accessible Curb Ramp Design (S Sheets)  
 Develop preliminary curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations and identify sidewalk width and passing spaces within the corridor. Vertical profiles are not developed as part of this task.
  - Preliminary Cross Sections (W and X Sheets)  
 This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments and at critical locations) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.
8. Preliminary Field Review  
 This task consists of the preparation of materials for a field exam, participation in the field exam, and reviewing results of the field exam with the City.
9. Budget Review  
 Prepare a preliminary opinion of probable construction cost for the project for both the full build and interim condition and compare the cost to the City's current Project budget. The Consultant will, if necessary, make recommendations pertaining to modifications to the Project to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.
10. Quality Control  
 Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the project team. Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Foth Infrastructure and Environment, L.L.C.  
Project No. 23A007.00  
Date: March 6, 2023

NW State Street Extension  
NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
Ankeny, Iowa

**ADDITIONAL SERVICES NOT INCLUDED IN THIS CONTRACT**

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

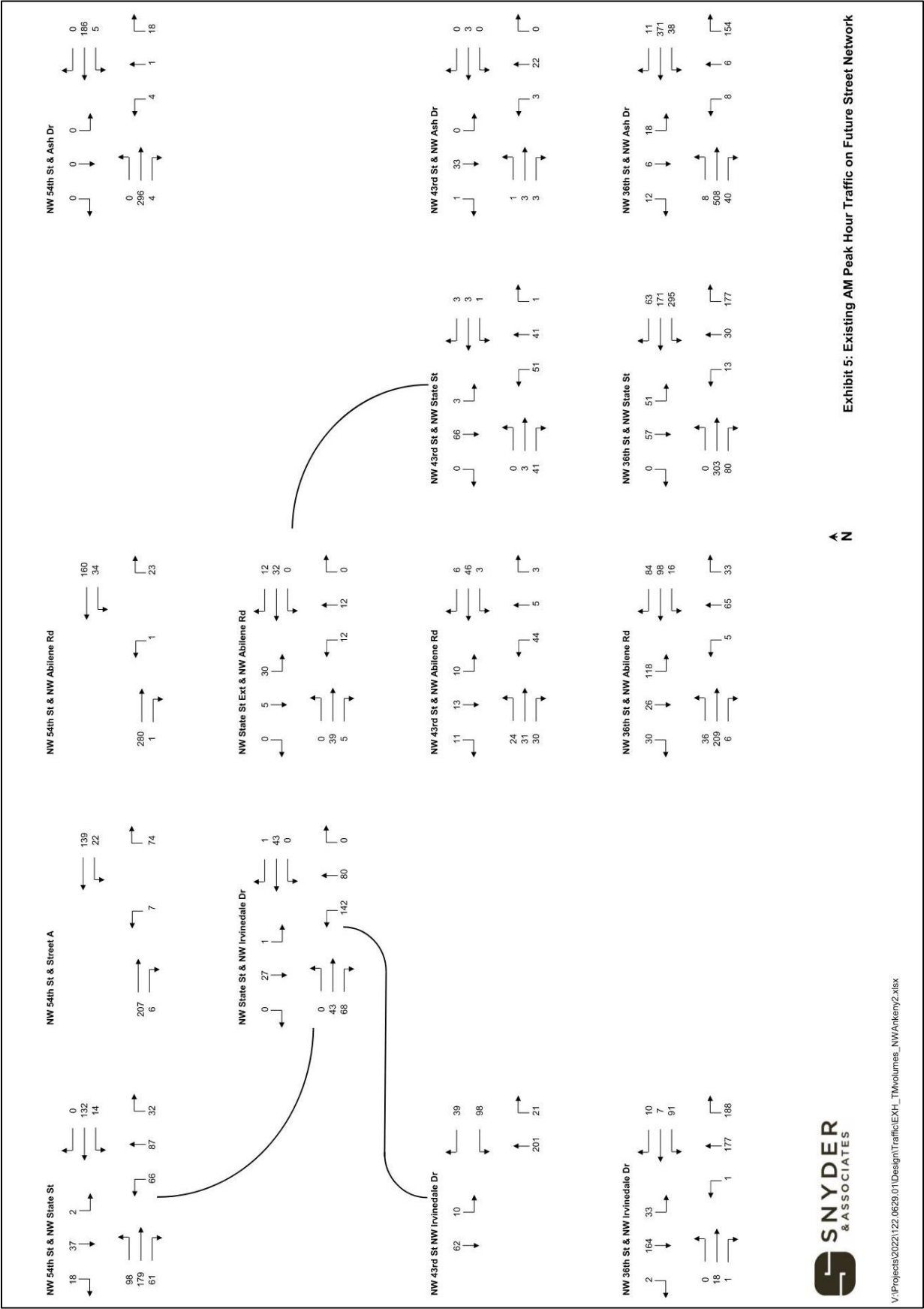
- 1.) Additional traffic analysis of changes to roadway alignment.
- 2.) Final Construction Plans and Specifications
- 3.) Wetland Mitigation and Permitting Services
- 4.) Final Culvert Design
- 5.) Sanitary Sewer Design, besides what is stated in the scope of services.
- 6.) Traffic Control and Construction Staging
- 7.) Real Estate Services
- 8.) Acquisition Plats and Descriptions for Right-of-Way and Permanent/Temporary Easements
- 9.) Right-of-Way Negotiations
- 10.) Preparation of Project Permitting Documentation
- 11.) Contaminated Soils Investigations
- 12.) Retaining Wall Structural Design
- 13.) Street Lighting Photometric and Circuit Design
- 14.) Streetscape Design
- 15.) Subsurface Utility Investigations
- 16.) Project Letting Services
- 17.) Construction Period Services (Administration, Observation, Testing, and Survey)



Foth Infrastructure and Environment, L.L.C.  
Project No. 23A007.00  
Date: March 6, 2023

NW State Street Extension  
NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvindale Drive Intersection  
Ankeny, Iowa

EXHIBIT 1 – CON'T



Foth Infrastructure and Environment, L.L.C.  
Project No. 23A007.00  
Date: March 6, 2023

NW State Street Extension  
NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
Ankeny, Iowa

EXHIBIT 1 – CON'T

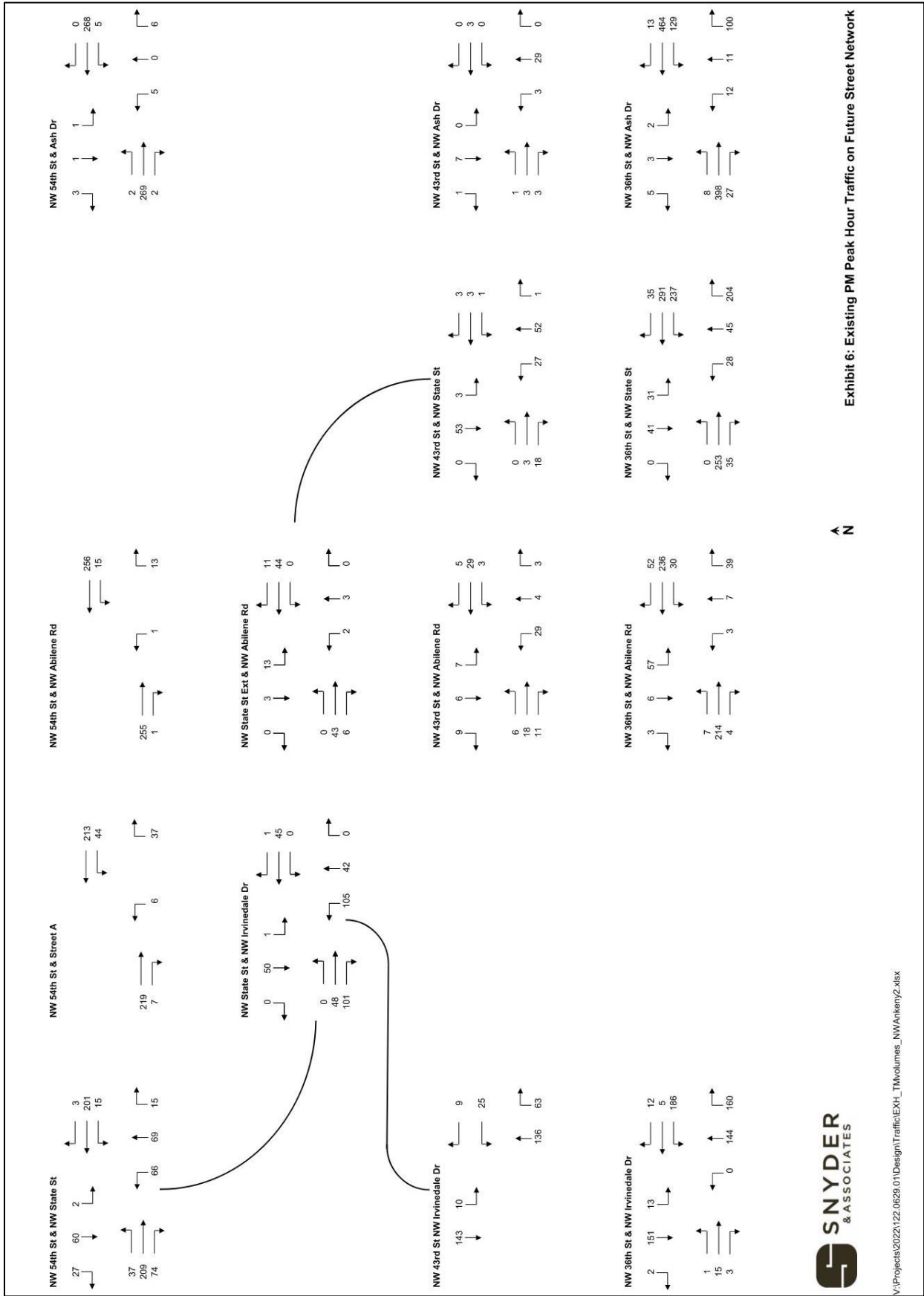


Exhibit 6: Existing PM Peak Hour Traffic on Future Street Network



V:\Projects\2022\122\_0629.01\Design\Traffic\EXH1\_TrafficVolumes\_NWAnkeny2.xlsx

Foth Infrastructure and Environment, L.L.C.  
Project No. 23A007.00  
Date: March 6, 2023

NW State Street Extension  
NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
Ankeny, Iowa

## ATTACHMENT 2 PROJECT SCHEDULE

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

|                               |                               |
|-------------------------------|-------------------------------|
| Anticipated Contract Approval | March 2023                    |
| Design Surveys and Mapping    | March 2023 – April 2023       |
| Traffic Study                 | March 2023 – June 2023        |
| Functional Design             | July 2023 – August 2023       |
| Preliminary Design            | September 2023 – October 2023 |

Foth Infrastructure and Environment, L.L.C.  
Project No. 23A007.00  
Date: March 6, 2023

NW State Street Extension  
NW 36<sup>th</sup> Street to NW 54<sup>th</sup> Street & Irvinedale Drive Intersection  
Ankeny, Iowa

## **ATTACHMENT 3** **SCHEDULE OF FEES**

### **FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC** **2023 STANDARD HOURLY RATE SCHEDULE**

| <b><u>CLASSIFICATION</u></b> | <b><u>HOURLY RATE</u></b> |
|------------------------------|---------------------------|
| Principal                    | \$240 - \$250             |
| Project Manager              | \$180 - \$240             |
| Project Engineer             | \$154 - \$240             |
| Staff Engineer               | \$127 - \$157             |
| Planner                      | \$1127 - \$207            |
| Project Scientist            | \$127 - \$167             |
| Technician                   | \$85 - \$175              |
| Construction Manager         | \$132 - \$182             |
| Land Surveyor                | \$145 - \$205             |
| Project Administrator        | \$82 - \$102              |
| Administrative Assistant     | \$62                      |

#### **REIMBURSABLE EXPENSES**

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate. Field service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

#### **ADJUSTMENTS TO FEE SCHEDULE**

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



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Amendment #1 to Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services for the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

---

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. has completed the survey and preliminary design of the N Ankeny Boulevard Improvements - 1st Street to 11th Street project. The Public Works Department proposes to continue using Snyder & Associates, Inc. for the final design engineering, property acquisition, and bidding services for the project.

The scope of Amendment #1 includes the following items:

- Project Administration and Coordination
- Traffic Analysis
- Final Design and Plans (roadway, right-of-way & easements, staging & traffic control, intersections,



traffic signal & fiber optic, pavement markings, lighting, signing, sidewalks, pedestrian ramps, retaining walls)

- Utility Coordination
- Public Information Meeting (PIM)
- Permitting
- Bid Period Assistance
- Acquisition and Easement Plats
- Right of Way Services
- Temporary Easement Exhibits
- Project Data Book (Property Valuation), Appraisals, and Review Appraisals
- Test Holes - Potholing

The complete scope of the final design engineering, property acquisition, and bidding services and the corresponding fees are shown in the attached Amendment #1. A copy of the original Professional Services Agreement, approved October 2, 2023, is also attached for reference.

The fee for the final design engineering, property acquisition, and bidding services is \$334,200.00. The original Professional Services Agreement for the survey and preliminary design engineering services is \$282,300.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract amount to \$616,500.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$334,200.00 for the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

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**FISCAL IMPACT: No**

The final design engineering, property acquisition, and bidding services are included in the City's 2024-2028 Capital Improvement Program for 2024.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$334,200.00 with Snyder & Associates, Inc. for final design engineering, property acquisition, and bidding services on the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

October 2, 2023: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for survey and preliminary design engineering services on the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

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**PUBLIC OUTREACH EFFORTS:**

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**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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ATTACHMENTS:

|                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                 |
|  <a href="#">Amendment #1</a>                    |
|  <a href="#">Professional Services Agreement</a> |

**AMENDMENT NO. 1  
TO THE PROFESSIONAL SERVICES AGREEMENT  
ANKENY, IOWA  
EXHIBIT A – SCOPE OF SERVICES**

This Amendment entered into this 18<sup>th</sup> day of March 2024, to the Professional Services Agreement dated October 2, 2023, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with the Final Design and Right-of-Way Acquisition Services for the North Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street Project, hereinafter referred to as the “PROJECT”.

Now, therefore, it is hereby agreed by and between the parties hereto that the Agreement for Professional Services be amended as follows:

**I. SCOPE OF WORK**

**GENERAL**

Replace with the following:

2. Installing dedicated right turn lanes at all four legs of the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street except on the east leg of 11<sup>th</sup> Street. Full depth patches and/or full depth roadway replacement along 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street adjacent to the right turn lane lengths will be included at locations of existing pavement deterioration.
4. Installing new traffic signals with accessible pedestrian signals (APS) and pedestal poles, as needed at the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. Fiber optic interconnect was installed in 2022 and will not be required except for potential utility relocation conflicts and connections to new cabinets and possible handhole adjustments.
5. Installing irrigation and landscaping improvements at the four corners of the 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street intersections with N Ankeny Boulevard.
7. Construction is anticipated to occur in 2025 and will be staged so through traffic will be maintained at all times on U.S. Highway 69/N Ankeny Boulevard. 5<sup>th</sup> Street and 9<sup>th</sup> Street shall not be closed at the same time through construction.

A. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

Add the following paragraph:

- g. Final design shall consist of the addition of three (3) Project Management Team (PMT) meetings between the PROFESSIONAL, the CLIENT, and the Iowa DOT (as necessary).

2. SURVEY AND BASE DRAWINGS

No Changes

3. TRAFFIC STUDY, ICAAP

Add the following paragraph:

- a. Traffic Study
  - 6. The mid-block intersection located approximately 400' north of 1<sup>st</sup> Street will be converted from a full access intersection to a right in right out intersection. The PROFESSIONAL shall perform additional turn lane restriction analysis for this intersection and adjacent intersections to determine the impact the full access closure will have on adjacent intersections.

4. PRELIMINARY DESIGN AND PLANS – TRANSPORTATION

No Changes

5. FINAL DESIGN AND PLANS – TRANSPORTATION

Replace with the following:

Upon receipt of preliminary plan review comments from the CLIENT and Iowa DOT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

- a. Title sheet and typical sections and details (A & B Sheets).

- b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).
- c. Roadway plan and profile sheets with horizontal alignments, vertical profiles, and construction limits. These sheets shall also include storm sewer, water main, and sanitary sewer plan and profile sheets for adjustments and relocations. (D and E Sheets).
- d. Removal sheets (F-Sheets).
- e. Survey benchmark information and alignment data (G-Sheets).
- f. Existing and proposed Right-of-Way information (H and HE-Sheets).
- g. Staging and traffic control plans, details, and notes (J-Sheets).
- h. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).
- i. Traffic signal and fiber optic plans (N-Sheets).
- j. Pavement marking, lighting, and signing sheets. The PROFESSIONAL shall design and prepare a final street lighting plan along the corridor. The CLIENT will submit the lighting layout to MidAmerican Energy, which will prepare and submit a proposal to the CLIENT for the street lighting installation. (PM-Sheets).
- k. Storm water pollution prevention plan (RC, RR, and RU-Sheets).
- l. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).
- m. Earthwork tabulation sheets (T-Sheets).
- n. Irrigation conduit plan and alignment for the future landscaping beds at the intersections (U-Sheets).
- o. Retaining wall plan and profile sheets (V-Sheets).
- p. Mainline and side road cross-sections at 25-foot intervals (W & X Sheets).

The PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT, including Iowa DNR Water Supply, NPDES, and Iowa DOT Work in Right-of-Way permits. The PROFESSIONAL's

expenses related to the permitting and publishing fees are included under ADDITIONAL SERVICES.

The PROFESSIONAL shall submit a Check Plan set to the CLIENT and Iowa DOT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

The PROFESSIONAL shall prepare a Public Interest Finding (PIF) for the CLIENT'S application to the Iowa DOT, as needed.

The PROFESSIONAL shall submit a Final Plan set to the CLIENT and Iowa DOT with working day recommendations for the construction schedule.

The PROFESSIONAL shall utilize the Iowa DOT standard specifications for the Final Plans and construction documents.

The PROFESSIONAL shall prepare digital surface models only of the proposed right turn lane improvements. These will be made available to the contractor and potential bidders for their use.

#### 6. PRELIMINARY DESIGN AND PLANS – TRAFFIC

No Changes

#### 7. FINAL DESIGN AND PLANS – TRAFFIC

Replace with the following:

The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for full replacement of traffic signal installations at the N Ankeny Boulevard intersections with N 5<sup>th</sup> Street, N 9<sup>th</sup> Street and N 11<sup>th</sup> Street. Services provided will include the following:

- a. Prepare traffic signal check plans and provide to the CLIENT after needed utility exploration has been completed. Plans will include temporary traffic signals and/or modifications needed to accommodate proposed construction staging. Check plans are anticipated to include the following:
  - i. Signal Notes and Estimated Quantities Sheet
  - ii. Signal Layout Sheets
  - iii. Signal Wiring and Phasing Sheets
  - iv. Signal Details Sheets

- v. Temporary Traffic Signal Sheets
  - vi. Fiber Optic Communications Modifications (if needed).
- b. Prepare cost opinion for proposed traffic signal improvements.
  - c. Prepare Iowa DOT traffic control device permit applications for planned signal installations.
  - d. Prepare traffic signal special provisions or plan notes, as needed, to supplement SUDAS or Iowa DOT specifications.
  - e. Prepare a Public Interest Finding (PIF) Request for proprietary signal equipment specified.
  - f. Complete final plans, based on CLIENT comments received.
8. PRELIMINARY DESIGN AND PLANS – LANDSCAPING

Replace with the following paragraphs.

The PROFESSIONAL shall provide preliminary irrigation and landscape design services (60% completion of design) for proposed improvements. These services include the following:

- a. The PROFESSIONAL shall prepare schematic irrigation plans of the raised intersection planter areas showing proposed irrigated areas, preliminary mainline irrigation and electrical routing, points of connection, and conduit locations for the proposed irrigation systems. There will likely be multiple irrigation points of connection and source equipment due to the length of the corridor. The PROFESSIONAL shall coordinate with Mid American Energy to determine the power source locations.
- b. The PROFESSIONAL shall provide preliminary layout of the proposed plantings and lawn areas for the raised planters at all four corners at the intersections at 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street including plant locations, landscape material locations and preliminary plant schedule.
- c. The PROFESSIONAL shall prepare a preliminary opinion of probable cost for the irrigation, planting and landscaping improvements, broken down by area.

9. FINAL DESIGN AND PLANS – LANDSCAPING

Shall be performed under a separate Amendment.

## 10. UTILITY COORDINATION

Add the following paragraph:

The PROFESSIONAL shall continue Utility Coordination that was started during the preliminary design phase through the final design phase. Additional Utility Coordination shall include the following:

- a. Provide Preliminary and Check Plans to each private utility company.
- b. Facilitate up to two individual meetings (on average) with each of the ten private utility companies located within the corridor.
- c. Assist each private utility company in the design and final review of their relocation (if necessary).
- d. Coordinate with the CLIENT and the Iowa DOT on private utility relocation progress.
- e. Provide proposed relocation staking for the private utility companies.
- f. The PROFESSIONAL shall notify the CLIENT and the Iowa DOT if private utility relocations are required due to a conflict with the project and the private utility is currently located within an existing public utility easement.

## 11. LIGHTING ANALYSIS AND DESIGN

No Changes

## 12. PUBLIC INFORMATION MEETING

Replace with the following:

Following completion of the Preliminary Design and before Right-of-Way acquisition begins, the PROFESSIONAL, CLIENT, and Iowa DOT will present the design to the property owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL shall be responsible for preparing an aerial display strip map for the meeting that will depict the project details and acquisition needs, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners and tenants along the PROJECT corridor.



### 13. BID PERIOD ASSISTANCE

Replace with the following:

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the Iowa DOT and shall follow Iowa DOT bid letting requirements. The PROFESSIONAL shall supply the necessary Contract Documents for this process.
- b. Advertising. The PROFESSIONAL shall answer questions only when requested by the Iowa DOT Office of Contracts from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT and Iowa DOT during this phase of services.
- c. Bidding. The PROFESSIONAL shall tabulate the bids and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

### B. ADDITIONAL SERVICES

#### 1. TITLE REPORTS

No Changes

#### 2. ENVIRONMENT SERVICES

Remove article a. Categorical Exclusion from the Agreement. The Iowa DOT Location and Environment Bureau will be completing the Categorical Exclusion documentation for the project.

#### 3. ACQUISITION AND EASEMENT PLATS

Replace with the following:

The PROFESSIONAL will provide an Acquisition and/or Easement Plat drawings in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing at a suitable scale depicting the needs for the PROJECT along with a property description in word format. Signed Plats will be provided for the use of obtaining legal rights to the PROJECT needs. Once approved and accepted, CLIENT will proceed with the recording of the Acquisition and/or Easement Plat documents at the county recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on a unit price per

each plat drawing requested. Note that the requested plat drawings and the actual plat drawings used for the PROJECT may be different. An estimated number of plats for this PROJECT are shown below:

- a. Acquisition Fee Title Plats: 12
- b. Permanent Easement Plats: 4

#### 4. RIGHT OF WAY SERVICES

Replace with the following:

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

#### IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

- a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.
- b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.
- c. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.
- d. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and

consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.

- e. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.
- f. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
- g. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

#### CLIENT'S RESPONSIBILITIES

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

- a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.
- b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.
- c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.
- d. Process Council Roll Calls/Requisitions.

- e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

## 5. TEMPORARY EASEMENT EXHIBITS

Replace with the following:

The PROFESSIONAL will provide a Temporary Construction Easement exhibit for each parcel requiring temporary construction easement for the PROJECT. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of exhibit created and as required by the PROJECT. An estimated number of temporary easement exhibits for this PROJECT is shown below:

- a. Temporary Construction Easements: 13

## 6. PROJECT DATA BOOK (PROPERTY VALUATION)

Replace with the following:

The PROFESSIONAL shall retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to the PROFESSIONAL. The Appraiser will prepare the Project Data Book, as needed. The Appraiser's work will be reviewed by a second party as approved by the CLIENT and as required by Local, State, and/or Federal Right-of-Way acquisition procedures.

## 7. APPRAISAL AND REVIEW APPRAISAL

Replace with the following:

The PROFESSIONAL will provide an appraisal by a licensed commercial appraiser to establish the opinion of valuation for fee title, permanent easement, and temporary construction easement for all parcels requiring an appraisal. Six (6) appraisals of acquisition value are anticipated to be provided.

## 8. TEST HOLES – POTHOLING

Replace with the following:

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the

proposed improvements. This includes an estimated eleven (11) utility test holes and three hundred and fifty (350) feet of trenching. Test holes shall be performed as weather allows in early spring of 2024.

C. CONSTRUCTION SERVICES

No changes

**II. WORK SCHEDULE**

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

|                                     |                         |
|-------------------------------------|-------------------------|
| Final Design                        | February to August 2024 |
| Public Information Meeting          | March 2024              |
| Right of Way Acquisition            | April to August 2024    |
| Check Plan Submittal to CLIENT      | June 11, 2024           |
| Check Plan Submittal to Iowa DOT    | July 2, 2024            |
| Utility Relocations                 | July 2024 to March 2025 |
| Final Plan Submittal to CLIENT      | July 30, 2024           |
| Final Plan Submittal to Iowa DOT    | August 20, 2024         |
| Bid Letting (Iowa DOT)              | November 19, 2024       |
| Construction                        | April to November 2025  |
| Landscaping Final Design Completion | November 2025           |
| Landscaping Construction            | March to June 2026      |

### III. COMPENSATION AND TERMS OF PAYMENT

Replace with the following:

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

#### A. BASIC ENGINEERING SERVICES

|     |                                               | <b>Base Contract</b> | <b>Amend. 1</b>   | <b>Base Contract<br/>+Amend. 1</b> |
|-----|-----------------------------------------------|----------------------|-------------------|------------------------------------|
| 1.  | Project Administration and Coordination       | \$ 23,000            | \$ 34,500         | \$ 57,500                          |
| 2.  | Survey and Base Drawings                      | \$ 19,900            | \$ 0              | \$ 19,900                          |
| 3.  | Traffic Study, ICAAP                          | \$ 31,300            | \$ \$4,000        | \$ 35,300                          |
| 4.  | Preliminary Design and Plans - Transportation | \$ 91,700            | \$ 0              | \$ 91,700                          |
| 5.  | Final Design and Plans - Transportation       | \$ 0                 | \$ 142,000        | \$ 142,000                         |
| 6.  | Preliminary Design and Plans - Traffic        | \$ 32,300            | \$ 0              | \$ 32,300                          |
| 7.  | Final Design and Plans - Traffic              | \$ 0                 | \$ 32,100         | \$ 32,100                          |
| 8.  | Preliminary Design and Plans – Landscaping    | \$ 18,000            | \$ -\$4,000       | \$ 14,000                          |
| 9.  | Final Design and Plans – Landscaping          | By Amendment         | By Amendment      | By Amendment                       |
| 10. | Utility Coordination                          | \$ 10,000            | \$ 15,000         | \$ 25,000                          |
| 11. | Lighting Analysis and Design                  | \$ 6,400             | \$ 0              | \$ 6,400                           |
| 12. | Public Information Meeting                    | \$ 0                 | \$ 6,500          | \$ 6,500                           |
| 13. | Bid Period Assistance:                        | \$ 0                 | \$ 4,700          | \$ 4,700                           |
|     | <b>SUB TOTAL</b>                              | <b>\$ 232,600</b>    | <b>\$ 234,800</b> | <b>\$ 467,400</b>                  |

**B. ADDITIONAL SERVICES**

|    |                                          | <b>Base Contract</b> | <b>Amend. 1</b> | <b>Base Contract<br/>+Amend. 1</b> |
|----|------------------------------------------|----------------------|-----------------|------------------------------------|
| 1. | Title Reports: 12 @ \$600 EA             | \$ 7,200             | \$ 0            | \$ 7,200                           |
| 2. | Environmental Services                   |                      |                 |                                    |
|    | Categorical Exclusion                    | \$ 28,200            | \$ -28,200      | \$ 0                               |
|    | Phase 1 Environmental Site<br>Assessment | \$ 5,400             | \$ 0            | \$ 5,400                           |
|    | Cultural Resources Survey                | \$ 8,900             | \$ 0            | \$ 8,900                           |
| 3. | Acquisition and Easement Plats           | \$ 0                 | \$ 13,600       | \$ 13,600                          |
|    | 12 Fee Titles @ \$900 EA                 |                      |                 |                                    |
|    | 4 Easements @ \$700 EA                   |                      |                 |                                    |
| 4. | Right of Way Services                    | \$ 0                 | \$ 39,000       | \$ 39,000                          |
|    | 13 Properties @ \$3,000 EA               |                      |                 |                                    |
| 5. | Temporary Easement Exhibit               | \$ 0                 | \$ 6,500        | \$ 6,500                           |
|    | 13 Total @ \$500 EA                      |                      |                 |                                    |
| 6. | Project Data Book                        | \$ 0                 | \$ 3,500        | \$ 3,500                           |
| 7. | Appraisal and Review                     | \$ 0                 | \$ 30,000       | \$ 30,000                          |
|    | Appraisal                                |                      |                 |                                    |
|    | 6 Total @ \$5,000 EA                     |                      |                 |                                    |
| 8. | Test Holes                               | \$ 0                 | \$ 35,000       | \$ 35,000                          |
|    | <b>SUB TOTAL</b>                         | <b>\$ 49,700</b>     | <b>\$99,400</b> | <b>\$ 149,100</b>                  |

**C. CONSTRUCTION SERVICES**

|    |                                      | <b>Base Contract</b> | <b>Amend. 1</b>   | <b>Base Contract<br/>+Amend. 1</b> |
|----|--------------------------------------|----------------------|-------------------|------------------------------------|
| 1. | Construction Admin.                  | By Amendment         | By Amendment      | By Amendment                       |
| 2. | Construction Admin. (Traffic)        | By Amendment         | By Amendment      | By Amendment                       |
| 3. | Construction Admin.<br>(Landscaping) | By Amendment         | By Amendment      | By Amendment                       |
| 4. | Construction Staking                 | By Amendment         | By Amendment      | By Amendment                       |
| 5. | Construction Observation             | By Amendment         | By Amendment      | By Amendment                       |
| 6. | Record Drawings                      | By Amendment         | By Amendment      | By Amendment                       |
| 7. | Monument Preservation                | By Amendment         | By Amendment      | By Amendment                       |
|    | <b>SUB TOTAL</b>                     | <b>\$ 0</b>          | <b>\$ 0</b>       | <b>\$ 0</b>                        |
|    | <b>TOTAL</b>                         | <b>\$ 282,300</b>    | <b>\$ 334,200</b> | <b>\$ 616,500</b>                  |

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment.  
IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

\_\_\_\_\_  
Michelle Yuska  
City Clerk, City of Ankeny

By \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

  
\_\_\_\_\_  
Melonie Wallace,  
Executive Assistant,  
Snyder & Associates, Inc.

By  \_\_\_\_\_  
Mark A. Land, P.E., CFM, Vice President

Digitally signed by Mark A.  
Land, P.E., CFM  
Date: 2024.03.06 10:00:01  
-06'00'



# 2024

## STANDARD FEE SCHEDULE

### PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist  
 Project Manager, Planner, Right-of-Way Agent, Graphic Designer

|              |               |
|--------------|---------------|
| Principal II | \$252.00/hour |
| Principal I  | \$237.00/hour |
| Senior       | \$216.00/hour |
| VIII         | \$198.00/hour |
| VII          | \$187.00/hour |
| VI           | \$178.00/hour |
| V            | \$166.00/hour |
| IV           | \$153.00/hour |
| III          | \$141.00/hour |
| II           | \$128.00/hour |
| I            | \$115.00/hour |

### TECHNICAL

CAD, Survey, Construction Observation

|        |               |
|--------|---------------|
| Lead   | \$150.00/hour |
| Senior | \$144.00/hour |
| VIII   | \$134.00/hour |
| VII    | \$124.00/hour |
| VI     | \$111.00/hour |
| V      | \$101.00/hour |
| IV     | \$91.00/hour  |
| III    | \$82.00/hour  |
| II     | \$75.00/hour  |
| I      | \$66.00/hour  |

### ADMINISTRATIVE

|    |              |
|----|--------------|
| II | \$77.00/hour |
| I  | \$63.00/hour |

### REIMBURSABLES

|                  |                           |
|------------------|---------------------------|
| Mileage          | Current IRS standard rate |
| Outside Services | As Invoiced               |



**Badger Daylighting Corp**  
DES MOINES IA CORP  
629 N 19th Ave East  
Newton, IA 50208  
"An equal opportunity employer"  
IA License #C114463

## Estimate

|             |                |
|-------------|----------------|
| Date        | 12/04/2023     |
| Reference   | CPQ-42609      |
| Prepared By | Logan Fitchett |

### Customer Information

|                    |                                   |                |                               |
|--------------------|-----------------------------------|----------------|-------------------------------|
| Company            | SNYDER AND ASSOCIATES INC         | Contact Name   | Terry Coady                   |
| Contact Phone #    | +1 (515) 669-3256                 | Email          | tlcoady@snyder-associates.com |
| Billing Address    | 2727 SW SNYDER BLVD PO BOX 1159   | Title          | Surveying Manager             |
| Billing City/State | ANKENY IA 50023                   | Account Number | 24142                         |
| Service Address    | NW 5th St & US-69 Ankeny IA 50023 |                |                               |

### Scope Of Work

Badger is to assist in locating underground utilities at 3 intersections and backfilling once Snyder has completed their GPS locates on HWY 69 in Ankeny, Iowa.

Badger is to coordinate with the City of Ankeny and the Iowa DOT for permitting and lane closures if needed.

Throughout the project, there is approximately 350' of trenching and 11 test holes. The total cubic yards is roughly 58 CU.  
This is a multiple day job. Number of days: 4

| Service Item                           | Item Description                  | Unit Cost  | UOM | Quantity | Amount      |
|----------------------------------------|-----------------------------------|------------|-----|----------|-------------|
| BADGER HYDROVAC WITH OPERATOR          |                                   | \$265.00   | HR  | 40.0     | \$10,600.00 |
| BADGER HYDROVAC WITH OPERATOR OVERTIME |                                   | \$315.00   | HR  | 14.0     | \$4,410.00  |
| ADDITIONAL OPERATOR                    | First 8hrs M-F                    | \$90.00    | HR  | 32.0     | \$2,880.00  |
| ADDITIONAL OPERATOR OVERTIME           | Over 8hrs M-F & Saturday          | \$125.00   | HR  | 8.0      | \$1,000.00  |
| DISPOSITION                            |                                   | \$200.00   | EA  | 7.0      | \$1,400.00  |
| CONSUMABLE MATERIALS                   | T-posts, fencing and plywood.     | \$700.00   | EA  | 4.0      | \$2,800.00  |
| SUPPLY WATER                           | As needed if not provided onsite  | \$75.00    | EA  | 6.0      | \$450.00    |
| SUPPORT TRUCK                          | As needed per job requirements    | \$200.00   | DAY | 4        | \$800.00    |
| TRAFFIC CONTROL                        |                                   | \$650.00   | EA  | 4.0      | \$2,600.00  |
| ADDITIONAL SERVICE - BACKFILLING       | Stone slinger truck with material | \$2,500.00 | DAY | 2.0      | \$5,000.00  |
| FLUCTUATING FUEL RECOVERY              |                                   | \$2,938.48 | EA  | 1        | \$2,938.48  |

**Total** \$34,878.48





## STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

**NOW ON THIS** 7 day of August ~~October~~, 2023, **Snyder & Associates, Inc.**,  
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and  
**City of Ankeny, Iowa**

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: North Ankeny Boulevard Improvements – 1st Street to 11th Street
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
  - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
  - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
  - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
  - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
  - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
  - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
  - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
  - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
  - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
  - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
  - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
  - 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
  - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

**11. INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

- 11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.
- 11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).
- 11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.
- 11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

**12. MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

**13. OWNERSHIP OF INSTRUMENTS OF SERVICE:** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay



or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

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

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.



18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).
21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

**Exhibit A Scope of Services**

**Exhibit C Standard Fee Schedule**

**Exhibit B Insurance Requirements**

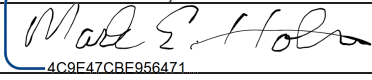
**Exhibit**

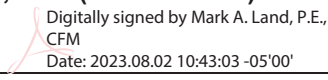
contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By:   
 (Authorized agent)

By:    
 (Authorized agent)

Mark E. Holm, Mayor  
 (Printed or typed signature)

Mark A. Land, P.E., CFM  
 (Printed or typed signature)

DocuSigned by:  
  
 Attest: 7E497FC63C464A9...  
 Michelle Yuska, City Clerk

Route executed copy to: Tony Boes



## EXHIBIT A – SCOPE OF SERVICES

### N ANKENY BOULEVARD IMPROVEMENTS – 1<sup>ST</sup> STREET TO 11<sup>TH</sup> STREET

#### I. SCOPE OF WORK

##### GENERAL

The overall PROJECT is described below.

1. The construction PROJECT includes a Portland cement concrete (PCC) inlay along N Ankeny Boulevard for the northbound lanes from 1<sup>st</sup> Street to approximately 400 feet north of NE 5<sup>th</sup> Street, and southbound lanes from 1<sup>st</sup> Street to just north of NE 11<sup>th</sup> Street. Spot locations of both full depth patches and curb and gutter replacements will also be included throughout the project limits.
2. Installing right turn lanes at all four legs of the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. Full depth patches and/or full depth roadway replacement along 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street adjacent to the right turn lane lengths will be included at locations of existing pavement deterioration.
3. Additional construction associated with the right turn lanes may include but not be limited to public utility relocations and/or adjustments (storm sewer, water main, sanitary sewer), sidewalk reconstruction, retaining walls, clearing and grubbing, street lighting relocations, and right-of-way impacts. Minor storm sewer improvements within the project limits may be required based on the outcome of the City's televising of the storm sewer.
4. Installing new traffic signals with accessible pedestrian signals (APS) and pedestal poles, as needed at the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. Fiber optic interconnect was installed in 2022 and will not be required except for connections to new cabinets and possible handhole adjustments.
5. Installing irrigation and landscaping improvements at the four corners of the 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street intersections with N Ankeny Boulevard. Median landscaping improvements from the north project limits of the 2018 Ankeny Boulevard & First Street Intersection Improvements Project to the south leg of the 18<sup>th</sup> Street intersection. There are a total of 10 raised medians in the project limits.

Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

6. Installing ADA compliant decorative sidewalk ramps at all four corners of the intersections of N Ankeny Boulevard and 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street. The decorative sidewalk ramps are anticipated to comprise colored concrete, stamped concrete surfacing, and truncated domes.
7. Construction is anticipated to occur in 2025 and will be staged so through traffic will be maintained at all times on U.S. Highway 69/N Ankeny Boulevard. Consecutive side streets will not be closed at the same time.

The PROFESSIONAL shall provide Professional Services as required to complete the preliminary design as follows:

1. Perform additional topographic and boundary survey for the project. The survey completed for the N Ankeny Boulevard Landscape Improvements Project (Project No. 120.0315.01) will supplement this PROJECT. The additional topographic survey for the project only includes the limits of the proposed right turn lanes. The PCC inlay, full depth patches, and curb and gutter replacements do not require topographic survey.
2. Prepare an Iowa DOT Clean Air Attainment Program (ICAAP) Funding application for submittal by the City.
3. Perform roadway, traffic, and landscaping preliminary design and plans. It is understood that the roadway and traffic portions of the PROJECT will be let through the Iowa DOT and a second landscaping project will be let by the CLIENT.
4. Initiate franchise utility relocation coordination.
5. Perform an environmental review as required for a federal aid project.
6. Perform street lighting analysis and prepare plans for affected intersections and the project corridor.

The following Professional Services are anticipated to be required to complete final design and will be included in an Amendment at a future date:

1. Perform roadway, traffic, and landscaping final design and prepare final plans.
2. Perform Right-of-Way acquisition services.
3. Prepare all applicable permits required for construction.
4. Continue and complete franchise utility relocation coordination.

Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

5. Perform utility verification test holes to establish vertical and horizontal locations of existing utilities at select locations.
6. Facilitate and attend a Project Information Meeting for all affected property owners.

A. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with the CLIENT and Iowa DOT.
- d. Three (3) Project Management Team (PMT) meetings between the PROFESSIONAL, the CLIENT, and the Iowa DOT (if necessary).
- e. One (1) on site meeting with Iowa DOT District 1 staff and the CLIENT to review pavement and curb replacement limits.
- f. Coordinate with private utilities located within the corridor to (i) identify their facilities, (ii) mitigate/minimize impacts to their facilities where feasible, (iii) facilitate them preparing a relocation plan of their affected facilities.

2. SURVEY AND BASE DRAWINGS

The PROFESSIONAL shall provide topographic survey for proposed improvements. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on-site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25-foot grid will be used to create the topography map along

## Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

- e. Contours shall be shown at 1-foot intervals.
- f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will utilize the existing field survey completed in 2020 for the N Ankeny Boulevard Landscape Improvements project. Additional survey is required for the proposed improvements located outside of the survey completed in 2020. All franchise utilities located within the project limits will be redone to verify the 2020 locates were accurate and to determine if any new utilities have entered the corridor since 2020.
- h. A boundary survey will utilize the existing boundary survey completed in 2020 for the N Ankeny Boulevard Landscape Improvements project. Additional boundary survey is required for the right turn lanes at the signalized intersections to obtain additional boundary information for anticipated acquisitions needed at those intersections. The Polk County's Assessor and Recorder sites will be researched to obtain recorded easement information on parcels adjacent to each intersection.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility service locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

## Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

Quality Level “C” involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

### 3. TRAFFIC STUDY, ICAAP

#### a. Traffic Study

The PROFESSIONAL shall perform a traffic study to evaluate proposed intersection and corridor improvements, and to provide support for ICAAP funding request. Services provided will include the following:

1. Conduct 24-hour turning movement traffic counts at the N Ankeny Boulevard intersections with 5th Street, 9th Street and 11th Street (study intersections) using video methods.
2. Prepare opening year (2025) and design year (2050) AM, midday and PM peak hour turning movement traffic forecasts for the study intersections based on traffic count data collected, Des Moines area MPO traffic forecasts and anticipated growth rate.
3. Evaluate the need for right turn lanes at the study intersections per CLIENT right turn lane warrant criteria and considering potential operational and safety benefits.
4. Perform traffic operations analyses of opening year and design year AM, midday and PM peak hour traffic for the No Build and Build scenarios to determine average delays, levels of service and vehicle queuing. CLIENT will provide existing Synchro11 models of the project corridor.
5. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum to the CLIENT for review. Finalize memorandum upon receipt of CLIENT comments.

#### b. ICAAP Funding Application

The PROFESSIONAL shall prepare an Iowa DOT Iowa Clean Air Attainment Program (ICAAP) funding application for the project. The ICAAP application will include the following:

Exhibit A – Scope of Services  
N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

1. Completed application form.
2. Project narrative including existing conditions and summary of planned improvements.
3. Graphics including a detailed project location map and concept design drawing.
4. Itemized breakdown of estimated project costs.
5. Project development schedule.
6. Vehicle emission reduction calculations based on traffic forecasts and analyses completed for the traffic study.
7. Coordination with the CLIENT, Des Moines Area MPO and Iowa DOT, and submittal of the completed application to the CLIENT for submittal to Iowa DOT and Des Moines Area MPO by the October 1, 2023 deadline.

4. PRELIMINARY DESIGN AND PLANS - TRANSPORTATION

The PROFESSIONAL will perform preliminary design necessary to further define the project scope and order of magnitude construction costs with 15% construction contingency for the PROJECT. The preliminary design and plans shall represent 60% completion of the PROJECT.

The preliminary plans for the PROJECT shall follow Iowa DOT design and plan requirements and include the following information:

- a. Title sheet, general project notes, and typical sections and details (A & B Sheets).
- b. Roadway plan and profile sheets with horizontal and vertical profiles, storm sewer plan and profile information, and construction limits (D & E-Sheets). Water main and sanitary sewer relocations are not anticipated at this time except for minor surface relocations/adjustments. This information will be provided on the D & E Sheets.
- c. Removal sheets (F-Sheets).
- d. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

- e. Existing and proposed Right-of-Way information (H-Sheets).
- f. Staging and traffic control plans, details, and notes (J-Sheets). The staging plan will provide the general staging plan to maintain traffic while constructing the project. A more detailed staging plan will be completed during the final design.
- g. AutoTURN movements and sight distance evaluations (L-Sheets).
- h. Traffic signal plans (N-Sheets).
- i. Pavement Marking and lighting plans (PM-Sheets).
- j. Horizontal geometry with minor vertical evaluation to determine construction feasibility for the proposed ADA sidewalk improvements (S-Sheets). These sheets will also include special details on colored and textured concrete.
- k. Irrigation conduit plan and alignment for the landscaping beds at the intersections and medians (U-Sheets).
- l. Mainline and side road cross-sections at 25-foot intervals along right turn lanes (W & X Sheets).

5. FINAL DESIGN AND PLANS – TRANSPORTATION

Shall be performed under a separate Amendment.

6. PRELIMINARY DESIGN AND PLANS – TRAFFIC

The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for full replacement of traffic signal installations at the N Ankeny Boulevard intersections with 5<sup>th</sup> Street, 9<sup>th</sup> Street and 11<sup>th</sup> Street. Preliminary design (60% completion of design) shall include general locations of traffic signals, APS push buttons, cabinets, and conduits. Preliminary traffic signal plans will include layout and wiring sheets.

7. FINAL DESIGN AND PLANS – TRAFFIC

Shall be performed under a separate Amendment.



Exhibit A – Scope of Services  
N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

8. PRELIMINARY DESIGN AND PLANS - LANDSCAPING

The PROFESSIONAL shall provide preliminary irrigation and landscape design services (60% completion of design) for proposed improvements along the North Ankeny Boulevard corridor from 1<sup>st</sup> Street to approximately 600' south of 18<sup>th</sup> Street. These services include the following:

- a. The PROFESSIONAL shall prepare schematic irrigation plans of the raised median and raised intersection planter areas showing proposed irrigated areas, preliminary mainline irrigation and electrical routing, points of connection, and conduit locations for the proposed irrigation systems. There will likely be multiple irrigation points of connection and source equipment due to the length of the corridor. The PROFESSIONAL shall coordinate with Mid American Energy to determine the power source locations.
- b. The PROFESSIONAL shall provide preliminary layout of the proposed plantings and lawn areas for the raised median areas and the raised planters at all four corners at the intersections at 5<sup>th</sup> Street, 9<sup>th</sup> Street, and 11<sup>th</sup> Street including plant locations, landscape material locations and preliminary plant schedule.
- c. The PROFESSIONAL shall prepare a preliminary opinion of probable cost for the irrigation, planting and landscaping improvements, broken down by area.

9. FINAL DESIGN AND PLANS – LANDSCAPING

Shall be performed under a separate Amendment.

10. UTILITY COORDINATION

The PROFESSIONAL shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility.

The PROFESSIONAL shall conduct one (1) meeting with each utility company to provide a summary of the project, discuss the schedule, and identify existing utility conflicts and the potential relocation of those conflicts.

The PROFESSIONAL will work with the CLIENT and Iowa DOT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

Exhibit A – Scope of Services  
N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

Ten (10) companies are currently known to be located in the project corridor.

Additional Utility Coordination will be required during the final design under a separate Amendment.

#### 11. LIGHTING ANALYSIS AND DESIGN

- a. The PROFESSIONAL shall determine existing light pole relocations and possible additional light pole needs associated with the project, based on photometric analysis of existing and proposed lighting.
- b. The PROFESSIONAL shall prepare plan sheet(s) showing proposed lighting system modifications and provide to the CLIENT. Plan sheet(s) will be provided to MidAmerican Energy for pricing and installation, as directed by the CLIENT. The lighting improvements will be depicted on the plan (D and E) sheets.

#### 12. PUBLIC INFORMATION MEETING

Shall be performed under a separate Amendment.

#### 13. BID PERIOD ASSISTANCE

Shall be performed under a separate Amendment.

### B. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services as follows. Payment shall be as specified in Article III in Exhibit A of this Agreement.

#### 1. TITLE REPORTS

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. Twelve (12) title reports are anticipated.

#### 2. ENVIRONMENT SERVICES

- a. Categorical Exclusion:

The National Environmental Policy Act (NEPA) of 1969, as amended, establishes a national policy for protecting the environment. NEPA

## Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

provides for the analysis and comparison of alternative impacts for a proposed project seeking federal funding or approval. The proposed improvements constitute a federal action and are subject to requirements set forth in the National Environmental Policy Act (NEPA).

Federal Highway administration (FHWA) and Iowa DOT Bureau of Environment will determine the appropriate documentation. The proposed project is not anticipated to have a significant environmental impact from existing conditions. The project will be classified by Iowa DOT and FHWA at the time the Project Concept Statement is submitted to Iowa DOT. The fee for this project represents completion of a CE, however the project could be classified as an Environmental Assessment (EA). Fees for an EA are outside of this scope and will be presented to the CLIENT as a contract amendment.

The analysis must consider all reasonable alternatives to include the “no action” alternative. A matrix will be developed to assist in selection of a preferred alternative. The “no action” alternative is used as the basis for comparing the potential effects. Potential impact categories analyzed include but are not limited to:

- |                         |                                     |
|-------------------------|-------------------------------------|
| - Socioeconomic         | - Park and Recreation: Section 6(f) |
| - Environmental Justice | - Cultural Resources (Section 106)  |
| - Air Quality           | - Regulated Materials               |
| - Noise                 | - River/Floodplain                  |
| - T&E Species           | - Visual                            |
| - Biotic Communities    | - Pedestrian/Bicycle Facilities     |
| - Woodlands             | - Section 4(f) Resources            |
| - Water Quality         | - Indirect/Cumulative Impacts       |

b. Phase 1 Environmental Site Assessment:

PROFESSIONAL will complete a Phase I Environmental Site Assessment (ESA) for the project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject property. Review of environmental record sources will include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review will include a search for any information

## Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

related to the subject properties and surrounding area. PROFESSIONAL will review data provided by the Iowa Department of Natural Resources for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties will be examined.

PROFESSIONAL will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties will be included in the assessment.

PROFESSIONAL will provide to the CLIENT written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The CLIENT will provide landowner information including, names, addresses, and phone numbers.

The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-21 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

c. Cultural Resources Survey

The PROFESSIONAL will conduct comprehensive archival record searches, Phase I intensive field investigations, geomorphic assessment, and project completion report preparation for the project area. Weather permitting, project turn around estimate is 45 days. Alternate schedule is possible at discretion of Client. In accordance with Iowa SHPO Regulations, if standing snow and/or deep frost is encountered within project area, implementation of field studies may be delayed. All services undertaken will meet or exceed Section 106 guidelines, and guidelines established by the Historic Preservation Office of the Iowa State Historical Society.

Exhibit A – Scope of Services

N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

3. ACQUISITION AND EASEMENT PLATS

Shall be performed under a separate Amendment.

4. RIGHT OF WAY SERVICES

Shall be performed under a separate Amendment.

5. TEMPORARY EASEMENT EXHIBITS

Shall be performed under a separate Amendment.

6. PROJECT DATA BOOK (PROPERTY VALUATION)

Shall be performed under a separate Amendment.

7. APPRAISAL AND REVIEW APPRAISAL

Shall be performed under a separate Amendment.

8. TEST HOLES – POTHOLING

Shall be performed under a separate Amendment.

C. CONSTRUCTION SERVICES

Shall be performed under a separate Amendment.

Exhibit A – Scope of Services  
N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

## II. WORK SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

|                                                       |                                |
|-------------------------------------------------------|--------------------------------|
| Notice to Proceed                                     | August 7, 2023                 |
| Topo and Boundary Survey Completion                   | September 4, 2023              |
| Traffic Study Memo (Draft)                            | July 21, 2023                  |
| Traffic Study Memo (Final)                            | August 11, 2023                |
| ICAAP Completion and provided to CLIENT for submittal | September 26, 2023             |
| Preliminary Design                                    | September 2023 to January 2024 |
| Concept Statement to CLIENT                           | November 7, 2023               |
| Concept Statement to Iowa DOT                         | November 21, 2023              |
| ICAAP Award                                           | January 2024                   |
| Preliminary Plans Submittal to CLIENT                 | January 12, 2024               |
| Preliminary Plans Submittal to Iowa DOT               | February 2, 2024               |
| Final Design                                          | February to August 2024        |
| Public Information Meeting                            | March 2024                     |
| Right of Way Acquisition                              | April to August 2024           |
| Check Plan Submittal to CLIENT                        | June 11, 2024                  |
| Check Plan Submittal to Iowa DOT                      | July 2, 2024                   |
| Utility Relocations                                   | July 2024 to March 2025        |
| Final Plan Submittal to CLIENT                        | July 30, 2024                  |
| Final Plan Submittal to Iowa DOT                      | August 20, 2024                |
| Bid Letting (Iowa DOT)                                | November 19, 2024              |
| Construction                                          | April to November 2025         |
| Landscaping Final Design Completion                   | November 2025                  |
| Landscaping Construction                              | March to June 2026             |

Exhibit A – Scope of Services  
N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

### III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

#### A. BASIC ENGINEERING SERVICES

|                  |                                               |              |                |
|------------------|-----------------------------------------------|--------------|----------------|
| 1.               | Project Administration and Coordination       | \$           | 23,000         |
| 2.               | Survey and Base Drawings                      | \$           | 19,900         |
| 3.               | Traffic Study, ICAAP                          | \$           | 31,300         |
| 4.               | Preliminary Design and Plans - Transportation | \$           | 91,700         |
| 5.               | Final Design and Plans - Transportation       | By Amendment |                |
| 6.               | Preliminary Design and Plans - Traffic        | \$           | 32,300         |
| 7.               | Final Design and Plans - Traffic              | By Amendment |                |
| 8.               | Preliminary Design and Plans – Landscaping    | \$           | 18,000         |
| 9.               | Final Design and Plans – Landscaping          | By Amendment |                |
| 10.              | Utility Coordination                          | \$           | 10,000         |
| 11.              | Lighting Analysis and Design                  | \$           | 6,400          |
| 12.              | Public Information Meeting                    | By Amendment |                |
| 13.              | Bid Period Assistance: 2 Lettings             | By Amendment |                |
| <b>SUB TOTAL</b> |                                               | <b>\$</b>    | <b>232,600</b> |

#### B. ADDITIONAL SERVICES

|                  |                                       |              |               |
|------------------|---------------------------------------|--------------|---------------|
| 1.               | Title Reports: 12 @ \$600 EA          | \$           | 7,200         |
| 2.               | Environmental Services                |              |               |
|                  | Categorical Exclusion                 | \$           | 28,200        |
|                  | Phase 1 Environmental Site Assessment | \$           | 5,400         |
|                  | Cultural Resources Survey             | \$           | 8,900         |
| 3.               | Acquisition and Easement Plats        | By Amendment |               |
| 4.               | Right of Way Services                 | By Amendment |               |
| 5.               | Temporary Easement Exhibits           | By Amendment |               |
| 6.               | Project Data Book                     | By Amendment |               |
| 7.               | Appraisal and Review Appraisal        | By Amendment |               |
| 8.               | Test Holes                            | By Amendment |               |
| <b>SUB TOTAL</b> |                                       | <b>\$</b>    | <b>49,700</b> |

Exhibit A – Scope of Services  
N Ankeny Boulevard Improvements – 1<sup>st</sup> Street to 11<sup>th</sup> Street

C. CONSTRUCTION SERVICES

|    |                                      |                   |
|----|--------------------------------------|-------------------|
| 1. | Construction Admin. (Transportation) | By Amendment      |
| 2. | Construction Admin. (Traffic)        | By Amendment      |
| 3. | Construction Admin. (Landscaping)    | By Amendment      |
| 4. | Construction Staking                 | By Amendment      |
| 5. | Construction Observation             | By Amendment      |
| 6. | Record Drawings                      | By Amendment      |
| 7. | Monument Preservation                | By Amendment      |
|    | <b>SUB TOTAL</b>                     | <b>\$ 0</b>       |
|    | <b>TOTAL</b>                         | <b>\$ 282,300</b> |



## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

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

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

#### A) COMMERCIAL GENERAL LIABILITY

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

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

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

#### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

|            |                           |
|------------|---------------------------|
| Coverage A | Statutory – State of Iowa |
| Coverage B | Employers Liability       |

|                       |           |
|-----------------------|-----------|
| Each Accident         | \$100,000 |
| Each Employee-Disease | \$100,000 |
| Policy Limit-Disease  | \$500,000 |

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

**D) UMBRELLA LIABILITY** \$ 2,000,000

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

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

**E) PROFESSIONAL LIABILITY**

\$ 2,000,000

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

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

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

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY**

\$ 2,000,000

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

## Exhibit B

### City of Ankeny Insurance Requirements for Professional Services

#### Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



# STANDARD FEE SCHEDULE

| Billing Classification/Level                                                                                                                 | Billing Rate              |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>PROFESSIONAL</b>                                                                                                                          |                           |
| Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist<br>Project Manager, Planner, Right-of-Way Agent, Graphic Designer |                           |
| Principal II                                                                                                                                 | \$245.00/hour             |
| Principal I                                                                                                                                  | \$230.00/hour             |
| Senior                                                                                                                                       | \$210.00/hour             |
| VIII                                                                                                                                         | \$192.00/hour             |
| VII                                                                                                                                          | \$182.00/hour             |
| VI                                                                                                                                           | \$173.00/hour             |
| V                                                                                                                                            | \$161.00/hour             |
| IV                                                                                                                                           | \$149.00/hour             |
| III                                                                                                                                          | \$137.00/hour             |
| II                                                                                                                                           | \$123.00/hour             |
| I                                                                                                                                            | \$109.00/hour             |
| <b>TECHNICAL</b>                                                                                                                             |                           |
| CADD, Survey, Construction Observation                                                                                                       |                           |
| Lead                                                                                                                                         | \$146.00/hour             |
| Senior                                                                                                                                       | \$140.00/hour             |
| VIII                                                                                                                                         | \$130.00/hour             |
| VII                                                                                                                                          | \$120.00/hour             |
| VI                                                                                                                                           | \$108.00/hour             |
| V                                                                                                                                            | \$98.00/hour              |
| IV                                                                                                                                           | \$88.00/hour              |
| III                                                                                                                                          | \$80.00/hour              |
| II                                                                                                                                           | \$73.00/hour              |
| I                                                                                                                                            | \$64.00/hour              |
| <b>ADMINISTRATIVE</b>                                                                                                                        |                           |
| II                                                                                                                                           | \$75.00/hour              |
| I                                                                                                                                            | \$61.00/hour              |
| <b>REIMBURSABLES</b>                                                                                                                         |                           |
| Mileage                                                                                                                                      | current IRS standard rate |
| Outside Services                                                                                                                             | As Invoiced               |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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 #6 in the amount of \$2,244.00 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #6</a> |

**APPLICATION FOR PARTIAL PAYMENT OF CONTRACT**

**Project Title:** SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization  
**Contractor:** Bolton & Menk, Inc.  
**Address:** 1960 Premier Drive, Mankato, MN 56001  
**Finance Budget Code:** 889.3889.4210 **Finance Project #:** 889.4210  
**Vendor Project #:** **Purchase Order #:** NA  
**Original Contract Date:** May 15, 2023 **Vendor Account #:** 9283

**Date of Council Meeting:** March 18, 2024 **Payment Application #:** 6

**Payment Period:** From: December 23, 2023 Through: February 7, 2024

**Contract Summary:**

|                                         |    |                   |                    |
|-----------------------------------------|----|-------------------|--------------------|
| Original Contract Amount:               | \$ | 39,000.00         |                    |
| Net Change by Change Orders:            | \$ | -                 |                    |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 39,000.00         |                    |
| Total Completed and Stored to Date:     | \$ | 38,982.00         |                    |
| Retainage: 0 % of Completed Work:       | \$ | -                 |                    |
| Total Earned Less Retainage:            | \$ | 38,982.00         |                    |
| Less Previous Applications for Payment: | \$ | 36,738.00         |                    |
| <b>SUBTOTAL:</b>                        |    |                   | \$ 2,244.00        |
| <b>OTHER CHARGES:</b>                   |    |                   | \$ -               |
| <b>CURRENT PAYMENT DUE:</b>             |    |                   | <b>\$ 2,244.00</b> |
| Balance to Finish, Including Retainage: | \$ | 18.00             |                    |
| Contract Time Remaining:                |    | 1.00 Working Days |                    |

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

**Construction Contractor Approval:** NA  
Firm Name

Signature

Date

**Engineer / Consultant Approval:** Bolton & Menk, Inc.

DocuSigned by: Firm Name

Jennifer McLoey

March 1, 2024

Signature

Date

City of Ankeny Staff Approval:

Leslie Hart

3/5/24

Signature

Date

**Submit to:** Leslie Hart, Traffic Engineering Manager  
**E-mail:** [lhart@ankenyiowa.gov](mailto:lhart@ankenyiowa.gov) **Phone Number:** 515-963-3548



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date               | Amount       |
|-----|--------------------|--------------|
| 1   | August 21, 2023    | \$ 4,428.50  |
| 2   | September 18, 2023 | \$ 4,247.50  |
| 3   | November 6, 2023   | \$ 7,264.50  |
| 4   | January 2, 2024    | \$ 7,875.00  |
| 5   | February 19, 2024  | \$ 12,922.50 |
| 6   |                    |              |
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## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
| 36  |      |        |
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| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 36,738.00

## Record of Change Orders:

| No. | Date | Amount |
|-----|------|--------|
| 1   |      |        |
| 2   |      |        |
| 3   |      |        |
| 4   |      |        |
| 5   |      |        |
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| 11  |      |        |
| 12  |      |        |
| 13  |      |        |
| 14  |      |        |
| 15  |      |        |

CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

|                          |              |
|--------------------------|--------------|
| Contract Period:         | Working Days |
| Construction Start Date: |              |

## Substantial Completion:

|                            |       |
|----------------------------|-------|
| Contract Working Days:     | 240.0 |
| Added by Change Order:     |       |
| Total Working Days:        | 240.0 |
| Working Days Used to Date: | 239.0 |
| Working Days Remaining:    | 1.0   |

## Full Completion:

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


**BOLTON  
& MENK**

Real People. Real Solutions.

## Ankeny Corp Woods Signal Monthly Progress Report

**Date:** February 27, 2024  
**To:** Leslie Hart, PE, PTOE, Traffic Engineering Manager  
**From:** Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

**Work Completed Last Period**

Project layout and railroad coordination  
 Utility Potholing

**Upcoming Major Work Items**

Project layout and railroad coordination  
 100% plan submittal

**Potential Scope/Schedule Changes**
**Budget Status/Percent Complete**

(through current invoice period 02/02/2024)

| Task Number and Description | Budget              | Invoice            | Previously Invoiced | Budget Remaining | Estimated Percent of Work Complete | Percent of Budget Complete |
|-----------------------------|---------------------|--------------------|---------------------|------------------|------------------------------------|----------------------------|
| Task 1: Signal Design       | \$ 39,000.00        | \$ 2,244.00        | \$ 36,738.00        | \$ 18.00         | 95%                                | 100%                       |
| <b>TOTAL</b>                | <b>\$ 39,000.00</b> | <b>\$ 2,244.00</b> | <b>\$ 36,738.00</b> | <b>\$ 18.00</b>  | <b>95%</b>                         | <b>100%</b>                |

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

Sincerely,  
 Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE  
 Project Manager

Review Earned Value Data

**INVOICE**

Real People. Real Solutions.

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

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Ankeny  
Leslie Hart, Traffic Engineering Manager  
lhart@ankenyiowa.gov  
Ankeny, IA 50023

February 20, 2024  
Project No: 0T4.131019  
Invoice No: 0330990  
Client Account: ANKENY\_CI\_IA

**Ankeny/Corporate Woods Dr/Crosswinds Dr****Project Management (001)****Professional Services**

|                         | Hours | Amount |                 |
|-------------------------|-------|--------|-----------------|
| Principal               | .50   | 113.00 |                 |
| Senior Project Engineer | .50   | 95.50  |                 |
| Totals                  | 1.00  | 208.50 |                 |
| <b>Total Labor</b>      |       |        | <b>208.50</b>   |
| <b>Total this Task</b>  |       |        | <b>\$208.50</b> |

**Topo Survey & ROW Mapping (002)****Professional Services**

|                        | Hours | Amount |                 |
|------------------------|-------|--------|-----------------|
| Survey Technician      | 1.00  | 176.00 |                 |
| Totals                 | 1.00  | 176.00 |                 |
| <b>Total Labor</b>     |       |        | <b>176.00</b>   |
| <b>Total this Task</b> |       |        | <b>\$176.00</b> |

**Final Design Plans & Specifications (003)****Professional Services**

|                        | Hours | Amount   |                   |
|------------------------|-------|----------|-------------------|
| Design Engineer        | 5.00  | 695.00   |                   |
| Project Engineer       | 6.50  | 1,165.50 |                   |
| Totals                 | 11.50 | 1,860.50 |                   |
| <b>Total Labor</b>     |       |          | <b>1,860.50</b>   |
| <b>Total this Task</b> |       |          | <b>\$1,860.50</b> |

**Billing Limits**

|                           | Current  | Prior     | To-Date   |                   |
|---------------------------|----------|-----------|-----------|-------------------|
| Total Billings            | 2,245.00 | 36,738.00 | 38,983.00 |                   |
| Limit                     |          |           | 38,982.00 |                   |
| <b>Adjustment</b>         |          |           |           | <b>-1.00</b>      |
| <b>Total this Invoice</b> |          |           |           | <b>\$2,244.00</b> |

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.6(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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

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ACTION REQUESTED:

Motion

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to approve Payment #1 in the amount of \$583,062.50 to CB&I Storage Tank Solutions LLC, for construction services on the NW Irvinedale Drive - Elevated Water Storage Tank project.

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EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #1</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Drive - Elevated Water Storage Tank  
Contractor: CB&I Storage Tank Solutions LLC  
Address: 915 N. Eldridge Parkway, Houston, TX 77079  
Finance Budget Code: 611.3611.4450 Finance Project #: 611.4450  
Vendor Project #: 5922 Purchase Order #:   
Original Contract Date: October 16, 2023 Vendor Account #: 5922

Date of Council Meeting: March 18, 2024 Payment Application #: 1

Payment Period: From: October 16, 2023 Through: January 27, 2024

## Contract Summary:

|                                          |    |              |            |
|------------------------------------------|----|--------------|------------|
| Original Contract Amount:                | \$ | 9,751,758.59 |            |
| Net Change by Change Orders:             | \$ | -            |            |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 9,751,758.59 |            |
| Total Completed and Stored to Date:      | \$ | 613,750.00   |            |
| Retainage: <u>5</u> % of Completed Work: | \$ | 30,687.50    |            |
| Total Earned Less Retainage:             | \$ | 583,062.50   |            |
| Less Previous Applications for Payment:  | \$ | -            |            |
| SUBTOTAL:                                | \$ |              | 583,062.50 |
| OTHER CHARGES:                           | \$ |              | -          |
| CURRENT PAYMENT DUE:                     | \$ |              | 583,062.50 |

Balance to Finish, Including Retainage: \$ 9,168,696.09

Contract Time Remaining (Substantial): - Working Days

Contract Time Remaining (Full): - 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: CB&I Storage Tank Solutions LLC

Firm Name

Signature

Date

Engineer / Consultant Approval:

HDR Engineering, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark

E-mail:

dclark@ankenyiowa.gov

Phone Number:

515.963.3529

Date Printed: 2/27/2024





# INVOICE

INVOICE NO. 252422-01  
APPLICATION NO. 1  
INVOICE DATE 01/26/24  
DUE DATE 02/25/24

|                         |               |
|-------------------------|---------------|
| <b>TERMS</b>            | <b>Net 30</b> |
| <b>A/P VENDOR NO. 0</b> |               |

Work From Date: 10/16/23  
Work Thru Date: 01/27/24  
CBI Contract No. 374252422  
CBI Customer No. 11491052

|                                                                                                                                                   |                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>MAIL TO:</b><br>HDR<br>Attn: Rob Baker<br>2901 South Loop Drive, Suite 3300<br><br>Attn: Rob Baker<br>Ph. 515-473-5785<br>Ema Rob.Baker@hdrinc | <b>SOLD TO:</b><br>City of Ankeny, IA<br>Attn: Don Clark<br>1210 NW Prairie Ridge Rd<br><br><b>Job Location:</b> ANKENY, IA<br><b>Project No.:</b> 10345779 |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|

## DESCRIPTION

New Elevated Water Storage Tank (Oakton and Busse) Contract

|                             |                       |
|-----------------------------|-----------------------|
| Original Contract Price     | \$9,751,758.59        |
| Change Order                | \$0.00                |
| <b>Total Contract Price</b> | <b>\$9,751,758.59</b> |

| SCHEDULE OF VALUES                                                    | UNITS OF MEASURE | TOTAL UNITS | UNIT PRICE   | TOTAL PRICE  | TOTAL UNITS OR % COMPLETE | AMOUNT DUE |
|-----------------------------------------------------------------------|------------------|-------------|--------------|--------------|---------------------------|------------|
| <b>General Provisions and Covenants</b>                               |                  |             |              |              |                           |            |
| 1.01 Mobilization, Demobilization, General Provisions and Covenants   | LS               | 1           | \$175,000.00 | \$175,000.00 | 0%                        | \$0.00     |
| <b>Earthwork</b>                                                      |                  |             |              |              |                           |            |
| 2.01 General Clearing and Grubbing                                    | LS               | 1           | \$26,525.00  | \$26,525.00  | 0%                        | \$0.00     |
| 2.02 Topsoil and Finished Grading                                     | CY               | 1358        | \$7.43       | \$10,085.87  | 0%                        | \$0.00     |
| 2.03 Excavation and Haul-Off, Class 10                                | CY               | 2700        | \$15.92      | \$42,984.00  | 0%                        | \$0.00     |
| 2.04 Excavation and Embankment, Class 10                              | CY               | 700         | \$40.32      | \$28,224.00  | 0%                        | \$0.00     |
| 2.05 4" Granular Subbase for 9" PCC and 7" PCC Pavements              | SY               | 2057        | \$40.32      | \$82,938.24  | 0%                        | \$0.00     |
| <b>Sewers and Drains</b>                                              |                  |             |              |              |                           |            |
| 4.01 15" Storm Sewer Pipe, RCP                                        | LF               | 271         | \$125.20     | \$33,929.20  | 0%                        | \$0.00     |
| 4.02 15" Storm Sewer Circular Pipe Aprons, Type 1, RCP                | EA               | 2           | \$1,591.50   | \$3,183.00   | 0%                        | \$0.00     |
| 4.03 6" Subdrains, Case B, Type 1                                     | LF               | 376         | \$10.03      | \$3,771.28   | 0%                        | \$0.00     |
| 4.04 6" Subdrains, Case C, Type 1                                     | LF               | 387         | \$8.22       | \$3,181.14   | 0%                        | \$0.00     |
| 4.05 6" Subdrains, Detention Pond                                     | LF               | 203         | \$8.62       | \$1,749.86   | 0%                        | \$0.00     |
| 4.06 6" Subdrain Cleanouts, Type A-1                                  | EA               | 11          | \$835.01     | \$9,185.11   | 0%                        | \$0.00     |
| 4.07 6" Subdrain Outlets Into Structure                               | EA               | 5           | \$795.75     | \$3,978.75   | 0%                        | \$0.00     |
| <b>Water Mains and Appurtenances</b>                                  |                  |             |              |              |                           |            |
| 5.01 Water Main and Fittings Removal At and Including Connection      | LS               | 1           | \$14,854.00  | \$14,854.00  | 0%                        | \$0.00     |
| 5.02 24" Water Main Open Cut, PVC or DIP, RJ                          | LF               | 1           | \$721.48     | \$248,910.60 | 0%                        | \$0.00     |
| 5.03 4" Water Main Open Cut, PVC or DIP, RJ                           | LF               | 1           | \$122.02     | \$5,490.90   | 0%                        | \$0.00     |
| 5.04 24" 45 Degree Bend                                               | EA               | 1           | \$9,283.75   | \$27,851.25  | 0%                        | \$0.00     |
| 5.05 24" x 6" Tee                                                     | EA               | 1           | \$8,391.18   | \$16,782.36  | 0%                        | \$0.00     |
| 5.06 12" x 4" Tee, Cut Into Existing 12" Main                         | EA               | 1           | \$10,079.50  | \$10,079.50  | 0%                        | \$0.00     |
| 5.07 24" Gate Valve                                                   | EA               | 1           | \$34,117.52  | \$34,117.52  | 0%                        | \$0.00     |
| 5.08 4" Gate Valve                                                    | EA               | 1           | \$3,705.01   | \$3,705.01   | 0%                        | \$0.00     |
| 5.09 Fire Hydrant Assembly Removal                                    | EA               | 1           | \$1,591.50   | \$4,774.50   | 0%                        | \$0.00     |
| 5.10 Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings | EA               | 1           | \$5,305.00   | \$15,915.00  | 0%                        | \$0.00     |
| <b>Structures for Sanitary and Storm Sewers</b>                       |                  |             |              |              |                           |            |
| 6.01 48" Circular Storm Sewer Manhole Over Existing Sewer, Type       | EA               | 1           | \$12,732.00  | \$12,732.00  | 0%                        | \$0.00     |
| 6.02 Single Open-Throat Curb Intake, Small Box, Type SW-507           | EA               | 3           | \$2,652.50   | \$7,957.50   | 0%                        | \$0.00     |
| 6.03 Circular Area Intake, Type SW-512                                | EA               | 3           | \$822.28     | \$2,466.84   | 0%                        | \$0.00     |
| 6.04 Detention Basin Outlet Structure                                 | EA               | 1           | \$7,957.50   | \$7,957.50   | 0%                        | \$0.00     |
| <b>Streets and Related Work</b>                                       |                  |             |              |              |                           |            |
| 7.01 9" PCC Pavement, Driveway                                        | SY               | 1023        | \$152.78     | \$156,293.94 | 0%                        | \$0.00     |
| 7.02 7" PCC Pavement, Driveway                                        | SY               | 787         | \$159.15     | \$125,251.05 | 0%                        | \$0.00     |
| 7.03 6" PCC Curb and Gutter                                           | LF               | 30          | \$159.15     | \$4,774.50   | 0%                        | \$0.00     |
| 7.04 6" River Rock Surfacing                                          | SY               | 49          | \$51.99      | \$2,547.51   | 0%                        | \$0.00     |
| 7.05 Detectable Warnings                                              | SF               | 60          | \$63.66      | \$3,819.60   | 0%                        | \$0.00     |
| <b>Site Work and Landscaping</b>                                      |                  |             |              |              |                           |            |
| 8.01 Temporary Seeding, Fertilizing, and Mulching for Convention      | AC               | 1.3         | \$11,305.36  | \$14,696.97  | 0%                        | \$0.00     |
| 8.02 Permanent Seeding, Fertilizing, and Mulching for Hydraulic S     | AC               | 1.15        | \$5,580.86   | \$6,417.99   | 0%                        | \$0.00     |
| 8.03 Rip Rap for Pipe Outlet, Class E                                 | TON              | 25          | \$65.78      | \$1,644.50   | 0%                        | \$0.00     |
| 8.04 Silt Fence                                                       | LF               | 1135        | \$5.29       | \$6,004.15   | 0%                        | \$0.00     |
| 8.05 Inlet Protection                                                 | EA               | 7           | \$122.02     | \$854.14     | 0%                        | \$0.00     |
| 8.06 Stabilized Construction Entrance                                 | EA               | 1           | \$4,836.16   | \$4,836.16   | 0%                        | \$0.00     |
| 8.07 Concrete Washout                                                 | EA               | 1           | \$2,652.50   | \$2,652.50   | 0%                        | \$0.00     |
| 8.08 Chain Link Fence                                                 | LF               | 1061        | \$65.25      | \$69,230.25  | 0%                        | \$0.00     |
| 8.09 Swing Gate                                                       | EA               | 1           | \$2,652.50   | \$2,652.50   | 0%                        | \$0.00     |
| 8.10 Retaining Wall                                                   | LS               | 1           | \$291,775.00 | \$291,775.00 | 0%                        | \$0.00     |
| 8.11 Bollards                                                         | EA               | 2           | \$1,061.00   | \$2,122.00   | 0%                        | \$0.00     |
| 8.12 Permanent Seeding, Fertilizing, and Mulching for Hydraulic S     | AC               | 0.15        | \$202,078.06 | \$30,311.71  | 0%                        | \$0.00     |
| 8.13 Wattle                                                           | LF               | 406         | \$15.69      | \$6,370.14   | 0%                        | \$0.00     |
| 8.14 Temporary Rolled Erosion Control Product (RECP)                  | SY               | 976         | \$8.49       | \$8,286.24   | 0%                        | \$0.00     |
| 8.15 Tree - Maidenhair Tree                                           | EA               | 5           | \$689.65     | \$3,448.25   | 0%                        | \$0.00     |
| 8.16 Tree - Moraine Sweet Gum                                         | EA               | 7           | \$497.61     | \$3,483.27   | 0%                        | \$0.00     |
| 8.17 Tree - Redmond American Linden                                   | EA               | 4           | \$419.10     | \$1,676.40   | 0%                        | \$0.00     |
| 8.18 Tree - White Fir                                                 | EA               | 4           | \$530.50     | \$2,122.00   | 0%                        | \$0.00     |
| 8.19 Tree - Eastern Redcedar                                          | EA               | 7           | \$466.84     | \$3,267.88   | 0%                        | \$0.00     |
| 8.20 Tree - Norway Spruce                                             | EA               | 4           | \$530.50     | \$2,122.00   | 0%                        | \$0.00     |

|                                 |                                                                |    |     |                |                                  |      |              |
|---------------------------------|----------------------------------------------------------------|----|-----|----------------|----------------------------------|------|--------------|
| 8.21                            | Shrub - Iroquis Beauty Black Chokeberry                        | EA | 8   | \$50.93        | \$407.44                         | 0%   | \$0.00       |
| 8.22                            | Shrub - Lo & Behold Purple Haze Butterfly Bush                 | EA | 13  | \$50.93        | \$662.09                         | 0%   | \$0.00       |
| 8.23                            | Shrub - Hummingbird Summersweet                                | EA | 9   | \$55.17        | \$496.53                         | 0%   | \$0.00       |
| <b>Special Provisions Items</b> |                                                                |    |     |                |                                  |      |              |
| 200                             | Base Bid - 2,500,000 Gallon Composite Elevated Storage Ta      | 0  | 0   | \$0.00         |                                  | 0%   | \$0.00       |
| 201                             | Bonds & Insurnace                                              | LS | 1   | \$437,500.00   | \$437,500.00                     | 100% | \$437,500.00 |
| 202                             | Engineering                                                    | LS | 1   | \$587,500.00   | \$587,500.00                     | 30%  | \$176,250.00 |
| 203                             | Tank Material                                                  | LS | 1   | \$1,485,051.65 | \$1,485,051.65                   | 0%   | \$0.00       |
| 204                             | Fabrication & Ship (Concrete Shaft)                            | LS | 1   | \$123,500.00   | \$123,500.00                     | 0%   | \$0.00       |
| 205                             | Fabrication & Ship (Tank Erection @ Grade)                     | LS | 1   | \$426,000.00   | \$426,000.00                     | 0%   | \$0.00       |
| 206                             | Fabricaiton and Ship (Hoist Tank)                              | LS | 1   | \$57,600.00    | \$57,600.00                      | 0%   | \$0.00       |
| 207                             | Temporary Construction Fence                                   | LS | 1   | \$59,000.00    | \$59,000.00                      | 0%   | \$0.00       |
| 208                             | Deep Foundation (ACP)                                          | LS | 1   | \$398,300.00   | \$398,300.00                     | 0%   | \$0.00       |
| 209                             | Pile Cap Foundation                                            | LS | 1   | \$798,700.00   | \$798,700.00                     | 0%   | \$0.00       |
| 210                             | Site Prep for CB&I                                             | LS | 1   | \$59,000.00    | \$59,000.00                      | 0%   | \$0.00       |
| 211                             | Set Derrick                                                    | LS | 1   | \$98,400.00    | \$98,400.00                      | 0%   | \$0.00       |
| 212                             | Concrete Shaft                                                 | LS | 1   | \$1,078,500.00 | \$1,078,500.00                   | 0%   | \$0.00       |
| 213                             | Tank Erection @ Grade                                          | LS | 1   | \$698,000.00   | \$698,000.00                     | 0%   | \$0.00       |
| 214                             | Paint Tank at Grade                                            | LS | 1   | \$359,000.00   | \$359,000.00                     | 0%   | \$0.00       |
| 215                             | Hoist and Complete Tank                                        | LS | 1   | \$193,500.00   | \$193,500.00                     | 0%   | \$0.00       |
| 216                             | Paint Tank in Air                                              | LS | 1   | \$269,500.00   | \$269,500.00                     | 0%   | \$0.00       |
| 217                             | Concrete Floor                                                 | LS | 1   | \$40,000.00    | \$40,000.00                      | 0%   | \$0.00       |
| 218                             | Equipment Pads                                                 | LS | 1   | \$5,000.00     | \$5,000.00                       | 0%   | \$0.00       |
| 219                             | Splash Pad                                                     | LS | 1   | \$5,000.00     | \$5,000.00                       | 0%   | \$0.00       |
| 220                             | Interior base/floor piping.                                    | LS | 1   | \$100,000.00   | \$100,000.00                     | 0%   | \$0.00       |
| 221                             | Doors (Overhead & Personnel)                                   | LS | 1   | \$24,000.00    | \$24,000.00                      | 0%   | \$0.00       |
| 222                             | Stelize and Fill                                               | LS | 1   | \$8,000.00     | \$8,000.00                       | 0%   | \$0.00       |
| 300                             | Bulk Water Station Package Equipment                           | LS | 1   | \$327,583.75   | \$327,583.75                     | 0%   | \$0.00       |
| 301                             | Bulk Water Station Installation (Shipping/Unloading, Concrete) | LS | 1   | \$79,575.00    | \$79,575.00                      | 0%   | \$0.00       |
| 600                             | Electrical for Site Service, Elevated Storage Tank, Bulk Water | LS | 1   | \$171,648.58   | \$171,648.58                     | 0%   | \$0.00       |
| 601                             | Area Lights Pole Mounted                                       | EA | 2   | \$10,037.06    | \$20,074.12                      | 0%   | \$0.00       |
| 602                             | SCADA Equipment Installation (Level Transducer, PLC Panel)     | LS | 1   | \$12,519.80    | \$12,519.80                      | 0%   | \$0.00       |
| <b>ADD ALTERNATE NO. 1</b>      |                                                                |    |     |                |                                  |      |              |
| 1001                            | 6" Granular Subbase for 6" HMA Pavement                        | SY | 488 | \$50.93        | \$24,853.84                      | 0%   | \$0.00       |
| 1002                            | 8" Sanitary Sewer Gravity Main, Truss Type PVC                 | LF | 426 | \$94.43        | \$40,227.18                      | 0%   | \$0.00       |
| 1003                            | 4" Sanitary Sewer Service Stub, PVC                            | LF | 38  | \$159.15       | \$6,047.70                       | 0%   | \$0.00       |
| 1004                            | 48" Circular Sanitary Sewer Manhole, Type SW-301               | EA | 3   | \$12,732.00    | \$38,196.00                      | 0%   | \$0.00       |
| 1005                            | Connection to Existing Sanitary Sewer Manhole                  | EA | 1   | \$7,957.50     | \$7,957.50                       | 0%   | \$0.00       |
| 1006                            | 6" HMA Pavement, Driveway                                      | SY | 488 | \$97.03        | \$47,350.64                      | 0%   | \$0.00       |
|                                 |                                                                |    |     |                | \$ 9,751,758.59                  | 6%   | \$613,750.00 |
|                                 |                                                                |    |     |                | Progress Completed to Date       |      | \$613,750.00 |
|                                 |                                                                |    |     |                | Less: Retention 5%               |      | \$30,687.50  |
|                                 |                                                                |    |     |                | Total Amount Billed to Date      |      | \$583,062.50 |
|                                 |                                                                |    |     |                | Less: Amount Previously Invoiced |      | \$0.00       |
|                                 |                                                                |    |     |                | Current Amount Due               |      | \$583,062.50 |

**REMITTANCE / PAYMENT INFORMATION:**

Regular Mail:

**CB&I Storage Tank Solutions LLC**

P.O. Box 201213

Dallas, TX 75320-1213

Overnight Mail:

**Lockbox Services 201213**

CB&I Storage Tank Solutions LLC

2975 Regent Blvd, Suite 100

Irving, TX 75063

**Wells Fargo EFT Information**

Account Name: CB&I Storage Tank Solutions LLC

Bank: Wells Fargo Bank

Account Number: 4941981706

ABA: 121000248

Swift Code: WFBUS6S

Location: 420 Montgomery Street San Francisco, CA 94104

**Questions Regarding Invoices Contact: [USAINVOICING@mcdermott.com](mailto:USAINVOICING@mcdermott.com)**



## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Ankeny, IA  
(OWNER) Attn: Don Clark  
1210 NW Prairie Ridge Rd

CUSTOMER PROJECT:

10345779

CB&amp;I INVOICE NO. 252422-01

APPLICATION NO. 1

Distribution to:

☐ OWNER  
☐ ENGINEER  
☐ CONTRACTOR  
☐ OTHER

FROM (CONTRACTOR):

CB&I Storage Tank Solutions LLC  
915 N Eldridge Parkway  
Houston, TX 77079

VIA (ENGINEER):

WORK FROM DATE: 10/16/23

WORK THRU DATE: 01/27/24

ENG. PROJECT NO: 10345779

CONTRACT FOR:

New Elevated Water Storage Tank (Oakton and Busse) Contract

CONTRACT DATE: 10/16/23

## CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                               |               |           |            |
|----------------------------------------------------|---------------|-----------|------------|
| Change Orders approved in previous months by Owner |               | ADDITIONS | DEDUCTIONS |
| TOTAL                                              |               | 0.00      | 0.00       |
| Approved this Application                          |               |           |            |
| Number                                             | Date Approved |           |            |
|                                                    |               |           |            |
| TOTALS                                             |               | 0.00      | 0.00       |
| Net change by Change Orders                        |               | 0.00      |            |

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

CONTRACTOR: CB&amp;I Storage Tank Solutions LLC

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

|                                                     |                |
|-----------------------------------------------------|----------------|
| 1. ORIGINAL CONTRACT SUM                            | \$9,751,758.59 |
| 2. Net change by Change Orders                      | \$0.00         |
| 3. CONTRACT SUM TO DATE (Line 1+/- 2)               | \$9,751,758.59 |
| 4. TOTAL COMPLETED & STORED TO DATE (Col G on G703) | \$613,750.00   |
| 5. RETAINAGE:                                       |                |
| a. 5% of Completed Work                             | \$30,687.50    |
| (Col D + E on G703)                                 |                |
| b. 0% of Stored Material                            | 0.00           |
| (Col F on G703)                                     |                |
| Total Retainage (Line 5a + 5b or                    | \$30,687.50    |
| (Total in Col I of G703)                            |                |
| 6. TOTAL EARNED LESS RETAINAGE                      | \$583,062.50   |
| (Line 4 less Line 5 Total)                          |                |
| 7. LESS PREVIOUS CERTIFICATES FOR                   |                |
| PAYMENT (Line 6 from prior Certificate)             | \$0.00         |
| 8. CURRENT PAYMENT DUE                              | \$583,062.50   |
| 9. BALANCE TO FINISH, PLUS RETAINAGE                | \$9,168,696.09 |
| (Line 3 less Line 6)                                |                |

By:   
A/R Administrator

Date: 01/26/24

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: 0

By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER: City of Ankeny, IA

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column 1 on Contracts where variable retainage for line items may apply.

INVOICE NUMBER: 252422-01  
APPLICATION NUMBER: 1  
APPLICATION DATE: 01/26/24  
WORK FROM DATE: 10/16/23  
WORK THRU DATE: 01/27/24

| WORK THRU DATE: 01/21/24 |                                                                   |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
|--------------------------|-------------------------------------------------------------------|----------------|---------------|-----------------|---------------------------------|--------------------------|----------------------------|------------------------------------------|------------------------------------------------|-------------------------------|---------------------------|-----------------------|----------------------|--------------------|
| ITEM NO.                 | DESCRIPTION OF WORK                                               | TOTAL QUANTITY | COST PER UNIT | SCHEDULED VALUE | WORK FROM PREVIOUS APPLICATIONS | PREVIOUS % (D ÷ E × 100) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN DORE) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | TOTAL TO DATE % (G ÷ J × 100) | BALANCE TO FINISH (C - G) | PREVIOUS RETAINAGE 0% | CURRENT RETAINAGE 5% | TOTAL RETAINAGE 5% |
| 1.01                     | General Provisions and Covenants                                  | 0              |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
|                          | Mobilization, Demobilization, General Provisions and Covenants    | 1              | 175,000       | 175,000.00      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 175,000.00                | 0.00                  | 0.00                 | 0.00               |
| 2.01                     | Earthwork                                                         |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 2.02                     | General Clearing and Grubbing                                     | 1              | 26,525        | 26,525.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 26,525.00                 | 0.00                  | 0.00                 | 0.00               |
| 2.03                     | Topsoil and Finished Grading                                      | 1358           | 7             | 10,085.87       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 10,085.87                 | 0.00                  | 0.00                 | 0.00               |
| 2.04                     | Excavation and Haul-Off, Class 10                                 | 2700           | 16            | 42,984.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 42,984.00                 | 0.00                  | 0.00                 | 0.00               |
| 2.05                     | Excavation and Embankment, Class 10                               | 700            | 40            | 28,224.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 28,224.00                 | 0.00                  | 0.00                 | 0.00               |
|                          | 4" Granular Subbase for 9" PCC and 7" PCC Pavements               | 2057           | 40            | 82,938.24       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 82,938.24                 | 0.00                  | 0.00                 | 0.00               |
| 4.01                     | Sewers and Drains                                                 |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 4.01                     | 15" Storm Sewer Pipe, RCP                                         | 271            | 125           | 33,929.20       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 33,929.20                 | 0.00                  | 0.00                 | 0.00               |
| 4.02                     | 15" Storm Sewer Circular Pipe Aprons, Type 1, RCP                 | 2              | 1,592         | 3,183.00        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,183.00                  | 0.00                  | 0.00                 | 0.00               |
| 4.03                     | 6" Subdrains, Case B, Type 1                                      | 376            | 10            | 3,771.28        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,771.28                  | 0.00                  | 0.00                 | 0.00               |
| 4.04                     | 6" Subdrains, Case C, Type 1                                      | 387            | 8             | 3,181.14        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,181.14                  | 0.00                  | 0.00                 | 0.00               |
| 4.05                     | 6" Subdrains, Detention Pond                                      | 203            | 9             | 1,749.86        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 1,749.86                  | 0.00                  | 0.00                 | 0.00               |
| 4.06                     | 6" Subdrain Cleanouts, Type A-1                                   | 11             | 835           | 9,185.11        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 9,185.11                  | 0.00                  | 0.00                 | 0.00               |
| 4.07                     | 6" Subdrain Outlets Into Structure                                | 5              | 796           | 3,978.75        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,978.75                  | 0.00                  | 0.00                 | 0.00               |
|                          | Water Mains and Appurtenances                                     |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 5.01                     | Water Main and Fittings Removal At and Including Connection       | 1              | 14,854        | 14,854.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 14,854.00                 | 0.00                  | 0.00                 | 0.00               |
| 5.02                     | 24" Water Main Open Cut, PVC or DIP, RJ                           | 1              | 721           | 248,910.60      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 248,910.60                | 0.00                  | 0.00                 | 0.00               |
| 5.03                     | 4" Water Main Open Cut, PVC or DIP, RJ                            | 1              | 122           | 5,490.90        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 5,490.90                  | 0.00                  | 0.00                 | 0.00               |
| 5.04                     | 24" 45 Degree Bend                                                | 1              | 9,284         | 27,851.25       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 27,851.25                 | 0.00                  | 0.00                 | 0.00               |
| 5.05                     | 24" x 6" Tee                                                      | 1              | 8,391         | 16,782.36       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 16,782.36                 | 0.00                  | 0.00                 | 0.00               |
| 5.06                     | 12" x 4" Tee, Cut Into Existing 12" Main                          | 1              | 10,080        | 10,079.50       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 10,079.50                 | 0.00                  | 0.00                 | 0.00               |
| 5.07                     | 24" Gate Valve                                                    | 1              | 34,118        | 34,117.52       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 34,117.52                 | 0.00                  | 0.00                 | 0.00               |
| 5.08                     | 4" Gate Valve                                                     | 1              | 3,705         | 3,705.01        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,705.01                  | 0.00                  | 0.00                 | 0.00               |
| 5.09                     | Fire Hydrant Assembly Removal                                     | 1              | 1,592         | 4,774.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 4,774.50                  | 0.00                  | 0.00                 | 0.00               |
| 5.1                      | Fire Hydrant Assembly, 6" Gate Valve & Box, 6" Piping & Fittings  | 1              | 5,305         | 15,915.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 15,915.00                 | 0.00                  | 0.00                 | 0.00               |
|                          | Structures for Sanitary and Storm Sewers                          |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 6.01                     | 48" Circular Storm Sewer Manhole Over Existing Sewer, Type SW-512 | 1              | 12,732        | 12,732.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 12,732.00                 | 0.00                  | 0.00                 | 0.00               |
| 6.02                     | Single Open-Throat Curb Intake, Small Box, Type SW-50             | 3              | 2,653         | 7,957.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 7,957.50                  | 0.00                  | 0.00                 | 0.00               |
| 6.03                     | Circular Area Intake, Type SW-512                                 | 3              | 822           | 2,466.84        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,466.84                  | 0.00                  | 0.00                 | 0.00               |
| 6.04                     | Detention Basin Outlet Structure                                  | 1              | 7,958         | 7,957.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 7,957.50                  | 0.00                  | 0.00                 | 0.00               |
| 7.01                     | Streets and Related Work                                          | 0              | -             | 0.00            | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | #DIV/0!                       | 0.00                      | 0.00                  | 0.00                 | 0.00               |
| 7.01                     | 9" PCC Pavement, Driveway                                         | 1023           | 153           | 156,293.94      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 156,293.94                | 0.00                  | 0.00                 | 0.00               |
| 7.02                     | 7" PCC Pavement, Driveway                                         | 787            | 159           | 125,251.05      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 125,251.05                | 0.00                  | 0.00                 | 0.00               |
| 7.03                     | 6" PCC Curb and Gutter                                            | 30             | 159           | 4,774.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 4,774.50                  | 0.00                  | 0.00                 | 0.00               |
| 7.04                     | 6" River Rock Surfacing                                           | 49             | 52            | 2,547.51        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,547.51                  | 0.00                  | 0.00                 | 0.00               |
| 7.05                     | Detectable Warnings                                               | 60             | 64            | 3,819.60        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,819.60                  | 0.00                  | 0.00                 | 0.00               |
|                          | Site Work and Landscaping                                         |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 8.01                     | Temporary Seeding, Fertilizing, and Mulching for Conventional     | 1              | 11,305        | 14,696.97       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 14,696.97                 | 0.00                  | 0.00                 | 0.00               |
| 8.02                     | Permanent Seeding, Fertilizing, and Mulching for Hydraulic        | 1              | 5,581         | 6,417.99        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 6,417.99                  | 0.00                  | 0.00                 | 0.00               |
| 8.03                     | Rip Rap for Pipe Outlet, Class E                                  | 25             | 66            | 1,644.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 1,644.50                  | 0.00                  | 0.00                 | 0.00               |
| 8.04                     | 8" Fence                                                          | 1135           | 5             | 6,004.15        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 6,004.15                  | 0.00                  | 0.00                 | 0.00               |
| 8.05                     | Inlet Protection                                                  | 7              | 122           | 854.14          | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 854.14                    | 0.00                  | 0.00                 | 0.00               |
| 8.06                     | Stabilized Construction Entrance                                  | 1              | 4,836         | 4,836.16        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 4,836.16                  | 0.00                  | 0.00                 | 0.00               |
| 8.07                     | Concrete Washout                                                  | 1              | 2,653         | 2,652.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,652.50                  | 0.00                  | 0.00                 | 0.00               |
| 8.08                     | Chain Link Fence                                                  | 1061           | 65            | 69,230.25       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 69,230.25                 | 0.00                  | 0.00                 | 0.00               |
| 8.09                     | Swing Gate                                                        | 1              | 2,653         | 2,652.50        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,652.50                  | 0.00                  | 0.00                 | 0.00               |
| 8.1                      | Retaining Wall                                                    | 1              | 291,775       | 291,775.00      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 291,775.00                | 0.00                  | 0.00                 | 0.00               |
| 8.11                     | Bollards                                                          | 2              | 1,061         | 2,122.00        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,122.00                  | 0.00                  | 0.00                 | 0.00               |
| 8.12                     | Permanent Seeding, Fertilizing, and Mulching for Hydraulic        | 0              | 202,078       | 30,311.71       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 30,311.71                 | 0.00                  | 0.00                 | 0.00               |
| 8.13                     | Wattle                                                            | 406            | 16            | 6,370.14        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 6,370.14                  | 0.00                  | 0.00                 | 0.00               |
| 8.14                     | Temporary Rolled Erosion Control Product (RECP)                   | 976            | 8             | 8,286.24        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 8,286.24                  | 0.00                  | 0.00                 | 0.00               |
| 8.15                     | Tree - Maidenhair Tree                                            | 5              | 690           | 3,448.25        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,448.25                  | 0.00                  | 0.00                 | 0.00               |
| 8.16                     | Tree - Moraine Sweet Gum                                          | 7              | 498           | 3,483.27        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,483.27                  | 0.00                  | 0.00                 | 0.00               |
| 8.17                     | Tree - Redmond American Linden                                    | 4              | 419           | 1,676.40        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 1,676.40                  | 0.00                  | 0.00                 | 0.00               |
| 8.18                     | Tree - White Fir                                                  | 4              | 531           | 2,122.00        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,122.00                  | 0.00                  | 0.00                 | 0.00               |
| 8.19                     | Tree - Eastern Redcedar                                           | 7              | 467           | 3,267.88        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 3,267.88                  | 0.00                  | 0.00                 | 0.00               |
| 8.2                      | Tree - Norway Spruce                                              | 4              | 531           | 2,122.00        | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 2,122.00                  | 0.00                  | 0.00                 | 0.00               |
| 8.21                     | Shrub - Inquis Beauty Black Chokeberry                            | 8              | 51            | 407.44          | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 407.44                    | 0.00                  | 0.00                 | 0.00               |
| 8.22                     | Shrub - Lo & Behold Purple Haze Butterfly Bush                    | 13             | 51            | 662.09          | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 662.09                    | 0.00                  | 0.00                 | 0.00               |
| 8.23                     | Shrub - Hummingbird Summersweet                                   | 9              | 55            | 496.53          | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 496.53                    | 0.00                  | 0.00                 | 0.00               |
|                          | Special Provisions Items                                          |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 200                      | Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank       |                |               |                 |                                 |                          |                            |                                          |                                                |                               |                           |                       |                      |                    |
| 201                      | Bonds & Insurance                                                 | 1              | 437,500       | 437,500.00      | 0.00                            | 0%                       | 437,500.00                 |                                          | 437,500.00                                     | 100%                          | 0.00                      | 0.00                  | 21,875.00            | 21,875.00          |
| 202                      | Engineering                                                       | 1              | 587,500       | 587,500.00      | 0.00                            | 0%                       | 176,250.00                 |                                          | 176,250.00                                     | 30%                           | 411,250.00                | 0.00                  | 8,812.50             | 8,812.50           |
| 203                      | Tank Material                                                     | 1              | 1,485,052     | 1,485,051.65    | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 1,485,051.65              | 0.00                  | 0.00                 | 0.00               |
| 204                      | Fabrication & Ship (Concrete Shaft)                               | 1              | 123,500       | 123,500.00      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 123,500.00                | 0.00                  | 0.00                 | 0.00               |
| 205                      | Fabrication & Ship (Tank Erection @ Grade)                        | 1              | 426,000       | 426,000.00      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 426,000.00                | 0.00                  | 0.00                 | 0.00               |
| 206                      | Fabrication and Ship (Hoist Tank)                                 | 1              | 57,600        | 57,600.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 57,600.00                 | 0.00                  | 0.00                 | 0.00               |
| 207                      | Temporary Construction Fence                                      | 1              | 59,000        | 59,000.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 59,000.00                 | 0.00                  | 0.00                 | 0.00               |
| 208                      | Deep Foundation (ACP)                                             | 1              | 398,300       | 398,300.00      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 398,300.00                | 0.00                  | 0.00                 | 0.00               |
| 209                      | Pile Cap Foundation                                               | 1              | 798,700       | 798,700.00      | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 798,700.00                | 0.00                  | 0.00                 | 0.00               |
| 210                      | Site Prep for CB&I                                                | 1              | 59,000        | 59,000.00       | 0.00                            | 0%                       | 0.00                       |                                          | 0.00                                           | 0%                            | 59,000.00                 | 0.00                  | 0.00                 | 0.00               |
| 211                      | Set Derrick                                                       | 1              | 98,400        | 98,400.00       | 0.00                            | 0%                       | 0                          |                                          |                                                |                               |                           |                       |                      |                    |





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## PARTIAL WAIVER OF LIEN

To: City of Ankeny, IA  
Attn: Don Clark  
1210 NW Prairie Ridge Rd

CB&I Inc. Contract Number: 374252422

We, having been engaged by you to perform work in the construction of

New Elevated Water Storage Tank (Oakton and Busse) Contract

Project No.: 10345779

at job location site: ANKENY, IA

in accordance with the Agreement Signed/Effective Date of 10/16/23,  
certify that we have fully paid for all work, labor, material, supplies and equipment  
furnished to date by us, or by our subcontractors, or material men then due and  
owing. In consideration of payments to us of: \$583,062.50

for the following invoice(s),

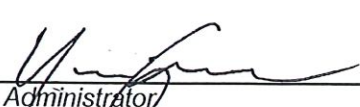
Invoice Number  
252422-01

Invoice Amount  
\$583,062.50

Work Thru Date  
01/27/24

we hereby release to the extent of payment for said invoice(s) any and all lien, or claim  
of lien or right of claim of lien, on account of labor and/or material furnished in the  
performance of our work. This partial waiver of lien is limited to the work included in  
said invoice(s), and this waiver does not extend to any labor and/or material  
furnished by us on prior or subsequent invoice(s).

Executed this 26th day of January, 2024.

  
\_\_\_\_\_  
A/R Administrator  
CB&I Storage Tank Solutions LLC



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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 #11 in the amount of \$4,705.70 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                             |
|  <a href="#">Payment #11</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: March 18, 2024 Payment Application #: 11

Payment Period: From: February 5, 2024 Through: March 3, 2024

## Contract Summary:

|                                          |    |            |  |
|------------------------------------------|----|------------|--|
| Original Contract Amount:                | \$ | 218,864.00 |  |
| Net Change by Change Orders:             | \$ | -          |  |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 218,864.00 |  |
| Total Completed and Stored to Date:      | \$ | 191,570.63 |  |
| Retainage: <u>0</u> % of Completed Work: | \$ | -          |  |
| Total Earned Less Retainage:             | \$ | 191,570.63 |  |
| Less Previous Applications for Payment:  | \$ | 186,864.93 |  |
| SUBTOTAL:                                | \$ | 4,705.70   |  |
| OTHER CHARGES:                           | \$ | -          |  |
| CURRENT PAYMENT DUE:                     | \$ | 4,705.70   |  |
| Balance to Finish, Including Retainage:  | \$ | 27,293.37  |  |
| Contract Time Remaining:                 |    | -          |  |

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

## Construction Contractor Approval:

Firm Name

Signature

Date

## Engineer / Consultant Approval:

Civil Design Advantage

Firm Name

3/7/2024

Signature

Date

## City of Ankeny Staff Approval:

Signature

3/7/2024  
Date

Submit to:

Jim Haberichter, P.E.

E-mail:

[JHaberichter@AnkenyIowa.gov](mailto:JHaberichter@AnkenyIowa.gov)

Phone Number:

(515) 963-3536

Date Printed: 3/7/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date              | Amount       |
|-----|-------------------|--------------|
| 1   | April 3, 2023     | \$ 14,652.14 |
| 2   | April 15, 2023    | \$ 3,703.70  |
| 3   | June 5, 2023      | \$ 20,142.70 |
| 4   | June 19, 2023     | \$ 5,755.33  |
| 5   | July 6, 2023      | \$ 2,717.25  |
| 6   | September 5, 2023 | \$ 29,099.50 |
| 7   | October 16, 2023  | \$ 18,874.50 |
| 8   | November 18, 2023 | \$ 45,495.56 |
| 9   | January 16, 2024  | \$ 19,597.00 |
| 10  | February 19, 2024 | \$ 26,827.25 |
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## Previous Applications for Payment:

| No. | Date | Amount |
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| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 186,864.93

## Record of Change Orders:

| No. | Date | Amount |
|-----|------|--------|
| 1   |      |        |
| 2   |      |        |
| 3   |      |        |
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CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: \_\_\_\_\_

Construction Start Date: \_\_\_\_\_

## Substantial Completion:

Contract Working Days: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_

Total Working Days: 0.0

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: 0.0

## Full Completion:

Contract Working Days: \_\_\_\_\_

Added by Change Order: \_\_\_\_\_

Total Working Days: 0.0

Working Days Used to Date: \_\_\_\_\_

Working Days Remaining: 0.0

**Invoice**

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

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

March 11, 2024  
Project No: 2301.073  
Invoice No: 43914  
Due Date: April 10, 2024

Project 2301.073 C. of Ankeny - 36th/Weigel HMA Overlays  
**Professional Services from January 29, 2024 through March 3, 2024**

|                               |                    |                                         |              |             |                        |                 |
|-------------------------------|--------------------|-----------------------------------------|--------------|-------------|------------------------|-----------------|
| Task                          | 103                | Topo/ROW Survey                         |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 107                | Existing Utility Information            |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 222                | Joint Application Prep                  |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 302                | Preliminary Roadway Design (36th)       |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 303                | Preliminary Roadway Design (Weigel)     |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 304                | Preliminary Construction Drawings (HMA) |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 305                | Check Construction Drawings (HMA)       |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 306                | Final Construction Drawings (HMA)       |              |             |                        |                 |
| <b>Professional Personnel</b> |                    |                                         |              |             |                        |                 |
|                               |                    |                                         | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>          |                 |
| Engineer 3                    |                    |                                         | 2.00         | 118.00      | 236.00                 |                 |
|                               | <b>Total Labor</b> |                                         |              |             |                        | <b>236.00</b>   |
|                               |                    |                                         |              |             | <b>Total this Task</b> | <b>\$236.00</b> |
| Task                          | 404                | Front Ends/Project Manual               |              |             | <b>Total this Task</b> | <b>0.00</b>     |
| Task                          | 405                | Estimated Construction Costs            |              |             |                        |                 |
| <b>Professional Personnel</b> |                    |                                         |              |             |                        |                 |
|                               |                    |                                         | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>          |                 |
| Project Manager 6             |                    |                                         | 1.00         | 152.00      | 152.00                 |                 |
|                               | <b>Total Labor</b> |                                         |              |             |                        | <b>152.00</b>   |
|                               |                    |                                         |              |             | <b>Total this Task</b> | <b>\$152.00</b> |
| Task                          | 504                | Bidding Services                        |              |             |                        |                 |



|         |          |                                         |         |       |
|---------|----------|-----------------------------------------|---------|-------|
| Project | 2301.073 | C. of Ankeny - 36th/Weigel HMA Overlays | Invoice | 43914 |
|---------|----------|-----------------------------------------|---------|-------|

# Professional Personnel

|                           | Hours | Rate   | Amount   |                 |
|---------------------------|-------|--------|----------|-----------------|
| Principal/Senior Engineer | 4.00  | 205.00 | 820.00   |                 |
| Engineer 8                | 15.50 | 179.00 | 2,774.50 |                 |
| <b>Total Labor</b>        |       |        |          | <b>3,594.50</b> |

# Reimbursable Expenses

|                            |              |       |               |               |
|----------------------------|--------------|-------|---------------|---------------|
| Misc Reimbursable Expense  |              |       |               |               |
| 3/6/2024                   | QUESTCDN.COM | Plans | 704.00        |               |
| <b>Total Reimbursables</b> |              |       | <b>704.00</b> | <b>704.00</b> |

**Total this Task \$4,298.50**

|      |     |                      |                        |             |
|------|-----|----------------------|------------------------|-------------|
| Task | 505 | Bid Letting Services |                        |             |
|      |     |                      | <b>Total this Task</b> | <b>0.00</b> |

|      |     |                                        |                        |             |
|------|-----|----------------------------------------|------------------------|-------------|
| Task | 701 | Allendar Butzke - Geotechnical Invest. |                        |             |
|      |     |                                        | <b>Total this Task</b> | <b>0.00</b> |

|      |     |                |                        |             |
|------|-----|----------------|------------------------|-------------|
| Task | 998 | Permits & Fees |                        |             |
|      |     |                | <b>Total this Task</b> | <b>0.00</b> |

|      |     |                       |  |  |
|------|-----|-----------------------|--|--|
| Task | 999 | Reimbursable Expenses |  |  |
|------|-----|-----------------------|--|--|

# Reimbursable Expenses

|                            |                      |                   |              |              |
|----------------------------|----------------------|-------------------|--------------|--------------|
| Advertising-NPDES          |                      |                   |              |              |
| 2/26/2024                  | Gannett Iowa LocalIQ | NPDES advertising | 19.20        |              |
| <b>Total Reimbursables</b> |                      |                   | <b>19.20</b> | <b>19.20</b> |

**Total this Task \$19.20**

|                       |                |              |                |  |
|-----------------------|----------------|--------------|----------------|--|
| <b>Billing Limits</b> | <b>Current</b> | <b>Prior</b> | <b>To-Date</b> |  |
| Total Billings        | 4,705.70       | 186,864.93   | 191,570.63     |  |
| Limit                 |                |              | 218,864.00     |  |
| Remaining             |                |              | 27,293.37      |  |

**Total this Invoice \$4,705.70**

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

Project Manager Joshua Trygstad



CIVIL ENGINEERS  
SURVEYORS  
PLANNERS  
LANDSCAPE ARCHITECTS

March 7, 2024

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

RE: Billing Information Report #11  
NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing  
Ankeny, Iowa  
CDA 2301.073

Dear Jim:

Enclosed, please find a copy of Billing Information Report #11 for the NW 36<sup>th</sup> Street and NW Weigel Drive HMA Resurfacing project.

During this time, Civil Design Advantage attending bid letting and prepared bid tabulation and contracts for awarding the project to InRoads.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.  
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 #5 in the amount of \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #5</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: March 18, 2024 Payment Application #: 5

Payment Period: From: January 1, 2024 Through: February 29, 2024

## Contract Summary:

|                                         |    |           |              |
|-----------------------------------------|----|-----------|--------------|
| Original Contract Amount:               | \$ | 7,225.00  |              |
| Net Change by Change Orders:            | \$ | 42,850.00 |              |
| Contract Amount to Date: (line 1 ± 2)   | \$ |           | 50,075.00    |
| Total Completed and Stored to Date:     | \$ | 40,600.00 |              |
| Retainage: 0 % of Completed Work:       | \$ | -         |              |
| Total Earned Less Retainage:            | \$ |           | 40,600.00    |
| Less Previous Applications for Payment: | \$ |           | 39,225.00    |
| SUBTOTAL:                               |    |           | \$ 1,375.00  |
| OTHER CHARGES:                          |    |           | \$ -         |
| CURRENT PAYMENT DUE:                    |    |           | \$ 1,375.00  |
| Balance to Finish, Including Retainage: | \$ |           | 9,475.00     |
| Contract Time Remaining:                |    | -         | Working Days |

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

DIXON Engineering, Inc.

Firm Name

Signature

Date

March 1, 2024

City of Ankeny Staff Approval:

Signature

Date

3/1/24

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

[dclark@ankenyiowa.gov](mailto:dclark@ankenyiowa.gov)

Phone Number:

515-963-3529

Date Printed: 3/1/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date             | Amount       |
|-----|------------------|--------------|
| 1   | April 7, 2023    | \$ 5,850.00  |
| 2   | June 19, 2023    | \$ 1,375.00  |
| 3   | October 17, 2023 | \$ 4,050.00  |
| 4   | December 4, 2023 | \$ 27,950.00 |
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## Previous Applications for Payment:

| No. | Date | Amount |
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PREVIOUS PAY APPS TOTAL = \$ 39,225.00

## Record of Change Orders:

| No. | Date          | Amount       |
|-----|---------------|--------------|
| 1   | July 10, 2023 | \$ 42,850.00 |
| 2   |               |              |
| 3   |               |              |
| 4   |               |              |
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| 6   |               |              |
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CHANGE ORDER TOTAL = \$ 42,850.00

## Contract Time Remaining:

Contract Period: Working Days  
Construction Start Date:

## Substantial Completion:

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

## Full Completion:

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

# DIXON ENGINEERING, INC.

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

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

Invoice number 24-0165  
Date 02/29/2024  
Project IA2023TSW-5000 ANKENY IA

| Description                                            | Contract Amount | Prior Billed | Current Billed |
|--------------------------------------------------------|-----------------|--------------|----------------|
| 500,000 Gallon Reservoir - (Delaware) #15 77 03 02     |                 |              |                |
| Technical Specifications, Bidding & Contract Documents | 5,850.00        | 5,850.00     | 0.00           |
| Bid Opening Meeting                                    | 1,375.00        | 1,375.00     | 0.00           |
| Preconstruction Meeting                                | 1,550.00        | 1,550.00     | 0.00           |
| Project Administration                                 | 5,000.00        | 5,000.00     | 0.00           |
| Cathodic Installation                                  | 1,550.00        | 1,550.00     | 0.00           |
| Weld Services                                          | 3,100.00        | 3,100.00     | 0.00           |
| Critical Phase Services                                | 24,750.00       | 19,250.00    | 1,375.00       |
| Finalization Site Review                               | 3,100.00        | 1,550.00     | 0.00           |
| Warranty Observation                                   | 3,800.00        | 0.00         | 0.00           |
| Subtotal                                               | 50,075.00       | 39,225.00    | 1,375.00       |
| Total                                                  | 50,075.00       | 39,225.00    | 1,375.00       |

Invoice total 1,375.00

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

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- [www.dixonengineering.net/invoice-payment/](http://www.dixonengineering.net/invoice-payment/).

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 #2 in the amount of \$1,000.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:



---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #2</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Magazine Ground Storage Reservoir Rehabilitation Project  
Contractor: DIXON Engineering, Inc.  
Address: 1104 Third Ave, Lake Odessa, MI 48849  
Finance Budget Code: 612.3612.4210 Finance Project #:   
Vendor Project #: IA2023TSW-5693 Purchase Order #: 612.4210  
Original Contract Date: October 16, 2023 Vendor Account #: 9477

Date of Council Meeting: March 18, 2024 Payment Application #: 2

Payment Period: From: October 20, 2023 Through: January 8, 2024

## Contract Summary:

|                                         |    |          |             |
|-----------------------------------------|----|----------|-------------|
| Original Contract Amount:               | \$ | 8,175.00 |             |
| Net Change by Change Orders:            |    |          |             |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 8,175.00 |             |
| Total Completed and Stored to Date:     | \$ | 8,175.00 |             |
| Retainage: 0 % of Completed Work:       | \$ | -        |             |
| Total Earned Less Retainage:            | \$ | 8,175.00 |             |
| Less Previous Applications for Payment: | \$ | 7,175.00 |             |
| SUBTOTAL:                               |    |          | \$ 1,000.00 |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 1,000.00

Balance to Finish, Including Retainage: \$ -

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

DIXON Engineering, Inc.

Firm Name

Signature

Date

March 7, 2024

City of Ankeny Staff Approval:

Signature

Date

3-11-24

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

[dclark@ankenyiowa.gov](mailto:dclark@ankenyiowa.gov)

Phone Number:

515-963-3529

Date Printed: 3/11/2024

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date                | Amount      |
|-----|---------------------|-------------|
| 1   | Tech Specs, Bidding | \$ 7,175.00 |
| 2   |                     |             |
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| 34  |                     |             |
| 35  |                     |             |

## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
| 36  |      |        |
| 37  |      |        |
| 38  |      |        |
| 39  |      |        |
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| 68  |      |        |
| 69  |      |        |
| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 7,175.00

## Record of Change Orders:

| No. | Date | Amount |
|-----|------|--------|
| 1   |      |        |
| 2   |      |        |
| 3   |      |        |
| 4   |      |        |
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| 14  |      |        |
| 15  |      |        |

CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: Working Days  
Construction Start Date:

## Substantial Completion:

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

## Full Completion:

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

### APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| BID ITEM                         |             |      |      |       |        |     |             |      |      | UNIT  |         | QTY |             | PRICE |       | AMOUNT |        |
|----------------------------------|-------------|------|------|-------|--------|-----|-------------|------|------|-------|---------|-----|-------------|-------|-------|--------|--------|
| NO.                              | DESCRIPTION | UNIT | QTY  | PRICE | AMOUNT | NO. | DESCRIPTION | UNIT | QTY  | PRICE | AMOUNT  | NO. | DESCRIPTION | UNIT  | QTY   | PRICE  | AMOUNT |
| <b>SITE WORK AND LANDSCAPING</b> |             |      |      |       |        |     |             |      |      |       |         |     |             |       |       |        |        |
| 9.01                             |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 9.02                             |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 9.03                             |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 9.04                             |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 9.05                             |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| <b>DEMOLITION</b>                |             |      |      |       |        |     |             |      |      |       |         |     |             |       |       |        |        |
| 10.01                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| <b>MISCELLANEOUS</b>             |             |      |      |       |        |     |             |      |      |       |         |     |             |       |       |        |        |
| 11.01                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 11.02                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 11.03                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 11.04                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 11.05                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| <b>CHANGE ORDER ITEMS</b>        |             |      |      |       |        |     |             |      |      |       |         |     |             |       |       |        |        |
| 12.01                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 12.02                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 12.03                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 12.04                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |
| 12.05                            |             |      | 0.00 | \$ -  | \$ -   |     |             |      | 0.00 | \$ -  | \$ 0.00 |     |             |       | 0.00% |        |        |

**TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK**

CONTRACT = \$ 8,175.00 PAY PERIOD = \$ 8,175.00

COMPLETED = \$ 8,175.00

100.00%

# DIXON ENGINEERING, INC.

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

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

Invoice number 24-0220  
Date 03/07/2024  
Project IA2023TSW-5693 ANKENY IA

| Description                                             | Contract Amount | Prior Billed | Current Billed |
|---------------------------------------------------------|-----------------|--------------|----------------|
| 1,000,000 Gallon Reservoir - (Magazine Rd) #15 77 03 03 |                 |              |                |
| Technical Specifications & Contract Documents           | 7,175.00        | 7,175.00     | 0.00           |
| Bid Services                                            | 1,000.00        | 0.00         | 1,000.00       |
| Subtotal                                                | 8,175.00        | 7,175.00     | 1,000.00       |
| Total                                                   | 8,175.00        | 7,175.00     | 1,000.00       |

Invoice total 1,000.00

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

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- [www.dixonengineering.net/invoice-payment/](http://www.dixonengineering.net/invoice-payment/).

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 #37 in the amount of \$2,510.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                             |
|  <a href="#">Payment #37</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

**Date of Council Meeting:** March 18, 2024 **PAYMENT REQUEST #** 37  
**PAYMENT PERIOD:** From: January 1, 2024 Through: January 31, 2024

## Contract Summary

|                                         |    |              |          |
|-----------------------------------------|----|--------------|----------|
| Original Contract Amount:               | \$ | 237,720.00   |          |
| Net change by Change Orders:            | \$ | 2,127,635.00 |          |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 2,365,355.00 |          |
| Total completed and stored to date:     | \$ | 2,362,778.64 |          |
| Retainage: 0 % of Completed Work:       | \$ | -            |          |
| Total Earned less Retainage:            | \$ | 2,362,778.64 |          |
| Less previous applications for payment: | \$ | 2,360,268.64 |          |
| SUBTOTAL                                | \$ |              | 2,510.00 |

OTHER CHARGES (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 2,510.00

Balance to finish, including retainage: \$ 2,576.36

Contract Time Remaining (If applicable) - Working Days

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

## Construction Contractor Approval:

Firm Name

Signature

Date

## Engineer / Consultant Approval:

Foth Infrastructure and Environment, LLC

Firm Name

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey  
DN: cn=B, o=Bradley Hopkey, ou=Tech Infrastructure & Environment, LLC, ou=Infrastructure Division, ou=Bradley D. Hopkey  
Reason: I am approving this document  
Date: 2024.02.27 10:43:28 -0500

February 27, 2024

Signature

Date

## City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam L. Lust, P.E. - Public Works Engineering Manager

E-mail:

[ALust@AnkenyIowa.gov](mailto:ALust@AnkenyIowa.gov)

Phone:

(515) 963-3537

Fax:

(515) 963-3535



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment

| No. | Date               | Amount        |
|-----|--------------------|---------------|
| 1   | February 4, 2019   | \$ 78,539.03  |
| 2   | March 4, 2019      | \$ 84,665.44  |
| 3   | April 1, 2019      | \$ 53,048.08  |
| 4   | May 6, 2019        | \$ 21,467.14  |
| 5   | June 3, 2019       | \$ 90,346.10  |
| 6   | August 5, 2019     | \$ 137,221.66 |
| 7   | September 3, 2019  | \$ 31,744.34  |
| 8   | October 7, 2019    | \$ 47,472.86  |
| 9   | November 4, 2019   | \$ 43,295.26  |
| 10  | December 2, 2019   | \$ 62,134.48  |
| 11  | February 3, 2020   | \$ 118,678.59 |
| 12  | March 2, 2020      | \$ 49,060.78  |
| 13  | April 6, 2020      | \$ 29,305.10  |
| 14  | May 4, 2020        | \$ 63,725.08  |
| 15  | July 6, 2020       | \$ 139,165.99 |
| 16  | October 5, 2020    | \$ 276,493.45 |
| 17  | March 1, 2021      | \$ 42,625.00  |
| 18  | June 7, 2021       | \$ 108,656.27 |
| 19  | September 20, 2021 | \$ 146,610.79 |
| 20  | November 15, 2021  | \$ 123,961.96 |
| 21  | December 6, 2021   | \$ 53,286.08  |
| 22  | March 21, 2022     | \$ 45,333.98  |
| 23  | May 2, 2022        | \$ 39,001.21  |
| 24  | June 6, 2022       | \$ 35,283.97  |
| 25  | August 1, 2022     | \$ 82,812.47  |
| 26  | September 6, 2022  | \$ 39,430.14  |
| 27  | October 3, 2022    | \$ 57,332.58  |
| 28  | November 7, 2022   | \$ 49,614.78  |
| 29  | December 5, 2022   | \$ 51,439.19  |
| 30  | December 19, 2022  | \$ 36,558.37  |
| 31  | January 17, 2023   | \$ 23,560.68  |
| 32  | March 6, 2023      | \$ 16,063.73  |
| 33  | April 3, 2023      | \$ 13,790.00  |
| 34  | May 1, 2023        | \$ 14,149.82  |
| 35  | January 16, 2024   | \$ 49,724.24  |

## Previous Applications for Payment

| No. | Date              | Amount      |
|-----|-------------------|-------------|
| 36  | February 19, 2024 | \$ 4,690.00 |
| 37  |                   |             |
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|     |                   |             |

TOTAL \$ 2,360,268.64

## Record of Change Orders

| No. | Date              | Amount        |
|-----|-------------------|---------------|
| 1   | May 6, 2019       | \$ 709,260.00 |
| 2   | June 15, 2020     | \$ 379,390.00 |
| 3   | February 1, 2021  | \$ 526,885.00 |
| 4   | March 7, 2022     | \$ 452,600.00 |
| 5   | December 18, 2023 | \$ 59,500.00  |
| 6   |                   |               |
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| 24  |                   |               |
| 25  |                   |               |

TOTAL \$2,127,635.00

Working Days

Contract Time to Date: -  
Time Used to Date: -  
Contract Time Remaining: -



**Summary of Services Report - Project Code: 970.4210**

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

**Period:** January 1, 2024 – January 31, 2024

**Work Completed:**

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

- Project coordination
- Project closeout & prep for DOT audit

**Work Scheduled:**

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

- Project closeout & DOT audit
- Complete Ankeny post-construction submittals

**Submittal Schedule:**

The following dates are according to the original project contract:

|                                          |                                      |
|------------------------------------------|--------------------------------------|
| Professional Services Agreement Approved | December 17, 2018                    |
| Design Survey and Mapping                | December 2018, Complete January 2019 |
| Functional Design                        | February 2019, Complete March 2019   |
| Amendment 1                              | May 6, 2019                          |
| Bidding of NW Northlawn Sewer            | December 10, 2019                    |
| Bidding of Joint Utility Trench          | February 11, 2020                    |
| Project Information Meeting              | March 10, 2020                       |
| Bidding of Temporary Traffic Signals     | June 25, 2020                        |
| Bidding of Roadway Project               | December 15, 2020                    |
| Amendment 2                              | June 15, 2020                        |
| Amendment 3                              | February 1, 2021                     |
| Opening of W First St for Winter         | October 14, 2021                     |
| Amendment 4                              | March 7, 2022                        |
| Last Contracted Working Day (130)        | October 12, 2022                     |
| Last Counted Working Day (163)           | November 23, 2022                    |
| Construction Punch List Complete         | December 13, 2022                    |
| Final Change Order #6                    | December 18, 2023                    |
| Final Pay Request #20                    | December 18, 2023                    |
| Certificate of Completion Issued         | December 18, 2023                    |
| Amendment 5                              | December 18, 2023                    |

**General Comments:**

# 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

February 16, 2024

Project No: 0018A039.01

Invoice No: 88541

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

**Invoice Total USD 2,510.00**

Project 0018A039.01 West First Street Widening

Professional Services through January 31, 2024

## Professional Personnel

|                       | Hours | Rate   | Amount   |
|-----------------------|-------|--------|----------|
| Lead Project Engineer | 1.00  | 190.00 | 190.00   |
| Technician I          | 18.50 | 80.00  | 1,480.00 |
| Construction Manager  | 5.00  | 168.00 | 840.00   |
| Totals                | 24.50 |        | 2,510.00 |
| Total Labor           |       |        | 2,510.00 |

## Billing Limits

|                | Current  | Prior        | To-Date      |
|----------------|----------|--------------|--------------|
| Total Billings | 2,510.00 | 2,360,268.64 | 2,362,778.64 |
| Limit          |          |              | 2,365,355.00 |
| Remaining      |          |              | 2,576.36     |

**Total This Invoice USD 2,510.00**



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$4,643.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection 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                                                                                             |
|  <a href="#">Payment #10</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Drive & NW 18th Street Intersection Improvements  
Contractor: HR Green, Inc.  
Address: 5525 Merle Hay Road, Suite, 200, Johnston, IA 50131  
Finance Budget Code: 922.3922.4210 Finance Project #: 922.4210  
Vendor Project #: 220196 Purchase Order #: NA  
Original Contract Date: March 20, 2023 Vendor Account #: 5531

Date of Council Meeting: March 18, 2024 Payment Application #: 10

Payment Period: From: November 25, 2023 Through: February 23, 2024

## Contract Summary:

Original Contract Amount: \$ 107,920.00  
Net Change by Change Orders: \$ -  
Contract Amount to Date: (line 1 ± 2) \$ 107,920.00

Total Completed and Stored to Date: \$ 73,377.75  
Retainage: 0 % of Completed Work: \$ -  
Total Earned Less Retainage: \$ 73,377.75  
Less Previous Applications for Payment: \$ 68,734.25  
SUBTOTAL: \$ 4,643.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 4,643.50

Balance to Finish, Including Retainage: \$ 34,542.25

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: NA  
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.  
Firm Name

Signature Date February 29, 2024

City of Ankeny Staff Approval: *Matthew Lygid*  
Signature Date 2/29/2024

Submit to: Matt Grgurich, Civil Engineer II  
E-mail: [mgrgurich@ankenyiowa.gov](mailto:mgrgurich@ankenyiowa.gov) Phone Number: 515-963-3549

Date Printed: 2/29/2024



## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION<br>(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 & ADMINISTRATION                   |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 832.00    | \$ 832.00      | 1.00                           | \$ 832.00                   |                                          | 1.00                    | \$ 832.00                     | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 479.50    | \$ 479.50      | 1.00                           | \$ 479.50                   |                                          | 1.00                    | \$ 479.50                     | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 821.75    | \$ 821.75      | 1.00                           | \$ 821.75                   |                                          | 1.00                    | \$ 821.75                     | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,165.75  | \$ 1,165.75    | 1.00                           | \$ 1,165.75                 |                                          | 1.00                    | \$ 1,165.75                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,419.50  | \$ 1,419.50    | 1.00                           | \$ 1,419.50                 |                                          | 1.00                    | \$ 1,419.50                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,368.50  | \$ 1,368.50    | 1.00                           | \$ 1,368.50                 |                                          | 1.00                    | \$ 1,368.50                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 2,277.00  | \$ 2,277.00    | 1.00                           | \$ 2,277.00                 |                                          | 1.00                    | \$ 2,277.00                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,953.00  | \$ 1,953.00    | 1.00                           | \$ 1,953.00                 |                                          | 1.00                    | \$ 1,953.00                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 416.00    | \$ 416.00      | 1.00                           | \$ 416.00                   |                                          | 1.00                    | \$ 416.00                     | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 3,128.50  | \$ 3,128.50    | 1.00                           | \$ 3,128.50                 |                                          | 1.00                    | \$ 3,128.50                   | 0.00               | 100.00%          |
| 2.00     | TRAFFIC ANALYSIS                                      |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 980.00    | \$ 980.00      | 1.00                           | \$ 980.00                   |                                          | 1.00                    | \$ 980.00                     | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 4,247.50  | \$ 4,247.50    | 1.00                           | \$ 4,247.50                 |                                          | 1.00                    | \$ 4,247.50                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 8,855.00  | \$ 8,855.00    | 1.00                           | \$ 8,855.00                 |                                          | 1.00                    | \$ 8,855.00                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 6,055.00  | \$ 6,055.00    | 1.00                           | \$ 6,055.00                 |                                          | 1.00                    | \$ 6,055.00                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,410.00  | \$ 1,410.00    | 1.00                           | \$ 1,410.00                 |                                          | 1.00                    | \$ 1,410.00                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 2,970.00  | \$ 2,970.00    | 1.00                           | \$ 2,970.00                 |                                          | 1.00                    | \$ 2,970.00                   | 0.00               | 100.00%          |
| 3.00     | CONCEPT DESIGN                                        |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 5,313.75  | \$ 5,313.75    | 1.00                           | \$ 5,313.75                 |                                          | 1.00                    | \$ 5,313.75                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 11,615.00 | \$ 11,615.00   | 1.00                           | \$ 11,615.00                |                                          | 1.00                    | \$ 11,615.00                  | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 3,142.50  | \$ 3,142.50    | 1.00                           | \$ 3,142.50                 |                                          | 1.00                    | \$ 3,142.50                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,782.50  | \$ 1,782.50    | 1.00                           | \$ 1,782.50                 |                                          | 1.00                    | \$ 1,782.50                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 87.50     | \$ 87.50       | 1.00                           | \$ 87.50                    |                                          | 1.00                    | \$ 87.50                      | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 43.75     | \$ 43.75       | 1.00                           | \$ 43.75                    |                                          | 1.00                    | \$ 43.75                      | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 1,515.00  | \$ 1,515.00    | 1.00                           | \$ 1,515.00                 |                                          | 1.00                    | \$ 1,515.00                   | 0.00               | 100.00%          |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
| 4.00     | SURVEY & MAPPING                                      |       |                            |                                   |                |              |                |                                |                             |                                          |                         |                               |                    |                  |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 57.50     | \$ 57.50       | 1.00                           | \$ 57.50                    |                                          | 1.00                    | \$ 57.50                      | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 8,968.75  | \$ 8,968.75    | 1.00                           | \$ 8,968.75                 |                                          | 1.00                    | \$ 8,968.75                   | 0.00               | 100.00%          |
|          | Engineering                                           | EA    | 1.00                       |                                   | 1.00           | \$ 2,472.50  | \$ 2,472.50    | 1.00                           | \$ 2,472.50                 |                                          | 1.00                    | \$ 2,472.50                   | 0.00               | 100.00%          |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 0.00           | \$ -         | \$ -           |                                | \$ -                        |                                          | 0.00                    | \$ -                          | 0.00               | 0.00%            |
|          |                                                       |       |                            |                                   | 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 = \$ 73,377.75 PAY PERIOD = \$ 73,377.75

COMPLETED = \$ 73,377.75

100.00%

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date               | Amount       |
|-----|--------------------|--------------|
| 1   | May 1, 2023        | \$ 1,812.00  |
| 2   | June 5, 2023       | \$ 4,784.50  |
| 3   | July 17, 2023      | \$ 18,645.50 |
| 4   | August 7, 2023     | \$ 15,007.00 |
| 5   | September 18, 2023 | \$ 14,444.50 |
| 6   | October 2, 2023    | \$ 4,511.00  |
| 7   | November 6, 2023   | \$ 7,029.50  |
| 8   | November 20, 2023  | \$ 2,040.50  |
| 9   | December 18, 2023  | \$ 459.75    |
| 10  |                    |              |
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## Previous Applications for Payment:

| No. | Date | Amount |
|-----|------|--------|
| 36  |      |        |
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| 69  |      |        |
| 70  |      |        |

PREVIOUS PAY APPS TOTAL = \$ 68,734.25

## Record of Change Orders:

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

CHANGE ORDER TOTAL = \$ -

## Contract Time Remaining:

Contract Period: Working Days  
Construction Start Date:

## Substantial Completion:

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

## Full Completion:

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





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

▷ [HRGREEN.COM](http://HRGREEN.COM)

February 28, 2024

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

**Progress Report & Attached Invoice**  
**Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection**  
HRG Project No. 220196  
Contract date: March 20, 2023

Dear Matt:

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 #                             | 172500             |
| Period covered by invoice                      | 11/25/23 – 2/23/24 |
| Amount this invoice                            | \$4,643.50         |
| Total billings to date, including this invoice | \$73,377.75        |
| Contract maximum fee                           | \$107,920.00       |
| % of Contract billed to date                   | 68%                |

Summary of services during this billing period:

- Project Management & Admin
- Concept & Roundabout alternative coordination & meeting
- Updated Traffic Memo

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.**

Brian Willham, P.E.



Please Remit To:  
HR Green, Inc.  
PO Box 8213  
Des Moines, IA 50301-8213  
319-841-4000

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

February 23, 2024  
Project No: 220196  
Invoice No: 172500  
Invoice Total: \$4,643.50

Project 220196 Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection  
NW Irvinedale Drive and NW 18th Street  
Intersection Improvements

**Professional Services Through February 23, 2024**

Phase 1.0 Project Management and Administration

**Professional Personnel**

|                     | Hours | Amount   |            |
|---------------------|-------|----------|------------|
| Senior Professional | 2.50  | 775.00   |            |
| Professional        | 9.00  | 2,160.00 |            |
| Admin Coordinator   | 1.50  | 193.50   |            |
| Totals              | 13.00 | 3,128.50 |            |
| Total Labor         |       |          | 3,128.50   |
| Total this Phase    |       |          | \$3,128.50 |

Phase 3.0 Concept Design

**Professional Personnel**

|                  | Hours | Amount   |            |
|------------------|-------|----------|------------|
| Professional     | 7.00  | 1,515.00 |            |
| Totals           | 7.00  | 1,515.00 |            |
| Total Labor      |       |          | 1,515.00   |
| Total this Phase |       |          | \$1,515.00 |

**Billing Limits**

|                    | Current  | Prior     | To-Date           |
|--------------------|----------|-----------|-------------------|
| Total Billings     | 4,643.50 | 68,734.25 | 73,377.75         |
| Limit              |          |           | 107,920.00        |
| Remaining          |          |           | 34,542.25         |
| Total this Invoice |          |           | <u>\$4,643.50</u> |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$7,538.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail 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                                                                                                   |
|  <a href="#">Payment #10 - ISG</a> |







**I & S Group, Inc.**  
115 E. Hickory St.  
Suite 300  
Mankato, MN 56001  
507-387-6651  
[www.ISGInc.com](http://www.ISGInc.com)

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

Invoice Number 102350  
Date 02/29/2024

**Project 22-26951 High Trestle Park  
Phase 1 - Ankeny, IA**

Progress billing for professional services provided through date of invoice

**\*\*INCLUDE PAY APP\*\***

Updating Preliminary Design Concepts

| Description                 | Contract Amount | Prior Billed | Current Billed |
|-----------------------------|-----------------|--------------|----------------|
| <b>Design</b>               |                 |              |                |
| Survey                      | \$9,000.00      | \$9,000.00   |                |
| Permitting                  | \$2,600.00      |              |                |
| Preliminary Design          | \$18,700.00     | \$18,700.00  |                |
| Final Design                | \$23,700.00     | \$10,236.25  | \$7,538.75     |
| Bidding                     | \$3,600.00      |              |                |
| <b>Construction</b>         |                 |              |                |
| Construction Staking        | \$5,000.00      |              |                |
| Construction Administration | \$5,800.00      |              |                |
|                             | \$68,400.00     | \$37,936.25  | \$7,538.75     |

**Invoice Amount** \$7,538.75

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.  
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail [AR@ISGInc.com](mailto:AR@ISGInc.com)

**Automated Clearing House (ACH) Instructions**

Account Name: I&S Group, Inc.  
ABA/Routing Number: 073000642  
Account Number: 2348642289  
Send Remittance to: [AR@ISGInc.com](mailto:AR@ISGInc.com)



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 \$155,977.32 to J&K Contracting, for construction 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                                                                                            |
|  <a href="#">Payment #8</a> |



# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer  
Contractor: J&K Contracting  
Address: 10703 Justin Drive, Urbandale, Iowa 50322  
Fin ## 660.3660.4452 Finance Project #: 660.4452  
Vendor Project #: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_  
Original Contract Date: April 3, 2023 Vendor Account #: 8611

Date of Council Meeting: March 18 2024 Payment Application #: 8

Payment Period: From: January 31, 2024 Through: February 29, 2024

## Contract Summary:

|                                          |    |              |            |
|------------------------------------------|----|--------------|------------|
| Original Contract Amount:                | \$ | 2,000,000.00 |            |
| Net Change by Change Orders:             | \$ | 11,000.00    |            |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 2,011,000.00 |            |
| Total Completed to Date:                 | \$ | 1,945,782.00 |            |
| Retainage: <u>5</u> % of Completed Work: | \$ | 97,289.10    |            |
| Total Earned Less Retainage:             | \$ | 1,848,492.90 |            |
| Less Previous Applications for Payment:  | \$ | 1,692,515.58 |            |
| SUBTOTAL:                                |    |              | 155,977.32 |

OTHER CHARGES: **STORED MATERIALS**

CURRENT PAYMENT DUE: \$ 155,977.32

Balance to Finish, Including Retainage: \$ 162,507.10

Contract Time Remaining: (12.00) 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: J&K Contracting

Firm Name

Signature

Date 3/5/24

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Firm Name

Signature

Date 3/5/24

City of Ankeny Staff Approval:

Signature

Date 3/5/24

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@anktyniowa.gov

Phone Number: 515-963-3529

Date Printed: 3/4/2024

## APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

| ITEM NO. | DESCRIPTION<br>(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 | TOTAL QUANTITY COMPLETE | TOTAL VALUE OF COMPLETED WORK | REMAINING QUANTITY | PERCENT COMPLETE |
|----------|---------------------------------------------------------------------------|-------|----------------------------|-----------------------------------|----------------|---------------|-----------------|--------------------------------|-----------------------------|------------------------------|-------------------------|-------------------------------|--------------------|------------------|
|          | EARTHWORK                                                                 |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 2.1      | CLEARING AND GRUBBING                                                     | ACRE  | 3.70                       | 0.00                              | 3.70           | \$ 9,000.00   | \$ 33,300.00    |                                | \$ -                        |                              | 3.70                    | \$ 33,300.00                  | 0.00               | 100.00%          |
|          | SEWERS AND DRAINS                                                         |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 4.1      | SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.                        | LF    | 1,260.00                   | 0.00                              | 1,260.00       | \$ 250.00     | \$ 315,000.00   |                                | \$ -                        |                              | 1,281.00                | \$ 320,250.00                 | (21.00)            | 101.67%          |
| 4.2      | SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.                      | LF    | 1,172.00                   | 0.00                              | 1,172.00       | \$ 850.00     | \$ 1,113,400.00 |                                | \$ -                        |                              | 1,151.00                | \$ 1,093,450.00               | 21.00              | 98.21%           |
| 4.3      | SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.     | LF    | 110.00                     | 0.00                              | 110.00         | \$ 2,000.00   | \$ 220,000.00   |                                | \$ -                        |                              | 110.00                  | \$ 220,000.00                 | 0.00               | 100.00%          |
|          | STRUCTURES FOR SANITARY AND STORM SEWERS                                  |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 6.1      | MAN-HOLE, SANITARY SEWER, SW-301, 60 IN.                                  | EA    | 9.00                       | 0.00                              | 9.00           | \$ 14,500.00  | \$ 130,500.00   | 0.00                           | \$ -                        |                              | 9.00                    | \$ 130,500.00                 | 0.00               | 100.00%          |
| 6.2      | CONNECTION TO EXISTING SANITARY MANHOLE                                   | EA    | 1.00                       | 0.00                              | 1.00           | \$ 8,000.00   | \$ 8,000.00     |                                | \$ -                        |                              | 1.00                    | \$ 8,000.00                   | 0.00               | 100.00%          |
|          | TRAFFIC CONTROL                                                           |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 8.1      | TRAFFIC CONTROL                                                           | LS    | 1.00                       | 0.00                              | 1.00           | \$ 5,000.00   | \$ 5,000.00     |                                | \$ -                        |                              | 1.00                    | \$ 5,000.00                   | 0.00               | 100.00%          |
|          | SITE WORK AND LANDSCAPING                                                 |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 9.1      | CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE) | ACRE  | 2.90                       | 0.00                              | 2.90           | \$ 1,500.00   | \$ 4,350.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 2.90               | 0.00%            |
| 9.2      | WETLAND SEEDING                                                           | ACRE  | 0.80                       | 0.00                              | 0.80           | \$ 4,000.00   | \$ 3,200.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 0.80               | 0.00%            |
| 9.3      | CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)       | ACRE  | 3.70                       | 0.00                              | 3.70           | \$ 700.00     | \$ 2,590.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 3.70               | 0.00%            |
| 9.4      | MULCHING, BONDED FIBER MATRIX                                             | ACRE  | 7.40                       | 0.00                              | 7.40           | \$ 5,000.00   | \$ 37,000.00    |                                | \$ -                        |                              | 2.85                    | \$ 14,250.00                  | 4.55               | 38.51%           |
| 9.5      | FILTER SOCK, INSTALLATION                                                 | LF    | 2,000.00                   | 0.00                              | 2,000.00       | \$ 2.00       | \$ 4,000.00     |                                | \$ -                        |                              | 255.00                  | \$ 510.00                     | 1,745.00           | 12.75%           |
| 9.6      | FILTER SOCK, REMOVAL OF DEVICE                                            | LF    | 2,000.00                   | 0.00                              | 2,000.00       | \$ 0.25       | \$ 500.00       |                                | \$ -                        |                              | 0.00                    | \$ -                          | 2,000.00           | 0.00%            |
| 9.7      | SILT FENCE, INSTALLATION                                                  | LF    | 3,000.00                   | 0.00                              | 3,000.00       | \$ 2.00       | \$ 6,000.00     |                                | \$ -                        |                              | 1,056.00                | \$ 2,112.00                   | 1,944.00           | 35.20%           |
| 9.8      | SILT FENCE, REMOVAL OF DEVICE                                             | LF    | 3,000.00                   | 0.00                              | 3,000.00       | \$ 0.25       | \$ 750.00       |                                | \$ -                        |                              | 0.00                    | \$ -                          | 3,000.00           | 0.00%            |
| 9.9      | SURFACE RESTORATION HAIL ROUTES                                           | LS    | 1.00                       | 0.00                              | 1.00           | \$ 9,000.00   | \$ 9,000.00     |                                | \$ -                        |                              | 0.00                    | \$ -                          | 1.00               | 0.00%            |
|          |                                                                           |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 11.1     | MOBILIZATION                                                              | LS    | 1.00                       | 0.00                              | 1.00           | \$ 107,410.00 | \$ 107,410.00   |                                | \$ -                        |                              | 1.00                    | \$ 107,410.00                 | 0.00               | 100.00%          |
|          | CHANGE ORDER ITEMS                                                        |       |                            |                                   |                |               |                 |                                |                             |                              |                         |                               |                    |                  |
| 12.1     | CLEARING AND GRUBBING FOR BORE PIT                                        | LS    | 0.00                       | 1.00                              | 1.00           | \$ 7,500.00   | \$ 7,500.00     | 1.00                           | \$ 7,500.00                 |                              | 1.00                    | \$ 7,500.00                   | 0.00               | 100.00%          |
| 12.2     | CLEARING AND GRUBBING FOR MANHOLE 3 BORE PIT                              | LS    | 0.00                       | 1.00                              | 1.00           | \$ 3,500.00   | \$ 3,500.00     | 1.00                           | \$ 3,500.00                 |                              | 1.00                    | \$ 3,500.00                   | 0.00               | 100.00%          |
|          |                                                                           |       |                            |                                   |                | 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 = \$2,011,000.00 PAY PERIOD = \$ 11,000.00

COMPLETED = \$1,945,782.00

96.76%

**MATERIALS STORED SUMMARY**

| Description                                          | Unit | Total Units | Unit Price   | Ext. Cost |
|------------------------------------------------------|------|-------------|--------------|-----------|
| MANHOLE, SANITARY SEWER, SW-301, 60 IN.              | LS   | 0           | \$ 35,744.00 | \$ -      |
| SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.   | LF   | 0           | \$ 129.25    | \$ -      |
| SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN. | LF   | 0           | \$ 375.95    | \$ -      |
| SUBTOTAL                                             |      |             |              | 0.00      |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

## Previous Applications for Payment:

| No. | Date               | Amount        |
|-----|--------------------|---------------|
| 1   | August 11, 2023    | \$ 635,203.02 |
| 2   | August 31, 2023    | \$ 148,592.38 |
| 3   | September 30, 2023 | \$ 359,094.57 |
| 4   | October 31st, 2023 | \$ 257,584.49 |
| 5   | November 30, 2023  | \$ 45,885.00  |
| 6   | December 31, 2023  | \$ 226,919.29 |
| 7   | January 31, 2024   | \$ 19,236.83  |
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## Previous Applications for Payment:

| No. | Date | Amount |
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PREVIOUS PAY APPS TOTAL = \$ 1,692,515.58

## Record of Change Orders:

| No. | Date             | Amount      |
|-----|------------------|-------------|
| 1   | August 31, 2023  | \$ 7,500.00 |
| 2   | November 8, 2023 | \$ 3,500.00 |
| 3   |                  |             |
| 4   |                  |             |
| 5   |                  |             |
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CHANGE ORDER TOTAL = \$ 11,000.00

## Contract Time Remaining:

|                          |              |
|--------------------------|--------------|
| Contract Period:         | Working Days |
| Construction Start Date: |              |

## Substantial Completion:

|                            |        |
|----------------------------|--------|
| Contract Working Days:     | 110.0  |
| Added by Change Order:     |        |
| Total Working Days:        | 110.0  |
| Working Days Used to Date: | 122.0  |
| Working Days Remaining:    | (12.0) |

## Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

---

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$21,000.00 to Romtech Companies for construction services on the restroom facility at the Rally Complex.

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EXECUTIVE SUMMARY:

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Payment #3</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: RALLY COMPLEX RESTROOM CONSTRUCTION  
Contractor: ROMTEC COMPANIES  
Address: 18240 N. BANK RD, ROSEBURG, OR, 97470  
Finance Budget Code: 897.2897.4408 Finance Project #: 897.2897  
Vendor Project #: NA Purchase Order #: NA  
Original Contract Date: May 18, 2023 Vendor Account #: 6802

Date of Council Meeting: March 18, 2024 Payment Application #: 3  
Payment Period: From: February 1, 2024 Through: February 29, 2024

## Contract Summary:

|                                          |    |            |  |
|------------------------------------------|----|------------|--|
| Original Contract Amount:                | \$ | 327,315.56 |  |
| Net Change by Change Orders:             | \$ | -          |  |
| Contract Amount to Date: (line 1 ± 2)    | \$ | 327,315.56 |  |
| Total Completed and Stored to Date:      | \$ | 95,000.00  |  |
| Retainage: <u>0</u> % of Completed Work: | \$ | -          |  |
| Total Earned Less Retainage:             | \$ | 95,000.00  |  |
| Less Previous Applications for Payment:  | \$ | 74,000.00  |  |
| SUBTOTAL:                                | \$ | 21,000.00  |  |

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 21,000.00

Balance to Finish, Including Retainage: \$ 232,315.56

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: ROMTEC COMPANIES  
[Signature] 3/7/2024  
Signature Date

Engineer / Consultant Approval:  
[Signature] [Date]  
Firm Name Signature Date

City of Ankeny Staff Approval:  
[Signature] 3/7/24  
Signature Date

Submit to: NICK LENOX  
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576

Date Printed: 3/7/2024



# Invoice

#INV1399

2/27/2024

Romtec Companies (541) 496-3541  
18240 N. Bank Rd  
Roseburg OR 97470  
United States

**Bill To**

City of Ankeny  
410 W 1st St  
Ankeny IA 50023-1557  
United States

**Ship To**

City of Ankeny  
725 SW Prairie Trail Pkway  
Ankeny IA 50023  
United States

**TOTAL**

**\$21,000.00**

**Due Date: 3/31/2024**

**Terms**

30 - Net 30

**Due Date**

3/31/2024

**MFG Project**

City of Ankeny : 20179

**Customer PO #**

**Contract #**

**Quantity**

**Item**

**Rate**

**Amount**

1

/C : Rally Complex (IA) project.

**Supply :** Invoicing up to 50% on Manufacturing at Romtec  
Facilities

\$21,000.00

\$21,000.00

**Subtotal**

**\$21,000.00**

**Discount**

**Tax Total (0%)**

**\$0.00**

**Total**

**\$21,000.00**

Questions call @ 541-496-4752 or email [AccountsReceivable@Romtec.com](mailto:AccountsReceivable@Romtec.com)  
SERVICE CHARGES: 1.25% PER MONTH ON PAST DUE ACCOUNTS. 15% per Annum.  
Goods returned without authorization will not be accepted for credit.  
Return goods subject to restocking charge.

**Retention:**

1 of 1



# Romtec - Rally Complex (Formerly Prairie Trail Sports Complex)(IA) - Schedule of Values - Monthly Billing

City of Ankeny  
 Attn: Nick Lenox  
 410 West First St.  
 Ankeny, IA 50023

Job# 20179  
 Tax-Exempt

Application No: 1399  
 Application Date: 2/27/2024  
 Period to: 2/29/2024

| A<br>ITEM<br>NO.    | B<br>DESCRIPTION OF WORK                                  | C<br>SCHEDULED<br>VALUE | D                   |                               | E<br>WORK COMPLETED<br>THIS PERIOD | G<br>TOTAL<br>COMPLETED | H<br>BALANCE<br>TO |
|---------------------|-----------------------------------------------------------|-------------------------|---------------------|-------------------------------|------------------------------------|-------------------------|--------------------|
|                     |                                                           |                         | FROM PREVIOUS       | WORK COMPLETED<br>THIS PERIOD |                                    |                         |                    |
| 001                 | Restroom                                                  | \$ 60,000.00            | \$ 60,000.00        |                               |                                    | \$ 60,000.00            | 100%               |
| 002                 | Delivery of Design Submittal (SSDS)                       | \$ 70,000.00            | \$ 14,000.00        | \$ 21,000.00                  |                                    | \$ 35,000.00            | 50%                |
| 003                 | Manufacturing at Romtec facilities (monthly progress)     | \$ 15,463.83            |                     |                               |                                    | \$ 15,463.83            | 0%                 |
| 004                 | Ready to Ship (manufacturing and packaging complete)      | \$ 9,612.00             |                     |                               |                                    | \$ 9,612.00             | 0%                 |
| 005                 | Freight                                                   | \$ 25,000.00            |                     |                               |                                    | \$ 25,000.00            | 0%                 |
| 006                 | Installation - Site Work & Rough-in Plumbing & Electrical | \$ 35,000.00            |                     |                               |                                    | \$ 35,000.00            | 0%                 |
| 007                 | Installation - Foundation & Slab                          | \$ 55,000.00            |                     |                               |                                    | \$ 55,000.00            | 0%                 |
| 008                 | Installation - Erection of Walls                          | \$ 30,000.00            |                     |                               |                                    | \$ 30,000.00            | 0%                 |
| 009                 | Installation - Roof System                                | \$ 20,000.00            |                     |                               |                                    | \$ 20,000.00            | 0%                 |
| 010                 | Installation - Top Out Plumbing & Electrical              | \$ 7,239.73             |                     |                               |                                    | \$ 7,239.73             | 0%                 |
|                     | Installation - Finishes & Accessories                     |                         |                     |                               |                                    |                         |                    |
| <b>GRAND TOTALS</b> |                                                           | <b>\$ 327,315.56</b>    | <b>\$ 74,000.00</b> | <b>\$ 21,000.00</b>           | <b>\$ 95,000.00</b>                | <b>\$ 232,315.56</b>    | <b>150%</b>        |

## Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:  
Motion

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to approve Payment #38 in the amount of \$654.96 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:  
This item represents a progress payment for work associated with the construction administration of the Ankeny Senior Community Center project by Shive-Hattery.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:  
The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                 |
|  <a href="#">Pay Application</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Ankeny Senior Community Center  
**Contractor:** Shive-Hattery  
**Address:** PO Box 1599 - Cedar Rapids, Iowa 52106-1599  
**Finance Budget Code:** 905.2905.4210 **Finance Project #** 905.421  
**Vendor Project or Invoice #:** 4185992-38 **PO #**  
**Original Contract Date:** October 28, 2019 **Vendor #** 8471

**Date of Council Meeting:** March 18, 2024 **PAYMENT REQUEST #** 38  
**PAYMENT PERIOD:** From: January 20, 2024 Through: February 16, 2024

## Contract Summary

|                                         |    |            |   |
|-----------------------------------------|----|------------|---|
| Original Contract Amount:               | \$ | 601,000.00 |   |
| Net change by Change Orders:            | \$ | 167,200.00 |   |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 768,200.00 | ✓ |
| Total completed and stored to date:     | \$ | 766,284.85 |   |
| Retainage: 0 % of Completed Work:       | \$ | -          |   |
| Total Earned less Retainage:            | \$ | 766,284.85 |   |
| Less previous applications for payment: | \$ | 765,629.89 | ✓ |
| SUBTOTAL                                | \$ | 654.96     | ✓ |

**OTHER CHARGES** (Attach an itemized list) \$ -

**CURRENT PAYMENT DUE** \$ 654.96

Balance to finish, including retainage: \$ 1,915.15

Contract Time Remaining (If applicable) - Working Days

172,021

**Construction Contractor Approval:** Shive-Hattery  
Firm Name  
Signature: Lindsey Mathews Date: February 27, 2024

**Engineer / Consultant Approval:**  
Firm Name  
Signature: Date:

**City of Ankeny Staff Approval:**  
Signature: Mike Schrock Date: 02/28/2024

**Submit to:** Mike Schrock  
**E-mail:** mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

| No. | Date               | Amount        |
|-----|--------------------|---------------|
| 1   | November 26, 2019  | \$ 11,360.31  |
| 2   | January 6, 2020    | \$ 102,092.10 |
| 3   | February 4, 2020   | \$ 56,760.84  |
| 4   | March 13, 2020     | \$ 156,169.56 |
| 5   | May 8, 2020        | \$ 143,061.64 |
| 6   | June 19, 2020      | \$ 29,757.40  |
| 7   | September 17, 2020 | \$ 8,679.20   |
| 8   | October 16, 2020   | \$ 40,268.17  |
| 9   | November 13, 2020  | \$ 20,723.00  |
| 10  | January 15, 2021   | \$ 8,665.00   |
| 11  | February 12, 2021  | \$ 19,300.00  |
| 12  | March 12, 2021     | \$ 15,362.73  |
| 13  | April 23, 2021     | \$ 4,496.35   |
| 14  | June 25, 2021      | \$ 19,246.07  |
| 15  | July 30, 2021      | \$ 8,269.18   |
| 16  | September 17, 2021 | \$ 19,013.19  |
| 17  | October 15, 2021   | \$ 35,971.80  |
| 18  | November 12, 2021  | \$ 10,077.64  |
| 19  | December 5, 2021   | \$ 3,003.33   |
| 20  | January 14, 2022   | \$ 9,293.28   |
| 21  | February 11, 2022  | \$ 2,275.40   |
| 22  | March 11, 2022     | \$ 3,334.30   |
| 23  | April 22, 2022     | \$ 4,974.40   |
| 24  | May 26, 2022       | \$ 2,347.80   |
| 25  | August 2, 2022     | \$ 6,197.31   |
| 26  | October 7, 2022    | \$ 4,255.40   |
| 27  | November 11, 2021  | \$ 960.70     |
| 28  | January 27, 2023   | \$ 3,812.51   |
| 29  | March 21, 2023     | \$ 750.10     |
| 30  | May 17, 2023       | \$ 499.50     |
| 31  | June 16, 2023      | \$ 818.71     |
| 32  | July 26, 2023      | \$ 258.50     |
| 33  | September 29, 2023 | \$ 1,213.00   |
| 34  | October 28, 2023   | \$ 881.00     |
| 35  | November 24, 2023  | \$ 7,687.00   |

Previous Applications for Payment

| No. | Date              | Amount      |
|-----|-------------------|-------------|
| 36  | December 26, 2023 | \$ 3,350.77 |
| 37  | January 26, 2024  | \$ 442.70   |
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PREVIOUS PAY APP TOTAL = \$ 765,629.89

Record of Change Orders

| No. | Date                | Amount       |
|-----|---------------------|--------------|
| 1   | Geothermal Wells    | \$ 24,000.00 |
| 2   | Parking Lot & Storm | \$ 16,400.00 |
| 3   | Amendment #3        | \$ 28,900.00 |
| 4   | Amendment #4        | \$ 19,900.00 |
| 5   | Amendment #5        | \$ 20,000.00 |
| 6   | Amendment #6        | \$ 10,500.00 |
| 7   | Amendment #7        | \$ 5,000.00  |
| 8   | Amendment #8        | \$ 15,000.00 |
| 9   | Amendment #9        | \$ 10,000.00 |
| 10  | Amendment #10       | \$ 10,000.00 |
| 11  | Amendment #11       | \$ 7,500.00  |
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CHANGE ORDER TOTAL = \$ 167,200.00

Contract Time Remaining

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

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

February 27, 2024

Invoice No: 4185992 - 40

Mike Schrock  
City of Ankeny, IA  
220 West First St.  
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through February 16, 2024:

|                                   | Total<br>Fee     | Percent<br>Complete | Fee<br>Earned           | Previous<br>Fee Billing | Current Fee<br>Billing |
|-----------------------------------|------------------|---------------------|-------------------------|-------------------------|------------------------|
| Schematic Design                  | 113,400.00       | 100.00              | 113,400.00              | 113,400.00              | 0.00                   |
| Design Development                | 113,400.00       | 100.00              | 113,400.00              | 113,400.00              | 0.00                   |
| Construction Documents            | 198,450.00       | 100.00              | 198,450.00              | 198,450.00              | 0.00                   |
| Bid                               | 28,350.00        | 100.00              | 28,350.00               | 28,350.00               | 0.00                   |
| Construction Administration       | 113,400.00       | 100.00              | 113,400.00              | 113,400.00              | 0.00                   |
| Amend. #1 Geothermal Wells        | 24,000.00        | 100.00              | 24,000.00               | 24,000.00               | 0.00                   |
| Amend. #2 Parking Lot & Storm     | 14,900.00        | 100.00              | 14,900.00               | 14,900.00               | 0.00                   |
| Reimbursables                     | 16,500.00        | 100.00              | 16,500.00               | 16,500.00               | 0.00                   |
| M/E Commissioning                 | 19,000.00        | 100.00              | 19,000.00               | 19,000.00               | 0.00                   |
| Amend. #3 BECx Commissioning      | 28,900.00        | 100.00              | 28,900.00               | 28,900.00               | 0.00                   |
| Amend. #4 FF&E Design             | 19,900.00        | 100.00              | 19,900.00               | 19,900.00               | 0.00                   |
| Amend. #5 Parking Lot Replacement | 20,000.00        | 100.00              | 20,000.00               | 20,000.00               | 0.00                   |
| Amend. #6 Paving Observation      | 10,500.00        | 100.00              | 10,500.00               | 10,500.00               | 0.00                   |
| Amend. #7 Floor Plan Changes      | 5,000.00         | 100.00              | 5,000.00                | 5,000.00                | 0.00                   |
| Amend #8 Add CA Services (Hrly)   | 15,000.00        | 100.00              | 15,000.00               | 15,000.00               | 0.00                   |
| Amend #9 Add CA Services (Hrly)   | 10,000.00        | 100.00              | 10,000.00               | 10,000.00               | 0.00                   |
| Amend #10 Add CA Services (Hrly)  | 10,000.00        | 100.00              | 10,000.00               | 10,000.00               | 0.00                   |
| Amend #11 Add CA Services (Hrly)  | 7,500.00         | 74.4039             | 5,580.29                | 4,929.89                | 650.40                 |
| Total Fee                         | 768,200.00       |                     | 766,280.29              | 765,629.89              | 650.40                 |
|                                   | <b>Total Fee</b> |                     |                         |                         | <b>650.40</b>          |
|                                   |                  |                     | <b>Total this Phase</b> |                         | <b>\$650.40</b>        |

|                              |                            |                                |             |                 |
|------------------------------|----------------------------|--------------------------------|-------------|-----------------|
| Phase                        | 99                         | Expenses                       |             |                 |
| Task                         | 990                        | Expenses                       |             |                 |
| <b>Reimbursable Expenses</b> |                            |                                |             |                 |
| Reimbursed Exp/Mileage       |                            |                                |             |                 |
| 2/14/2024                    | Wehr, Todd                 | Mileage                        | 4.56        |                 |
|                              | <b>Total Reimbursables</b> |                                | <b>4.56</b> | <b>4.56</b>     |
|                              |                            | <b>AMOUNT DUE THIS INVOICE</b> |             | <b>\$654.96</b> |

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.  
ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Project 4185992 City of Ankeny - Senior Community Center

## Billing Backup

Shive-Hattery, Inc.

Phase 74 C-Admin - Amend-11 Add Services

|                            |                   |           | Hours | Rate   | Total    |
|----------------------------|-------------------|-----------|-------|--------|----------|
| Grade 3 Professional Staff |                   |           |       |        |          |
| 000977                     | Harbaugh, Anthony | 2/14/2024 | 1.00  | 143.00 | 143.00   |
| Grade 6 Professional Staff |                   |           |       |        |          |
| 000566                     | Hinds, Ronald     | 1/24/2024 | .30   | 192.00 | 57.60    |
| 000566                     | Hinds, Ronald     | 2/14/2024 | .30   | 192.00 | 57.60    |
| Grade 8 Professional Staff |                   |           |       |        |          |
| 000347                     | Wehr, Todd        | 2/2/2024  | .20   | 228.00 | 45.60    |
| 000347                     | Wehr, Todd        | 2/8/2024  | .20   | 228.00 | 45.60    |
| 000347                     | Wehr, Todd        | 2/13/2024 | .20   | 228.00 | 45.60    |
| 000347                     | Wehr, Todd        | 2/14/2024 | .80   | 228.00 | 182.40   |
| Grade 6 Technician         |                   |           |       |        |          |
| 000588                     | Mathews, Lindsey  | 1/25/2024 | .50   | 146.00 | 73.00    |
| Totals                     |                   |           | 3.50  |        | 650.40   |
| Total Labor                |                   |           |       |        | 650.40   |
| Total this Phase           |                   |           |       |        | \$650.40 |

Phase 99 Expenses

Task 990 Expenses

### Reimbursable Expenses

Reimbursed Exp/Mileage

|                     |           |                                                                                    |      |      |
|---------------------|-----------|------------------------------------------------------------------------------------|------|------|
| EX 000000108151     | 2/14/2024 | Wehr, Todd / Mileage / Ankeny Senior Center final walk through / 6.80 miles @ 0.67 | 4.56 |      |
| Total Reimbursables |           |                                                                                    | 4.56 | 4.56 |

Total this Report \$654.96

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
City Manager

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Motion

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to approve Payment #11 in the amount of \$12,824.47 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

---

EXECUTIVE SUMMARY:  
This item represents progress payments for work associated with the design and bid phase of Fire Station No. 4.

---

FISCAL IMPACT: **Yes**  
Funding for this item is specifically included in the City Council approved 2024-2028 Capital Improvement Program.

---

CITY MANAGER'S RECOMMENDATIONS:  
Recommend approval of the Pay Application as presented.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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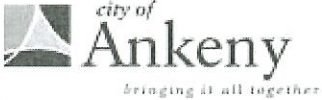
ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                 |
|  <a href="#">Pay Application</a> |

# APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



**Project Title:** Fire Station No. 4  
**Contractor:** Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.  
**Address:** 1466 28th Street, Suite 200, West Des Moines, IA 50266  
**Finance Budget Code:** 901.1901.4210 **Finance Project Code:** 901  
**Vendor Project or Invoice #:** 23019.00 / #0039304 **PO #**  
**Original Contract Date:** March 6, 2023 **Vendor #** 1859

**Date of Council Meeting** 18-Mar-24 **PAYMENT REQUEST #** 11  
**PAYMENT PERIOD:** From: 01/29/24 through: 03/03/24

## Contract Summary

|                                         |    |            |   |
|-----------------------------------------|----|------------|---|
| Original Contract Amount:               | \$ | 348,400.00 |   |
| Net change by Change Orders:            | \$ | 12,500.00  |   |
| Contract Amount to Date: (line 1 ± 2)   | \$ | 360,900.00 |   |
| Total completed and stored to date:     | \$ | 282,623.00 |   |
| Retainage: 0 % of Completed Work:       | \$ | -          |   |
| Total Earned less Retainage:            | \$ | 282,623.00 | ✓ |
| Less previous applications for payment: | \$ | 269,906.40 |   |
| SUBTOTAL                                | \$ | 12,716.60  | ✓ |

OTHER CHARGES (Please attach an itemized list) \$ 107.87 ✓

**CURRENT PAYMENT DUE** \$ 12,824.47 ✓

Balance to finish, including retainage: \$ 78,277.00

Contract Time Remaining (If applicable) -

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

## Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval: SVPA Architects

Firm Name

Signature Date 3/6/2024

City of Ankeny Staff Approval

Signature Date 3/6/2024

Submit to: Mike Schrock, Assistant City Manager

Email: mschrock@ankenyiowa.gov Phone: 515-965-6420 Fax:



www.svpa-architects.com  
Phone 515.327.5990

1466 28th Street, Suite 200  
West Des Moines, Iowa 50266

Mike Schrock  
City of Ankeny  
410 West First Street  
Ankeny, IA 50023-0944

March 6, 2024  
Project No: 23019.00  
Invoice No: 0039325

Project 23019.00 Ankeny Fire Station #4  
Beyond Fee: Snyder & Associates Survey Services \$4,600.

**Professional Services from January 29, 2024 to March 3, 2024**

Phase 03 Schematic Design  
**Fee**

| Billing Phase               | Fee        | Percent Complete        | Earned             |
|-----------------------------|------------|-------------------------|--------------------|
| Schematic Design            | 52,260.00  | 100.00                  | 52,260.00          |
| Design Development          | 69,680.00  | 100.00                  | 69,680.00          |
| Construction Documents      | 132,392.00 | 100.00                  | 132,392.00         |
| Bidding/Negotiation         | 6,968.00   | 100.00                  | 6,968.00           |
| Construction Administration | 87,100.00  | 13.00                   | 11,323.00          |
| Amendment #1                | 12,500.00  | 80.00                   | 10,000.00          |
| Total Fee                   | 360,900.00 |                         | 282,623.00         |
|                             |            | Previous Fee Billing    | 269,906.40         |
|                             |            | Current Fee Billing     | 12,716.60          |
|                             |            | <b>Total Fee</b>        | <b>12,716.60</b>   |
|                             |            | <b>Total this Phase</b> | <b>\$12,716.60</b> |

Phase 07 Construction Administration

**Reimbursable Expenses**

|                            |              |              |
|----------------------------|--------------|--------------|
| Mileage & Parking          | 82.41        |              |
| <b>Total Reimbursables</b> | <b>82.41</b> | <b>82.41</b> |

**Unit Billing**

|         |                           |                    |
|---------|---------------------------|--------------------|
| Mileage |                           | 25.46              |
|         | <b>Total this Phase</b>   | <b>\$107.87</b>    |
|         | <b>Total this Invoice</b> | <b>\$12,824.47</b> |

|         |          |                        |         |         |
|---------|----------|------------------------|---------|---------|
| Project | 23019.00 | Ankeny Fire Station #4 | Invoice | 0039325 |
|---------|----------|------------------------|---------|---------|

**Billings to Date**

|               | <b>Current</b>   | <b>Prior</b>      | <b>Total</b>      |
|---------------|------------------|-------------------|-------------------|
| Fee           | 12,716.60        | 269,906.40        | 282,623.00        |
| Consultant    | 0.00             | 4,600.00          | 4,600.00          |
| Expense       | 82.41            | 823.91            | 906.32            |
| Unit          | 25.46            | 237.12            | 262.58            |
| <b>Totals</b> | <b>12,824.47</b> | <b>275,567.43</b> | <b>288,391.90</b> |

Authorized By: Robert F. Ormsby

Robert Ormsby



m-vogl@svpa-architects.com

Invoice Total \$6,154.48

Robert Ormsby  
SVPA Architects, Inc.  
1466 28th Street, Suite 200  
West Des Moines, IA 50266

February 12, 2024  
Invoice No: 23002142.00 - 8  
Project #:  
PO #:  
Contract #:  
Work Order #:

Project 23002142.00 City of Ankeny, IA / Ankeny, IA / Ankeny Fire Station #4  
Fixed Fee \$122,500 Plus Expenses  
Professional Services from January 08, 2024 to February 11, 2024  
Fee

| Phase                          | Fee        | %      | Fee Earned | Previous Billing | Current Billing |
|--------------------------------|------------|--------|------------|------------------|-----------------|
| MEPT Schematic Design          | 14,025.00  | 100.00 | 14,025.00  | 14,025.00        | 0.00            |
| Structural Construction Admin. | 5,800.00   | 0.00   | 0.00       | 0.00             | 0.00            |
| Structural Schematic Design    | 4,350.00   | 100.00 | 4,350.00   | 4,350.00         | 0.00            |
| MEPT Design Development        | 18,700.00  | 100.00 | 18,700.00  | 18,700.00        | 0.00            |
| Structural Design Development  | 5,800.00   | 100.00 | 5,800.00   | 5,800.00         | 0.00            |
| MEPT Construction Docs         | 37,400.00  | 100.00 | 37,400.00  | 37,400.00        | 0.00            |
| Structural Construction Docs   | 11,600.00  | 100.00 | 11,600.00  | 11,600.00        | 0.00            |
| MEPT Bidding                   | 4,675.00   | 100.00 | 4,675.00   | 0.00             | 4,675.00        |
| Structural Bidding             | 1,450.00   | 100.00 | 1,450.00   | 0.00             | 1,450.00        |
| MEPT Construction Admin.       | 18,700.00  | 0.00   | 0.00       | 0.00             | 0.00            |
| Total Fee                      | 122,500.00 |        | 98,000.00  | 91,875.00        | 6,125.00        |
| Total Fee                      |            |        |            |                  | 6,125.00        |

**Reimbursable Expenses**

Travel (Mileage, Tolls, etc.)

**Total Reimbursables**

26.80  
1.1 times 26.80 29.48  
**Total this Invoice** \$6,154.48

Please direct any questions to [accountsreceivable@imegcorp.com](mailto:accountsreceivable@imegcorp.com). If you would like to pay your invoice by credit card, please click on the hyperlink below. Please note, this is available for US clients only. You may also find a 'Pay Now' button on our website at [imegcorp.com](http://imegcorp.com).

Click here to [Pay via credit card](#).

\*\* For payments by check, please reference invoice number on remittance stub and mail to:

IMEG  
623 26th Avenue  
Rock Island, IL 61201

**NOTICE TO U.S. CUSTOMERS PAYING WITH CREDIT CARD:**

Effective October 1, 2023, IMEG imposes a surcharge of 3% when paying with a credit card, which is not greater than our cost of acceptance. The adjustment will appear on your receipt. We do not surcharge debit cards. Any payments made with a debit card, check/cash, or ACH will not include a surcharge.

623 26th Avenue, Rock Island, IL 61201  
☎ 309.788.0673 ☎ fax: 309.788.5967 > [imegcorp.com](http://imegcorp.com)

# Expense Report

NAME:

Casey White

WEEK ENDING

0.67

| DATE      | TO     | JOB#  | PROJECT   | MILES | \$\$     |
|-----------|--------|-------|-----------|-------|----------|
| 2/13/2024 | Ankeny | 23019 | Ankeny #4 | 41    | \$ 27.47 |
|           |        |       |           |       | \$ -     |
|           |        |       |           |       | \$ -     |
|           |        |       |           |       | \$ -     |
|           |        |       |           |       |          |
|           |        |       |           |       |          |
|           |        |       |           |       |          |
|           |        |       |           |       |          |
|           |        |       |           |       |          |
|           |        |       |           |       |          |
| Total     |        |       |           | 41.0  | \$ 27.47 |

| OTHER |         |         |             |
|-------|---------|---------|-------------|
| DATE  | PROJECT | EXPENSE | EXPLANATION |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |
|       |         |         |             |

$$41 \text{ miles} @ .67 = \$ 27.47$$

Name: Bob Ormsby

Name: Bob Ormsby

Week Ending: February 22, 2024

[illegible]
$$38 \text{ miles @ } .67 = \$25.46$$

| DATE   | DRIVER                | PROJ. #                   | BEGIN READING | END READING | TOTAL MILES |
|--------|-----------------------|---------------------------|---------------|-------------|-------------|
|        |                       |                           | 18513         |             |             |
| 1/29   | DUNN/IR               | 23003                     | 18513         | 185910      | 83          |
| 1/30   | CCW                   | 23019                     | 18596         | 18634       | 38          |
| 1/31   | Bob / CCW             | 23012                     | 18634         | 18654       | 20          |
| 2/5/24 | Seal / V.H.           | 22026                     | 18654         | 18755       | 101         |
| 2/6/24 | Seal / V.H.           | 24009                     | 18755         | 19068       | 313         |
| 2/7/24 | THAD BFCSD            | BUS                       | 19068         | 19107       | 39          |
| 2/12   | Anna BONDURAN         | PRJMN                     | 19107         | 19116       | 9           |
| 2/13   | BOB BE 1-YR WALK      | B-F                       | 19116         | 19158       | 42          |
| 2/14   | THAD BONDURAN         | OH CHAMBER                | 19158         | 19212       | 54          |
| 2/14   | THAD / SAIRA          | 24 WAHKE                  | 19212         | 19238       | 26          |
| 2/14   | THAD                  | OH                        | 19238         | 19251       | 13          |
| 2/15   | JON / SAM             | 23003                     | 19251         | 19335       | 84          |
| 2/20   | JON DMC               | <del>23003</del>          | 19335         | 19347       | 12          |
| 2/21   | JONAH                 | OH                        | 19347         | 19353       | 6           |
| 2/22   | JONAH                 | OH (ISN)                  | 19353         | 19437       | 84          |
| 2/23   | BOB                   | PRJMN                     | 19437         | 19455       | 18          |
| 2/23   | JONAH                 | OH                        | 19455         | 19466       | 11          |
| 2/25   | JONAH / SAIRA / CASEY | K-STATE                   | 19466         | 20080       | 614         |
| 2/27   | JON                   | <del>22023-24</del> 24009 | 20080         | 20317       | 237         |
| 2/28   | JON                   | 22023-24                  | 20317         | 20554       | 237         |

$$38 \text{ miles} @ .67 = \$ 25.46$$





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the March 18, 2024 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

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ATTACHMENTS:

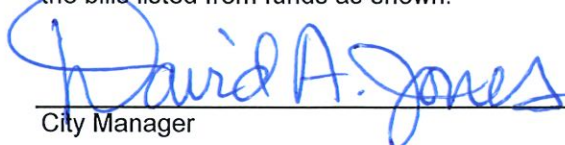
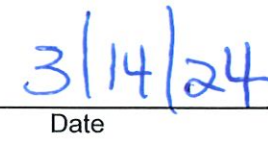
|                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                 |
|  <a href="#">AP Recap</a>        |
|  <a href="#">AP Check Report</a> |

**CITY OF ANKENY**  
**ACCOUNTS PAYABLE RECAP**  
**MARCH 18, 2024**

| <b>Fund</b> |                                     | <b>PAYMENTS</b>        |
|-------------|-------------------------------------|------------------------|
| 100         | General Fund                        | \$ 213,364.92          |
| 220         | Fire Gift Fund                      | -                      |
| 233         | Hotel Motel Tax Fund                | 240,141.34             |
| 240         | Parks Improvements                  | -                      |
| 250         | Police Gift Fund                    | -                      |
| 260         | Road Use Tax Fund                   | 50,216.50              |
| 270         | Seizure Fund                        | -                      |
| 280         | Tax Increment Financing Fund        | -                      |
| 284         | Economic Development Fund           | -                      |
| 290         | Police/Fire Pension Fund            | -                      |
| 300         | Debt Service Fund                   | -                      |
| 430         | Library Foundation Fund             | -                      |
| 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                          | 1,099,694.66           |
| 520         | Water Improvement Fund              | -                      |
| 530         | Water Sinking Fund                  | -                      |
| 550         | Sewer Fund                          | 51,049.38              |
| 560         | Sewer Improvement Fund              | -                      |
| 570         | Sewer Sinking Fund                  | -                      |
| 580         | Stormwater Fund                     | 6,298.78               |
| 590         | Golf Course Fund                    | 24,675.86              |
| 600-699     | Enterprise Project Funds            | 842,040.46             |
| 710         | Revolving Fund                      | 23,527.20              |
| 720         | Risk Management Fund                | 5,472.23               |
| 730         | Health Insurance Fund               | -                      |
| 770         | Sustainability Revolving Loan       | -                      |
| 780         | Economic Development Revolving      | -                      |
| 790         | Equipment Reserve Fund              | -                      |
| 800-880,890 | Special Assessments Funds           | -                      |
| 900         | BAN/Bond Activity Fund              | -                      |
| 882-998     | Capital Projects Funds              | 179,746.38             |
|             | Sub Total                           | \$ 2,736,227.71        |
|             | Payroll Totals                      | 1,353,236.72           |
|             | Service Transfers/ACH Drafts        | (203,231.55)           |
|             | Agenda Payments Approved Separately | (797,536.20)           |
|             | Grand Total                         | <u>\$ 3,088,696.68</u> |

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

   
City Manager Date

VENDOR SET: 01 City of Ankeny  
BANK: \* ALL BANKS  
DATE RANGE: 3/07/2024 THRU 3/20/2024

|             |             |        |   | CHECK     | INVOICE |          | CHECK  | CHECK  | CHECK      |
|-------------|-------------|--------|---|-----------|---------|----------|--------|--------|------------|
| VENDOR I.D. | NAME        | STATUS |   | DATE      | AMOUNT  | DISCOUNT | NO     | STATUS | AMOUNT     |
| 011972      | TANKSCO INC |        |   |           |         |          |        |        |            |
| M-CHECK     | TANKSCO INC | UNPOST | V | 3/13/2024 |         |          | 246824 |        | 7,980.00CR |
| C-CHECK     | VOID CHECK  |        | V | 3/18/2024 |         |          | 246926 |        |            |

|                     |  |               |                |            |           |              |
|---------------------|--|---------------|----------------|------------|-----------|--------------|
| * * 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  | 7,980.00CR     | 7,980.00CR | 0.00      |              |

TOTAL ERRORS: 0

|                |               |    |                |  |           |              |
|----------------|---------------|----|----------------|--|-----------|--------------|
|                |               | NO | INVOICE AMOUNT |  | DISCOUNTS | CHECK AMOUNT |
| VENDOR SET: 01 | BANK: TOTALS: | 2  | 7,980.00CR     |  | 0.00      | 0.00         |
| BANK:          | TOTALS:       | 2  | 7,980.00CR     |  | 0.00      | 0.00         |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.       | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 001844            | A TECH INC-TCI                 |        |               |                   |          |             |                 |                 |
| I-613945          | SERVICE CALL - CH              | E      | 3/20/2024     | 100.00            |          | 008904      |                 | 100.00          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 100.00          |
| 008578            | ACCESS TECHNOLOGIES INC        |        |               |                   |          |             |                 |                 |
| I-INV1531123      | 1/31/24-2/29/24 STATEMENT      | R      | 3/18/2024     | 1,660.65          |          | 246862      |                 | 1,660.65        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,660.65        |
| 000164            | G & S HARDWARE INC             |        |               |                   |          |             |                 |                 |
| I-209720/2        | BLANK CVR/GAP - PRSC           | R      | 3/18/2024     | 17.98             |          | 246863      |                 |                 |
| I-209728/2        | SMALL ENGINE PARTS-PKS         | R      | 3/18/2024     | 95.97             |          | 246863      |                 |                 |
| I-209736/2        | NUTS/BOLTS - AC                | R      | 3/18/2024     | 47.43             |          | 246863      |                 | 161.38          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 161.38          |
| 000974            | ACME TOOLS                     |        |               |                   |          |             |                 |                 |
| I-12462661        | EQUIPMENT REPAIR - MU          | R      | 3/18/2024     | 74.39             |          | 246864      |                 |                 |
| I-12467941        | EQUIPMENT REPAIR - PW          | R      | 3/18/2024     | 174.29            |          | 246864      |                 | 248.68          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 248.68          |
| 005541            | ACUSHNET COMPANY               |        |               |                   |          |             |                 |                 |
| I-917251280       | RANGE BALLS                    | R      | 3/18/2024     | 4,000.00          |          | 246865      |                 |                 |
| I-917287796       | MERCH FOR RESALE-OC            | R      | 3/18/2024     | 3,978.14          |          | 246865      |                 |                 |
| I-917321307       | MERCH FOR RESALE-OC            | R      | 3/18/2024     | 295.96            |          | 246865      |                 |                 |
| I-917350129       | MERCH FOR RESALE-OC            | R      | 3/18/2024     | 216.77            |          | 246865      |                 |                 |
| I-917350141       | MERCH FOR RESALE-OC            | R      | 3/18/2024     | 253.25            |          | 246865      |                 | 8,744.12        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 8,744.12        |
| 000983            | ADVENTURE LIGHTING, INC        |        |               |                   |          |             |                 |                 |
| I-117934          | STREET LIGHTING - TRFC         | E      | 3/20/2024     | 77.09             |          | 008901      |                 | 77.09           |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 77.09           |
| 000026            | AHLERS & COONEY PC             |        |               |                   |          |             |                 |                 |
| I-862053          | 2/15/24 SVCS GENERAL FILE      | E      | 3/20/2024     | 270.00            |          | 008891      |                 |                 |
| I-862055          | 2/15/24 SVCS 2024 PCC RECON    | E      | 3/20/2024     | 1,900.00          |          | 008891      |                 |                 |
| I-862056          | SVCS 2/15/24 SW ORLBR SW EDGWD | E      | 3/20/2024     | 1,900.00          |          | 008891      |                 | 4,070.00        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,070.00        |
| 012044            | SUSAN ALBAUGH                  |        |               |                   |          |             |                 |                 |
| I-03/18/2024TEMPE | SMT 3/18/24 TEMP EASEMENT      | R      | 3/18/2024     | 11,962.00         |          | 246866      |                 | 11,962.00       |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 11,962.00       |
| 009981            | ALL CITY MANAGEMENT SERVICES,  |        |               |                   |          |             |                 |                 |
| I-91574           | 2/11-2/24/24 CROSSING GUARDS   | E      | 3/20/2024     | 6,407.10          |          | 008938      |                 | 6,407.10        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 6,407.10        |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.         | NAME                        | STATUS | CHECK                 | INVOICE | DISCOUNT | CHECK    | CHECK  | CHECK  |
|---------------------|-----------------------------|--------|-----------------------|---------|----------|----------|--------|--------|
|                     |                             |        | DATE                  | AMOUNT  |          | NO       | STATUS | AMOUNT |
| 006577              | ALL CLEAN OF IOWA INC       |        |                       |         |          |          |        |        |
| I-31923             | HOOD CLEANINGS-OC           | R      | 3/18/2024             | 555.00  |          | 246867   |        | 555.00 |
|                     |                             |        | *** VENDOR TOTALS *** |         |          | 1 CHECKS |        | 555.00 |
| 000875              | ALL STAR PRO GOLF INC       |        |                       |         |          |          |        |        |
| I-INV36379          | MERCH FOR RESALE - OC       | R      | 3/18/2024             | 323.20  |          | 246868   |        | 323.20 |
|                     |                             |        | *** VENDOR TOTALS *** |         |          | 1 CHECKS |        | 323.20 |
| 011228              | MERRY E AMANN               |        |                       |         |          |          |        |        |
| I-02/01/24-03/21/24 | 2/1-3/21/24 TAI CHI         | E      | 3/20/2024             | 220.00  |          | 008954   |        | 220.00 |
|                     |                             |        | *** VENDOR TOTALS *** |         |          | 1 CHECKS |        | 220.00 |
| 009262              | AMAZON CAPITAL SERVICES INC |        |                       |         |          |          |        |        |
| C-19TC-YP3D-1WFG    | CR: MISC BOOKS - KL         | E      | 3/20/2024             | 17.99CR |          | 008934   |        |        |
| C-1QKP-G1FV-JPPG    | CR: SOCCER BALLS - P&R      | E      | 3/20/2024             | 80.00CR |          | 008934   |        |        |
| I-13QC-M7RG-FTDX    | TISSUE PAPER- KL            | E      | 3/20/2024             | 17.58   |          | 008934   |        |        |
| I-13TM-D9HR-74NP    | MOP/BUCKET-KL               | E      | 3/20/2024             | 77.79   |          | 008934   |        |        |
| I-13X7-7DFF-W9RR    | VACCUUM -KL                 | E      | 3/20/2024             | 154.50  |          | 008934   |        |        |
| I-16RH-MMYG-F9KW    | PROGRAM BOOK -KL            | E      | 3/20/2024             | 19.98   |          | 008934   |        |        |
| I-17YF-7QH7-MC6T    | MULTIMEDIA -KL              | E      | 3/20/2024             | 208.31  |          | 008934   |        |        |
| I-19D4-4JF9-3QQG    | KIDS SCIENCE KIT - KL       | E      | 3/20/2024             | 14.99   |          | 008934   |        |        |
| I-1C3Y-J7HF-FF76    | WALL SWITCHES - P&R         | E      | 3/20/2024             | 89.93   |          | 008934   |        |        |
| I-1C79-M9VR-WH7T    | MISC BOOKS - KL             | E      | 3/20/2024             | 174.75  |          | 008934   |        |        |
| I-1C9W-WT94-9DLL    | MULTIMEDIA -KL              | E      | 3/20/2024             | 62.05   |          | 008934   |        |        |
| I-1GTN-PDHP-JNGX    | CLAMP/BUNGEE/MISC -PRSC     | E      | 3/20/2024             | 376.68  |          | 008934   |        |        |
| I-1GWM-G7RW-3KFP    | GARMENT RACK/HANGERS-KL     | E      | 3/20/2024             | 101.41  |          | 008934   |        |        |
| I-1GWM-G7RW-77TT    | DODGEBALLS - P&R            | E      | 3/20/2024             | 122.54  |          | 008934   |        |        |
| I-1H9C-XR1V-F4HW    | ZIPPER BAGS-KL              | E      | 3/20/2024             | 58.95   |          | 008934   |        |        |
| I-1HVN-3C96-YGCL    | PAPER PLATES -KL            | E      | 3/20/2024             | 27.99   |          | 008934   |        |        |
| I-1J6D-PWHM-9H6C    | MISC BOOKS - KL             | E      | 3/20/2024             | 196.46  |          | 008934   |        |        |
| I-1JLV-XC77-K19K    | FRIDGE SHELF - FD           | E      | 3/20/2024             | 99.00   |          | 008934   |        |        |
| I-1K9H-JFXV-DL7C    | MISC MULTIMEDIA - KL        | E      | 3/20/2024             | 10.98   |          | 008934   |        |        |
| I-1K9H-JFXV-KH44    | MISC MULTIMEDIA -KL         | E      | 3/20/2024             | 91.51   |          | 008934   |        |        |
| I-1KH1-NDHX-67W6    | BULLETIN CUTOUTS -KL        | E      | 3/20/2024             | 10.99   |          | 008934   |        |        |
| I-1KT9-TMVV-LQFH    | LG EYE NDLS/TISSUE PAPER-KL | E      | 3/20/2024             | 29.30   |          | 008934   |        |        |
| I-1KWG-6NW6-QPRW    | MARIO BROS MOVIE-KL         | E      | 3/20/2024             | 14.39   |          | 008934   |        |        |
| I-1M67-CYQN-1MW4    | MEASURING SPOONS-KL         | E      | 3/20/2024             | 18.31   |          | 008934   |        |        |
| I-1MKX-KYWG-1LML    | HOTSPOT - IT                | E      | 3/20/2024             | 649.99  |          | 008934   |        |        |
| I-1MPX-4GQL-LNW3    | MULTIMEDIA - KL             | E      | 3/20/2024             | 239.47  |          | 008934   |        |        |
| I-1MRW-JJYM-3MKG    | SOCCER BALLS - P&R          | E      | 3/20/2024             | 231.03  |          | 008934   |        |        |
| I-1NDC-TX6R-3HC1    | BARCODE SCANNER KIDS #2-KL  | E      | 3/20/2024             | 29.89   |          | 008934   |        |        |
| I-1NRD-KFGN-4CP1    | MULTIMEDIA - KL             | E      | 3/20/2024             | 26.78   |          | 008934   |        |        |
| I-1PGV-RWT1-1DFR    | PROGRAM BOOKS-KL            | E      | 3/20/2024             | 36.00   |          | 008934   |        |        |
| I-1R3Q-V317-YCTQ    | MICROPHONE CLIP - COMM      | E      | 3/20/2024             | 18.98   |          | 008934   |        |        |
| I-1RCF-QLH4-JQQH    | MISC BOOKS-KL               | E      | 3/20/2024             | 340.09  |          | 008934   |        |        |
| I-1RGR-PQJG-LXDR    | HAND SAN/KLEENEX - P&R      | E      | 3/20/2024             | 122.15  |          | 008934   |        |        |
| I-1RTK-6MTX-91KD    | HOOKS/TISSUE PAPER/PLTS-KL  | E      | 3/20/2024             | 60.24   |          | 008934   |        |        |
| I-1T9X-PLDG-XL7C    | NITRILE GLOVES - MU         | E      | 3/20/2024             | 214.99  |          | 008934   |        |        |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.       | NAME                           | STATUS | CHECK                 | INVOICE  | DISCOUNT | CHECK    | CHECK  | CHECK    |
|-------------------|--------------------------------|--------|-----------------------|----------|----------|----------|--------|----------|
|                   |                                |        | DATE                  | AMOUNT   |          | NO       | STATUS | AMOUNT   |
| I-1TDC-CGCC-4JGG  | MISC BOOKS - KL                | E      | 3/20/2024             | 182.74   |          | 008934   |        |          |
| I-1VNQ-KJL3-11N9  | PROGRAM SNACKS - KL            | E      | 3/20/2024             | 119.52   |          | 008934   |        |          |
| I-1VTP-FRPY-FXLH  | BOOK TAPE-KL                   | E      | 3/20/2024             | 30.16    |          | 008934   |        | 4,182.43 |
|                   |                                |        | *** VENDOR TOTALS *** |          |          | 1 CHECKS |        | 4,182.43 |
| 000916            | AMERICAN PUBLIC WORKS ASSOCIAT |        |                       |          |          |          |        |          |
| I-545380          | APWA MEMBERSHIP                | R      | 3/18/2024             | 5,570.00 |          | 246869   |        | 5,570.00 |
|                   |                                |        | *** VENDOR TOTALS *** |          |          | 1 CHECKS |        | 5,570.00 |
| 001115            | AMERICAN WATER WORKS ASSOCIATI |        |                       |          |          |          |        |          |
| I-7002172686 FY24 | AWWA MEMBERSHIP-BUCKNER        | R      | 3/18/2024             | 275.00   |          | 246870   |        | 275.00   |
|                   |                                |        | *** VENDOR TOTALS *** |          |          | 1 CHECKS |        | 275.00   |
| 000043            | ANKENY COMMUNITY SCHOOLS       |        |                       |          |          |          |        |          |
| I-FY24 #9         | MARCH 2024 GYM USE PMT         | R      | 3/18/2024             | 5,700.00 |          | 246871   |        | 5,700.00 |
|                   |                                |        | *** VENDOR TOTALS *** |          |          | 1 CHECKS |        | 5,700.00 |
| 011996            | ANKENY HARDWARE STORE LLC      |        |                       |          |          |          |        |          |
| C-1114265         | CR: BRASS JBEND-OCM            | E      | 3/20/2024             | 21.99CR  |          | 008945   |        |          |
| I-1113317         | KEYS -PKS                      | E      | 3/20/2024             | 14.95    |          | 008945   |        |          |
| I-1113352         | GREASE FOR PUMPS-KL            | E      | 3/20/2024             | 16.47    |          | 008945   |        |          |
| I-1113508         | SMALL ENGINE PARTS - PKS       | E      | 3/20/2024             | 15.90    |          | 008945   |        |          |
| I-1113999         | BLK CORD PLUG-OCM              | E      | 3/20/2024             | 5.49     |          | 008945   |        |          |
| I-1114021         | SEC BITS - OCM                 | E      | 3/20/2024             | 8.98     |          | 008945   |        |          |
| I-1114031         | BRASS JBEND-OCM                | E      | 3/20/2024             | 21.99    |          | 008945   |        |          |
| I-1114160         | SMALL ENGINE PART-PKS          | E      | 3/20/2024             | 1.20     |          | 008945   |        |          |
| I-1114197         | TAPE/PIPES/HILLMAN-PRSC        | E      | 3/20/2024             | 38.43    |          | 008945   |        |          |
| I-1114198         | MARKERS/STUDS/OUTLET-PKS       | E      | 3/20/2024             | 65.47    |          | 008945   |        |          |
| I-1114263         | UNIT 812 GALV/MERCH COUP-OCM   | E      | 3/20/2024             | 18.28    |          | 008945   |        |          |
| I-1114267         | CHAIN - PKS MNT                | E      | 3/20/2024             | 15.99    |          | 008945   |        |          |
| I-1114770         | ARBOR/BOX/SAW-IT               | E      | 3/20/2024             | 42.97    |          | 008945   |        | 244.13   |
|                   |                                |        | *** VENDOR TOTALS *** |          |          | 1 CHECKS |        | 244.13   |
| 004201            | TSJM TOWING SERVICE LLC        |        |                       |          |          |          |        |          |
| I-24-59539        | TOW/HOOK FEE - PD              | R      | 3/18/2024             | 126.00   |          | 246872   |        | 126.00   |
|                   |                                |        | *** VENDOR TOTALS *** |          |          | 1 CHECKS |        | 126.00   |
| 000057            | ARNOLD MOTOR SUPPLY            |        |                       |          |          |          |        |          |
| C-15CR014506      | CR: UNIT #225 PARTS            | R      | 3/18/2024             | 72.00CR  |          | 246873   |        |          |
| C-15CR014532      | CR: UNIT #724 PARTS            | R      | 3/18/2024             | 24.00CR  |          | 246873   |        |          |
| I-15NV173286      | UNIT #118 PARTS                | R      | 3/18/2024             | 161.97   |          | 246873   |        |          |
| I-15NV173744      | LQD FIRE- OCM                  | R      | 3/18/2024             | 5.43     |          | 246873   |        |          |
| I-15NV173767      | UNIT #225 PARTS                | R      | 3/18/2024             | 37.56    |          | 246873   |        |          |
| I-15NV173770      | UNIT #225 PARTS                | R      | 3/18/2024             | 11.64    |          | 246873   |        |          |
| I-15NV173822      | SHOP PARTS - CG                | R      | 3/18/2024             | 150.24   |          | 246873   |        |          |
| I-15NV173852      | UNIT #225 PARTS                | R      | 3/18/2024             | 321.00   |          | 246873   |        |          |
| I-15NV174013      | PARTS - OCM                    | R      | 3/18/2024             | 9.26     |          | 246873   |        |          |
| I-15NV174053      | UNIT #724 PARTS                | R      | 3/18/2024             | 209.14   |          | 246873   |        |          |

VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.   | NAME                           | STATUS | CHECK     | INVOICE   | DISCOUNT | CHECK    | CHECK  | CHECK     |
|---------------|--------------------------------|--------|-----------|-----------|----------|----------|--------|-----------|
|               |                                |        | DATE      | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| I-15NV174129  | BKL TIE/TEE WRAP - PRSC        | R      | 3/18/2024 | 139.96    |          | 246873   |        |           |
| I-15NV174131  | UNIT #117 PARTS                | R      | 3/18/2024 | 149.19    |          | 246873   |        |           |
| I-15NV174312  | SHOP PARTS - CG                | R      | 3/18/2024 | 592.53    |          | 246873   |        |           |
| I-15NV174346  | UNIT 812-SPK PLG/SAN/GAL OCM   | R      | 3/18/2024 | 32.80     |          | 246873   |        |           |
| I-15NV174430  | TEE WRAP - PRSC                | R      | 3/18/2024 | 431.88    |          | 246873   |        | 2,156.60  |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 2,156.60  |
| 002625        | PHILIP L ASCHEMAN PHD          |        |           |           |          |          |        |           |
| I-3/04/2024   | MMPI/PSYCH EVALS - PD          | R      | 3/18/2024 | 1,575.00  |          | 246874   |        | 1,575.00  |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 1,575.00  |
| 012007        | THE MANITOWOC COMPANY INC      |        |           |           |          |          |        |           |
| I-SWO028199-1 | VERSALIFT REPAIR               | E      | 3/20/2024 | 1,450.15  |          | 008948   |        | 1,450.15  |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 1,450.15  |
| 002549        | ATLANTIC BOTTLING COMPANY      |        |           |           |          |          |        |           |
| I-4411089     | BEVERAGES FOR RESALE -OC       | R      | 3/18/2024 | 640.10    |          | 246875   |        | 640.10    |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 640.10    |
| 008024        | AUREON COMMUNICATIONS LLC      |        |           |           |          |          |        |           |
| I-03/2024     | 03/01/24-03/31/24 STATEMENT    | E      | 3/20/2024 | 1,832.69  |          | 008928   |        | 1,832.69  |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 1,832.69  |
| 005865        | TASER INTERNATIONAL INC        |        |           |           |          |          |        |           |
| I-INUS232110  | AXON FLEET 2024 INVOICE        | R      | 3/18/2024 | 55,200.02 |          | 246876   |        | 55,200.02 |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 55,200.02 |
| 000067        | BAKER & TAYLOR INC             |        |           |           |          |          |        |           |
| I-2038125348  | MISC BOOKS - KL                | E      | 3/20/2024 | 2,134.41  |          | 008892   |        |           |
| I-2038135006  | MISC BOOKS -KL                 | E      | 3/20/2024 | 517.72    |          | 008892   |        |           |
| I-2038139237  | MISC BOOKS -KL                 | E      | 3/20/2024 | 1,824.28  |          | 008892   |        |           |
| I-2038143766  | MISC BOOKS-KL                  | E      | 3/20/2024 | 343.97    |          | 008892   |        |           |
| I-2038149557  | MISC BOOKS-KL                  | E      | 3/20/2024 | 282.83    |          | 008892   |        | 5,103.21  |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 5,103.21  |
| 005950        | BLACKSTONE AUDIO INC           |        |           |           |          |          |        |           |
| I-2142092     | MULTIMEDIA/SHELF SVCS-KL       | R      | 3/18/2024 | 197.71    |          | 246877   |        | 197.71    |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 197.71    |
| 009283        | BOLTON & MENK, INC             |        |           |           |          |          |        |           |
| I-0330990 #6  | PAY 6-SE CORP WOODS/CRSWNDTRFC | R      | 3/18/2024 | 2,244.00  |          | 246878   |        | 2,244.00  |
|               | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 2,244.00  |



VENDOR SET: 01 City of Ankeny  
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| VENDOR I.D.         | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|---------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 005174              | BOUND TREE MEDICAL LLC         |        |               |                   |          |             |                 |                 |
| I-85256269          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 10.74             |          | 246879      |                 |                 |
| I-85257685          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 21.58             |          | 246879      |                 |                 |
| I-85259022          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 357.96            |          | 246879      |                 |                 |
| I-85260187          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 18.84             |          | 246879      |                 |                 |
| I-85260188          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 46.90             |          | 246879      |                 |                 |
| I-85261803          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 140.80            |          | 246879      |                 |                 |
| I-85263436          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 357.96            |          | 246879      |                 |                 |
| I-85263437          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 357.96            |          | 246879      |                 |                 |
| I-85264752          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 1,848.79          |          | 246879      |                 |                 |
| I-85264753          | EMS SUPPLIES - FD              | R      | 3/18/2024     | 364.88            |          | 246879      |                 | 3,526.41        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,526.41        |
| 011616              | TANYA BOYLE                    |        |               |                   |          |             |                 |                 |
| I-02/2024 ACC CLASS | 02/24 BOOTCAMP/PERSONAL TRAIN  | E      | 3/20/2024     | 275.00            |          | 008957      |                 | 275.00          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 275.00          |
| 004591              | GREATER DSM COMMUNITY FOUNDATI |        |               |                   |          |             |                 |                 |
| I-FY24 #3           | FY24 #3 HOTEL/MOTEL CONTRIBTN  | R      | 3/18/2024     | 120,070.67        |          | 246880      |                 | 120,070.67      |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 120,070.67      |
| 000127              | BRICK GENTRY PC                |        |               |                   |          |             |                 |                 |
| I-417078            | 2/25/2024 STATEMENT 224.016    | R      | 3/18/2024     | 105.00            |          | 246881      |                 |                 |
| I-417079            | 02/25/2024 STATEMENT 224.008   | R      | 3/18/2024     | 585.00            |          | 246881      |                 |                 |
| I-417081            | 2/25/2024 STATEMENT 224.091    | R      | 3/18/2024     | 45.00             |          | 246881      |                 |                 |
| I-417082            | 2/25/2024 STATEMENT 224.001    | R      | 3/18/2024     | 3,195.00          |          | 246881      |                 |                 |
| I-417083            | 2/25/2024 STATEMENT 224.031    | R      | 3/18/2024     | 344.25            |          | 246881      |                 |                 |
| I-417084            | 02/25/2024 STATEMENT 224.010   | R      | 3/18/2024     | 375.00            |          | 246881      |                 |                 |
| I-417085            | 2/25/2024 STATEMENT 224.003    | R      | 3/18/2024     | 345.00            |          | 246881      |                 | 4,994.25        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,994.25        |
| 008738              | BULB GUY LIGHTING              |        |               |                   |          |             |                 |                 |
| I-21259             | BULBS- CH                      | E      | 3/20/2024     | 156.40            |          | 008931      |                 | 156.40          |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 156.40          |
| 011030              | CALLAWAY GOLF SALES CO         |        |               |                   |          |             |                 |                 |
| I-936430237         | MERCH FOR RESALE -OC           | R      | 3/18/2024     | 1,081.00          |          | 246882      |                 |                 |
| I-936531243         | MERCH FOR RESALE-OC            | R      | 3/18/2024     | 1,165.00          |          | 246882      |                 |                 |
| I-936653943         | MERCH FOR RESALE-OC            | R      | 3/18/2024     | 466.74            |          | 246882      |                 |                 |
| I-936653944         | MERCH FOR RESALE -OC           | R      | 3/18/2024     | 607.54            |          | 246882      |                 | 3,320.28        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,320.28        |
| 000385              | CAPITAL CITY EQUIPMENT CO      |        |               |                   |          |             |                 |                 |
| I-44057D            | UNIT #640 PARTS                | E      | 3/20/2024     | 74.33             |          | 008895      |                 |                 |
| I-44164D            | STUMP GRINDER SUPPLIES - PW    | E      | 3/20/2024     | 579.36            |          | 008895      |                 |                 |
| I-44322D            | STUMP GRINDER TEETH            | E      | 3/20/2024     | 1,110.11          |          | 008895      |                 | 1,763.80        |
|                     | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,763.80        |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.    | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000117         | CARMEN'S FLOWERS               |        |               |                   |          |             |                 |                 |
| I-016065       | GREEN PLANT - D. ADOVOR        | R      | 3/18/2024     | 60.00             |          | 246883      |                 | 60.00           |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 60.00           |
| 000453         | CARQUEST AUTO PARTS            |        |               |                   |          |             |                 |                 |
| I-2330-822828  | FIRE TRUCK PARTS               | R      | 3/18/2024     | 45.72             |          | 246884      |                 |                 |
| I-2330-822899  | FIRE TRUCK PARTS               | R      | 3/18/2024     | 74.96             |          | 246884      |                 |                 |
| I-2330-823128  | UNIT #401 PARTS                | R      | 3/18/2024     | 42.88             |          | 246884      |                 |                 |
| I-2330-823334  | FUEL FILTER - CG               | R      | 3/18/2024     | 5.24              |          | 246884      |                 |                 |
| I-2330-823443  | UNIT #244 PARTS                | R      | 3/18/2024     | 26.56             |          | 246884      |                 |                 |
| I-2330-824143  | UNIT #163 PARTS                | R      | 3/18/2024     | 25.72             |          | 246884      |                 | 221.08          |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 221.08          |
| 012046         | CB&I STORAGE TANK SOLUTIONS LL |        |               |                   |          |             |                 |                 |
| I-252422-01 #1 | PAY 1-IRVNDL ELEVTD STRG TNK   | E      | 3/20/2024     | 583,062.50        |          | 008951      |                 | 583,062.50      |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 583,062.50      |
| 004613         | CENTRAL IOWA DISTRIBUTING      |        |               |                   |          |             |                 |                 |
| I-01006689     | GLOVES/BAGS/CLNRS-PK MNT       | E      | 3/20/2024     | 1,976.00          |          | 008916      |                 | 1,976.00        |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,976.00        |
| 011576         | CINTAS CORPORATION             |        |               |                   |          |             |                 |                 |
| I-4184542600   | MAT/UNIFORM RENTALS-OCM        | R      | 3/18/2024     | 33.85             |          | 246885      |                 |                 |
| I-4184700130   | MAT RENTALS-ACC                | R      | 3/18/2024     | 67.90             |          | 246885      |                 |                 |
| I-4184700188   | MAT/UNIFORM RENTAL - PK MNT    | R      | 3/18/2024     | 116.58            |          | 246885      |                 |                 |
| I-4184700249   | MAT RENTALS-KL                 | R      | 3/18/2024     | 154.63            |          | 246885      |                 |                 |
| I-4185416499   | UNIFORM RENTALS-OCM            | R      | 3/18/2024     | 48.92             |          | 246885      |                 |                 |
| I-4185422168   | MAT RENTALS - ACC              | R      | 3/18/2024     | 67.90             |          | 246885      |                 |                 |
| I-4185422314   | MAT/UNIFORM RENTALS-PK MNT     | R      | 3/18/2024     | 116.58            |          | 246885      |                 |                 |
| I-4185712875   | BANQUET SUPPLY RENTALS-OC      | R      | 3/18/2024     | 329.51            |          | 246885      |                 |                 |
| I-4186137963   | UNIFORM /MAT RENTAL-OCM        | R      | 3/18/2024     | 77.14             |          | 246885      |                 | 1,013.01        |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,013.01        |
| 008258         | CIT CHARTERS INC               |        |               |                   |          |             |                 |                 |
| I-19801FINAL   | 4/10/24 BUS TRIP FINAL PMT     | R      | 3/18/2024     | 1,915.69          |          | 246886      |                 | 1,915.69        |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,915.69        |
| 002407         | CIVIL DESIGN ADVANTAGE LLC     |        |               |                   |          |             |                 |                 |
| I-43914 #11    | PAY 11-NW36TH ST/WEIGEL DR HMA | E      | 3/20/2024     | 4,705.70          |          | 008910      |                 | 4,705.70        |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,705.70        |
| 009277         | CONVERGE ONE INC               |        |               |                   |          |             |                 |                 |
| I-IE9118705    | CABLE - IT                     | E      | 3/20/2024     | 207.00            |          | 008935      |                 | 207.00          |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 207.00          |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.      | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 009110           | PAIRADOCS P C                 |        |               |                   |          |             |                 |                 |
| I-423717         | 02/2024 EXAM/VACS-CHARLIE     | R      | 3/18/2024     | 306.00            |          | 246887      |                 | 306.00          |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 306.00          |
| 001654           | CUMMINS, INC                  |        |               |                   |          |             |                 |                 |
| I-J4-44823       | GENERATOR PARTS - FS#3        | E      | 3/20/2024     | 346.56            |          | 008903      |                 |                 |
| I-J4-45125       | UNIT #120 PARTS               | E      | 3/20/2024     | 52.56             |          | 008903      |                 |                 |
| I-J4-47115       | UNIT #120 PARTS               | E      | 3/20/2024     | 381.84            |          | 008903      |                 |                 |
| I-J4-49071       | #209 HEADER                   | E      | 3/20/2024     | 1,793.18          |          | 008903      |                 |                 |
| I-J4-51745       | GEN INPECT - PSB              | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-51746       | GEN INPECT - WATER IRVINEDALE | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-51747       | GEN INSPECT - WATER OTTER CRK | E      | 3/20/2024     | 579.52            |          | 008903      |                 |                 |
| I-J4-51749       | GEN INSPECT - FS#3            | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-51876       | GEN INPECT - PD               | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-51877       | GEN INSPECT - WATER MAG RD    | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-51878       | GEN INSPECT - PW              | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-52049       | GEN INSPECT - FS#2            | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-52054       | GEN INSPECT-WATER DELAWARE    | E      | 3/20/2024     | 309.77            |          | 008903      |                 |                 |
| I-J4-52057       | GEN INSPECT - CH              | E      | 3/20/2024     | 307.63            |          | 008903      |                 |                 |
| I-J4-52061       | GEN INSPECT - FS#1            | E      | 3/20/2024     | 307.63            |          | 008903      |                 | 6,232.10        |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 6,232.10        |
| 000146           | CENTURY HOMES CO              |        |               |                   |          |             |                 |                 |
| I-75032IN        | HERBICIDE - PW                | R      | 3/18/2024     | 922.50            |          | 246888      |                 |                 |
| I-75112IN        | HERBICIDE - OCM               | R      | 3/18/2024     | 50.00             |          | 246888      |                 | 972.50          |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 972.50          |
| 011705           | DAKOTA SUPPLY GROUP           |        |               |                   |          |             |                 |                 |
| I-S103435792.001 | PLOW CURB GUARD-PKS           | R      | 3/18/2024     | 255.00            |          | 246889      |                 |                 |
| I-S103435792.002 | PLOW CURB GUARDS-PKS          | R      | 3/18/2024     | 255.00            |          | 246889      |                 | 510.00          |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 510.00          |
| 001003           | ED DANIELS                    |        |               |                   |          |             |                 |                 |
| I-115813         | FILTERS -PW                   | E      | 3/20/2024     | 8.66              |          | 008902      |                 |                 |
| I-115906         | FILTERS - FS3                 | E      | 3/20/2024     | 71.36             |          | 008902      |                 |                 |
| I-115907         | FILTERS -FS2                  | E      | 3/20/2024     | 66.92             |          | 008902      |                 |                 |
| I-115908         | FILTERS -CH                   | E      | 3/20/2024     | 180.46            |          | 008902      |                 | 327.40          |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 327.40          |
| 000758           | DES MOINES IRON & SUPPLY CO   |        |               |                   |          |             |                 |                 |
| I-1904682816     | STREET SUPPLIES - PW          | R      | 3/18/2024     | 11.00             |          | 246890      |                 | 11.00           |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 11.00           |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.          | NAME                           | STATUS    | CHECK     |   | INVOICE               |            | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|-----------|-----------|---|-----------------------|------------|-------------|-----------------|-----------------|
|                      |                                |           | DATE      |   | AMOUNT                | DISCOUNT   |             |                 |                 |
| 000160               | DES MOINES WATER WORKS         |           |           |   |                       |            |             |                 |                 |
| I-000186             | 2/28/24                        | 2/28/2024 | STATEMENT | R | 3/18/2024             | 1,050.00   | 246891      |                 |                 |
| I-005039             | 2/27/24                        | 2/27/2024 | STATEMENT | R | 3/18/2024             | 196,710.87 | 246891      |                 |                 |
| I-005040             | 2/27/24                        | 2/27/2024 | STATEMENT | R | 3/18/2024             | 181,150.66 | 246891      |                 |                 |
| I-084542             | 2/27/24                        | 2/27/2024 | STATEMENT | R | 3/18/2024             | 79.16      | 246891      |                 |                 |
| I-084793             | 2/27/24                        | 2/27/2024 | STATEMENT | R | 3/18/2024             | 158,923.78 | 246891      |                 |                 |
| I-099890             | 2/27/24                        | 2/27/2024 | STATEMENT | R | 3/18/2024             | 186,121.30 | 246891      |                 |                 |
| I-101656             | 2/27/24                        | 2/27/2024 | STATEMENT | R | 3/18/2024             | 157,490.99 | 246891      |                 | 881,526.76      |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 881,526.76      |
| 001327               | GL ANKENY LLC                  |           |           |   |                       |            |             |                 |                 |
| I-DOCS297325         | UNIT #619 STEERING REPAIRS     | R         | 3/18/2024 |   | 2,046.68              |            | 246892      |                 | 2,046.68        |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 2,046.68        |
| 007438               | E & B FIRE AND SAFETY INC      |           |           |   |                       |            |             |                 |                 |
| I-49495              | PPE                            | R         | 3/18/2024 |   | 24,500.00             |            | 246893      |                 | 24,500.00       |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 24,500.00       |
| 003567               | DITCH WITCH OF MINNESOTA       |           |           |   |                       |            |             |                 |                 |
| I-S32582             | LOCATOR TRANSMIT REPAIR-TRFC   | R         | 3/18/2024 |   | 658.00                |            | 246894      |                 | 658.00          |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 658.00          |
| 009477               | DIXON ENGINEERING INC          |           |           |   |                       |            |             |                 |                 |
| I-24-0165 #5         | PAY 5-DEL GRND STRG RES REHBLT | R         | 3/18/2024 |   | 1,375.00              |            | 246895      |                 |                 |
| I-24-0220 #2         | PAY 2-MAG GRND STRG RES RHBLTN | R         | 3/18/2024 |   | 1,000.00              |            | 246895      |                 | 2,375.00        |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 2,375.00        |
| 000299               | DRA PROPERTIES LC              |           |           |   |                       |            |             |                 |                 |
| I-03/18/2024TEMPESMT | 3/18/24 TEMP ESMT-PARCEL 3     | R         | 3/18/2024 |   | 6,057.00              |            | 246896      |                 |                 |
| I-03/18/24TEMPESMT   | 3/18/24 TEMP ESMT-TEMP CONST   | R         | 3/18/2024 |   | 7,433.00              |            | 246896      |                 |                 |
| I-03/18/24TEMPESMT5  | 3/18/24TEMP ESMT-PARCEL 5      | R         | 3/18/2024 |   | 11,959.00             |            | 246896      |                 | 25,449.00       |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 25,449.00       |
| 009248               | KOLBY DREES                    |           |           |   |                       |            |             |                 |                 |
| I-2/28/2024          | 2/07/2024 MILEAGE              | E         | 3/20/2024 |   | 4.82                  |            | 008952      |                 | 4.82            |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 4.82            |
| 002367               | DUKE'S ROOT CONTROL INC        |           |           |   |                       |            |             |                 |                 |
| I-22074 A            | SUMP PUMP INSPECTIONS          | R         | 3/18/2024 |   | 20,600.00             |            | 246897      |                 |                 |
| I-22074 B            | SUMP PUMP INSPECTIONS          | R         | 3/18/2024 |   | 600.00                |            | 246897      |                 | 21,200.00       |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 21,200.00       |
| 004995               | ECHO GROUP INC                 |           |           |   |                       |            |             |                 |                 |
| I-S010488542.001     | SIGNAL SUPPLIES - TRFC         | E         | 3/20/2024 |   | 328.22                |            | 008920      |                 |                 |
| I-S010496183.001     | SIGNAL SUPPLIES - TRFC         | E         | 3/20/2024 |   | 800.04                |            | 008920      |                 | 1,128.26        |
|                      |                                |           |           |   | *** VENDOR TOTALS *** |            | 1 CHECKS    |                 | 1,128.26        |

VENDOR SET: 01 City of Ankeny  
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DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.    | NAME                           | STATUS | CHECK                 | INVOICE   | DISCOUNT | CHECK    | CHECK  | CHECK     |
|----------------|--------------------------------|--------|-----------------------|-----------|----------|----------|--------|-----------|
|                |                                |        | DATE                  | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| 000628         | EIDE BAILLY LLP                |        |                       |           |          |          |        |           |
| I-EI01635224   | HOTLINE-ANNUAL FEE             | E      | 3/20/2024             | 250.00    |          | 008899   |        | 250.00    |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 250.00    |
| 008036         | ENVISIONWARE INC               |        |                       |           |          |          |        |           |
| I-INV-US-70004 | FY24 RENEWAL - KL              | E      | 3/20/2024             | 4,402.50  |          | 008929   |        | 4,402.50  |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 4,402.50  |
| 003468         | FAIR-PLAY SCOREBOARDS          |        |                       |           |          |          |        |           |
| I-1606152      | LITTLE LEAGUE SCOREBOARDS      | R      | 3/18/2024             | 17,980.00 |          | 246898   |        | 17,980.00 |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 17,980.00 |
| 002285         | FASTENAL COMPANY               |        |                       |           |          |          |        |           |
| I-IADES439714  | SIGNAL SUPPLIES - TRFC         | E      | 3/20/2024             | 423.21    |          | 008908   |        |           |
| I-IADES439783  | SIGNAL SUPPLIES - TRFC         | E      | 3/20/2024             | 525.00    |          | 008908   |        |           |
| I-IADES439784  | SIGNAL SUPPLIES - TRFC         | E      | 3/20/2024             | 137.90    |          | 008908   |        |           |
| I-IADES440183  | UNIT #663 PARTS                | E      | 3/20/2024             | 47.60     |          | 008908   |        |           |
| I-IADES440202  | SIGNAL SUPPLIES - TRFC         | E      | 3/20/2024             | 189.96    |          | 008908   |        | 1,323.67  |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 1,323.67  |
| 005631         | FBI-LEEDA                      |        |                       |           |          |          |        |           |
| I-200101765    | SLI - DSM - TOWNSEND           | R      | 3/18/2024             | 795.00    |          | 246899   |        | 795.00    |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 795.00    |
| 000101         | ED M FELD EQUIPMENT CO INC     |        |                       |           |          |          |        |           |
| I-0435123-IN   | UNIT #121 PARTS                | R      | 3/18/2024             | 416.27    |          | 246900   |        | 416.27    |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 416.27    |
| 006858         | FERGUSON ENTERPRISES INC #1657 |        |                       |           |          |          |        |           |
| I-0482339      | RF UNITS                       | R      | 3/18/2024             | 57,200.00 |          | 246901   |        | 57,200.00 |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 57,200.00 |
| 000715         | FERRELLGAS LP                  |        |                       |           |          |          |        |           |
| I-1126062793   | STREET SUPPLIES - PW           | R      | 3/18/2024             | 65.80     |          | 246902   |        | 65.80     |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 65.80     |
| 011234         | FIRE SERVICE TRAINING BUREAU   |        |                       |           |          |          |        |           |
| I-241504       | FO1 - CAMERON BROSE            | R      | 3/18/2024             | 50.00     |          | 246903   |        | 50.00     |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 50.00     |
| 007648         | DAIOHS USA INC                 |        |                       |           |          |          |        |           |
| I-014522       | COFFEE SERVICES - PW           | E      | 3/20/2024             | 99.57     |          | 008927   |        |           |
| I-016511       | COFFEE SERVICES - CH           | E      | 3/20/2024             | 102.57    |          | 008927   |        | 202.14    |
|                |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 202.14    |

VENDOR SET: 01 City of Ankeny  
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DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.  | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|--------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 002411       | JOE FOGG                       |        |               |                   |          |             |                 |                 |
| I-2/14/2024  | HI VIS SAFETY JACKET RMBSMNT   | R      | 3/18/2024     | 99.49             |          | 246904      |                 | 99.49           |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 99.49           |
| 002078       | FOTH & VAN DYKE LLC            |        |               |                   |          |             |                 |                 |
| I-88541 #37  | PAY 37-W 1ST ST WDNG/IMP PH1   | E      | 3/20/2024     | 2,510.00          |          | 008906      |                 | 2,510.00        |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,510.00        |
| 011562       | KELVIN FOUST                   |        |               |                   |          |             |                 |                 |
| I-3/11/2024  | BOOT REIMBURSEMENT             | E      | 3/20/2024     | 140.00            |          | 008955      |                 | 140.00          |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 140.00          |
| 000211       | GALE                           |        |               |                   |          |             |                 |                 |
| I-83931420   | FEB AFRICAN AMCN 2 PLAN-KL     | E      | 3/20/2024     | 50.23             |          | 008893      |                 |                 |
| I-83931506   | FEB AMISH FICTION 3 PLAN-KL    | E      | 3/20/2024     | 72.72             |          | 008893      |                 |                 |
| I-83931531   | FEB THRILLER ADVNTR 3 PLAN     | E      | 3/20/2024     | 80.22             |          | 008893      |                 |                 |
| I-83931770   | FEB CLEAN READS 3 PLAN-KL      | E      | 3/20/2024     | 72.72             |          | 008893      |                 |                 |
| I-83931886   | FEB SFTCVR ROMANCE FCTN 3      | E      | 3/20/2024     | 61.47             |          | 008893      |                 |                 |
| I-83932011   | FEB HISTORY FACT FCTN 2 PLAN   | E      | 3/20/2024     | 53.23             |          | 008893      |                 |                 |
| I-83940386   | FEB WESTERN 2 PLAN - KL        | E      | 3/20/2024     | 48.73             |          | 008893      |                 |                 |
| I-83962856   | FEB LG PRINT DIST 5 PLAN       | E      | 3/20/2024     | 61.49             |          | 008893      |                 |                 |
| I-84002977   | MARCH TOP SHELF 8 PLAN-KL      | E      | 3/20/2024     | 187.43            |          | 008893      |                 |                 |
| I-84003229   | MARCH HIGH OCTANE 8 PLAN-KL    | E      | 3/20/2024     | 161.19            |          | 008893      |                 |                 |
| I-84009853   | MARCH DYNAMIC DRAMA 5 PLAN     | E      | 3/20/2024     | 145.45            |          | 008893      |                 | 994.88          |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 994.88          |
| 011998       | GALLS PARENT HOLDINGS, LLC     |        |               |                   |          |             |                 |                 |
| I-026976228  | UNIFORMS - PD                  | E      | 3/20/2024     | 25.99             |          | 008946      |                 |                 |
| I-027008756  | UNIFORMS - PD                  | E      | 3/20/2024     | 27.95             |          | 008946      |                 |                 |
| I-027008766  | UNIFORMS - FD                  | E      | 3/20/2024     | 74.30             |          | 008946      |                 |                 |
| I-027061068  | UNIFORMS - FD                  | E      | 3/20/2024     | 209.04            |          | 008946      |                 | 337.28          |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 337.28          |
| 002304       | GOLDEN CIRCLE MUNICIPAL OFFICE |        |               |                   |          |             |                 |                 |
| I-FY25 YUSKA | GCMOA FY25 DUES-YUSKA          | R      | 3/18/2024     | 50.00             |          | 246905      |                 | 50.00           |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 50.00           |
| 009054       | GPS INDUSTRIES LLC             |        |               |                   |          |             |                 |                 |
| I-CON117918  | 01/2024 CNCT CNTRL/TRKNG/VISAG | R      | 3/18/2024     | 2,189.00          |          | 246906      |                 |                 |
| I-CON119107  | 03/2024 CNCT CNTRL/TRKNG/VSAGE | R      | 3/18/2024     | 2,189.00          |          | 246906      |                 | 4,378.00        |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,378.00        |
| 000227       | GRAINGER                       |        |               |                   |          |             |                 |                 |
| I-9030995089 | NOZZLE ORING-PD                | E      | 3/20/2024     | 6.00              |          | 008894      |                 |                 |
| I-9032454275 | RAIN DRIP GUARD-PRSC           | E      | 3/20/2024     | 85.22             |          | 008894      |                 |                 |
| I-9033245482 | GASKET-FD                      | E      | 3/20/2024     | 14.87             |          | 008894      |                 |                 |
| I-9036383975 | CORNER GUARD - KL              | E      | 3/20/2024     | 26.38             |          | 008894      |                 | 132.47          |
|              | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 132.47          |

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| VENDOR I.D.    | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 004543         | GREATER DES MOINES CONVENTION |        |               |                   |          |             |                 |                 |
| I-FY24 #3      | FY24 #3 HOTEL/MOTEL CONTRIBTN | E      | 3/20/2024     | 120,070.67        |          | 008915      |                 | 120,070.67      |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 120,070.67      |
| 000574         | HACH COMPANY                  |        |               |                   |          |             |                 |                 |
| I-13936523     | WELL SUPPLIES - MU            | R      | 3/18/2024     | 25.53             |          | 246907      |                 | 25.53           |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 25.53           |
| 009448         | HANDS TO HEARTS CUSTOM SEWING |        |               |                   |          |             |                 |                 |
| I-26           | PANT HEMMING - FD             | E      | 3/20/2024     | 20.00             |          | 008937      |                 | 20.00           |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 20.00           |
| 012042         | HAPPY FACES ENTERTAINMENT LLC |        |               |                   |          |             |                 |                 |
| I-4853         | DEPOSIT 6/27/24 PROGRAMS-KL   | R      | 3/18/2024     | 300.00            |          | 246908      |                 | 300.00          |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 300.00          |
| 004853         | HOLT TIRE SERVICE INC         |        |               |                   |          |             |                 |                 |
| I-223102       | UNIT #690 PARTS               | E      | 3/20/2024     | 233.98            |          | 008918      |                 | 233.98          |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 233.98          |
| 003098         | HOTSY CLEANING SYSTEMS IN     |        |               |                   |          |             |                 |                 |
| I-0220067-IN   | BUILDING SERVICES - PD        | E      | 3/20/2024     | 966.14            |          | 008912      |                 |                 |
| I-0220172-IN   | FLEETWASH - PD                | E      | 3/20/2024     | 575.00            |          | 008912      |                 | 1,541.14        |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,541.14        |
| 005531         | HR GREEN INC                  |        |               |                   |          |             |                 |                 |
| I-172500 #10   | PAY #10-NWIRVNDLE/18TH INTSCN | E      | 3/20/2024     | 4,643.50          |          | 008923      |                 | 4,643.50        |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 4,643.50        |
| 009027         | HUMANA HEALTH CARE PLANS      |        |               |                   |          |             |                 |                 |
| I-AFD32935     | PATIENT REFUND - FD           | R      | 3/18/2024     | 310.16            |          | 246909      |                 | 310.16          |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 310.16          |
| 010037         | I & S GROUP, INC              |        |               |                   |          |             |                 |                 |
| I-102350 #10   | PAY 10-HIGH TRESTLE PARK PH1  | R      | 3/18/2024     | 7,538.75          |          | 246910      |                 | 7,538.75        |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 7,538.75        |
| 008906         | IMAGE TREND INC               |        |               |                   |          |             |                 |                 |
| I-PS-INV106665 | FEBRUARY 2024 BILLING BRIDGE  | E      | 3/20/2024     | 1,282.90          |          | 008932      |                 | 1,282.90        |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,282.90        |
| 009565         | INFOSEND INCORPORATED         |        |               |                   |          |             |                 |                 |
| I-257459       | 02/2024 MAIL SERVICES         | R      | 3/18/2024     | 10,351.39         |          | 246911      |                 |                 |
| I-258372       | INVOICE CLOUD PROGRAMMING     | R      | 3/18/2024     | 250.00            |          | 246911      |                 | 10,601.39       |
|                | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 10,601.39       |

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|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 005403               | IOWA COMMUNITIES ASSURANCE POO |        |               |                   |          |             |                 |                 |
| I-126712             | ADD MIDWAY PARK RESTROOM       | R      | 3/18/2024     | 79.00             |          | 246912      |                 | 79.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 79.00           |
| 001120               | IOWA DEPARTMENT OF COMMER      |        |               |                   |          |             |                 |                 |
| I-FY24/25 LC0036836  | FY24/25 LIQUOR LICENSE RNWL-OC | D      | 3/07/2024     | 1,625.00          |          | 002444      |                 | 1,625.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,625.00        |
| 007091               | IOWA LAW ENFORCEMENT ACADEMY   |        |               |                   |          |             |                 |                 |
| I-325818             | DEF TACTIC INSTR-B. KROSKA     | R      | 3/18/2024     | 150.00            |          | 246913      |                 | 150.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 150.00          |
| 000743               | IOWA MUNICIPAL FINANCE OFFICER |        |               |                   |          |             |                 |                 |
| I-FY24 DUES YUSKA    | FY24 IMFOA MEMBERSHIP-YUSKA    | R      | 3/18/2024     | 50.00             |          | 246914      |                 | 50.00           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 50.00           |
| 008611               | J & K CONTRACTING LLC          |        |               |                   |          |             |                 |                 |
| I-PAY 8-N 4M CRK TRN | PAY 8-N 4MILE CRK TRNK SWR     | R      | 3/18/2024     | 155,977.32        |          | 246915      |                 | 155,977.32      |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 155,977.32      |
| 012045               | JC SUPPLY                      |        |               |                   |          |             |                 |                 |
| I-1883               | DEGREASER - CG                 | R      | 3/18/2024     | 476.09            |          | 246916      |                 | 476.09          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 476.09          |
| 011579               | BRANDT JOHNSON                 |        |               |                   |          |             |                 |                 |
| I-2/23/2024          | 1/8/24-2/14/24 MILEAGE         | E      | 3/20/2024     | 21.84             |          | 008956      |                 | 21.84           |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 21.84           |
| 000292               | KARL CHEVROLET INC             |        |               |                   |          |             |                 |                 |
| I-284955 CVW         | UNIT #99 PARTS                 | R      | 3/18/2024     | 131.44            |          | 246917      |                 |                 |
| I-288087 CVW         | UNIT #620 PARTS                | R      | 3/18/2024     | 220.19            |          | 246917      |                 |                 |
| I-969201             | UNIT 79 REPAIRS                | R      | 3/18/2024     | 1,816.91          |          | 246917      |                 | 2,168.54        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,168.54        |
| 011489               | KWP, LLC                       |        |               |                   |          |             |                 |                 |
| I-18790              | LATH/WOOD STAKES - ENG         | E      | 3/20/2024     | 999.00            |          | 008941      |                 | 999.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 999.00          |
| 012000               | KEY COOPERATIVE                |        |               |                   |          |             |                 |                 |
| I-8133853            | 2/27 SUPER UNLEADED-PKS        | E      | 3/20/2024     | 306.52            |          | 008947      |                 |                 |
| I-8133854            | 2/27 DIESEL -PKS               | E      | 3/20/2024     | 341.60            |          | 008947      |                 |                 |
| I-8136562            | 2/29/24 SUP UNL/#1 #2 DSL      | E      | 3/20/2024     | 20,505.27         |          | 008947      |                 | 21,153.39       |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 21,153.39       |



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|--------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 009201             | KIESLER POLICE SUPPLY INC      |        |               |                   |          |             |                 |                 |
| I-IN233458         | FEDERAL 223 FMJ                | E      | 3/20/2024     | 4,718.00          |          | 008933      |                 |                 |
| I-IN234147         | SPEER 9MM G2                   | E      | 3/20/2024     | 16,275.00         |          | 008933      |                 | 20,993.00       |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 20,993.00       |
| 000581             | MIDWEST MOTOR SUPPLY CO INC    |        |               |                   |          |             |                 |                 |
| I-101961919        | SHOP SUPPLIES - CG             | E      | 3/20/2024     | 282.59            |          | 008898      |                 | 282.59          |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 282.59          |
| 011775             | JAMIE AARON KELLEY             |        |               |                   |          |             |                 |                 |
| I-03/12/2024 MARIO | 3/12/24 MEET MARIO -KL         | R      | 3/18/2024     | 53.80             |          | 246918      |                 | 53.80           |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 53.80           |
| 002306             | KNOX ASSOCIATES INC            |        |               |                   |          |             |                 |                 |
| I-INV-KA-263081    | #120 #121 RETAINERS            | E      | 3/20/2024     | 2,277.00          |          | 008909      |                 |                 |
| I-INV-KA-268412    | KNOX CONNECT LICENSE - FD      | E      | 3/20/2024     | 721.00            |          | 008909      |                 | 2,998.00        |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,998.00        |
| 010104             | KONE INC                       |        |               |                   |          |             |                 |                 |
| I-871301663        | 03/01/24-02/28/25 MNTCE RNWL   | R      | 3/18/2024     | 8,211.60          |          | 246919      |                 | 8,211.60        |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 8,211.60        |
| 003296             | ROBERT KOVACS                  |        |               |                   |          |             |                 |                 |
| I-2/16/2024        | MEAL REIMBURSEMENT             | R      | 3/18/2024     | 46.26             |          | 246920      |                 | 46.26           |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 46.26           |
| 011568             | LEXISNEXIS RISK SOLUTIONS FL I |        |               |                   |          |             |                 |                 |
| I-6967963-20240229 | AVCC SBSRT 2/1/24-2/29/24      | E      | 3/20/2024     | 515.00            |          | 008943      |                 | 515.00          |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 515.00          |
| 000402             | LINDE GAS & EQUIPMENT          |        |               |                   |          |             |                 |                 |
| I-41502418         | WELDING RENTAL-PKS MNT         | R      | 3/18/2024     | 43.46             |          | 246921      |                 | 43.46           |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 43.46           |
| 011948             | JAMIE GALE                     |        |               |                   |          |             |                 |                 |
| I-03/01/2024 CLASS | 3/1/24 LITTLE OM BIG OM -KL    | E      | 3/20/2024     | 85.00             |          | 008958      |                 | 85.00           |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 85.00           |
| 004810             | LOGAN CONTRACTORS SUPPLY       |        |               |                   |          |             |                 |                 |
| I-D63528           | STREET SUPPLIES - PW           | E      | 3/20/2024     | 300.00            |          | 008917      |                 | 300.00          |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 300.00          |
| 002207             | MANATTS INC                    |        |               |                   |          |             |                 |                 |
| I-5125713          | 2/15/24 C-4WR NO ASH           | E      | 3/20/2024     | 3,486.00          |          | 008907      |                 |                 |
| I-5125885          | 2/21/24 C-4WR NO ASH           | E      | 3/20/2024     | 845.00            |          | 008907      |                 | 4,331.00        |
|                    | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 4,331.00        |

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|-------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 001799            | MARTIN MARIETTA MATERIALS, INC |        |               |                   |          |             |                 |                 |
| I-41715540        | 2/16/24 1" CLEAN               | R      | 3/18/2024     | 1,741.25          |          | 246922      |                 |                 |
| I-41791381        | SMR BRK WALL-PKS               | R      | 3/18/2024     | 87.84             |          | 246922      |                 |                 |
| I-41791382        | SUMMERBROOK RET WALL - PKS     | R      | 3/18/2024     | 243.75            |          | 246922      |                 | 2,072.84        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,072.84        |
| 009346            | MARY'S CLEANING CARE INC       |        |               |                   |          |             |                 |                 |
| I-33613           | FEBRUARY 2024 CLEANINGS - PSB  | R      | 3/18/2024     | 1,190.00          |          | 246923      |                 |                 |
| I-33677           | JANITORIAL SUPPLIES - CH       | R      | 3/18/2024     | 288.00            |          | 246923      |                 |                 |
| I-33678           | JANITORIAL SUPPLIES - FD       | R      | 3/18/2024     | 112.00            |          | 246923      |                 |                 |
| I-33679           | JANITORIAL SUPPLIES - PW       | R      | 3/18/2024     | 112.00            |          | 246923      |                 |                 |
| I-33681           | JANITORIAL SUPPLIES - KL       | R      | 3/18/2024     | 697.00            |          | 246923      |                 |                 |
| I-33682           | JANITORIAL SUPPLIES - PSB      | R      | 3/18/2024     | 286.00            |          | 246923      |                 |                 |
| I-33683           | JANITORIAL SUPPLIES - ACC      | R      | 3/18/2024     | 815.00            |          | 246923      |                 | 3,500.00        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 3,500.00        |
| 001671            | MCC IOWA LLC                   |        |               |                   |          |             |                 |                 |
| I-3/01/24-3/31/24 | 3/01/24-3/31/24 DEDICATE INT   | R      | 3/18/2024     | 500.00            |          | 246924      |                 | 500.00          |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 500.00          |
| 001864            | MEDIX OCCUPATIONAL HEALTH SERV |        |               |                   |          |             |                 |                 |
| I-27563           | FEB 24 DRUG TESTS & PHYSICALS  | E      | 3/20/2024     | 2,430.00          |          | 008905      |                 | 2,430.00        |
|                   | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,430.00        |
| 004747            | MENARDS                        |        |               |                   |          |             |                 |                 |
| I-98470           | BUILDING/SEWER SUPPLIES - MU   | R      | 3/18/2024     | 446.67            |          | 246925      |                 |                 |
| I-98514 02/06/24  | TAMPER/PLUG - OCM              | R      | 3/18/2024     | 53.97             |          | 246925      |                 |                 |
| I-98562 2/07/24   | PAIS/SNAP OFF KNIFE - TRFC     | R      | 3/18/2024     | 41.50             |          | 246925      |                 |                 |
| I-98571           | SEWER MAINT/EQUIP SUPPLY-MU    | R      | 3/18/2024     | 64.26             |          | 246925      |                 |                 |
| I-98602           | PUMP STATION SUPPLIES - MU     | R      | 3/18/2024     | 136.01            |          | 246925      |                 |                 |
| I-98612           | NIPPLE/FIP/HNDLE - OCM         | R      | 3/18/2024     | 30.96             |          | 246925      |                 |                 |
| I-98667           | SEWER MAINT SUPPLIES - MU      | R      | 3/18/2024     | 127.94            |          | 246925      |                 |                 |
| I-98769           | STREET SUPPLIES - PW           | R      | 3/18/2024     | 59.44             |          | 246925      |                 |                 |
| I-98806           | BUILDING SUPPLIES - MU         | R      | 3/18/2024     | 171.88            |          | 246925      |                 |                 |
| I-98814           | STREET SUPPLIES - PW           | R      | 3/18/2024     | 11.96             |          | 246925      |                 |                 |
| I-98822           | BUILDING/SEWER SUPPLIES - MU   | R      | 3/18/2024     | 113.29            |          | 246925      |                 |                 |
| I-98883           | SOCKET/DRILL KIT/BATTERY-TRFC  | R      | 3/18/2024     | 238.84            |          | 246925      |                 |                 |
| I-98896           | CABLE/CLAMP/BATTERIES-TRFC     | R      | 3/18/2024     | 65.32             |          | 246925      |                 |                 |
| I-98906           | STREET SUPPLIES - PW           | R      | 3/18/2024     | 52.96             |          | 246925      |                 |                 |
| I-98910           | BRUSH/STAKES - MU              | R      | 3/18/2024     | 49.12             |          | 246925      |                 |                 |
| I-99047           | PREMIXED FUEL - FD             | R      | 3/18/2024     | 191.76            |          | 246925      |                 |                 |
| I-99061           | HEAT PUMP REPAIR PARTS-FS1     | R      | 3/18/2024     | 16.68             |          | 246925      |                 |                 |
| I-99087           | FLEET SUPPLIES - PD            | R      | 3/18/2024     | 121.21            |          | 246925      |                 |                 |
| I-99089           | SINK DRAIN REPAIR-FS1          | R      | 3/18/2024     | 11.78             |          | 246925      |                 |                 |
| I-99124           | LUMBER - STREETS               | R      | 3/18/2024     | 39.40             |          | 246925      |                 |                 |
| I-99125           | SEALANT - MU                   | R      | 3/18/2024     | 77.76             |          | 246925      |                 |                 |
| I-99134           | EPOXY/BLADES/WSHRS/NUT-PRSC    | R      | 3/18/2024     | 59.37             |          | 246925      |                 |                 |
| I-99169           | LUMBER - STREETS               | R      | 3/18/2024     | 50.28             |          | 246925      |                 |                 |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.       | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|-------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| I-99170           | CLEANER/WIRE STRIP/# KIT-TRFC | R      | 3/18/2024     | 16.45             |          | 246925      |                 |                 |
| I-99184           | SHOWER REPAIR PARTS-FS1       | R      | 3/18/2024     | 30.68             |          | 246925      |                 |                 |
| I-99245           | LIGHT LENSE REPLCMNT-PW       | R      | 3/18/2024     | 63.13             |          | 246925      |                 |                 |
| I-99356           | WRENCH SET/SAW/CLAD/CNCTR-OC  | R      | 3/18/2024     | 122.39            |          | 246925      |                 |                 |
| I-99406           | FROGTAPE/ORING/BRUSH-PW       | R      | 3/18/2024     | 26.53             |          | 246925      |                 |                 |
| I-99481 02/29/24  | LANDSCAPE BLOCKS - PKS        | R      | 3/18/2024     | 32.94             |          | 246925      |                 |                 |
| I-99485 02/29/24  | RUBBER WASHER-FD              | R      | 3/18/2024     | 1.00              |          | 246925      |                 |                 |
| I-99499           | PIPE/JT/CPLNG/CLTH-FD         | R      | 3/18/2024     | 49.90             |          | 246925      |                 |                 |
| I-99500           | CHAINSAW FILE HANDLE-PKS      | R      | 3/18/2024     | 5.97              |          | 246925      |                 |                 |
| I-99524           | NEUTRAL FLOOR CLEANER-OEC     | R      | 3/18/2024     | 12.98             |          | 246925      |                 |                 |
| I-99536           | RED COUP/NIPPLE/HOSE-FD       | R      | 3/18/2024     | 24.55             |          | 246925      |                 | 2,618.88        |
|                   | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 2,618.88        |
| 007664            | MERCYONE ANKENY PHARMACY      |        |               |                   |          |             |                 |                 |
| I-2/26/2024       | EMS PHARMACY - FD             | R      | 3/18/2024     | 70.60             |          | 246927      |                 | 70.60           |
|                   | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 70.60           |
| 005317            | MID AMERICAN SIGNAL INC       |        |               |                   |          |             |                 |                 |
| I-24-157          | SIGNAL CONTROLLERS            | E      | 3/20/2024     | 20,360.00         |          | 008922      |                 | 20,360.00       |
|                   | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 20,360.00       |
| 008616            | MIDAMERICAN ENERGY COMPANY    |        |               |                   |          |             |                 |                 |
| I-WMIS # 2913320  | GAS MAINS                     | R      | 3/18/2024     | 15,747.64         |          | 246928      |                 | 15,747.64       |
|                   | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 15,747.64       |
| 011606            | MIDWEST CRITICAL POWER LLC    |        |               |                   |          |             |                 |                 |
| I-1468            | UPDATES ON GENERATOR          | R      | 3/18/2024     | 6,539.60          |          | 246929      |                 | 6,539.60        |
|                   | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 6,539.60        |
| 000945            | MIDWEST WHEEL COMPANIES       |        |               |                   |          |             |                 |                 |
| C-3599122-00      | CR: UNIT #59 PARTS            | R      | 3/18/2024     | 124.91CR          |          | 246930      |                 |                 |
| I-3591554-00      | UNIT #121 PARTS               | R      | 3/18/2024     | 771.39            |          | 246930      |                 |                 |
| I-3591757-00      | UNIT #121 PARTS               | R      | 3/18/2024     | 131.58            |          | 246930      |                 |                 |
| I-3593241-00      | UNIT #59 PARTS                | R      | 3/18/2024     | 124.91            |          | 246930      |                 |                 |
| I-3593452-00      | UNIT #85 PARTS                | R      | 3/18/2024     | 124.91            |          | 246930      |                 | 1,027.88        |
|                   | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 1,027.88        |
| 1                 | ALVORD, JAMES                 |        |               |                   |          |             |                 |                 |
| I-000202403130824 | US REFUND                     | R      | 3/18/2024     | 47.62             |          | 246837      |                 | 47.62           |
| 1                 | ANDERSEN, REGINA              |        |               |                   |          |             |                 |                 |
| I-000202403130832 | US REFUND                     | R      | 3/18/2024     | 47.45             |          | 246838      |                 | 47.45           |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.       | NAME                 | STATUS | CHECK     | INVOICE | DISCOUNT | CHECK  | CHECK  | CHECK  |
|-------------------|----------------------|--------|-----------|---------|----------|--------|--------|--------|
|                   |                      |        | DATE      |         |          | NO     | STATUS | AMOUNT |
| 1                 | AUNSPACH, NATALIE    |        |           |         |          |        |        |        |
| I-000202403130815 | US REFUND            | R      | 3/18/2024 | 41.73   |          | 246839 |        | 41.73  |
| 1                 | BARRETT, DUSTIN T    |        |           |         |          |        |        |        |
| I-000202403130818 | US REFUND            | R      | 3/18/2024 | 65.01   |          | 246840 |        | 65.01  |
| 1                 | BOERSMA, HANNAH & NA |        |           |         |          |        |        |        |
| I-000202403130831 | US REFUND            | R      | 3/18/2024 | 114.32  |          | 246841 |        | 114.32 |
| 1                 | BUSH, KAILEY         |        |           |         |          |        |        |        |
| I-000202403130834 | US REFUND            | R      | 3/18/2024 | 48.59   |          | 246842 |        | 48.59  |
| 1                 | BUTTERMORE, GABE     |        |           |         |          |        |        |        |
| I-000202403130827 | US REFUND            | R      | 3/18/2024 | 100.00  |          | 246843 |        | 100.00 |
| 1                 | DORITY, JORDYN       |        |           |         |          |        |        |        |
| I-000202403130825 | US REFUND            | R      | 3/18/2024 | 51.87   |          | 246844 |        | 51.87  |
| 1                 | EGGER, NOAH          |        |           |         |          |        |        |        |
| I-000202403130820 | US REFUND            | R      | 3/18/2024 | 64.93   |          | 246845 |        | 64.93  |
| 1                 | FINERAN, SARAH       |        |           |         |          |        |        |        |
| I-000202403130838 | US REFUND            | R      | 3/18/2024 | 39.45   |          | 246846 |        | 39.45  |
| 1                 | GOOD, ETHAN R        |        |           |         |          |        |        |        |
| I-000202403130839 | US REFUND            | R      | 3/18/2024 | 97.35   |          | 246847 |        | 97.35  |
| 1                 | HOARD, GARY          |        |           |         |          |        |        |        |
| I-000202403130830 | US REFUND            | R      | 3/18/2024 | 78.40   |          | 246848 |        | 78.40  |
| 1                 | LAND, BRENDA         |        |           |         |          |        |        |        |
| I-000202403130826 | US REFUND            | R      | 3/18/2024 | 46.58   |          | 246849 |        | 46.58  |
| 1                 | LOEHR, NICHOLAS      |        |           |         |          |        |        |        |
| I-000202403130823 | US REFUND            | R      | 3/18/2024 | 12.26   |          | 246850 |        | 12.26  |
| 1                 | LONEY, GRACE         |        |           |         |          |        |        |        |
| I-000202403130828 | US REFUND            | R      | 3/18/2024 | 51.87   |          | 246851 |        | 51.87  |
| 1                 | MERITT, CAMRON       |        |           |         |          |        |        |        |
| I-000202403130819 | US REFUND            | R      | 3/18/2024 | 98.92   |          | 246852 |        | 98.92  |
| 1                 | MYERS, JANET C       |        |           |         |          |        |        |        |
| I-000202403130829 | US REFUND            | R      | 3/18/2024 | 39.39   |          | 246853 |        | 39.39  |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

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|-------------------|--------------------------------|--------|-----------|-----------------------|----------|-----------|--------|-----------|
|                   |                                |        | DATE      | AMOUNT                |          | NO        | STATUS | AMOUNT    |
| 1                 | OLSON, TYLER                   |        |           |                       |          |           |        |           |
| I-000202403130822 | US REFUND                      | R      | 3/18/2024 | 54.39                 |          | 246854    |        | 54.39     |
| 1                 | PORTERFIELD, ALLISON           |        |           |                       |          |           |        |           |
| I-000202403130837 | US REFUND                      | R      | 3/18/2024 | 100.00                |          | 246855    |        | 100.00    |
| 1                 | RAMIREZ-CASTRO , MAN           |        |           |                       |          |           |        |           |
| I-000202403130816 | US REFUND                      | R      | 3/18/2024 | 39.11                 |          | 246856    |        | 39.11     |
| 1                 | THACH, SARA                    |        |           |                       |          |           |        |           |
| I-000202403130817 | US REFUND                      | R      | 3/18/2024 | 46.13                 |          | 246857    |        | 46.13     |
| 1                 | WALLACE, KARA                  |        |           |                       |          |           |        |           |
| I-000202403130833 | US REFUND                      | R      | 3/18/2024 | 47.00                 |          | 246858    |        | 47.00     |
| 1                 | WESTENDORF, MELISSA            |        |           |                       |          |           |        |           |
| I-000202403130836 | US REFUND                      | R      | 3/18/2024 | 60.55                 |          | 246859    |        | 60.55     |
| 1                 | WHITE, AARON                   |        |           |                       |          |           |        |           |
| I-000202403130835 | US REFUND                      | R      | 3/18/2024 | 54.26                 |          | 246860    |        | 54.26     |
| 1                 | WORKNEH, KELIFA                |        |           |                       |          |           |        |           |
| I-000202403130821 | US REFUND                      | R      | 3/18/2024 | 46.25                 |          | 246861    |        | 46.25     |
|                   |                                |        |           | *** VENDOR TOTALS *** |          | 25 CHECKS |        | 1,493.43  |
| 012040            | MITIGATION INVESTMENT HOLDINGS |        |           |                       |          |           |        |           |
| I-INV-0882        | STREAM MITIGATION CREDITS      | E      | 3/20/2024 | 76,950.00             |          | 008950    |        | 76,950.00 |
|                   |                                |        |           | *** VENDOR TOTALS *** |          | 1 CHECKS  |        | 76,950.00 |
| 012030            | MK DRAIN & SEWER LLC           |        |           |                       |          |           |        |           |
| I-1120            | DRAIN REPAIRS - FS             | E      | 3/20/2024 | 625.00                |          | 008949    |        |           |
| I-1125            | DRAIN REPAIRS -PD              | E      | 3/20/2024 | 375.00                |          | 008949    |        | 1,000.00  |
|                   |                                |        |           | *** VENDOR TOTALS *** |          | 1 CHECKS  |        | 1,000.00  |
| 000497            | MANUFACTURERS' NEWS INC        |        |           |                       |          |           |        |           |
| I-709208-00-2024  | 2024 IA MANUFACTURERS REGISTER | R      | 3/18/2024 | 165.90                |          | 246931    |        | 165.90    |
|                   |                                |        |           | *** VENDOR TOTALS *** |          | 1 CHECKS  |        | 165.90    |
| 010051            | MOBOTREX INC                   |        |           |                       |          |           |        |           |
| I-272056          | APS PUSHBUTTONS                | E      | 3/20/2024 | 1,988.00              |          | 008939    |        | 1,988.00  |
|                   |                                |        |           | *** VENDOR TOTALS *** |          | 1 CHECKS  |        | 1,988.00  |
| 010714            | ANDREW MOSES                   |        |           |                       |          |           |        |           |
| I-2/20/2024       | DNR CERT FEE REIMBURSEMENT     | E      | 3/20/2024 | 32.29                 |          | 008953    |        |           |
| I-3/06/2024       | WATER LICENSE REIMBURSEMENT    | E      | 3/20/2024 | 63.04                 |          | 008953    |        | 95.33     |
|                   |                                |        |           | *** VENDOR TOTALS *** |          | 1 CHECKS  |        | 95.33     |

VENDOR SET: 01 City of Ankeny  
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|----------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 006756         | MTI DISTRIBUTING INC           |        |               |                   |          |             |                 |                 |
| I-1419702-00   | FILTER -OCM                    | R      | 3/18/2024     | 20.74             |          | 246932      |                 | 20.74           |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 20.74           |
| 002032         | MUNICIPAL COLLECTIONS OF AMERI |        |               |                   |          |             |                 |                 |
| I-63885        | 02/24 COLLECTION FEES          | R      | 3/18/2024     | 613.62            |          | 246933      |                 |                 |
| I-63886        | 02/24 COLLECTION FEES          | R      | 3/18/2024     | 6.00              |          | 246933      |                 |                 |
| I-63888        | 02/24 COLLCTION FEES           | R      | 3/18/2024     | 22.56             |          | 246933      |                 | 642.18          |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 642.18          |
| 006750         | MUNICIPAL PIPE TOOL            |        |               |                   |          |             |                 |                 |
| I-34300        | UNIT #741 PARTS                | R      | 3/18/2024     | 451.05            |          | 246934      |                 | 451.05          |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 451.05          |
| 000350         | MUNICIPAL SUPPLY INC           |        |               |                   |          |             |                 |                 |
| C-0899996-CM   | CR: WATER MAINT SUPPLIES - MU  | R      | 3/18/2024     | 24.80CR           |          | 246935      |                 |                 |
| I-0898398-IN   | METERS                         | R      | 3/18/2024     | 2,760.00          |          | 246935      |                 |                 |
| I-0899941-IN   | METERS                         | R      | 3/18/2024     | 6,670.00          |          | 246935      |                 |                 |
| I-0899942-IN   | METERS                         | R      | 3/18/2024     | 49,600.00         |          | 246935      |                 |                 |
| I-0899943-IN   | METER PARTS                    | R      | 3/18/2024     | 745.00            |          | 246935      |                 |                 |
| I-0899943-IN A | METERS                         | R      | 3/18/2024     | 4,630.00          |          | 246935      |                 |                 |
| I-0899994-IN   | METERS                         | R      | 3/18/2024     | 7,700.00          |          | 246935      |                 |                 |
| I-0899995-IN   | WATER MAINT SUPPLIES - MU      | R      | 3/18/2024     | 24.80             |          | 246935      |                 |                 |
| I-0900115-IN   | DISTRIBUTION PARTS - MU        | R      | 3/18/2024     | 1,383.57          |          | 246935      |                 |                 |
| I-0900184-IN   | STREET SUPPLIES - PW           | R      | 3/18/2024     | 595.10            |          | 246935      |                 | 74,083.67       |
|                | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 74,083.67       |
| 003057         | NAPA AUTO PARTS                |        |               |                   |          |             |                 |                 |
| C-732330       | CR: ANTI GEL DIESEL - CG       | R      | 3/18/2024     | 107.04CR          |          | 246936      |                 |                 |
| I-2986-733260  | UNIT #413 PARTS                | R      | 3/18/2024     | 16.01             |          | 246936      |                 |                 |
| I-2986-733356  | FLUID FILTERS - CG             | R      | 3/18/2024     | 30.60             |          | 246936      |                 |                 |
| I-2986-733420  | NITRILE GLOVES - CG            | R      | 3/18/2024     | 18.99             |          | 246936      |                 |                 |
| I-2986-733486  | AIR FILTER - OCM               | R      | 3/18/2024     | 77.20             |          | 246936      |                 |                 |
| I-2986-733518  | UNIT #277 PARTS                | R      | 3/18/2024     | 40.13             |          | 246936      |                 |                 |
| I-2986-733531  | BATTERIES - CG                 | R      | 3/18/2024     | 13.98             |          | 246936      |                 |                 |
| I-2986-733566  | FLUID FILTER - CG              | R      | 3/18/2024     | 8.52              |          | 246936      |                 |                 |
| I-2986-733567  | AIR FILTER/FUEL FILTER - CG    | R      | 3/18/2024     | 149.76            |          | 246936      |                 |                 |
| I-2986-733604  | OIL FILTER/HYDRAULIC FILTER-CG | R      | 3/18/2024     | 13.93             |          | 246936      |                 |                 |
| I-2986-733630  | FUEL/OIL FILTER - CG           | R      | 3/18/2024     | 42.69             |          | 246936      |                 |                 |
| I-2986-733631  | FILTERS - CG                   | R      | 3/18/2024     | 149.50            |          | 246936      |                 |                 |
| I-2986-733641  | SMALL ENGINE PARTS - CG        | R      | 3/18/2024     | 41.94             |          | 246936      |                 |                 |
| I-2986-733695  | UNIT #828 OIL FILTER-OCM       | R      | 3/18/2024     | 8.52              |          | 246936      |                 |                 |
| I-2986-733722  | #88 #99 PARTS                  | R      | 3/18/2024     | 21.30             |          | 246936      |                 |                 |
| I-2986-733759  | SHOP SUPPLIES - CG             | R      | 3/18/2024     | 11.88             |          | 246936      |                 |                 |
| I-2986-733951  | SHOP SUPPLIES - CG             | R      | 3/18/2024     | 25.16             |          | 246936      |                 |                 |
| I-2986-733968  | SHOP EQUIP - CG                | R      | 3/18/2024     | 118.99            |          | 246936      |                 |                 |
| I-2986-733969  | UNIT #163 PARTS                | R      | 3/18/2024     | 43.66             |          | 246936      |                 |                 |
| I-2986-733999  | PARTS - OLD 400                | R      | 3/18/2024     | 21.83             |          | 246936      |                 |                 |

VENDOR SET: 01 City of Ankeny  
BANK: APFNB FIRST NATIONAL BANK AMES  
DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.          | NAME                           | STATUS | CHECK                 | INVOICE   | DISCOUNT | CHECK    | CHECK  | CHECK     |
|----------------------|--------------------------------|--------|-----------------------|-----------|----------|----------|--------|-----------|
|                      |                                |        | DATE                  | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| I-2986-734001        | SHOP SUPPLIES - CG             | R      | 3/18/2024             | 12.98     |          | 246936   |        |           |
| I-2986-734058        | OIL - FD                       | R      | 3/18/2024             | 104.85    |          | 246936   |        |           |
| I-2986-734062        | FUEL FILTER - FD               | R      | 3/18/2024             | 2.13      |          | 246936   |        |           |
| I-2986-734079        | SHOP SUPPLIES - CG             | R      | 3/18/2024             | 45.52     |          | 246936   |        |           |
| I-2986-734084        | UNIT 811/812 SPARK PLUG/OIL/FL | R      | 3/18/2024             | 32.46     |          | 246936   |        |           |
| I-2986-734147        | SHOP SUPPLIES - CG             | R      | 3/18/2024             | 10.29     |          | 246936   |        | 955.78    |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 955.78    |
| 011398               | NDA FARMS, LLC                 |        |                       |           |          |          |        |           |
| I-03/18/2024PERMESMT | 3/18/24 PERMANENT EASEMENT     | R      | 3/18/2024             | 26,868.00 |          | 246937   |        |           |
| I-03/18/2024TEMPESMT | 3/18/24 TEMPORARY EASEMENT     | R      | 3/18/2024             | 12,619.00 |          | 246937   |        | 39,487.00 |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 39,487.00 |
| 000837               | O'REILLY AUTOMOTIVE INC        |        |                       |           |          |          |        |           |
| I-0295-388288        | TIRE TRAILER PARTS - MU        | E      | 3/20/2024             | 22.29     |          | 008900   |        | 22.29     |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 22.29     |
| 003727               | ODP BUSINESS SOLUTIONS, LLC    |        |                       |           |          |          |        |           |
| I-353489047001       | OFFICE SUPPLIES - PSB          | R      | 3/18/2024             | 86.52     |          | 246938   |        |           |
| I-354050289001       | OFFICE SUPPLIES/LABELS - PD    | R      | 3/18/2024             | 136.55    |          | 246938   |        |           |
| I-354482207001       | OFFICE SUPPLIES - PSB          | R      | 3/18/2024             | 71.73     |          | 246938   |        |           |
| I-354596432001       | OFFICE SUPPLIES - PSB          | R      | 3/18/2024             | 84.72     |          | 246938   |        |           |
| I-354728231001       | OFFICE SUPPLIES - CH           | R      | 3/18/2024             | 161.00    |          | 246938   |        |           |
| I-355112472001       | PAPER TOWELS - PD              | R      | 3/18/2024             | 642.04    |          | 246938   |        |           |
| I-355311400001       | OFFICE SUPPLIES - MU           | R      | 3/18/2024             | 111.57    |          | 246938   |        |           |
| I-356078170001       | DVDS - PD                      | R      | 3/18/2024             | 239.92    |          | 246938   |        |           |
| I-356571128001       | OFFICE SUPPLIES - CH           | R      | 3/18/2024             | 72.07     |          | 246938   |        |           |
| I-356671167001       | MKRS/PAPER/BATTS/CLIPS-KL      | R      | 3/18/2024             | 150.25    |          | 246938   |        |           |
| I-356674222001       | CLIPS - KL                     | R      | 3/18/2024             | 9.59      |          | 246938   |        |           |
| I-356674226001       | MAGNETS -KL                    | R      | 3/18/2024             | 7.43      |          | 246938   |        |           |
| I-357099390001       | PAPER/KLEENEX/PLANNER-KL       | R      | 3/18/2024             | 220.32    |          | 246938   |        |           |
| I-357520603001       | OFFICE SUPPLIES - FD           | R      | 3/18/2024             | 73.74     |          | 246938   |        | 2,067.45  |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 2,067.45  |
| 011375               | PAR INDUSTRIES LLC             |        |                       |           |          |          |        |           |
| I-24001-1            | OUTLET INSTALLATION-ACC        | R      | 3/18/2024             | 431.21    |          | 246939   |        | 431.21    |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 431.21    |
| 000699               | THE PENWORTHY COMPANY          |        |                       |           |          |          |        |           |
| I-0597637-IN         | MISC BOOKS -KL                 | R      | 3/18/2024             | 1,139.14  |          | 246940   |        | 1,139.14  |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 1,139.14  |
| 009443               | PERMABAND INC                  |        |                       |           |          |          |        |           |
| I-5096               | SIGNAL SUPPLIES - TRFC         | R      | 3/18/2024             | 648.00    |          | 246941   |        | 648.00    |
|                      |                                |        | *** VENDOR TOTALS *** |           |          | 1 CHECKS |        | 648.00    |

VENDOR SET: 01 City of Ankeny  
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DATE RANGE: 3/07/2024 THRU 3/20/2024

| VENDOR I.D.          | NAME                           | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|----------------------|--------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 004611               | PETTY CASH                     |        |               |                   |          |             |                 |                 |
| I-2024 PRSC STARTUP  | 2024 PRSC CONCESSION STARTUP   | R      | 3/18/2024     | 325.00            |          | 246942      |                 |                 |
| I-2024HKY/MP STARTUP | 2024HAWKEYE/MIRACLE PK STARTUP | R      | 3/18/2024     | 875.00            |          | 246942      |                 | 1,200.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,200.00        |
| 011897               | POLK COUNTY AUDITOR'S OFFICE   |        |               |                   |          |             |                 |                 |
| I-11690              | FEBRUARY BLOOD DRAWS           | R      | 3/18/2024     | 300.00            |          | 246943      |                 | 300.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 300.00          |
| 000387               | POLK COUNTY RECORDER           |        |               |                   |          |             |                 |                 |
| I-2/26/2024          | PLAT/EASEMENT/AGREEMENT        | R      | 3/18/2024     | 140.00            |          | 246944      |                 | 140.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 140.00          |
| 009386               | POMP'S TIRE SERVICE, INC       |        |               |                   |          |             |                 |                 |
| I-1400135886         | UNIT #247 TIRES                | E      | 3/20/2024     | 672.00            |          | 008936      |                 |                 |
| I-1400135906         | UNIT #180 TIRES                | E      | 3/20/2024     | 736.00            |          | 008936      |                 |                 |
| I-1400135907         | UNIT #180 TIRES                | E      | 3/20/2024     | 116.00            |          | 008936      |                 | 1,524.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,524.00        |
| 000390               | POSTMASTER                     |        |               |                   |          |             |                 |                 |
| I-2/20/2024 #18      | USPS MARKETING MAIL-CITY CLERK | R      | 3/18/2024     | 320.00            |          | 246945      |                 | 320.00          |
| 000390               | POSTMASTER                     |        |               |                   |          |             |                 |                 |
| I-3/18/2024          | SPRING CITY GUIDE MAILING      | R      | 3/18/2024     | 6,047.75          |          | 246946      |                 | 6,047.75        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 2 CHECKS    |                 | 6,367.75        |
| 006051               | PROMOS 911 INC                 |        |               |                   |          |             |                 |                 |
| I-11272              | PROMOTIONAL PENS - FD          | R      | 3/18/2024     | 449.52            |          | 246947      |                 | 449.52          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 449.52          |
| 002713               | PROTEX CENTRAL INC             |        |               |                   |          |             |                 |                 |
| I-149313             | FIRE EXTINGUISHER INSPCTN-OC   | R      | 3/18/2024     | 91.00             |          | 246948      |                 |                 |
| I-149798             | FE MAINTENANCE - PW            | R      | 3/18/2024     | 1,920.48          |          | 246948      |                 | 2,011.48        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 2,011.48        |
| 005066               | RALPH N SMITH INC              |        |               |                   |          |             |                 |                 |
| I-30357              | BASE FOR KITCHEN -FD           | R      | 3/18/2024     | 100.00            |          | 246949      |                 |                 |
| I-30413              | VINYL BASE/GLUE - FD           | R      | 3/18/2024     | 929.00            |          | 246949      |                 | 1,029.00        |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 1,029.00        |
| 010853               | TIMOTHY J READ                 |        |               |                   |          |             |                 |                 |
| I-03/11/2024         | 3/11/24 PRESENTATION-KL        | R      | 3/18/2024     | 250.00            |          | 246950      |                 | 250.00          |
|                      | *** VENDOR TOTALS ***          |        |               |                   |          | 1 CHECKS    |                 | 250.00          |



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| VENDOR I.D.      | NAME                          | STATUS | CHECK<br>DATE | INVOICE<br>AMOUNT | DISCOUNT | CHECK<br>NO | CHECK<br>STATUS | CHECK<br>AMOUNT |
|------------------|-------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 008276           | RELIANT FIRE APPARATUS INC    |        |               |                   |          |             |                 |                 |
| I-5WI000604      | DEF CLEAN AND DOOR            | R      | 3/18/2024     | 2,033.99          |          | 246951      |                 | 2,033.99        |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 2,033.99        |
| 003999           | RINGCENTRAL INC               |        |               |                   |          |             |                 |                 |
| I-CD_000760760   | 02/26/24-03/25/24 STATEMENT   | E      | 3/20/2024     | 5,671.42          |          | 008914      |                 | 5,671.42        |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 5,671.42        |
| 006802           | ROMTEC INC                    |        |               |                   |          |             |                 |                 |
| I-INV1399 #3     | PAY 3-RALLY COMPLEX RR CONST  | E      | 3/20/2024     | 21,000.00         |          | 008926      |                 | 21,000.00       |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 21,000.00       |
| 005463           | RUETER'S RED POWER            |        |               |                   |          |             |                 |                 |
| I-CE37035        | LUG BOLTS -PKS                | R      | 3/18/2024     | 98.04             |          | 246952      |                 | 98.04           |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 98.04           |
| 004079           | STRAWBERRY PATCH              |        |               |                   |          |             |                 |                 |
| I-6819           | POLICE ACADEMY SHIRTS         | R      | 3/18/2024     | 606.00            |          | 246953      |                 |                 |
| I-94180          | STAFF SHIRTS - P&R            | R      | 3/18/2024     | 488.00            |          | 246953      |                 |                 |
| I-94181          | YOUTH LEAGUE SHIRTS-P&R       | R      | 3/18/2024     | 3,744.00          |          | 246953      |                 | 4,838.00        |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 4,838.00        |
| 000425           | SECRETARY OF STATE            |        |               |                   |          |             |                 |                 |
| I-FY24 NOTARY-RA | FY24 NOTARY RENEWAL-ARENDSE   | R      | 3/18/2024     | 30.00             |          | 246954      |                 | 30.00           |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 30.00           |
| 004842           | THE SHERWIN-WILLIAMS CO       |        |               |                   |          |             |                 |                 |
| I-7186-2         | PAINT -KL                     | R      | 3/18/2024     | 194.74            |          | 246955      |                 |                 |
| I-7515-2         | PAINT -KL                     | R      | 3/18/2024     | 147.25            |          | 246955      |                 | 341.99          |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 341.99          |
| 008471           | SHIVE-HATTERY INC             |        |               |                   |          |             |                 |                 |
| I-4185992-40 #38 | PAY 38-ANKENY SENIOR COM CNTR | E      | 3/20/2024     | 654.96            |          | 008930      |                 | 654.96          |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 654.96          |
| 001103           | SHRED-IT                      |        |               |                   |          |             |                 |                 |
| I-8006431641     | 2/28/2024 SHREDDING SVCS - PD | R      | 3/18/2024     | 65.83             |          | 246956      |                 | 65.83           |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 65.83           |
| 008370           | SPECTRUM ADVANTAGE LLC        |        |               |                   |          |             |                 |                 |
| I-24-48-1008     | FO SPLICING-NE DEL AVE        | R      | 3/18/2024     | 2,000.00          |          | 246957      |                 | 2,000.00        |
|                  | *** VENDOR TOTALS ***         |        |               |                   |          | 1 CHECKS    |                 | 2,000.00        |

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DATE RANGE: 3/07/2024 THRU 3/20/2024

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|--------------------|------------------------------|--------|---------------|-------------------|----------|-------------|-----------------|-----------------|
| 000474             | STATE HYGIENIC LABORATORY AR |        |               |                   |          |             |                 |                 |
| I-273832           | 2/29/2024 TESTING - MU       | E      | 3/20/2024     | 49.50             |          | 008897      |                 | 49.50           |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 49.50           |
| 002474             | STATE STEEL OF DES MOINES    |        |               |                   |          |             |                 |                 |
| I-DM551348         | ROLLED STRIP - PW            | R      | 3/18/2024     | 32.37             |          | 246958      |                 | 32.37           |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 32.37           |
| 008350             | STIVERS FORD                 |        |               |                   |          |             |                 |                 |
| I-712878/1         | UNIT #67 REPAIRS             | R      | 3/18/2024     | 547.69            |          | 246959      |                 | 547.69          |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 547.69          |
| 001859             | SVPA ARCHITECTS INC.         |        |               |                   |          |             |                 |                 |
| I-0039325 #11      | PAY 11-FIRE STATION NO 4     | R      | 3/18/2024     | 12,824.47         |          | 246960      |                 |                 |
| I-0039364          | 1/29-3/3/24 SVPA OTTER CREEK | R      | 3/18/2024     | 1,560.16          |          | 246960      |                 | 14,384.63       |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 14,384.63       |
| 004981             | SYN-TECH SYSTEMS INC         |        |               |                   |          |             |                 |                 |
| I-281270           | FUELMASTER MAINTENANCE - CG  | E      | 3/20/2024     | 550.00            |          | 008919      |                 | 550.00          |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 550.00          |
| 011545             | SSCW FIRE & SAFETY INC.      |        |               |                   |          |             |                 |                 |
| I-19588            | SEMI ANNUAL INSPECTION-OC    | E      | 3/20/2024     | 290.00            |          | 008942      |                 | 290.00          |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 290.00          |
| 011972             | TANKSCO INC                  |        |               |                   |          |             |                 |                 |
| I-RI FNL-DEL STRG  | REISSUE FINAL-DEL GRND STRG  | R      | 3/18/2024     | 7,980.00          |          | 246961      |                 | 7,980.00        |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 7,980.00        |
| 007702             | TEE TIMES PRESS INC          |        |               |                   |          |             |                 |                 |
| I-35870            | FULL PAGE AD-TEE TIMES24 MN  | R      | 3/18/2024     | 750.00            |          | 246962      |                 | 750.00          |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 750.00          |
| 006505             | TG TECHNICAL SERVICES LLC    |        |               |                   |          |             |                 |                 |
| I-04527            | OXYGEN SENSOR - FD           | E      | 3/20/2024     | 338.71            |          | 008925      |                 | 338.71          |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 338.71          |
| 011608             | THE HOME DEPOT PRO           |        |               |                   |          |             |                 |                 |
| I-785473042        | CEDAR/STUDS - FD             | R      | 3/18/2024     | 68.01             |          | 246963      |                 | 68.01           |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 68.01           |
| 006031             | KATIE THIELMAN               |        |               |                   |          |             |                 |                 |
| I-1/8-2/29/24 MILE | 1/8-2/29/24 MILEAGE          | E      | 3/20/2024     | 98.83             |          | 008924      |                 | 98.83           |
|                    | *** VENDOR TOTALS ***        |        |               |                   |          | 1 CHECKS    |                 | 98.83           |

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| VENDOR I.D.      | NAME                           | STATUS | CHECK     | INVOICE    | DISCOUNT | CHECK    | CHECK  | CHECK      |
|------------------|--------------------------------|--------|-----------|------------|----------|----------|--------|------------|
|                  |                                |        | DATE      | AMOUNT     |          | NO       | STATUS | AMOUNT     |
| 000444           | TOMPKINS INDUSTRIES INC        |        |           |            |          |          |        |            |
| I-405654123      | HOSE FOR HEAT PUMP-FD          | E      | 3/20/2024 | 191.54     |          | 008896   |        | 191.54     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 191.54     |
| 004159           | TOYNE INC                      |        |           |            |          |          |        |            |
| I-IN0017386      | GROUND LIGHT - FD              | R      | 3/18/2024 | 115.13     |          | 246964   |        |            |
| I-IN0017412      | HINGE SPRING - FD              | R      | 3/18/2024 | 94.64      |          | 246964   |        | 209.77     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 209.77     |
| 000465           | TREASURER STATE OF IOWA        |        |           |            |          |          |        |            |
| I-3/11/2024      | MONTHLY SALES & EXCISE TAX     | D      | 3/11/2024 | 100,925.32 |          | 002445   |        | 100,925.32 |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 100,925.32 |
| 000740           | TRIPLETT COMPANIES             |        |           |            |          |          |        |            |
| I-449674-0       | ENVELOPES - PSB                | R      | 3/18/2024 | 189.50     |          | 246965   |        |            |
| I-449695-0       | BUSINESS CARDS-M. SHELTON      | R      | 3/18/2024 | 89.00      |          | 246965   |        | 278.50     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 278.50     |
| 011455           | TRIVISTA COMPANIES INC         |        |           |            |          |          |        |            |
| I-XA100026595:01 | PLOW TRUCK PARTS               | R      | 3/18/2024 | 168.54     |          | 246966   |        |            |
| I-XA100026694:01 | UNIT #221 PARTS                | R      | 3/18/2024 | 224.32     |          | 246966   |        |            |
| I-XA100026703:01 | UNIT #277 PARTS                | R      | 3/18/2024 | 135.48     |          | 246966   |        |            |
| I-XA100027102:01 | UNIT #225 PARTS                | R      | 3/18/2024 | 74.00      |          | 246966   |        |            |
| I-XA100027102:02 | UNIT #225 PARTS                | R      | 3/18/2024 | 57.77      |          | 246966   |        |            |
| I-XA100027102:03 | UNIT #225 PARTS                | R      | 3/18/2024 | 79.76      |          | 246966   |        | 739.87     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 739.87     |
| 010088           | TRUCK CENTER COMPANIES EAST LL |        |           |            |          |          |        |            |
| I-XA301374736:01 | UNIT #163 PARTS                | E      | 3/20/2024 | 33.00      |          | 008940   |        | 33.00      |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 33.00      |
| 003278           | DAVIS EQUIPMENT CORPORATION    |        |           |            |          |          |        |            |
| I-JI87305        | GASKET/PIN-JAC - OCM           | E      | 3/20/2024 | 98.82      |          | 008913   |        |            |
| I-JI87563        | BEDKNIFE - OCM                 | E      | 3/20/2024 | 483.00     |          | 008913   |        | 581.82     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 581.82     |
| 004516           | ST LUKE'S HEALTH RESOURCES     |        |           |            |          |          |        |            |
| I-216297         | FEB 24 RANDOM TESTING          | R      | 3/18/2024 | 462.00     |          | 246967   |        | 462.00     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 462.00     |
| 002135           | CENTRAL IOWA HOSPITAL CORPORAT |        |           |            |          |          |        |            |
| I-214726         | FEB 2024 SERVICES              | R      | 3/18/2024 | 434.32     |          | 246968   |        | 434.32     |
|                  | *** VENDOR TOTALS ***          |        |           |            |          | 1 CHECKS |        | 434.32     |

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|------------------|--------------------------------|--------|-----------|-----------|----------|----------|--------|-----------|
|                  |                                |        | DATE      | AMOUNT    |          | NO       | STATUS | AMOUNT    |
| 005012           | VAN-WALL EQUIPMENT INC         |        |           |           |          |          |        |           |
| I-6140495        | UNIT 864/874 FILTER ELEMENT    | E      | 3/20/2024 | 16.32     |          | 008921   |        |           |
| I-6151655        | #633 #634 PARTS                | E      | 3/20/2024 | 240.50    |          | 008921   |        |           |
| I-6152287        | UNIT 811 BUSHING/SPRAY FILM OC | E      | 3/20/2024 | 36.81     |          | 008921   |        |           |
| I-6153249        | CENTERLINK/HP ULTRA-OCM        | E      | 3/20/2024 | 33.00     |          | 008921   |        |           |
| I-6155952        | UNIT #807 CENTER LINK-OCM      | E      | 3/20/2024 | 105.81    |          | 008921   |        | 432.44    |
|                  | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 432.44    |
| 000960           | VISION MARKETING PASSPORT SYST |        |           |           |          |          |        |           |
| I-2055           | NAMETAGS - FD                  | R      | 3/18/2024 | 162.55    |          | 246969   |        | 162.55    |
|                  | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 162.55    |
| 002569           | WASTE CONNECTIONS INC          |        |           |           |          |          |        |           |
| I-3641713T071    | 03/2024 WASTE SERVICES - CH    | R      | 3/18/2024 | 65.34     |          | 246970   |        | 65.34     |
|                  | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 65.34     |
| 012041           | WILBUR E GOODHUE INC           |        |           |           |          |          |        |           |
| I-RD-2022-0804-1 | WETLAND CREDITS                | R      | 3/18/2024 | 880.00    |          | 246971   |        | 880.00    |
|                  | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 880.00    |
| 002783           | ZIEGLER INC                    |        |           |           |          |          |        |           |
| I-SI000457295    | #255 REBUILD                   | E      | 3/20/2024 | 24,809.93 |          | 008911   |        | 24,809.93 |
|                  | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 24,809.93 |
| 011964           | ZOLL DATA SYSTEMS, INC.        |        |           |           |          |          |        |           |
| I-INV00167754    | 4/01/24-4/30/24 SVCS - FD      | E      | 3/20/2024 | 420.00    |          | 008944   |        | 420.00    |
|                  | *** VENDOR TOTALS ***          |        |           |           |          | 1 CHECKS |        | 420.00    |

|                     |               |                |           |              |
|---------------------|---------------|----------------|-----------|--------------|
| * * T O T A L S * * | NO            | INVOICE AMOUNT | DISCOUNTS | CHECK AMOUNT |
| REGULAR CHECKS:     | 134           | 1,660,895.89   | 0.00      | 1,660,895.89 |
| HAND CHECKS:        | 0             | 0.00           | 0.00      | 0.00         |
| DRAFTS:             | 2             | 102,550.32     | 0.00      | 102,550.32   |
| EFT:                | 68            | 972,781.50     | 0.00      | 972,781.50   |
| 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: APFNB TOTALS: | 204 | 2,736,227.71   | 0.00      | 2,736,227.71 |
| BANK: APFNB TOTALS:                | 204 | 2,736,227.71   | 0.00      | 2,736,227.71 |
| REPORT TOTALS:                     | 204 | 2,736,227.71   | 0.00      | 2,736,227.71 |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 final plat, letter of credit for erosion control, performance and maintenance bond for underground improvements, platted easements, water and sewer connection fees, authorizing cost-participation for sidewalk oversizing and approving the private street name NW Olivia Lane, for The Village at the Grove Plat 1.

---

EXECUTIVE SUMMARY:

The Village at the Grove Plat 1 is a proposed 12.36-acre (+/-) plat located west of NW Weigel Drive and south of NW 18th Street. This plat is Outlot Y in the Reserve at the Grove Plat 1. The subject plat creates 70 bi-attached townhome lots, a lot for a future clubhouse and amenities, private street lot, and associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

---

FISCAL IMPACT: **Yes**

Authorize cost participation request for sidewalk oversizing along NW Weigel Drive in an amount estimated to be \$3,696.00.

---

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on March 5, 2024.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

| Click to download                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------|
|  <a href="#">Resolution</a>       |
|  <a href="#">P&amp;Z Minutes</a>  |
|  <a href="#">Final Plat</a>       |
|  <a href="#">Staff Report</a>     |
|  <a href="#">Aerial Map</a>       |
|  <a href="#">Applicant Letter</a> |

**RESOLUTION**

**RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL, PERFORMANCE AND MAINTENANCE BOND FOR UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, WATER AND SEWER CONNECTION FEES, AUTHORIZING COST-PARTICIPATION FOR SIDEWALK OVERSIZING AND APPROVING THE PRIVATE STREET NAME NW OLIVIA LANE, FOR THE VILLAGE AT THE GROVE PLAT 1**

---

**WHEREAS**, on the 5<sup>th</sup> day of March 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of The Village at the Grove Plat 1; and

**WHEREAS**, the attorney's title opinion, and letter of credit for erosion control, performance bonds for underground improvements, public easement documents and water and sewer connection fees, have been submitted and approved by the Community Development Director.

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

1. That final plat for The Village at the Grove Plat 1 is hereby approved; and
2. That the letter of credit for erosion control is hereby accepted; and
3. That the performance and maintenance bond for underground improvements is hereby accepted; and
4. That the Public Utility Easement and Public Water Main Sanitary Sewer and Ingress/Egress Easement are hereby accepted; and
5. That the Northwest Weigel Water Connection District 1 connection fee of \$14,738.27 is hereby accepted; and
6. That the Rock Creek Trunk Sewer Connection District 3 connection fee of \$20,625.75 is hereby accepted; and
7. That cost participation for sidewalk oversizing be authorized in an amount estimated to be \$3,696.00 is hereby approved; and
8. That the private street name NW Olivia Lane, are hereby approved.

**PASSED AND APPROVED** this 18<sup>th</sup> day of March 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

**Meeting Minutes**  
**Plan & Zoning Commission Meeting**

Tuesday, March 5, 2024

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

**CALL TO ORDER**

Chair Ted Rapp called the March 5, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

**ROLL CALL**

Members present: Ted Rapp, Glenn Hunter, Trina Flack, Annette Renaud, Todd Ripper, Lisa West, and Randy Weisheit. Staff present: Eric Jensen, Eric Carstens, Jake Heil, Ryan Kirschman and Brenda Fuglsang.

**AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the March 5, 2024 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

**CONSENT AGENDA ITEMS**

**Item #2. Village at the Grove Plat 1 Final Plat and Village at the Grove Plat 1 Site Plan**

Motion to recommend City Council approval of Village at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing along NW Weigel Drive in the amount estimated to be \$3,696.00.

Motion to approve Village at the Grove Plat 1 Site Plan subject to recordation of the final plat, and acceptance of the private street name NW Olivia Lane.

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



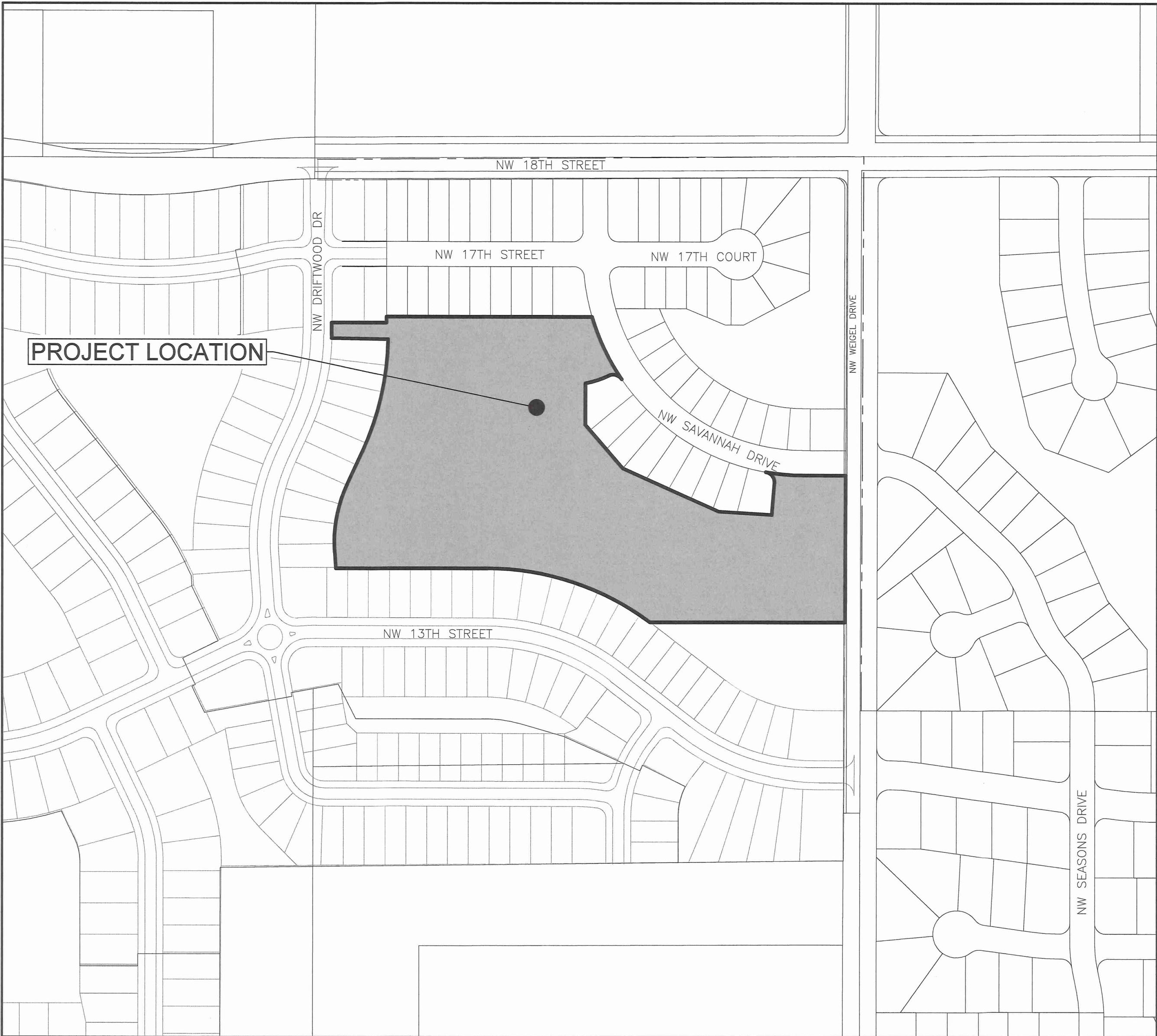
THE VILLAGE AT THE GROVE PLAT 1  
FINAL PLAT

ROLL CALL  
Plan & Zoning Commission  
Ankeny, IA  
Date: March 5, 2024  
Ayes: 7 Nays: 0 Abstain: 0 Absent: 0  
APPROVED  
J. Rapp Chairperson  
Brenda Engberg Secretary

AREA ABOVE RESERVED FOR RECORDER'S STAMP.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
ERIN GRIFFIN  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023  
515-964-2020  
EGRIFIN@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
OUTLOT "Z"  
THE RESERVE AT THE GROVE PLAT 1  
SEC. 16-80-24  
REQUESTED BY:  
GREENLAND HOMES INC.



PLAT DESCRIPTION

OUTLOT "Z", THE RESERVE AT THE GROVE PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

OWNER/APPLICANT

GREENLAND HOMES INC  
1201 SW STATE ST., SUITE 105  
ANKENY, IA 50023  
CONTACT: COREY KAUTZ  
PHONE: 515-865-2546

ZONING

GROVE LANDING P.U.D.

AREA SUMMARY

GROSS AREA = 12.36 ACRES (538,285 S.F.)

BULK REGULATIONS TOWNHOUSE:

FRONT YARD SETBACK = 15' MIN.  
SIDE YARD SETBACK = 5' MIN. ONE SIDE, 10' TOTAL  
REAR YARD SETBACK = 15' MIN.  
LOT WIDTH = 20' MIN.  
LOT AREA = 1,000 SF MIN.

FEMA FIRM DESIGNATION

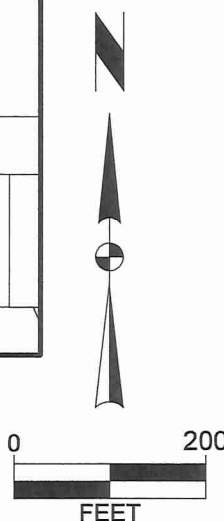
PANEL # 19153C018F EFFECTIVE DATE OF 5/6/22

DATE OF SURVEY

JANUARY 12, 2023

NOTES

- 8' SIDEWALKS ARE REQUIRED ON THE WEST SIDE OF NW WEIGEL DRIVE.
- DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION ALONG NW WEIGEL DRIVE.
- NO DRIVEWAY ACCESS IS PERMITTED DIRECTLY OFF OF NW WEIGEL DRIVE.
- NO FENCES OR SHEDS ARE ALLOWED ALONG NW WEIGEL DRIVE IN THE 25' LANDSCAPE BUFFER EASEMENT.
- LANDSCAPE BUFFER REQUIREMENTS ALONG NW WEIGEL DRIVE SHALL BE 3 TREES AND 5 SHRUBS EVERY 50-60 FEET.



LEGEND

FEATURES

Section Corner  
1/2" Rebar, Yellow Plastic Cap #16747  
1/2" Rebar, Yellow Plastic Cap #19710  
ROW Rail  
Control Point  
Bench Mark  
Platted Distance  
Measured Bearing & Distance  
Recorded As  
Deed Distance  
Calculated Distance  
Minimum Protection Elevation  
Centerline  
Section Line  
1/4 Section Line  
1/4 1/4 Section Line  
Easement Line

FOUND

HP  
GCP  
P  
M  
R  
D  
C  
MPE

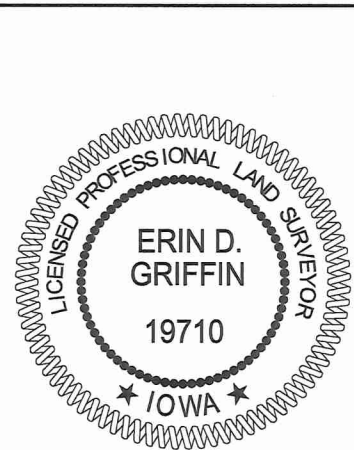
SET

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MAR 12 2024

CITY OF ANKENY



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.  
Erin D. Griffin, PLS  
License Number 19710  
My License Renewal Date is December 31, 2025  
Pages or sheets covered by this seal:  
Sheets 1 & 2, of 2

THE VILLAGE AT THE GROVE PLAT 1

FINAL PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC. |



Project No: 122.0603.01

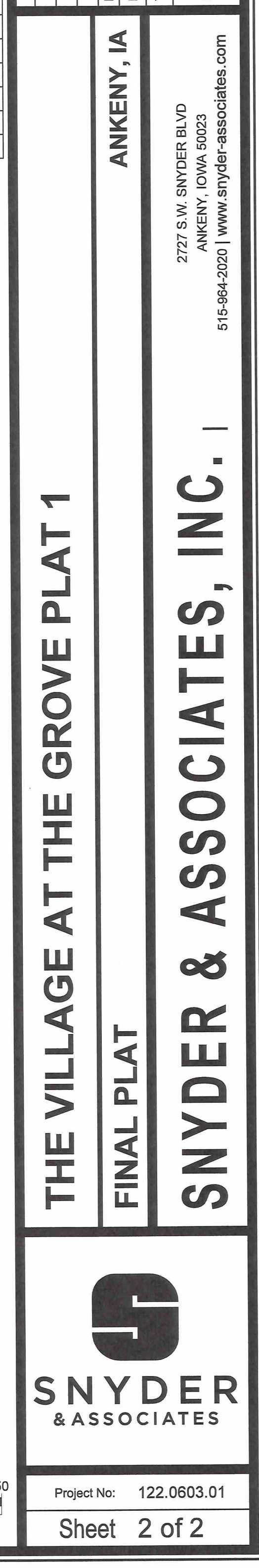
Sheet 1 of 2

2727 S.W. SNYDER BLVD  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

Project No: 122.0603.01

Sheet 1 of 2



[illegible]





*Plan and Zoning Commission  
Staff Report*

*Meeting Date: March 5, 2024*

**Agenda Item:** Village at the Grove Final Plat and Site Plan  
**Report Date:** February 28, 2024  
**Prepared by:** Jake Heil, *ESC*  
Associate Planner

**Staff Recommendation:**

That the Plan and Zoning Commission recommend City Council approval of Village at the Grove Plat 1 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing along NW Weigel Drive in the amount estimated to be \$3,696.00.

That the Plan and Zoning Commission approve Village at the Grove Site Plan subject to recordation of the final plat, and acceptance of the private street name NW Olivia Lane.

**Project Summary:**

The Village at the Grove Plat 1 is a proposed 12.36-acre (+/-) plat located west of NW Weigel Drive and south of NW 18th Street. This plat is Outlot Y in the Reserve at the Grove Plat 1. The subject plat creates 70 bi-attached townhome lots, a lot for a future clubhouse and amenities, private street lots, and associated utilities and easements. The proposed plat is in general conformance with the Grove Landing PUD that was approved by the City Council February 15, 2021.

**Project Report:**

The general layout of the project site shows 70 bi-attached townhome lots along a looping private drive. Access to the plat is provided via NW Olivia Lane which provides two entrances, both onto NW Savannah Drive; one to the northern part of the proposed plat, near NW 17th Street and a second access to the east near NW Weigel Drive. The development will be required to have five-foot sidewalks.

Eight-inch water and eight-inch sanitary service will be extended along NW Olivia Lane for the proposed development and will connect to the existing services off of NW Savannah Drive. Stormwater for this plat is handled by a series of open drainage ditches and storm sewer mains, that flow to the northeast part of the plat. Stormwater then flows west via a 24-inch storm sewer main that drains into Outlot X in The Reserve at the Grove Plat 1. Storm water will then convey from these detention ponds to the north and east to Rock Creek, which eventually drains south and west towards the Saylorville Reservoir.

A landscaping plan has been included as part of the site plan. Screening has been provided along all of the site's boundaries and along NW Weigel Drive. This screening is in conformance with the landscaping guidelines laid out in the Grove Landing PUD. Headlight screening adjacent to the open parking stalls has also been included where necessary. All other open space and landscaping requirements have been met. A total of 158 parking stalls are required for a development of this kind. The site proposes 158 parking stalls in total. 140 parking stalls are provided at each unit in the form of garages and driveways, and an additional 18 open parking stalls are provided throughout the site, meeting the minimum parking requirements.

**CITY OF ANKENY  
SUBDIVISION DATA**

**NAME OF PLAT:** Village at the Grove Plat 1  
**NAME OF OWNER/DEVELOPER:** Greenland Homes, Inc

---

**GENERAL INFORMATION:**

**PLAT LOCATION:** West of NW Weigel Drive; south of NW 18th Street.  
**SIZE OF PLAT:** 12.36 acres  
**ZONING:** Grove Landing PUD

**LOTS:**

**NUMBER:** 70 bi-attached townhome lots  
**SIZE/DENSITY:** 5.66 units per acre  
**USE:** Residential  
**BUILDING LINES:** **Parcel A:**  
Front: 15'  
Rear: 15'  
Side: 5' min. one side, 10' total

**PARK SITE DEDICATION:**

The parkland dedication requirement for Village at the Grove Plat 1 is 1.24 acres, but parkland is not proposed with this plat. The developer dedicated 8.1 acres of parkland with the Grove Landing Plat 2 final plat, which meets all of the park site dedication for the Grove Landing PUD.

**ADJACENT LANDS:**

**NORTH:** Grove Landing PUD (Reserve at the Grove Plat 1)  
**SOUTH:** Grove Landing PUD (Plat 1)  
**EAST:** Grove Landing PUD (Plat 1)  
**WEST:** R-2: One-Family and Two-Family Residence District with restrictions

**STREET DEVELOPMENT:**

All proposed streets in the development will be private.

**WASTE WATER:**

PROJECTED FLOWS: 70 lots X 300 gallons per lot = 21,000 GPD

TREATMENT PLANT CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Interceptor

**STORM WATER:**

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

**WATER SYSTEM:**

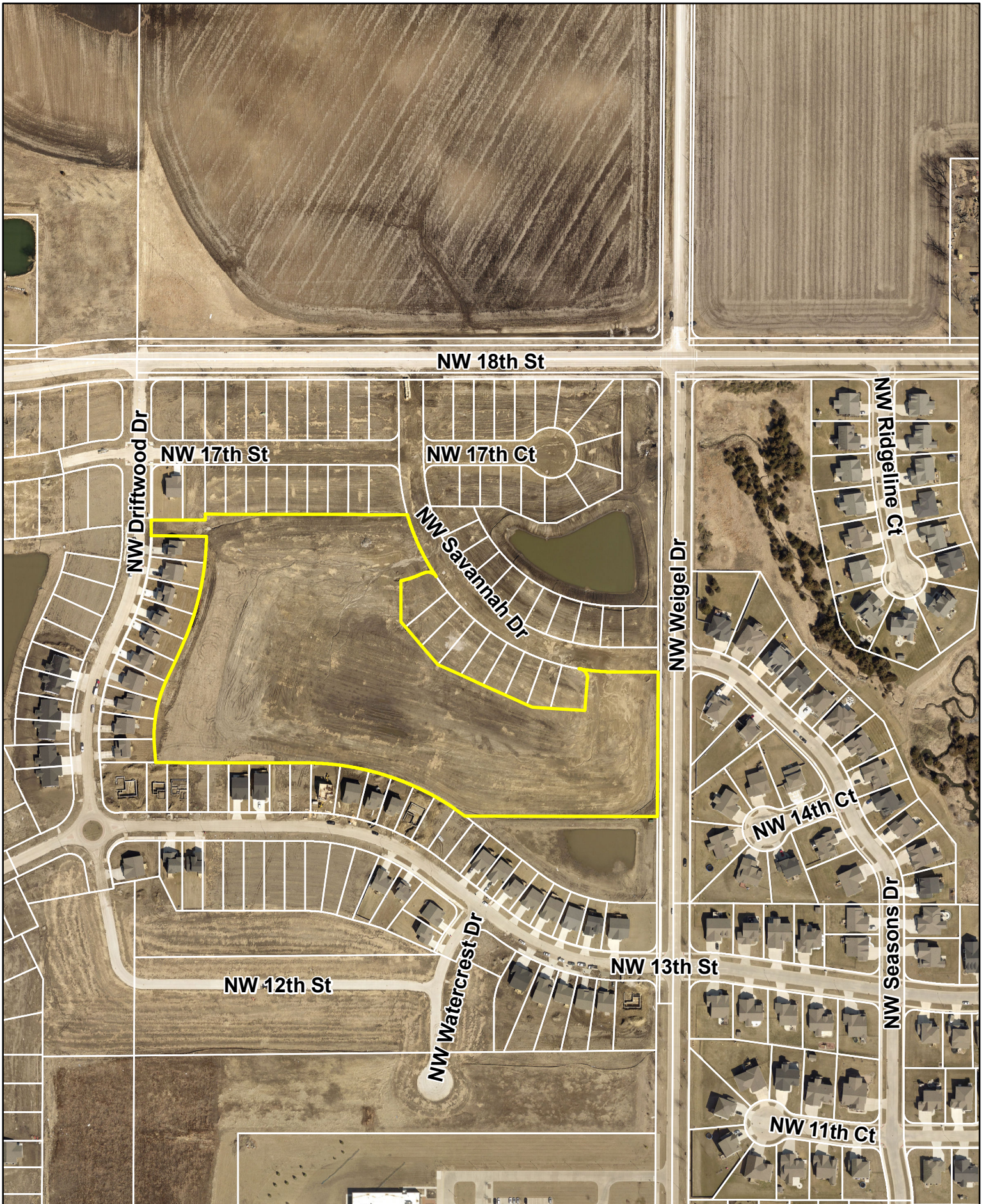
USAGE: 12.36 acres of developable land X 1,000 gallons/day = 12,360 GPD

SUPPLY CAPACITY: 15 MGD; Current daily avg. 6.5 MGD

**FINAL PLAT DRAWING:** Staff recommends approval.

**CONSTRUCTION PLANS:** To be approved by staff.









**SNYDER**  
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

March 8, 2024

Planning and Zoning Commission & City Council  
City of Ankeny  
1210 NW Prairie Ridge Dr.  
Ankeny, Iowa 50023

RE: THE VILLAGE AT THE GROVE PLAT 1  
SITE PLAN, FINAL PLAT AND CONSTRUCTION DRAWING RESUBMITTAL  
S&A PROJECT NO. 122.0603.01

Dear Honorable Mayor, City Council Members, & Planning and Zoning Commission:

On behalf of Greenland Homes, please find accompanying the revised Construction Drawings and Final Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The development is proposed for 70 townhome lots with associated utility and site infrastructure. Upon approval, construction is proposed to begin in the Spring of 2024.

In keeping with City policy, we respectfully request cost participation in the following amounts along NW Weigel Drive:

- \$3,696.00 for upsizing 352 LF at \$10.50 per linear foot to an 8-foot wide trail

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,  
SNYDER AND ASSOCIATES, INC.

Eric D. Cannon, P.E.

Cc: Corey Kautz, Greenland Homes Inc  
File

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MAR 08 2024

CITY OF ANKENY

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974  
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer in The Village at the Grove Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                              |
|--------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                            |
|  <a href="#">Resolution</a> |



## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN AND SANITARY SEWER IN THE VILLAGE AT THE GROVE PLAT 1**

---

**WHEREAS**, the plans and specifications for the construction of water main and sanitary sewer in The Village at the Grove Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the Plan and Zoning Commission and the City Council have granted approval of the final plat for The Village at the Grove Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 grant preliminary approval of The Crossings at Deer Creek Plat 13; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

---

EXECUTIVE SUMMARY:

The Crossings at Deer Creek Plat 13 is a proposed 19.91-acre (+/-) plat located north of E 1<sup>st</sup> Street, and immediately west of NE 38<sup>th</sup> Street. The subject plat creates 60 single-family residential lots, six street lots, and two outlots. All 60 single-family residential lots are platted in accordance with the amended Deer Creek PUD Conceptual Master Plan, approved in 2018; and the Deer Creek South Phase 3 Preliminary Plat, approved in 2020.

---

FISCAL IMPACT: **Yes**

Cost participation for the extension of 16-inch water main along NE 38th Street in an amount estimated to be \$30,375.

Cost participation for the extension of 15-inch sanitary sewer along NE 6th Street in an amount estimated to be \$6,750.

---

CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended that City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat at their meeting on October 3, 2023.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                  |
|  <a href="#">Staff Report</a>     |
|  <a href="#">Aerial Map</a>       |
|  <a href="#">P&amp;Z Minutes</a>  |
|  <a href="#">Applicant Letter</a> |
|  <a href="#">Final Plat</a>     |



*Plan and Zoning Commission  
Staff Report*

*Meeting Date: October 3, 2023*

---

**Agenda Item:** The Crossings at Deer Creek Plat 13 – Final Plat  
**Report Date:** September 26, 2023  
**Prepared By:** Derek Silverthorn  
Associate Planner

ESC

**Staff Recommendation:**

That the Plan and Zoning Commission recommend that City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

**Project Summary:**

The Crossings at Deer Creek Plat 13 is a proposed 19.91-acre (+/-) plat located north of E 1<sup>st</sup> Street, and immediately west of NE 38<sup>th</sup> Street. The subject plat creates 60 single-family residential lots, six street lots, and two outlots. All 60 single-family residential lots are platted in accordance with the amended Deer Creek PUD Conceptual Master Plan, approved in 2018; and the Deer Creek South Phase 3 Preliminary Plat, approved in 2020.

**Project Report:**

**Streets:** The proposed development will provide extensions of existing portions of NE 3<sup>rd</sup> Street, NE 5<sup>th</sup> Street, NE 6<sup>th</sup> Street, NE 7<sup>th</sup> Street/Court, NE Doe Pointe Drive, and NE Crossing Oaks Drive from the north and west. Of these extensions, NE 3<sup>rd</sup> Street and NE 6<sup>th</sup> Street will create intersections with NE 38<sup>th</sup> Street—both widened with center left-turn lanes onto northbound NE 38<sup>th</sup> Street. NE 38<sup>th</sup> Street will also be widened to accommodate northbound center left-turn lanes from NE 38<sup>th</sup> Street onto westbound NE 3<sup>rd</sup> Street and NE 6<sup>th</sup> Street. All proposed streets in the development will be required to have five-foot sidewalk.

A temporary traffic signal will be installed at the intersection of E 1<sup>st</sup> Street and SE Four Mile Drive due to the Deer Creek PUD reaching the peak hour warrant based on traffic study findings. The construction of traffic signal improvements and associated Development Agreement are tied to Plat 15; however, the traffic signal is warranted with construction of either plat 13 or 15, depending on whichever public improvements are accepted by City Council first. The associated development agreement outlines cost participation responsibilities between the City and developer for traffic signal improvements, including the addition of left-turn lanes on E 1st Street for a 50-foot left-turn lane west of SE Four Mile Drive and a 150-foot left-turn lane east of SE Four Mile Drive.

**Water:** Eight-inch water main will be extended from adjacent plats to the north, west, and south throughout the subject development, connecting to a 16-inch water main that will be installed along NE 38<sup>th</sup> Street via City cost participation in an amount estimated to be \$30,375.

- Sewer: Eight-inch sanitary sewer will be extended from adjacent plats to the north, west, and south throughout the subject development. The subject plat will extend 15-inch trunk sewer along NE 6<sup>th</sup> Street to the intersection at NE 38<sup>th</sup> Street via City cost participation in an amount estimated to be \$6,750. Wastewater in the development will be conveyed off-site to the west into the Four Mile Interceptor.
- Drainage: Lots 1-6 will drain to the west into a storm sewer constructed with Plat 10 to carry stormwater to an existing pond in Plat 10. The southwest portion of the subject plat will drain to Outlot X—an extension of a detention pond created with Plat 11—while the remaining plat area south of NE 6<sup>th</sup> Street will drain to a detention pond located on Outlot Z. Both detention ponds on Outlots X and Z, as well as the remaining plat area north of NE 6<sup>th</sup> Street will drain off-site to the north into a detention pond located in Plat 12. All stormwater for the Deer Creek PUD will ultimately be conveyed into Deer Creek.
- Parkland: Parkland within the Deer Creek PUD includes a 6.61-acre park located on Outlot W, The Crossings at Deer Creek Plat 12, which was deeded to the City on January 10, 2023. In order to fulfill the remaining parkland dedication requirement as specified in the City's Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for development, the developer requests that the City accept payment in lieu of parkland for the subject plat, in an amount equal to \$9,720 based on \$12,000 per acre.

**CITY OF ANKENY  
SUBDIVISION DATA**

**NAME OF PLAT:** The Crossings at Deer Creek Plat 13  
**NAME OF OWNER/ DEVELOPER:** Deer Creek Estates, LLC

---

**GENERAL INFORMATION:**

PLAT LOCATION: North of E 1<sup>st</sup> Street, immediately west of NE 38<sup>th</sup> Street  
SIZE OF PLAT: 19.91 acres  
ZONING: Deer Creek PUD

**LOTS:**

NUMBER: 60 single-family lots; six street lots; two outlots  
SIZE/DENSITY: 6.06 units per acre  
USE: Residential

**BUILDING LINES:**     **Lots 1-33: 60' min. lot width**  
Front:     30' for garage doors  
              25' for house  
              15' for porch  
Rear:     30' (decks may extend 12' into)  
              10' for front-loaded detached garage  
Side:     12' total (min. 6' one side)

**Lots 34-60: 50' min. lot width**  
Front:     30' for garage doors  
              25' for house  
              15' for porch  
Rear:     30' (decks may extend 12' into)  
              10' for front-loaded detached garage  
Side:     10' total (min. 5' one side)  
              20' for side street

**ADJACENT LANDS:**

NORTH: Undeveloped; Canyon Landing PUD  
SOUTH: First Street Commons, Deer Creek PUD  
EAST: NE 38<sup>th</sup> Street; Undeveloped (Polk County)  
WEST: The Crossings at Deer Creek Plats 10 & 11

**PARKLAND DEDICATION:**

Parkland within the Deer Creek PUD includes a 6.61-acre park located on Outlot W, The Crossings at Deer Creek Plat 12, which was deeded to the City on January 10, 2023. In order to fulfill the remaining parkland dedication requirement as specified in the City's Subdivision Regulations in Chapter 200.35.A.1 (Criteria for Requiring Parkland Dedication) for development, the developer requests that the City accept payment in lieu of parkland for the subject plat, in an amount equal to \$9,720 based on \$12,000 per acre.

**STREET DEVELOPMENT:**

NAME: NE 3<sup>rd</sup> Street  
LENGTH: 482'  
CLASSIFICATION: Normal Residential  
R.O.W. (REQ'D./PROV.): 60'/60'  
PAVEMENT WIDTH: 27'

NAME: NE 5<sup>th</sup> Street  
LENGTH: 171'  
CLASSIFICATION: Normal Residential  
R.O.W. (REQ'D./PROV.): 60'/60'  
PAVEMENT WIDTH: 27'

NAME: NE 6<sup>th</sup> Street  
LENGTH: 524'  
CLASSIFICATION: Minor Collector  
R.O.W. (REQ'D./PROV.): 70'/70'  
PAVEMENT WIDTH: 31'

NAME: NE 7<sup>th</sup> Street  
LENGTH: 497'  
CLASSIFICATION: Normal Residential  
R.O.W. (REQ'D./PROV.): 60'/60'  
PAVEMENT WIDTH: 27'

NAME: NE 38<sup>th</sup> Street  
LENGTH: 1212'  
CLASSIFICATION: Minor Arterial  
R.O.W. (REQ'D./PROV.): 120'/60' (half right-of-way)  
PAVEMENT WIDTH: Varies

NAME: NE Doe Pointe Drive  
LENGTH: 407'  
CLASSIFICATION: Normal Residential  
R.O.W. (REQ'D./PROV.): 60'/60'  
PAVEMENT WIDTH: 27'

NAME: NE Crossing Oaks Drive  
LENGTH: 263'  
CLASSIFICATION: Normal Residential  
R.O.W. (REQ'D./PROV.): 60'/60'  
PAVEMENT WIDTH: 27'

**WASTE WATER:**

PROJECTED FLOWS: 60 units X 3 persons/unit X 330 GPD/person = 59,400 GPD

WRA CAPACITY: 47 MGD; current daily avg. 18 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Interceptor

**STORM WATER:**

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

**WATER SYSTEM:**

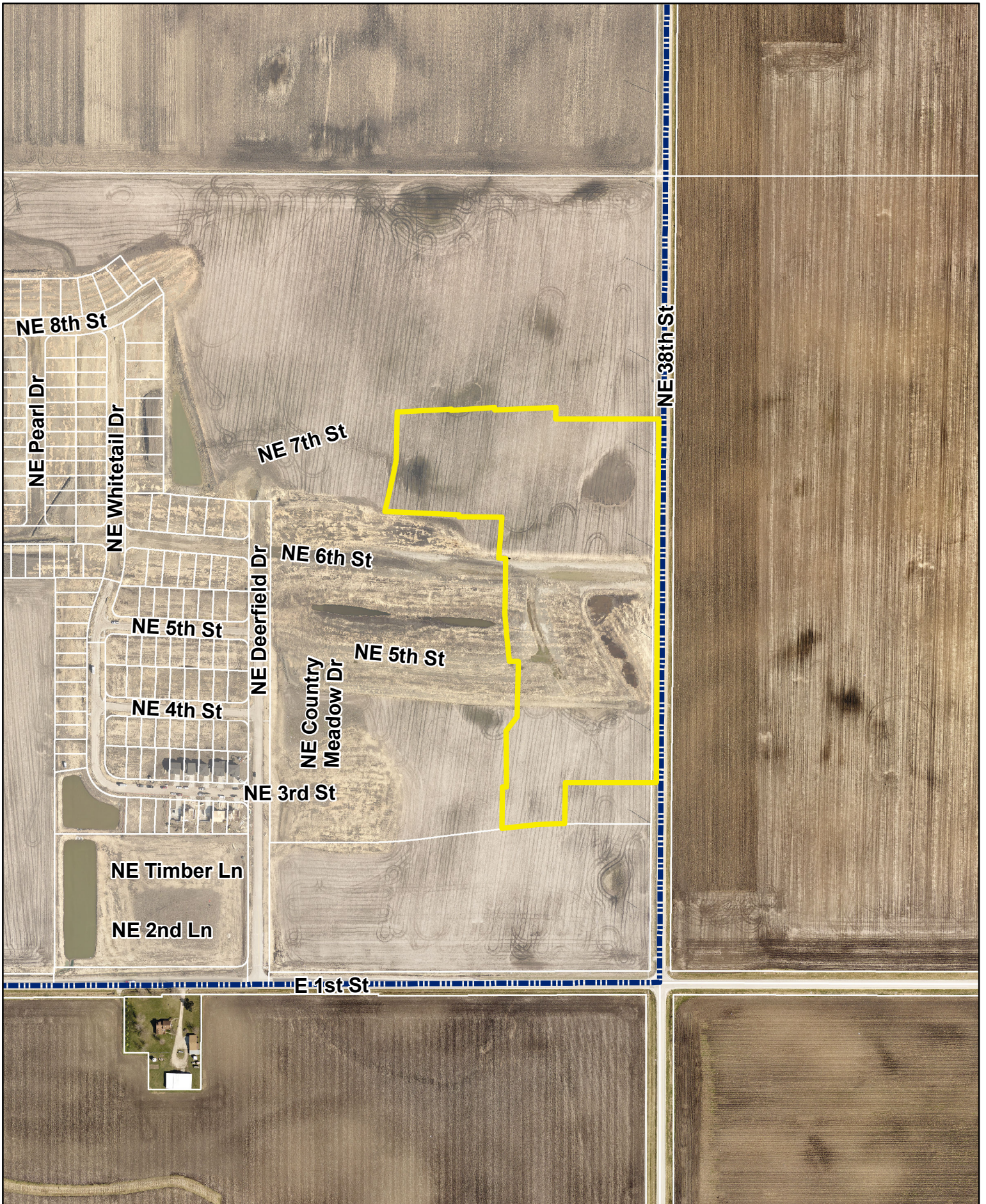
USAGE: 60 units X 3 persons/unit X 100 GPD/person = 18,000 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

**FINAL PLAT DRAWING:** Staff recommends approval.

**CONSTRUCTION PLANS:** To be approved.





N



1 inch = 400 feet

Date: 10/27/2021

## The Crossings at Deer Creek Plat 13



**Meeting Minutes**  
**Plan & Zoning Commission Meeting**  
Tuesday, October 3, 2023  
Ankeny City Council Chambers, Second Floor  
1250 SW District Drive, Ankeny, Iowa

**CALL TO ORDER**

Chair Ted Rapp called the October 3, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

**ROLL CALL**

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

**AMENDMENTS TO THE AGENDA**

Motion by T.Flack to approve and accept the October 3, 2023 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 - 0.

**CONSENT AGENDA ITEMS**

**Item #4. The Crossings at Deer Creek Plat 13 Final Plat**

Motion to recommend City Council grant preliminary approval of The Crossings at Deer Creek Plat 13 Final Plat; and authorize cost participation for the extension of 16-inch water main in an amount estimated to be \$30,375, and 15-inch sanitary sewer in an amount estimated to be \$6,750.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1 - #4. Second by R.Weisheit. All voted aye. Motion carried 6– 0.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,  
PLANNERS & SURVEYORS

September 26, 2023

Honorable Mayor, City Council and Plan and Zoning Commission Members  
c/o Derek Silverthorn  
City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, Iowa 50023

RE: The Crossings at Deer Creek Plat 13  
Final Plat and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of Deer Creek Ankeny, Inc., we are pleased to submit herewith a final plat and construction drawings for The Crossings at Deer Creek Plat 13 located within the Deer Creek PUD, east of NE Four Mile Drive, north of E 1<sup>st</sup> Street. The property contains approximately 19.9 acres.

Plat 13 will include development of 60 single family lots, which is consistent with the Deer Creek PUD and Deer Creek South Phase 3 preliminary plat. The project contains several new public streets including the extension of NE 3<sup>rd</sup> Street, NE 5<sup>th</sup> Street, NE Crossing Oaks Drive, NE Doe Pointe Drive, and NE 7<sup>th</sup> Street.

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting. We respectfully request the City's consideration for cost participation, in accordance with City policy, for the extension of 16-inch water main in the amount of \$25/LF (\$30,375 total) and 15-inch sanitary sewer in the amount of \$15/LF (\$6,750 total).

Sincerely,  
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding, Project Manager

cc: Jeff Grubb, Deer Creek Ankeny, Inc.



FILE: H:\2021\210314\DWG\210314-FINAL PLAT.DWG  
PLOT DATE: 9/19/2023  
PLOT BY: J. M. KELEHAN  
COMMENT: 210314-1  
DATE PLOTTED: 9/19/2023 8:50 AM

INDEX LEGEND  
LOCATION: SEC 17-80-23, PT SE1/4  
ANKENY, POLK COUNTY, IOWA  
REQUESTOR: DEER CREEK ANKENY, INC.  
PROPRIETOR: DEER CREEK ESTATES LLC  
160 ADVENTURELAND DRIVE NW  
ALTOONA, IOWA 50009  
SURVEYOR: LOUIS M. KELEHAN  
SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE  
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: 515-369-4400

OWNER

DEER CREEK ESTATES LLC  
CONTACT: JEFF GRUBB  
160 ADVENTURELAND DRIVE NW  
ALTOONA, IOWA 50009  
PH: (515) 208-5227

DEVELOPER

DEER CREEK ANKENY, INC.  
CONTACT: JEFF GRUBB  
160 ADVENTURELAND DRIVE NW  
ALTOONA, IOWA 50009  
PH: (515) 208-5227

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE  
CONTACT: EMILY HARDING  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: (515) 369-4400

DATE OF SURVEY

FIELDWORK: DECEMBER, 2020

PLAT DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE CROSSINGS AT DEER CREEK PLAT 11, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 07°00'00" WEST ALONG THE EASTERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 11, A DISTANCE OF 130.06 FEET; THENCE NORTH 83°00'00" EAST CONTINUING ALONG SAID EASTERLY LINE, 11.24 FEET; THENCE NORTH 07°00'00" WEST CONTINUING ALONG SAID EASTERLY LINE, 185.00 FEET; THENCE NORTH 31°18'46" EAST CONTINUING ALONG SAID EASTERLY LINE, 64.47 FEET; THENCE NORTH 05°09'38" WEST CONTINUING ALONG SAID EASTERLY LINE, 185.00 FEET; THENCE WESTERLY CONTINUING ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 320.00 FEET, WHOSE ARC LENGTH IS 21.41 FEET AND WHOSE CHORD BEARS SOUTH 86°45'22" WEST, 21.41 FEET; THENCE NORTH 07°35'26" WEST CONTINUING ALONG SAID EASTERLY LINE AND THE EASTERLY LINE OF THE CROSSINGS AT DEER CREEK PLAT 10, AN OFFICIAL PLAT IN SAID CITY OF ANKENY, 159.00 FEET; THENCE NORTH 01°24'41" EAST CONTINUING ALONG SAID EASTERLY LINE OF THE CROSSINGS AT DEER CREEK PLAT 10, A DISTANCE OF 103.09 FEET; THENCE NORTH 05°06'23" EAST CONTINUING ALONG SAID EASTERLY LINE, 70.00 FEET; THENCE NORTH 84°53'37" WEST CONTINUING ALONG SAID EASTERLY LINE, 14.74 FEET; THENCE NORTH 05°06'23" EAST CONTINUING ALONG SAID EASTERLY LINE, 130.00 FEET; THENCE NORTH 84°53'37" WEST CONTINUING ALONG SAID EASTERLY LINE, 143.00 FEET; THENCE NORTH 05°06'23" EAST CONTINUING ALONG SAID EASTERLY LINE, 6.57 FEET; THENCE NORTH 84°53'37" WEST CONTINUING ALONG SAID EASTERLY LINE, 225.59 FEET; THENCE NORTH 13°32'30" EAST CONTINUING ALONG SAID EASTERLY LINE, 242.61 FEET; THENCE NORTH 00°17'29" EAST CONTINUING ALONG SAID EASTERLY LINE, 120.00 FEET; THENCE NORTH 02°19'31" WEST CONTINUING ALONG SAID EASTERLY LINE, 25.18 FEET; THENCE NORTH 87°41'30" EAST, 199.73 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 630.00 FEET, WHOSE ARC LENGTH IS 14.73 FEET AND WHOSE CHORD BEARS SOUTH 01°38'19" EAST, 14.73 FEET; THENCE NORTH 89°01'52" EAST, 134.89 FEET; THENCE SOUTH 02°45'58" EAST, 8.47 FEET; THENCE NORTH 89°39'55" EAST, 195.00 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 960.00 FEET, WHOSE ARC LENGTH IS 49.79 FEET AND WHOSE CHORD BEARS SOUTH 01°09'04" WEST, 49.79 FEET; THENCE SOUTH 87°21'47" EAST, 308.39 FEET; THENCE NORTH 89°44'42" EAST, 60.00 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°21'27" WEST ALONG SAID EAST LINE, 1212.13 FEET TO THE NORTHEAST CORNER OF PARCEL '2021-34' AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 18471, PAGE 815 BEING A PART OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°38'33" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL '2021-34', A DISTANCE OF 262.21 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1970.00 FEET, WHOSE ARC LENGTH IS 76.69 FEET AND WHOSE CHORD BEARS SOUTH 89°14'32" WEST, 76.68 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '2021-34'; THENCE SOUTH 01°52'22" EAST ALONG THE WESTERLY LINE OF SAID PARCEL '2021-34', A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2021-34', SAID POINT BEING ON THE NORTHERLY LINE OF PARCEL '2019-184' AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 17498, PAGE 244 BEING A PART OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87°21'40" WEST ALONG SAID NORTHERLY LINE, 49.20 FEET; THENCE SOUTH 85°49'45" WEST CONTINUING ALONG SAID NORTHERLY LINE, 49.20 FEET; THENCE SOUTH 84°17'50" WEST CONTINUING ALONG SAID NORTHERLY LINE, 49.20 FEET; THENCE SOUTH 83°01'04" WEST CONTINUING ALONG SAID NORTHERLY LINE, 50.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.91 ACRES (867,395 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- OUTLOTS 'X' AND 'Z' WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION AND WILL BE RESERVED FOR THE STORM WATER MANAGEMENT FACILITY EASEMENT.
- THE DEVELOPER WILL BE RESPONSIBLE FOR STREET LIGHT INSTALLATION WITHIN THE PLAT BOUNDARY.
- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING A TEMPORARY TRAFFIC SIGNAL AND ALL RELATED APPURTENANCES AT THE INTERSECTION OF SE FOUR MILE DRIVE & E. 1ST STREET. THE DEVELOPER'S FINANCIAL PORTION OF RESPONSIBILITY FOR THE TEMPORARY TRAFFIC SIGNAL WILL BE RESOLVED THROUGH A DEVELOPMENT AGREEMENT.
- STREET LOTS 'A', 'B', 'C', 'D', 'E' AND 'F' TO BE DEDICATED TO THE CITY OF ANKENY & SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.
- FENCES ON LOTS ADJACENT TO NE 38TH STREET SHALL BE SETBACK 20' FROM THE NE 38TH STREET RIGHT-OF-WAY. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE 38TH STREET RIGHT-OF-WAY WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE NE 38TH STREET RIGHT-OF-WAY.
- NO LOTS SHALL HAVE DIRECT ACCESS TO NE 38TH STREET.
- DRIVEWAY LOCATIONS FOR LOTS 2, 21, 29 & 37 NEED TO AVOID THE SIDEWALK RAMPS.
- THE DRIVEWAY FOR LOT 57 SHALL BE PLACED TO AVOID THE STORM SEWER MANHOLE.
- SIDE YARD (EGRESS) WINDOWS ALONG THE SWALE BETWEEN LOTS 53/54 AND LOTS 40/41 ARE NOT ALLOWED.

ZONING AND BULK REGULATIONS

ZONING  
DEER CREEK PUD

BULK REGULATIONS  
LOTS 1-33

MINIMUM LOT WIDTH: 60 FEET

FRONT: 30 FEET FOR GARAGE DOORS  
25 FEET FOR HOUSE  
15 FEET PORCH

REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB)  
10 FEET FOR FRONT-LOADED DETACHED GARAGE

REAR LOADED GARAGE: MINIMUM 7 FEET OR GREATER THAN 18 FEET  
SIDE: 12 FEET TOTAL (MIN. 6' ONE SIDE)

R-2 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED WITHIN THIS PUD

LOTS 34-60

MINIMUM LOT WIDTH: 50 FEET

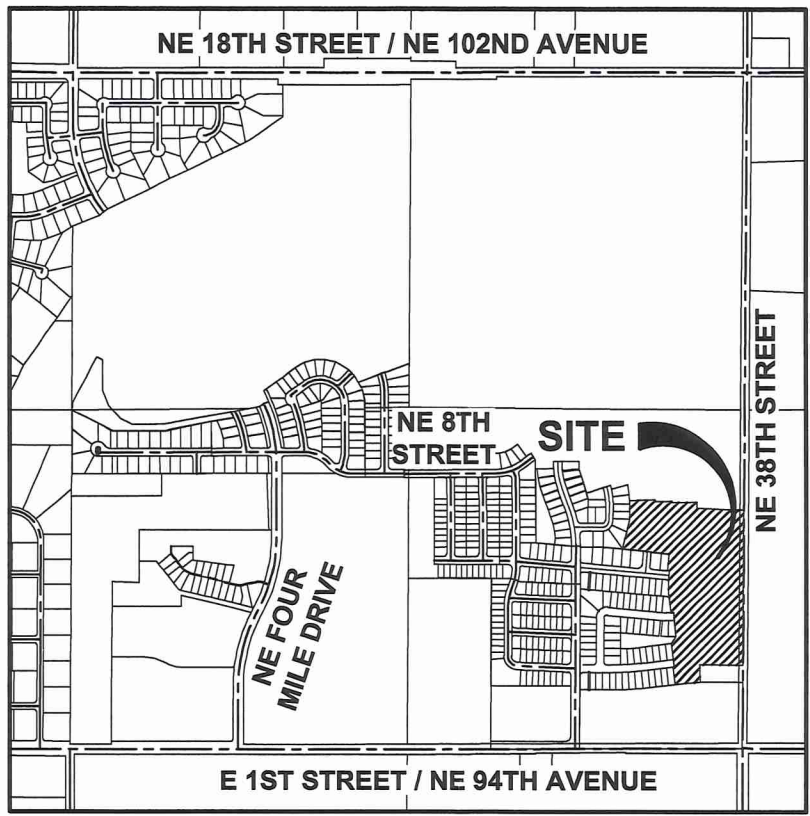
FRONT: 30 FEET FOR GARAGE DOORS  
25 FEET FOR HOUSE  
15 FEET PORCH

REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB)  
10 FEET FOR FRONT-LOADED DETACHED GARAGE

REAR LOADED GARAGE: MINIMUM 7 FEET OR GREATER THAN 18 FEET  
SIDE: 10 FEET TOTAL (MIN. 5' ONE SIDE), 20 FEET FOR SIDE STREET

R-3 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED WITHIN THIS PUD

VICINITY MAP



ANKENY, IOWA

LEGEND

SECTION CORNER AS NOTED  
1/2" REBAR, YELLOW CAP#18660  
(UNLESS OTHERWISE NOTED)  
MEASURED BEARING & DISTANCE  
RECORDED BEARING & DISTANCE  
DEEDED BEARING & DISTANCE  
PUBLIC UTILITY EASEMENT  
CURVE ARC LENGTH  
LOT ADDRESS  
CENTERLINE  
SECTION LINE  
EASEMENT LINE  
BUILDING SETBACK LINE  
PLAT BOUNDARY

FOUND SET  
▲ △  
● ○  
M  
R  
D  
P.U.E.  
AL  
(1234)  
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CURVE DATA

| CURVE | DELTA      | RADIUS   | LENGTH  | BEARING     | CHORD   | CURVE | DELTA     | RADIUS   | LENGTH  | BEARING     | CHORD   |
|-------|------------|----------|---------|-------------|---------|-------|-----------|----------|---------|-------------|---------|
| C1    | 2°13'49"   | 1970.00' | 76.69'  | S89°14'32"W | 76.68'  | C41   | 8°29'46"  | 380.00'  | 56.35'  | S17°38'00"E | 56.30'  |
| C2    | 2°58'18"   | 960.00'  | 49.79'  | S01°09'04"W | 49.79'  | C42   | 88°08'37" | 25.00'   | 38.46'  | S22°11'25"W | 34.78'  |
| C3    | 7°21'27"   | 2000.00' | 256.82' | N86°40'43"E | 256.65' | C43   | 18°34'39" | 320.00'  | 103.76' | S75°33'03"W | 103.30' |
| C4    | 32°21'27"  | 350.00'  | 197.66' | S15°49'17"E | 195.04' | C44   | 7°04'41"  | 380.00'  | 46.94'  | N81°18'02"E | 46.91'  |
| C5    | 2°04'03"   | 350.00'  | 12.63'  | S30°57'59"E | 12.63'  | C45   | 12°51'23" | 380.00'  | 85.27'  | N71°20'00"E | 85.09'  |
| C6    | 35°02'21"  | 350.00'  | 214.04' | S12°24'47"E | 210.72' | C46   | 83°05'42" | 25.00'   | 36.26'  | S73°32'51"E | 33.16'  |
| C7    | 24°46'19"  | 350.00'  | 151.32' | N72°27'13"E | 150.15' | C47   | 4°37'03"  | 320.00'  | 25.79'  | S29°41'29"E | 25.78'  |
| C8    | 0°11'00"   | 1495.00' | 4.78'   | S84°59'07"E | 4.78'   | C48   | 5°09'49"  | 320.00'  | 28.84'  | N24°48'03"W | 28.83'  |
| C9    | 4°55'24"   | 1495.00' | 128.46' | S87°32'18"E | 128.42' | C49   | 14°21'41" | 320.00'  | 80.21'  | S20°12'07"E | 80.00'  |
| C10   | 1°20'22"   | 630.00'  | 14.73'  | S01°38'19"E | 14.73'  | C50   | 90°44'29" | 25.00'   | 39.59'  | S44°29'20"W | 35.58'  |
| C11   | 5°26'28"   | 930.00'  | 88.32'  | S02°23'09"W | 88.29'  | C51   | 3°18'29"  | 2030.00' | 117.20' | S88°12'20"W | 117.19' |
| C12   | 3°08'55"   | 350.00'  | 19.23'  | S86°28'04"E | 19.23'  | C52   | 1°23'39"  | 2030.00' | 49.39'  | S85°51'16"W | 49.39'  |
| C13   | 7°24'54"   | 600.00'  | 77.65'  | S01°23'57"W | 77.59'  | C53   | 1°23'39"  | 2030.00' | 49.39'  | S84°27'37"W | 49.39'  |
| C14   | 7°24'54"   | 570.00'  | 73.77'  | S01°23'57"W | 73.71'  | C54   | 0°45'48"  | 2030.00' | 27.04'  | S83°22'54"W | 27.04'  |
| C15   | 5°41'17"   | 630.00'  | 62.54'  | N01°52'31"E | 62.52'  | C55   | 0°31'52"  | 1970.00' | 18.26'  | N83°15'56"E | 18.26'  |
| C16   | 0°23'14"   | 630.00'  | 4.26'   | N04°54'46"E | 4.26'   | C56   | 1°31'55"  | 1970.00' | 52.68'  | N84°17'50"E | 52.67'  |
| C17   | 90°00'00"  | 25.00'   | 39.27'  | N39°53'37"W | 35.36'  | C57   | 1°31'55"  | 1970.00' | 52.68'  | N85°49'45"E | 52.67'  |
| C18   | 90°00'00"  | 25.00'   | 39.27'  | S50°06'23"W | 35.36'  | C58   | 1°31'55"  | 1970.00' | 52.68'  | N87°21'40"E | 52.67'  |
| C19   | 0°34'42"   | 900.00'  | 9.08'   | S04°49'03"W | 9.08'   | C59   | 90°00'00" | 25.00'   | 39.27'  | S45°21'27"W | 35.36'  |
| C20   | 4°51'47"   | 900.00'  | 76.39'  | S02°05'48"W | 76.36'  | C60   | 89°05'11" | 25.00'   | 38.87'  | N45°05'58"W | 35.07'  |
| C21   | 2°28'10"   | 960.00'  | 41.38'  | N03°52'18"E | 41.37'  | C61   | 6°22'10"  | 380.00'  | 42.24'  | N03°44'27"W | 42.22'  |
| C22   | 103°06'23" | 25.00'   | 44.99'  | N46°26'48"W | 39.16'  | C62   | 7°04'41"  | 380.00'  | 46.94'  | N10°27'53"W | 46.91'  |
| C23   | 48°03'17"  | 33.50'   | 28.10'  | S57°58'22"W | 27.28'  | C63   | 7°04'41"  | 380.00'  | 46.94'  | N17°32'34"W | 46.91'  |
| C24   | 30°11'54"  | 61.50'   | 32.41'  | S49°02'40"W | 32.04'  | C64   | 7°04'41"  | 380.00'  | 46.94'  | N24°37'15"W | 46.91'  |
| C25   | 48°17'44"  | 61.50'   | 51.84'  | S88°17'29"W | 50.32'  | C65   | 3°50'25"  | 380.00'  | 25.47'  | N30°04'48"W | 25.46'  |
| C26   | 43°28'48"  | 61.50'   | 46.67'  | N45°49'15"W | 45.56'  | C66   | 12°29'56" | 320.00'  | 69.81'  | N25°45'02"W | 69.67'  |
| C27   | 45°17'13"  | 61.50'   | 48.61'  | N01°26'15"W | 47.35'  | C67   | 12°12'49" | 320.00'  | 68.21'  | N13°23'39"W | 68.09'  |
| C28   | 41°23'19"  | 61.50'   | 44.43'  | N41°54'01"E | 43.47'  | C68   | 10°36'00" | 320.00'  | 59.20'  | N01°59'15"W | 59.12'  |
| C29   | 52°29'31"  | 61.50'   | 56.34'  | N88°50'26"E | 54.39'  | C69   | 89°35'07" | 25.00'   | 39.09'  | N48°06'19"E | 35.23'  |
| C30   | 14°58'05"  | 61.50'   | 16.07'  | S57°25'46"E | 16.02'  | C70   | 2°53'52"  | 1530.00' | 77.38'  | S88°33'04"E | 77.37'  |
| C31   | 48°03'17"  | 33.50'   | 28.10'  | S73°58'22"E | 27.28'  | C71   | 90°21'27" | 30.00'   | 47.31'  | S44°49'17"E | 42.56'  |
| C32   | 7°07'40"   | 380.00'  | 47.27'  | N85°33'50"E | 47.24'  | C72   | 2°12'32"  | 1530.00' | 58.98'  | S85°59'52"E | 58.98'  |
| C33   | 5°58'43"   | 380.00'  | 39.65'  | S87°52'58"E | 39.63'  | C73   | 0°29'53"  | 2030.00' | 17.64'  | N89°53'29"W | 17.64'  |
| C34   | 90°00'00"  | 25.00'   | 39.27'  | N50°06'23"E | 35.36'  | C74   | 0°33'12"  | 1460.00' | 14.10'  | N85°10'12"W | 14.10'  |
| C35   | 89°38'33"  | 25.00'   | 39.11'  | S45°10'43"W | 35.24'  | C75   | 9°57'28"  | 350.00'  | 60.83'  | N86°58'44"E | 60.75'  |
| C36   | 1°53'06"   | 1460.00' | 48.04'  | N89°03'27"W | 48.03'  | C76   | 12°08'22" | 320.00'  | 67.80'  | S06°57'05"E | 67.67'  |
| C37   | 2°40'05"   | 1460.00' | 67.99'  | N86°46'51"W | 67.98'  | C77   | 3°50'00"  | 320.00'  | 21.41'  | S86°45'22"W | 21.41'  |
| C38   | 88°31'48"  | 25.00'   | 38.63'  | S40°37'43"E | 34.90'  |       |           |          |         |             |         |
| C39   | 8°29'46"   | 380.00'  | 56.35'  | S00°36'42"E | 56.30'  |       |           |          |         |             |         |
| C40   | 8°31'33"   | 380.00'  | 56.55'  | S09°07'21"E | 56.49'  |       |           |          |         |             |         |

ROLL CALL  
Plan & Zoning Commission  
Ankeny, IA  
Date: October 3, 2023  
Ayes: 6 Nays: 0 Abstain: 1 Absent: 1  
APPROVED  
T. Rupp Chairperson  
Shirley Thompson Secretary

RECEIVED

SEP 20 2023

CITY OF ANKENY

PROFESSIONAL LAND SURVEYOR  
LOUIS M. KELEHAN, PLS  
18660  
IOWA  
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
DATE: \_\_\_\_\_  
LICENSE NUMBER 18660  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1-2

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



ANKENY, IOWA

THE CROSSINGS AT DEER CREEK PLAT 13

FINAL PLAT

1 / 2

2103.141









ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.

---

EXECUTIVE SUMMARY:  
The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of paving, subgrade, storm sewer, and sanitary sewer improvements for the U-Haul Public Improvements to S Ankeny Blvd & SE Magazine Rd project.

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:  
Approve the motion to adopt a RESOLUTION approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of public paving, subgrade, storm sewer, and sanitary sewer improvements for the U-Haul Public Improvements to S Ankeny Blvd &

SE Magazine Rd project.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                      |
|  <a href="#">Resolution</a>           |
|  <a href="#">Contract &amp; Bonds</a> |

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING, SUBGRADE, AND UTILITIES FOR U-HAUL PUBLIC IMPROVEMENTS TO SE MAGAZINE RD & SOUTH ANKENY BLVD**

---

**WHEREAS**, the plans and specifications for the construction of paving, subgrade, storm sewer, and sanitary sewer for the U-Haul Public Improvements to SE Magazine Rd & South Ankeny Blvd project have been submitted to and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance, and maintenance bonds are hereby approved; and,
2. That permission is hereby granted to the developer to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 18th day of March, 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



## PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 25<sup>th</sup> day of October, 2023, by and between Bauer Design Build LLC hereinafter called the "contractor", and Amerco Real Estate / U-Haul Company of Western Iowa hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

### ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

|                              |                          |                              |
|------------------------------|--------------------------|------------------------------|
| <u>      </u> Traffic Signal | <u>X</u> Sanitary Sewers | <u>      </u> Water Lines    |
| <u>X</u> Storm Sewers        | <u>X</u> Paving          | <u>      </u> Subgrade Prep. |

As shown in construction plans titled (Project Name) U-Haul Public Improvements (SE Magazine Road & South Ankeny Blvd), and bearing an "Approved For Construction Date" of 08/04/2023 & 01/19/2024.

The estimated quantity of work to be done is:

X as shown on the approved plans  
       as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

### ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than February 1<sup>st</sup>, 2024, and shall fully complete the work not later than June 1<sup>st</sup>, 2024.

### ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 960,529.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

### ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

#### ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

#### ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

#### ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

  
\_\_\_\_\_  
Contractor

by Zac Syverson – Project Manager

email: [zac.s@bauerdb.com](mailto:zac.s@bauerdb.com)  
(Required for return of signed document)

  
\_\_\_\_\_  
Subdivider

by Randy Dickson – Owners Representative

email: [randy\\_dickson@uhaul.com](mailto:randy_dickson@uhaul.com)  
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by   
\_\_\_\_\_  
City Engineer

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Bauer Design Build, LLC as principal  
and Great Midwest Insurance Company as surety are  
held and firmly bound unto the City of Ankeny  
and Amerco Real Estate | U-Haul Company of Western Iowa as owner(s)  
in the penal sum of Nine Hundred Sixty Thousand Five Hundred Twenty-Nine and Zero  
Cents Dollars (\$960,529.00),

to the payment of which, well and truly to be made, the principal and surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 28th day of November, 2023.

WHEREAS, the principal has entered into a certain written contract, dated the 25<sup>th</sup> day of October, 2023, with the owner(s) for:

Paving - U-Haul Public Improvements (SE Magazine Road & South Ankeny Blvd), Ankeny, IA

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly arising by reason of the failure of the principal to perform faithfully said contract, as well as against any and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be finally established against said improvements and the ground upon which constructed, for work done and/or materials furnished in and about the performance of said contract, then this obligation shall be void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against Amerco Real Estate / U-Haul Company of Western Iowa, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.



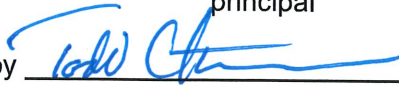
3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Bauer Design Build, LLC

principal

by



Great Midwest Insurance Company

surety

(SEAL)

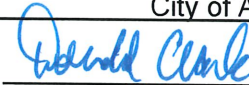
by

  
Joshua R. Loftis, Attorney-in-Fact



City of Ankeny

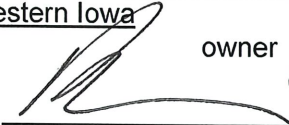
by



Amerco Real Estate / U-Haul Company of  
Western Iowa

owner

by



## ACKNOWLEDGEMENT OF PRINCIPAL

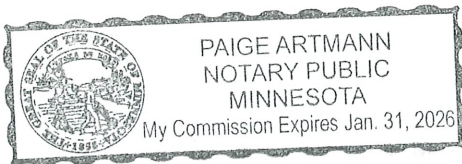
STATE OF Minnesota )

COUNTY OF Hennepin )

On this 29th day of November, in the year 2023, before me personally appeared Todd Christopherson,

\_\_\_\_\_ of  
**Bauer Design Build, LLC**, known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature], Notary Public  
My Commission Expires: 11/31/2026

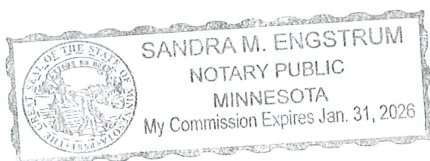
## ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota )

COUNTY OF Hennepin )

On this 28th day of November, in the year 2023, before me personally come(s)  
Joshua R. Loftis, Attorney-in-Fact of  
Great Midwest Insurance Company, with whom  
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of  
Great Midwest Insurance Company, the company described in and  
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal  
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of  
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.



[Signature]  
**Sandra M. Engstrum**, Notary Public  
My Commission Expires: 01/31/2026

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Melinda C. Blodgett, R.C. Bowman, Sarah Dragt, Sandra M. Engstrum, R.W. Frank, Ted Jorgensen, Joshua R. Loftis, Michelle Morrison, Brian J. Oestreich, Rachel Thomas, Lin Ulven, Nathan Weaver, Colby D. White, Emily White, Tina Domask, Ross S. Squires, Graydon Dotson

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



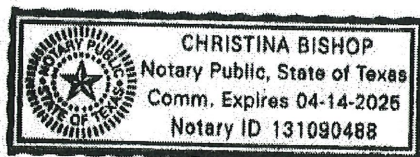
**GREAT MIDWEST INSURANCE COMPANY**

BY

Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 28th Day of November, 2023.



BY

Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**



CONTRACTOR'S MAINTENANCE BOND

Bond No. 8050788

KNOW ALL PERSONS BY THESE PRESENTS:

That Bauer Design Build LLC of 14030 21<sup>st</sup> Ave North Plymouth, MN 55447 as principal and Amerisure Mutual Insurance Company of Farmington Hills, MI as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of FOUR (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of **Nine Hundred Sixty Thousand Five Hundred Twenty-Nine and Zero Cents** DOLLARS (**\$960,529.00**), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 25<sup>th</sup> day of October, 2023, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of: Public Improvements to SE Magazine Road & South Ankeny Blvd. Both Roads being widened to allow for turn lanes to be created into the property.

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."



NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 28<sup>th</sup> day of February, 2024

Bauer Design Build, LLC

Principal

by 

Michael L. Bauer

by \_\_\_\_\_

Amerisure Mutual Insurance Company

Surety

(SEAL)

by   
Joshua R. Loftis, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by   
City Engineer



## ACKNOWLEDGEMENT OF PRINCIPAL

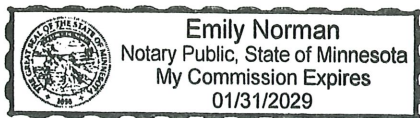
STATE OF Minnesota )

COUNTY OF Hennepin )

On this 4<sup>th</sup> day of March, in the year 2024, before me personally  
appeared Michael Bauer,  
\_\_\_\_\_ of

Bauer Design Build, LLC, known to me to be  
the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in  
this certificate first above written.



Emily Norman, Notary Public  
My Commission Expires: 1/31/29

## ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin )

COUNTY OF Polk )

On this 28th day of February, in the year 2024, before me personally come(s)  
Joshua R. Loftis, Attorney-in-Fact of  
Amerisure Mutual Insurance Company, with whom  
I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of  
Amerisure Mutual Insurance Company, the company described in and  
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal  
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of  
said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in  
this certificate first above written.



Rachel Thomas, Notary Public  
My Commission Expires: 06/21/2025



AMERISURE MUTUAL INSURANCE COMPANY  
 AMERISURE INSURANCE COMPANY  
 AMERISURE PARTNERS INSURANCE COMPANY

### POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

NICOLE STILLINGS, EMILY WHITE, LIN ULVEN, SANDRA M. ENGSTRUM, BRIAN J. OESTREICH,

COLBY D. WHITE, TED JORGENSEN, RACHEL THOMAS, JOSHUA R. LOFTIS, R.C. BOWMAN,

MELINDA BLODGETT, SARAH DRAGT, NATHAN WEAVER, TINA L. DOMASK, ROSS SQUIRES and MICHELLE MORRISON

of Holmes, Murphy, and Associates, LLC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS**

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED,** that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED,** that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED,** that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 15th day of December, 20 23.

**Amerisure Mutual Insurance Company  
 Amerisure Insurance Company  
 Amerisure Partners Insurance Company**

State of Illinois  
 County of Kane

On this 15th day of December, 20 23, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February, 20 24.

*Christopher M. Spaude*

Christopher M. Spaude, Chief Financial Officer & Treasurer





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2024

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).

|                                                                                            |                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>CSDZ, LLC<br>225 South Sixth Street, Suite 1900<br>Minneapolis MN 55402 | <b>CONTACT NAME:</b> Diane O'Leary<br><b>PHONE (A/C, No, Ext):</b> 612-349-2495<br><b>E-MAIL ADDRESS:</b> doleary@csdz.com<br><b>FAX (A/C, No):</b>                                                                         |
| <b>INSURED</b><br>Bauer Design Build LLC<br>14030 21st Ave N<br>Plymouth, MN 55447         | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Cincinnati Casualty Company<br><b>INSURER B:</b> Cincinnati Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                            | <b>NAIC #</b><br>28665<br>10677                                                                                                                                                                                             |

**COVERAGES****CERTIFICATE NUMBER:** 933787862**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                                                                                                                                                                                                                                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Cont Liab Per<br><input checked="" type="checkbox"/> Policy Forms/XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | Y        | ENP0536565    | 5/12/2023               | 5/12/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000                                                      | Y         | Y        | ENP0536565    | 5/12/2023               | 5/12/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Hired Car Phys Damage \$ \$35,000                                                  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                                                                                                      | Y         | Y        | ENP0536565    | 5/12/2023               | 5/12/2024               | EACH OCCURRENCE \$ 12,000,000<br>AGGREGATE \$ 12,000,000<br>\$                                                                                                                                                                                  |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                            | Y/N<br>N  | Y        | EWC0536566    | 5/12/2023               | 5/12/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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: SE Magazine Road Public Improvements and South Ankeny Blvd Public Improvements

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: U-Haul Moving and Storage of Ankeny and the City of Ankeny and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Same as shown for Additional Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

U-Haul Moving and Storage of Ankeny  
1503 South Ankeny Blvd/221 SE Magazine Road  
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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

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ACTION REQUESTED:

Resolution

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

Consider motion to adopt **RESOLUTION** approving a Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary 'A' to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th street project.

---

EXECUTIVE SUMMARY:

The existing single cell reinforced concrete box (RCB) culvert for Tributary 'A' to Four Mile Creek under NE Delaware Avenue is being replaced with a larger and longer triple cell RCB as a part of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 18th Street project in 2024. Along with the installation of the larger and longer RCB, a portion of Tributary 'A' is being realigned to alleviate erosion and scour both upstream and downstream of the existing RCB culvert. Due to Tributary 'A' being a part of the Waters of the United States, the United States Army Corps of Engineers (Corps) requires the disturbed wetlands to be mitigated. Mitigation is handled through the purchasing of stream credits through a Mitigation Bank. The disturbed wetlands area equals 810 stream credits at a price of \$76,950.00.

---

FISCAL IMPACT: **No**

The purchase of the mitigation credits is a part of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet north of NE 18th Street project that is included with the City's current Capital Improvement Program.

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CITY MANAGER'S RECOMMENDATIONS:

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

1. Adopt Resolution approving the purchase of stream credits from Central Iowa Mitigation Providers in the amount of \$76,950.00 for the required mitigation of Tributary 'A' for Four Mile Creek under NE Delaware Avenue related to the construction of the new RCB culvert and realignment of the stream in conjunction with the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                      |
|  <a href="#">Resolution</a>         |
|  <a href="#">Purchase Agreement</a> |

**RESOLUTION NO. 2024-XXX**

**A RESOLUTION APPROVING A MITIGATION CREDIT PURCHASE AGREEMENT  
WITH CENTRAL INDIANA MITIGATION PROVIDERS, LLC IN THE AMOUNT OF  
\$76,950.00 FOR STREAM CREDITS RELATED TO THE MITIGATION OF  
TRIBUTARY ‘A’ TO FOUR MILE CREEK UNDER NE DELAWARE AVENUE IN  
CONJUNCTION WITH THE NE DELAWARE AVENUE RECONSTRUCTION – NE  
5TH STREET TO 700 FEET NORTH OF NE 18TH STREET PROJECT**

---

**WHEREAS**, the City of Ankeny desires replace a single cell reinforced concrete box (RCB) culvert with a larger and longer triple cell RCB for Tributary ‘A’ to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction – NE 5<sup>th</sup> Street to NE 18<sup>th</sup> Street project, and;

**WHEREAS**, a portion of Tributary ‘A’ will need to be realigned to alleviate erosion and scour both upstream and downstream of the existing RCB culvert resulting in the disturbance of existing wetlands, and;

**WHEREAS**, the United States Army Corps of Engineers (Corps) requires the disturbed wetlands within Tributary ‘A’ to be mitigated through the purchase of 810 stream credits through a Mitigation Bank, and;

**WHEREAS**, the City of Ankeny’s consultant obtained the following quotations from Mitigation Banks:

|                                                                      |             |
|----------------------------------------------------------------------|-------------|
| Central Indiana Mitigation Providers (Bunker Stream Mitigation Bank) | \$76,950.00 |
| Des Moines Mitigation Bank                                           | \$89,100.00 |

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mitigation Credit Purchase Agreement with Central Indiana Mitigation Providers, LLC in the amount of \$76,950.00 for stream credits related to the mitigation of Tributary ‘A’ to Four Mile Creek under NE Delaware Avenue in conjunction with the NE Delaware Avenue Reconstruction – NE 5<sup>th</sup> Street to 700 feet North of NE 18<sup>th</sup> Street project be approved, the Mayor be authorized to sign the Contract, and staff is directed to take all action necessary to carry out the terms of the Agreement including payment for the stream credits.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



## **MITIGATION CREDIT PURCHASE AGREEMENT**

THIS MITIGATION CREDIT PURCHASE AGREEMENT (the “Agreement”) is made as of this 18<sup>th</sup> day of March, 2024 (“Effective Date”), by and between Central Indiana Mitigation Providers, LLC, as seller (“Seller”), and **City of Ankeny**, as purchaser (“Purchaser”).

### **RECITALS**

A. Seller is the sponsor and owner of that certain mitigation bank identified as Bunker Stream Mitigation Bank, USACE Action No.: MVR-2022-1342 (the “Mitigation Bank”). The establishment, use, operation, and maintenance of the Mitigation Bank are subject to the requirements of that certain Bunker Stream Mitigation Bank Banking Instrument (“MBI”) approved by the Interagency Review Team (as defined in the MBI) on **September 15, 2023**.

B. Pursuant to the requirements of the Clean Water Act, regulations promulgated thereunder, and as a condition to the issuance of permit number **CEMVR-RD-2022-0804-1** by the United States Army Corps of Engineers (“USACE”), Purchaser must mitigate for impacts to **Stream** on certain property commonly known as **NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street** located in **Polk County, Iowa** (the “Development Impacts”).

C. Seller desires to sell, and Purchaser desires to buy, **810** of **Stream** bank credits (“Purchased Credits”) generated from the Mitigation Bank for Purchaser to mitigate for the Development Impacts, as more particularly set forth below.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

1. **Term and Termination**. The term of this Agreement shall commence upon the Effective Date and shall expire upon the earlier of **Forty-Five (45)** days from the Effective Date or upon Closing on the purchase and sale of the Purchased Credits (“Closing”).

2. **Sale of Credits**. Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Purchased Credits, solely to mitigate for the Development Impacts.

3. **Purchase Price**. The aggregate purchase price for the Purchased Credits shall be **Seventy-Six Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$76,950.00)** (the “Purchase Price”), determined as follows:

(a) Purchaser shall pay **Ninety-Five Dollars and 00/100 Cents (\$95.00)** per credit for **Stream** credits for a total of **Seventy-Six Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$76,950.00)**.

4. **Payment of Purchase Price**. The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) **Full Payment of Purchase Price.** Within thirty (30) days of the Purchaser's execution and delivery to Seller of this Agreement, Purchaser shall deliver to Seller by wire transfer, the amount of **Seventy-Six Thousand Nine Hundred Fifty Dollars and 00/100 Cents (\$76,950.00)** in full satisfaction of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, if the Closing has not occurred within thirty (45) days after the Effective Date, Seller, in its sole discretion, may terminate this Agreement at any time without any rights, obligations or liability to Purchaser whatsoever.

5. **Buyer's Deliveries.** At Closing, Buyer shall deliver to Seller the balance of the Purchase Price as provided in Section 3 above.

6. **Seller's Deliveries.** Upon receipt of the full Purchase Price and within thirty (30) days after Closing, Seller shall deliver to Purchaser a Bill of Sale evidencing the sale of the Purchased Credits to Purchaser.

7. **Closing Costs.** Seller shall pay the cost of preparing all documentation, any taxes and costs customarily paid by sellers of credits from the Mitigation Bank, and Seller's attorney's fees. Purchaser shall pay the cost of Purchaser's attorney's fees, any taxes, and any other costs customarily paid by purchasers of credits from the Mitigation Bank, if any.

8. **Limitations on Purchaser's Rights.** Seller's sale and conveyance of the Purchased Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.

9. **Default.**

(a) **By Purchaser.** If Purchaser fails to make any payment required of it in Section 4 hereunder, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon any such termination, (A) if prior to Closing, (i) the Deposit shall be forfeited to Seller, (ii) Purchaser shall lose all of its right and privilege to purchase the Purchased Credits from Seller, (iii) Seller may notify, if required by law, USACE OR OTHER REQUIRED STATE OR AUTHORITY of Purchaser's failure to fulfill its obligations under this Agreement; and (B) if after Closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.

(b) **By Seller.** If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to pursue such remedies as may be available to it at law or in equity.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE PURCHASED CREDITS OR, WITH RESPECT TO THE PURCHASED CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER'S INTEREST IN THE MITIGATION BANK. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.

(d) This Section 9 shall survive Closing or earlier termination of this Agreement.

10. **Representations and Warranties.** Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the jurisdiction of its organization or incorporation; and (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.

11. **Miscellaneous.**

(a) **No Joint Venture.** This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

(b) **No Third-Party Beneficiary.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.

(c) **Assignment.** This Agreement may not be assigned by Purchaser without Seller's prior written consent in Seller's sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.

(d) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.

(e) **Prior Agreements.** This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.

(f) Choice of Laws. This agreement shall be construed, performed and enforced under the laws of the State of Iowa.

(g) Attorney's Fees. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

(h) Counterparts. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.

(i) Notices. All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a "writing"):

If to Seller: Central Indiana Mitigation Providers, LLC  
248 Southwoods Centre  
Columbia, IL 62236

With a copy to: Michael Best & Friedrich LLP  
Attn: Michael S. Green, Esq.  
1 South Pinckney Street, Suite 700  
P.O. Box 1806  
Madison, WI 53701-1806

If to Purchaser: City of Ankeny  
Attn: Michelle Yuska, City Clerk  
410 West First Street  
Ankeny, Iowa 50023

(j) Legal Capacity of Signatory. Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

**SELLER:**

CENTRAL INDIANA MITIGATION PROVIDERS,  
LLC



By: \_\_\_\_\_

Name: Kae Hovater

Title: Authorized Agent

**PURCHASER:**

CITY OF ANKENY

By: \_\_\_\_\_

Name: Mark E. Holm

Title: Mayor

## **BILL OF SALE**

This Bill of Sale is made by **Central Indiana Mitigation Providers, LLC** ("Seller") to **City of Ankeny**, ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Mitigation Credit Purchase Agreement dated as of March 18, 2024 ("Purchase Agreement"), with respect to the sale and purchase of **Stream** bank credits generated within the Bunker Stream Mitigation Bank, USACE Action No.: MVR-2022-1342, in Warren County, IA. ("Mitigation Site").

NOW THEREFORE, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, conveys and transfers to Purchaser **810 Stream Credits** from the Mitigation Bank, for the purpose of Purchaser's mitigation of impacts to that certain property commonly known as **NE Delaware Ave Reconstruction** located in **Polk County, Iowa (PERMIT # CEMVR-RD-2022-0804-1)**.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Central Indiana Mitigation Providers, LLC  
a Delaware limited liability company

\_\_\_\_\_  
By: Kae Hovater, Authorized Agent



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:  
Consider motion to adopt **RESOLUTION** accepting public improvements for utilities and subgrade prep in Ankeny Elementary #12.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:



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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                           |
|  <a href="#">Resolution</a>                |
|  <a href="#">Certificate of Completion</a> |
|  <a href="#">Letter of Assurance</a>       |

## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ANKENY ELEMENTARY SCHOOL #12 FOR UTILITIES (WATER) AND SUBGRADE PREP

---

**WHEREAS**, on the 17<sup>th</sup> day of October, 2022, the City of Ankeny, Iowa entered into a three-party contract with Sandstone Management LTD, the Contractor, and Ankeny Community School District, the Developer, for the construction of certain public improvements generally described as Utilities and Subgrade Prep, approved under Resolution No. 2022-458; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on March 18<sup>th</sup>, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of March, 2024.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

# CERTIFICATE OF COMPLETION

## *Ankeny Elementary School #12*

Ankeny, Iowa

*March 18, 2024*

This is to certify that the construction improvements on the *Ankeny Elementary School #12* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

*Civil Design Advantage, LLC*



*John Patrick Becker P.E.*

*Project Engineer*

*Iowa License Number 25523*



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,  
PLANNERS & SURVEYORS

March 18, 2024

City of Ankeny – Community Services  
Attn: Don Clark  
220 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

RE: Ankeny Elementary School #12  
Public Improvement Acceptance

Dear Don:

We respectfully request acceptance of the public improvements for the aforementioned project. The project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. We have attached the following supporting documents for your review and file:

- One set of record drawings with 'as-built' information (pdf)
- Certificate of Completion
- Inspector field notes
- Walkthrough list

Following your review, please place on the next available City Council Agenda or contact me with questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

John Patrick Becker, P.E.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving associated with Ankeny Elementary #12.

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                                                                                                           |
|  <a href="#">Resolution</a>                |
|  <a href="#">Certificate of Completion</a> |
|  <a href="#">Letter of Assurance</a>       |

## RESOLUTION

### RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ANKENY ELEMENTARY SCHOOL #12 FOR PAVING

---

**WHEREAS**, on the 17<sup>th</sup> day of October, 2022, the City of Ankeny, Iowa entered into a three-party contract with Jordison Construction, the Contractor, and Ankeny Community School District, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-457; and

**WHEREAS**, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on March 18<sup>th</sup>, 2024 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of March, 2024.

CITY OF ANKENY, IOWA

By: \_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk



# CERTIFICATE OF COMPLETION

## *Ankeny Elementary School #12*

Ankeny, Iowa

*March 18, 2024*

This is to certify that the construction improvements on the *Ankeny Elementary School #12* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

*Civil Design Advantage, LLC*



*John Patrick Becker P.E.*

*Project Engineer*

*Iowa License Number 25523*



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,  
PLANNERS & SURVEYORS

March 18, 2024

City of Ankeny – Community Services  
Attn: Don Clark  
220 W. 1<sup>st</sup> Street  
Ankeny, Iowa 50023

RE: Ankeny Elementary School #12  
Public Improvement Acceptance

Dear Don:

We respectfully request acceptance of the public improvements for the aforementioned project. The project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. We have attached the following supporting documents for your review and file:

- One set of record drawings with 'as-built' information (pdf)
- Certificate of Completion
- Inspector field notes
- Walkthrough list

Following your review, please place on the next available City Council Agenda or contact me with questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

John Patrick Becker, P.E.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

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SUBJECT:  
Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer for the Heritage Commercial at Prairie Trail Plat 1 project.

---

EXECUTIVE SUMMARY:  
The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of water main, sanitary sewer, and storm sewer improvements for the Heritage Commercial at Prairie Trail Plat 1 project.

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:  
Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of water main, sanitary sewer, and storm sewer improvements for the Heritage Commercial at Prairie Trail Plat 1 project.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract and Bonds](#)

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND STORM SEWER IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1**

---

**WHEREAS**, the plans and specifications for the construction of water main, sanitary sewer and storm sewer in Heritage Commercial at Prairie Trail Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for Heritage Commercial at Prairie Trail Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of March 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

## PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 11th day of March, 2024, by and between J & K Contracting LLC hereinafter called the "contractor", and Prairie Trail Commercial hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

### ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

|                              |                              |                              |
|------------------------------|------------------------------|------------------------------|
| <u>      </u> Traffic Signal | <u>  X  </u> Sanitary Sewers | <u>  X  </u> Water Lines     |
| <u>  X  </u> Storm Sewers    | <u>      </u> Paving         | <u>      </u> Subgrade Prep. |

As shown in construction plans titled (Project Name) Heritage Commercial Phase 2, and bearing an "Approved For Construction Date" of 3/18/2024.

The estimated quantity of work to be done is:

  X   as shown on the approved plans  
       as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

### ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 4-1-2024, and shall fully complete the work not later than 8-1-2024.

### ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 88,950.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

### ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.



#### ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

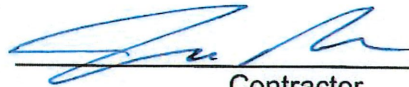
#### ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

#### ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

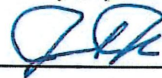
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.



Contractor

by Jared Bouska

email: jared@jkcia.com  
(Required for return of signed document)



Subdivider

by Jared Johnson

email: JJohnson@accuratedevelopment.com  
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by   
City Engineer





# ANKNEY HERITAGE COMMERCIAL PLAT 1

To: Estimating

3/6/2024

| ITEM # | ITEM DESCRIPTION (PRIVATE)           | QNTY | UNIT | UNIT PRICE   | LINE TOTAL    |
|--------|--------------------------------------|------|------|--------------|---------------|
| 10     | ABANDON WATER SERVICE AT MAIN        | 3    | EA   | \$ 1,800.00  | \$ 5,400.00   |
| 20     | ABANDON SANITARY SEWER SERVICE       | 3    | EA   | \$ 925.00    | \$ 2,775.00   |
| 30     | ABANDON STORM SEWER SERVICE          | 3    | EA   | \$ 625.00    | \$ 1,875.00   |
| 40     | CONNECTION TO EXISTING 8 IN WATER    | 3    | EA   | \$ 7,500.00  | \$ 22,500.00  |
| 50     | WATER SERVICE, TRENCHLESS, 6 IN      | 65   | LF   | \$ 170.00    | \$ 11,050.00  |
| 60     | WATER SERVICE, 6 IN                  | 333  | LF   | \$ 70.00     | \$ 23,310.00  |
| 70     | WATER SERVICE, 4 IN                  | 78   | LF   | \$ 65.00     | \$ 5,070.00   |
| 80     | WATER SERVICE CONNECTION TO BUILDING | 3    | EA   | \$ 6,500.00  | \$ 19,500.00  |
| 90     | FIRE DEPARTMENT CONNECTION, 4 IN     | 1    | EA   | \$ 2,900.00  | \$ 2,900.00   |
| 100    | HYDRANT ASSEMBLY                     | 1    | EA   | \$ 9,000.00  | \$ 9,000.00   |
| 110    | SANITARY SEWER, 6 IN                 | 204  | LF   | \$ 75.00     | \$ 15,300.00  |
| 120    | GREASE INTERCEPTOR                   | 2    | EA   | \$ 28,500.00 | \$ 57,000.00  |
| 130    | SANITARY SEWER, CLEANOUT             | 2    | EA   | \$ 1,500.00  | \$ 3,000.00   |
| 140    | STORM SEWER, RCP, 18 IN              | 48   | LF   | \$ 110.00    | \$ 5,280.00   |
| 150    | STORM SEWER, RCP, 15 IN              | 208  | LF   | \$ 100.00    | \$ 20,800.00  |
| 160    | STORM SEWER, PVC, 8 IN               | 593  | LF   | \$ 50.00     | \$ 29,650.00  |
| 170    | STORM SEWER, PIPE APRON, 18          | 1    | EA   | \$ 5,100.00  | \$ 5,100.00   |
| 180    | STORM SEWER, PIPE APRON, 15          | 1    | EA   | \$ 4,200.00  | \$ 4,200.00   |
| 190    | STORM SEWER, SW-401                  | 1    | EA   | \$ 7,000.00  | \$ 7,000.00   |
| 200    | STORM SEWER, SW-505                  | 3    | EA   | \$ 8,000.00  | \$ 24,000.00  |
| 210    | STORM SEWER, CLEANOUT                | 4    | EA   | \$ 1,350.00  | \$ 5,400.00   |
| 220    | MAJOR MANHOLE ADJUSTMENT             | 1    | EA   | \$ 8,500.00  | \$ 8,500.00   |
| 230    | MOBILIZATION                         | 1    | LS   | \$ 26,000.00 | \$ 26,000.00  |
| 240    | TESTING                              | 1    | LS   | \$ 8,250.00  | \$ 8,250.00   |
| 250    | POTHOLING                            | 1    | LS   | \$ 4,750.00  | \$ 4,750.00   |
| 260    | PUNCHLIST                            | 1    | LS   | \$ 4,250.00  | \$ 4,250.00   |
| 270    | UNDERFLOOR SANITARY MAIN LINE, 6 IN  | 805  | LF   | \$ 55.00     | \$ 44,275.00  |
| 280    | UNDERFLOOR SANITARY STUB, 6 IN       | 32   | EA   | \$ 1,400.00  | \$ 44,800.00  |
| 290    | UNDERFLOOR SANITARY CLEANOUT         | 2    | EA   | \$ 2,500.00  | \$ 5,000.00   |
| TOTAL: |                                      |      |      |              | \$ 425,935.00 |

| ITEM # | ITEM DESCRIPTION (PUBLIC)                          | QNTY | UNIT | UNIT PRICE   | LINE TOTAL   |
|--------|----------------------------------------------------|------|------|--------------|--------------|
| 4.1    | SANITARY SEWER GRAVITY MAIN, TRENCHED, 8-INCH TRUS | 390  | LF   | \$ 90.00     | \$ 35,100.00 |
| 4.2    | SANITARY SEWER SERVICE STUB, PVC, 6-INCH           | 3    | EA   | \$ 2,750.00  | \$ 8,250.00  |
| 4.3    | REMOVE STORM SEWER, 15IN DIA                       | 10   | LF   | \$ 50.00     | \$ 500.00    |
| 6.1    | MANHOLE, SW-301, 48-INCH DIA                       | 2    | EA   | \$ 6,700.00  | \$ 13,400.00 |
| 6.2    | CONNECTION TO EXISTING MANHOLE, 48-IN DIA.         | 1    | EA   | \$ 5,500.00  | \$ 5,500.00  |
| 6.5    | SW-509, DOUBLE OPEN-THROAT CURB INTAKE W/MH        | 1    | EA   | \$ 10,300.00 | \$ 10,300.00 |
| 6.6    | REMOVE STRUCTURE, STORM                            | 1    | EA   | \$ 900.00    | \$ 900.00    |
| 11.1   | MOBILIZATION                                       | 1    | LS   | \$ 15,000.00 | \$ 15,000.00 |
| TOTAL: |                                                    |      |      |              | \$ 88,950.00 |

PRICING GOOD FOR 30 CALENDAR DAYS BEYOND BID DATE

\*\* PLEASE SEE ATTACHED SHEET FOR NOTES AND EXCLUSIONS

\$ 420,810  
JB

**\*\* PLEASE NOTE THE FOLLOWING:**

- \*Quote acknowledges no addendum
- \*All excavations to be per OSHA standards
- \*All electric, phone, fiber & gas in the way of excavations to be relocated by others
- \*All jobsite fencing by others
- \*No throats or pavement inserts included for utility structures
- \*Steel plates for inlet protection to be provided by others
- \*Testing of utility mains as per specifications
- \*Structures are quoted as precast
- \*Layout, surveying and staking is not included in bid prices
- \*Compaction testing by others; J&K to coordinate only
- \*Granular fill under pavement excluded
- \*Traffic control is not included
- \*No pavement removal or replacement is included in quote
- \*This quote allows for work to be completed in two mobilizations
- \*Additional mobilizations will be charged at \$4500 each
- \*Price does not include seeding, sodding or erosion control measures
- \*Price does not include bond costs or association dues
- \*All utility service fees or city connection fees excluded
- \*No site dewatering included beyond dewatering that can be managed with (1) 3" trash pump
- \*J&K is not responsible for soil remediation if soil is contaminated or dampened by other contractors work
- \*No mechanical trimming for subgrade included in quote
- \*No hand excavation or backfill included in quotation
- \*Any items not listed in quote are to be considered excluded
- \*No freeze-thaw protection
- \*No work in unsuitable freeze-thaw conditions
- \*Retainage withheld not to exceed amount withheld by owner
- \*All items on the quote are tied... please call if you wish to untie any of the items quoted

Please Sign and Return for Work to Proceed

**The signed acceptance of this proposal, including its attached terms and conditions,  
acknowledges that this will be the contract between the parties for this project.**

J & K Contracting, LLC

Prepared By: \_\_\_\_\_

*(Jared Bousko, Project Manager)*

ACCEPTED BY: \_\_\_\_\_

*(Name and Title)*

Date: 3/11/24

Printed Name: \_\_\_\_\_

Jared Johnson

Thank you for your business!

10703 Justin Dr., Urbandale, IA 50322 Office: 515-232-5500 Fax: 515-278-2351



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That J & K Contracting, L.L.C. as principal  
and Merchants National Bonding, Inc. as surety are  
held and firmly bound unto the City of Ankeny  
and Prairie Trail Commercial as owner(s)  
in the penal sum of

Eighty-eight Thousand Nine Hundred Fifty & 00/100 Dollars (\$ 88,950.00),  
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and  
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

Signed, sealed and dated this 13th day of March, 2024.

WHEREAS, the principal has entered into a certain written contract, dated the 11th day of  
March, 2024, with the owner(s) for:

**Storm Sewers, Sanitary Sewers, and Water Lines In connection with Heritage Commercial Phase 2, City of  
Ankeny, Iowa**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above  
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly  
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any  
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be  
finally established against said improvements and the ground upon which constructed, for work done  
and/or materials furnished in and about the performance of said contract, then this obligation shall be  
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny  
in order to ensure the completion of the improvements stated hereinbefore; it is therefore  
understood that any defenses that the principal and surety may assert against Prairie Trail Commercial, in any action  
which might be brought against the principal or surety by the City of Ankeny for failing to  
complete the improvements as required, shall not be deemed to bar the City of Ankeny's right  
to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default  
to cease operations there under, the surety shall have the right at its option to complete said  
contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

J & K Contracting, L.L.C.

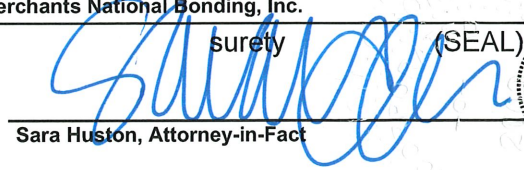
principal

by 

Merchants National Bonding, Inc.

surety

(SEAL)

by   
Sara Huston, Attorney-in-Fact



City of Ankeny

by 

Prairie Trail Commercial

owner

by 

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That J & K Contracting, L.L.C. of Urbandale, IA as principal and Merchants National Bonding, Inc. of Des Moines, IA as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Eighty-eight Thousand Nine Hundred Fifty & 00/100 DOLLARS (\$ 88,950.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 11th day of March, 2024, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

**Storm Sewers, Sanitary Sewers, and Water Lines In connection with Heritage Commercial Phase 2, City of Ankeny, Iowa**

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."



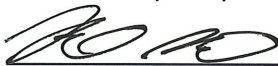
NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 13th day of March,  
2024.

J & K Contracting, L.L.C.

principal

by 

Merchants National Bonding, Inc.

surety

(SEAL)

by 

Sara Huston, Attorney-in-Fact



Approved as to form:

City of Ankeny, Iowa

by   
City Engineer

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt ; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; 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.

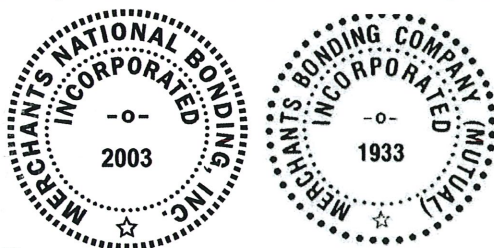
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 3rd day of February, 2024.



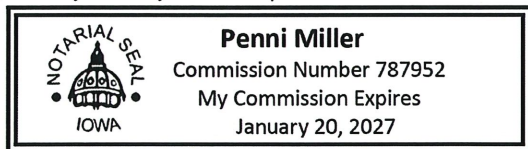
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

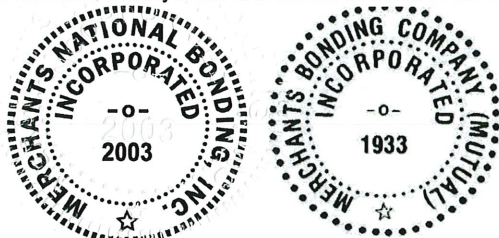


(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of March, 2024.



*William Warner Jr.*  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

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).

|                                                                                                  |                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Associates<br>2727 Grand Prairie Parkway<br>Waukegan IA 50263 | <b>CONTACT NAME:</b> Tristyn Paup<br><b>PHONE (A/C, No, Ext):</b> 515-974-4604<br><b>E-MAIL ADDRESS:</b> tpaup@holmesmurphy.com<br><b>FAX (A/C, No):</b>                                                                                                                        |
| <b>INSURED</b><br>J & K Contracting LLC<br>10703 Justin Drive<br>Urbandale, IA 50322             | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A :</b> The Continental Insurance Company<br><b>INSURER B :</b> Midwest Builders Casualty Mutual Co<br><b>INSURER C :</b> Transportation Insurance Company<br><b>INSURER D :</b><br><b>INSURER E :</b><br><b>INSURER F :</b> |

**COVERAGES**

CERTIFICATE NUMBER: 1800363816

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | 7039580646        | 7/1/2023                | 7/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                      |                                              |          | 7039578492        | 7/1/2023                | 7/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                        |                                              |          | 7039605979        | 7/1/2023                | 7/1/2024                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                         | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | WC20000037782023A | 7/1/2023                | 7/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                            |
| C        | Leased/Rented Equipment<br>Contractors Equipment                                                                                                                                                                                                                                                               |                                              |          | 7039589508        | 7/1/2023                | 7/1/2024                | Limit Per Schedule 1,000,000 Per Schedule                                                                                                                                                                                                      |

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

RE: Heritage Commercial at Prairie Trail Plat 1

The City of Ankeny and Prairie Trail Commercial LLC is an additional insured on the General Liability when required by written contract, per policy terms and conditions

**CERTIFICATE HOLDER****CANCELLATION**City of Ankeny  
410 W 1st.  
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

Kari Coolidge

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of subgrade prep for the Heritage Commercial at Prairie Trail Plat 1 project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract and Bonds](#)

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE PREP IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1**

---

**WHEREAS**, the plans and specifications for the construction of subgrade prep in Heritage Commercial at Prairie Trail Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for Heritage Commercial at Prairie Trail Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of March 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk



## PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 11th day of March, 2024, by and between Accurate Commercial LLC hereinafter called the "contractor", and Prairie Trail Commercial hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

### ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

|                                  |                                   |                                     |
|----------------------------------|-----------------------------------|-------------------------------------|
| <u>          </u> Traffic Signal | <u>          </u> Sanitary Sewers | <u>          </u> Water Lines       |
| <u>          </u> Storm Sewers   | <u>          </u> Paving          | <u>      x      </u> Subgrade Prep. |

As shown in construction plans titled (Project Name) Heritage Commercial Phase 2  
bearing an "Approved For Construction Date" of 3/18/2024.

The estimated quantity of work to be done is:  
           as shown on the approved plans  
           as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

### ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 4-1-2024,  
and shall fully complete the work not later than 8-1-2024.

### ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 10,000.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

### ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.



Contractor

by Jared Johnson

email: jjohnson@accuratedevelopment.com  
(Required for return of signed document)



Subdivider

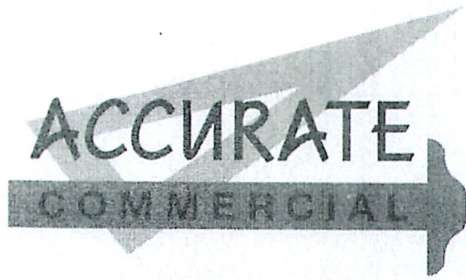
by Jared Johnson

email: JJohnson@accuratedevelopment.com  
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by Martine Wedell  
City Engineer



March 1, 2024

Project: Heritage Phase 2 of Prairie Trail Commercial

Billing- Internal

Scope- Subgrade prep and public improvements

\$10,000.00



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Accurate Commercial, LLC as principal  
and Merchants National Bonding, Inc. as surety are  
held and firmly bound unto the City of Ankeny  
and Prairie Trail Commercial as owner(s)  
in the penal sum of

Ten Thousand & 00/100 Dollars (\$ 10,000.00),  
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and  
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

Signed, sealed and dated this 12th day of March, 2024.

WHEREAS, the principal has entered into a certain written contract, dated the 11th day of  
March, 2024, with the owner(s) for:

**Subgrade Prep and Public Improvements - Heritage Phase 2 of Prairie Trail Commercial, City of Ankeny, Iowa**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above  
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly  
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any  
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be  
finally established against said improvements and the ground upon which constructed, for work done  
and/or materials furnished in and about the performance of said contract, then this obligation shall be  
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny  
in order to ensure the completion of the improvements stated hereinbefore; it is therefore  
understood that any defenses that the principal and surety may assert against Prairie Trail Commercial, in any action  
which might be brought against the principal or surety by the City of Ankeny for failing to  
complete the improvements as required, shall not be deemed to bar the City of Ankeny's right  
to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default  
to cease operations there under, the surety shall have the right at its option to complete said  
contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Accurate Commercial, LLC

principal

by

Merchants National Bonding, Inc.

surety

(SEAL)

by

Kate Zanders, Attorney-in-Fact



City of Ankeny

by

Prairie Trail Commercial

owner

by

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Accurate Commercial, LLC of West Des Moines, IA as principal and Merchants National Bonding, Inc. of Des Moines, IA as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of <sup>Ten Thousand & 00/100</sup> DOLLARS (\$10,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 11th day of March, 2024, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Subgrade Prep and Public Improvements - Heritage Phase 2 of Prairie Trail Commercial, City of Ankeny, Iowa

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."



NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 12th day of March, 2024.

Accurate Commercial, LLC

principal

by \_\_\_\_\_

Merchants National Bonding, Inc.

surety

(SEAL)

by Kate Zanders

Kate Zanders, Attorney-in-Fact



Approved as to form:

City of Ankeny, Iowa

by Matt Wynn  
City Engineer

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt ; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; 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 3rd day of February, 2024.

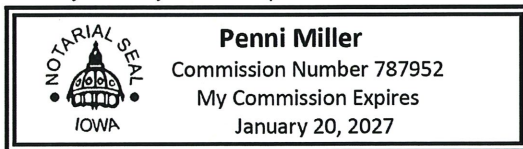
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

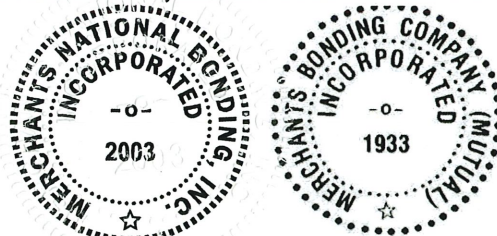


(Expiration of notary's commission does not invalidate this instrument)

*[Signature]*  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of March, 2024.



*William Warner Jr.*  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

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).

|                                                                                                         |                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Vibrant Insurance Group<br>2540 SE Encompass Dr<br>Waukee IA 50263                   | <b>CONTACT NAME:</b> Cara Hellman<br><b>PHONE (A/C No. Ext):</b> 515-223-6757<br><b>E-MAIL ADDRESS:</b> carah@vibrantins.com<br><b>FAX (A/C No):</b> 515-223-5344                                        |
| <b>INSURED</b><br>Accurate Commercial, LLC<br>9500 University Ave, Ste 2112<br>West Des Moines IA 50266 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> West Bend Mutual<br><b>INSURER B:</b> INDIAN HARBOR INS CO<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES** **CERTIFICATE NUMBER:** 1501153509 **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 SUBR INSD WVD                  | POLICY NUMBER                       | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS                                                                                                                                                                                                                                         |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|----------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                     | A842561                             | 1/1/2024                         | 1/1/2025                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                    |                                     | A842561                             | 1/1/2024                         | 1/1/2025                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                        |                                     | A842561                             | 1/1/2024                         | 1/1/2025                         | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$<br>\$                                                                                                                                                                                            |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                    | Y/N<br><input type="checkbox"/> N/A | A842576                             | 1/1/2024                         | 1/1/2025                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                             |
| B<br>A   | Professional Liability<br>Pollution Liability<br>Contractors Equipment                                                                                                                                                                                                                                                           |                                     | PEC0051150<br>PEC0051150<br>A842561 | 1/1/2024<br>1/1/2024<br>1/1/2024 | 1/1/2025<br>1/1/2025<br>1/1/2025 | Per Occ/Agg 3,000,000<br>Per Occ/Agg 3,000,000<br>Leased/rented 100,000                                                                                                                                                                        |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Ankeny and Prairie Trail Commercial LLC are named as additional insureds with respect to the General Liability when required by a written contract.

|                                                                                    |                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Ankeny<br>401 W 1st St<br>Ankeny IA 50023 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds for the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.

---

EXECUTIVE SUMMARY:  
The action before the Council is the adoption of a resolution approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:  
Approve the motion to adopt a **RESOLUTION** approving plans and specifications and accepting the contract, performance and maintenance bonds to facilitate the construction of paving for the Heritage Commercial at Prairie Trail Plat 1 project.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Contract and Bonds](#)

## **RESOLUTION**

### **RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1**

---

**WHEREAS**, the plans and specifications for the construction of street paving in Heritage Commercial at Prairie Trail Plat 1 have been submitted and approved by the City Engineer; and

**WHEREAS**, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

**WHEREAS**, the City Council has granted approval of the final plat for Heritage Commercial at Prairie Trail Plat 1.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

**PASSED AND APPROVED** on this 18<sup>th</sup> day of March 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

# PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 11th day of March, 2024, by and between All Star Concrete LLC hereinafter called the "contractor", and Prairie Trail Commercial hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

## ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

|                                  |                                   |                                  |
|----------------------------------|-----------------------------------|----------------------------------|
| <u>          </u> Traffic Signal | <u>          </u> Sanitary Sewers | <u>          </u> Water Lines    |
| <u>          </u> Storm Sewers   | <u>  x  </u> Paving               | <u>          </u> Subgrade Prep. |

As shown in construction plans titled (Project Name) Heritage Commercial Phase 2  
\_\_\_\_\_, and  
bearing an "Approved For Construction Date" of 3/18/2024.

The estimated quantity of work to be done is:  
 \_\_\_\_\_ as shown on the approved plans  
 \_\_\_\_\_ as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

## ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than 4-1-2024, and shall fully complete the work not later than 8-1-2024.

### ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 196,345.50 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

#### ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

ALL STAR CONCRETE, LLC

Contractor

by William D. Hargre  
WILLIAM D. HARGRE

email: bill@allstarconcreteiowa.com  
(Required for return of signed document)

[Signature]

Subdivider

by Jared Johnson

email: JJohnson@accuratedevelopment.com  
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by [Signature]  
City Engineer





4989 NW Johnston Drive  
Johnston, IA 50131  
Phone (515) 224-6394  
Fax (515)-965-5519  
[Allstarconcreteiowa.com](http://Allstarconcreteiowa.com)

**Project Name: Heritage Commercial Public Improvements**  
**Plans Date: 2/19/2024**  
**Addendum Noted:**  
**Bid Date: 03/01/2024**

| Item   | Description                                            | QTY    | Unit | Unit Price | Total               |
|--------|--------------------------------------------------------|--------|------|------------|---------------------|
| 7.01   | Pavement,PCC, 9" w/ CD Joints                          | 470.00 | SY   |            |                     |
| 7.02   | Pavement,PCC, 8" w/ CD Joints                          | 260.00 | SY   |            |                     |
| 7.03   | Pavement, PCC, 7"                                      | 785.00 | SY   |            |                     |
| 7.04   | PCC Pavement Samples and Testing- <b>Our Work Only</b> | 1.00   | LS   |            |                     |
| 7.08   | Sidewalk, PCC, 5"                                      | 70.00  | SY   |            |                     |
| 7.09   | Sidewalk, PCC, 6"                                      | 210.00 | SY   |            |                     |
| 7.10   | Sidewalk Ramp, PCC, 6"                                 | 560.00 | SF   |            |                     |
| 7.11   | Type 3 Sidewalk Pavers- 4" <b>PCC Base Only</b>        | 25.00  | SY   |            |                     |
| 7.12   | Detectable Warning, Cast Iron                          | 330.00 | SF   |            |                     |
| 11.01  | Mobilization                                           | 1.00   | LS   |            |                     |
| 11.02  | Concrete Washout- <b>Our Work Only</b>                 | 1.00   | LS   |            |                     |
| Total: |                                                        |        |      |            | <b>\$196,346.50</b> |

**\*Bid Item 7.11 is for the PCC Base only.**

**General Provisions and Exclusions**

- Excludes: Concrete removals, grade +/- 1/10th foot by others, any/all subgrade prep, subgrade compaction, pavement markings, backfill, survey, testing, sod/seeding, Davis Bacon wages, flaggers, and traffic control.**
- Pricing is based on fly-ash being locally available. If fly-ash is not available due to projected shortage, and a straight cement mix is required, an upcharge of \$7/CY will be added.**
- Client to supply ready mix access to site and suitable soils to support ready mix truck traffic.**
- General Exclusions**
  - Dewatering of site and/or soil remediation due to soft of unsuitable soils is excluded.**
  - Street cleaning and dust control is excluded.**



- c. Winter weather provisions including Concrete hot water and accelerators, covering, and ground thawing is excluded.
- 5. Services Provided by Client
  - a. All Star Concrete LLC to be provided with a copy of the surveyor's layout drawing.
  - b. All work is to be inspected within 72 hours after installation for acceptance. All Star Concrete LLC will not be required to protect work after acceptance.
  - c. Building permit and fees, encroachment permits or fees, street closure permits or fees, and discharge permits, or fees, bonds, and liquidated damages are excluded.
- 6. Coordination
  - a. The Prime Contractor and/or owners shall have a representative available on-site during work operations. The cost of the errors of omission caused by lack of drawings, specifications, or information provided to us shall be borne by others.

#### **Payment**

- 1. Progress payments shall be made every 30 days minimum.
- 2. Final payment will be based on field-measured quantities.
- 3. Billings are not subject to retainage greater than 5% and payable 30 days after the substantial completion (last pour) by All Star Concrete LLC
- 4. Any unpaid balances shall draw interest at the rate of 1.5% per month until paid in full
- 5. No back charges will be accepted without written notification giving 48 hours to cure breach of contract.

This proposal, including these General Conditions, shall be made a part of the subcontract agreement. Any ambiguity or conflict that may exist between the terms and conditions of the subcontract agreement and this proposal shall be construed in favor of this proposal.

This proposal is valid for thirty (30) days from the date of this proposal, and if accepted, must be signed and returned to our office within that period. If not accepted within thirty (30) days, this proposal will be subject to review, revision, or revocation. We thank you for the opportunity to submit a proposal to you for this project and we look forward to working with you in the near future.

Client: Accurate Commercial

All Star Concrete LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That All Star Concrete, LLC as principal  
and Merchants National Bonding, Inc. as surety are  
held and firmly bound unto the City of Ankeny  
and Prairie Trail Commercial as owner(s)  
in the penal sum of

One Hundred Ninety-six Thousand Three Hundred Forty-five & 50/100 Dollars (\$ 196,345.50),  
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and  
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

Signed, sealed and dated this 12th day of March, 2024.

WHEREAS, the principal has entered into a certain written contract, dated the 11th day of  
March, 2024, with the owner(s) for:

Paving in connection with Heritage Commercial Phase 2, City of Ankeny, Iowa

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above  
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly  
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any  
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be  
finally established against said improvements and the ground upon which constructed, for work done  
and/or materials furnished in and about the performance of said contract, then this obligation shall be  
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny  
in order to ensure the completion of the improvements stated hereinbefore; it is therefore  
understood that any defenses that the principal and surety may assert against Prairie Trail Commercial, in any action  
which might be brought against the principal or surety by the City of Ankeny for failing to  
complete the improvements as required, shall not be deemed to bar the City of Ankeny's right  
to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default  
to cease operations there under, the surety shall have the right at its option to complete said  
contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

All Star Concrete, LLC

principal

by *William D. Haroger*  
WILLIAM D. HAROGER

Merchants National Bonding, Inc.

surety

(SEAL)

by *Cindy Bennett*  
Cindy Bennett, Attorney-in-Fact



City of Ankeny

by *Mitchell Wadell*

Prairie Trail Commercial

owner

by *[Signature]*



CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That All Star Concrete, LLC of Johnston, IA as principal and Merchants National Bonding, Inc. of Des Moines, IA as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of One Hundred Ninety-six Thousand Three Hundred Forty-five & 50/100 DOLLARS (\$ 196,345.50), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 11th day of March, 2024, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Paving In connection with Heritage Commercial Phase 2, City of Ankeny, Iowa

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
  - (A) To any extension of time to the contractor in which to perform the contract.
  - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
  - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 12th day of March, 2024.

All Star Concrete, LLC

principal

by William D. Harfer

Merchants National Bonding, Inc.

surety

(SEAL)

by Cindy Bennett  
Cindy Bennett, Attorney-in-Fact



Approved as to form:

City of Ankeny, Iowa

by Mitchell Walsh  
City Engineer



**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**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; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt ; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Lukas Schroder; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; 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 3rd day of February, 2024.



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 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

*[Signature]*  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of March, 2024.



*William Warner Jr.*  
Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2024

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).

|                                                                                                  |                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Associates<br>2727 Grand Prairie Parkway<br>Waukegan IA 50263 | <b>CONTACT NAME:</b> Sarah Tritz<br><b>PHONE (A/C, No, Ext):</b> 515-223-6813<br><b>E-MAIL ADDRESS:</b> stritz@holmesmurphy.com<br><b>FAX (A/C, No):</b>                                                                                     |
| <b>INSURED</b><br>All Star Concrete LLC<br>4989 NW Johnston Dr.<br>Johnston, IA 50131            | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Zurich American Insurance Company<br><b>INSURER B:</b> Travelers Property Casualty Co. America<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES** **CERTIFICATE NUMBER:** 1208176162 **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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                              |          | GLO1122702      | 10/1/2023               | 10/1/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                |                                              |          | BAP1122703      | 10/1/2023               | 10/1/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                         |                                              |          | CUP5W10305523NF | 3/13/2023               | 10/1/2024               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| A        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                               | Y/N<br><input checked="" type="checkbox"/> N | N/A      | WC1122701       | 10/1/2023               | 10/1/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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: Heritage Commercial at Prairie Trail Plat 1 - Public Improvements

City of Ankeny and Prairie Trail Commercial LLC are Additional Insured on the General Liability as required by written contract with the insured, per policy terms and conditions.

|                                                                                           |                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Ankeny<br>410 W 1st St<br>Ankeny IA 50023<br>USA | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** approving documents for the acquisition of temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Threshold Development)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Threshold Development, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

FISCAL IMPACT: **No**

The compensation for the temporary construction easement is \$0.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$0.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting the temporary construction easement from

Threshold Development, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                 |
|  <a href="#">Resolution</a>                      |
|  <a href="#">Temporary Construction Easement</a> |

**RESOLUTION 2024-XXX**

**A RESOLUTION APPROVING DOCUMENTS FOR THE ACQUISITION OF  
TEMPORARY CONSTRUCTION EASEMENT FOR THE  
NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT  
IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that temporary construction easement be granted by Threshold Development, LLC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Threshold Development, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, Threshold Development, LLC, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

**See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

**NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 12<sup>th</sup> day of February, 20 24.

[Signature]

Signed

Signed

Brian Martin / President

Print Name and Title

Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Dallas } ss:

On this 12 day of February, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Brian Martin

X to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



(NOTARY SEAL) \_\_\_\_\_ (Sign in Ink)

PAMELA OSBORN

Commission Number 729370

My Commission Expires

October 8, 2025

Notary Public in and for the State of Iowa

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)

Threshold Development, LLC

**CAPACITY CLAIMED BY SIGNER:**

INDIVIDUAL

X CORPORATE

Title(s) of Corporate Officer(s)

President

Corporate Seal is affixed

X No Corporate Seal procured

PARTNER(S):

\_\_\_\_ Limited Partnership

\_\_\_\_ General Partnership

\_\_\_\_ ATTORNEY-IN-FACT

\_\_\_\_ EXECUTOR(S) or TRUSTEE(S)

\_\_\_\_ GUARDIAN(S) or CONSERVATOR(S)

\_\_\_\_ OTHER: \_\_\_\_\_

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



OUTLOT T  
SPECTRUM 36 - PLAT 1

OWNER: THRESHOLD DEVELOPMENT, LLC  
SITE ADDRESS: 2340 NE 36TH STREET  
PARCEL ID: 8023-06-476-002

EXISTING 7'  
GAS EASEMENT

EXISTING 10'  
PUBLIC UTILITY  
EASEMENT

EXISTING 10'  
GAS & ELECTRIC  
EASEMENT

TEMPORARY  
CONSTRUCTION  
EASEMENT  
19632.84 S.F.

N00°00'14"E  
23.97'

S89°25'37"E 289.78'

S87°00'07"E 176.19'

S89°15'35"E 321.37'

N80°11'20"E  
38.72'

N89°15'21"W 304.06'  
REC. AS S89°24'03"E

N86°57'55"W 150.12'  
REC. AS S87°06'37"E

N89°15'21"W 341.18'  
REC. AS S89°24'03"E

S0°03'45"W(R)  
S00°12'27"W  
1.02'

SE CORNER  
OUTLOT T

N45°19'51"E(R)  
S45°28'33"W  
42.23'

N.E. 36TH STREET (ROW VARIES)

SE CORNER  
SEC. 6-80-23

N.E. 29TH STREET (ROW VARIES)

Easement Description - Temporary Construction:

That part of Outlot T in Spectrum 36-Plat 1, City of Ankeny, Polk County, Iowa, being more particularly described as follows: Beginning at the Southeast Corner of said Outlot T; thence following the south line thereof S45°28'33"W, 42.23 feet; thence N89°15'21"W, 341.18 feet; thence N86°57'55"W, 150.12 feet; thence N89°15'21"W, 304.06 feet; thence departing said south line N00°00'14"E, 23.97 feet; thence S89°25'37"E, 289.78 feet; thence S87°00'07"E, 176.19 feet; thence S89°15'35"E, 321.37 feet; thence N80°11'20"E, 38.72 feet to the east line of said Outlot T; thence S00°12'27"W, 1.02 feet to the point of beginning, containing 19632.84 s.f.

RECEIVED

MAR 01 2024

CITY OF ANKENY



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS

License number 17161

My license renewal date is December 31, 2025.

DATE

*2/23/24*





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 3)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

FISCAL IMPACT: **No**

The compensation for the temporary construction easement is \$6,057.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$6,057.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting the permanent water main easement

and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                                        |
|  <a href="#">Resolution</a>                                             |
|  <a href="#">Purchase Agreement - Permanent and Temporary Easements</a> |
|  <a href="#">Temporary Construction Easement</a>                        |
|  <a href="#">Permanent Water Main Easement</a>                          |

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND  
APPROVING DOCUMENTS FOR THE ACQUISITION OF  
PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION  
EASEMENT FOR THE  
NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT  
IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by DRA Properties, LC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from DRA Properties, LC.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

## CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:     DRA Properties  
                  1525 NE 36<sup>th</sup> Street  
                  Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$6,057.00, calculated as follows:

|                                  |                                               |            |
|----------------------------------|-----------------------------------------------|------------|
| Fee Title (Warranty Deed):       | 000 SF x \$0.00 / SF x 100% =                 | \$0.00     |
| Permanent Easement (All Others): | 19,813.62 SF x \$0.00 / SF x 50% =            | \$0.00     |
| Temporary Easement:              | 46,232.36 SF x \$1.31/SF x 10% x 1.0 years) = | \$6,056.44 |
| <u>Other Considerations:</u>     |                                               | = \$0.00   |
| Total Compensation:              | (Rounded Up)                                  | \$6,057.00 |

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 7<sup>th</sup> day of MARCH, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Donald Clark

Don Clark, Director of Municipal Utilities

THIS OFFER IS ACCEPTED on this 5<sup>th</sup> day of March, 2024.

By:

Ashley Johnson

Ashley Johnson

Approved by the City Council of the City of Ankeny, Iowa on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, by Resolution No. \_\_\_\_\_.

By:

\_\_\_\_\_  
Mark E. Holm, Mayor

Attest:

\_\_\_\_\_  
Michelle Yuska, City Clerk



**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, DPA Properties, LC,  
(hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

**See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

**NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 20 24.

Ashley Johnson  
Signed \_\_\_\_\_  
Ashley Johnson, Chief Operating Officer  
Print Name and Title \_\_\_\_\_

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 5<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Ashley Johnson

☒ to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Tracy L Nemitz (Sign in Ink)  
 Tracy L Nemitz (Print Name)  
Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER: |||  
\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Title(s) of Corporate Officer(s) \_\_\_\_\_  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
☒ PARTNER(s):  
\_\_\_\_ ☒ Limited Partnership  
\_\_\_\_ General Partnership  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
\_\_\_\_ List name(s) of entity(ies) or person(s)  
\_\_\_\_ DKA Properties, LLC  
\_\_\_\_  
\_\_\_\_

ACCEPTANCE BY CITY

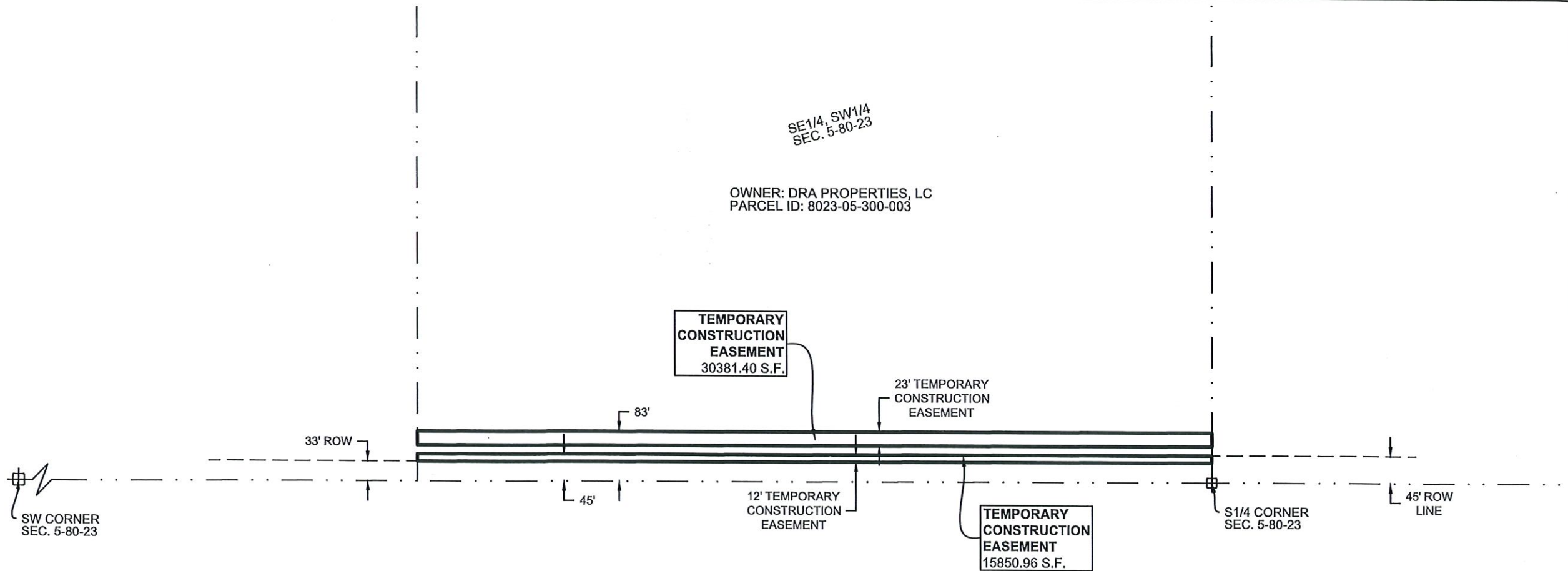
STATE OF IOWA, COUNTY OF POLK, ss:

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa





Easement Description - Temporary Construction:  
The North 12.00 feet of the South 45.00 feet and the North 23.00 feet of the South 83.00 feet of the Southeast Quarter of the Southwest Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, all together containing 46232.36 s.f.



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS  
License number 17161

My license renewal date is December 31, 2025.

*2/23/24*  
DATE





**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450  
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

**PERMANENT WATER MAIN EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, DPA PROPERTIES, LLC, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

**See Attached Permanent Easement Plat**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Water Main and Appurtenances**

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 20 24.

Ashley Johnson  
Signed

Signed \_\_\_\_\_

Ashley Johnson, Chief Operating Officer  
Print Name and Title

Print Name and Title \_\_\_\_\_

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 5<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Ashley Johnson

☒ to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



Tracy L. Nemitz (Sign in Ink)  
Tracy L. Nemitz (Print Name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

☐ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officer(s) \_\_\_\_\_  
☐ Corporate Seal is affixed  
☐ No Corporate Seal procured  
☒ PARTNER(s):  
☒ Limited Partnership  
☐ General Partnership  
☐ ATTORNEY-IN-FACT  
☐ EXECUTOR(s) or TRUSTEE(s)  
☐ GUARDIAN(s) or CONSERVATOR(s)  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)  
DLA Properties, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa

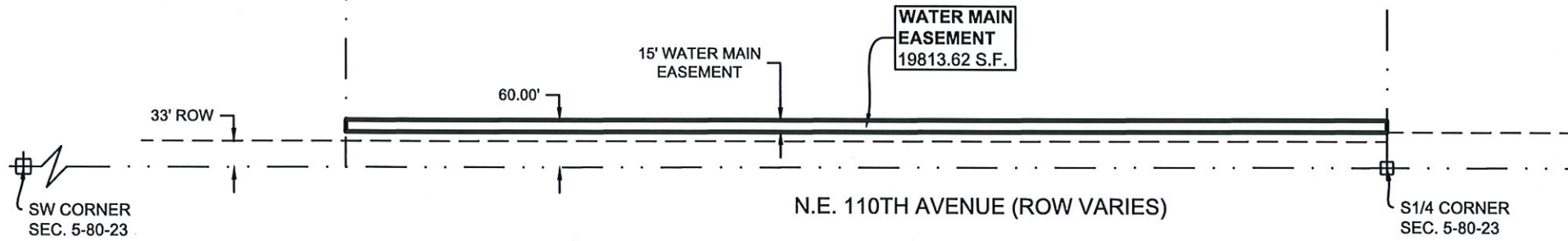


SW1/4, SW1/4  
SEC. 5-80-23

SE1/4, SW1/4  
SEC. 5-80-23

SW1/4, SE1/4  
SEC. 5-80-23

OWNER: DRA PROPERTIES, LC  
PARCEL ID: 8023-05-300-003



Easement Description - Water Main:  
The North 15.00 feet of the South 60.00 feet of the Southeast Quarter of the Southwest Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, containing 19813.62 s.f.



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS

License number 17161

My license renewal date is December 31, 2025.

*2/23/24*

DATE







ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 4)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

FISCAL IMPACT: **No**

The compensation for the temporary construction easement is \$7,433.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$7,433.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting the permanent water main easement

and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                                        |
|  <a href="#">Purchase Agreement - Permanent and Temporary Easements</a> |
|  <a href="#">Resolution</a>                                             |
|  <a href="#">Temporary Construction Easement</a>                        |
|  <a href="#">Permanent Water Main Easement</a>                          |



**CITY OF ANKENY, IOWA  
OFFER TO PURCHASE**

To Seller:     DRA Properties  
                  1525 NE 36<sup>th</sup> Street  
                  Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$7,433.00, calculated as follows:

|                                  |                                               |                 |
|----------------------------------|-----------------------------------------------|-----------------|
| Fee Title (Warranty Deed):       | 000 SF x \$0.00 / SF x 100% =                 | \$0.00          |
| Permanent Easement (All Others): | 38,965.53 SF x \$0.00 / SF x 50% =            | \$0.00          |
| Temporary Easement:              | 56,733.90 SF x \$1.31/SF x 10% x 1.0 years) = | \$7,432.14      |
| <u>Other Considerations:</u>     |                                               | <u>= \$0.00</u> |
| Total Compensation:              | (Rounded Up)                                  | \$7,433.00      |

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 7th day of MARCH, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Donald Clark  
Don Clark, Director of Municipal Utilities

THIS OFFER IS ACCEPTED on this 5th day of MARCH, 2024.

By: Ashley Johnson  
Ashley Johnson

Approved by the City Council of the City of Ankeny, Iowa on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Resolution No. \_\_\_\_\_.

By: \_\_\_\_\_  
Mark E. Holm, Mayor

Attest: \_\_\_\_\_  
Michelle Yuska, City Clerk

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND  
APPROVING DOCUMENTS FOR THE ACQUISITION OF  
PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION  
EASEMENT FOR THE  
NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT  
IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by DRA Properties, LC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from DRA Properties, LC.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, DA Properties, LC,  
(hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

**See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

**NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 20 24.

Ashley Johnson  
Signed

Signed

Ashley Johnson, Chief Operating Officer  
Print Name and Title

Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 5<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Ashley Johnson

✓ to me personally known  
or        proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



Tracy L. Nemitz (Sign in Ink)  
Tracy L. Nemitz (Print Name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

       INDIVIDUAL  
       CORPORATE  
Title(s) of Corporate Officer(s)         
       Corporate Seal is affixed  
       No Corporate Seal procured  
✓ PARTNER(s):  
       ✓ Limited Partnership  
       General Partnership  
       ATTORNEY-IN-FACT  
       EXECUTOR(s) or TRUSTEE(s)  
       GUARDIAN(s) or CONSERVATOR(s)  
       OTHER:       

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)  
DKA Properties, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I,                                 , City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No.                                 , passed on the            day of  
                                , 20           , and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this            day of           , 20           .

                                  
City Clerk of the City of Ankeny, Iowa

OWNER: DRA PROPERTIES, LC  
SITE ADDRESS: 3454 NE 110TH AVE.  
PARCEL ID: 8023-05-400-001

SE 1/4  
SEC. 5-80-23

TEMPORARY  
CONSTRUCTION  
EASEMENT  
11632.83 S.F.

TEMPORARY  
CONSTRUCTION  
EASEMENT  
45101.07 S.F.

83'  
505.72'  
23' TEMPORARY  
CONSTRUCTION  
EASEMENT  
S1/4 CORNER  
SEC. 5-80-23

83'  
1960.96'  
N.E. 110TH AVENUE (ROW VARIES)

23' TEMPORARY  
CONSTRUCTION  
EASEMENT

45' ROW  
LINE

33' ROW LINE

N.E. 38TH STREET

SE CORNER  
SEC. 5-80-23

Easement Description - Temporary Construction:  
The North 23.00 feet of the South 83.00 feet of the West 505.72 feet and the North 23.00 feet of the South 83.00 feet of the West 1960.96 feet of the East 1993.96 feet of the Southeast Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, all together containing 56733.90 s.f.



STRAND  
ASSOCIATES®  
Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

*R. Bradley Stumbo*  
R. BRADLEY STUMBO, PLS  
License number 17161

*2/23/24*  
DATE

My license renewal date is December 31, 2025.







**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450  
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

**PERMANENT WATER MAIN EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, DLA PROPERTIES, LC, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

**See Attached Permanent Easement Plat**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Water Main and Appurtenances**

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 5th day of March, 2024.

Ashley Johnson  
Signed

Ashley Johnson, Chief Operating Officer  
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 5th day of March, A.D. 2024,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Ashley Johnson

☒ to me personally known  
or ☐ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

(NOTARY SEAL)  
TRACY L. NEMITZ (Sign in Ink)  
Commission Number 737958  
My Commission Expires February 13, 2027  
(Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officer(s)  
  
☐ Corporate Seal is affixed  
☐ No Corporate Seal procured  
  
☒ PARTNER(s):  
☒ Limited Partnership  
☐ General Partnership  
☐ ATTORNEY-IN-FACT  
☐ EXECUTOR(s) or TRUSTEE(s)  
☐ GUARDIAN(s) or CONSERVATOR(s)  
☐ OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)  
DHA Properties, LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk of the City of Ankeny, Iowa





SE1/4, SW1/4  
SEC. 5-80-23

SE1/4  
SEC. 5-80-23

OWNER: DRA PROPERTIES, LC  
SITE ADDRESS: 3454 NE 110TH AVE.  
PARCEL ID: 8023-05-400-001

WATER MAIN  
EASEMENT  
38965.53 S.F.

33' ROW LINE  
N.E. 38TH STREET

S1/4 CORNER  
SEC. 5-80-23

60.00'

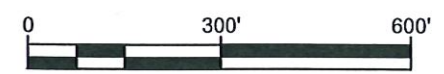
15.00'

N.E. 110TH AVENUE (ROW VARIES)

45' ROW LINE

SE CORNER  
SEC. 5-80-23

Easement Description - Water Main:  
The North 15.00 feet of the South 60.00 feet of the Southeast Quarter of Section 5,  
Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, containing  
38965.53 s.f.



**STRAND**  
ASSOCIATES<sup>®</sup>

Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

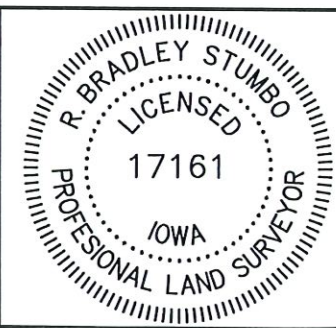
*R. Bradley Stumbo*

*2/23/24*

R. BRADLEY STUMBO, PLS  
License number 17161

DATE

My license renewal date is December 31, 2025.









ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

ACTION REQUESTED:  
Resolution

LEGAL:  
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (DRA Properties 5)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

FISCAL IMPACT: **No**

The compensation for the temporary construction easement is \$11,959.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$11,959.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting the permanent water main easement

and temporary construction easement from DRA Properties, LLC to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                                        |
|  <a href="#">Resolution</a>                                             |
|  <a href="#">Purchase Agreement - Permanent and Temporary Easements</a> |
|  <a href="#">Temporary Construction Easement</a>                        |
|  <a href="#">Permanent Water Main Easement</a>                          |

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND  
APPROVING DOCUMENTS FOR THE ACQUISITION OF  
PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION  
EASEMENT FOR THE  
NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT  
IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by DRA Properties, LC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from DRA Properties, LC.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA**  
**OFFER TO PURCHASE**

To Seller:     DRA Properties  
                  1525 NE 36<sup>th</sup> Street  
                  Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$11,959.00, calculated as follows:

|                                  |                                              |             |
|----------------------------------|----------------------------------------------|-------------|
| Fee Title (Warranty Deed):       | 000 SF x \$0.00 / SF x 100% =                | \$0.00      |
| Permanent Easement (All Others): | 39,124.13 SF x \$0.00 / SF x 50% =           | \$0.00      |
| Temporary Easement:              | 91,289.73SF x \$1.31/SF x 10% x 1.0 years) = | \$11,958.95 |
| Other Considerations:            |                                              | = \$0.00    |
| Total Compensation:              | (Rounded Up)                                 | \$11,959.00 |

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 7<sup>th</sup> day of MARCH, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Donald Clark  
Don Clark, Director of Municipal Utilities

THIS OFFER IS ACCEPTED on this 5<sup>th</sup> day of MARCH, 2024.

By: Ashley Johnson  
Ashley Johnson

Approved by the City Council of the City of Ankeny, Iowa on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Resolution No. \_\_\_\_\_.

By: \_\_\_\_\_  
Mark E. Holm, Mayor

Attest: \_\_\_\_\_  
Michelle Yuska, City Clerk



**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, DKA Properties, LC,  
(hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

**See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

**NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 20 24.

  
Signed \_\_\_\_\_

Ashley Johnson, Chief Operating Officer  
Print Name and Title \_\_\_\_\_

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 5<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Ashley Johnson

✓ to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



Tracy L. Nemitz (Sign in Ink)

Tracy L. Nemitz (Print Name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Title(s) of Corporate Officer(s)  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
✓ PARTNER(s):  
    ✓ Limited Partnership  
    \_\_\_\_ General Partnership  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

\_\_\_\_ List name(s) of entity(ies) or person(s)  
DLA Properties, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



N.E. 110TH AVENUE

NE CORNER  
SEC. 8-80-23

33' ROW LINE

EXISTING  
33' ROW

45'

83'

12' TEMPORARY CONSTRUCTION EASEMENT

23' TEMPORARY CONSTRUCTION EASEMENT

NE 1/4  
SEC. 8-80-23

OWNER: DRA PROPERTIES, LC  
PARCEL ID: 8023-08-200-002

TEMPORARY  
CONSTRUCTION  
EASEMENT  
59990.38 S.F.

TEMPORARY  
CONSTRUCTION  
EASEMENT  
31299.35 S.F.

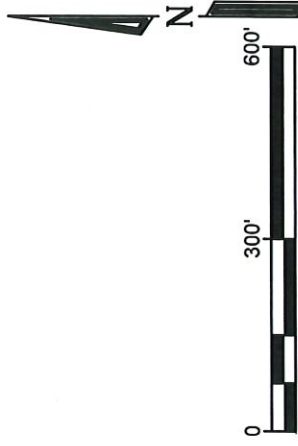
N. FT. 38TH STREET

EXISTING  
33' ROW

E 1/4 CORNER  
SEC. 8-80-23

EXISTING 10' GAS  
MAIN EASEMENT  
BK 19485, PG 93

Easement Description - Temporary Construction:  
The West 12.00 feet of the East 45.00 feet, except the North 33.00 feet thereof, and the West 23.00 feet of the East 83.00 feet, except the North 33.00 feet thereof, all in the Northeast Quarter of Section 8, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, all together containing 91289.73 s.f.



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

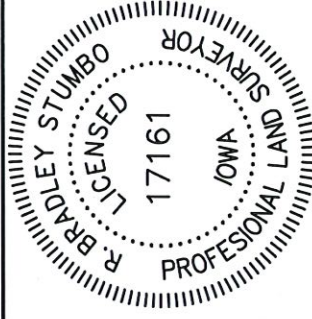
*R. Bradley Stumbo* *2/27/24*

R. BRADLEY STUMBO, PLS

License number 17161

DATE

My license renewal date is December 31, 2025.





**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450  
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

**PERMANENT WATER MAIN EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, DA Properties, LC,  
hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00); and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

**See Attached Permanent Easement Plat**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Water Main and Appurtenances**

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 2024.

Ashley Johnson  
Signed

Signed \_\_\_\_\_

Ashley Johnson, Chit Operating  
Print Name and Title Officer

Print Name and Title \_\_\_\_\_

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 5<sup>th</sup> day of March, A.D. 2024,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Ashley Johnson

✓ to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



Tracy L. Nemitz (Sign in Ink)

Tracy L. Nemitz (Print Name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Title(s) of Corporate Officer(s)  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
✓ PARTNER(s):  
✓ Limited Partnership  
\_\_\_\_ General Partnership  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

\_\_\_\_ List name(s) of entity(ies) or person(s)  
DPA Properties, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



N.E. 110TH AVENUE  
33' ROW LINE

NE CORNER  
SEC. 8-80-23

EXISTING  
33' ROW

60'

15' WATER MAIN EASEMENT

NE 1/4  
SEC. 8-80-23

OWNER: DRA PROPERTIES, LC  
PARCEL ID: 8023-08-200-002

WATER MAIN  
EASEMENT  
39124.18 S.F.

N.E. 38TH STREET

Easement Description - Water Main:  
The West 15.00 feet of the East 60.00 feet, except the North  
33.00 feet thereof, of the Northeast Quarter of Section 8,  
Township 80 North, Range 23 West of the 5th P.M., Polk  
County, Iowa, containing 39124.18 s.f.

EXISTING  
33' ROW

E1/4 CORNER  
SEC. 8-80-23

EXISTING 10' GAS  
MAIN EASEMENT  
BK 19485, PG 93



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was  
prepared 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.

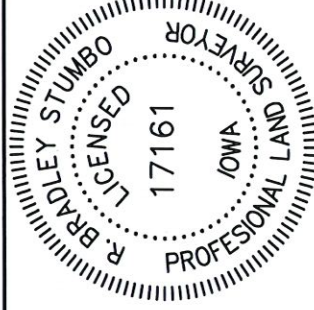
*R. Bradley Stumbo* *2/23/24*

R. BRADLEY STUMBO, PLS

License number 17161

DATE

My license renewal date is December 31, 2025.







ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:  
Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (Susan Albaugh)

---

EXECUTIVE SUMMARY:  
The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from Susan Albaugh to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

---

FISCAL IMPACT: **No**  
The compensation for the temporary construction easement is \$11,962.00. The compensation for the permanent water main easement is \$0.00, which brings the total compensation to \$11,962.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

CITY MANAGER'S RECOMMENDATIONS:  
Approve the motion to adopt a **RESOLUTION** accepting the permanent water main easement

and temporary construction easement from Susan Albaugh to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                                        |
|  <a href="#">Purchase Agreement - Permanent and Temporary Easements</a> |
|  <a href="#">Resolution</a>                                             |
|  <a href="#">Temporary Construction Easement</a>                        |
|  <a href="#">Permanent Water Main Easement</a>                          |



## CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Susan Albaugh Revocable Trust  
1525 NE 36<sup>th</sup> Street  
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$11,962.00, calculated as follows:

|                                  |                                               |             |
|----------------------------------|-----------------------------------------------|-------------|
| Fee Title (Warranty Deed):       | 0 SF x \$0.00 / SF x 100% =                   | \$0.00      |
| Permanent Easement (All Others): | 39,131.70 SF x \$0.00 / SF x 50% =            | \$0.00      |
| Temporary Easement:              | 91,307.22 SF x \$1.31/SF x 10% x 1.0 years) = | \$11,961.25 |
| Other Considerations:            |                                               | = \$0.00    |
| Total Compensation:              | (Rounded Up)                                  | \$11,962.00 |

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 7<sup>th</sup> day of MARCH, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Donald Clark

Don Clark, Director of Municipal Utilities

THIS OFFER IS ACCEPTED on this 5<sup>th</sup> day of March, 2024.

By:

Susan Albaugh

Susan Albaugh

Approved by the City Council of the City of Ankeny, Iowa on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by Resolution No. \_\_\_\_\_.

By:

\_\_\_\_\_  
Mark E. Holm, Mayor

Attest:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND  
APPROVING DOCUMENTS FOR THE ACQUISITION OF  
PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION  
EASEMENT FOR THE  
NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT  
IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by Susan Albaugh to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from Susan Albaugh.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, SUSAN ALDAUGH, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

**See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

### **NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 20 24.

Susan Albaugh  
Signed

Signed

Susan Albaugh, Trustee  
Print Name and Title

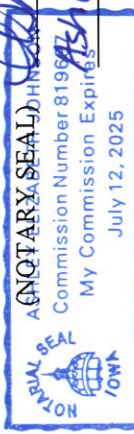
Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF POLK } ss:

On this 5<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Susan Albaugh

X to me personally known  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.

 Ashley E. Johnson (Sign in Ink)  
My Commission Expires July 12, 2025 (Print Name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

☒ INDIVIDUAL  
☐ CORPORATE  
Title(s) of Corporate Officer(s) \_\_\_\_\_  
\_\_\_\_\_  
Corporate Seal is affixed  
☐ No Corporate Seal procured  
PARTNER(s):  
☐ Limited Partnership  
☐ General Partnership  
☐ ATTORNEY-IN-FACT  
☐ EXECUTOR(s) or TRUSTEE(s)  
☐ GUARDIAN(s) or CONSERVATOR(s)  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)  
Susan Albaugh  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE BY CITY**

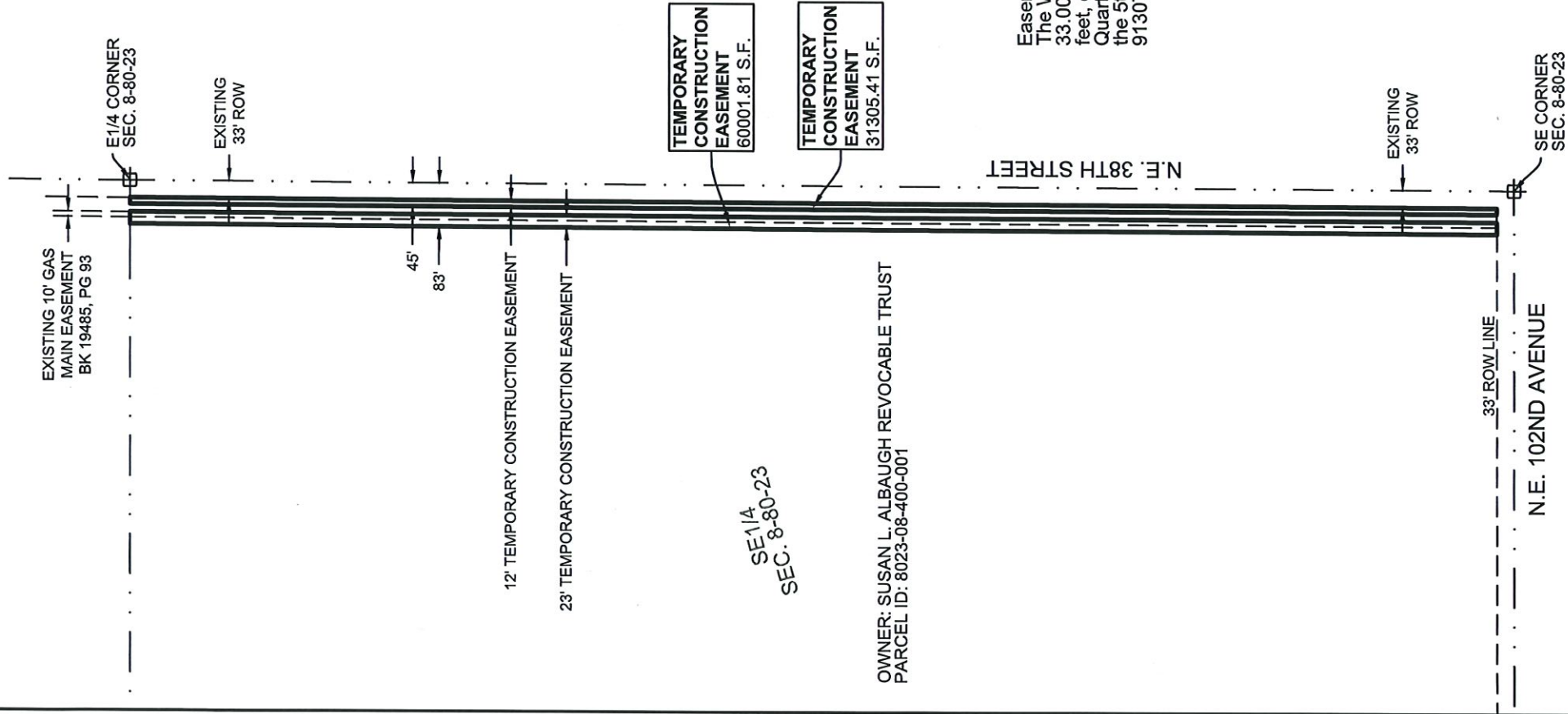
**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa

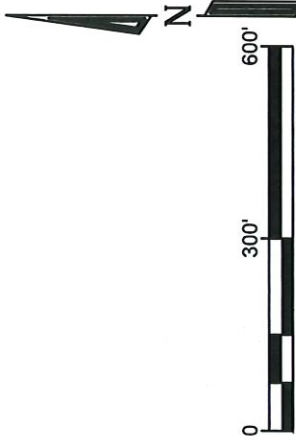




OWNER: SUSAN L. ALBAUGH REVOCABLE TRUST  
PARCEL ID: 8023-08-400-001

SE 1/4  
SEC. 8-80-23

Easement Description - Temporary Construction:  
The West 12.00 feet of the East 45.00 feet, except the South 33.00 feet thereof, and the West 23.00 feet of the East 83.00 feet, except the South 33.00 feet thereof, all in Southeast Quarter of Section 8, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, all together containing 91307.22 s.f.



Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

*R. Bradley Stumbo*  
R. BRADLEY STUMBO, PLS  
License number 17161  
DATE: 2/23/24  
My license renewal date is December 31, 2025.







**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450  
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

**PERMANENT WATER MAIN EASEMENT**

KNOW ALL BY THESE PRESENTS:

The undersigned, SUSAN KENYUGH, hereinafter referred to as “Grantor”, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as “Grantee” or “City”, a permanent easement under, through, and across the following described real estate:

**See Attached Permanent Easement Plat**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

**Public Water Main and Appurtenances**

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 5<sup>th</sup> day of March, 20 24.

Signed \_\_\_\_\_  
Susan Whang

Signed

Susan Albaugh, Trustee

Print Name and Title

## SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF lowa }  
COUNTY OF polk } ss:

On this 5<sup>th</sup> day of March, A.D. 2024,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Susan Abareshi

X to me personally known

or \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)  
ASHLEY ELIZABETH JOHNSON  
Commission Number 819697  
My Commission Expires

(NOTARY SEAL)

*[Signature]*

(Sign in Ink)

Ashley E Johnson (Print Name)

July 12, 2025  
Notary Public in and for the State of  


## ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Clerk of the City of Ankeny, Iowa





EXISTING 10' GAS  
MAIN EASEMENT  
BK 19485, PG 93

E1/4 CORNER  
SEC. 8-80-23

EXISTING  
33' ROW

60'

15' WATER MAIN EASEMENT

SE1/4  
SEC. 8-80-23

OWNER: SUSAN L. ALBAUGH REVOCABLE TRUST  
PARCEL ID: 8023-08-400-001

WATER MAIN  
EASEMENT  
39131.70 S.F.

N.E. 38TH STREET

Easement Description - Water Main:  
The West 15.00 feet of the East 60.00 feet, except the South  
33.00 feet thereof, of the Southeast Quarter of Section 8,  
Township 80 North, Range 23 West of the 5th P.M., Polk  
County, Iowa, containing 39131.70 s.f.

EXISTING  
33' ROW

33' ROW LINE  
N.E. 102ND AVENUE

SE CORNER  
SEC. 8-80-23



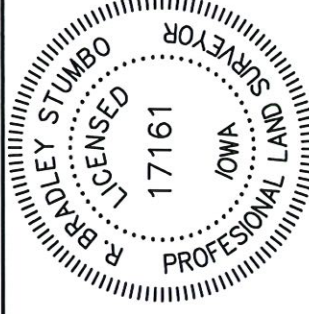
Strand Associates, Inc.  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was  
prepared 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.

*R. Bradley Stumbo* *2/23/24*

R. BRADLEY STUMBO, PLS  
License number 17161  
My license renewal date is December 31, 2025.

DATE



N







ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:  
Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent water main easement and temporary construction easement for the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa. (NDA Farms)

---

EXECUTIVE SUMMARY:  
The action before the council is the adoption of a Resolution accepting permanent water main easement and temporary construction easement from NDA Farms to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project.

---

FISCAL IMPACT: **No**  
The compensation for the temporary construction easement is \$12,619.00. The compensation for the permanent water main easement is \$26,868.00, which brings the total compensation to \$39,487.00 which is included in the budget for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

CITY MANAGER'S RECOMMENDATIONS:  
Approve the motion to adopt a RESOLUTION accepting the permanent water main easement

and temporary construction easement from NDA Farms to facilitate the construction of the NE 36th Street and NE 38th Street Water Main Loop Project in Ankeny, Iowa.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: Resolution approving and authorizing the acquisition of property for the NE 36th Street and NE 38th Street Water Main Loop Project.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                                        |
|  <a href="#">Purchase Agreement - Permanent and Temporary Easements</a> |
|  <a href="#">Resolution</a>                                             |
|  <a href="#">Temporary Construction Easement</a>                        |
|  <a href="#">Permanent Water Main Easement</a>                          |

## CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller:     NDA Farms, LLC  
                  2296 W. 138<sup>th</sup> St. N  
                  Colfax, IA 50054

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$39,487.00, calculated as follows:

|                                  |                                             |               |
|----------------------------------|---------------------------------------------|---------------|
| Fee Title (Warranty Deed):       | 0 SF x \$0.00 / SF x 100% =                 | \$0.00        |
| Permanent Easement (All Others): | 18,466.01SF x \$2.91/SF x 50% =             | \$26,868.04   |
| Temporary Easement:              | 43,363.13SF x \$2.91/SF x 10% x 1.0 years = | \$12,618.67   |
| <u>Other Considerations:</u>     | =                                           | <u>\$0.00</u> |
| Total Compensation:              | (Rounded Up)                                | \$39,487.00   |

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 8th day of MARCH, 2024.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Donald Clark

Don Clark, Director of Municipal Utilities

THIS OFFER IS ACCEPTED on this 8th day of March, 2024.

By:

Connie Veasman

Connie Veasman

Approved by the City Council of the City of Ankeny, Iowa on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by Resolution No. \_\_\_\_\_.

By:

\_\_\_\_\_  
Mark E. Holm, Mayor

Attest:

\_\_\_\_\_  
Michelle Yuska, City Clerk

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND  
APPROVING DOCUMENTS FOR THE ACQUISITION OF  
PERMANENT WATER EASEMENT AND TEMPORARY CONSTRUCTION  
EASEMENT FOR THE  
NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN LOOP PROJECT  
IN ANKENY, IOWA**

---

**WHEREAS**, the City of Ankeny has requested that permanent water easement and temporary construction easement be granted by NDA Farms, LLC to facilitate the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project in Ankeny, Iowa; and

**WHEREAS**, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water easement and temporary construction easement necessary for the construction of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project; and

**WHEREAS**, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water easement and temporary construction easement from NDA Farms, LLC.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Water Easement, and Temporary Construction Easement for the completion of the NE 36<sup>th</sup> Street and NE 38<sup>th</sup> Street Water Main Loop Project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, NDA FARMS, LLC,  
(hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

**See Attached Temporary Easement Exhibit**

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

**NE 36<sup>TH</sup> STREET AND NE 38<sup>TH</sup> STREET WATER MAIN PROJECT**

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24<sup>th</sup> day of March, 20 24.

Connie Veasman

Signed

Signed

Connie Veasman

Print Name and Title Member Manager

Print Name and Title

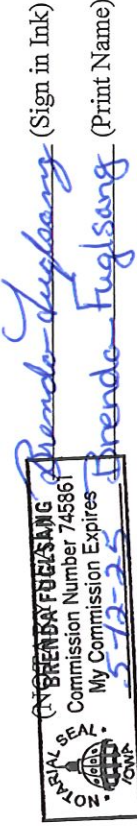
**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 24<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Connie Veasman

\_\_\_\_\_ to me personally known

or X proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



Notary Public in and for the State of Iowa

(Sign in Ink)

(Print Name)

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa

**CAPACITY CLAIMED BY SIGNER:**

\_\_\_\_ INDIVIDUAL  
\_\_\_\_ CORPORATE  
\_\_\_\_ Title(s) of Corporate Officer(s)  
\_\_\_\_  
\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_ No Corporate Seal procured  
X PARTNER(s):  
X Limited Partnership  
\_\_\_\_ General Partnership  
\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_\_ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

\_\_\_\_ List name(s) of entity(ies) or person(s)  
IPA Iowa, LLC



N.E. 29TH STREET (ROW VARIES)

PUBLIC ROW LINE

SW1/4, SW1/4  
SEC. 5-80-23

OWNER: NDA FARMS, LLC  
PARCEL ID: 8023-05-300-006

Portion of new Temporary Construction  
Easement lying within the existing  
Permanent Drainage Easement =  
3449.29 s.f.

PERMANENT  
DRAINAGE  
EASEMENT  
BK 19059,  
PG 296

23' TEMPORARY  
CONSTRUCTION  
EASEMENT

12' TEMPORARY  
CONSTRUCTION  
EASEMENT

TEMPORARY  
CONSTRUCTION  
EASEMENT  
28752.78 S.F.

TEMPORARY  
CONSTRUCTION  
EASEMENT  
14610.35 S.F.

33' RIGHT OF WAY LINE

N.E. 110TH AVENUE (ROW VARIES)

SW CORNER  
SEC. 5-80-23

83'

45'

Easement Description - Temporary Construction:  
The North 12.00 feet of the South 45.00 feet and the North 23.00 feet of the South 83.00 feet of the Southwest Quarter of the Southwest Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, lying North and East of the public right of way, and all together containing 43363.13 s.f.



FOX Strand  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

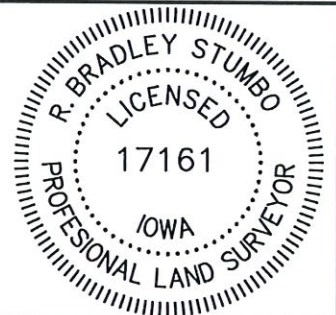
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS  
License number 17161

My license renewal date is December 31, 2025.

*2/23/24*  
DATE





**WHEN RECORDED RETURN TO:**

City of Ankeny  
Attn: City Clerk  
410 West First Street  
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450  
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

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**Public Water Main and Appurtenances**

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2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF, we have hereunto affixed our hands this 8<sup>th</sup> day of March, 20 24.

Connie Veasman

Signed

Connie Veasman  
Print Name and Title Member Mayor

Print Name and Title

**SELLER'S ALL PURPOSE ACKNOWLEDGMENT**

STATE OF Iowa }  
COUNTY OF Polk } ss:

On this 8<sup>th</sup> day of March, A.D. 20 24,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared Connie Jo Veasman

\_\_\_\_\_ to me personally known  
or X proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf  
of which the person(s) acted, executed the instrument.



Brenda Fuglsang (Sign in Ink)  
Brenda Fuglsang (Print Name)

Notary Public in and for the State of Iowa

**CAPACITY CLAIMED BY SIGNER:**

\_\_\_ INDIVIDUAL  
\_\_\_ CORPORATE  
Title(s) of Corporate Officer(s) \_\_\_\_\_  
\_\_\_ Corporate Seal is affixed  
\_\_\_ No Corporate Seal procured  
X PARTNER(s):  
X Limited Partnership  
\_\_\_ General Partnership  
\_\_\_ ATTORNEY-IN-FACT  
\_\_\_ EXECUTOR(s) or TRUSTEE(s)  
\_\_\_ GUARDIAN(s) or CONSERVATOR(s)  
\_\_\_ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

List name(s) of entity(ies) or person(s)  
IDA Farms, LLC

**ACCEPTANCE BY CITY**

**STATE OF IOWA, COUNTY OF POLK, ss:**

I, \_\_\_\_\_, City Clerk of the City of Ankeny, Iowa, do hereby  
certify that the within and foregoing instrument was duly approved and accepted by the City  
Council of said City by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_, and this certificate is made pursuant to authority  
contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
City Clerk of the City of Ankeny, Iowa



N.E. 29TH STREET (ROW VARIES)

PUBLIC ROW LINE

SW1/4, SW1/4  
SEC. 5-80-23

OWNER: NDA FARMS, LLC  
PARCEL ID: 8023-05-300-006

Portion of new Water Main Easement  
lying within the existing Permanent  
Drainage Easement = 1927.74 s.f.

PERMANENT  
DRAINAGE  
EASEMENT  
BK 19059,  
PG 296

15' WATER MAIN  
EASEMENT

WATER MAIN  
EASEMENT  
18466.01 S.F.

33' RIGHT OF WAY LINE

N.E. 110TH AVENUE (ROW VARIES)

SW CORNER  
SEC. 5-80-23

60'

Easement Description - Water Main:  
The North 15.00 feet of the South 60.00 feet of the Southwest Quarter of the Southwest Quarter of Section 5, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, lying North and East of the public right of way, and containing 18466.01 s.f.



FOX Strand  
414 South 17th Street, Suite 107  
Ames, Iowa 50010  
Phone: (515) 233-0000  
FAX: (515) 233-0103

I hereby certify that this land surveying document was prepared 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.

*R. Bradley Stumbo*

R. BRADLEY STUMBO, PLS

License number 17161

My license renewal date is December 31, 2025.

*2/23/24*

DATE







ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:  
Deliver Exceptional Service

---

ACTION REQUESTED:  
Resolution

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LEGAL:  
No Review Required

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SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with Prairie Trail Commercial, L.L.C., concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan, in the City of Ankeny, Iowa.

---

EXECUTIVE SUMMARY:

Prairie Trail Commercial, L.L.C. has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1 Site Plan. The approved Traffic Impact Study shows that repaving of the SW 16<sup>th</sup> Street/SW School Street and SW 18<sup>th</sup> Street/SW School Street intersections is necessary for crosswalk ADA compliance. The Traffic Study also shows the need to convert the intersection of SW 16<sup>th</sup> Street and SW School Street to an all-way stop. The Intersection Improvements are not currently programmed into the City's Capital Improvement Program (CIP).

---

FISCAL IMPACT: **Yes**

The Developer will design and construct the Intersection Improvements as part of the public improvements required for the Project. The City agrees to reimburse the Developer for the design and construction costs for the Intersection Improvements, not to exceed \$116,000.00 within thirty (30) days after the public improvements for the Project have been completed and accepted by the City Council.

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve the Development Agreement with Prairie Trail Commercial, L.L.C. for the construction of intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1 Site Plan, and authorize the Mayor to execute said agreement.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

---

**ATTACHMENTS:**

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                        |
|  <a href="#">Resolution</a>             |
|  <a href="#">Development Agreement</a> |



## RESOLUTION

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT  
WITH PRAIRIE TRAIL COMMERCIAL, LLC, CONCERNING INTERSECTION  
IMPROVEMENTS AT SW 16TH STREET / SW SCHOOL STREET AND SW 18TH STREET /  
SW SCHOOL STREET ASSOCIATED WITH THE DEVELOPMENT OF THE  
LOT 1, HERITAGE COMMERCIAL AT PRAIRIE TRAIL PLAT 1,  
1630 SOUTH ANKENY BOULEVARD SITE PLAN.**

---

**WHEREAS**, City staff and Prairie Trail Commercial, LLC, have entered into a development agreement that outlines certain terms and conditions concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan; and

**WHEREAS**, City staff and Prairie Trail Commercial, LLC, have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with Prairie Trail Commercial, LLC, concerning intersection improvements at SW 16th Street / SW School Street and SW 18th Street / SW School Street associated with the development of the Lot 1, Heritage Commercial at Prairie Trail Plat 1, 1630 South Ankeny Boulevard Site Plan.

**PASSED AND APPROVED** this 18<sup>th</sup> day of March 2024.

CITY OF ANKENY, IOWA

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**WHEN RECORDED RETURN TO:**

Michelle Yuska, City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ANKENY, IOWA, AND PRAIRIE TRAIL COMMERCIAL LLC**

**WHEREAS**, the City of Ankeny, Iowa (hereinafter the “City”) has received a traffic impact study from Prairie Trail Commercial LLC (hereinafter the “Developer”) regarding the planned development of Heritage Commercial at Prairie Trail Plat 1 (hereinafter the “Project”); and

**WHEREAS**, the June 8, 2023 approved Traffic Impact Study (“Traffic Study”) (with an amended approval date of March 5, 2024) shows that repaving of the SW 16<sup>th</sup> Street/SW School Street and SW 18<sup>th</sup> Street/SW School Street intersections is necessary for crosswalk ADA compliance. The Traffic Study also shows the need to convert the intersection of SW 16<sup>th</sup> Street and SW School Street to an all-way stop (the “Intersection Improvements”); and

**WHEREAS**, the Intersection Improvements are not currently programmed into the City’s Capital Improvement Program (“CIP”); and

**WHEREAS**, the City is agreeable to reimburse the Developer for the design and construction costs for the Intersection Improvements.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The Developer will design and construct the Intersection Improvements as part of the public improvements required for the Project.

2. The City agrees to reimburse the Developer for the design and construction costs for the Intersection Improvements, not to exceed \$116,000.00, as shown on Exhibit A attached. The actual amount to be reimbursed will be based on the engineering fees incurred and the certified construction costs at the time of project completion. Payment shall be made by the City to the Developer within thirty (30) days after the public improvements for the Project have been completed and accepted by the City Council.

3. This Agreement shall be governed by the laws of the State of Iowa.

4. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not

cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

5. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

6. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

7. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

8. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

**City:**

City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023  
Attn.: Don Clark, PE

**Developer:**

Prairie Trail Commercial LLC  
9500 University Avenue, Suite 2112  
West Des Moines, Iowa 50266  
Attn: Jared Johnson

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**PRAIRIE TRAIL COMMERCIAL LLC**

By:   
Jared Johnson, Manager

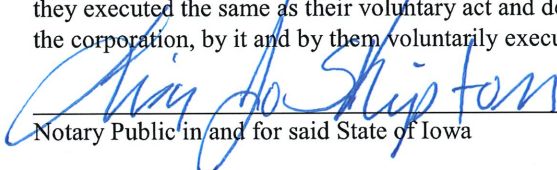
**CITY OF ANKENY, IOWA**

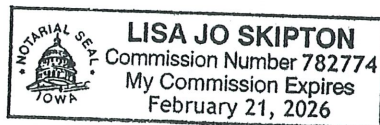
By: \_\_\_\_\_  
Mark E. Holm, Mayor  
Attest:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

**STATE OF IOWA**  
**COUNTY OF POLK, ss:**

On the 1<sup>st</sup> day of February, 2024,  
before me, a Notary Public in and for said County and  
State personally appeared Jared Johnson, respectfully of  
Prairie Trail Commercial LLC, to me personally known,  
who being by me duly sworn, did say that they are the  
Manager of Prairie Trail Commercial LLC, executing the  
within and foregoing instrument and acknowledged that  
they executed the same as their voluntary act and deed of  
the corporation, by it and by them voluntarily executed.

  
Notary Public in and for said State of Iowa



**STATE OF IOWA**  
**COUNTY OF POLK, ss:**

On the \_\_\_\_ day of \_\_\_\_\_, 2024,  
before me, the undersigned, a Notary Public in and for the  
State of Iowa, personally appeared **MARK E. HOLM** and  
**MICHELLE YUSKA**, to me personally known, who,  
being by me duly sworn, did say that they are the Mayor  
and Interim City Clerk of the City of Ankeny, Iowa, a  
municipal corporation; that the seal affixed to the above and  
foregoing instrument is the corporate seal of said municipal  
corporation, and that said instrument was signed and  
contained in the Resolution adopted by the City Council of  
Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2024,  
and the said **MARK E. HOLM** and **MICHELLE**  
**YUSKA** acknowledged the execution of said instrument to  
be their voluntary act and deed and the voluntary act and  
deed of said municipal corporation, by it and by them  
voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**EXHIBIT A****ENGINEER COST ESTIMATE**

| ITEM                             | DESCRIPTION                                                             | UNIT | QUANTITY | UNIT PRICE | EXTENSION           |
|----------------------------------|-------------------------------------------------------------------------|------|----------|------------|---------------------|
| <b>EARTHWORK</b>                 |                                                                         |      |          |            |                     |
| 2.01                             | SURFACE GRADING                                                         | LS   | 1        | \$7,500.00 | \$7,500.00          |
| <b>STREETS AND RELATED WORK</b>  |                                                                         |      |          |            |                     |
| 7.01                             | PAVEMENT, PCC, 8-INCH, WITH CD JOINTS                                   | SY   | 380      | \$100.00   | \$38,000.00         |
| 7.02                             | PCC PAVEMENT SAMPLES AND TESTING                                        | LS   | 1        | \$2,500.00 | \$2,500.00          |
| 7.03                             | REMOVAL OF SIDEWALK                                                     | SY   | 95       | \$17.00    | \$1,615.00          |
| 7.04                             | REMOVAL AND REPLACEMENT OF SIDEWALK PAVERS                              | SF   | 90       | \$20.00    | \$1,800.00          |
| 7.05                             | SIDEWALK, PCC, 5-INCH, NON-REINFORCED                                   | SY   | 50       | \$40.00    | \$2,000.00          |
| 7.06                             | SIDEWALK RAMP, PCC, 6-INCH, NON-REINFORCED                              | SF   | 280      | \$15.00    | \$4,200.00          |
| 7.07                             | TYPE 3 SIDEWALK PAVERS                                                  | SF   | 150      | \$25.00    | \$3,750.00          |
| 7.08                             | DETECTABLE WARNING, CAST IRON                                           | SF   | 56       | \$60.00    | \$3,360.00          |
| 7.09                             | PAVEMENT REMOVAL                                                        | SY   | 380      | \$25.00    | \$9,500.00          |
| <b>TRAFFIC CONTROL</b>           |                                                                         |      |          |            |                     |
| 8.01                             | SIGN INSTALLATION                                                       | EA   | 6        | \$200.00   | \$1,200.00          |
| 8.02                             | SIGN POST INSTALLATION                                                  | EA   | 2        | \$200.00   | \$400.00            |
| 8.03                             | PAINTED PAVEMENT MARKINGS, DURABLE                                      | STA  | 6.0      | \$100.00   | \$600.00            |
| 8.04                             | TEMPORARY TRAFFIC CONTROL                                               | LS   | 1.0      | \$3,000.00 | \$3,000.00          |
| <b>SITE WORK AND LANDSCAPING</b> |                                                                         |      |          |            |                     |
| 9.01                             | CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6                            | AC   | 0.10     | \$3,000.00 | \$300.00            |
| 9.02                             | HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)                           | AC   | 0.10     | \$5,000.00 | \$500.00            |
| 9.03                             | WATTLES, STRAW, 9-INCH DIA.                                             | LF   | 300.0    | \$3.00     | \$900.00            |
| 9.04                             | WATTLES, REMOVAL                                                        | LF   | 300.0    | \$1.00     | \$300.00            |
| 9.05                             | EROSION CONTROL MULCHING, HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM) | AC   | 0.10     | \$5,000.00 | \$500.00            |
| 9.06                             | INLET PROTECTION DEVICE, DROP-IN                                        | EA   | 10       | \$200.00   | \$2,000.00          |
| 9.07                             | INLET PROTECTION DEVICE, MAINTENANCE                                    | EA   | 20       | \$50.00    | \$1,000.00          |
| <b>MISCELLANEOUS</b>             |                                                                         |      |          |            |                     |
| 11.01                            | MOBILIZATION                                                            | LS   | 1        | \$5,000.00 | \$5,000.00          |
| 11.02                            | CONCRETE WASHOUT                                                        | LS   | 1        | \$3,000.00 | \$3,000.00          |
| <b>Total of All Items Above:</b> |                                                                         |      |          |            | <b>\$93,000.00</b>  |
| <b>Engineering Design:</b>       |                                                                         |      |          |            | <b>\$23,000.00</b>  |
| <b>Total:</b>                    |                                                                         |      |          |            | <b>\$116,000.00</b> |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

No Review Required

---

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Granite Excavating, LLC in the amount of \$58,360.00 for the construction of the 2024 Subdrain Repairs project.

---

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Granite Excavating, LLC for the 2024 Subdrain Repairs project.

The 2024 Subdrain Repairs project includes performing subdrain repairs at two sites within the City of Ankeny. These sites are located along SW Applewood Street and SE Peterson Drive.

The construction improvements include removing 410 linear feet of subdrain; installing 120 linear feet of 8-inch diameter PVC subdrain; installing 290 linear feet of 6-inch diameter PVC subdrain; removing 33 square yards of driveway; constructing 33 square yards of 6-inch paved, PCC, Class C, Type A



Residential driveway; performing 430 square yards of Type 1 conventional seeding and fertilizing; and installing temporary rolled erosion control product (RECP, Type 1.C). Other associated improvements include mobilization, concrete washout utilization, orange safety fence installation, temporary traffic control, and other miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty-one (21) contractors. Two (2) bids were received for the project as follows:

Granite Excavating, LLC \$58,360.00

On Track Construction \$63,365.00

The Engineer's estimated cost for the project was \$46,097.50. The bids ranged from 27% above to 37% above the engineer's estimate. Granite Excavating, LLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2024 Subdrain Repairs project to Granite Excavating, LLC of Polk City, Iowa.

---

**FISCAL IMPACT: No**

The cost for the project was included in the 2024-2028 CIP for construction in 2024.

---

**CITY MANAGER'S RECOMMENDATIONS:**

Approve the motion to adopt RESOLUTION accepting a proposal from Granite Excavating, LLC for the 2024 Subdrain Repairs project.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

---

**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

---

**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                  |
|  <a href="#">Resolution</a>     |
|  <a href="#">Bid Tabulation</a> |
|  <a href="#">Location Map</a>   |

## RESOLUTION

### **A RESOLUTION ACCEPTING A PROPOSAL FROM GRANITE EXCAVATING, LLC IN THE AMOUNT OF \$58,360.00 FOR THE CONSTRUCTION OF THE 2024 SUBDRAIN REPAIRS PROJECT.**

---

**WHEREAS**, the City of Ankeny desires to perform subdrain repairs at two sites within City limits (these sites being located along SW Applewood Street and SE Peterson Drive), and;

**WHEREAS**, a request for proposal was sent out to twenty-one (21) contractors, and;

**WHEREAS**, the results of the request for proposal are as follows:

|                           |             |
|---------------------------|-------------|
| Granite Excavating, LLC   | \$58,360.00 |
| On Track Construction     | \$63,365.00 |
| Engineer's Estimated Cost | \$46,097.50 |

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Proposal from Granite Excavating, LLC in the amount of \$58,360.00 be accepted for the construction of the 2024 Subdrain Repairs project and the construction Performance, Payment, and Maintenance Bond be accepted.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

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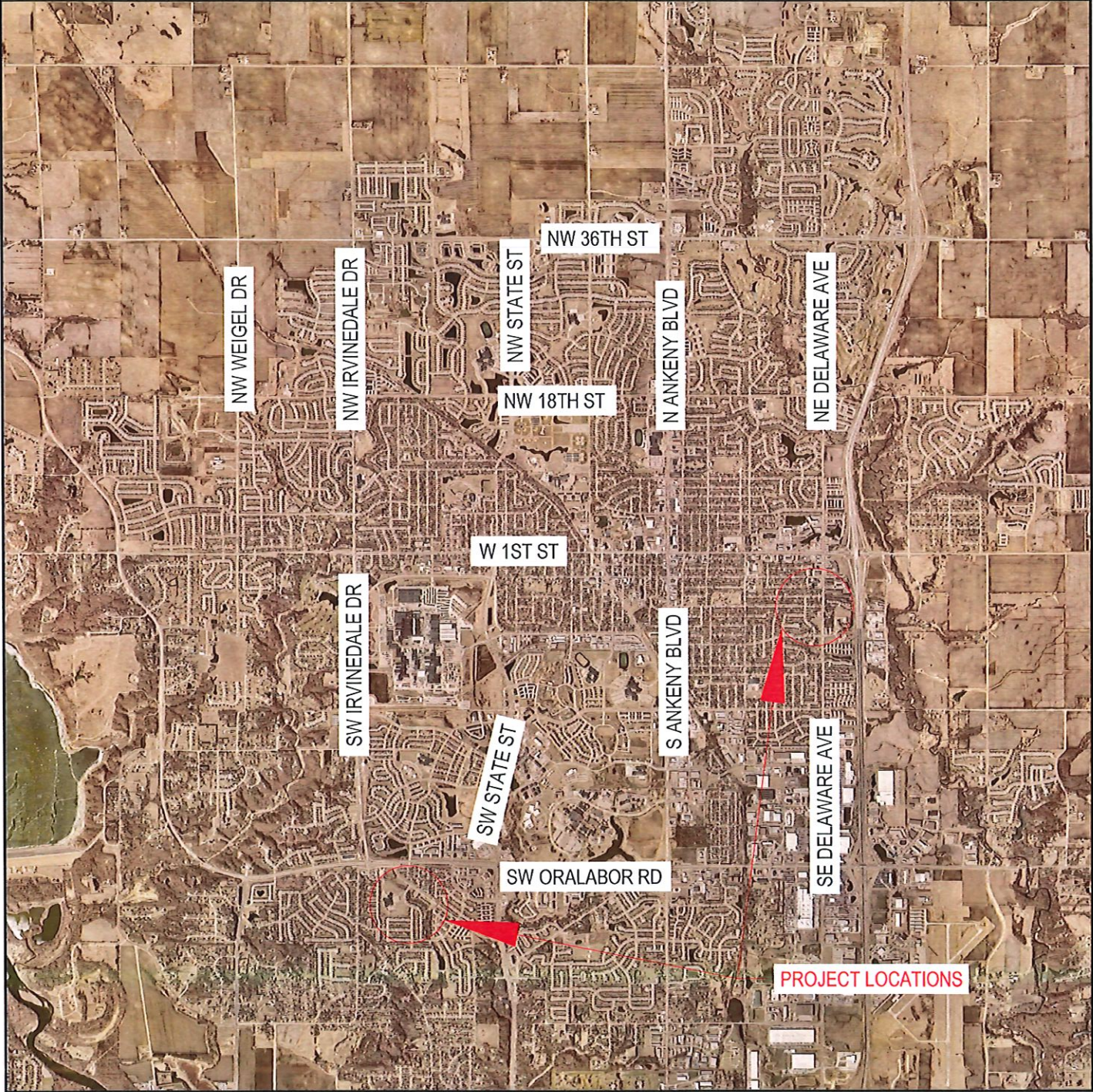
Michelle Yuska, City Clerk

| Engineer's Opinion of Probable Construction Costs                    |            |                                                             |      |                     |             |              |                    |             |              |                       |             |              |
|----------------------------------------------------------------------|------------|-------------------------------------------------------------|------|---------------------|-------------|--------------|--------------------|-------------|--------------|-----------------------|-------------|--------------|
| 2024 Subdrain Repairs                                                |            |                                                             |      |                     |             |              |                    |             |              |                       |             |              |
| Subdrain repairs at various locations throughout the City of Ankeny. |            |                                                             |      |                     |             |              |                    |             |              |                       |             |              |
| 2/22/2024                                                            |            |                                                             |      |                     |             |              |                    |             |              |                       |             |              |
|                                                                      |            |                                                             |      | Engineer's Estimate |             |              | Granite Excavating |             |              | On Track Construction |             |              |
| Item No.                                                             | SUDAS No.  | Item                                                        | Unit | Total               | Unit Price  | Total Price  | Total              | Unit Price  | Total Price  | Total                 | Unit Price  | Total Price  |
| SE PETERSON DRIVE (ERI 1)                                            |            |                                                             |      |                     |             |              |                    |             |              |                       |             |              |
|                                                                      |            | SEWERS AND DRAINS                                           |      |                     |             |              |                    |             |              |                       |             |              |
| 1                                                                    | 4040-A     | Subdrain, PVC, 8" Diameter                                  | LF   | 120                 | \$ 55.00    | \$ 6,600.00  | 120                | \$ 40.00    | \$ 4,800.00  | 120                   | \$ 95.00    | \$ 11,400.00 |
| 2                                                                    | 4040-999-X | Removal of Subdrain, Any Type, Any Size                     | LF   | 120                 | \$ 15.00    | \$ 1,800.00  | 120                | \$ 10.00    | \$ 1,200.00  | 120                   | \$ 22.20    | \$ 2,664.00  |
|                                                                      |            | STREETS AND RELATED WORK                                    |      |                     |             |              |                    |             |              |                       |             |              |
| 3                                                                    | 7030-A-3   | Removal of Driveway                                         | SY   | 32.5                | \$ 15.00    | \$ 487.50    | 32.5               | \$ 26.00    | \$ 845.00    | 32.5                  | \$ 39.00    | \$ 1,267.50  |
| 4                                                                    | 7030-H-1   | Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick | SY   | 32.5                | \$ 110.00   | \$ 3,575.00  | 32.5               | \$ 144.00   | \$ 4,680.00  | 32.5                  | \$ 244.00   | \$ 7,930.00  |
|                                                                      |            | TRAFFIC CONTROL                                             |      |                     |             |              |                    |             |              |                       |             |              |
| 5                                                                    | 8030-A     | Temporary Traffic Control                                   | LS   | 1                   | \$ 1,500.00 | \$ 1,500.00  | 1                  | \$ 5,000.00 | \$ 5,000.00  | 1                     | \$ 1,330.00 | \$ 1,330.00  |
|                                                                      |            | SITE WORK AND LANDSCAPING                                   |      |                     |             |              |                    |             |              |                       |             |              |
| 6                                                                    | 9010-A     | Conventional Seeding and Fertilizing, Type 1                | SY   | 200                 | \$ 4.50     | \$ 900.00    | 200                | \$ 6.00     | \$ 1,200.00  | 200                   | \$ 5.60     | \$ 1,120.00  |
| 7                                                                    | 9040-E     | Temporary RECP, Type 1.C                                    | SY   | 200                 | \$ 6.00     | \$ 1,200.00  | 200                | \$ 6.00     | \$ 1,200.00  | 200                   | \$ 5.60     | \$ 1,120.00  |
| 8                                                                    | 9040-T-1   | Inlet Protection Device, Drop-in                            | EA   | 3                   | \$ 350.00   | \$ 1,050.00  | 3                  | \$ 225.00   | \$ 675.00    | 3                     | \$ 210.00   | \$ 630.00    |
| 9                                                                    | 9040-T-2   | Inlet Protection Device, Maintenance                        | EA   | 3                   | \$ 150.00   | \$ 450.00    | 3                  | \$ 60.00    | \$ 180.00    | 3                     | \$ 35.00    | \$ 105.00    |
|                                                                      |            | MISCELLANEOUS                                               |      |                     |             |              |                    |             |              |                       |             |              |
| 10                                                                   | 11020-A    | Mobilization                                                | LS   | 1                   | \$ 2,000.00 | \$ 2,000.00  | 1                  | \$ 4,000.00 | \$ 4,000.00  | 1                     | \$ 6,675.00 | \$ 6,675.00  |
| 11                                                                   | 11050-A    | Concrete Washout                                            | LS   | 1                   | \$ 500.00   | \$ 500.00    | 1                  | \$ 1,100.00 | \$ 1,100.00  | 1                     | \$ 505.00   | \$ 505.00    |
| 12                                                                   | 11999-A    | Orange Mesh Safety Fence                                    | LS   | 1                   | \$ 500.00   | \$ 500.00    | 1                  | \$ 2,000.00 | \$ 2,000.00  | 1                     | \$ 550.00   | \$ 550.00    |
| SW APPLEWOOD STREET (ERI 2)                                          |            |                                                             |      |                     |             |              |                    |             |              |                       |             |              |
|                                                                      |            | SEWERS AND DRAINS                                           |      |                     |             |              |                    |             |              |                       |             |              |
| 13                                                                   | 4040-A     | Subdrain, PVC, 6" Diameter                                  | LF   | 291                 | \$ 40.00    | \$ 11,640.00 | 291                | \$ 40.00    | \$ 11,640.00 | 291                   | \$ 52.00    | \$ 15,132.00 |
| 14                                                                   | 4040-999-X | Removal of Subdrain, Any Type, Any Size                     | LF   | 291                 | \$ 15.00    | \$ 4,365.00  | 291                | \$ 10.00    | \$ 2,910.00  | 291                   | \$ 8.50     | \$ 2,473.50  |
| 15                                                                   | 4999-A     | Subdrain Bend, PVC, 6" Diameter, 15 Degree Bend             | EA   | 4                   | \$ 250.00   | \$ 1,000.00  | 4                  | \$ 250.00   | \$ 1,000.00  | 4                     | \$ 190.00   | \$ 760.00    |
|                                                                      |            | TRAFFIC CONTROL                                             |      |                     |             |              |                    |             |              |                       |             |              |
| 16                                                                   | 8030-A     | Temporary Traffic Control                                   | LS   | 1                   | \$ 1,500.00 | \$ 1,500.00  | 1                  | \$ 5,000.00 | \$ 5,000.00  | 1                     | \$ 101.00   | \$ 101.00    |
|                                                                      |            | SITE WORK AND LANDSCAPING                                   |      |                     |             |              |                    |             |              |                       |             |              |
| 17                                                                   | 9010-A     | Conventional Seeding and Fertilizing, Type 1                | SY   | 230                 | \$ 4.50     | \$ 1,035.00  | 230                | \$ 6.00     | \$ 1,380.00  | 230                   | \$ 5.60     | \$ 1,288.00  |
| 18                                                                   | 9040-E     | Temporary RECP, Type 1.C                                    | SY   | 230                 | \$ 6.50     | \$ 1,495.00  | 230                | \$ 6.00     | \$ 1,380.00  | 230                   | \$ 5.60     | \$ 1,288.00  |
| 19                                                                   | 9040-T-1   | Inlet Protection Device, Drop-in                            | EA   | 2                   | \$ 350.00   | \$ 700.00    | 2                  | \$ 225.00   | \$ 450.00    | 2                     | \$ 210.00   | \$ 420.00    |
| 20                                                                   | 9040-T-2   | Inlet Protection Device, Maintenance                        | EA   | 2                   | \$ 150.00   | \$ 300.00    | 2                  | \$ 60.00    | \$ 120.00    | 2                     | \$ 25.50    | \$ 51.00     |
|                                                                      |            | MISCELLANEOUS                                               |      |                     |             |              |                    |             |              |                       |             |              |
| 21                                                                   | 11020-A    | Mobilization                                                | LS   | 1                   | \$ 2,500.00 | \$ 2,500.00  | 1                  | \$ 4,000.00 | \$ 4,000.00  | 1                     | \$ 3,050.00 | \$ 3,050.00  |
| 22                                                                   | 11050-A    | Concrete Washout                                            | LS   | 1                   | \$ 500.00   | \$ 500.00    | 1                  | \$ 1,100.00 | \$ 1,100.00  | 1                     | \$ 2,855.00 | \$ 2,855.00  |
| 23                                                                   | 11999-A    | Orange Mesh Safety Fence                                    | LS   | 1                   | \$ 500.00   | \$ 500.00    | 1                  | \$ 2,500.00 | \$ 2,500.00  | 1                     | \$ 650.00   | \$ 650.00    |
| TOTAL AMOUNT BID =                                                   |            |                                                             |      | \$ 46,097.50        |             |              | \$ 58,360.00       |             |              | \$ 63,365.00          |             |              |



# PUBLIC IMPROVEMENT PLANS FOR 2024 SUBDRAIN REPAIRS

## CITY OF ANKENY POLK COUNTY, IOWA



VICINITY MAP  
1 INCH = 5000 FEET

### APPLICABLE SUDAS FIGURES

|          |                                                                   |
|----------|-------------------------------------------------------------------|
| 4040.231 | SUBDRAINS                                                         |
| 7010.101 | JOINTS                                                            |
| 7030.101 | CONCRETE DRIVEWAY, TYPE A                                         |
| 8030.102 | WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT<br>ONTO TRAVELED WAY |
| 8030.117 | SIDEWALK DETOUR                                                   |

### INDEX OF SHEETS

|         |                                          |
|---------|------------------------------------------|
| A.1     | TITLE SHEET                              |
| A.2     | LEGEND AND SYMBOL INFORMATION SHEET      |
| B.1     | TYPICAL DETAILS                          |
| C.1-C.4 | ESTIMATE OF QUANTITIES AND GENERAL NOTES |
| D.1     | SE PETERSON DRIVE PLAN SHEET             |
| D.2     | SW APPLEWOOD STREET PLAN SHEET           |
| J.1     | SE PETERSON DRIVE - TRAFFIC CONTROL      |
| J.2     | SW APPLEWOOD STREET - TRAFFIC CONTROL    |
| RR.1    | EROSION AND SEDIMENT CONTROL PLAN        |



The most recent editions of the SUDAS Standard Specifications, the Iowa DOT Standard Specifications, and the Iowa DOT Materials I.M.s shall apply to all work performed on this project unless otherwise noted herein, or within the City of Ankeny Supplemental Specifications or Special Provisions.

This project does not require an Iowa Department of Natural Resources NPDES General Permit No. 2 or COSESCO permit. The Contractor shall install erosion control measures as shown in the Contract Documents and as needed to ensure that no sediment is found leaving the site(s).



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.  
*Rebecca L. Ford* 2/2/2024  
Rebecca L. Ford, P.E. Date  
License Number: P19717  
My license renewal date is December 31, 2025.  
Pages or sheets covered by this seal:  
ALL





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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

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ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from RW Excavating Solutions in the amount of \$181,925.00 for the construction of the Vintage Business Park - North Lake Maintenance project.

---

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from RW Excavating Solutions for the Vintage Business Park - North Lake Maintenance project.

The Vintage Business Park - North Lake Maintenance project includes the stripping, grading, dredging, and re-stabilization of areas of North Lake located in the Prairie Trail neighborhood. The project will also include removal and replacement of existing curb intakes and surrounding concrete on SW Magazine Road.

The phase 1 construction improvements include the removal and replacement of two existing intakes, storm sewer installation, the removal and replacement of approximately 53 SY of 8" thick PCC pavement, and the removal and replacement of approximately 121 SY of 5" thick PCC sidewalk. Other associated improvements include temporary traffic control, erosion control, mobilization, and miscellaneous associated work necessary to complete the project.

The phase 2 construction improvements include clearing and grubbing, surface sediment removal, excavation class 10, dredging of sediment forebays, and surface stabilization. Other associated improvements include erosion control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty-three (23) contractors. Four (4) bids were received for the project as follows:

RW Excavating Solutions    \$181,925.00

Thorpe Contracting        \$201,289.43

On Track Construction      \$219,809.60

Reilly Construction        \$346,210.00

The Engineer's estimated cost for the project was \$189,334.00. The bids ranged from 4% below to 83% over the engineer's estimate. RW Excavating Solutions has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the Vintage Business Park - North Lake Maintenance project to RW Excavating Solutions of Prairie City, Iowa.

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**FISCAL IMPACT: No**

The cost for the project was included in the 2024-2028 CIP for construction in 2024.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the motion to adopt RESOLUTION accepting a proposal from RW Excavating Solutions for the Vintage Business Park - North Lake Maintenance project.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

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**ADDITIONAL INFORMATION:**

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## ATTACHMENTS:

|                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                |
|  <a href="#">Resolution</a>     |
|  <a href="#">Bid Tabulation</a> |
|  <a href="#">Location Map</a>   |

**RESOLUTION 2024-XXX**

**A RESOLUTION ACCEPTING A PROPOSAL FROM RW EXCAVATING SOLUTIONS IN THE AMOUNT OF \$181,925.00 FOR THE CONSTRUCTION OF THE VINTAGE BUSINESS PARK – NORTH LAKE MAINTENANCE PROJECT.**

---

**WHEREAS**, the City of Ankeny desires to perform stripping, grading, dredging, and re-stabilization of areas of North Lake located in the Prairie Trail neighborhood, as well as removing and replacing existing curb intakes and surrounding concrete on SW Magazine Road, and;

**WHEREAS**, a request for proposal was sent out to twenty-three (23) contractors, and;

**WHEREAS**, the results of the request for proposal are as follows:

|                           |              |
|---------------------------|--------------|
| RW Excavating Solutions   | \$181,925.00 |
| Thorpe Contracting        | \$201,289.43 |
| On Track Construction     | \$219,809.60 |
| Reilly Construction       | \$346,210.00 |
| Engineer’s Estimated Cost | \$189,334.00 |

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ankeny, Iowa, that the Proposal from RW Excavating Solutions in the amount of \$181,925.00 be accepted for the construction of the Vintage Business Park – North Lake Maintenance project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

**DATED** this 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

| Bid Tabulation                                                                                                       |               |                                                   |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
|----------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------|------|---------------------|--------------|--------------|------------------------------|--------------|------------------------|--------------------|--------------|--------------|---------------|--------------|--------------|---------------------|--------------|--------------|
| Vintage Business Park - North Lake Maintenance                                                                       |               |                                                   |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| Stripping, grading, dredging, and re-stabilization of areas of North Lake located in the Prairie Trail neighborhood. |               |                                                   |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 3/7/2024                                                                                                             |               |                                                   |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
|                                                                                                                      |               |                                                   |      | Engineer's Estimate |              |              | RW Excavating Solutions      |              |                        | Thorpe Contracting |              |              | On Track      |              |              | Reilly Construction |              |              |
| Item No.                                                                                                             | SUDAS No.     | Item                                              | Unit | Total               | Unit Price   | Total Price  | Total                        | Unit Price   | Total Price            | Total              | Unit Price   | Total Price  | Total         | Unit Price   | Total Price  | Total               | Unit Price   | Total Price  |
|                                                                                                                      |               | EARTHWORK                                         |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 2.01                                                                                                                 | 2010-108-A-1  | CLEARING AND GRUBBING, BY UNIT                    | UNIT | 97                  | \$ 80.00     | \$ 7,760.00  | 97                           | \$ 30.00     | \$ 2,910.00            | 97                 | \$ 81.00     | \$ 7,857.00  | 97            | \$ 36.40     | \$ 3,530.80  | 97                  | \$ 85.00     | \$ 8,245.00  |
| 2.02                                                                                                                 | 2010-108-A-1  | CLEARING AND GRUBBING, BY AREA                    | AC   | 2.2                 | \$ 3,000.00  | \$ 6,600.00  | 2.2                          | \$ 8,000.00  | \$ 17,600.00           | 2.2                | \$ 6,490.00  | \$ 14,278.00 | 2.2           | \$ 7,322.50  | \$ 16,109.50 | 2.2                 | \$ 9,500.00  | \$ 20,900.00 |
| 2.03                                                                                                                 | 2010-108-D-3  | TOPSOIL, ON-SITE (4-INCH DEPTH)                   | CY   | 427                 | \$ 12.00     | \$ 5,124.00  | 427                          | \$ 10.00     | \$ 4,270.00            | 427                | \$ 15.40     | \$ 6,575.80  | 427           | \$ 21.40     | \$ 9,137.80  | 427                 | \$ 90.00     | \$ 38,430.00 |
| 2.04                                                                                                                 | 2010-108-E-0  | EXCAVATION, CLASS 10                              | CY   | 730                 | \$ 25.00     | \$ 18,250.00 | 730                          | \$ 8.00      | \$ 5,840.00            | 730                | \$ 9.90      | \$ 7,227.00  | 730           | \$ 25.00     | \$ 18,250.00 | 730                 | \$ 50.00     | \$ 36,500.00 |
| 2.05                                                                                                                 | 2010-108-X-0  | DREDGING                                          | CY   | 400                 | \$ 30.00     | \$ 12,000.00 | 400                          | \$ 20.00     | \$ 8,000.00            | 400                | \$ 33.00     | \$ 13,200.00 | 400           | \$ 77.80     | \$ 31,120.00 | 400                 | \$ 85.00     | \$ 34,000.00 |
|                                                                                                                      |               | SEWERS AND DRAINS                                 |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 4.01                                                                                                                 | 4020-108-A-1  | STORM SEWER, TRENCHED, RCP, 15-INCH DIA.          | LF   | 97                  | \$ 140.00    | \$ 13,580.00 | 97                           | \$ 80.00     | \$ 7,760.00            | 97                 | \$ 209.08    | \$ 20,280.76 | 97            | \$ 91.50     | \$ 8,875.50  | 97                  | \$ 135.00    | \$ 13,095.00 |
| 4.02                                                                                                                 | 4020-108-D-0  | REMOVAL,, STORM SEWER, RCP, 15-INCH DIA.          | LF   | 147                 | \$ 35.00     | \$ 5,145.00  | 147                          | \$ 20.00     | \$ 2,940.00            | 147                | \$ 38.90     | \$ 5,718.30  | 147           | \$ 17.90     | \$ 2,631.30  | 147                 | \$ 15.00     | \$ 2,205.00  |
| 4.03                                                                                                                 | 4020-108-D-0  | REMOVAL,, PIPE APRON, RCP, 15-INCH DIA.           | EA   | 2                   | \$ 500.00    | \$ 1,000.00  | 2                            | \$ 300.00    | \$ 600.00              | 2                  | \$ 714.74    | \$ 1,429.48  | 2             | \$ 197.80    | \$ 395.60    | 2                   | \$ 750.00    | \$ 1,500.00  |
| 4.04                                                                                                                 | 4030-108-B    | PIPE APRON W/GUARD AND FOOTING, RCP, 15-INCH DIA. | EA   | 1                   | \$ 1,000.00  | \$ 1,000.00  | 1                            | \$ 2,500.00  | \$ 2,500.00            | 1                  | \$ 2,809.49  | \$ 2,809.49  | 1             | \$ 5,022.40  | \$ 5,022.40  | 1                   | \$ 3,500.00  | \$ 3,500.00  |
|                                                                                                                      |               | STRUCTURES FOR SANITARY AND STORM SEWERS          |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 6.01                                                                                                                 | 6010-108-X-0  | HYDRODYNAMIC SEPARATOR                            | EA   | 1                   | \$ 20,000.00 | \$ 20,000.00 | 1                            | \$ 24,000.00 | \$ 24,000.00           | 1                  | \$ 17,970.49 | \$ 17,970.49 | 1             | \$ 19,588.90 | \$ 19,588.90 | 1                   | \$ 25,000.00 | \$ 25,000.00 |
| 6.02                                                                                                                 | 6010-108-B-0  | INTAKE, SW-505, DOUBLE GRATE INTAKE               | EA   | 1                   | \$ 5,000.00  | \$ 5,000.00  | 1                            | \$ 8,000.00  | \$ 8,000.00            | 1                  | \$ 7,378.40  | \$ 7,378.40  | 1             | \$ 7,327.50  | \$ 7,327.50  | 1                   | \$ 9,000.00  | \$ 9,000.00  |
| 6.03                                                                                                                 | 6010-108-B-0  | INTAKE, SW-506, DOUBLE GRATE INTAKE W/MH          | EA   | 1                   | \$ 8,000.00  | \$ 8,000.00  | 1                            | \$ 9,250.00  | \$ 9,250.00            | 1                  | \$ 8,165.13  | \$ 8,165.13  | 1             | \$ 8,284.40  | \$ 8,284.40  | 1                   | \$ 11,000.00 | \$ 11,000.00 |
| 6.04                                                                                                                 | 6010-108-B-0  | INTAKE, SW-512, CIRCULAR AREA INTAKE              | EA   | 1                   | \$ 1,000.00  | \$ 1,000.00  | 1                            | \$ 1,500.00  | \$ 1,500.00            | 1                  | \$ 946.44    | \$ 946.44    | 1             | \$ 2,147.50  | \$ 2,147.50  | 1                   | \$ 3,000.00  | \$ 3,000.00  |
| 6.05                                                                                                                 | 6010-108-H-2  | REMOVAL OF INTAKE, SW-501 & SW-503                | EA   | 2                   | \$ 2,000.00  | \$ 4,000.00  | 2                            | \$ 500.00    | \$ 1,000.00            | 2                  | \$ 1,439.95  | \$ 2,879.90  | 2             | \$ 476.40    | \$ 952.80    | 2                   | \$ 750.00    | \$ 1,500.00  |
| 6.06                                                                                                                 | 6010-108-H-2  | REMOVAL OF INTAKE, SW-512                         | EA   | 2                   | \$ 1,000.00  | \$ 2,000.00  | 2                            | \$ 500.00    | \$ 1,000.00            | 2                  | \$ 248.06    | \$ 496.12    | 2             | \$ 395.60    | \$ 791.20    | 2                   | \$ 750.00    | \$ 1,500.00  |
| 6.07                                                                                                                 | 6010-108-H-2  | REMOVAL OF HICKENBOTTOM AND PVC PIPE              | LS   | 1                   | \$ 1,000.00  | \$ 1,000.00  | 1                            | \$ 400.00    | \$ 400.00              | 1                  | \$ 496.12    | \$ 496.12    | 1             | \$ 2,696.50  | \$ 2,696.50  | 1                   | \$ 1,000.00  | \$ 1,000.00  |
|                                                                                                                      |               | STREETS AND RELATED WORKS                         |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 7.01                                                                                                                 | 7010-1.08-A-0 | PAVEMENT, PCC, 8-INCH DEPTH, C-SUD MIX            | SY   | 53                  | \$ 125.00    | \$ 6,625.00  | 53                           | \$ 100.00    | \$ 5,300.00            | 53                 | \$ 120.00    | \$ 6,360.00  | 53            | \$ 90.90     | \$ 4,817.70  | 53                  | \$ 300.00    | \$ 15,900.00 |
| 7.02                                                                                                                 | 7010-1.08-L-0 | REMOVAL OF PAVEMENT, 8-INCH DEPTH                 | SY   | 53                  | \$ 20.00     | \$ 1,060.00  | 53                           | \$ 20.00     | \$ 1,060.00            | 53                 | \$ 72.00     | \$ 3,816.00  | 53            | \$ 47.80     | \$ 2,533.40  | 53                  | \$ 55.00     | \$ 2,915.00  |
| 7.03                                                                                                                 | 7030-1.08-A-0 | REMOVAL OF SIDEWALK                               | SY   | 121                 | \$ 20.00     | \$ 2,420.00  | 121                          | \$ 20.00     | \$ 2,420.00            | 121                | \$ 12.00     | \$ 1,452.00  | 121           | \$ 7.10      | \$ 859.10    | 121                 | \$ 30.00     | \$ 3,630.00  |
| 7.04                                                                                                                 | 7030-1.08-E-0 | SIDEWALK, PCC, 5-INCH                             | SY   | 121                 | \$ 70.00     | \$ 8,470.00  | 121                          | \$ 65.00     | \$ 7,865.00            | 121                | \$ 120.00    | \$ 14,520.00 | 121           | \$ 70.70     | \$ 8,554.70  | 121                 | \$ 155.00    | \$ 18,755.00 |
|                                                                                                                      |               | TRAFFIC CONTROL                                   |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 8.01                                                                                                                 | 8030-A        | TEMPORARY TRAFFIC CONTROL                         | LS   | 1                   | \$ 5,000.00  | \$ 5,000.00  | 1                            | \$ 15,400.00 | \$ 15,400.00           | 1                  | \$ 6,467.00  | \$ 6,467.00  | 1             | \$ 6,565.00  | \$ 6,565.00  | 1                   | \$ 16,000.00 | \$ 16,000.00 |
| 8.02                                                                                                                 | 8030-A        | PORTABLE DYNAMIC MESSAGE SIGNS                    | LS   | 1                   | \$ 2,000.00  | \$ 2,000.00  | 1                            | \$ 3,500.00  | \$ 3,500.00            | 1                  | \$ 1,925.00  | \$ 1,925.00  | 1             | \$ 6,060.00  | \$ 6,060.00  | 1                   | \$ 3,250.00  | \$ 3,250.00  |
|                                                                                                                      |               | SITE WORK & LANDSCAPING                           |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 9.01                                                                                                                 | 9010-108-A    | CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1      | AC   | 0.1                 | \$ 10,000.00 | \$ 1,000.00  | 0.1                          | \$ 3,500.00  | \$ 350.00              | 0.1                | \$ 2,160.00  | \$ 216.00    | 0.1           | \$ 10,100.00 | \$ 1,010.00  | 0.1                 | \$ 11,500.00 | \$ 1,150.00  |
| 9.02                                                                                                                 | 9010-108-A    | CONVENTIONAL SEEDING AND FERTILIZING, TYPE 2      | AC   | 0.3                 | \$ 10,000.00 | \$ 3,000.00  | 0.3                          | \$ 3,500.00  | \$ 1,050.00            | 0.3                | \$ 1,800.00  | \$ 540.00    | 0.3           | \$ 7,070.00  | \$ 2,121.00  | 0.3                 | \$ 8,000.00  | \$ 2,400.00  |
| 9.03                                                                                                                 | 9010-108-A    | CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4      | AC   | 1.9                 | \$ 500.00    | \$ 950.00    | 1.9                          | \$ 1,000.00  | \$900.00<br>\$1,900.00 | 1.9                | \$ 300.00    | \$ 570.00    | 1.9           | \$ 505.00    | \$ 959.50    | 1.9                 | \$ 550.00    | \$ 1,045.00  |
| 9.04                                                                                                                 | 9040-108-F-1  | HYDRAULIC MULCHING, BFM                           | AC   | 2.3                 | \$ 2,500.00  | \$ 5,750.00  | 2.3                          | \$ 4,500.00  | \$ 10,350.00           | 2.3                | \$ 4,080.00  | \$ 9,384.00  | 2.3           | \$ 3,030.00  | \$ 6,969.00  | 2.3                 | \$ 3,500.00  | \$ 8,050.00  |
| 9.05                                                                                                                 | 9040-108-F-1  | WATTLES, STRAW, 9-INCH DIA.                       | LF   | 1040                | \$ 3.00      | \$ 3,120.00  | 1040                         | \$ 3.00      | \$ 3,120.00            | 1040               | \$ 2.50      | \$ 2,600.00  | 1040          | \$ 2.00      | \$ 2,080.00  | 1040                | \$ 2.50      | \$ 2,600.00  |
| 9.06                                                                                                                 | 9040-108-F-2  | WATTLES, REMOVAL                                  | LF   | 1040                | \$ 1.00      | \$ 1,040.00  | 1040                         | \$ 0.50      | \$ 520.00              | 1040               | \$ 0.50      | \$ 520.00    | 1040          | \$ 0.50      | \$ 520.00    | 1040                | \$ 1.00      | \$ 1,040.00  |
| 9.07                                                                                                                 | 9040-108-J-1  | RIP RAP, CLASS D                                  | TON  | 40                  | \$ 70.00     | \$ 2,800.00  | 40                           | \$ 80.00     | \$ 3,200.00            | 40                 | \$ 110.00    | \$ 4,400.00  | 40            | \$ 92.00     | \$ 3,680.00  | 40                  | \$ 125.00    | \$ 5,000.00  |
| 9.08                                                                                                                 | 9040-108-O-1  | STABILIZED CONSTRUCTION ENTRANCE                  | SY   | 116                 | \$ 20.00     | \$ 2,320.00  | 116                          | \$ 20.00     | \$ 2,320.00            | 116                | \$ 32.00     | \$ 3,712.00  | 116           | \$ 26.80     | \$ 3,108.80  | 116                 | \$ 30.00     | \$ 3,480.00  |
| 9.09                                                                                                                 | 9040-108-T-1  | INLET PROTECTION DEVICE, DROP-IN                  | EA   | 8                   | \$ 200.00    | \$ 1,600.00  | 8                            | \$ 150.00    | \$ 1,200.00            | 8                  | \$ 240.00    | \$ 1,920.00  | 8             | \$ 151.50    | \$ 1,212.00  | 8                   | \$ 175.00    | \$ 1,400.00  |
| 9.10                                                                                                                 | 9040-108-T-2  | INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL  | EA   | 24                  | \$ 30.00     | \$ 720.00    | 24                           | \$ 50.00     | \$ 1,200.00            | 24                 | \$ 30.00     | \$ 720.00    | 24            | \$ 25.30     | \$ 607.20    | 24                  | \$ 30.00     | \$ 720.00    |
| 9.11                                                                                                                 | 9040-108-X-0  | REMOVAL OF SEDIMENT FROM BIO-RETENTION CELL       | CY   | 25                  | \$ 80.00     | \$ 2,000.00  | 25                           | \$ 200.00    | \$ 5,000.00            | 25                 | \$ 44.00     | \$ 1,100.00  | 25            | \$ 238.40    | \$ 5,960.00  | 25                  | \$ 450.00    | \$ 11,250.00 |
| 9.12                                                                                                                 | 9040-108-X-0  | REMOVAL OF ROCK CHECK DAM                         | EA   | 2                   | \$ 500.00    | \$ 1,000.00  | 2                            | \$ 300.00    | \$ 600.00              | 2                  | \$ 275.00    | \$ 550.00    | 2             | \$ 1,530.50  | \$ 3,061.00  | 2                   | \$ 3,000.00  | \$ 6,000.00  |
| 9.13                                                                                                                 | 9040-108-X-0  | BROADCAST HERBICIDE TREATMENT                     | AC   | 5                   | \$ 1,000.00  | \$ 5,000.00  | 5                            | \$ 500.00    | \$ 2,500.00            | 5                  | \$ 450.00    | \$ 2,250.00  | 5             | \$ 757.50    | \$ 3,787.50  | 5                   | \$ 850.00    | \$ 4,250.00  |
|                                                                                                                      |               | MISCELLANEOUS                                     |      |                     |              |              |                              |              |                        |                    |              |              |               |              |              |                     |              |              |
| 11.01                                                                                                                | 11020-108-A   | MOBILIZATION                                      | LS   | 1                   | \$ 20,000.00 | \$ 20,000.00 | 1                            | \$ 15,000.00 | \$ 15,000.00           | 1                  | \$ 19,059.00 | \$ 19,059.00 | 1             | \$ 17,977.00 | \$ 17,977.00 | 1                   | \$ 25,000.00 | \$ 25,000.00 |
| 11.02                                                                                                                | 11050-108-A   | CONCRETE WASHOUT                                  | LS   | 1                   | \$ 2,000.00  | \$ 2,000.00  | 1                            | \$ 500.00    | \$ 500.00              | 1                  | \$ 1,500.00  | \$ 1,500.00  | 1             | \$ 505.00    | \$ 505.00    | 1                   | \$ 2,000.00  | \$ 2,000.00  |
| TOTAL AMOUNT BID =                                                                                                   |               |                                                   |      | \$ 189,334.00       |              |              | \$180,925.00<br>\$181,925.00 |              |                        | \$ 201,289.43      |              |              | \$ 219,809.60 |              |              | \$ 346,210.00       |              |              |

**Revision Note:** RW Excavating Solutions wrote the total cost of Item 9.03 as \$900.00. Based on the unit price provided (\$1,000.00), the total price for Item 9.03 should be \$1,900.00. Unit price governs. The total price has been adjusted to reflect this change. This error does not impact RW Excavating Solutions' low bidder status. Corrected numbers are shown in the yellow triangles.

**2023**  
**NAI #23035**



**EXISTING UTILITY NOTE**

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HOURS IN ADVANCE OF ANY DIGGING OR EXCAVATION.

[illegible]

## UTILITY CONTACTS

## PROJECT PHASING

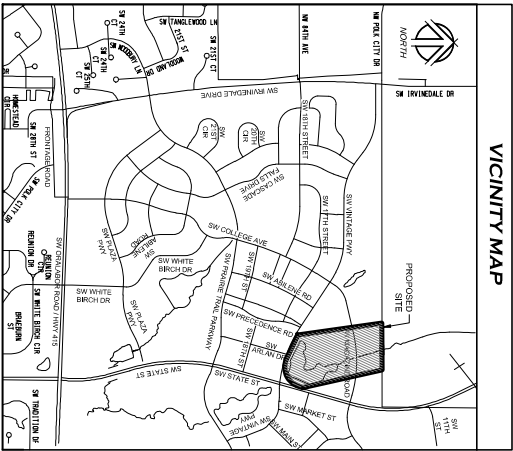
[illegible]

Contact Email: [817teagay@medtronic.com](mailto:817teagay@medtronic.com)

(POLKUS) MEDICAL  
Contact Name: Keith Polkus  
Contact Phone: 515-246-0689  
Contact Email: [keith@medisoncora.com](mailto:keith@medisoncora.com)

(JPN) JUNITE PRIVATE NETWORKS, LLC  
Contact Name: Joe Jizyer  
Contact Phone: 818-425-3566  
Contact Email: [jung@juniper.com](mailto:jung@juniper.com)

(VERO) VERIZON WIRELESS  
Contact Name: Ryan Sauter  
Contact Phone: 515-201-5382  
Contact Email: [ryan.sauter@verizonwireless.com](mailto:ryan.sauter@verizonwireless.com)



## BENCHMARKS

1. CUT X ON DP OF CURB ON SOUTH SIDE OF SW MAGAZINE ROAD, 20' +/- WEST OF END OF RADIUS FOR DRIVE INTO 1675 SW MAGAZINE ROAD. ELEVATION = 956.33 (NAVD88)
2. CUT X ON TOP OF CURB ON WEST SIDE OF SW STATE STREET, LOCATED ON NORTH SIDE OF DOUBLE GATE INTAKE, 330' +/- SOUTH OF END OF RADIUS AT SW MAGAZINE ROAD AND SW STATE STREET. ELEVATION = 950.16' (NAVD 88)

## CERTIFICATIONS



| Signature                                                                                      | Date  |
|------------------------------------------------------------------------------------------------|-------|
| I, <u>Joseph T. Hales, Jr.</u> , P.E., No. 20369<br>(Exhibit is received date 1 December 2013) | 12/23 |
| (Sign or stamp created by this seal)                                                           | -34-  |

I HEREBY CERTIFY THAT THE PORTION OF THE TECHNICAL SUBMISSION DISCLOSED  
 HEREIN IS THE PROPERTY OF THE UNITED STATES OF AMERICA AND IS NOT TO BE  
 REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC  
 OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION  
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE  
 ARCHIVED UNDER THE LAWS OF THE STATE OF IOWA.

JORDAN M. LOCKMAN

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PAGES OR SHEETS COVERED BY THIS SEAL: 2, 5, 6

## CONSTRUCTION SCHEDULE

|                                           |                      |
|-------------------------------------------|----------------------|
| GRADING                                   | SPRING 2024          |
| UTILITY INSTALLATION                      | SPRING - SUMMER 2025 |
| TEMPORARY SITE STABILIZATION              | FALL 2024            |
| LANDSCAPING &<br>FINAL SITE STABILIZATION | FALL/WINTER 2024     |

## LEGEND

[illegible]

## VINTAGE BUSINESS PARK - NORTH LAKE MAINTENANCE

COVER SHEET



**NILLES ASSOCIATES**

1933 SW MAGAZINE ROAD  
ANKENY, IOWA 50023-2555  
965-0123 phone - (515) 965-3322 fax  
Civil Engineering - Land Surveying  
Landscape Architecture



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the NE 36th Street and NE 38th Street Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 4/9/24 @ 10:30 A.M. / date of hrg: 4/15/24 @ 5:30 P.M.)

---

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the NE 36th Street and NE 38th Street Water Main project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost; and setting a date for the filing of bids on the project.

The NE 36th Street and NE 38th Street Water Main project will extend 16" water main along the north side of NE 36th Street from just east of NE Spectrum Drive east to the west side of NE 38th Street. Then south along NE 38th Street from NE 36th Street to NE 18th Street to connect to existing 16" water main.

This project also includes the installation of approximately 2500 lineal feet of 16" water main.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 15, 2024. The contractor will have 80 working days to complete to the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 18, 2024
2. Post Notice to Bidders and Notice of Public Hearing: March 20, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: March 29, 2024
4. Bid Opening (10:30 A.M., Public Services Building): April 9, 2024
5. Public Hearing and Contract Award: April 15, 2024  
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

---

**FISCAL IMPACT: No**

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

---

**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as April 9, 2024, and setting the public hearing date as April 15, 2024, for the NE 36th Street and NE 38th Street Water Main Project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on March 20, 2024, and to be published in the Des Moines Register on March 29, 2024.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

---

**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

---

**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                                                                                                |
|----------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                              |
|  <a href="#">Resolution</a> |
|                                                                                                                |



|                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------|
|  <a href="#">Project Location Map</a> |
|  <a href="#">Notice of Hearing</a>    |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

RESOLUTION ORDERING CONSTRUCTION OF THE NE  
36TH STREET AND NE 38TH STREET WATER MAIN LOOP,  
AND FIXING A DATE FOR HEARING THEREON AND  
TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NE 36th Street and NE 38th Street Water Main Loop; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NE 36th Street and NE 38th Street Water Main Loop, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NE 36th Street and NE 38th Street Water Main Loop project includes the installation of water main generally located along the north side of NE 36th Street (110th Avenue in Polk County) from just east of NE Spectrum Drive to NE 38th Street, thence along the west right of way of NE 38th Street to NE 18th Street (NE 102nd Avenue in Polk County).

The construction improvements consist of approximately 11,370 linear feet of 16" water main installation, of which 620 linear feet of pipe shall be installed using horizontal directional drilling methods. Other associated work to occur on site are extensions of 1-inch water services to residential properties, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 9, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 15, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 15, 2024.

PASSED AND APPROVED this 18th day of March, 2024.

---

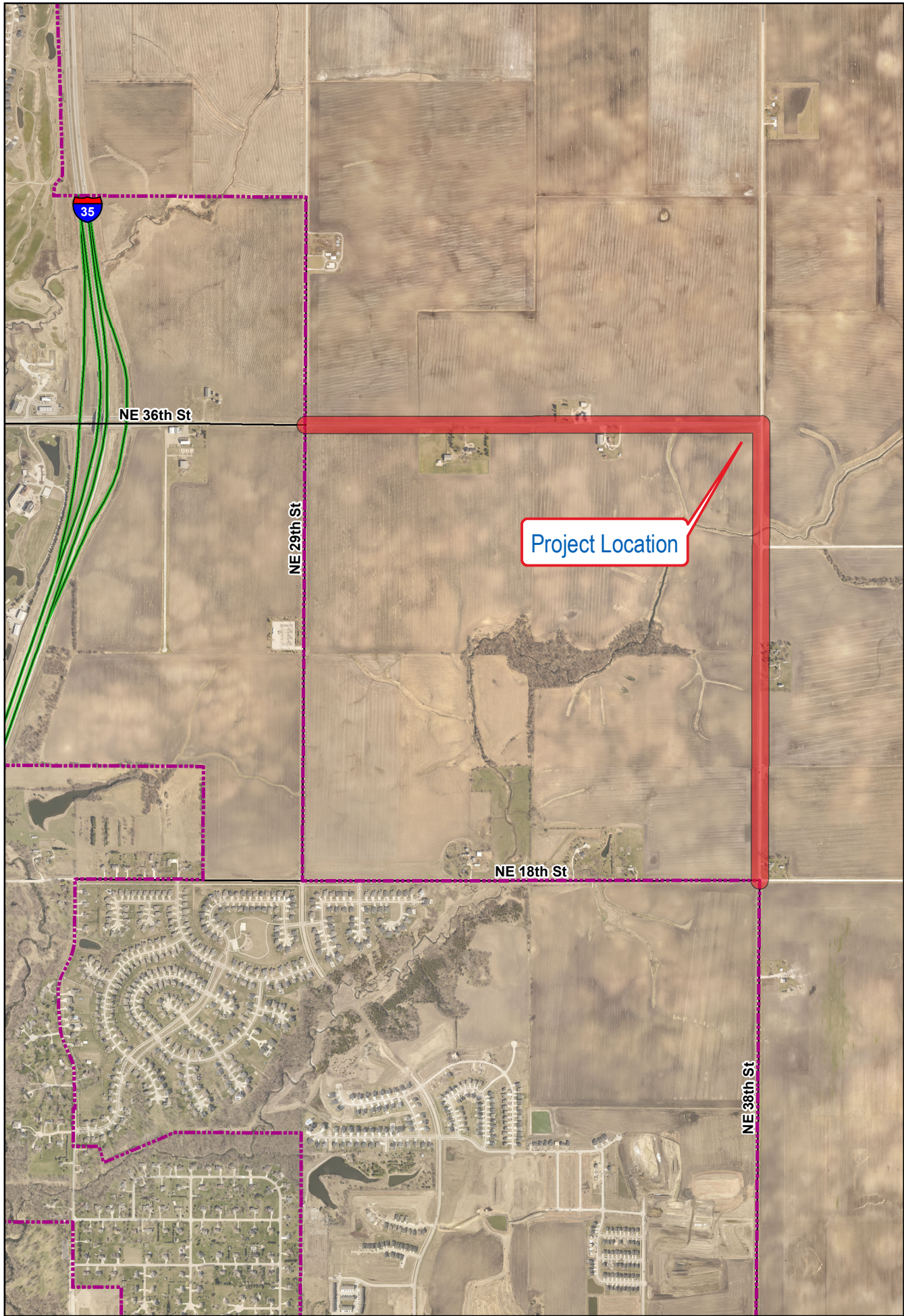
Mayor

ATTEST:

---

City Clerk





NE 36th and NE 38 Water Loop  
Map is for Location Purposes Only



**NOTICE TO BIDDERS AND  
NOTICE OF PUBLIC HEARING**

**NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP**  
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

**Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement**

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost, for the **NE 36th Street and NE 38th Street Water Main Loop** project at its meeting at **5:30 P.M. on the 15th day of April, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>  
Meeting ID: 973 1299 2966      Passcode: 1234
2. Join Meeting by Phone:  
Dial: +1 312 626 6799  
Meeting ID: 973 1299 2966      Passcode: 1234

**Time and Place for Filing Sealed Proposals**

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **9th day of April, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

**Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 9th day of April, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 15th day of April, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

**Commencement of Work**

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than June 3, 2024** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April of 2024.



### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://www.ankenyiowa.gov/bid-documents) for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from Strand Associates, 414 S. 17th Street, Suite 107, Ames, Iowa 50010. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-233-0000 in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

### General Nature of the Public Improvement

#### **NE 36TH STREET AND NE 38TH STREET WATER MAIN LOOP**

**The NE 36th Street and NE 38th Street Water Main Loop project includes the installation of water main generally located along the north side of NE 36th Street (110th Avenue in Polk County) from just east of NE Spectrum Drive to NE 38th Street, thence along the west right of way of NE 38th Street to NE 18th Street (NE 102nd Avenue in Polk County).**

**The construction improvements consist of approximately 11,370 linear feet of 16" water main installation, of which 620 linear feet of pipe shall be installed using horizontal directional drilling methods. Other associated work to occur on site are extensions of 1-inch water services to residential properties, temporary surface restoration, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.**

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

### Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

### Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

### Completion of Work

The Contractor shall fully complete the overall project within **eighty (80) working days**. Full completion for the overall project shall be defined as all work including permanent surface restoration and 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 **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **18<sup>th</sup> day of March, 2024**.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **20th day of March, 2024**.

Published in the Des Moines Register the **29th day of March, 2024**.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the 2024 Asphalt Street Resurfacing Program - SW Ordinance Road project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 04/09/24 @ 10:30 A.M. / date of hrg: 04/15/24 @ 5:30 P.M.)

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EXECUTIVE SUMMARY:

The 2024 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.

The construction improvements include approximately 250 CY of Class 13 excavation, 8,000 SY of asphalt milling, 2,600 TON of hot mix asphalt (HMA), 300 TON of granular shoulder, 100 STA of pavement markings, removal and replacement of sidewalk, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the improvement no earlier than May 28, 2024 and no later than June 24, 2024. The contractor will substantially complete the project no later than August 2, 2024. The contractor will fully complete the project by August 16, 2024. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 18, 2024
2. Post Notice to Bidders and Notice of Public Hearing: March 20, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: March 29, 2024
4. Bid Opening (10:30 A.M., Public Services Building): April 9, 2024
5. Public Hearing and Contract Award: April 15, 2024  
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost; review bids, award contract, and approve contract and bonds.)

---

**FISCAL IMPACT: No**

This project is included in the City's current Capital Improvement Program with construction scheduled for 2024.

---

**CITY MANAGER'S RECOMMENDATIONS:**

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as April 9, 2024 and setting the public hearing date as April 15, 2024 for the 2024 Asphalt Street Resurfacing Program - SW Ordnance Road project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on March 20, 2024 and to be published in the Des Moines Register on March 29, 2024.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

---

**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

---

**ADDITIONAL INFORMATION:**

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**ATTACHMENTS:**

|                                                                |
|----------------------------------------------------------------|
| Click to download                                              |
| <a href="#">Resolution</a>                                     |
| <a href="#">Notice to Bidders and Notice of Public Hearing</a> |
| <a href="#">Location map</a>                                   |

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2024 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the following Resolution duly adopted:

### **RESOLUTION**

RESOLUTION ORDERING CONSTRUCTION OF THE 2024  
ASPHALT STREET RESURFACING PROGRAM - SW  
ORDNANCE ROAD, AND FIXING A DATE FOR HEARING  
THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2024 Asphalt Street Resurfacing Program - SW Ordinance Road; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2024 Asphalt Street Resurfacing Program - SW Ordinance Road, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted



Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The 2024 Asphalt Street Resurfacing Program – SW Ordnance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordnance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.

The construction improvements include approximately 250 CY of Class 13 excavation, 8,000 SY of asphalt milling, 2,600 TON of hot mix asphalt (HMA), 300 TON of granular shoulder, 100 STA of pavement markings, removal and replacement of sidewalk, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 9, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 15, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 15, 2024.

PASSED AND APPROVED this 18th day of March, 2024.

---

Mayor

ATTEST:

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City Clerk

**NOTICE TO BIDDERS AND**  
**NOTICE OF PUBLIC HEARING**

**2024 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD**  
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **2024 Asphalt Street Resurfacing Program – SW Ordinance Road** project at its meeting at **5:30 P.M. on the 15<sup>th</sup> day of April, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:  
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9PdZ09>  
Meeting ID: 973 1299 2966      Passcode: 1234
2. Join Meeting by Phone:  
Dial: +1 312 626 6799  
Meeting ID: 973 1299 2966      Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **9<sup>th</sup> day of April, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 9<sup>th</sup> day of April, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 15<sup>th</sup> day of April, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 28, 2024 and no later than June 24, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in May 2024.

### Contract Documents

An electronic copy of the Contract Documents is available at [www.ankenyiowa.gov/bid-documents](http://www.ankenyiowa.gov/bid-documents) for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 in advance to reserve a paper copy.

### Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

### General Nature of the Public Improvement

#### **2024 ASPHALT STREET RESURFACING PROGRAM – SW ORDNANCE ROAD**

**The 2024 Asphalt Street Resurfacing Program – SW Ordinance Road project includes asphalt milling and hot mix asphalt (HMA) overlay of SW Ordinance Road from just west of SW Westview Drive to approximately 150 feet west of SW Maple Street.**

**The construction improvements include approximately 250 CY of Class 13 excavation, 8,000 SY of asphalt milling, 2,600 TON of hot mix asphalt (HMA), 300 TON of granular shoulder, 100 STA of pavement markings, removal and replacement of sidewalk, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.**

### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

### Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

### Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

### Completion of Work

The Contractor shall substantially complete the project no later than **August 2, 2024**. Substantial completion for the project shall be defined as all grading and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work 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).

The Contractor shall fully complete the project no later than **August 16, 2024**. Full completion for the project shall be defined as all work, including punch list items, pavement markings, and temporary surface restoration completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **18<sup>th</sup> day of March, 2024**.

\_\_\_\_\_  
Mark E. Holm, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **20<sup>th</sup> day of March, 2024**.

Published in the Des Moines Register the **29<sup>th</sup> day of March, 2024**.









ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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

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ACTION REQUESTED:

Resolution

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the payment to the Berwick Water Association related to the right to serve customers located within the existing Berwick Water District boundary which has been annexed into the City of Ankeny.

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EXECUTIVE SUMMARY:

Acquisition of Berwick's water service territory is an essential step to managing the orderly development of the City. Acquisition of the water service territory allows the City to provide water infrastructure to new growth areas that meets our standards (i.e. fire flow pressure), and is planned in a way that can support future development that is outlined in the City Council approved Ankeny 2040 Plan.

The process for acquiring water service territory from an entity is outlined in Iowa Code, but in short, there is not one set formula prescribed for pricing. The Parties previously negotiated an Agreement for future acquisition of service territory, approved on April 17, 2023. Deal points from the Agreement that are relevant to this transaction include:

- Berwick Water Association retains ownership of their infrastructure and continues to serve those properties until the City extends the necessary water infrastructure to the area;
- Berwick Water Association shall not create or add new Association member to properties that have either an annexation petition on file with the City or have been formally annexed by the City; and
- Service territory acquisition shall occur by a set fee schedule. The amount to be paid by the City to Berwick varies depending upon when the property or properties are annexed into the City, starting with the effective date of the Agreement, April 17, 2023. Year 1: \$288/acre, Year 2: \$291/acre, Year 3: \$294/acre, Year 4: \$296/acre, and Year 5: \$299/acre.

The acquisition recommended with this item is scheduled to occur within Year 1 of the Agreement, and is calculated at \$288/acre. Using that amount, the total due to the Berwick Water Association with the approval of this item is as follows:

Legacy Housby Annexation 39.678 acres x \$288 acre = \$11,427.26

Berwick-ATI Annexation 140.4 acres x \$288 acre = \$40,435.20

Total Acquisition (180.078 acres x \$288) = \$51,862.46

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#### FISCAL IMPACT: **Yes**

Approval of this item results in a financial outlay from the Water Utility Fund in the amount of \$51,862.46. This amount will be paid to the Berwick Water Association for acquisition of 180.078 acres of water service territory. Future annexations within the Berwick Water Association's service territory will drive the need for additional acquisition by the City of Ankeny, and will continue to be a separate and unique agenda item presented to the City Council for action.

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#### CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

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#### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Approval of Resolution No. 2005-518 and Agreement Regarding Water Service; Resolution No. 2023-186.

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#### PUBLIC OUTREACH EFFORTS:

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#### ACTION REQUESTED:

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#### ADDITIONAL INFORMATION:

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#### ATTACHMENTS:

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                            |
|  <a href="#">Resolution</a>               |
|  <a href="#">Berwick-ATI Location Map</a> |
|                                                                                                                              |

|                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------|
|  <a href="#">Berwick-ATI Acreage Map</a>    |
|  <a href="#">Legacy Housby Location Map</a> |
|  <a href="#">Legacy Housby Acreage Map</a>  |

**RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE PAYMENT TO THE BERWICK WATER ASSOCIATION RELATED TO THE RIGHT TO SERVE CUSTOMERS LOCATED WITHIN THE EXISTING BERWICK WATER DISTRICT BOUNDARY WHICH HAS BEEN ANNEXED INTO THE CITY OF ANKENY**

WHEREAS, the Berwick Water Association is a rural water district organized and existing under the provisions of Chapter 504A of the Iowa Code; and

WHEREAS, the City of Ankeny, Iowa, has expanded its corporate boundaries into the Berwick Water Association's established district through annexations of two distinct areas of approximately 180.078 acres, the first along NE Berwick Drive, and the second along SE Four Mile Drive/NE 54<sup>th</sup> Avenue; and

WHEREAS, the City of Ankeny and the Berwick Water Association previously reached an agreement concerning the acquisition rights for the purpose of providing reasonable and affordable water service throughout the affected annexation areas; and,

WHEREAS, the City Council of the City of Ankeny, Iowa, in accordance with the approved Agreement between the Parties believes it is in the best interest of the city to approve the authorization of payment to the Berwick Water District for the right to serve customers within the 180.078 acres of existing Berwick Water District.

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

The City Manager or designee is hereby authorized to issue payment consistent with the terms and conditions of the previously approved Agreement between the parties dated April 17, 2023 for the purpose to acquire the rights to serve water to approximately 180.078 acres at \$288/acre, for a total of \$51,862.46.

**PASSED AND APPROVED** this 18<sup>TH</sup> day of March, 2024

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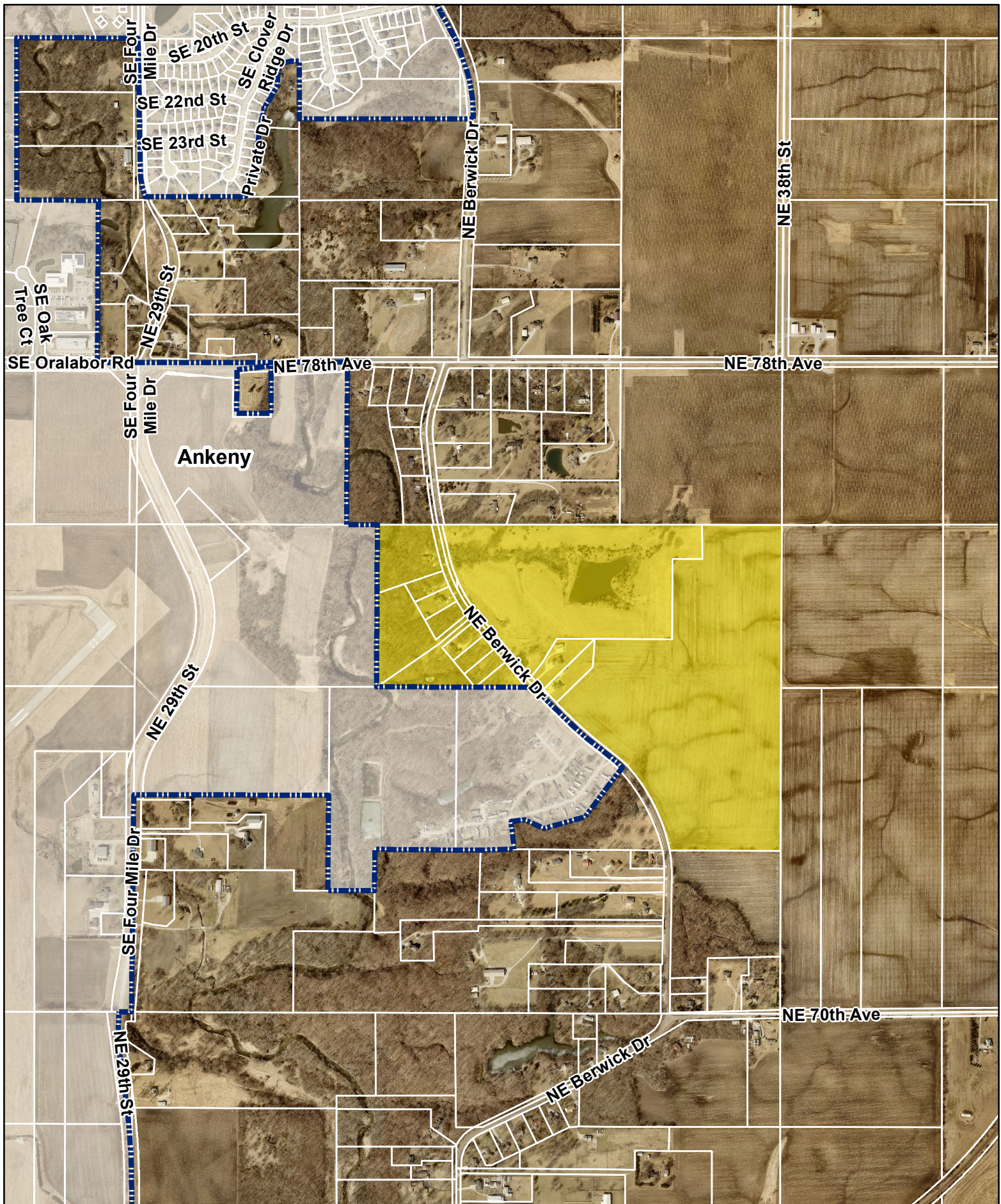
Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk





N

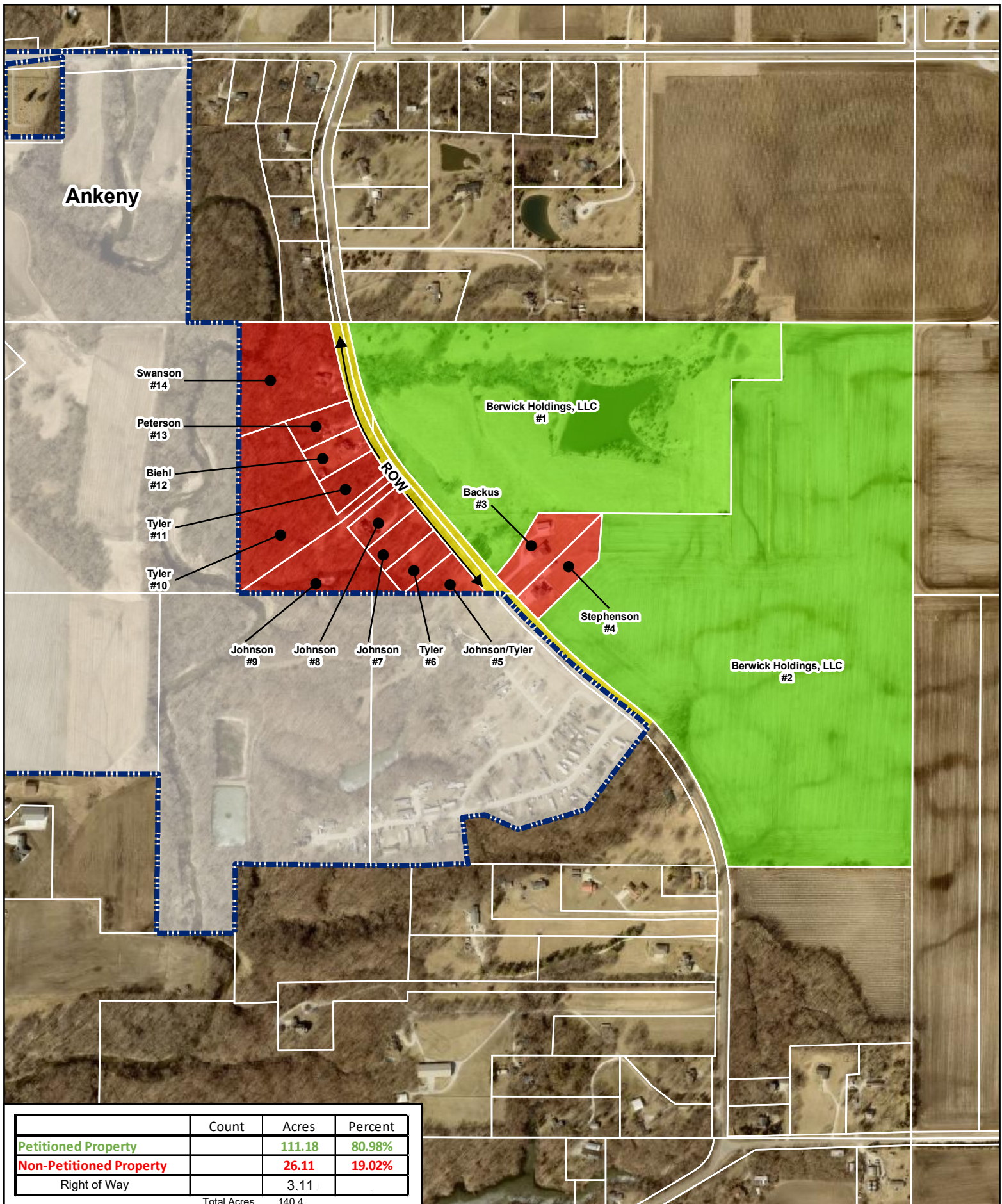


1 inch = 1,000 feet

Date: 3/8/2023

**Berwick-ATI Group  
80/20 Voluntary Urbanized Annexation**

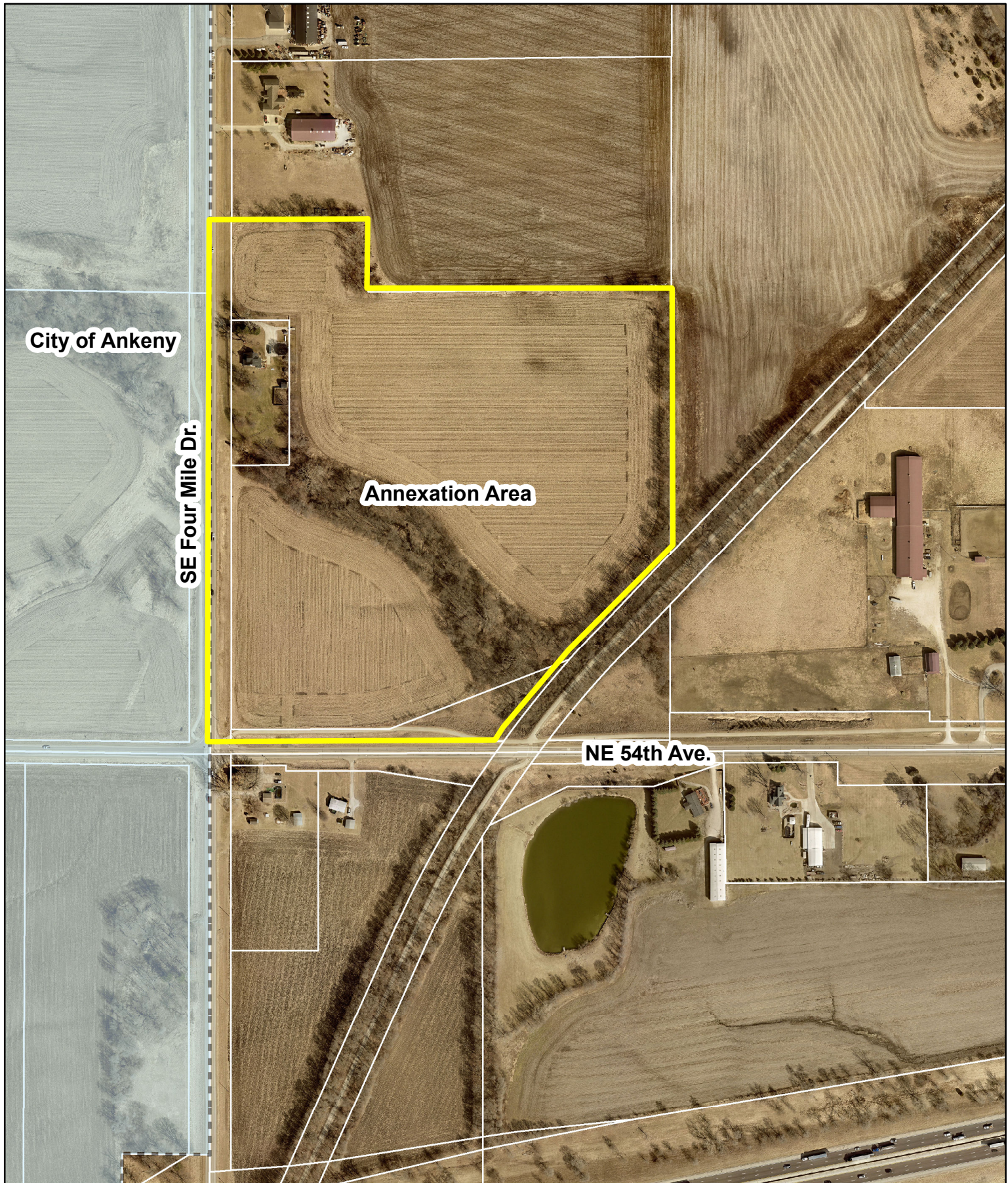




N  
1 inch = 600 feet  
Date: 6/9/2023

**Berwick-ATI Group  
80/20 Voluntary Urbanized Annexation  
Petitioned Property & Ownership**





1 inch = 360 feet  
Date: 10/6/2023

**Legacy Housby Annexation  
80/20 Voluntary Urbanized Annexation  
Aerial Map**









ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve a portable restroom rental contract for Ankeny parks, between the City of Ankeny and Bob's Septic & Portable Restrooms.

EXECUTIVE SUMMARY:

On February 5, 2024, the Finance Department issued a request for proposal (RFP) to the public for portable restroom rental services at our designated parks and facilities. Bids were received from three vendors.

The low bid, Bob's Septic & Portable Restrooms had an exception to have the City of Ankeny pay for all repairs & replacements needed for units operated by the City of Ankeny. Proper approval by the City will take place prior to any repairs or replacements being performed. Through inquiry of previous contractor, it was determined that an estimated cost of \$500-\$1,000.00 annually were taken place in repairs over the last seven years, with replacement costs ranging from \$1,500-\$1,900.00 per unit.

It was determined that these extra costs will not account for a value greater than the next lowest bid.

Based on the RFP results, which are shown in the following table, it is being recommended that the contract be awarded to Bob's Septic & Portable Restrooms.

|                                                            | Best Portable Toilets, Inc. |                  | Bob's Septic Portable Services |                  | Waste Solutions of Iowa |                  |
|------------------------------------------------------------|-----------------------------|------------------|--------------------------------|------------------|-------------------------|------------------|
|                                                            | Per Unit                    | Annually         | Per Unit                       | Annually         | Per Unit                | Annually         |
| Weekly service sites - Standard (7 months at 25 locations) | 100.00                      | 17,500.00        | 60.00                          | 10,500.00        | 91.42                   | 15,998.50        |
| Weekly service sites - Standard (12 months at 1 location)  | 100.00                      | 1,200.00         | 60.00                          | 720.00           | 91.42                   | 1,097.04         |
| Weekly service sites - Handicap (12 months at 1 location)  | 120.00                      | 1,440.00         | 75.00                          | 900.00           | 136.78                  | 1,641.36         |
| Weekly service sites - Handicap (7 months at 1 location)   | 120.00                      | 840.00           | 75.00                          | 525.00           | 136.78                  | 957.46           |
| <b>TOTAL:</b>                                              | <b>440.00</b>               | <b>20,980.00</b> | <b>270.00</b>                  | <b>12,645.00</b> | <b>456.40</b>           | <b>19,694.36</b> |

FISCAL IMPACT: **Yes**

Standard rental charges for all restroom units will have an annual cost of \$12,645.00, plus additional repairs or replacements done to our units.

CITY MANAGER'S RECOMMENDATIONS:  
Approve portable restroom rental contract with Bob's Septic & Portable Restrooms.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

A list of five vendors were contacted prior to the issuance of the RFP, confirming interest in receiving bid package. Additionally, the RFP was posted to the City of Ankeny website for public solicitation.

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ACTION REQUESTED:

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                    |
|------------------------------------------------------------------------------------|
| Click to download                                                                  |
| <input type="checkbox"/> <a href="#">RFP: Portable Restroom Rentals</a>            |
| <input type="checkbox"/> <a href="#">Bob's Septic &amp; Portable Restrooms Bid</a> |
| <input type="checkbox"/> <a href="#">Letter of Agreement</a>                       |
| <input type="checkbox"/> <a href="#">Damage Clause</a>                             |



**REQUEST FOR BID**

**PORTABLE RESTROOM RENTALS**

**CITY OF ANKENY, IOWA – PARKS & RECREATION**

**FEBRUARY 5, 2024**

You are invited to submit a bid for portable restroom rentals at various park locations as requested by the City of Ankeny Finance Department.

**Name of the Bid** Portable Restroom Rentals – Parks & Recreation

**Deadline for Bid Submittal** Friday, February 23, 2024 before 4:00pm

**Bids Shall Be Submitted To** City of Ankeny  
Attn: Austin Demers  
410 West First Street  
Ankeny, IA 50023

**INSTRUCTIONS TO BIDDERS**

**Method of Submittal** Mail Delivery, In Person  
Faxed bids are not acceptable.

**Contact Person** Todd Schenck, Parks and Facilities Administrator  
**E-mail Address** [tschenck@ankenyiowa.gov](mailto:tschenck@ankenyiowa.gov)

**Phone/ Fax Numbers** Phone: (515) 963-3578

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**

The City will evaluate all proposals based on the firm's adherence to the bid specifications, proposed start date, pricing structures, references and proof of insurance or intent to obtain insurance.



The City reserves the right to reject any or all proposals, to waive formalities, and to award the contract as deemed to be in the best interest of the City.

#### **TERMS OF CONTRACT**

The initial term of the contract shall be for three (3) years, with twenty-four (24) standard restrooms needed for a seven (7) month period, one (1) standard restroom and one (1) handicap needed year-round (12 months), and four (4) handicap restrooms needed for a seven (7) month period. Contract is to begin March 15, 2024 and end March 14, 2027.

Thereafter, the City and the contractor may renew the original contract for three (3) additional one-year time periods (12 months) by mutual agreement. This contract may be terminated by the City for any reason, upon the City providing notice to the Contractor within thirty (30) days of cancellation.

This Request for Bid along with a Letter of Agreement, prepared by the City and signed by the Parks and Recreation Director, 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.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient written certification and documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

#### **SITE VISIT**

All interested bidders are encouraged to review attachment (A) in an effort to familiarize themselves with all locations that may affect the time or cost of performance. No additional compensation or consideration will be allowed because of the bidder's misunderstanding as to the amount of work involved or his/her lack of knowledge of any other conditions based on his/her failure to inspect the work site.

#### **TERM OF PAYMENT**

Payments are made on the first and third Monday Council Meetings of every month. Original invoices will be processed for payment within thirty (30) days upon receipt and after all services have been inspected and accepted.

#### **INSURANCE**

The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the City Attorney.

A copy of your current Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 6.

#### **SURCHARGES**

Surcharges (i.e. fuel surcharges, environmental charges) shall NOT be allowed to be added to invoices as an additional line item.

| <b>DOCUMENTS TO BE SUBMITTED WITH THIS BID</b>        |
|-------------------------------------------------------|
| 1. General Company Information – Page 3               |
| 2. Bid Submittal Form – Page 4                        |
| 3. Signature Page – Page 5                            |
| 4. Proof of Insurance – Requirements listed on page 6 |

## GENERAL COMPANY INFORMATION

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Type of Organization: \_\_\_\_\_ Number of years in business: \_\_\_\_\_

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Name firm, address, contact person, phone number, fax number, e-mail address)

1) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 person(s) expected to service this contract:

\_\_\_\_\_

\_\_\_\_\_

**BID SUBMITTAL FORM**  
**Portable Restroom Rentals – Parks & Recreation**

- A.** Installation and maintenance of portable restrooms on a contract basis. Bid price shall include delivery, pickup and dumping fees as well as any other fees associated with the maintenance and repair of portable restrooms. Prompt and timely set-up and tear down shall be required as well as cooperation with City staff at job sites.
- B.** Locations and quantities of portable restrooms will be listed on attachment A. Additional units may be required due to development, major repairs, increased usage or special events. Successful bidder agrees to furnish additional units to unnamed sites within the City at rates stated in this Request for Bid. City agrees to give 24-hour notice at a minimum for ordering units for Special Events.
- C.** Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 24 hours. There will be no additional charge for repairs.
- D.** All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
- E.** A four (4) hour response time is requested on service calls for units which have been overturned or are in need of immediate assistance. Units shall be righted by the contractor at no charge to the City.
- F.** Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, etc. on or around restroom locations.

**PROPOSED PRICE**

**1. Long Term Rentals**

Weekly service sites-Standard (7 Months at 24 locations) Price per month per unit = \$\_\_\_\_\_

Weekly service sites-Standard (12 Months at 1 locations) Price per month per unit = \$\_\_\_\_\_

Weekly service sites-Handicap (12 months at 1 location) Price per month per unit = \$\_\_\_\_\_

Weekly service sites-Handicap (7 months at 4 locations) Price per month per unit = \$\_\_\_\_\_

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 requirements and interests of the City.

## SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the condition 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 # (     )

**EXCEPTIONS/ DEVIATIONS** to this Request for Bid shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

### FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

## INSURANCE INFORMATION – CITY OF ANKENY, IOWA

### **INSURANCE REQUIREMENTS**

For **PRODUCTS** or **SERVICES** requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage 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 Portable Restroom Rentals"* 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 \$2,000,000 (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.

**ANY EXCEPTIONS MAY BE CONSIDERED AS AN EVALUATING FACTOR IN AWARDING THIS BID/PROPOSAL.**

## 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 order placed for services.
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 Bidder and the City, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Payment is authorized by the City Council on the first and third Mondays of the month.
4. In the event of Bidder's failure to deliver the services when specifically promised and as agreed between Bidder and the City in terms of quality, price and other requirements, the City reserves the right to cancel the order, or any part thereof, without prejudice to its other rights.
5. 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.
6. The Bidder 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.
7. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
8. All parties to this bid and any ensuing order for services agree that the representatives of both the City and Bidder are, in fact, bona fide and possess full authority to bind said parties.
9. 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.
10. Each bidder shall submit an original bid on the forms attached. The bidder shall sign their 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.
11. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
12. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
13. The Bidder 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 Bidder, its employees, subcontractors or any independent contractors working under the direction of either the Bidder or subcontractor in the performance of this contract.
14. For 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.
15. 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 recognizes 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



### GENERAL COMPANY INFORMATION

Company Name:

Bob's Septic + ~~Commercial Services~~ Portable Restrooms.

Company Address:

2785 NE 46<sup>th</sup> Ave  
Des Moines, IA 50317

Type of Organization:

~~Private~~

Number of years in business:

50+

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Name firm, address, contact person, phone number, fax number, e-mail address)

1) City of Ames, Ames, IA

2) City of Altoona, Altoona, IA

3) Camp Dodge - Department of Defense, Johnston, IA

Employee who will oversee the City account if your company is awarded this contract:

Name:

Katie Rubenking

Title:

Accts Manager

Phone:

515-262-9174

Fax:

—

E-mail address:

office@bobsseptic.com

Names, titles, and years of experience of person(s) expected to service this contract:

**BID SUBMITTAL FORM**  
**Portable Restroom Rentals – Parks & Recreation**

- A. Installation and maintenance of portable restrooms on a contract basis. Bid price shall include delivery, pickup and dumping fees as well as any other fees associated with the maintenance and repair of portable restrooms. Prompt and timely set-up and tear down shall be required as well as cooperation with City staff at job sites.
- B. Locations and quantities of portable restrooms will be listed on attachment A. Additional units may be required due to development, major repairs, increased usage or special events. Successful bidder agrees to furnish additional units to unnamed sites within the City at rates stated in this Request for Bid. City agrees to give 24-hour notice at a minimum for ordering units for Special Events.
- C. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 24 hours. There will be no additional charge for repairs.
- D. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
- E. A four (4) hour response time is requested on service calls for units which have been overturned or are in need of immediate assistance. Units shall be righted by the contractor at no charge to the City.
- F. Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, etc. on or around restroom locations.

**PROPOSED PRICE**

1. Long Term Rentals

Weekly service sites-Standard (7 Months at 24 locations) Price per month per unit = \$ 60

Weekly service sites-Standard (12 Months at 1 locations) Price per month per unit = \$ 60

Weekly service sites-Handicap (12 months at 1 location) Price per month per unit = \$ 75

Weekly service sites-Handicap (7 months at 4 locations) Price per month per unit = \$ 75

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 requirements and interests of the City.

## SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the condition 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:

Portable Restrooms  
Bob's Septic + ~~Minimum Bidder~~

Address:

2785 NE 40<sup>th</sup> Ave

City/State/Zip:

Des Moines, IA 50317

Authorized Representative (print):

Katie Rubenking

Title:

Acct Manager

Authorized Signature:

Katie Rubenking

Date:

2/21/24

E-mail:

office@bobsseptic.com

Phone #

(515) 262-9174

Fax #

( )

**EXCEPTIONS/ DEVIATIONS** to this Request for Bid shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

Damage Disclaimer to be included upon approval of bids

### FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.





## LETTER OF AGREEMENT PORTABLE RESTROOM RENTALS

This Agreement is to be effective on the 18th day of March 2024, by and between Bob's Septic & Portable Restrooms, 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 standard and handicap portable restroom services.

**Term of Contract:**

- The term of the contract is March 18, 2024 through March 17, 2027.
- The City and the Contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.
- The contract may be terminated by the City for any reason, upon the City providing notice to the Contractor within thirty (30) days of cancellation.

**Contract Documents:** The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Portable Restroom Rentals, dated February 5, 2024;
- The Damage & Repair Clause provided by the Contractor;
- The bid submitted by the Contractor on February 21, 2024.

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

**Bob's Septic & Portable Restrooms**

By:  Company Representative

Date

3/13/24



2785 NE 46th Ave,  
Des Moines, IA 50317  
(515) 262-9174  
bobsseptic.com

**WE . GET . IT . DONE .**

## DAMAGE & REPAIR CLAUS

To our client,

This document is to provide a better understanding, and a written awareness of what you can expect when it comes to the potential cause or events that lead to damages to the portable units you have on your site(s).

Per the agreement made upon the order and acceptance of the portable units to the site(s) assigned you are in acceptance of the following;

- All units are to be stationary at their delivery places unless otherwise authorized to move them.
- Units that obtain damages beyond their normal wear & tear (described in further depth below) can/will procure additional charges as described below.
- Units that require additional repairs/maintenance or replacement throughout your rental can/will procure additional charges as described below.

Further damages outside of wear & tear can be identified and determined by actions that have the unit discarded, mishandled, and/or used in acts that render the unit(s) unusable or in need of repairs requiring before comfortable access given.

Additional charges can range from cost of services and labor to repair unit(s), repair materials, additional delivery/placement charges, and/or the full cost of replacing the unit(s) in our inventory. (Not to exceed the cost of a full replacement of a standard portable unit of \$1,200 and a full replacement of a handicap portable unit of \$1,900.)

By signing below you have read and understood the above agreement in terms of damages and repairs needed to the units on your site,

x\_\_\_\_\_

Date\_\_\_\_\_

Rental Agreement Representative Signature



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:  
Municipal Utilities

COUNCIL GOAL:  
Upgrade Essential Infrastructure

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

---

SUBJECT:  
Consider motion to adopt **RESOLUTION** authorizing the Certificate of Termination of Development Agreement between the City of Ankeny, Iowa and DLE Seven, LLC for the Slim Chickens Right Turn Lane Construction.

---

EXECUTIVE SUMMARY:  
The City constructed an eastbound right turn lane on NW 18th Street at the Slim Chickens, 1730 N Ankeny Boulevard, site entrance as part of the NW 18th Street - NW Ash Drive to N Ankeny Boulevard City project. The developer made the final payment of \$47,680 as their final construction cost per the original development agreement.

---

FISCAL IMPACT: **No**

---

CITY MANAGER'S RECOMMENDATIONS:  
To approve the Resolution and Certificate as attached.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):



---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                         |
|  <a href="#">Resolution</a>              |
|  <a href="#">Termination Certificate</a> |
|  <a href="#">Development Agreement</a>   |

## **RESOLUTION**

### **A RESOLUTION AUTHORIZING THE CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND DLE SEVEN, LLC**

---

**WHEREAS**, DLE Seven, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Slim Chickens (1730 N Ankeny Boulevard); and

**WHEREAS**, a Development Agreement was recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records and referenced real property of 1730 N Ankeny Boulevard.

**WHEREAS**, the Developer has complied with the provisions of the Development Agreement.

**NOW, THEREFORE**, the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**WHEN RECORDED RETURN TO:**

Michelle Yuska, City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

**PREPARED BY:** Mitchell Wedell, PE, City of Ankeny, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 (515) 963-3523

**CERTIFICATE OF TERMINATION OF DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ANKENY, IOWA AND DLE SEVEN, LLC**

---

**WHEREAS,** DLE Seven, LLC entered into a Development Agreement with the City of Ankeny, Iowa for purposes of facilitating the development of the property known as Slim Chickens (1730 N Ankeny Boulevard); and

**WHEREAS,** a Development Agreement was recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records and referenced real property of 1730 N Ankeny Boulevard.

**WHEREAS,** the Developer has complied with the provisions of the Development Agreement.

**NOW, THEREFORE,** the City of Ankeny, Iowa, hereby gives this Certificate of Termination evidencing the Developer's compliance with and termination of the Development Agreement recorded on November 19, 2021 in Book 18870 at Page 61 of the Polk County, Iowa records.

**DATED** this 18<sup>th</sup> day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the \_\_\_\_\_ day of March 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

---

Notary Public in and for the State of Iowa

Recorded: 11/19/2021 at 9:00:46.0 AM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.32  
Combined Fee: \$20.32  
Revenue Tax:  
Polk County, Iowa  
Julie M. Haggerty RECORDER  
Number: 202100122354  
BK: 18870 PG: 61

WHEN RECORDED RETURN TO:  
Denise L. Hoy, City Clerk  
City of Ankeny  
410 W. First St  
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF ANKENY, IOWA, AND DLE SEVEN, L.L.C.**

**WHEREAS**, the City of Ankeny, Iowa (hereinafter the "City") has received a preliminary site plan concept for a proposed "Slim Chickens" restaurant at 1730 N Ankeny Boulevard (hereinafter the "Site Plan") from the DLE Seven, L.L.C. (hereinafter the "Developer"); and

**WHEREAS**, the City has programmed the NW 18<sup>th</sup> Street Reconstruction, NW Ash Drive to N Ankeny Boulevard, project (hereinafter the "City Project") into the City's current five-year Capital Improvement Program (CIP). The City Project is currently programmed to be designed in 2022 and constructed in 2023; and

**WHEREAS**, the traffic study completed as part of the City Project shows that additional traffic generated by the Site Plan will warrant, by year 2031, a right turn lane on NW 18<sup>th</sup> Street at the right-in/right-out access intersection on the south side, approximately 300 feet west of N Ankeny Boulevard (hereinafter the "Access Location"). The City is acceptable to constructing the right turn lane with the City Project and receiving reimbursement from the Developer after project completion;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and construct the right turn lane at the Access Location as part of the City Project.
2. The Developer agrees to reimburse the City for all construction-related costs for the right turn lane on NW 18<sup>th</sup> Street at the Access Location, not to exceed \$50,000.00. The actual amount will be based on the certified construction costs at the time of project completion. Payment shall be made by the Developer to the City within thirty (30) days after the public improvements for the City Project have been completed and accepted by the City Council.
3. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") necessary for any street, public utility, pedestrian ramp, or other improvements needed to complete the City Project. The Right of Way shall be provided at no cost to the City.
4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

10. This Agreement is contingent on City approving the Site Plan and Developer and Owner fully executing the Ground Lease. If either condition is not satisfied by December 31, 2021, this Agreement shall terminate automatically.

**City:**

City of Ankeny  
1210 NW Prairie Ridge Drive  
Ankeny, IA 50023  
Attn.: Don Clark, PE

**Denny Elwell Company, LC:**

DLE Seven, L.L.C.  
2401 SE Tones Drive, Suite #17  
Ankeny, Iowa 50021  
Attn.: Chris Murray

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.



IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 8<sup>th</sup> day of November, 2021.

**DLE SEVEN, L.L.C.**

By: \_\_\_\_\_

Chris Murray, President & CEO

**CITY OF ANKENY, IOWA**

By: \_\_\_\_\_

Gary Lorenz, Mayor

Attest:

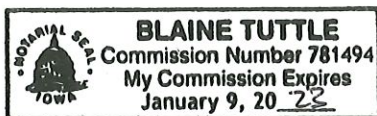
By: \_\_\_\_\_

Denise L. Hoy, City Clerk

**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 8<sup>th</sup> day of NOVEMBER, 2021, before me, a Notary Public in and for said County and State personally appeared Chris Murray, respectfully of Denny Elwell Company, LC, to me personally known, who being by me duly sworn, did say that he is the President and CEO of Denny Elwell Company, LC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, by it and by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State of Iowa



**STATE OF IOWA, COUNTY OF POLK, ss:**

On the 15<sup>th</sup> day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **GARY LORENZ** and **DENISE L. HOY**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the 15<sup>th</sup> day of November, 2021, and the said **GARY LORENZ** and **DENISE L. HOY** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

---

ACTION REQUESTED:

Motion

---

LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Consider motion to approve the Consent to Collateral Assignment of Tax Increment Development Agreement and Estoppel Agreement between the City of Ankeny and Pet Parents, LLC.

---

EXECUTIVE SUMMARY:

The City entered into a development agreement with Pet Parents, LLC to construct an approximately 42,000 square foot facility at 1810 SW Magazine Road in Ankeny. Pet Parents is requesting to assign all of Pet Parents' rights and privileges outlined in the tax increment development agreement dated March 1, 2021 to Central Bank to secure their loan for the construction of the new facility. This type of assignment is allowed under the terms of the approved development and is common with projects this size. The assignment does not change Pet Parents' obligations outlined in the agreement.

---

FISCAL IMPACT: **No**

The assignment gives Central Bank a first position on tax increment financing rebates from the City in the event of default on their loan for the construction of Pet Parents' facility. It also authorizes the City to send rebate payments directly to Central Bank.

---

CITY MANAGER'S RECOMMENDATIONS:

To authorize the Mayor to execute the attached document.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council held a public hearing and approved a development agreement with Pet Parents on March 1, 2021.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                                              |
|  <a href="#">Pet Parents Collateral Assignment to Central</a> |

**CONSENT TO COLLATERAL ASSIGNMENT OF  
TAX INCREMENT DEVELOPMENT AGREEMENT AND ESTOPPEL AGREEMENT**

**THIS CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT DEVELOPMENT AGREEMENT AND ESTOPPEL AGREEMENT** (“Consent”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by the City of Ankeny, 410 W. 1st Street, Ankeny, Iowa 50023 (“City”) in favor of Central Bank, 4848 86<sup>th</sup> St. Urbandale, IA 50322 (“Bank”).

**W I T N E S S E T H:**

WHEREAS, Pet Parents Holdings Ankeny, LLC, an Iowa limited liability company (“Borrower”) owns that certain real property in the City of Ankeny, legally described in Exhibit “A” attached hereto (the “Property”); and,

WHEREAS, Borrower has developed and constructed a 42,649 square foot headquarters on the Property (the “Improvements”) for use by Pet Parents, LLC, an Iowa Limited Liability Company (“PPLLC”).

WHEREAS, Borrower has obtained certain construction loans in the aggregate amount of \$7,612,200.00 (the “Loans”) from Bank to finance Borrower’s engineering, design, development, construction, furnishing and equipping of the Improvements on the Property (all as defined in that certain Construction Loan Agreement between Borrower and Bank of dated July 16, 2021, the “Loan Agreement”); and,

WHEREAS, to evidence the Loan, Borrower has executed and delivered to Bank the certain Promissory Notes of dated July 16, 2021, in the aggregate original principal amount of \$7,612,200.00 (together with all modifications, amendments, renewals, extensions, restatements and replacements thereof, hereinafter referred to as the “Notes”); and,

WHEREAS, the Notes are secured by, among other things, a Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (as the same may be amended, restated, replaced, supplements, or otherwise modified from time to time, collectively, the “Mortgage”) dated July 16, 2021, which grants Bank a first priority lien on the property encumbered thereby, including the Improvements. The Note, Loan Agreement, Mortgage, the Collateral Assignment (as defined herein) and any of the other documents evidencing or securing the Loan or executed or delivered in connection therewith are collectively referred to as the “Loan Documents;” and,

WHEREAS, PPLLC entered into a certain Tax Increment Development Agreement with the City, approved by the City on March 1, 2021 and filed of record on March 4, 2021 in Book 18395, Page 498 in the Office of the Polk County Recorder (the “Agreement”) pertaining to the acquisition, development, financing, and construction of the Improvements on the Property, as amended, modified, supplemented or restated; and,

WHEREAS, in consideration for PPLLC's performance under the Agreement, the City has agreed (subject to conditions noted therein), to make certain payments, including contributions and tax rebates, to PPLLC; and,

WHEREAS, Bank is willing to extend an additional loan to PPLLC subject, to, among other things, PPLLC assigning to Bank in a first priority position, all of PPLLC's right, title and interest in the Agreement, including all rights it has to the payments and economic development grants under the Agreement to secure the Loan; and,

WHEREAS, PPLLC is collaterally assigning a first priority interest its rights, privileges, powers and interests in, to and under the Agreement to Bank to secure the additional loan, including all its right to payments, including all contributions and tax rebates to which it is entitled under the Agreement by virtue of that Collateral Assignment of Tax Increment Development Agreement ("Collateral Assignment"); and,

WHEREAS, City desires to consent to the Collateral Assignment and acknowledges that Bank is relying on this Consent in entering into the additional loan and all affiliated Loan Documents,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby covenants and agrees as follows for the benefit of Bank:

1. A true, correct and complete copy of the Agreement was approved by the City on March 1, 2021 and filed of record on March 4, 2021 in Book 18395 Page 498, in the Office of the Polk County Recorder and evidences the entire agreement between PPLLC and the City with respect to the Improvements and the Property. The Agreement has not otherwise been amended, supplemented or otherwise modified as of the date hereof.

2. City acknowledges that PPLLC is assigning and granting a security interest, for collateral purposes, in all of PPLLC's right, title and interest in and to the Agreement to Bank by virtue of that Collateral Assignment, including the assignment of all right to payments, including all economic development grants and tax rebates to which they are entitled under the Agreement from City to secure the additional loan.

3. City represents and warrants to Bank that: (i) the Agreement is currently in full force and effect; (ii) City has not given notice of default to PPLLC; (iii) the Agreement constitutes the valid and binding agreement of City, enforceable in accordance with its terms; and (iv) City has the full authority under all applicable state and local laws and regulations, to perform all of its obligations under the Agreement.

4. City states that it has no knowledge of any notice of any prior assignment, sale, hypothecation or pledge of PPLLC's interest under the Agreement.

5. City agrees to make future payments to Bank, including paying all contributions and tax rebates owed PPLLC as set forth in the Agreement directly to Bank until such time as the Collateral Assignment is released of record. City shall issue payments to the Bank at the address set forth in Section 12, below, or if payment is made by wire transfer, the funds shall be wired to Bank by instructions given by Bank to the City.

6. It is expressly understood that Bank neither assumes nor has any obligations to City to exercise PPLLC's rights under the Collateral Assignment or to declare an Event of Default (as defined in the Collateral Assignment), but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Bank.

7. At the date hereof, City represents that it has no counterclaim, right of set-off, defense or like right against PPLLC.

8. City agrees that it will provide Bank with a copy of any notice of default required under the Agreement at the same time and in the same manner as it is to be provided to PPLLC pursuant to the Agreement and that Bank shall have the right, but not the obligation, to cure any such default on behalf of PPLLC within the periods of time set forth in the Agreement.

9. City agrees that it will not terminate the Agreement or cease to perform its obligations thereunder for any reason, including PPLLC's failure to make any payments to City, without giving written notice to Bank of such intention to terminate or cease performing its obligations and allowing Bank reasonable time to cure any defaults as is provided in this Consent.

10. Notwithstanding anything that may be interpreted to the contrary in this Consent and the Collateral Assignment, the terms and obligations of the Agreement are in no way amended or altered, and the City shall have no obligations to advance economic development grants, tax rebates, or commitments, except as required by the terms of the Agreement.

11. All notices, consents, approvals and requests required or permitted hereunder or under the Loan Agreement or related Loan Documents shall be given in writing and shall be effective and sufficient notice if service is sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) Federal Express, UPS or another reputable overnight courier, or (c) by hand by commercial courier service, addressed to the party to be so notified at its address set forth below, or to such other address as such party may hereafter specify in accordance with the provisions of this Section. Any Notice shall be deemed to have been received: (i) three (3) days after the date such Notice is mailed, (ii) on the date of delivery by hand (or refusal to accept such delivery) if delivered during business hours on a Business Day (otherwise on the next Business Day), and/or (iii) on the next Business Day if sent by an overnight commercial courier. Notices shall be deemed effective if delivered by counsel to either party, as if given directly by such party.



**If to Pet Parents:** Pet Parents, LLC  
1808 SW Magazine Rd.  
Ankeny, IA 50023

**If to City:** City of Ankeny  
410 W 1st Street  
Ankeny, Iowa 50023

**If to Bank:** Central Bank  
Attn: Jeffery D. Damman  
4848 86<sup>th</sup> St.  
Urbandale, IA 50322

Tel: (515) 309-5102  
Fax: (515) 309-9801

Any party may change the address to which any such Notice is to be delivered by furnishing ten (10) days prior written notice of such change to the other parties in accordance with the provisions of this Section. Notices shall be deemed to have been given on the date as set forth above, even if there is an inability to actually deliver any such Notice because of a changed address of which no Notice was given, or there is a rejection or refusal to accept any Notice offered for delivery.

12. City agrees that no material change or amendment shall be made to the terms of the Agreement without the prior written consent of Bank, which consent should not be unreasonably withheld or delayed. The parties thereto agree that this Consent does not release PPLLC from its obligations under the Agreement.

13. City further agrees upon request from Bank, to furnish Bank with copies of such information as PPLLC is entitled to receive under the Agreement.

14. The statements made herein shall be binding upon and inure to the benefit of City, their successors and permitted assigns, and shall be binding upon and inure to the benefit of Bank and Bank's successors and assigns.

15. The person executing this Consent is duly empowered to do so on behalf of City, respectively.

16. THIS CONSENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA. ANY ACTION BROUGHT IN CONNECTION WITH THIS CONSENT SHALL BE BROUGHT IN THE IOWA FEDERAL OR STATE DISTRICT COURT SITTING IN POLK COUNTY, IOWA AT THE ELECTION OF BANK.

17. All terms not otherwise defined herein shall have the respective meanings given to such terms in the Agreement.

18. This Consent may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Any counterpart may be executed by facsimile copy.

19. Upon payment in full of the Loan and release of the Mortgage, whichever last occurs, this Consent will terminate.

By signing below, the parties hereto acknowledge that in concurrently received of a copy of the document and each document referenced herein.

**IN WITNESS WHEREOF, THIS CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT DEVELOPMENT AGREEMENT** has been executed by City the day and year first above written above.

**CITY OF ANKENY, IOWA**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

By: \_\_\_\_\_  
Mark Holm, Mayor

STATE OF IOWA      )  
                                ) ss:  
COUNTY OF POLK )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared Mark Holm and \_\_\_\_\_, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Ankeny, Iowa, by authority of its City Council, as contained in the Resolution adopted by the City Council under Roll Call No. 24-\_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2024, and that Mark Holm and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of City of Ankeny, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa  
My commission expires: \_\_\_\_\_

The undersigned acknowledges and consents to the forgoing Consent.

**PET PARENTS, LLC**

By: \_\_\_\_\_  
Blake Anderssen (f/k/a Blake Anderson) Manager  
Address: 1810 SW Magazine Rd.  
Ankeny, Iowa 50023

STATE OF IOWA )  
 )ss:  
COUNTY OF POLK )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Blake Anderssen (f/k/a Blake Anderson), as Manager of Pet Parents, LLC, an Iowa Limited Liability Company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires: \_\_\_\_\_

(SEAL)

**EXHIBIT “A”**  
**The Property**

That certain real property located in the City of Ankeny, Polk County, Iowa, described as follows:

Lot 1 in VINTAGE BUSINESS PARK AT PRAIRIE TRAIL  
PLAT 7, an Official Plat, now included in and forming a part of  
the City of Ankeny, Polk County, Iowa.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Ensure Economic Vitality

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ACTION REQUESTED:

Resolution

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LEGAL:

No Review Required

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SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into an amended contract with the Iowa Economic Development Authority and Kreg Enterprises, Inc.

---

EXECUTIVE SUMMARY:

IEDA recently approved an amendment to contract (#19-HQJP-013) between IEDA, Kreg Enterprises, Inc. and the City of Ankeny. This contract awarded incentives for the creation of 20 jobs resulting from the construction of Kreg's new facility in the Crosswinds Business Park. Kreg received a 19-month extension to the project completion date with this amendment, allowing Kreg additional time to create the 20 new jobs. The project completion date has been extended from May 31, 2023 to December 31, 2024. As a party to the contract, City Council action is required for amendments to the contract. This is the only amendment to this contract at this time and is the second amendment Kreg has been awarded, both allowing additional time to meet employment projections.

---

FISCAL IMPACT: **No**

IEDA's contract concerns incentives provided to Kreg by the State of Iowa. It does not pertain to local incentives provided by the City. Kreg is in compliance with all the terms of their development agreement



with the City.

---

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council approved Resolution No. 2019-084 on March 4, 2019 authorizing the Mayor to execute the original contract between IEDA, Kreg and the City. The City Council approved Resolution No. 2022-342 on July 5, 2022 authorizing an amendment to the original contract, which awarded Kreg a 15 month extension to their original project completion date of December 31, 2021.

---

PUBLIC OUTREACH EFFORTS:

N/A

---

ACTION REQUESTED:

---

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                           |
|  <a href="#">IEDA Amend Reso</a>           |
|  <a href="#">IEDA Kreg Contact amended</a> |

RESOLUTION NO. 2024-XXX

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO ENTER INTO AN AMENDED CONTRACT WITH  
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND KREG ENTERPRISES, INC.

**WHEREAS**, the City Council of the City of Ankeny, Iowa, recognizes that the State of Iowa's High Quality Jobs Program promoted job creation and capital investment in a new facility for Kreg Enterprises, Inc; and

**WHEREAS**, the new facility recently completed by Kreg Enterprises, Inc. provides capital investment and job creation within the City of Ankeny and the State of Iowa; and

**WHEREAS**, the City Council approved Resolution 2019-084 on March 4, 2019 authorizing the Mayor to execute contract number 19-HQJP-013; and

**WHEREAS**, the Iowa Economic Development Authority Board amended the contract's project completion date a second time, pushing back the project completion date to December 31, 2024 from May 31, 2023 and the end of the maintenance period from May 31, 2025 to December 31, 2026; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa, hereby approves the Economic Development Assistance Contract as amended between Kreg Enterprises, Inc., the City of Ankeny and the Iowa Economic Development Authority, authorizes the Mayor to execute said contract and authorizes the City staff to do all things necessary to carry out the terms of the Contract.

Passed and approved this 18th day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

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Michelle Yuska, City Clerk

## CONTRACT AMENDMENT

RECIPIENT: **Kreg Enterprises, Inc.**  
MASTER CONTRACT #: **19-HQJP-013**  
AMENDMENT #: **2**  
EFFECTIVE DATE: **February 16, 2024**

THIS CONTRACT AMENDMENT is made by and among the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, (hereafter "**IEDA**"), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, an agency of the State of Iowa, **Kreg Enterprises, Inc. ("Recipient")**, 7500 SE Convenience Blvd., Ankeny, IA 50021, and **City of Ankeny ("Community")**, 410 West First Street, Ankeny, IA 50023.

WHEREAS, Recipient, has requested an extension of the Project Completion Date.

WHEREAS, the **IEDA BOARD** approved an extension, effective as of the Effective Date stated above, and

NOW, THEREFORE, the Contract referenced above is amended as follows:

- 1. REVISION OF EXHIBIT D; "JOB OBLIGATIONS."** Exhibit D is amended to revise the Project Completion Date. Details of this change are reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

Except as otherwise revised above, the terms, provisions and conditions of Contract Number 19-HQJP-013 remain unchanged and are in full force and effect.

### **FOR RECIPIENT:**

*Carrie Trenkamp*  
Carrie Trenkamp (Feb 27, 2024 15:43 CST)

SIGNATURE

Carrie Trenkamp

PRINT/TYPE NAME, TITLE

02/27/2024

DATE

### **FOR IEDA:**

Debi Durham, Director

DATE

### **FOR COMMUNITY:**

SIGNATURE

PRINT/TYPE NAME, TITLE

DATE

**EXHIBIT D – JOB OBLIGATIONS**  
**Revised February 16, 2024**

**Recipient: Kreg Enterprises, Inc.**  
**Community: City of Ankeny**  
**Contract Number: 19-HQJP-013**

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outlines the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

| <b>HQJP JOB OBLIGATIONS</b>                                     |                                                  | <b>Employment<br/>Base</b> | <b>Jobs<br/>To Be Created</b> | <b>Total<br/>Job<br/>Obligations</b> |
|-----------------------------------------------------------------|--------------------------------------------------|----------------------------|-------------------------------|--------------------------------------|
| Project Completion Date:                                        | <del>May 31, 2023</del> <b>December 31, 2024</b> |                            |                               |                                      |
| Maintenance Period Completion Date:                             | <del>May 31, 2025</del> <b>December 31, 2026</b> |                            |                               |                                      |
| <b>Total employment at project location</b>                     |                                                  | 225                        | 20                            | 245                                  |
| <b>Average wage of total employment at project location</b>     |                                                  | \$28.39                    |                               |                                      |
|                                                                 |                                                  |                            |                               |                                      |
| <b>Qualifying Laborshed Wage threshold requirement (per hr)</b> |                                                  | \$30.32                    |                               |                                      |
|                                                                 |                                                  |                            |                               |                                      |
| <b>Number of jobs at or above qualifying wage</b>               |                                                  | 78                         | 20                            | 98                                   |
| <b>Average Wage of jobs at or above qualifying wage</b>         |                                                  | \$48.98                    |                               |                                      |

**Notes re: Job Obligations**

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

**Sufficient Benefits Deductible Requirements**

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,250 for single coverage or \$4,500 for family coverage.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

Consider a motion to adopt **RESOLUTION** approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

---

EXECUTIVE SUMMARY:

This item is requested for City Council consideration as a means to formalize the long-standing relationship that exists between the City of Ankeny and the Ankeny Area Chamber of Commerce for the annual SummerFest event. The Agreement outlines the public benefit received for the in-kind services provided, outlines expectations for the parties, and ensures proper insurance and indemnification is agreed upon. This type of Agreement is a requirement to account for the use of public funds in this manner with a non-profit organization.

The City and Chamber have a decades long relationship of promoting and celebrating the community. This relationship includes partnering on past SummerFest events and activities as well as the Celebrate Ankeny 2021 event held during COVID. The event is held annually and the City's participation includes hosting activities on City-owned property, closing certain streets for the event and parades, and providing

in-kind support services through the Police, Fire/EMS, Public Works, Communications, Utilities, and Parks & Recreation departments. Staff from the City Manager's Office are also involved in event planning, accounting, and reporting.

An accounting of the City's obligation of resources, operational impacts, and costs associated with supporting the event is maintained for cost allocation purposes. This cost is reviewed with the City Council after the event which occurs through a presentation of a financial report that is requested to be received and filed. The most recent 2023 report is attached to this agenda item. The in-kind services and miscellaneous costs for the SummerFest and Celebrate Ankeny events are paid from the City Council authorized funds allocated from the Hotel/Motel Tax Fund that is discussed during the City's annual budget process.

---

#### **FISCAL IMPACT: Yes**

Costs associated with supporting the SummerFest event is specifically included in the City Manager recommended FY2025 budget. Funds from the Hotel/Motel Tax Fund are used to offset the staff resources and miscellaneous expenses incurred. Excluding the 2021 Celebrate Ankeny event, the five-year average expenditure to support SummerFest has been approximately \$54,000 annually. Notably, the in-kind support provided to the 2023 SummerFest event decreased to just under \$39,000.

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#### **CITY MANAGER'S RECOMMENDATIONS:**

The City Manager recommends Council approve the motion adopting the resolution approving an agreement between the City of Ankeny and the Ankeny Area Chamber of Commerce.

---

#### **PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

Resolution No. 2007-201; SummerFest Policy approved by Motion of Council of 03/07/2011; Resolution No. 2022-319; Resolution No. 2023-238; and Annual SummerFest Reports - most recently SummerFest Memo 2023.

---

#### **PUBLIC OUTREACH EFFORTS:**

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#### **ACTION REQUESTED:**

---

#### **ADDITIONAL INFORMATION:**

---

#### **ATTACHMENTS:**

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <b>Click to download</b>                                                                                                  |
|  <a href="#">Resolution</a>            |
|  <a href="#">Agreement</a>             |
|  <a href="#">2023 Financial Report</a> |



**RESOLUTION 2024 –**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EVENT AGREEMENT TO  
PROVIDE IN-KIND SERVICES TO THE ANKENY AREA CHAMBER OF COMMERCE  
IN SUPPORT OF SUMMERFEST 2024 AND SUMMERFEST PARADES**

**WHEREAS**, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, Uptown, and on City streets; and

**WHEREAS**, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District and Uptown have been requested by the Chamber to be approved for closure during SummerFest; and

**WHEREAS**, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest; and

**WHEREAS**, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during Summerfest at The District; and

**WHEREAS**, the City is the owner of the park known as the Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night in Uptown during SummerFest; and

**WHEREAS**, the Chamber and City desire that the City Streets, City Parking Lots, and City Parks, be used for the purpose of SummerFest and SummerFest Parades; and

**WHEREAS**, the Chamber has requested and the City desires to provide in-kind services for the support of SummerFest and the SummerFest Parades and have agreed to a set of terms and conditions, a copy of which agreement is hereto attached.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Event Agreement on behalf of the City of Ankeny, Iowa, authorizing the Chamber the use of City Streets, City Parking Lots, and City Parks as set forth in the Event Agreement.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Mark E. Holm, Mayor

**ATTEST:**

---

Michelle Yuska, City Clerk

## EVENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Ankeny, an Iowa municipal corporation (hereinafter "City"), and the Ankeny Area Chamber of Commerce (hereinafter "Chamber").

WHEREAS, the City has been requested to provide in-kind services to the Chamber in support of the SummerFest and SummerFest Parades located on a blend of public and private property within The District, City parks, and on City streets;

WHEREAS, the City is the owner of certain streets and sidewalks located in the City of Ankeny, which streets and sidewalks in the area known as The District have been requested by the Chamber to be approved for closure during SummerFest (collectively referred to herein as the "City Streets");

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny adjacent to the Kirkendall Public Library, which parking lots have been requested by the Chamber to be used by the Chamber for SummerFest (collectively referred to herein as the "City Parking Lots");

WHEREAS, the City is the owner of the park known as Promenade Park located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a firework display during SummerFest (referred to herein as the "City Park");

WHEREAS, the City is the owner of the park known as Ankeny Market & Pavilion located in the City of Ankeny, which park the Chamber has requested be used for the purpose of holding a Family Fun Night during SummerFest (referred to herein as the "AMP");

WHEREAS, the Chamber and City desire that the City Streets, City Parking Lots, AMP, and City Park (collectively referred to herein as the "Event Property") be used for the purpose of SummerFest (the "Event") and SummerFest Parades (the "Event Parades"); and

WHEREAS, the Chamber has requested and the City desires to provide in-kind services for the support of the Event and the Event Parades.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on the 7th day of July 2024, and shall last the duration of the Event, terminating on the 15th day of July 2024 (the "Term").
2. **Location; Use:** The Chamber is hereby authorized to use the Event Property for the purposes of the Event and Event Parades during the Term.
3. **Duties and Obligations of Chamber:** Duties and obligations of the Chamber shall include, but are not limited to, those as described herein:
  - a) Organize, staff, manage, promote and pay for costs associated with the Event and Event Parades that are not otherwise covered by the City's in-kind resource allocation.
  - b) Recognize the City as Event sponsor at the \$35,000 level on all advertising and on event website.

- c) Provide the City with an opportunity to set up an informational tent at the Event.
- d) Complete and provide the City with the results of a participant satisfaction survey within ninety (90) days of the end of the Term.
- e) Provide the City with a written event summary or presentation within six months of the end of the Term;
- f) Provide a location for a command post for City Fire Department and EMS staffing presence at the Event and for City Police Department command post.
- g) Provide the City with free entry to the Event Parade for the Police Department, Fire/EMS Department, and Ankeny Kirkendall Public Library.

**4. Duties and Obligations of City:** Duties and obligations of the City shall be as follows:

- a) Closure of City Streets as requested by the Chamber and approved by the City for the Event.
- b) Closure of City Streets as requested by the Chamber and approved by the City for Event Parades.
- c) Closure and use of City Parking Lots as requested by the Chamber and approved by the City for the Event. The library parking lot may not be closed prior to Sunday, July 7 at 5 p.m.
- d) Closure of City Park as requested by the Chamber and approved by the City for the purpose of holding a firework display for the Event.
- e) Closure of the AMP as requested by the Chamber and approved by the City for the purpose of holding a Family Fun Night for the Event.
- f) Waiver of fees, permits, and charges for the Event, including:
  - i. 3-day temporary food vendor permit fee;
  - ii. AMP rental fee;
  - iii. AMP table and chairs rental fee;
  - iv. Community Development associated permit and inspection fees (i.e. tent permits);
  - v. Fire inspection fee;
  - vi. Food vendor application fee; and
  - vii. Water provided for the Event through meters provided by the Chamber.
- g) City Fire Department resources as deemed necessary and available by the City, including:
  - i. City Fire Department and EMS staffing presence at the Event and located at an event command post;
  - ii. Ambulance and EMS staffing located at the Event;
  - iii. Ride and game inspection prior to the start of the Event; and
  - iv. EMS gator to be used by City staff.
- h) City Parks and Recreation Department resources as deemed necessary and available by the City, including debris clean up at the City Park at the conclusion of the Event.
- i) City Police Department resources as deemed necessary and available by the City, including:
  - i. Patrol presence on the grounds of the Event, Event Parades, AMP, and City Park;
  - ii. Command post established for public safety personnel and monitoring of the Event;
  - iii. Officer escort for Chamber staff when making cash deposit during the Event and for night drops, which night drops shall require a police officer and cruiser escort to a bank; and
  - iv. Police cruiser to lead Event Parades.
- j) City Public Works Department resources as deemed necessary and available by the City, including:
  - i. Road barricades for Event Parades;
  - ii. Street sweeping of the City Streets used for Event Parades;
  - iii. Traffic cones, barricades, and road closure signs demarcating the Event Parade routes;
  - iv. Stop signs at the Event site as required by the City;
  - v. Traffic control design assistance for the Event Parades; and

- vi. Temporary posts and barrier ropes around the safety zone for the Event firework display area.
- k) City Municipal Utility Department resources as deemed necessary and available by the City, including temporary water meter installations at a maximum of six locations for the Event.
5. **Liability of City:** The City shall not be liable for any damage, loss or injury to the person, property or effects of Chamber or any vendor, agent, servant, employee, patron or participant in the Event or Event Parades on, in or about the Event Property during the Event or Event Parades activities other than through the negligence attributed to the City. To the fullest extent permitted by law, the Chamber shall defend, hold harmless and indemnify the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by the Chamber, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, the Chamber shall not be required to indemnify the City from the consequences of the City's own negligence.
6. **Insurance:** The Chamber shall carry and maintain during the entire term hereof at Chamber's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). City shall be named as an additional insured on said policy. The Chamber shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of Event and Event Parades. The Chamber shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.
7. **Completeness of Agreement and Modification:** This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
8. **Certification of Authority:** The undersigned certify that the persons executing this agreement on behalf of the City and the Chamber have legal authority to enter into this agreement on behalf of the City and the Chamber respectively and have full authority to bind the City and the Chamber in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

By: \_\_\_\_\_  
Mark E. Holm, Mayor

Ankeny Area Chamber of Commerce

By: Melisa Cox  
Melisa Cox, President/CEO

Attest:

By: \_\_\_\_\_  
Michelle Yuska, City Clerk

Date: August 28, 2023  
To: Mayor and City Council  
Subject: SummerFest 2023

### Background

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny SummerFest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a SummerFest Policy. The policy provided that as long as this special community festival is administered by the Ankeny Area Chamber of Commerce, the City will continue providing an annual subsidy within its fiscal means. The policy capped the maximum City contribution of in-kind services at \$50,000 annually to be paid from the hotel/motel tax fund. The maximum contribution has been adjusted approximately 5% annually and is approved in the hotel/motel tax fund budget.

### Financial and Operational Impacts

The table below represents the history of the City's SummerFest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

|                 |              |                       |              |
|-----------------|--------------|-----------------------|--------------|
| SummerFest 2011 | \$ 41,768.11 | SummerFest 2017       | \$ 58,742.52 |
| SummerFest 2012 | 49,595.20    | SummerFest 2018       | 58,657.37    |
| SummerFest 2013 | 61,251.89    | SummerFest 2019       | 59,180.95    |
| SummerFest 2014 | 47,392.21    | Celebrate Ankeny 2021 | 12,838.13    |
| SummerFest 2015 | 46,918.98    | SummerFest 2022       | 54,630.06    |
| SummerFest 2016 | 45,615.81    | SummerFest 2023       | 38,988.49    |

The table below represents the departmental costs related to SummerFest 2023:

| Department       | Personnel Costs<br>Regular | Personnel Costs<br>Overtime | Miscellaneous<br>Costs | Total        |
|------------------|----------------------------|-----------------------------|------------------------|--------------|
| Fire             | \$ 1,483.03                | \$ 2,747.47                 | \$ 323.15              | \$ 4,553.65  |
| Park Maintenance | 899.94                     | 743.60                      | 1,258.44               | 2,901.98     |
| Police           | 988.25                     | 19,470.92                   | -                      | 20,459.17    |
| Public Works     | 885.25                     | 4,791.60                    | 3,362.66               | 9,039.51     |
| Water            | 77.88                      | 790.04                      | 251.13                 | 1,119.05     |
| Wastewater       | -                          | 646.88                      | 268.25                 | 915.13       |
| Total            | \$ 4,334.35                | \$ 29,190.51                | \$ 5,463.63            | \$ 38,988.49 |

The FY 2024 budgeted commitment to SummerFest 2023 is \$71,000. The actual departmental costs of \$38,988.49 are \$32,011.51 below budget. These costs will be paid from the hotel/motel tax fund. The relocation of SummerFest to The District at Prairie Trail in 2022 and further improvements and familiarity with the site in 2023 showed a further reduction in in-kind services, primarily in the park maintenance, police and public works

departments. It is anticipated that the FY 2025 budget allocation to SummerFest 2024 will be reduced to reflect the actual cost of the event over the past couple of years.

### **Conclusion**

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with SummerFest 2023. It also demonstrates the City's commitment to SummerFest and provides valuable information to the Ankeny Area Chamber of Commerce.





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:  
Provide Regional Leadership

---

ACTION REQUESTED:  
Motion

---

LEGAL:  
No Review Required

---

SUBJECT:

Consider motion authorizing the Mayor to sign a letter of support for a grant application by Polk County for enhancing regional residential weatherization programs through the U.S. Environmental Protection Agency's Climate Pollution Reduction Grant program.

---

EXECUTIVE SUMMARY:

Polk County will be applying for funding through the U.S. Environmental Protection Agency's (US EPA) Climate Pollution Reduction Grant (CPRG) program. Due to the competitiveness of the grant funding, Polk County is requesting the City of Ankeny to provide a letter of support for their application.

Providing a letter of support for Polk County does not financially obligate the City for any part of the funding or improvement costs that may be outlined by Polk County's application for funding.

In August 2023, Polk County accepted a planning grant award through the US EPA CPRG program to create a priority climate action plan (PCAP). Polk County's PCAP is a regional plan consisting of action-ready priorities to support investment in regional policies, practices, and technologies that details ways to reduce pollutant emissions, create high-quality jobs, spur economic growth, and enhance the quality of life in central Iowa.

On March 1, 2024, the Polk County Public Works Department notified eligible government entities, of which the City of Ankeny is such, about their eligibility to apply for Phase II CPRG implementation grants. Polk County will be submitting an application to implement the following strategies for their proposed residential energy efficiency and capacity program:

- Expand upon existing energy audit and weatherization programs
- Fund energy auditor and contractor training and certification programs
- Conduct neighborhood assessments of Low-Income and Disadvantaged Communities and plant diverse native trees and shrubs to sequester carbon and reduce heat island effects
- Partner with workforce organizations and institutions of higher learning on training programs for energy audits and follow-up services

The program will be available to residents of the following central Iowa counties: Dallas, Guthrie, Jasper, Madison, Polk, Story, and Warren with a focus on low-income and disadvantaged households. If awarded, Polk County estimates that in addition to the energy savings and carbon sequestration outcomes, approximately 1,674 additional households could be audited and weatherized and more than 35,000 native trees and shrubs would be planted.

---

**FISCAL IMPACT: No**

Approval of this item does not result in a financial impact for the City of Ankeny.

---

**CITY MANAGER'S RECOMMENDATIONS:**

The City Manager recommends approval of this item as presented.

---

**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

---

**PUBLIC OUTREACH EFFORTS:**

---

**ACTION REQUESTED:**

---

**ADDITIONAL INFORMATION:**

---

**ATTACHMENTS:**

|                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                                     |
|  <a href="#">Letter of Support</a> |



March 18, 2024

Polk County Public Works  
5885 NE 14th Street  
Des Moines, Iowa 50313

Re: *Letter of Support – US EPA's Carbon Pollution Reduction Grant*

Dear Polk County Public Works staff:

This letter is written in support of Polk County, Iowa's application for implementation funding through Phase II of the US EPA's Carbon Pollution Reduction Grant (CPRG). The proposed implementation strategy by Polk County will support Central Iowa's broader regional climate action goals as well as support the surrounding region by:

- Expanding upon existing energy audit and weatherization programs;
- Fund energy auditor and contractor training and certification programs;
- Conduct neighborhood assessments of Low-Income and Disadvantaged Communities and plant diverse native trees and shrubs to sequester carbon and reduce heat island effects; and
- Partner with workforce organizations and institutions of higher learning on training programs for energy audits and follow-up services.

Central Iowa's Priority Climate Action Plan, submitted to the US EPA on March 1, 2024, shows low-income residential housing requires unprecedented investments to reduce emissions, maintain affordability for low and fixed-income households, and enhance the efficiency and resiliency of homes, neighborhoods, and communities. Polk County's proposal provides action-ready strategies to accelerate the pace of assistance provided to low-income households across Central Iowa, as well as ensure capacity to do so, through existing agency programs.

The City of Ankeny appreciates Polk County's holistic approach to this proposal, and supports Polk County's application to CPRG Phase II on behalf of Central Iowa.

Sincerely,

Mark E. Holm  
Mayor



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-53

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

**Action:** <span>Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-53.</span>

ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
5 : 30 PM

Mark Holm, Mayor  
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

---

ACTION REQUESTED:

Motion

---

LEGAL:

---

SUBJECT:

Cultural Arts Board:

Appointments to the Cultural Arts Board as follows:

- Samuel Malaskin – appointment effective 3/18/2024 - 4/30/2028
- Aaron Thacker - reappointment effective 5/01/2024 - 4/30/2028

---

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendation he is making for appointments to the Cultural Arts Board.

---

FISCAL IMPACT: **No**

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CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):



---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

**Action:** Consider motion to approve appointments to the Cultural Arts Board as presented.

---

ADDITIONAL INFORMATION:

---

ATTACHMENTS:

|                                   |
|-----------------------------------|
| <a href="#">Click to download</a> |
| No Attachments Available          |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:  
Provide Regional Leadership

---

ACTION REQUESTED:  
Resolution

---

LEGAL:  
No Review Required

---

SUBJECT:  
CIWW: Central Iowa Water Works (CIWW) Appointments

---

EXECUTIVE SUMMARY:  
On January 2, 2024 the City Council approved the 28E/F Agreement to become a founding member agency for the newly constituted Central Iowa Water Works (CIWW). As the agency is forming, representatives from participating agencies are required to be designated by each respective governing board, including subcommittees.

According to the 28E/F Agreement, the Mayor is to select appointees to represent the city. These appointments are subject to the approval of the City Council.

1. Long Range Planning and Capital Improvements Committee
  - Primary - Don Clark, Municipal Utilities Director

- Alternate - Shawn Buckner, Utilities Superintendent - Water

## 2. Technical Committee

- Primary - Don Clark, Municipal Utilities Director
- Alternate - Shawn Buckner, Utilities Superintendent - Water

---

### FISCAL IMPACT: **No**

None

---

### CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

---

### PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Resolution 2023-409; Resolution 2024-012; Resolution 2024-067.

---

### PUBLIC OUTREACH EFFORTS:

---

### ACTION REQUESTED:

**Action:** Consider a motion to adopt RESOLUTION appointing Don Clark as the primary representative, and Shawn Buckner as an alternative representative to the CIWW Long Range Planning and Capital Improvements Committee; and CIWW the Technical Committee.

---

### ADDITIONAL INFORMATION:

---

### ATTACHMENTS:

|                                                                                                                |
|----------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                              |
|  <a href="#">Resolution</a> |

**RESOLUTION 2024-**

**A RESOLUTION APPOINTING ANKENY’S REPRESENTATIVES TO THE  
CENTRAL IOWA WATER WORKS**

---

**WHEREAS**, the City Council of the City of Ankeny, Iowa on January 2, 2024 approved the 28E/F Agreement authorizing Ankeny to enter into a multi-agency for the as a founding agency of the Central Iowa Water Works (CIWW); and

**WHEREAS**, membership to the CIWW requires the appointment of certain committee members and alternates by the Mayor, subject to approval by the City Council; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ankeny, Iowa, that the following should be and are hereby designated and appointed as the City of Ankeny’s representatives to the CIWW Long Range Planning and Capital Improvements Committee, and the CIWW Technical Committee, to serve at the pleasure of the City Council.

Long Range Planning and Capital Improvements Committee:

Primary Representative: Don Clark

Alternate Representative: Shawn Buckner

Technical Committee:

Primary Representative: Don Clark

Alternate Representative: Shawn Buckner

**DATED** this 18th day of March, 2024.

---

Mark E. Holm, Mayor

ATTEST:

---

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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 2165: 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 7 percent and service availability charges by 4 percent, effective April 1, 2024.

The increase is needed to fund the 6 percent rate increase from Des Moines Water Works for the purchase of water and for projects planned in the 2024 Capital Improvement Program.

---

FISCAL IMPACT: **Yes**  
Below is the fiscal impact of the proposed utility rate changes:

|             | <b>FY 2024</b>    | <b>FY 2025</b>    | <b>\$ Change</b> | <b>% Change</b> |
|-------------|-------------------|-------------------|------------------|-----------------|
| Solid Waste | \$ 61.68          | \$ 62.16          | \$ 0.48          | 0.78%           |
| Water       | 448.51            | 476.36            | 27.85            | 6.21%           |
| Sewer       | 519.96            | 519.96            | -                | 0.00%           |
| Storm Water | 78.00             | 90.00             | 12.00            | 15.38%          |
|             | <b>\$1,108.15</b> | <b>\$1,148.48</b> | <b>\$ 40.33</b>  | <b>3.64%</b>    |

This assumes a residential customer with a 5/8" meter using 4,000 gallons of water per month and 1 ERU for storm water purposes. The customer will see an increase of \$40.33 or 3.64% in their utility bill for FY 2025.

---

#### 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 26, 2024 Budget Workshop.

---

#### PUBLIC OUTREACH EFFORTS:

---

#### ACTION REQUESTED:

**Action:** Consider motion to accept second consideration of ORDINANCE 2165.

**Action:** <span>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 2165, sending it on its final passage and publication as required by law.</span>

---

#### ADDITIONAL INFORMATION:

---

#### ATTACHMENTS:

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                             |
|  <a href="#">Ordinance</a> |



## ORDINANCE 2165

### 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, 2024 and the following adopted in lieu thereof:

#### **92.04 RATES FOR SERVICE.**

1. For bills due and payable on or after April 1, 2024, 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           | \$ 7.94     | \$ 2.19 | \$ 10.13    |
| 3/4"   | 1.5         | \$ 11.91    | \$ 2.19 | \$ 14.10    |
| 1"     | 2.5         | \$ 19.86    | \$ 2.19 | \$ 22.05    |
| 1 1/2" | 5           | \$ 39.70    | \$ 2.19 | \$ 41.89    |
| 2"     | 8           | \$ 63.53    | \$ 2.19 | \$ 65.72    |
| 3"     | 17.5        | \$ 138.96   | \$ 2.19 | \$ 141.15   |
| 4"     | 50          | \$ 397.02   | \$ 2.19 | \$ 399.21   |
| 6"     | 100         | \$ 794.05   | \$ 2.19 | \$ 796.24   |
| 8"     | 175         | \$ 1,389.59 | \$ 2.19 | \$ 1,391.78 |

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, \$6.83 per 1,000 gallons, plus
- (2) For all gallons used in excess of 5,000 gallons, \$9.58 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 18<sup>th</sup> day of March, 2024.

ATTEST:

\_\_\_\_\_  
Mark E. Holm, Mayor

\_\_\_\_\_  
Michelle Yuska, City Clerk

**PUBLISHED IN THE  
DES MOINES REGISTER  
ON THE 22<sup>ND</sup> DAY OF MARCH, 2024**

**1<sup>st</sup> Con 03/04/24  
2<sup>nd</sup> Con 03/18/24  
3<sup>rd</sup> Con 03/18/24**



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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:

Upgrade Essential Infrastructure

---

ACTION REQUESTED:

Resolution

---

LEGAL:

Item Reviewed by Legal Counsel

---

SUBJECT:

Proposed SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal (PH 2024-18)

---

EXECUTIVE SUMMARY:

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, fiber test stations, and ATC 48 VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

The bid opening for this project was held on Tuesday, March 12, 2024. Three (3) bids were received as follows:

1. Iowa Signal Inc. \$292,765.70
2. Kline Electric, Inc, dba Heartland Underground Solutions \$237,253.30
3. Van Maanen Electric, Inc. \$275,122.20

The Engineer's Estimate for the project was \$438,470.00. The bids ranged from approximately 45% to 34% below the estimate. Heartland Underground Solutions is presently the traffic signal and fiber optic infrastructure subcontractor for the City's SE Delaware Avenue & SE 54th Street Traffic Signal project, and has the technical ability to complete this work. The The Public Works Department and the design engineering firm, Bolton & Menk, recommend awarding the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project to Heartland Underground Solutions of Des Moines, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 15, 2024. The Contractor will be required to substantially complete all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching no later than September 15, 2024.

The schedule for the remaining work, to complete the traffic signal installation, is dependent on delivery of materials furnished by the City. Upon deliver, the Contractor will be allowed twenty (20) working days from a mutually-agreed start date to substantially complete the fully-operational traffic signal installation. Ten (10 ) additional working days are allowed for full completion, including site restoration and punchlist items (if any).

Traffic will be maintained on both SE Corporate Woods Drive and SE Crosswinds Drive, with little impact expected to the public.

---

**FISCAL IMPACT: No**

This project is included in the current Capital Improvement Program with construction scheduled for 2024.

---

**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 (\$438,470.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal.
3. Receive and file the report of bids received on March 12, 2024.

4. Approve Resolution, making award of construction contract to Kline Electric, Inc. dba Heartland Underground Solutions of Des Moines, Iowa.

5. Approve Resolution, approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30.

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 19, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as March 12, 2024, and setting the public hearing date as March 18, 2024.

March 15, 2021: The City Council approved a development agreement with Crosswinds Business Park Building I LLC for the future installation of a traffic signal at the subject intersection.

---

PUBLIC OUTREACH EFFORTS:

---

ACTION REQUESTED:

**Action:** Consider motion to adopt 1)&nbsp;**RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$438,470.00; 2) receive and file report of bids received March 12, 2024; 3) adopt&nbsp;**RESOLUTION** making award of construction contract with Kline Electric, Inc. dba Heartland Underground Solutions in the amount of \$237,253.30; and 4) adopt&nbsp;**RESOLUTION** approving contract and bonds with Kline Electric, Inc. dba Heartland Underground Solutions&nbsp;in the amount of \$237,253.30.

---

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 SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 SE  
CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE  
TRAFFIC SIGNAL

WHEREAS, on the **19<sup>th</sup>** day of **February**, 2024, 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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal; and

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

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

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



PASSED AND APPROVED this 18th day of March, 2024.

---

Mayor

ATTEST:

---

City Clerk

**BID LETTING**

**10:30 A.M.**

**MARCH 12, 2024**

**SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL**

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project in accordance with the Plans and Specifications prepared by Bolton & Menk.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 438,470<sup>00</sup>

| Bid<br>Bond<br>(10%) | Bidder/Address                                                                                     | Bid Amount            | Addenda (one)<br>Acknowledged |
|----------------------|----------------------------------------------------------------------------------------------------|-----------------------|-------------------------------|
| 1) ✓                 | Iowa Signal Inc<br>3711 SE Capitol Circle<br>Grimes IA 50111                                       | 292,765 <sup>70</sup> | ✓                             |
| * 2) ✓               | Kline Electric, Inc.<br>DBA Heartland Underground solutions<br>6355 NE 14th St Des Moines IA 50313 | 237,253 <sup>30</sup> | ✓                             |
| 3) ✓                 | Van Maanen Electric Inc<br>500 Iowa Speedway Dr<br>Newton IA 50208                                 | 275,122 <sup>20</sup> | ✓                             |
| 4) _____             | _____                                                                                              | _____                 | _____                         |
| 5) _____             | _____                                                                                              | _____                 | _____                         |
| 6) _____             | _____                                                                                              | _____                 | _____                         |

\*Apparent Low Bidder

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

\*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 18, 2024 at 5:30 P.M.

ATTEST:

  
Michelle Yuska, City Clerk

  
Mark Mueller, Public Works Director

## TABULATION OF BIDS

SE CORPORATE WOODS DR & SE CROSSWINDS DR  
CITY OF ANKENY  
Ankeny Public Services Building  
BMI PROJECT NO. 0T4131019



March 12th, 2024 @ 10:30 AM

| Item No.                                | Description                                              | Unit | Quantity | Engineer's Estimate<br>Bolton & Menk, Inc. |              | Iowa Signal<br>Grimes |              | Kline Electric<br>Des Moines |              | Van Maanen<br>Newton |              |
|-----------------------------------------|----------------------------------------------------------|------|----------|--------------------------------------------|--------------|-----------------------|--------------|------------------------------|--------------|----------------------|--------------|
|                                         |                                                          |      |          | Unit Price                                 | Amount       | Unit Price            | Amount       | Unit Price                   | Amount       | Unit Price           | Amount       |
| 1                                       | REMOVAL OF SIDEWALK                                      | SY   | 70       | \$30.00                                    | \$2,100.00   | \$15.00               | \$1,050.00   | \$16.25                      | \$1,137.50   | \$16.50              | \$1,155.00   |
| 2                                       | SIDEWALK, PCC, 6"                                        | SY   | 69       | \$125.00                                   | \$8,625.00   | \$75.00               | \$5,175.00   | \$80.25                      | \$5,537.25   | \$80.25              | \$5,537.25   |
| 3                                       | DETECTABLE WARNING                                       | SF   | 42       | \$50.00                                    | \$2,100.00   | \$50.00               | \$2,100.00   | \$53.50                      | \$2,247.00   | \$53.50              | \$2,247.00   |
| 4                                       | FULL DEPTH PATCHES                                       | SY   | 15       | \$300.00                                   | \$4,500.00   | \$175.00              | \$2,625.00   | \$187.25                     | \$2,808.75   | \$187.25             | \$2,808.75   |
| 5                                       | TRAFFIC SIGNAL                                           | LS   | 1        | \$225,000.00                               | \$225,000.00 | \$190,092.70          | \$190,092.70 | \$142,447.00                 | \$142,447.00 | \$148,400.00         | \$148,400.00 |
| 6                                       | PAINTED PAVEMENT MARKINGS, DURABLE, W/ GROOVING          | STA  | 20       | \$300.00                                   | \$6,000.00   | \$470.00              | \$9,400.00   | \$502.00                     | \$10,040.00  | \$642.00             | \$12,840.00  |
| 7                                       | TEMPORARY TRAFFIC CONTROL                                | LS   | 1        | \$5,000.00                                 | \$5,000.00   | \$5,400.00            | \$5,400.00   | \$3,800.00                   | \$3,800.00   | \$9,523.00           | \$9,523.00   |
| 8                                       | PORTABLE DYNAMIC MESSAGE BOARD (PDMS)                    | DAY  | 10       | \$250.00                                   | \$2,500.00   | \$200.00              | \$2,000.00   | \$160.00                     | \$1,600.00   | \$267.50             | \$2,675.00   |
| 9                                       | CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING | SF   | 4000     | \$0.75                                     | \$3,000.00   | \$0.50                | \$2,000.00   | \$0.40                       | \$1,600.00   | \$0.86               | \$3,440.00   |
| 10                                      | 2" HDPE CONDUIT, PUSHED OR TRENCHED                      | LF   | 3385     | \$35.00                                    | \$118,475.00 | \$9.00                | \$30,465.00  | \$9.00                       | \$30,465.00  | \$11.00              | \$37,235.00  |
| 11                                      | 24 SINGLE-MODE FIBER OPTIC CABLE, INSTALL                | LF   | 150      | \$3.00                                     | \$450.00     | \$3.00                | \$450.00     | \$4.85                       | \$727.50     | \$2.13               | \$319.50     |
| 12                                      | 96 SINGLE-MODE FIBER OPTIC CABLE, INSTALL                | LF   | 4530     | \$3.00                                     | \$13,590.00  | \$3.00                | \$13,590.00  | \$1.60                       | \$7,248.00   | \$2.13               | \$9,648.90   |
| 13                                      | FIBER OPTIC TERMINATION                                  | EA   | 24       | \$175.00                                   | \$4,200.00   | \$75.00               | \$1,800.00   | \$56.10                      | \$1,346.40   | \$38.20              | \$916.80     |
| 14                                      | FIBER OPTIC LC TERMINATION PANEL                         | EA   | 2        | \$600.00                                   | \$1,200.00   | \$225.00              | \$450.00     | \$225.00                     | \$450.00     | \$275.00             | \$550.00     |
| 15                                      | CORNING SPH-0P W/ DIN RAIL MOUNTING KIT SPH-01P          | EA   | 1        | \$200.00                                   | \$200.00     | \$190.00              | \$190.00     | \$585.00                     | \$585.00     | \$265.00             | \$265.00     |
| 16                                      | FIBER OPTIC SPLICE ENCLOSURE                             | EA   | 2        | \$950.00                                   | \$1,900.00   | \$675.00              | \$1,350.00   | \$1,195.00                   | \$2,390.00   | \$2,534.00           | \$5,068.00   |
| 17                                      | FIBER OPTIC SPLICE                                       | EA   | 102      | \$65.00                                    | \$6,630.00   | \$55.00               | \$5,610.00   | \$34.45                      | \$3,513.90   | \$89.00              | \$9,078.00   |
| 18                                      | FIBER OPTIC TEST STATION, INSTALL                        | EA   | 2        | \$500.00                                   | \$1,000.00   | \$500.00              | \$1,000.00   | \$205.00                     | \$410.00     | \$225.00             | \$450.00     |
| 19                                      | HANDHOLE, HDPE, TYPE V (2442HD5)                         | EA   | 3        | \$2,000.00                                 | \$6,000.00   | \$1,177.00            | \$3,531.00   | \$1,945.00                   | \$5,835.00   | \$1,800.00           | \$5,400.00   |
| 20                                      | HANDHOLE, HDPE, TYPE V (3642HD5)                         | EA   | 3        | \$2,000.00                                 | \$6,000.00   | \$2,413.00            | \$7,239.00   | \$3,355.00                   | \$10,065.00  | \$2,655.00           | \$7,965.00   |
| 21                                      | RAILROAD PROTECTIVE LIABILITY INSURANCE                  | EA   | 2        | \$10,000.00                                | \$20,000.00  | \$3,624.00            | \$7,248.00   | \$1,500.00                   | \$3,000.00   | \$4,800.00           | \$9,600.00   |
| 22                                      |                                                          |      |          |                                            |              |                       |              |                              |              |                      |              |
| TOTAL BASE BID                          |                                                          |      |          |                                            | \$438,470.00 |                       | \$292,765.70 |                              | \$237,253.30 |                      | \$275,122.20 |
| TOTAL BASE BID PLUS ALTERNATE BID PRICE |                                                          |      |          |                                            | \$438,470.00 |                       | \$292,765.70 |                              | \$237,253.30 |                      | \$275,122.20 |

12-Mar-24   Denotes math error on proposal  
H:\ANKENY\_CI\_IA\0T4131019\3\_Design\A\_Calculations\[BQM2BID (SUDAS 2021) R1-3.xlsm]BID TAB

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 \_\_\_\_\_, 2024, 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 SE CORPORATE WOODS DRIVE & SE  
CROSSWINDS DRIVE TRAFFIC SIGNAL**

**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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal, described in the plans and specifications heretofore adopted by this Council on March 18, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

|                     |                                                                     |    |                         |
|---------------------|---------------------------------------------------------------------|----|-------------------------|
| Contractor:         | <u>Kline Electric, Inc. dba Heartland<br/>Underground Solutions</u> | of | <u>Des Moines, Iowa</u> |
| Amount of bid:      | <u>\$237,253.30</u>                                                 |    |                         |
| Portion of project: | <u>All construction work</u>                                        |    |                         |

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

PASSED AND APPROVED this 18th day of March, 2024.

---

Mayor

ATTEST:

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City Clerk



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL", 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 SE CORPORATE WOODS DRIVE & SE  
CROSSWINDS DRIVE TRAFFIC SIGNAL

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 SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal, 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:         | <u>Kline Electric Inc. dba Heartland<br/>Underground Solutions</u> | of | <u>Des Moines, Iowa</u> |
| Amount of bid:      | <u>\$237,253.30</u>                                                |    |                         |
| Bond surety:        | _____                                                              |    |                         |
| Date of bond:       | _____                                                              |    |                         |
| Portion of project: | <u>All construction work</u>                                       |    |                         |

PASSED AND APPROVED this **18<sup>th</sup>** day of **March**, 2024.

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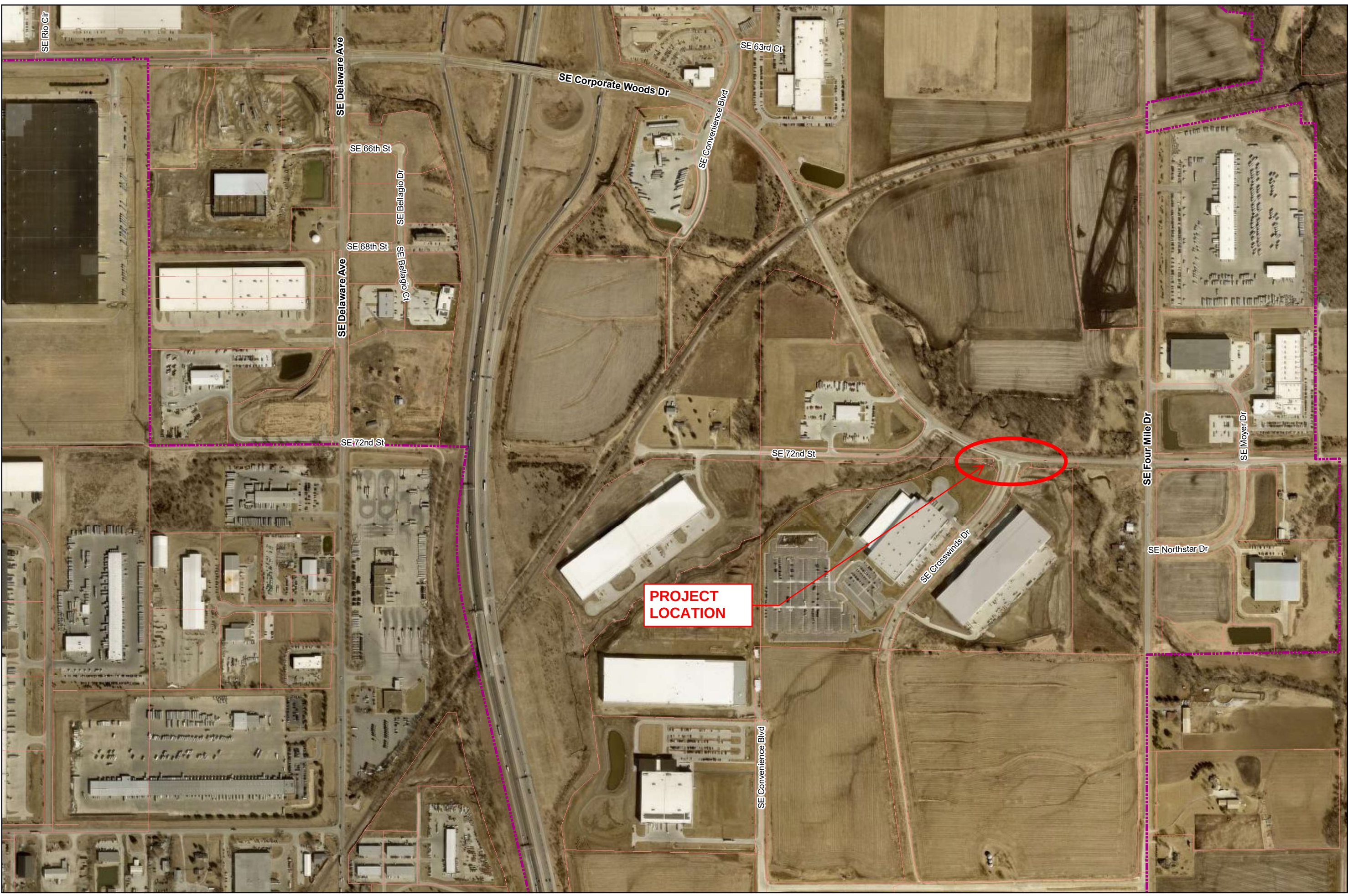
Mayor

ATTEST:

---

City Clerk







## CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 14th day of March, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Kline Electric, Inc. DBA Heartland Underground Solutions**, 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:

### SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, and ATC 48 VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of two hundred thirty seven thousand two hundred fifty-three and thirty cents DOLLARS (\$ 237,253.30 ), 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:

### Completion of Work

The Project is generally separated into two Sites of work identified as Site "A" and Site "B". Site "A" work is generally described as all PCC construction and foundations, and all underground fiber optic and traffic signal infrastructure completed. Site "B" work is generally described as the installation of City-furnished traffic signal materials and associated work.

**Site "A" work shall begin no earlier than July 15, 2024 and shall be substantially completed by September 15, 2024.** Substantially complete shall be defined as all sidewalk removals, sidewalk installation, fiber optic and traffic signal conduit and handholes installed, fiber optic cable installed (except splices and terminations), traffic signal pole and cabinet foundations completed, and PCC patching completed; removal of all associated traffic control; and all traffic lanes are fully open to pre-project conditions. Should the Contractor fail to substantially complete the Site "A" work by September 15, 2024, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

**Site "B" work shall be substantially completed within twenty (20) working days from a mutually agreed-upon start date pending City-furnished traffic signal material delivery dates.** Substantially complete shall be defined as all traffic signal construction completed, pavement markings installed, fiber optic terminations satisfactorily tested, and the new traffic signal fully operational. Should the Contractor fail to substantially complete the Site "B" work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) working days after the overall project has been substantially completed as previously noted in this section. Fully complete shall be defined as all surface restoration being completed, all punchlist items addressed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the overall work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 \_\_\_\_\_

Mark E. Holm, Mayor

(Seal)

ATTEST:

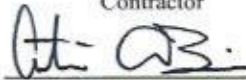
\_\_\_\_\_  
Michelle Yuska, City Clerk

**CONTRACTOR:**

Kline Electric, Inc. DBA Heartland  
Underground Solutions

Contractor

By



Signature

Project Manager

Title

6355 NE 14th St

Street Address

Des Moines, IA 50313

City, State, Zip Code

515-454-0513

Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number C O 9 1 6 - 1 2 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

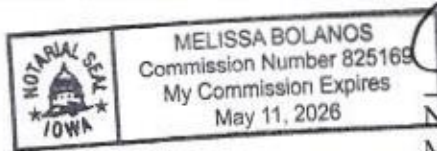
1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.



INDIVIDUAL ACKNOWLEDGMENT

State of Iowa )  
 ) SS  
Polk County)

On this 14th day of March, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Austin O'Brien and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.



Melissa B.  
Notary Public in and for the State of Iowa  
My commission expires May 11, 2024

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

## PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**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   |
|------------------------------------|----------------------------------------------------------|------|-------|---------------|---------------|
| <b>STREETS &amp; RELATED WORK</b>  |                                                          |      |       |               |               |
| 1                                  | Removal of Sidewalk                                      | SY   | 70    | \$ 16.25      | \$ 1,137.50   |
| 2                                  | Sidewalk, PCC, 6" Depth                                  | SY   | 69    | \$ 80.25      | \$ 5,537.25   |
| 3                                  | Detectable Warning                                       | SF   | 42    | \$ 53.50      | \$ 2,247.00   |
| 4                                  | Full Depth Patches                                       | SY   | 15    | \$ 187.25     | \$ 2,808.75   |
| <b>TRAFFIC</b>                     |                                                          |      |       |               |               |
| 5                                  | Traffic Signal                                           | LS   | 1     | \$ 142,447.00 | \$ 142,447.00 |
| 6                                  | Painted Pavement Markings, Durable, W/Grooving           | STA  | 20    | \$ 502.00     | \$ 10,040.00  |
| 7                                  | Temporary Traffic Control                                | LS   | 1     | \$ 3,800.00   | \$ 3,800.00   |
| 8                                  | Portable Dynamic Message Board (PDMS)                    | DAY  | 10    | \$ 160.00     | \$ 1,600.00   |
| 9                                  | 2" HDPE Conduit, Pushed or Trenched                      | LF   | 3385  | \$ 9.00       | \$ 30,465.00  |
| 10                                 | 24 Single-Mode Fiber Optic Cable, Install                | LF   | 150   | \$ 4.85       | \$ 727.50     |
| 11                                 | 96 Single-Mode Fiber Optic Cable, Install                | LF   | 4530  | \$ 1.60       | \$ 7,248.00   |
| 12                                 | Fiber Optic Termination                                  | EA   | 24    | \$ 56.10      | \$ 1,346.00   |
| 13                                 | Fiber Optic LC Termination Panel                         | EA   | 2     | \$ 225.00     | \$ 450.00     |
| 14                                 | Corning SPH-0P w/ Din Rail Mounting Kit SPH-01P          | EA   | 1     | \$ 585.00     | \$ 585.00     |
| 15                                 | Fiber Optic Splice Enclosure                             | EA   | 2     | \$ 1,195.00   | \$ 2,390.00   |
| 16                                 | Fiber Optic Splice                                       | EA   | 102   | \$ 34.45      | \$ 3,513.90   |
| 17                                 | Fiber Optic Test Station, Install                        | EA   | 2     | \$ 205.00     | \$ 410.00     |
| 18                                 | Handhole, HDPE, Type V (2442HD5)                         | EA   | 3     | \$ 1,945.00   | \$ 5,835.00   |
| 19                                 | Handhole, HDPE, Type V (3642HD5)                         | EA   | 3     | \$ 3,355.00   | \$ 10,065.00  |
| 20                                 | Railroad Protective Liability Insurance                  | EA   | 2     | \$ 1,500.00   | \$ 3,000.00   |
| <b>SITE WORK &amp; LANDSCAPING</b> |                                                          |      |       |               |               |
| 21                                 | Conventional Seeding, Seeding, Fertilizing, and Mulching | SF   | 4000  | \$ 0.40       | \$ 1,600.00   |

**TOTAL CONTRACT AMOUNT =****\$ 237,253.30**



**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Kline Electric, Inc. dba Heartland Underground Solutions, as Principal (hereinafter the "Contractor" or "Principal") and Employers Mutual Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Thirty-Seven Thousand, Two Hundred Fifty-Three and 30/100 **DOLLARS** (\$237,253.30), 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 14th day of March, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**SE CORPORATE WOODS DRIVE & SE CROSSWINDS DRIVE TRAFFIC SIGNAL**

The SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal project includes construction of a new traffic signal, ADA pedestrian ramp improvements, pavement markings, fiber optic infrastructure from SE Crosswinds Drive to SE Convenience Boulevard, permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

**The City will furnish the combination traffic signal/lighting poles (with mast arm assemblies) street name signs, fiber optic cable, and ATC 48 VDC cabinet with controller, conflict monitor, and accessories for installation by the Contractor.**

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 **two (2)** 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.



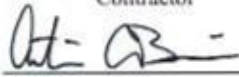
Witness our hands, in triplicate, this 14th day of March, 2024.

**PRINCIPAL:**

Kline Electric, Inc. dba Heartland  
Underground Solutions

Contractor

By



Signature

Project Manager

Title

**SURETY:**

Employers Mutual Casualty Company

Surety Company

By



Signature Attorney-in-Fact Officer

Jamie Gifford, 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.

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Lukas Schroder

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars .....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

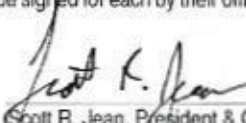
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

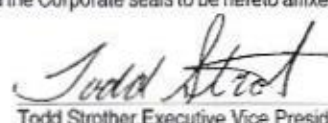
### AUTHORITY FOR POWER OF ATTORNEY

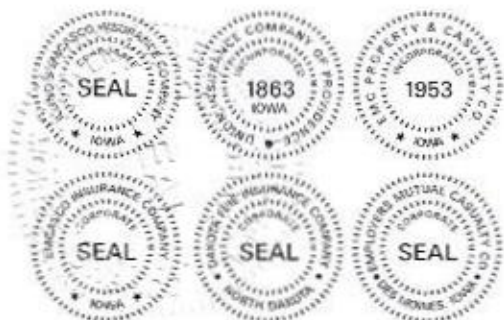
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

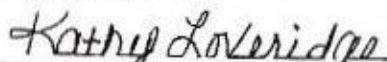
  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

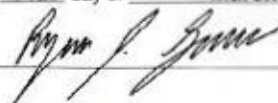
My Commission Expires October 10, 2025.

  
Kathy Loveridge  
Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of March, 2024.

  
Ryan J. Springer  
Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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).

|                                                                                                |                                                                                                                                 |                       |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>PRODUCER</b><br>Holmes Murphy & Associates<br>2727 Grand Prairie Parkway<br>Waukee IA 50263 | <b>CONTACT NAME:</b> Sarah Tritz<br><b>PHONE (A/C, No, Ext):</b> 515-223-6813<br><b>E-MAIL ADDRESS:</b> stritz@holmesmurphy.com | <b>FAX (A/C, No):</b> |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                           |                                                                                                                                 | <b>NAIC #</b>         |
| INSURER A : Union Insurance Company                                                            |                                                                                                                                 | 25844                 |
| <b>INSURED</b><br>Kline Electric, Inc.<br>6355 NE 14th Street<br>Des Moines, IA 50313          | INSURER B :                                                                                                                     |                       |
|                                                                                                | INSURER C :                                                                                                                     |                       |
|                                                                                                | INSURER D :                                                                                                                     |                       |
|                                                                                                | INSURER E :                                                                                                                     |                       |
|                                                                                                | INSURER F :                                                                                                                     |                       |

**COVERAGES****CERTIFICATE NUMBER:** 1419164763**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                              |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                          |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A      | WCA330717720  | 3/1/2024                | 3/1/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |
| A        | Contractors E&O<br>Leased/Rented Equipment<br>Installation Floater                                                                                                                                                                                                                                                                                                  |                                                                         |          | CPA330717326  | 3/1/2024                | 3/1/2025                | Limit 1,000,000<br>Limit 250,000<br>Limit 1,500,000                                                                                                                                                                                             |

**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 the General Liability, on a Primary and Non-Contributory basis, when required by written contract with the insured, per policy terms and conditions.  
Waiver of Subrogation applies in favor of additional insureds on the Workers Comp, when required by written contract with the insured, per policy terms and conditions.  
Governmental Immunity applies.

**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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL LIABILITY ULTRA PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SUMMARY OF COVERAGE EXTENSIONS**

| <b>Provision</b> | <b>Name Of Coverage Extension</b>                                                                                                         | <b>Included or Limit of Insurance</b> |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <b>A.</b>        | Miscellaneous Additional Insureds                                                                                                         | Included                              |
| <b>B.</b>        | Expected Or Intended Injury Or Damage                                                                                                     | Included                              |
| <b>C.</b>        | Knowledge Of Occurrence                                                                                                                   | Included                              |
| <b>D.</b>        | Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems) | \$300,000                             |
| <b>E.</b>        | Medical Payments                                                                                                                          | See Declarations                      |
| <b>F.</b>        | Mobile Equipment Redefined                                                                                                                | Included                              |
| <b>G.</b>        | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage                           | Included                              |
| <b>H.</b>        | Who Is An Insured – Amendment                                                                                                             | Included                              |
| <b>I.</b>        | Non-Owned Watercraft (Increased to maximum length of less than 51 feet)                                                                   | Included                              |
| <b>J.</b>        | Supplementary Payments – Increased Limits                                                                                                 |                                       |
|                  | 1. Bail Bonds                                                                                                                             | \$ 3,000                              |
|                  | 2. Loss Of Earnings                                                                                                                       | \$ 1,000                              |
| <b>K.</b>        | Unintentional Omission Or Unintentional Error In Disclosure                                                                               | Included                              |
| <b>L.</b>        | Waiver Of Transfer Of Rights Of Recovery Against Others                                                                                   | Included                              |
| <b>M.</b>        | Liberalization Clause                                                                                                                     | Included                              |
| <b>N.</b>        | Incidental Medical Malpractice                                                                                                            | Included                              |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

#### **A. MISCELLANEOUS ADDITIONAL INSURED**

- Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- The written contract or written agreement is:
  - Currently in effect or becoming effective during the term of this policy; and
  - Fully executed by you and the additional insured prior to the "bodily



injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

**(1) Persons or Organizations For Whom Operations Are Performed**

- (a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph (a) above.
- (c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (i) Your acts or omissions; or
  - (ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**(2) Managers Or Lessors Of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(3) Mortgagee, Assignee Or Receiver**

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(4) Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(5) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

- (ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

- (b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

#### **(7) Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

#### **(8) Co-Owner Of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

#### **(9) Vendors**

- (a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (ii) Any express warranty unauthorized by you;

- (iii) Any physical or chemical change in the product made intentionally by the vendor;

- (iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

- (1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

- b. The insurance afforded to such additional insured only applies to the extent permitted by law.

- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

## **B. EXPECTED OR INTENDED INJURY OR DAMAGE**

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

### **a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **C. KNOWLEDGE OF OCCURRENCE**

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company; or

- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and

- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

## **D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)**

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

- 1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or

- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

## **E. MEDICAL PAYMENTS**

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

## **F. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

## **G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE**

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;

- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

#### H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

#### I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

**Section I – Supplementary Payments – Coverages A And B** is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

#### K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

#### L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the



person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

#### **M. LIBERALIZATION CLAUSE**

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

#### **N. INCIDENTAL MEDICAL MALPRACTICE**

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOVERNMENTAL ENTITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Schedule**

Municipality: The City of Ankeny

Mailing Address: Ankeny IA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part listed above:

#### **A. ADDITIONAL INSURED PROVISION**

The Municipality shown in the schedule, 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 included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

#### **B. GOVERNMENTAL IMMUNITIES PROVISION**

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them 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.
3. **Assertion of Government Immunity.** The municipality shown in the Schedule 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. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

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 municipality shown in the Schedule 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 municipality.

5. **No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### **C. CANCELLATION AND MATERIAL CHANGES PROVISION**

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024

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

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ACTION REQUESTED:

Motion

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

Westlawn Place Area Utility Improvements

Professional Services Agreement with Civil Design Advantage

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EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Civil Design Advantage for the conceptual design engineering services needed for all phases of the Westlawn Place Area Utility Improvements project.

The scope of construction for the overall Westlawn Place Area Utility Improvements project includes pavement reconstruction and utility improvements within the Westlawn Place neighborhood, which is generally bounded by SW State Street to the west, SW Des Moines Street to the east, SW Ordinance Road to the south, and West First Street to the north. The associated improvements will replace the undersized storm sewers, sanitary sewers, and water mains along with the deteriorated streets and sidewalks within this neighborhood.

It is anticipated that 16 phases over eight years (two CIP construction projects each year starting in 2026) will be necessary to complete the reconstruction of the Westlawn Place neighborhood. The preliminary and final design engineering services will be separated into different Professional Services Agreements after completion of the conceptual design in 2025.

The scope of the conceptual design engineering services for the initial Professional Services Agreement includes the following items:

- Topographic Survey / Existing Right-of-Way Establishment
- Existing Utility Information
- Geotechnical Investigation
- Stormwater Analysis
- Conceptual Construction Drawing Preparation
- Estimated Construction Costs
- Conceptual Design Coordination Meetings
- Private Utility Coordination
- Right-of-Way Needs Determination
- Conceptual Design Memorandums

The complete scope of engineering services for the conceptual design of the overall Westlawn Place neighborhood, the exhibit showing the conceptual phasing of the 16 projects over eight years, and the corresponding fees associated with the conceptual design are shown in the attached Professional Services Agreement.

Civil Design Advantage has completed the design of neighborhood utility improvement projects for the City previously, including the five phases within the Southlawn neighborhood and the three phases within the East Lawn neighborhood, and they have the technical experience, resources and capacity to complete this series of projects over the next several years. It is recommended that the City Council approve the Professional Services Agreement with Civil Design Advantage in the amount of \$454,367.00 for the conceptual design of the Westlawn Place Area Utility Improvements project.

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**FISCAL IMPACT: No**

The overall neighborhood project is included in the City's current 2024-2028 Capital Improvement Program with survey and conceptual design scheduled for 2024 and 2025.

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**CITY MANAGER'S RECOMMENDATIONS:**

Approve the Professional Services Agreement with Civil Design advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement.

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**PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):**

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

**Action:** <span>Consider motion to approve the Professional Services Agreement with Civil Design Advantage for survey and conceptual design engineering services on the Westlawn Place Area Utility Improvements&nbsp;project in an amount not to exceed \$454,367.00 and authorize the Mayor to execute said Agreement.</span>

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                             |
|-------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                           |
|  <a href="#">Agreement</a> |

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**  
**Westlawn Place Area Utility Improvements**  
**Conceptual Design Services**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of March, 2024, between the City of Ankeny, Iowa, hereinafter referred to as the “Owner”, and Civil Design Advantage hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS the Owner has decided to proceed with the conceptual design of the Westlawn Place Area Utility Improvements.

The Westlawn Place Area neighborhood has deteriorated infrastructure. This project plans to address critical street defects, provide a functional sanitary sewer system by reducing inflow and infiltration, replace an under-sized 4-inch water main, provide drainage improvements, reduce long-term maintenance issues, and address resident complaints.

The reconstruction is envisioned to be designed and constructed in numerous phases over multiple years. Final design services for all phases will be contracted separately at later dates. The project limits consist of the following (with approximate lengths):

SW State Street Frontage Road = 180’  
SW 2<sup>nd</sup> Street - Westlawn to Kline = 1530’  
SW 3<sup>rd</sup> Street – Westview to 175’ west of DM Street = 1760’  
SW 4<sup>th</sup> Street – Frontage Rd. to Westlawn = 340’  
SW Lynn Drive – Westview to Goodwin = 1210’  
Westside Park – Westlawn to basin = 445’  
SW 5<sup>th</sup> Street – Westview to Franklin = 500’  
SW Fehn Drive – Oak to Ordnance = 870’  
SW Kenworthy Drive – Westlawn to Fehn = 1605’  
Basin Outfall – Frontage Rd/4<sup>th</sup> to basin = 1000’  
SW Westlawn Drive – Kenworthy to 2<sup>nd</sup> = 2040’  
SW Westview Drive – Ordnance to 3<sup>rd</sup> = 1670’  
SW Westview Circle – Cul-de-sac to 2<sup>nd</sup> = 170’  
SW Flynn Drive – 3<sup>rd</sup> to 1<sup>st</sup> = 750’  
SW Franklin Court – Cul-de-sac to 2<sup>nd</sup> = 125’  
SW Franklin Drive – Kenworthy to Lynn = 815’  
SW Oak Lane – Kenworthy to Lynn & 3<sup>rd</sup> to 2<sup>nd</sup> = 1250’  
SW Kline Street – 3<sup>rd</sup> to 1<sup>st</sup> = 755’

WHEREAS the Owner desires to employ the Consultant to provide conceptual design engineering services in connection with the project; and



WHEREAS the Consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and represents that it is in compliance with Iowa statutes relating to the registration of Professional Engineers.

NOW THEREFORE;

The parties hereto, for consideration hereinafter set forth, mutually agree as follows:

## **I. DEFINITIONS**

Whenever in this Contract the following terms or pronouns used in their stead occur, they shall have the meaning here given:

**Owner** – the City of Ankeny, Iowa, or its authorized representative acting as liaison officer for the Owner for the purpose of coordinating and administering the work under the Contract.

**Consultant** – the firm of Civil Design Advantage, Urbandale, Iowa

**Iowa DOT** – Iowa Department of Transportation

**IDNR** – Iowa Department of Natural Resources

**Corps** – the United States Army Corps of Engineers

**EPA** – the Environmental Protection Agency

**EDA** – the Economic Development Agency

**Project Manager** – the principal project manager assigned to the project and employed by and working directly under the authority of the Consultant.

**Project Engineer** – the design engineer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager.

**Construction Observer** – the construction observer assigned to the project and employed by the Consultant, working directly under the authority of the Project Manager or Project Engineer.

## **II. GENERAL**

A. The Owner has decided to proceed with the conceptual design of the Westlawn Place Area Utility Improvements project. This Contract covers the conceptual design of the sanitary sewer, water main, storm sewer, and street paving improvements within the neighborhood. This

Contract does not include any final design or construction related services; however, these can be added by addendum.

A description of the necessary tasks to accomplish the above goals is itemized in Section III, Scope of Services.

- B. The work under this Contract shall at all times be subject to the general supervision and direction of the Owner and shall be subject to the approval of the Owner. Design and construction documents shall conform to the Owner's requirements.
- C. Obligations of the Owner to the Consultant: All existing information, including previous construction plans, record drawings, utility information, previous studies, drainage maps, drainage design support, etc. applicable to the project will be made available to the Consultant without cost.
- D. Submittal of documents: During the progress of the project design, various PDF's of the preliminary, check, and final plans for the conceptual design and other documents prepared by the Consultant will be required by the Owner. Unless specified elsewhere in this Contract, five (5) copies of conceptual plans shall be provided by the Consultant to the Owner at the final submittal.
- E. This Contract shall be subject to the Standard Fee Schedule billing rates as established in Exhibit "A" and hereby made a part of this Contract.

### **III. SCOPE OF SERVICES**

- A. General – The Consultant shall provide Basic Design Services and Additional Design Services (if required) for the design of the project in accordance with general engineering principles. The work to be performed under this Contract by the Consultant shall consist of the following Scope of Services. Additional engineering services beyond the Contract Scope of Services shall be authorized in writing by the Owner before the Consultant shall proceed. Additional fees shall be based on the hourly rates by employee classification as established in Exhibit "A" to this Contract.

## B. Basic Engineering Services

### **Design Phase Services:**

#### Task 1 – Topographic Survey/Existing Right-of-Way Establishment

The Consultant shall acquire survey data to support the conceptual designs for the project. The field survey shall include the roadway corridors as depicted within Exhibit “B”. Surface features, break lines, trees greater than 4” in diameter, utility poles, and adjacent streets shall be located for the topographic survey. LIDAR (Light Detection and Ranging) contours shall be utilized for areas outside of the roadway Rights-of-Way. Elevations on a 50-foot grid will be acquired and contours drawn to 1-foot contour grid. Utility information will be shown from field locates and mapping. The Consultant shall acquire Right-of-Way information to support the re-establishment of the existing Rights-of-Way for the roadway corridors. The Consultant shall prepare survey reference plan sheets (G sheets), including horizontal and vertical control information, to include in the overall plans.

#### Task 2 – Existing Utility Information

If available, as-built plans for area improvements shall be provided by the Owner to verify public utility locations. The Consultant shall reference as-built plans and update the base mapping, if appropriate. Actual field survey data shall be utilized where possible.

#### Task 3 – Geotechnical Investigation

The Consultant plans to utilize the services of a sub-consultant for the soils investigation and analysis for the project design. Soils investigation shall follow the scope as outlined in Exhibit “C”. Soils investigation shall be accomplished for all phases of the project to minimize mobilization charges.

#### Task 4 – Stormwater Analysis

The Consultant plans to utilize the services of a sub-consultant for the stormwater design and analysis during the conceptual design phase. Stormwater analysis shall follow the scope as outlined in Exhibit “D”.

#### Task 5–Conceptual Construction Drawing Preparation (30% complete)

The Consultant shall prepare conceptual construction drawings for street and utility improvements for all streets shown on page 1 of this contract. Conceptual plan sheet layout shall generally consist of the following:

- Title Sheet/Legend & Symbols – A Sheets
- Details and Typical Sections – B Sheets
- Street Plan & Profile Sheets – D Sheets
- Survey Reference Information – G Sheets
- Right-of-Way Sheets – H Sheets  
(Proposed Fee Title, Permanent Easements, and Temporary Construction Easements – No Station/Offset callouts)
- Storm Sewer Plan & Profile Sheets – M Sheets
- Water Main Plan & Profile Sheets – MWM Sheets
- Sanitary Sewer Plan & Profile Sheets – MSA Sheets
- Sidewalk Layout & Details – S Sheets  
(2D Layouts only, No elevations)
- Cross Sections – W Sheets

#### Task 6 – Estimated Construction Costs

The Consultant shall prepare a statement of the total estimated construction costs for the project based on the designs developed. Estimated construction costs shall be prepared for each of the 16 Phases of the conceptual design plans. The estimates shall be based on engineering judgment and do not represent a guarantee of the actual construction costs.

#### Task 7 – Meetings

The Consultant shall attend design coordination meetings during the conceptual design phase of the project. The Consultant has estimated 10 meetings during the course of conceptual design.

#### Task 8 – Private Utility Coordination

Based on the final conceptual design plans, the Consultant shall identify potential conflicts with existing private utilities and transmit plans to the appropriate utility companies.

#### Task 9 – Right-of-Way (ROW) Needs Determination

The Consultant shall determine Right-of-Way and/or Easement needs based on the conceptual design plans. This may include additional ROW to create a standard width street ROW corridor, radial ROW at specific intersections, sidewalk easements at corner lots adjacent to curb ramps, storm sewer and/or sanitary sewer easements through rear or side yards, or other. The Consultant will illustrate Right-of-Way and Easement needs on the H sheets of the final conceptual plans only. The Consultant does not anticipate preparing acquisition plats or other exhibits to show or acquire the needed ROW during the conceptual design phase.

#### Task 10 – Design Memo(s)

The Consultant shall draft up to two (2) design memos during the conceptual design process to document specific events or elements within the project limits. This may include documenting areas where new sanitary sewer pipe is being proposed within the project and how/if existing capacity is being maintained or improved, documenting rear and/or side yard sanitary sewer alignments and how/why certain alignments were maintained or revised, or documenting proposed Right-of-Way acquisitions within the project limits. Conceptual design documentation related to the new storm sewer system will be included in the master stormwater report.

#### C. Additional Services

Services other than those defined within Basic Engineering Services shall be considered “additional services” and compensated on an hourly basis at rates defined in Exhibit “A” or as negotiated. Items considered “additional services” may include, but not limited to items shown in Exhibit “E”.

### **IV. TIME OF BEGINNING AND COMPLETION**

Work under this Contract to be performed by the Consultant for the Owner shall commence immediately upon execution of this Agreement by both the Consultant and the Owner. This fully executed Agreement will authorize the Scope of Services in Section III. The intent of the Owner and the Consultant is to complete the conceptual design of the Westlawn Place Area Utility Improvements by spring 2025, begin final design for Phases 1A/1B in summer 2025, and finalize Phases 1A/1B plans/bid during fall 2025. Phases 1A/1B are targeted for construction in 2026.

Following is a general timeline for the conceptual design of the Westlawn Place Area Utility Improvements project:

| <u>Milestone</u>                   | <u>Target/Estimated Date</u> |
|------------------------------------|------------------------------|
| Notice to Proceed                  | March 2024                   |
| Design Surveys                     | April 2024                   |
| Geotechnical Investigation         | May 2024                     |
| Stormwater Report                  | August 2024                  |
| Preliminary Conceptual Plans (60%) | October 2024                 |
| Check Conceptual Plans (90%)       | Dec. 2024 – Jan. 2025        |
| Final Conceptual Plans (100%)      | April 2025                   |

The schedule is intended to be target dates for tasks identified. Consultant (or their sub-consultants) is not responsible/liable for schedule delays outside of their control, including but not limited to access to project site, unanticipated site conditions, weather, etc.

## **V. FEES AND PAYMENTS**

### **A. Fees**

The Owner shall pay the Consultant for engineering services rendered under this Contract an amount based on the Consultant's labor costs and direct labor cost burden. The Consultant-incurred reimbursable expenses will be passed through directly to the Owner. A definition of each of the above follows:

1. Labor costs – salary and wages paid to all personnel engaged directly on the project including, but not limited to: engineers, project managers, planners, surveyors, designers, CADD technicians, estimators, observers, other technical personnel, typists, and administrative staff.
2. Labor cost burden – customary and statutory benefits including, but not limited to: social security and Medicare contributions, unemployment taxes, excise and payroll taxes, workers compensation, health, pension, and retirement benefits, sick leave, vacation, and holiday pay applicable hereto.
3. Reimbursable Expenses – these costs are in addition to labor cost and labor cost burden and are those expenses necessary to fulfill the terms of this Contract. They may include transportation and incidentals, reproduction, postage, photography and printing, computer services, and miscellaneous costs. The Consultant shall submit with each monthly invoice a detailed listing of reimbursable expenses incurred.

The total engineering fee under this Contract shall be based on an hourly rate. The Owner will be furnished copies of the Consultant's subcontracts. All reimbursable expenses shall be billed as "pass-through" and are part of the maximum not-to-exceed amount (unless specifically noted).

The sum to be paid to the Consultant for tasks in Section III, Scope of Services of this Contract, shall be a maximum not-to-exceed fee of \$454,367.00 (four hundred fifty-four thousand, three hundred sixty-seven and no/100 dollars). Refer to Exhibit "G" for a task-fee breakdown by employee classification.

### **B. Payments**

Payments for the Consultant's engineering services shall be made monthly upon presentation of the Consultant's statement of services rendered on Owner's form.



Upon receipt of the invoice and review/approval by the Owner, the Owner shall promptly pay the Consultant for the engineering services rendered as indicated on the invoice. Invoices are due thirty (30) days from date of invoice.

## **VI. INSURANCE**

The Consultant shall maintain insurance to protect the Consultant from claims under Worker's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the Consultant is legally liable. Refer to Exhibit "F" for the minimum amounts and extent of such insurance.

## **VII. MISCELLANEOUS PROVISIONS**

### **A. Use of Documents**

All documents, including drawings, specifications, and electronic media prepared or furnished by the Consultant (and the Consultant's subsidiaries, independent professional associates, and sub-consultants) pursuant to this Contract shall be the property of the Owner. Such documents are intended as instruments of service, as such, these documents are not intended or represented to be suitable for use or reuse by the Owner or others to complete the project, or for extensions of the project, or on any other project without written consent of the Consultant. Any use or reuse by the Owner will be at the Owner's sole risk, and without liability or legal exposure to the Consultant or to the Consultant's subsidiaries, independent professional associates, and sub-consultants. The Owner agrees to defend, indemnify, and hold harmless the Consultant from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of such reuse or alteration by the Owner or liaisons acting through the Owner. Upon completion or other termination of this Contract, the Consultant shall deliver to the Owner machine reproducible copies of any and all materials pertaining to this Contract. For calculations, etc. on letter or legal-size sheets, the copies shall be of a type possible to reproduce on a Xerox-type copier. For maps, drawings, sketches, plans, etc. not on such letter or legal-size sheets, a photographically reproduced print shall be provided as the machine reproducible copy mentioned above. No sheets shall exceed 11"x17". The Consultant shall also provide the CAD design file in AutoCAD format upon completion of this Contract. The CAD file must be georeferenced to State-Plane Coordinates (NAD83 / Iowa South) and Sea Level Elevation (NAVD88) and contain the following information:

1. All utility pipe linework and points for structures and appurtenances, including manholes, intakes, cleanouts, aprons, hydrants, hydrant valves, mainline valves, and water shut offs (curb stops).
2. All pavement linework, including back of curb, driveways, sidewalks, trails, and shared use paths.
3. All right-of-way lines, property lines, existing easement lines, and proposed easement lines per original scope of boundary and topographic survey.
4. Streetlight poles, traffic signal poles, controller cabinets, handholes, and street trees, when applicable.

The Consultant's reuse of designs under this Contract is prohibited unless authorized by the Owner.

B. Changes in the Scope of Work

When there is a substantial change in the scope, complexity, or character of the work performed, or if the Owner requests the Consultant to alter the completion dates established, the specified fee as listed under Section V of this Contract will be reappraised. If the Consultant believes that he/she has been asked to perform work beyond the Scope of Services covered by this Contract or by a supplemental agreement hereto, he/she shall promptly notify the Owner, in writing, of his/her intention to make claim for such extra compensation. The Consultant shall not proceed with any such work until a supplemental agreement is fully executed, or written intent of said execution is provided.

C. Delays

The Consultant shall notify the Owner in writing of any unusual delay, including the reason therefore, to his/her normal progress in completing the work under this Contract, either actual or prospective, and request an appropriate extension of time. Authorization for the time extension will be at the discretion of the Owner. If completion of the Consultant's work is delayed by events beyond the control of the Consultant, the established engineering fees and schedules of completion will be subject to review upon request by the Consultant to the Owner, accompanied by adequate substantiating data to justify a change.

D. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the Owner and the survivors.

2. The right is reserved by the Owner to terminate this Contract at any time, upon not less than fourteen (14) days written notice to the Consultant. The Consultant may also terminate this Contract on fourteen (14) days written notice.
3. In the event the Contract is terminated by the Owner without fault on the part of the Consultant, the Consultant shall be paid for work performed and delivered up to the date established in the termination notice.
4. The right is reserved by the Owner to suspend this Contract at any time. Such suspension may be affected by the Owner by giving the Consultant written notice and will be effective as of the date established in the suspension notice. Payment of the Consultant's services will be made by the Owner for services performed to the date established in the suspension notice in accordance with Paragraph 3 above.
5. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.

E. Disputes

All claims, disputes, and other matters in question between the parties of this Contract arising out of or relating to this Contract or the breach thereof shall be initiated in the District Court for Polk County, Iowa, if the parties are unable to resolve such claims, disputes, or other matters in question by negotiation.

F. Responsibility for Claims and Liability

The Consultant shall indemnify and hold harmless the Owner from any and all claims and liabilities due solely to any negligent acts, errors, or omissions of the Consultant, its members, employees, or agents.

G. General Compliance with Laws

The Consultant shall comply with federal, state, and local laws and ordinances applicable to the work as defined in Section III.

H. Subletting, Assignment, or Transfer

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

I. Forbidding the Use of Outside Agents

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. Employment of the Owner's Personnel

The Consultant shall not engage the services of any person or persons then in the employ of the Owner for work covered by this Contract without the written consent of the employers of such persons.

This Contract expresses the entire agreement between the parties, and no representations, promises, or warranties have been made by either of the parties that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

OWNER  
CITY OF ANKENY, IOWA

CONSULTANT  
CIVIL DESIGN ADVANTAGE



---

Mark E. Holm, Mayor

---

Gary L. Reed, P.E.  
President

ATTEST:

---

Michelle Yuska, City Clerk

# Exhibit "A"

## Standard Fee Schedule 2023-2024 Civil Design Advantage, LLC

| <u>Classification</u>            | <u>Billing Rate</u> | <u>Unit</u> |
|----------------------------------|---------------------|-------------|
| Principal / Senior Engineer      | \$205 /             | hour        |
| Principal / Senior Land Surveyor | \$205 /             | hour        |
| Senior Engineer                  | \$196 /             | hour        |
| Engineer 8                       | \$179 /             | hour        |
| Engineer 7                       | \$167 /             | hour        |
| Engineer 6                       | \$154 /             | hour        |
| Engineer 5                       | \$143 /             | hour        |
| Engineer 4                       | \$131 /             | hour        |
| Engineer 3                       | \$118 /             | hour        |
| Engineer 2                       | \$106 /             | hour        |
| Engineer 1                       | \$98 /              | hour        |
| Senior Technician                | \$152 /             | hour        |
| Technician 8                     | \$139 /             | hour        |
| Technician 7                     | \$129 /             | hour        |
| Technician 6                     | \$117 /             | hour        |
| Technician 5                     | \$108 /             | hour        |
| Technician 4                     | \$97 /              | hour        |
| Technician 3                     | \$84 /              | hour        |
| Technician 2                     | \$73 /              | hour        |
| Technician 1                     | \$60 /              | hour        |
| Senior Project Manager           | \$191 /             | hour        |
| Project Manager 8                | \$177 /             | hour        |
| Project Manager 7                | \$161 /             | hour        |
| Project Manager 6                | \$152 /             | hour        |
| Project Manager 5                | \$144 /             | hour        |
| Project Manager 4                | \$134 /             | hour        |
| Administrative 3                 | \$95 /              | hour        |
| Administrative 2                 | \$74 /              | hour        |
| Administrative 1                 | \$50 /              | hour        |
| Mileage                          | Current IRS Rate /  | mile        |
| Plots (Black & White)            | \$1.75 /            | sheet       |
| Plots (Color)                    | \$35 /              | sheet       |
| Mylar Plots                      | \$15 /              | sheet       |
| Copies (Black & White)           | \$0.10 /            | page        |
| Copies (Color)                   | \$0.75 /            | page        |



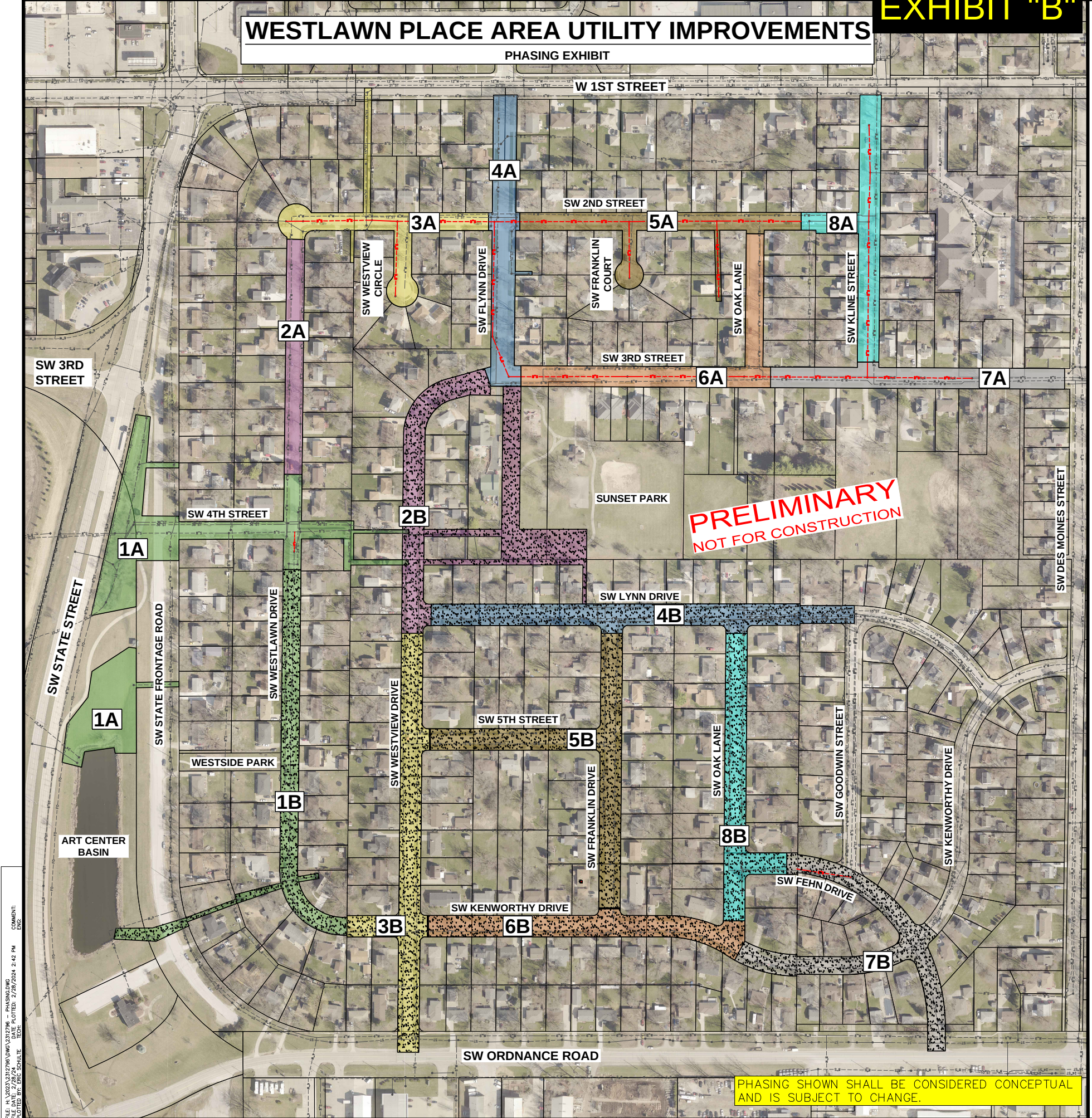


EXHIBIT "B"

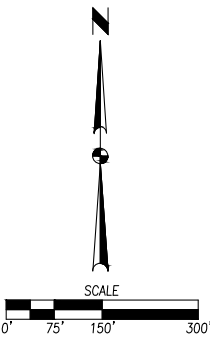
WESTLAWN PLACE AREA UTILITY IMPROVEMENTS

PHASING EXHIBIT

| PHASING SUMMARY |                   |                                    |          |                           |                                    |          |  |
|-----------------|-------------------|------------------------------------|----------|---------------------------|------------------------------------|----------|--|
| YEAR            | PHASE # - COLOR   | STREET NAME                        | LENGTH   | PHASE # - COLOR           | STREET NAME                        | LENGTH   |  |
| 1 - 2026        | PHASE 1A - GREEN  | SW STATE FRONTAGE ROAD             | 125 LF   | PHASE 1B - GREEN W/ DOTS  | SW WESTLAWN DRIVE                  | 1,100 LF |  |
|                 |                   | SW 4TH STREET                      | 360 LF   |                           | STORMWATER IMPROVEMENTS            | 540 LF   |  |
|                 |                   | SW WESTLAWN DRIVE                  | 270 LF   |                           | TOTAL                              | 1,640 LF |  |
|                 |                   | SW STATE STORM OUTFALL             | 655 LF   |                           |                                    |          |  |
|                 |                   | SIDE YARD STORM & BASIN            | 766 LF   |                           |                                    |          |  |
|                 |                   | TOTAL                              | 2,176 LF |                           |                                    |          |  |
|                 |                   | STREET RECONSTRUCTION =            | 755 LF   |                           |                                    |          |  |
|                 |                   | STORMWATER IMPROVEMENTS =          | 1,421 LF |                           |                                    |          |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           |                                    |          |  |
| 2 - 2027        | PHASE 2A - PURPLE | SW WESTLAWN DRIVE                  | 660 LF   | PHASE 2B - PURPLE W/ DOTS | SW WESTVIEW DRIVE                  | 845 LF   |  |
|                 |                   | TOTAL                              | 660 LF   |                           | SW LYNN DRIVE                      | 40 LF    |  |
|                 |                   |                                    |          |                           | SIDE YARD STORM & BASIN            | 585 LF   |  |
|                 |                   |                                    |          |                           | TOTAL                              | 1,470 LF |  |
| 3 - 2028        | PHASE 3A - YELLOW | SW WESTLAWN DRIVE                  | 40 LF    | PHASE 3B - YELLOW W/ DOTS | SW KENWORTHY DRIVE                 | 205 LF   |  |
|                 |                   | SW 2ND STREET                      | 540 LF   |                           | SW WESTVIEW DRIVE                  | 1,180 LF |  |
|                 |                   | SW WESTVIEW CIRCLE                 | 205 LF   |                           | SW 5TH STREET                      | 40 LF    |  |
|                 |                   | SIDE YARD STORM                    | 440 LF   |                           | TOTAL                              | 1,425 LF |  |
|                 |                   | TOTAL                              | 1,225 LF |                           |                                    |          |  |
|                 |                   | STREET RECONSTRUCTION =            | 785 LF   |                           |                                    |          |  |
|                 |                   | STORMWATER IMPROVEMENTS =          | 440 LF   |                           |                                    |          |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           |                                    |          |  |
| 4 - 2029        | PHASE 4A - BLUE   | SW 2ND STREET                      | 60 LF    | PHASE 4B - BLUE W/ DOTS   | SW LYNN DRIVE                      | 1,190 LF |  |
|                 |                   | SW FLYNN DRIVE                     | 775 LF   |                           | SW FRANKLIN DRIVE                  | 40 LF    |  |
|                 |                   | SW 3RD STREET                      | 95 LF    |                           | SW OAK LANE                        | 45 LF    |  |
|                 |                   | SIDE YARD STORM                    | 50 LF    |                           | TOTAL                              | 1,275 LF |  |
|                 |                   | TOTAL                              | 980 LF   |                           |                                    |          |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           |                                    |          |  |
| 5 - 2030        | PHASE 5A - BROWN  | SW 2ND STREET                      | 790 LF   | PHASE 5B - BROWN W/ DOTS  | SW 5TH STREET                      | 500 LF   |  |
|                 |                   | SW FRANKLIN COURT                  | 165 LF   |                           | SW FRANKLIN DRIVE                  | 775 LF   |  |
|                 |                   | SW OAK LANE                        | 25 LF    |                           | TOTAL                              | 1,275 LF |  |
|                 |                   | SIDE/ REAR YARD SANITARY           | 209 LF   |                           |                                    |          |  |
|                 |                   | TOTAL                              | 1,189 LF |                           |                                    |          |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           |                                    |          |  |
| 6 - 2031        | PHASE 6A - ORANGE | SW 3RD STREET                      | 700 LF   | PHASE 6B - ORANGE W/ DOTS | SW KENWORTHY DRIVE                 | 890 LF   |  |
|                 |                   | SW OAK LANE                        | 390 LF   |                           | SW FRANKLIN DRIVE                  | 40 LF    |  |
|                 |                   | TOTAL                              | 1,090 LF |                           | SW OAK LANE                        | 55 LF    |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           | TOTAL                              | 985 LF   |  |
| 7 - 2032        | PHASE 7A - GRAY   | SW 3RD STREET                      | 825 LF   | PHASE 7B - GRAY W/ DOTS   | SW KENWORTHY DRIVE                 | 530 LF   |  |
|                 |                   | SW KLINE STREET                    | 30 LF    |                           | SW FEHN DRIVE                      | 760 LF   |  |
|                 |                   | TOTAL                              | 855 LF   |                           | TOTAL                              | 1,290 LF |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           | (INCLUDES SANITARY RECONSTRUCTION) |          |  |
| 8 - 2033        | PHASE 8A - CYAN   | SW 2ND STREET                      | 180 LF   | PHASE 8B - CYAN W/ DOTS   | SW OAK LANE                        | 810 LF   |  |
|                 |                   | SW KLINE STREET                    | 750 LF   |                           | SW FEHN DRIVE                      | 135 LF   |  |
|                 |                   | TOTAL                              | 930 LF   |                           | TOTAL                              | 945 LF   |  |
|                 |                   | (INCLUDES SANITARY RECONSTRUCTION) |          |                           |                                    |          |  |
|                 |                   |                                    |          | GRAND TOTAL ≈ 19,410 LF   |                                    |          |  |

TOTAL STREET LENGTHS

| STREET NAME               | LENGTH (LF) | ROW     | STREET WIDTH |
|---------------------------|-------------|---------|--------------|
| STORM & SAN. IMPROVEMENTS | 3,245       | VARIES  | N/A          |
| SW 2ND STREET             | 1,570       | 50'     | 25'          |
| SW 3RD STREET             | 1,620       | 58'     | 31'          |
| SW 4TH STREET             | 360         | 50'     | 25'          |
| SW 5TH STREET             | 540         | 60'     | 25'          |
| SW FEHN DRIVE             | 895         | 50'-60' | 25'          |
| SW FLYNN DRIVE            | 775         | 66'     | 31'          |
| SW FRANKLIN COURT         | 165         | 40'     | 25'          |
| SW FRANKLIN DRIVE         | 855         | 60'     | 25'          |
| SW KENWORTHY DRIVE        | 1,625       | 60'     | 25'          |
| SW KLINE STREET           | 780         | 60'     | 25'          |
| SW LYNN DRIVE             | 1,230       | 50'-60' | 25'          |
| SW OAK LANE               | 1,325       | 50'-60' | 25'          |
| SW STATE FRONTAGE ROAD    | 125         | VARIES  | 25'          |
| SW WESTLAWN DRIVE         | 2,070       | 50'     | 25'          |
| SW WESTVIEW CIRCLE        | 205         | 50'     | 25'          |
| SW WESTVIEW DRIVE         | 2,025       | 60'     | 25'          |
| TOTAL =                   | 19,410      |         |              |



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DATE: 2/28/2024 2:42 PM  
DRAWN BY: J. SCHULTE  
CHECKED BY: J. SCHULTE

PHASING SHOWN SHALL BE CONSIDERED CONCEPTUAL AND IS SUBJECT TO CHANGE.

DATE

REVISIONS

4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PHONE: (515) 369-4400

TECH: ES

ENGINEER: ES

ANKENY, IOWA

WESTLAWN PLACE UTILITY IMPROVEMENTS

PHASING EXHIBIT

2312.796





## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Westlawn Place Area Utility Improvements **PN:** 231430  
**PROJECT ADDRESS:** SW Westview Drive and SW 3<sup>rd</sup> Street and surrounding side streets  
 Ankeny, Iowa  
**CLIENT:** Civil Design Advantage - Attn: Eric Schulte, P.E.  
**ADDRESS:** 4121 NW Urbandale Drive  
 Urbandale, Iowa 50322

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted and all-terrain drilling equipment with support vehicles, boring locations, coordination with CDA, contact Iowa One Call for utility locates (as required by Iowa State Law), ROW permits, traffic control, drill and sample 24 soil borings 15 to 20 feet deep (380 feet total), backfill and patch borings, laboratory testing (includes moisture contents, dry densities, unconfined compression tests, and 6 Atterberg limits, 6 grain size, and 6 standard Proctor tests for soil classification), engineering analysis, and written report (PDF document and three (3) paper copies).

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$27,900.00. To deepen borings, then add \$30.00 per lineal foot at 5-foot intervals. The addition or deletion of soil classification suite of tests (Atterberg limits, grain size analysis, and standard Proctor tests) is \$529.00 per suite of tests. Consultation subsequent to completion of report will be invoiced at current engineering rates. CDA to mark some sewer service locations at the site prior to utility locations and drilling, the costs of which are not included in the above fee. CDA will engage Owner staff when necessary to assist with marking public utility service lines.

**REMARKS:** Field exploration could be scheduled to be conducted within one to three weeks of receiving authorization, weather permitting. Drilling may take one week to complete. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Approximate location of existing sanitary sewer services (based on televising reports) will be the responsibility of CDA, with assistance from the Owner when necessary, and should be properly marked prior to the drill crew arriving at the site. Approximate proposed boring locations are shown on the provided boring map.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: \_\_\_\_\_  
 Stacy G. Brocka, P.E.  
 Title: Principal Engineer  
 Date: March 8, 2024

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Printed Name

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

Email – Above

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

**8. PAYMENT:** Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**9. STANDARD OF CARE:** ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

~~**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$50,000—~~

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

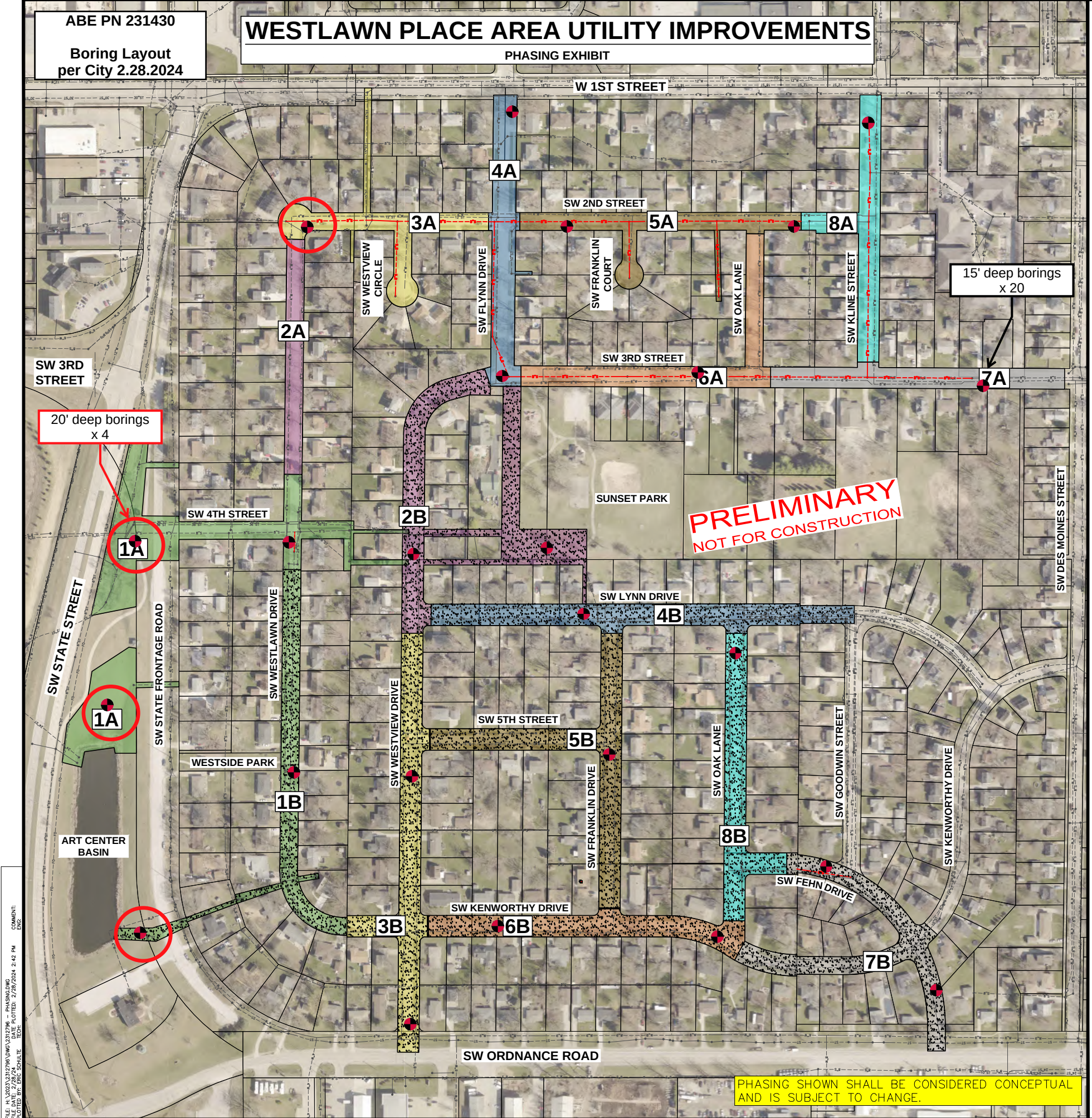
**13. WITNESS FEES:** ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

**14. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.





ABE PN 231430  
Boring Layout  
per City 2.28.2024

# WESTLAWN PLACE AREA UTILITY IMPROVEMENTS

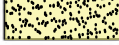
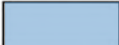
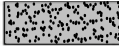
PHASING EXHIBIT

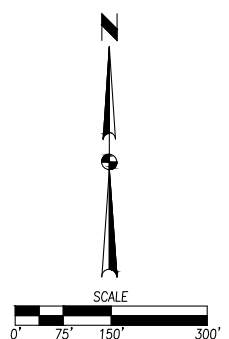
15' deep borings  
x 20

20' deep borings  
x 4

**PRELIMINARY**  
NOT FOR CONSTRUCTION

PHASING SHOWN SHALL BE CONSIDERED CONCEPTUAL  
AND IS SUBJECT TO CHANGE.

| PHASING SUMMARY                                                                     |                                                                                       |                                    |          |                                                                                       |                                    |          |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------|----------|---------------------------------------------------------------------------------------|------------------------------------|----------|
| YEAR                                                                                | PHASE # - COLOR                                                                       | STREET NAME                        | LENGTH   | PHASE # - COLOR                                                                       | STREET NAME                        | LENGTH   |
| 1 - 2026                                                                            | PHASE 1A - GREEN                                                                      |                                    |          | PHASE 1B - GREEN W/ DOTS                                                              |                                    |          |
|                                                                                     |    | SW STATE FRONTAGE ROAD             | 125 LF   |    | SW WESTLAWN DRIVE                  | 1,100 LF |
|                                                                                     |                                                                                       | SW 4TH STREET                      | 360 LF   |                                                                                       | STORMWATER IMPROVEMENTS            | 540 LF   |
|                                                                                     |                                                                                       | SW WESTLAWN DRIVE                  | 270 LF   |                                                                                       | TOTAL                              | 1,640 LF |
|                                                                                     |                                                                                       | SW STATE STORM OUTFALL             | 655 LF   |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | SIDE YARD STORM & BASIN            | 766 LF   |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | TOTAL                              | 2,176 LF |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | STREET RECONSTRUCTION =            | 755 LF   |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | STORMWATER IMPROVEMENTS =          | 1,421 LF |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | (INCLUDES SANITARY RECONSTRUCTION) |          |                                                                                       |                                    |          |
| 2 - 2027                                                                            | PHASE 2A - PURPLE                                                                     |                                    |          | PHASE 2B - PURPLE W/ DOTS                                                             |                                    |          |
|                                                                                     |    | SW WESTLAWN DRIVE                  | 660 LF   |    | SW WESTVIEW DRIVE                  | 845 LF   |
|                                                                                     |                                                                                       | TOTAL                              | 660 LF   |                                                                                       | SW LYNN DRIVE                      | 40 LF    |
| 3 - 2028                                                                            | PHASE 3A - YELLOW                                                                     |                                    |          | PHASE 3B - YELLOW W/ DOTS                                                             |                                    |          |
|                                                                                     |    | SW WESTLAWN DRIVE                  | 40 LF    |    | SW KENWORTHY DRIVE                 | 205 LF   |
|                                                                                     |                                                                                       | SW 2ND STREET                      | 540 LF   |                                                                                       | SW WESTVIEW DRIVE                  | 1,180 LF |
|                                                                                     |                                                                                       | SW WESTVIEW CIRCLE                 | 205 LF   |                                                                                       | SW 5TH STREET                      | 40 LF    |
|                                                                                     |                                                                                       | SIDE YARD STORM                    | 440 LF   |                                                                                       | TOTAL                              | 1,425 LF |
|                                                                                     |                                                                                       | TOTAL                              | 1,225 LF |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | STREET RECONSTRUCTION =            | 785 LF   |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | STORMWATER IMPROVEMENTS =          | 440 LF   |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | (INCLUDES SANITARY RECONSTRUCTION) |          |                                                                                       |                                    |          |
|                                                                                     | 4 - 2029                                                                              | PHASE 4A - BLUE                    |          |                                                                                       | PHASE 4B - BLUE W/ DOTS            |          |
|  |                                                                                       | SW 2ND STREET                      | 60 LF    |    | SW LYNN DRIVE                      | 1,190 LF |
|                                                                                     |                                                                                       | SW FLYNN DRIVE                     | 775 LF   |                                                                                       | SW FRANKLIN DRIVE                  | 40 LF    |
|                                                                                     |                                                                                       | SW 3RD STREET                      | 95 LF    |                                                                                       | SW OAK LANE                        | 45 LF    |
|                                                                                     |                                                                                       | SIDE YARD STORM                    | 50 LF    |                                                                                       | TOTAL                              | 1,275 LF |
|                                                                                     |                                                                                       | TOTAL                              | 980 LF   |                                                                                       |                                    |          |
|                                                                                     | (INCLUDES SANITARY RECONSTRUCTION)                                                    |                                    |          |                                                                                       |                                    |          |
| 5 - 2030                                                                            | PHASE 5A - BROWN                                                                      |                                    |          | PHASE 5B - BROWN W/ DOTS                                                              |                                    |          |
|                                                                                     |    | SW 2ND STREET                      | 790 LF   |    | SW 5TH STREET                      | 500 LF   |
|                                                                                     |                                                                                       | SW FRANKLIN COURT                  | 165 LF   |                                                                                       | SW FRANKLIN DRIVE                  | 775 LF   |
|                                                                                     |                                                                                       | SW OAK LANE                        | 25 LF    |                                                                                       | TOTAL                              | 1,275 LF |
|                                                                                     |                                                                                       | SIDE/ REAR YARD SANITARY           | 209 LF   |                                                                                       |                                    |          |
|                                                                                     |                                                                                       | TOTAL                              | 1,189 LF |                                                                                       |                                    |          |
|                                                                                     | (INCLUDES SANITARY RECONSTRUCTION)                                                    |                                    |          |                                                                                       |                                    |          |
| 6 - 2031                                                                            | PHASE 6A - ORANGE                                                                     |                                    |          | PHASE 6B - ORANGE W/ DOTS                                                             |                                    |          |
|                                                                                     |  | SW 3RD STREET                      | 700 LF   |  | SW KENWORTHY DRIVE                 | 890 LF   |
|                                                                                     |                                                                                       | SW OAK LANE                        | 390 LF   |                                                                                       | SW FRANKLIN DRIVE                  | 40 LF    |
|                                                                                     |                                                                                       | TOTAL                              | 1,090 LF |                                                                                       | SW OAK LANE                        | 55 LF    |
|                                                                                     | (INCLUDES SANITARY RECONSTRUCTION)                                                    |                                    |          | TOTAL                                                                                 | 985 LF                             |          |
| 7 - 2032                                                                            | PHASE 7A - GRAY                                                                       |                                    |          | PHASE 7B - GRAY W/ DOTS                                                               |                                    |          |
|                                                                                     |  | SW 3RD STREET                      | 825 LF   |  | SW KENWORTHY DRIVE                 | 530 LF   |
|                                                                                     |                                                                                       | SW KLINE STREET                    | 30 LF    |                                                                                       | SW FEHN DRIVE                      | 760 LF   |
|                                                                                     |                                                                                       | TOTAL                              | 855 LF   |                                                                                       | TOTAL                              | 1,290 LF |
|                                                                                     |                                                                                       | (INCLUDES SANITARY RECONSTRUCTION) |          |                                                                                       | (INCLUDES SANITARY RECONSTRUCTION) |          |
| 8 - 2033                                                                            | PHASE 8A - CYAN                                                                       |                                    |          | PHASE 8B - CYAN W/ DOTS                                                               |                                    |          |
|                                                                                     |  | SW 2ND STREET                      | 180 LF   |  | SW OAK LANE                        | 810 LF   |
|                                                                                     |                                                                                       | SW KLINE STREET                    | 750 LF   |                                                                                       | SW FEHN DRIVE                      | 135 LF   |
|                                                                                     |                                                                                       | TOTAL                              | 930 LF   |                                                                                       | TOTAL                              | 945 LF   |
|                                                                                     |                                                                                       | (INCLUDES SANITARY RECONSTRUCTION) |          |                                                                                       |                                    |          |
| GRAND TOTAL = 19,410 LF                                                             |                                                                                       |                                    |          |                                                                                       |                                    |          |



| TOTAL STREET LENGTHS      |             |         |              |
|---------------------------|-------------|---------|--------------|
| STREET NAME               | LENGTH (LF) | ROW     | STREET WIDTH |
| STORM & SAN. IMPROVEMENTS | 3,245       | VARIES  | N/A          |
| SW 2ND STREET             | 1,570       | 50'     | 25'          |
| SW 3RD STREET             | 1,620       | 58'     | 31'          |
| SW 4TH STREET             | 360         | 50'     | 25'          |
| SW 5TH STREET             | 540         | 60'     | 25'          |
| SW FEHN DRIVE             | 895         | 50'-60' | 25'          |
| SW FLYNN DRIVE            | 775         | 66'     | 31'          |
| SW FRANKLIN COURT         | 165         | 40'     | 25'          |
| SW FRANKLIN DRIVE         | 855         | 60'     | 25'          |
| SW KENWORTHY DRIVE        | 1,625       | 60'     | 25'          |
| SW KLINE STREET           | 780         | 60'     | 25'          |
| SW LYNN DRIVE             | 1,230       | 50'-60' | 25'          |
| SW OAK LANE               | 1,325       | 50'-60' | 25'          |
| SW STATE FRONTAGE ROAD    | 125         | VARIES  | 25'          |
| SW WESTLAWN DRIVE         | 2,070       | 50'     | 25'          |
| SW WESTVIEW CIRCLE        | 205         | 50'     | 25'          |
| SW WESTVIEW DRIVE         | 2,025       | 60'     | 25'          |
| TOTAL                     | 19,410      |         |              |

FILE: H:\2023\2312796\2312796 - PHASING.DWG  
PLOT DATE: 2/28/2024 2:42 PM  
PLOT BY: JAC/SCHULTE

DATE

REVISIONS

4121 NW URBANDALE DRIVE  
URBANDALE, IA 50322  
PHONE: (515) 369-4400

TECH: ES

ENGINEER: ES

ANKENY, IOWA

WESTLAWN PLACE UTILITY IMPROVEMENTS

PHASING EXHIBIT

2312.796



March 11, 2024

## **RDG Scope of Services**

### **Westlawn Place Area Storm Network Improvements**

1. Include two (2) visits to the project area to evaluate and document existing conditions of the storm sewer system, the existing ditch/swale and detention basin at the Art Center and the southwest corner within Sunset Park. Conditions will be evaluated as observed from the surface. No subsurface inspections of systems are included within the scope.
2. Review GIS (Geographic Information System) data as available and provided by the Owner (City of Ankeny).
3. Review topographic and boundary survey information as provided in AutoCAD format by the Prime Consultant (Civil Design Advantage, CDA).
4. Delineate existing major drainage area boundaries as needed to evaluate system capacity for outlet paths along West First Street and towards the Art Center Basin / Saylor Creek Tributary based on best available information included in GIS data exports from the Owner and topographic information provided by Prime Consultant.
5. Review potential and provide recommendations for modifications for the existing detention basin at the Art Center and for possibly a new upstream detention basin to be integrated into Sunset Park. Review potential modifications to the ditch/swale on public property located north of the Art Center basin.
6. Review potential to refine the major drainage boundaries that are routed to each outfall route, based on system elevations and capacities.
7. Develop a "skeleton plan" in coordination with the Prime Consultant, showing the potential centerline for the upgraded storm sewer network.
8. Locate potential storm inlet and manhole structures along proposed skeleton plan alignment.
9. Identify routes and provide recommendations where storm sewer may need to be designed to higher standards due to limited paths for catastrophic overflow (sideyard areas for example).

At this point, the Prime Consultant will use the skeleton plan to prepare the initial conceptual storm sewer layout in AutoCAD. The Prime Consultant will modify the conceptual storm sewer layout to avoid potential conflicts with other planned street and utility improvements. The Prime Consultant will then provide RDG with the updated AutoCAD file of the conceptual storm sewer system.

10. Delineate sub-watersheds expected to drain toward each structure.

11. Verify preferred design parameters with the Owner and the Prime Consultant.
12. Calculate land use characteristics (area, impervious cover, soil type, time of concentration) to each storm inlet based on available GIS and topographic information provided by the Owner and the Prime Consultant.
13. Use preferred design parameters (such as SUDAS street flow criteria, or as adjusted through discussions with the Owner and the Prime Consultant) to adjust intake spacing and project potential pipe sizes for the storm sewer network.
14. Evaluate proposed storm sewer network capacity and system performance, based on the design event and parameters preferred by the Owner.
15. Analyze the 100-year flow path through the project area and provide recommendations accordingly. (This item does not include detailed 2D or 3D surface flow modeling to evaluate ponding depths or flow paths. If the Owner requests for that level of detail after the initial calculations have been performed, a proposal for such services would be provided. Upon acceptance by the Owner, that could be integrated into the Scope of Services as part of an amendment to the contract agreement.)
16. Modify the pipe sizes and structure types at locations within conceptual storm sewer system AutoCAD file.
17. Provide recommendations for overflow paths at low points.
18. Review and provide recommendations for sideyard drainage corridor(s).
19. Review and provide recommendations for West 1st Street corridor capacity concerns.
20. Review and provide recommendations on any potential downstream impacts, if applicable.
21. Review results and provide recommendations to the Owner and the Prime Consultant. Adjust design based on feedback from the Owner and the Prime Consultant.
22. Revise the conceptual storm sewer system AutoCAD file to include the following:
  - a. Inlet and manhole locations.
  - b. Sizes, depths, and flowlines of storm sewer pipes.
  - c. Note any special pipe material recommendations.
23. Provide updated AutoCAD drawing file to the Prime Consultant, so they can be printed on plan sheets for the Owner review.
24. Revise AutoCAD drawing file based on feedback from the Owner and the Prime Consultant.



25. Prepare a draft master stormwater report describing the results of the analysis of the storm sewer network within the project area. Provide draft report to the Owner and the Prime Consultant for review.
26. Revise master stormwater report based on feedback from the Owner and the Prime Consultant.
27. Include two (2) in-person meetings during course of work.
28. Up to ten (10) virtual meetings as needed during course of work.

**Requirements from the Owner and/or the Prime Consultant**

1. AutoCAD file of any prepared topographic and boundary survey information from the Prime Consultant.
2. Relevant GIS information from the Owner about utilities, property boundaries, impervious surfaces, and any other items related to the project area, to the greatest degree possible.
3. Frequent communication and coordination with the Prime Consultant and the Owner in advance of any interim and final project deadlines.
4. Relevant examples of past studies or preferred design parameters from the Owner.
5. Provide preliminary topographic information in AutoCAD format along storm sewer route to RDG by late March / early April of 2024.
6. Provide final topographic and boundary survey information in AutoCAD format to RDG by late April / early May 2024.

**Deliverables Include:**

1. PDF drawing(s) of preliminary storm sewer network design, on a combination of 8.5 x 11 and 11 x 17 paper.
2. AutoCAD file of preliminary storm sewer network design and watershed / subwatershed boundaries.
3. PDF copy and three (3) paper copies to the Owner of final version master stormwater report.





## time-task analysis

February 13, 2024

### Westlawn Storm Sewer Improvements

3006.431.00

| TASK | TASK DESCRIPTION                                      | STAFF HOURS                   |                   |                                            |                                            | SUBTOTALS |
|------|-------------------------------------------------------|-------------------------------|-------------------|--------------------------------------------|--------------------------------------------|-----------|
|      |                                                       | Water<br>Resource<br>Engineer | Civil<br>Engineer | Water<br>Resource<br>Engineer<br>Intern #1 | Water<br>Resource<br>Engineer<br>Intern #2 |           |
|      |                                                       | \$ 225                        | \$ 125            | \$ 115                                     | \$ 115                                     |           |
| 1.00 | PHASE 1 TASKS - MASTER PLAN                           |                               |                   |                                            |                                            |           |
| 1.01 | Site visits                                           | 4.0                           | 4.0               |                                            |                                            | \$ 1,400  |
| 1.02 | Review GIS                                            | 1.0                           | 1.0               | 1.0                                        | 2.0                                        | \$ 695    |
| 1.03 | Review topo and boundary Info                         | 2.0                           | 6.0               | 2.0                                        |                                            | \$ 1,430  |
| 1.04 | Delineate major drainage boundaries                   | 2.0                           | 3.0               | 3.0                                        | 1.0                                        | \$ 1,285  |
| 1.05 | Review detention basin modifications                  | 8.0                           | 3.0               | 3.0                                        |                                            | \$ 2,520  |
| 1.06 | Review modification of drainage boundaries            | 4.0                           | 2.0               | 2.0                                        | 1.0                                        | \$ 1,495  |
| 1.07 | Develop "skeleton plan" of storm network              | 3.0                           | 12.0              | 2.0                                        |                                            | \$ 2,405  |
| 1.08 | Locate potential storm inlet and outlet structures    | 2.0                           | 8.0               | 2.0                                        |                                            | \$ 1,680  |
| 1.09 | Identify storm routes for higher standard of design   | 3.0                           | 1.0               | 1.0                                        |                                            | \$ 915    |
| 1.10 | Delineate subwatersheds to each structure             | 2.0                           | 6.0               | 6.0                                        |                                            | \$ 1,890  |
| 1.11 | Verify preferred design parameters                    | 2.0                           | 1.0               |                                            |                                            | \$ 575    |
| 1.12 | Calculate land use characteristics to each inlet      | 2.0                           | 6.0               | 6.0                                        |                                            | \$ 1,890  |
| 1.13 | Adjust inlet spacing and project potential pipe sizes | 2.0                           | 5.0               | 5.0                                        |                                            | \$ 1,650  |
| 1.14 | Evaluate storm network capacity and performance       | 3.0                           | 12.0              | 12.0                                       |                                            | \$ 3,555  |
| 1.15 | Analyze the 100-year flowpath through project area    | 3.0                           | 12.0              | 12.0                                       |                                            | \$ 3,555  |



## time-task analysis

|      |                                                         |                  |                  |                 |               |                  |
|------|---------------------------------------------------------|------------------|------------------|-----------------|---------------|------------------|
| 1.16 | Modify conceptual storm sewer design                    | 2.0              | 8.0              |                 |               | \$ 1,450         |
| 1.17 | Provide recommendations at overflow points              | 2.0              | 1.0              |                 |               | \$ 575           |
| 1.18 | Review and provide recommendations at sideyards         | 2.0              | 1.0              |                 |               | \$ 575           |
| 1.19 | Review and provide recommendations for 1st St. corridor | 6.0              | 2.0              |                 |               | \$ 1,600         |
| 1.20 | Review downstream impacts                               | 8.0              | 4.0              |                 |               | \$ 2,300         |
| 1.21 | Review results and adjust design                        | 2.0              | 8.0              | 2.0             |               | \$ 1,680         |
| 1.22 | Revise conceptual storm sewer system design             | 3.0              | 6.0              | 6.0             |               | \$ 2,115         |
| 1.23 | Provide drawings for review                             |                  | 1.0              | 1.0             |               | \$ 240           |
| 1.24 | Revise drawings based on feedback                       | 2.0              | 8.0              | 2.0             |               | \$ 1,680         |
| 1.25 | Prepare draft master stormwater report                  | 12.0             | 4.0              | 5.0             |               | \$ 3,775         |
| 1.26 | Revise draft master stormwater report                   | 3.0              | 1.0              | 1.0             |               | \$ 915           |
| 1.27 | Up to (2) in-person meetings                            | 5.0              | 5.0              |                 |               | \$ 1,750         |
| 1.28 | Up to (10) virtual meetings                             | 8.0              | 8.0              | 4.0             |               | \$ 3,260         |
|      |                                                         |                  |                  |                 |               |                  |
|      | <b>TOTAL HOURS PHASE 1</b>                              | <b>98.0</b>      | <b>139.0</b>     | <b>78.0</b>     | <b>4.0</b>    | <b>319.0</b>     |
|      | <b>TOTAL STAFF FEE PHASE 1</b>                          | <b>\$ 22,050</b> | <b>\$ 17,375</b> | <b>\$ 8,970</b> | <b>\$ 460</b> | <b>\$ 48,855</b> |

|  |                                                               |  |  |  |  |                  |
|--|---------------------------------------------------------------|--|--|--|--|------------------|
|  | <b>PROJECT TOTALS</b>                                         |  |  |  |  |                  |
|  | Total Design Fee                                              |  |  |  |  | \$ 48,855        |
|  | Design Fee Contingency                                        |  |  |  |  | \$ -             |
|  | Total Design Fee + Contingency                                |  |  |  |  | \$ 48,855        |
|  | Reimbursable Expenses                                         |  |  |  |  | \$ 500           |
|  | <b>PROJECT TOTAL FEE (Design Fee + Reimbursable Expenses)</b> |  |  |  |  | <b>\$ 49,355</b> |



## **Exhibit ‘E’**

### **Additional Services**

The following is a list of services not included in the current scope of services or compensation. This list is provided to further define the agreement scope. The list includes, but is not limited to:

- Wetland Delineation/Mitigation Services
- Phase 1/2 Environmental Site Assessment Services
- Additional Topographic or Boundary Survey other than noted in scope
- Preparation/Revisions/Monitoring of the Storm Water Pollution Prevention Plan
- Subdivision Platting
- Separate Site Plan Preparation
- Traffic Engineering/Studies
- Final roadway design (check and final plans)
- Submittal/Permitting Fees
- Structural Engineering
- Technical Specification Preparation (Refer to SUDAS)
- Franchise Utility Design
- Final Storm/Sanitary/Water Design
- Easement Document Preparation
- Relocation Assistance
- Preconstruction Meeting
- Construction Services
- Construction Staking
- Construction Administration
- Construction Observation
- Any additional services identified in subconsultant agreements

# Exhibit "F"

## 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 Attachment 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 Attachment 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.

## Attachment 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.

## Exhibit "G"

### Estimate of Hours by Task/Employee Classification

|                                                                     | Principal | Proj. Mngr. | Land<br>Surveyor | Project<br>Engineer | Design<br>Technician | CADD<br>Operator | Construction<br>Observer | Survey<br>Field Crew | Clerical | Subconsultant<br>Fee | Total<br>Fee |
|---------------------------------------------------------------------|-----------|-------------|------------------|---------------------|----------------------|------------------|--------------------------|----------------------|----------|----------------------|--------------|
| Task 1 - Topographic Survey/Existing ROW Establishment              | 24        | 50          | 24               | 40                  |                      |                  |                          | 410                  |          |                      | \$111,060    |
| Task 2 - Existing Utility Information                               | 4         | 24          |                  | 24                  |                      |                  |                          | 40                   |          |                      | \$16,012     |
| Task 3 - Geotechnical Investigation                                 |           | 8           |                  | 16                  |                      |                  |                          |                      | 2        | \$27,900             | \$31,080     |
| Task 4 - Stormwater Analysis                                        |           | 40          |                  | 80                  |                      |                  |                          | 8                    |          | \$49,355             | \$66,235     |
| Task 5 - Conceptual Construction Drawing Preparation (30% complete) | 140       | 400         |                  | 400                 | 180                  | 130              |                          |                      |          |                      | \$176,930    |
| Task 6 - Estimated Construction Costs                               | 8         | 24          |                  | 40                  |                      |                  |                          |                      | 4        |                      | \$10,264     |
| Task 7 - Meetings                                                   | 20        | 60          |                  | 60                  |                      |                  |                          |                      | 16       |                      | \$21,864     |
| Task 8 - Private Utility Coordination                               |           | 16          |                  | 16                  |                      |                  |                          |                      | 2        |                      | \$4,516      |
| Task 9 - Right-of-Way (ROW) Needs Determination                     |           | 16          |                  | 20                  | 20                   |                  |                          |                      | 2        |                      | \$7,720      |
| Task 10 - Design Memo(s)                                            | 16        | 16          |                  |                     |                      |                  |                          |                      | 1        |                      | \$6,186      |
|                                                                     |           |             |                  |                     |                      |                  |                          |                      |          | Subtotal             | \$451,867    |
|                                                                     |           |             |                  |                     |                      |                  |                          |                      |          | Estimated Expenses   | \$2,500      |
|                                                                     |           |             |                  |                     |                      |                  |                          |                      |          | Total                | \$454,367    |

\* No final design or construction phase services are included with this fee estimate



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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

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LEGAL:

Item Reviewed by Legal Counsel

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SUBJECT:

Proposed SW Des Moines Street Utility Improvements

Professional Services Agreement with McClure Engineering Company

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EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with McClure Engineering Company for the design engineering services needed for the SW Des Moines Street Utility Improvements project.

The purpose of the project is to replace existing infrastructure that is approximately 70 - 80 years old, undersized, and experiencing significant deterioration. Adding sump pump collector lines and storm sewer will help reduce drainage issues and minor flooding on public and private property. Replacing the existing sanitary sewer at a lower depth will help reduce maintenance issues with the sanitary sewer. Replacing the existing water main with 8-inch PVC will provide adequate fire flow and help reduce maintenance issues. The pavement within the project limits was identified by the City's pavement management study as being in

"poor" condition.

The project will reconstruct SW Des Moines Street from the intersection with SW Kenworthy Drive to the intersection with SW Ordinance Road. The project will replace the existing 4-inch water main with 8-inch water main, replace the existing sanitary sewer and services, replace and improve the existing storm sewer, widen the street to 31-foot, and add a southbound center left turn lane on the north leg of the intersection of SW Des Moines Street and SW Ordinance Road. The project will also include combination footing and subdrains, water services, sidewalk replacement, driveway approach replacement, and surface restoration.

The design of the project needs to be undertaken at this time so that the project schedule can be maintained.

The Public Works Department proposes to use McClure Engineering Company to complete the necessary design engineering services for the project, including the following items:

- Preliminary Planning
- Storm Sewer Study and Report
- Preliminary Design and Plans (roadway, storm sewer, sanitary sewer, water main, staging & traffic control, sidewalks, pedestrian ramps)
- Geotechnical Borings, Report, and Design
- Final Design and Plans (roadway, storm sewer, sanitary sewer, water main, staging & traffic control, sidewalks, pedestrian ramps)
- Property Acquisition Exhibits and Individual Parcel Exhibits
- Advertising, Bidding, and Contract Award
- Survey Services for Acquisition Plats and Legal Description
- Survey Services (control, topographic, utility, boundary, base mapping) for Design
- Project Management and Coordination
- Public Information Meeting and Displays
- Easement Acquisition Services including Appraisal, Compensation Estimates, Negotiations, and Closing Documents
- Permitting Services and Fees

McClure Engineering Company has completed similar engineering services previously for the City of Ankeny, including the NW 18th Street Reconstruction - NW Ash Drive to N. Ankeny Blvd., and they have extensive experience with these types of projects. The scope of the design engineering services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the design engineering services is \$235,900.00.

Upon the successful completion of the design services, it is anticipated that the contract will be amended to include construction observation and administration services.

It is recommended that the City Council approve the Professional Services Agreement with McClure Engineering Company.

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FISCAL IMPACT: **No**

This project is included in the City of Ankeny's Capital Improvement Program for design in 2024 construction in 2025.

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CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement.

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PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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PUBLIC OUTREACH EFFORTS:

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ACTION REQUESTED:

**Action:** Consider motion to approve the Professional Services Agreement with McClure Engineering Company for the design engineering services on the SW Des Moines Street Utility Improvements project in an amount not to exceed \$235,900.00 and authorize the Mayor to execute said agreement.

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ADDITIONAL INFORMATION:

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ATTACHMENTS:

|                                                                                                               |
|---------------------------------------------------------------------------------------------------------------|
| Click to download                                                                                             |
|  <a href="#">Agreement</a> |

# STANDARD AGREEMENT FOR CONSULTING SERVICES



## McCLURE ENGINEERING COMPANY

Project Name: SW Des Moines Street Utility Improvements

Project Number: 2024000157-000

Project Manager: Colton Hoffmann, PE

This Agreement, is made on the 18th day of March, 2024, by and between McClure Engineering Company, of Clive, Iowa, (herein referred to as "CONSULTANT") and City of Ankeny (hereinafter referred to as "OWNER"). The CONSULTANT will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope and schedule presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

### SW Des Moines Street Utility Improvements

1. The **OWNER** shall provide information per the **OWNER's** responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the **CONSULTANT**.
2. Payment to the **CONSULTANT** shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice and opportunity to cure to the **OWNER**, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The **CONSULTANT** will adjust the schedule and compensation under this agreement to the extent that **CONSULTANT's** schedule and compensation are equitably adjusted by the **OWNER**.
7. The amount of the **CONSULTANT's** compensation is \$235,900. The contract type is Time and Expense (NTE).

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

| Attached Exhibits |                                                                 | Included                            | Not Included                        |
|-------------------|-----------------------------------------------------------------|-------------------------------------|-------------------------------------|
| Exhibit 'A'       | Standard Terms and Conditions                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'B'       | Hourly Rate Schedule                                            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'C'       | Detailed Scope of Work                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'D'       | Design Criteria                                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'E'       | Owner's Responsibilities to Consultant                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'F'       | Duties and Responsibilities of RPR                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Exhibit 'G'       | Drawing Depicting the Project                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'H'       | City of Ankeny Insurance Requirements for Professional Services | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Exhibit 'I'       | Subconsultant Scope and Fees                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

OWNER: City of Ankeny

CONSULTANT: McClure Engineering Company

By: \_\_\_\_\_

Signed:  \_\_\_\_\_

Title: \_\_\_\_\_ Mayor

Title: \_\_\_\_\_ Team Leader

Attest: \_\_\_\_\_

Title: \_\_\_\_\_ City Clerk



**McCLURE ENGINEERING COMPANY**  
CONSULTANT TERMS AND CONDITIONS  
(Effective 1/1/2024 through 12/31/2024)



- 1.0 ACCESS TO SITE:** The Consultant shall at all times have access to the Project site.
- 2.0 INFORMATION PROVIDED BY OTHERS:** The Consultant shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Consultant does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. To the extent allowed by law, Owner shall hold Consultant harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Consultant.
- 3.0 OWNERSHIP AND REUSE OF DOCUMENTS:** All documents are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 3.1** Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. Consultant grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants; (3) To the extent allowed by law, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Owner shall not create any rights in third parties.
- 3.2** If Consultant at Owner's request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Consultant at an amount agreed upon by Owner and Consultant.
- 4.0 UNDERGROUND UTILITIES:** Due to the nature and uncertainty of the accuracy of data available for underground utilities, including drainage tile, and/or any information that may be supplied by the Owner, third parties, and/or research performed by the Consultant or its subcontractors, to the extent allowed by law, the Owner agrees to indemnify and hold harmless the Consultant for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Consultant under this Agreement.
- 4.1** The Owner may choose to contract separately to have extensive investigations and research conducted if the Owner feels it necessary to have more accurate location of underground utilities confirmed.
- 5.0 SUBSURFACE CONDITIONS:** The Consultant may advise the Owner to conduct soil and/or subsurface testing and analysis to provide information to the Owner, Consultant, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.
- 5.1** The Consultant cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.
- 5.2** Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the Consultant shall be held harmless from issues arising out of these unseen subsurface conditions.
- 6.0 HAZARDOUS MATERIALS – INDEMNIFICATION:** The Consultant is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Consultant makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.
- 7.0 OPINIONS OF PROBABLE COST:** Consultant's opinions (if any) of probable construction costs are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent, third-party cost estimate.
- 8.0 PROJECT FUNDING AND FINANCING:** It shall be the responsibility of the Owner to plan, organize, and secure funding to pay all costs associated with the project. The funding may include local financing and/or funding obtained through federal or state funding programs such as low interest loans, grants, etc. If the Consultant is retained to help apply and/or secure funding from internal or external funding agencies, the Consultant shall not be responsible for the acquisition of funding and makes no guarantee funding applications prepared by the Consultant will successfully secure funds.
- 8.1** If the Owner secures outside funding from any such programs, while the Consultant may be retained to help monitor and submit pay requests for loan or grant draws from the respective agencies, the Consultant shall not be responsible for the Owner's obligation to comply with any criteria required to use the funds, including responsibility for any funding match required by the Owner.
- 9.0 ADDITIONAL SERVICES:** It is not unusual for the Owner to request the Consultant to provide additional services or that additional work may be required to deal with a contractor during construction that was not foreseen at the time the original scope of work was agreed to when the Consultant contract was signed. The Owner recognizes the Consultant shall be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly. With Owner approval, the Consultant may prepare drawings, specifications and other documents required to address the changes in the scope of work as necessary to satisfactorily complete the project.
- 10.0 BETTERMENT:** If the Consultant failed to include a component(s), or if during construction it is discovered a component(s) is required that was not in the Consultant's original plans or specifications, and that the component(s) is necessary to complete a satisfactory project, the Consultant shall not be responsible for paying the cost required to add such component(s) to the extent that such component(s) would have been required and included in the original construction documents.
- 10.1** In no event shall the Consultant be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Owner's project if the component should have originally been included in the construction drawings and/or specifications.

**11.0 SHOP DRAWING REVIEW:** If, as part of this Agreement Consultant reviews contractor submittals, such as shop drawings, product data, samples and other data, as required by Consultant, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of Consultant in writing by the contractor. Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**12.0 CONSTRUCTION OBSERVATION:** ~~If, as part of this Agreement, Consultant is providing construction observation services, Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or subconsultant's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Consultant is not a contractor and shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work.~~

**12.1** Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.

**12.2** Consultant shall not be responsible for the acts or omissions of any contractor.

**12.3** 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 the construction contract documents.

**12.4** Consultant shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the Consultant or its Consultants.

**12.5** Unless otherwise specified in this Agreement, the Owner has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

**13.0 DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If Consultant is not retained for construction observation and/or on-site resident observation services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Owner waives all claims against the Consultant that may be connected in any way to construction phase administrative, engineering, surveying or professional services.

**14.0 MEDIA REPRESENTATIONS:** The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the Consultant's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Consultant in the Owner's promotional materials for the Project. Notwithstanding anything to the contrary in the present agreement, the Parties' obligations outlined in this clause shall survive the termination of this Agreement for an indefinite term.

**15.0 TERMINATION:** This Agreement may be terminated by either party upon not less than seven days written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Consultant in the event the Project is permanently abandoned.

**15.1** Failure of the Owner to make payments to the Consultant in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to

make payment when due the Consultant for services, the Consultant may, upon seven days' written notice and opportunity to cure to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice.

**15.2** In the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

**16.0 DISPUTE RESOLUTION:** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Consultant, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

**17.0 LIMITATION OF LIABILITY:** ~~The Consultant's liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.~~

**18.0 STANDARD OF CARE:** In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**19.0 PAYMENT:** Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

**20.0 LIEN RIGHTS:** ~~Consultant retains all rights to mechanic's or design professional lien rights through the completion of the obligations of this agreement at the sole judgment of the Consultant.~~

**21.0 WAIVERS:** The Owner and the Consultant waive all rights against each other and against the contractors, Consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Consultant each shall require similar waivers from their contractors, Consultants and agents.

**22.0 ASSIGNMENT:** The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.

**23.0 GOVERNING LAW:** Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

**24.0 COMPLETE AGREEMENT:** This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant. 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 Consultant.

## EXHIBIT B

### McCLURE ENGINEERING COMPANY

#### HOURLY RATE SCHEDULE

(Effective 1/1/2024 through 12/31/2024)



| PERSONNEL                    | HOURLY RATE   |
|------------------------------|---------------|
| Principal .....              | \$270 - \$295 |
| Project Manager .....        | \$185 - \$230 |
| Senior Professional.....     | \$185 - \$285 |
| Professional.....            | \$155 - \$185 |
| Junior Professional.....     | \$125 - \$155 |
| Senior Technician .....      | \$155 - \$175 |
| Technician.....              | \$115 - \$135 |
| Landscape Architect .....    | \$125 - \$160 |
| On-Site Representative ..... | \$115 - \$155 |
| Client/Project Liaison ..... | \$135 - \$185 |
| Administrative .....         | \$65 - \$85   |
| Public Relations .....       | \$115 - \$150 |
| 3 Member Survey Crew .....   | \$280         |
| 2 Member Survey Crew .....   | \$210         |
| 1 Member Survey Crew .....   | \$135         |

#### EQUIPMENT

|                                      |          |
|--------------------------------------|----------|
| 3D Scanner per Scan .....            | \$30.00  |
| Photogrammetry Drone per Flight..... | \$125.00 |
| Sonar Boat.....                      | \$125.00 |
| LiDAR Drone per Flight.....          | \$250.00 |

#### MISCELLANEOUS EXPENSES

|                                                        |                                     |
|--------------------------------------------------------|-------------------------------------|
| Survey Vehicle Mileage.....                            | \$0.75/Mile + \$0.15 fuel surcharge |
| Automobile Mileage (at current IRS rate) .....         | Current IRS Rate                    |
| Printing.....                                          | Per Contract                        |
| Survey Supplies (Hubs, Lath, Paint, Nails, etc.) ..... | Per Contract                        |
| Out-of-Pocket Expenses (Meals, Hotels, etc.).....      | Per Contract                        |

\*Rates are subject to change based on billing rates for future years

### **McCLURE ENGINEERING COMPANY**

#### **DETAILED SCOPE OF WORK**

##### **SW Des Moines Street Utility Improvements**

### **I) PROJECT DESCRIPTION**

- A. The PROJECT includes the reconstruction of SW Des Moines Street (31-foot wide urban section with 8-inch PCC pavement with dowel bars) from the north leg of the intersection with SW Kenworthy Drive to the SW Ordinance Road intersection as well as pavement as necessary to replace the water main along SW Kenworthy Street from SW Lynn Drive to SW Des Moines Street. Additionally, the PROJECT includes the installation of street signs and a southbound center left turn lane and associated pavement markings for the north leg of SW Des Moines Street at the SW Ordinance intersection.
- B. The PROJECT includes installing a 4-foot-wide sidewalk along both sides of SW Des Moines Street with 5-foot-wide sidewalk through the driveways to meet passing spacing requirements. It is assumed that six (6) ADA compliant ramps will be designed and installed at the general location of each existing sidewalk ramp within the project limits.
- C. The PROJECT includes installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS standards.
- D. The PROJECT includes removing existing storm sewer and constructing new storm sewer, new intakes, and manholes, where deemed appropriate by the CONSULTANT along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road. A new culvert will be sized and designed under SW Des Moines Street near the SW Ordinance Road intersection. A drainage report will be completed to determine improvement types and locations along SW Des Moines Street as well as analyze the existing system capacity, downstream capacity, stormwater flows from associated areas contributing to same downstream point, and design assumptions for the storm sewer network at the SW Des Moines Street and SW Ordinance Road intersection. The project will install new storm sewer service stubs. The CONSULTANT will evaluate and recommend combination footing/subdrain on one or both sides of the street in conjunction with the storm sewer pipe.
- E. The PROJECT includes removing the existing sanitary sewer and installing new sanitary sewer and manholes along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road. The new sanitary sewer line will be connected to existing manhole 16J 41 (City GIS manhole) via core drilled. The PROJECT includes reviewing sanitary sewer televising reports and videos to determine service locations. The OWNER will provide the videos and reports for CONSULTANT review. The project will install new sewer services.
- F. The PROJECT includes removing the existing 4-inch water main and installing new 8-inch water main, hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road as well as along SW Kenworthy Drive from SW Lynn Drive to SW Des Moines Street.
- G. Retaining walls are not anticipated on the PROJECT.
- H. Existing right-of-way shall be established via survey. Proposed permanent easements shall be developed along the corridor.
- I. The PROJECT will be let by means of a local letting and the 2024 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and City of Ankeny Supplemental Specifications will be applicable to the design.
- J. The PROJECT includes preliminary and final design and bidding for the project as described above.
- K. The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).

## II) BASIC SERVICES

### A. PHASE 100 – PRELIMINARY PLANNING AND REPORTS

#### 1. Task 101 – Storm Sewer Study and Report

- a. An existing conditions drainage study will be performed by the CONSULTANT to assess the performance of the existing system along SW Des Moines Street. Additionally, the model will include surveyed drainage infrastructure at the intersection of SW Des Moines Street and SW Ordinance Road. This additional modeling will assist in evaluating constraints with downstream storm sewer infrastructure as pertinent to SW Des Moines Street. This method will factor in drainage from adjacent watersheds as relevant to SW Des Moines Street and identify any possible constraints. Infrastructure not surveyed will be assumed based on available GIS data, and these assumptions will be listed in the drainage study.
- b. The drainage study will evaluate a possible future storm sewer connection from SW Ordinance and SW Des Moines Street to a 36" pipe at 704 SW Des Moines Street and provide recommendations for design solutions. This will include review of downstream survey, construction plans, site plans, and available drainage studies.
- c. The CONSULTANT will develop a drainage report depicting the findings of the analysis of existing conditions and describing the optimal design solution. The report will analyze the capacity of the existing system, capacity of downstream storm sewer at the intersection with SW Ordinance Road, and discuss stormwater flows from adjacent drainage areas contributing to adjacent downstream sewer trunks. In addition, the report will list design assumptions and provide analysis, design, and results for new storm sewer for the 2-, 5-, 10-, and 100-year storm events. Maps will be provided for each of the above storm periods. Additional documentation and maps may be included if relevant, as determined by the CONSULTANT and the OWNER.
- d. Deliverables
  - (i) Drainage Report
    - 1) The CONSULTANT will prepare one (1) draft drainage report to the OWNER for review and comment. Upon receipt of comments, the CONSULTANT will revise the report and submit one (1) final drainage report.

### B. PHASE 200 – EXISTING CONDITIONS

#### 1. Task 201 – Existing Conditions (General)

- a. Environmental Review
  - (i) Not included in this agreement.
- b. Cultural Resources Review
  - (i) Not included in this agreement.

### C. PHASE 300 – FUNDING

#### 1. Task 301 – Grant Funding Assistance

- a. Not included in this agreement.

### D. PHASE 400 – PRELIMINARY DESIGN

#### 1. Task 401 – Preliminary Design and Plans

- a. The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way requirements. The CONSULTANT will incorporate potential elements that may affect the

corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, public utilities, franchise utility relocation, and other features of the PROJECT.

- b. Preliminary Roadway Geometrics
  - (i) The CONSULTANT will design roadway geometrics for the PROJECT based on the approved design criteria by the OWNER.
- c. Preliminary Horizontal Alignment and Vertical Profiles
  - (i) Utilizing the preliminary geometric layout, the CONSULTANT will design the horizontal alignment and develop vertical profiles for SW Des Moines Street from the north leg of the SW Kenworthy Drive intersection to SW Ordinance Road.
  - (ii) Pavement will be replaced as necessary along SW Kenworthy Drive to replace the existing water main.
- d. Roadway Modeling and Cross Sections:
  - (i) The CONSULTANT will integrate designed alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
  - (ii) All cross sections will be at 25-foot intervals and driveway centerlines.
- e. Preliminary Acquisition Requirements Identified
  - (i) The CONSULTANT will identify permanent easement needs based on the preliminary design development.
- f. Preliminary Construction Staging and Traffic Control
  - (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential properties along the corridor. It is assumed that the project will be constructed in three (3) stages as property access, roadway pavement, and utilities will be reviewed to determine the limits of construction stages.
  - (ii) Temporary sidewalks will be needed to provide access to the residents' homes located within each staging limit.
  - (iii) The CONSULTANT will develop detour routes for each stage of construction.
- g. Preliminary Storm Sewer Design
  - (i) The drainage study will be utilized to design the storm sewer horizontal and vertical alignment, intake locations, pipe sizes and slopes, and pipe connection along SW Des Moines Street from SW Kenworthy Drive to SW Ordinance Road in accordance with SUDAS Stormwater Management Criteria, Iowa DNR guidelines, SUDAS Standard Specifications, and City of Ankeny Supplemental Specifications.
  - (ii) The drainage study will be used to design a new culvert under SW Des Moines Street to connect to existing public infrastructure downstream.
  - (iii) Design of storm sewer improvements assume SW Des Moines Street is classified as a Collector road and SW Ordinance Road is classified as a Collector road.
  - (iv) The CONSULTANT will design storm sewer service stubs for future sump connections from the new storm sewer pipe or footing/subdrain to 2-feet beyond the right-of-way.



- (v) The CONSULTANT will evaluate and recommend combination footing/subdrain for one or both sides of the street.
  - (vi) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).
- h. Preliminary Sanitary Sewer Design
  - (i) The CONSULTANT will develop a memorandum stating existing and proposed sanitary sewer capacity for each section of pipe to confirm sewer capacity is not lost with new sanitary sewer pipes.
  - (ii) The CONSULTANT will develop a horizontal and vertical alignment for the replacement of the existing sanitary sewer system along SW Des Moines Street from SW Ordinance Road to SW Kenworthy Drive. The design will be completed in accordance with SUDAS, Iowa DNR guidance, and the City of Ankeny Supplemental Specifications.
  - (iii) The CONSULTANT will review the televised videos and reports of the sanitary sewer provided by the OWNER. These reports will determine service locations.
  - (iv) The CONSULTANT will design sanitary sewer service connection from the new sanitary sewer pipe to 2-feet beyond the right-of-way. The CONSULTANT will work with the OWNER to determine if too few or too many services are found and determine which services to add or abandon. The OWNER will investigate the sanitary service line location for 625 SW Des Moines Street and any other services that appear to be unknown. Existing services are expected to be clay pipe.
- i. Preliminary Water Main Design
  - (i) The CONSULTANT will develop a horizontal and vertical alignment for the replacement of the existing water main along SW Des Moines Street from SW Ordinance Road to the north leg valve at SW Kenworthy Drive. Additionally, the water main will be replaced along SW Kenworthy Drive from the east leg of SW Lynn Drive to SW Des Moines Street. The design will be completed in accordance with SUDAS, Iowa DNR, and the City of Ankeny Supplemental Specifications.
  - (ii) Desired water main pipe size is 8-inch, C900. The project is located more than 1,000-ft from a LUST site, therefore DIP pipe is not necessary.
  - (iii) The CONSULTANT will design water main services to stop boxes, which will be located in the proposed sidewalk, if possible. The CONSULTANT will work with the OWNER to determine if too few or too many services are found and determine which services to add or abandon.
  - (iv) Temporary PEX will be designed for staging to allow for continuous residential services.
  - (v) The OWNER will coordinate with the 517 SW Des Moines Street (Holy Trinity Lutheran Church) regarding an agreement as the 6-inch fire service will be out of service during parts of construction.
  - (vi) The OWNER will provide GIS data of water main layout.
- j. Preliminary Sidewalk Design
  - (i) The CONSULTANT will determine the horizontal location of sidewalks and sidewalk ramps.
    - 1) New curb ramps are expected at:
      - a) North ramps (east-west crossing) at SW Ordinance Road intersection (2 ramps)
      - b) East ramp, north side only (north-south crossing) at SW Ordinance Road intersection (1 ramp)
      - c) West ramps (north-south crossing) at SW Kenworthy Drive intersection (2 ramps)
      - d) North ramp (east-west crossing) at SW Kenworthy Drive and SW Lynn Drive intersection (1 ramp)

- k. Preliminary Plans: The CONSULTANT will design and prepare 30% and 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The 30% and 60% plans will include the following:
  - (i) A-Sheets (Title Sheet) – 30% and 60%
  - (ii) B-Sheets (Typical roadway sections and special details) – 30% and 60%
  - (iii) C-Sheets (General notes) – 60%
  - (iv) D-Sheets (SW Des Moines Street) – 30% and 60%
  - (v) E-Sheets (SW Kenworthy Drive) – 30% and 60%
  - (vi) F-Sheets (Removals) – 60%
  - (vii) G-Sheets (Survey control and alignments) – 60%
  - (viii) J-Sheets (Staging layout and traffic control) – 60%
  - (ix) M-Sheets (Storm sewer plan and profile) - 60%
  - (x) MSA-Sheets (Sanitary sewer plan and profile) - 60%
  - (xi) MWM-Sheets (Water main plan and profile) – 60%
  - (xii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design) – 60%
  - (xiii) W-Sheets (Preliminary mainline cross sections at 25-ft intervals and driveway centerlines) – 60%
- l. Utility Relocation Conflict Exhibit
  - (i) The CONSULTANT will develop an overall conflict map and depict where relocations are needed by private utility companies such as electric, gas, cable, fiber optics, telephone, etc.
- m. Sign Inventory
  - (i) The CONSULTANT shall perform a sign inventory along the corridor and document. Special attention shall be placed for signs located on electric and/or light poles.
- n. Working Day Estimate
  - (i) The CONSULTANT shall develop a working day analysis for the construction of the project based on project quantities and project staging for the 60% Check Plan submittal.
- o. Order of Magnitude Opinion of Probable Construction Costs
  - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for 60% project design.
- p. Quality Control
  - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
  - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
- q. Deliverables
  - (i) Working Day Estimate
    - 1) 60% Design - Working Day Estimate Analysis
  - (ii) Order of Magnitude Opinion of Probable Construction Costs
    - 1) Preliminary 60% Design
  - (iii) Preliminary Plans

- 1) The CONSULTANT will submit and distribute the 30% preliminary plan set to the OWNER for review and comment.
  - 2) The CONSULTANT will submit and distribute the 60% preliminary plan set to the OWNER for review and comment.
- (iv) Utility Relocation Conflict Exhibit
- 1) The CONSULTANT will submit a Utility Conflict Exhibit to private utilities located along the PROJECT corridor.
2. Task 413 – Geotechnical Design
- a. The CONSULTANT will prepare a soil boring layout and coordinate with the geotechnical drilling and testing subconsultant to perform soil borings and laboratory testing.
  - b. The CONSULTANT will provide geotechnical analyses and recommendations provided for soil treatments, if needed, and pavement design thickness for PCC for SW Des Moines Street along the project corridor.
  - c. Scope of services does not include recommendations of corrosivity potential for soils with concrete or steel elements, slope stability and settlement, or include borrow design.
  - d. Geotechnical Report
    - (i) The CONSULTANT will prepare one (1) geotechnical report summarizing the findings of the borings and the CONSULTANT'S recommendations for subgrade soil treatments, if needed.
  - e. Deliverables
    - (i) Geotechnical Report

## **E. PHASE 500 – FINAL DESIGN**

1. Task 501 – Final Design and Plans
 

Pre-Final (Check) and Final Design and Plan Preparation

  - a. Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements. The final design will include developing and refining the following:
    - (i) Construction Staging and Traffic Control
    - (ii) Storm Sewer, Sanitary Sewer, and Water Main
    - (iii) Sidewalk and Driveways
    - (iv) Pavement Markings and Traffic Signs
    - (v) Erosion Control
    - (vi) Cross Sections and Modeling
  - b. Check and Final Plans: The CONSULTANT will design and prepare Check (95%) Plan and Final (100%) drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The Check (95%) and Final (100%) plans will include the following:
    - (i) A-Sheets (Title Sheet)
    - (ii) B-Sheets (Typical roadway sections and special details)
    - (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)

- (iv) D-Sheets (SW Des Moines Street)
  - (v) E-Sheets (SW Kenworthy Drive)
  - (vi) F-Sheets (Removals)
  - (vii) G-Sheets (Survey control and alignments)
  - (viii) J-Sheets (Staging layout and traffic control)
  - (ix) K-Sheets (Pavement marking and permanent traffic sign layout)
  - (x) L-Sheets (Intersection jointing and geometric details)
  - (xi) M-Sheets (Storm sewer plan and profile)
  - (xii) MSA-Sheets (Sanitary sewer plan and profile)
  - (xiii) MWM-Sheets (Water main plan and profile)
  - (xiv) R-Sheets (Erosion control and storm water pollution prevention plan)
  - (xv) S-Sheets (Sidewalk layout and tabulation)
  - (xvi) W-Sheets (Mainline cross sections at 25-ft intervals and driveway centerlines)
- c. Special Provisions:
- (i) CONSULTANT shall prepare the following special provisions:
    - 1) Stormwater Pollution Prevention Plan (following the OWNERS' template).
- d. Project Manual:
- (i) The CONSULTANT shall prepare project manual documents that will include City of Ankeny front end documents modified to support the project. The SUDAS Standard Specifications and City of Ankeny Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
- e. Working Day Estimate
- (i) The CONSULTANT shall develop a working day analysis for the construction of the project based on project quantities and project staging for the 95% Check Plan submittal.
- f. Order of Magnitude Opinion of Probable Construction Costs
- (i) The CONSULTANT will prepare one (1) Final Plan Opinion of Probable Construction Cost with a 0% construction contingency for the project.
- g. Quality Control
- (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
  - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- h. Project Permitting
- (i) NPDES Storm Water Permit
    - 1) The CONSULTANT will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the 'initial' Storm Water Pollution Prevention Plan (SWPPP) for the PROJECT using the OWNER's SWPPP template. The OWNER is responsible for implementation during construction.
    - 2) The CONSULTANT is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for

Storm Water Discharge Permit #2 applicable to the site and creation of the 'initial' SWPPP for the site.

- (ii) Iowa DNR Public Water Supply Construction Permit
  - 1) The CONSULTANT will complete the appropriate forms and submit them to the Iowa DNR for approval.
- (iii) Iowa DNR Wastewater Construction Permit
  - 1) The CONSULTANT will complete the appropriate forms and submit them to the Iowa DNR for approval.
- i. Deliverables
  - (i) Working Day Estimate
    - 1) 95% Design - Working Day Estimate Analysis
  - (ii) Order of Magnitude Opinion of Probable Construction Costs
    - 1) Final Design
  - (iii) Plans and Project Manual
    - 1) The CONSULTANT will submit and distribute the 95% check plan set and Project Manual to the OWNER for review and comment.
    - 2) The CONSULTANT will submit and distribute the final plan set and Project Manual to the OWNER five (5) hard copies and one (1) PDF electronic copy) and upload to QuestCDN for bidding.
  - (iv) CAD File in AutoCAD format
    - 1) The CONSULTANT will provide the OWNER with CAD files as detailed in the City of Ankeny Pre-Construction GIS and CAD Submittal Requirements.
  - (v) Permits
    - 1) NPDES Storm Water Permit
    - 2) Iowa DNR Public Water Supply Construction Permit
    - 3) Iowa DNR Wastewater Construction Permit

## **F. PHASE 590 – LAND ACQUISITION**

- 1. Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits
  - a. The CONSULTANT shall prepare an exhibit for property acquisition and will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes shading, lettering, and other techniques to delineate property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.
  - b. The CONSULTANT shall prepare individual property acquisition exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, and site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs, and permanent easement needs. The exhibits will be labeled with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats. For estimating purposes, it is assumed that six (6) exhibits will be prepared.

## **G. PHASE 600 – CONSTRUCTION ADMINISTRATION**

- 1. Task 602 – Advertising, Bidding, Contract Award
  - a. The CONSULTANT shall assist the OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The CONSULTANT will prepare the advertisement.

- b. OWNER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
- c. The CONSULTANT will maintain the plan holder's List.
- d. The CONSULTANT will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
- e. The CONSULTANT shall prepare, and issue all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations.
- f. Bidder Questions
  - (i) The CONSULTANT shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.
- g. Prepare Bid Tabulation
  - (i) The OWNER shall develop tabulation of all bids received within 24 hours of the letting and submit Recommendation of Award letter. The OWNER will attend the bid letting and provide the documentation to the CONSULTANT.
- h. Review Bidders Qualifications
  - (i) The CONSULTANT shall check for correctness and qualifications of apparent low bidders.
- i. The CONSULTANT shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
- j. The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
- k. Deliverables
  - (i) Addenda, if necessary
  - (ii) Answer to Contractor's questions
  - (iii) Bid Tabulation
  - (iv) Recommendation of Award letter
  - (v) Signed Contract, Performance, Payment, and Maintenance Bond from the Contractor

#### **H. PHASE 650 – ONSITE PROJECT REPRESENTATIVE**

- 1. Task 651 – Resident Project Representative
  - a. To be completed by the OWNER or by the CONSULTANT under an Amendment or Separate Agreement.

#### **I. PHASE 700 – SURVEY SERVICES**

- 1. Task 712 – Acquisition Plats and Legal Description



- a. Acquisition and Permanent Easement Plats
  - (i) The CONSULTANT will provide plats, as depicted in the table below, in accordance with the Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. The estimated number of plats for the PROJECT for which this scope of services has been developed is summarized in the following table:

| Parcel Address           | Perm. Ease. | Fee Title |
|--------------------------|-------------|-----------|
| 501 SW Des Moines Street | 1           | 0         |
| 517 SW Des Moines Street | 1           | 0         |
| 531 SW Des Moines Street | 1           | 0         |
| 601 SW Des Moines Street | 1           | 0         |
| 605 SW Des Moines Street | 1           | 0         |
| 609 SW Des Moines Street | 1           | 0         |
| <b>Total</b>             | <b>6</b>    | <b>0</b>  |

- b. If the OWNER determines additional acquisition plats or legal descriptions are necessary, the CONSULTANT shall prepare these via Amendment or Separate Agreement.
  - c. Deliverables
    - (i) Six (6) Permanent Easement Plats
2. Task 735 – Preliminary Design Survey (Topographic and Boundary Survey)
- a. Project Control
    - (i) Horizontal Control – Iowa State Plane (NAD 83 / Iowa South)
    - (ii) Vertical Control – NAVD 88
    - (iii) U.S. Survey Feet
    - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.
  - b. Topographic Survey
    - (i) The CONSULTANT will provide a topographic survey required for developing the design and plans.
    - (ii) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features within 15-feet of the right-of-way that the CONSULTANT determines to meeting project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.
    - (iii) The OWNER will provide the Notice of Survey Letter and will send it to the property owners.

- c. Utility Survey
  - (i) The CONSULTANT will contact Iowa One Call and coordinate public and private utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not located. Any private utility locates that are not included in the Iowa One Call service will be shown as map location, if known.
- d. Boundary Survey
  - (i) The CONSULTANT will perform boundary survey required for the development of the project. The boundary survey shall be in-depth legal survey for which plats are to be developed.
  - (ii) This task includes a thorough search of City, County, and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivision Plats, original government surveys, all irregular land survey, and road establishment records. Copies of such records are to be included in the project file for future reference.
  - (iii) This task includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions, or any other lines indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.
- e. Project Base Map
  - (i) The CONSULTANT will incorporate topographic survey, utility survey, property lines, right-of-way lines, any known easements, and property ownership for parcels located within the project limits into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.
- f. Soil Boring Location Survey
  - (i) The CONSULTANT will perform one (1) mobilization to mark, and spray paint the soil boring locations.
- g. Utility Relocation Staking
  - (i) The CONSULTANT will perform staking to aid in the relocation of franchise utilities. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company (assuming six (6)).
- h. Deliverables
  - (i) The CONSULTANT will provide the OWNER with the structure survey forms.
  - (ii) The CONSULTANT will provide the tabular text file of the existing infrastructure collected as outlined in the City of Ankeny Pre-Construction GIS and CAD Submittal Requirements.

#### **J. PHASE 800 – PROJECT CLOSEOUT**

- 1. Task 801 - Final Inspections and Project Closeout
  - (i) To be completed under a separate agreement or amendment.

#### **K. PHASE 850 - PROJECT MANAGEMENT AND COORDINATION**

- 1. Task 851 – Project Management and Coordination (assumed project timeline of 12 months).
  - a. Project Management
    - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.

- (ii) The CONSULTANT will provide up to 12 monthly progress reporting and project invoices to the OWNER.
    - (iii) The CONSULTANT will conduct internal design review meetings.
    - (iv) The CONSULTANT will develop and maintain the PROJECT schedule.
    - (v) The CONSULTANT will maintain documentation of pertinent correspondence made by email, memos, letters, telephone, etc.
    - (vi) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
  - b. Design Development Meetings
    - (i) The CONSULTANT will develop an agenda, attend, and provide meeting minutes of two (2) meetings with the OWNER to discuss project plans, construction details, construction staging, project schedule, and other miscellaneous purposes.
    - (ii) For budget purposes, these meetings will include up to three (3) staff members of the CONSULTANT.
  - c. Preliminary Field Review Meeting
    - (i) After the review of the 30% plan submittal, the CONSULTANT and the OWNER will attend one (1) field review to review the project and take field notes.
    - (ii) Meeting minutes will be developed and submitted after the meeting.
  - d. Utility Coordination
    - (i) The CONSULTANT shall submit the 30%, 60%, and Final plans to each utility company to inform the companies of the upcoming PROJECT and progress.
    - (ii) The CONSULTANT shall perform a total of two (2) individual coordination meetings with each of the six (6) affected utility companies. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations.
    - (iii) The CONSULTANT will perform coordination efforts electronically with each utility company.
    - (iv) The CONSULTANT will review utility relocation plans and provided by the franchise utilities. For budget purposes, the CONSULTANT will review six (6) utility relocation plans two (2) times.
    - (v) If necessary, subsurface investigation will be completed either by the utility company or via an Amendment or Separate Agreement.
  - e. Deliverables
    - (i) The CONSULTANT will submit the following to the OWNER:
      - 1) Progress Reports and Invoices (estimated at 12)
      - 2) Meeting agendas and meeting minutes for each meeting described in Phase 850.
      - 3) Review comments of utility relocation plans.
2. Task 860 – Public Engagement
- a. Project Information Meetings
    - (i) The CONSULTANT will conduct one (1) project information meeting that will be attended by three (3) staff members of the CONSULTANT. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
    - (ii) The CONSULTANT will prepare a short presentation, display materials, comments and sign-

- in sheets, and project hand out information for the meeting.
- (iii) The CONSULTANT will compile written and oral comments and submit them to the OWNER.
- (iv) The OWNER will prepare the notice and mail the public notification.
- (v) The OWNER will reserve the meeting facility.
- b. City Council Presentation
  - (i) Not included in this agreement.
- 3. Task 861 – Individual Property Owner Meetings
  - a. The CONSULTANT shall perform up to six (6) individual property owner meetings. Staff of the OWNER will be involved in the meeting.
  - b. The CONSULTANT will develop meeting minutes of discussions held.

#### **L. PHASE 950 – SUBCONSULTANTS AND FEES**

- 1. Task 951 – Geotechnical Borings and Testing (Allender-Butzke)
  - a. The CONSULTANT will mark soil boring locations in the field for the subconsultant. Geotechnical exploration consists of truck mounted drilling equipment for soil borings, mobilization with vehicle and core trailer for pavement cores, boring and core locations, utility locations (Iowa One Call), City permits, traffic control, drill and sample 3 soil samples at 20-feet deep and 5 pavement core samples (with core photos).
  - b. The CONSULTANT will review field data and assign various laboratory tests, which are anticipated to consist of:
    - (i) Moisture Content
    - (ii) Dry Unit Weight
    - (iii) Attenberg limits - (1 test)
    - (iv) Grain size distribution (sieve analyses) - (1 test)
    - (v) Standard Proctor Test – (1 test)
- 2. Task 952 – Land Acquisition (JCG Land Services)
  - a. Record of property ownership and liens certificates
    - (i) Based on the final design of the public improvement project, JCG will identify those parcels that are expected to be encumbered by an easement to identify current ownership. For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. It is assumed that reports will be needed for six (6) parcels. The reimbursable expenses for procuring the Recertified Record of Ownership and Liens for each parcel will be based on the cost, as noted on JCG's project Invoices.
  - b. Compensation valuation
    - (i) JCG will prepare offers of compensation based upon the current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated, estimated to exceed \$10,000 and an appraisal is requested by the landowner, or estimated to exceed \$25,000.00, JCG will

recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products. JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The OWNER shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The reimbursable expenses for procuring appraisal and review appraisal reports for each parcel will be based on the cost, as noted on JCG's project Invoices.

- (ii) One (1) appraisal and one (1) appraisal review are expected for this PROJECT for 517 SW Des Moines Street. Compensation Estimates (sales search and appraisal waiver) are expected for the five (5) other properties expected to have permanent easements.

c. Acquisition process

- (i) Forms of easement documents and purchase agreements will be submitted to the OWNER for approval and acceptance.
- (ii) JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owners, tenants and/or their legal representatives to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, JCG shall consider any evidence of value, or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation on whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the OWNER.
- (iii) Negotiations shall be considered complete upon occurrence of one of the following:
  - 1) both the owner and tenant accept the offer or an administrative settlement, or
  - 2) either the owner or tenant fails or refuses to sign the offer or administrative settlement after four in-person meetings to discuss the associated acquisition and offer, or
  - 3) in the judgment of the OWNER, negotiations have reached an impasse.
- (iv) JCG may enter into extended negotiations (meetings beyond four unsuccessful attempts) at the request of the OWNER. The time associated with extended negotiations will be tracked on a time and materials basis and may warrant a change of order if there is a budget overage. Design changes during negotiations that necessitate duplications of efforts and/or lead to extended negotiations will also be tracked and may warrant a change order, or change orders, in the event(s) of a budget overage. For every parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to the OWNER as is necessary for their Attorney to begin preparation for the condemnation of the parcel.

d. Closing process

- (i) Upon completion of the easement acquisitions, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the OWNER for payment processing. The completed file will contain originals of all executed agreements, easements, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

- e. Condemnation Support (Additional Service, If Necessary)
    - (i) In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for the OWNER's attorney, or other attorney, to file the Application for Condemnation. If requested, JCG will (UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT) attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, JCG will also provide additional support and administrative services as requested in support of the condemnation process on a case-by-case basis.
  - f. Project Management
    - (i) Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the OWNER and/or its contractors as necessary, and submit periodic status reports to OWNER's personnel that will calculate the level of completion of each respective task in the process.
3. Task 970 – Reimbursable Permit and Publication Fees
- a. Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.
  - b. Iowa DNR NPDES Stormwater Discharge Permit fee.
  - c. Iowa DNR Water Supply Section Permit fee.
  - d. Iowa DNR Wastewater Construction Permit fee.
  - e. QuestCDN download fees are included.



### III) FEES:

The fees for Engineering Services shall be described below:

#### A. BASIC SERVICES (Hourly Not to Exceed):

These fees are based on the scope of services described for the respective tasks, however, if additional services are required beyond what has been described, this shall be added via a supplemental agreement or contract amendment.

| BASIC SERVICES                                                             | Total            |
|----------------------------------------------------------------------------|------------------|
| <b>1. PHASE 100 – PRELIMINARY PLANNING AND REPORTS</b>                     |                  |
| a. Task 101 – Storm Sewer Study and Report                                 | \$15,800         |
| <b>2. PHASE 400 – PRELIMINARY DESIGN</b>                                   |                  |
| a. Task 401 – Preliminary Design and Plans                                 | \$55,600         |
| b. Task 413 – Geotechnical Design                                          | \$1,200          |
| <b>3. PHASE 500 – FINAL DESIGN</b>                                         |                  |
| a. Task 501 – Final Design and Plans                                       | \$58,000         |
| <b>4. PHASE 590 – LAND ACQUISITION</b>                                     |                  |
| a. Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits | \$2,500          |
| <b>5. PHASE 600 – CONSTRUCTION ADMINISTRATION</b>                          |                  |
| a. Task 602 – Advertising, Bidding, and Contract Award                     | \$4,100          |
| <b>6. PHASE 700 – SURVEY SERVICES</b>                                      |                  |
| a. Task 712 – Acquisition Plats and Legal Description                      | \$4,800          |
| b. Task 735 – Preliminary Design Survey                                    | \$29,000         |
| <b>7. PHASE 850 – PROJECT MANAGEMENT AND COORDINATION</b>                  |                  |
| a. Task 851 – Project Management and Coordination                          | \$19,300         |
| b. Task 860 – Public Engagement                                            | \$4,200          |
| c. Task 861 – Individual Property Owner Meetings                           | \$2,700          |
| <b>8. PHASE 950 – SUBCONSULTANT AND REIMBURSABLE FEES</b>                  |                  |
| a. Task 951 – Geotechnical Borings and Testing (Allender-Butzke)           | \$7,100          |
| b. Task 952 – Land Acquisition Services (JCG Land Services)                | \$29,400         |
| c. Task 970 – Reimbursables – Permits, Applications, and Publication Fees  | \$2,200          |
| <b>Total Hourly Not to Exceed Fee:</b>                                     | <b>\$235,900</b> |

#### M) TIMELINE:

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

##### A. General Schedule

| Milestone                                                                   | Timeline                               |
|-----------------------------------------------------------------------------|----------------------------------------|
| Notice to Proceed                                                           | March 19, 2024                         |
| Topo and Boundary Survey                                                    | March 19, 2024 – April 5, 2024         |
| Geotechnical Investigation                                                  | March 2024 – May 2024                  |
| Preliminary Plan Design (30%)                                               | April 8, 2024 – April 22, 2024         |
| Drainage Study & Report                                                     | April 8, 2024 – April 22, 2024         |
| Preliminary Plans (30%) and Drainage Report Submittal to City and Utilities | April 22, 2024                         |
| OWNER Review of 30% Plans and Drainage Report (2 weeks)                     | April 22, 2024 – May 6, 2024           |
| On-Site Field Review Meeting                                                | May 6, 2024                            |
| Order and Obtain Title Certifications (2 Weeks)                             | May 7, 2024                            |
| Preliminary Design (60%)                                                    | May 7, 2024 – June 24, 2024            |
| Preliminary Plans (60%) Submittal to City and Utilities                     | June 24, 2024                          |
| OWNER Review 60% Plans (2 weeks)                                            | June 24, 2024 – July 8, 2024           |
| Preliminary Plans (60%) Review Meeting (DDM #1)                             | July 11, 2024                          |
| Project Information Meeting                                                 | July 16, 2024                          |
| Develop Acquisition Plats (After PIM)                                       | July 17, 2024 – July 29, 2024          |
| Check (95%) Design and Plans                                                | July 17, 2024 - October 28, 2024       |
| Order and Obtain Appraisals (4 – 6 Weeks After Plats)                       | July 29, 2024 – September 2, 2024      |
| Appraisal Review (1 – 2 Weeks After Appraisal Reports)                      | September 2, 2024 – September 16, 2024 |
| Acquisition Negotiations (1 – 3 Months)                                     | September 16, 2024 – December 15, 2024 |
| Check Plan (95%) Submittal to City and Utilities                            | October 28, 2024                       |
| OWNER Check Plan (95%) Review (2 weeks)                                     | October 28, 2024 – November 11, 2024   |
| Check Plan (95%) Review Meeting (DDM #2)                                    | November 14, 2024                      |
| Final Plans Design                                                          | November 11, 2024 – December 20, 2024  |
| Acquisitions Complete (Assume 3 Months Negotiations)                        | December 15, 2024                      |
| Final Plan Submittal                                                        | December 20, 2024                      |
| OWNER Review Final Plans                                                    | December 20, 2024 – December 30, 2024  |
| City Council Set Hearing and Letting Dates                                  | January 6, 2025                        |

|                                                |                         |
|------------------------------------------------|-------------------------|
| Bid Letting (Local)                            | January 28, 2025        |
| Public Hearing to Review Bids & Award Contract | February 3, 2025        |
| Construction                                   | Spring 2025 – Fall 2025 |
| Project Closeout                               | Winter 2025             |

A) Schedule Delays

The CONSULTANT shall not be responsible for delays in the schedule that are beyond the CONSULTANT's control.

**V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT**

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Septic system reconstruction plans
- Street lighting design
- Irrigation (lawn sprinkler) restoration plans or specifications
- Media correspondences and public outreach planning documents
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction material testing services
- Construction staking, RPR, and construction administration services
- Record drawings
- Project management and coordination tasks beyond the scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Other services not specifically outlined in this Agreement

## EXHIBIT D

### McCLURE ENGINEERING COMPANY

#### PROJECT DESIGN CRITERIA

#### SW DES MOINES STREET UTILITY IMPROVEMENTS



| Roadway Design Criteria                                |                                                                                                                                                                                                                                                |                                                                 |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Design Parameter                                       | Value                                                                                                                                                                                                                                          | Source/Notes                                                    |
| Roadway Classification                                 | Collector (SW Des Moines Street)                                                                                                                                                                                                               | City Specified in Scoping Meeting                               |
| Design Speed                                           | 30                                                                                                                                                                                                                                             | City Specified in Scoping Meeting                               |
| Posted Speed                                           | 25                                                                                                                                                                                                                                             | City Specified in Scoping Meeting                               |
| Roadway Sections                                       | 31-ft B/B, 6" modified subbase, 6" subgrade preparation; Thickness (TBD)                                                                                                                                                                       | City Specified in Scoping Meeting                               |
| Backslopes                                             | 4:1 Maximum                                                                                                                                                                                                                                    | SUDAS, Table 5C-1.01                                            |
| Parkway Slopes                                         | 4% Typical with 1% to 10% variance depending on drainage and grading                                                                                                                                                                           | City Standard                                                   |
| Minimum Roadway Slope                                  | 0.6% (Preferred); 0.5% (Acceptable)                                                                                                                                                                                                            | SUDAS, Table 5C-1.01 & 1.02                                     |
| Maximum Roadway Slope                                  | 5.0% (Preferred); 12% (Acceptable)                                                                                                                                                                                                             | SUDAS, Table 5C-1.01 & 1.02                                     |
| Curb Radii                                             | Utilize Intersection Design Vehicle for SW Kenworthy Dr/SW Des Moines St. Intersection and SW Ordinance/SW Des Moines St Intersection                                                                                                          | SUDAS Section 5C-2.R                                            |
| Taper Ratio                                            | 15:1                                                                                                                                                                                                                                           | SUDAS Table 5C-2.01                                             |
| Roadway Pavement                                       | PCC                                                                                                                                                                                                                                            | City Specified in Scoping Meeting                               |
| Roadway Pavement Cross Slope                           | 2.0%                                                                                                                                                                                                                                           | City Standard                                                   |
| Clear Zone                                             | 6-ft (Preferred); 4-ft (Acceptable)                                                                                                                                                                                                            | SUDAS 5C-1, C, 1                                                |
| Stopping Sight Distance                                | 200-ft                                                                                                                                                                                                                                         | SUDAS, Table 5C-1.01 & 1.02                                     |
| Minimum Horizontal Curve Radius without Superelevation | 333                                                                                                                                                                                                                                            | SUDAS, Table 5C-1.01 & 1.02                                     |
| Minimum Vertical Curve K - Crest                       | 30                                                                                                                                                                                                                                             | SUDAS, Table 5C-1.01                                            |
| Minimum Vertical Curve K - Sag                         | 37                                                                                                                                                                                                                                             | SUDAS, Table 5C-1.01                                            |
| Minimum Vertical Curve Length                          | 75                                                                                                                                                                                                                                             | SUDAS, Table 5C-1.01 & 1.02                                     |
| Minimum Intersection Sight Distance                    | 335-ft (Left Turn from Stop); 290-ft (Right Turn from Stop)                                                                                                                                                                                    | SUDAS Table 5L-4.03                                             |
| Retaining Wall Types                                   | N/A                                                                                                                                                                                                                                            | N/A                                                             |
| Driveway Aprons                                        | 6" PCC (Residential) & 7" PCC (Commercial); Match Existing Width; Refer to City of Supplemental Specifications for additional details                                                                                                          | SUDAS Table 5L-4.01; City of Ankeny Supplemental Specifications |
| Driveway Slopes                                        | Residential: 9.5% Apron Slope (With 2.0% Roadway Cross-Slope and 1.5% Sidewalk Slope); 1.5" Curb Drop Height; 3-ft Flare<br>Commercial: 7.0% Apron Slope (With 2.0% Roadway Cross-Slope and 1.5% Sidewalk Slope); 2.0" Curb Drop Height; Radii | SUDAS Figure L-4.02; City of Ankeny Supplemental Specifications |

| Storm Sewer Design Criteria            |                                                                                                               |                           |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|
| Design Parameter                       | Value                                                                                                         | Source/Notes              |
| Minor Storm for Intake & Pipe Capacity | 5-year (Local and Collector)                                                                                  | SUDAS 2A-3, B, 1 & 2      |
| Minor Storm Spread                     | No curb overtopping. Flow may spread to crown of street (Collector)                                           | SUDAS 2A-3, Table 2A-3.01 |
| Major Storm for Intake & Pipe Capacity | 100-year                                                                                                      | Suda's 2A-3, B, 1 & 2     |
| Major Storm Spread                     | Ponded area should not exceed the street ROW and depth of water above street crown should not exceed 6-inches | SUDAS 2A-3, Table 2A-3.02 |
| Minimum Pipe Size                      | 15-inch                                                                                                       | SUDAS 2D-1, D, 3          |
| Minimum Pipe Slope                     | As required for min. velocity, 1.0% cross runs                                                                | SUDAS 2D-1, D, 7          |
| Minimum Pipe Velocity                  | 3 fps for Design Storm                                                                                        | SUDAS 2D-1, D, 4          |
| Maximum Pipe Velocity                  | 15 fps                                                                                                        | SUDAS 2D-1, D, 4          |
| Preferred Storm Intake Type            | Throat and Grate (SW-501, SW-505, etc.)                                                                       | City Staff                |
| Pipe Material                          | RCP: n=0.013                                                                                                  | Industry Standard         |

| Sanitary Sewer Design Criteria  |                                                               |              |
|---------------------------------|---------------------------------------------------------------|--------------|
| Design Parameter                | Value                                                         | Source/Notes |
| Minimum Pipe Size               | 8-inch                                                        | City Staff   |
| Minimum Pipe Slope              | 0.60%                                                         | City Staff   |
| Castings                        | Self-Level EJ Castings; Cretex Pro-Rings for Adjustment Rings | City Staff   |
| Preferred Manhole Type          | Precast Manholes with A-loks                                  | City Staff   |
| New to Existing Pipe Connection | Fernco Stongback Coupler                                      | City Staff   |
| Elevation Drops                 | Over 2-ft use External Drop, Under 2-ft use Internal Drop     | City Staff   |
| Pipe Material                   | Truss Pipe                                                    | City Staff   |

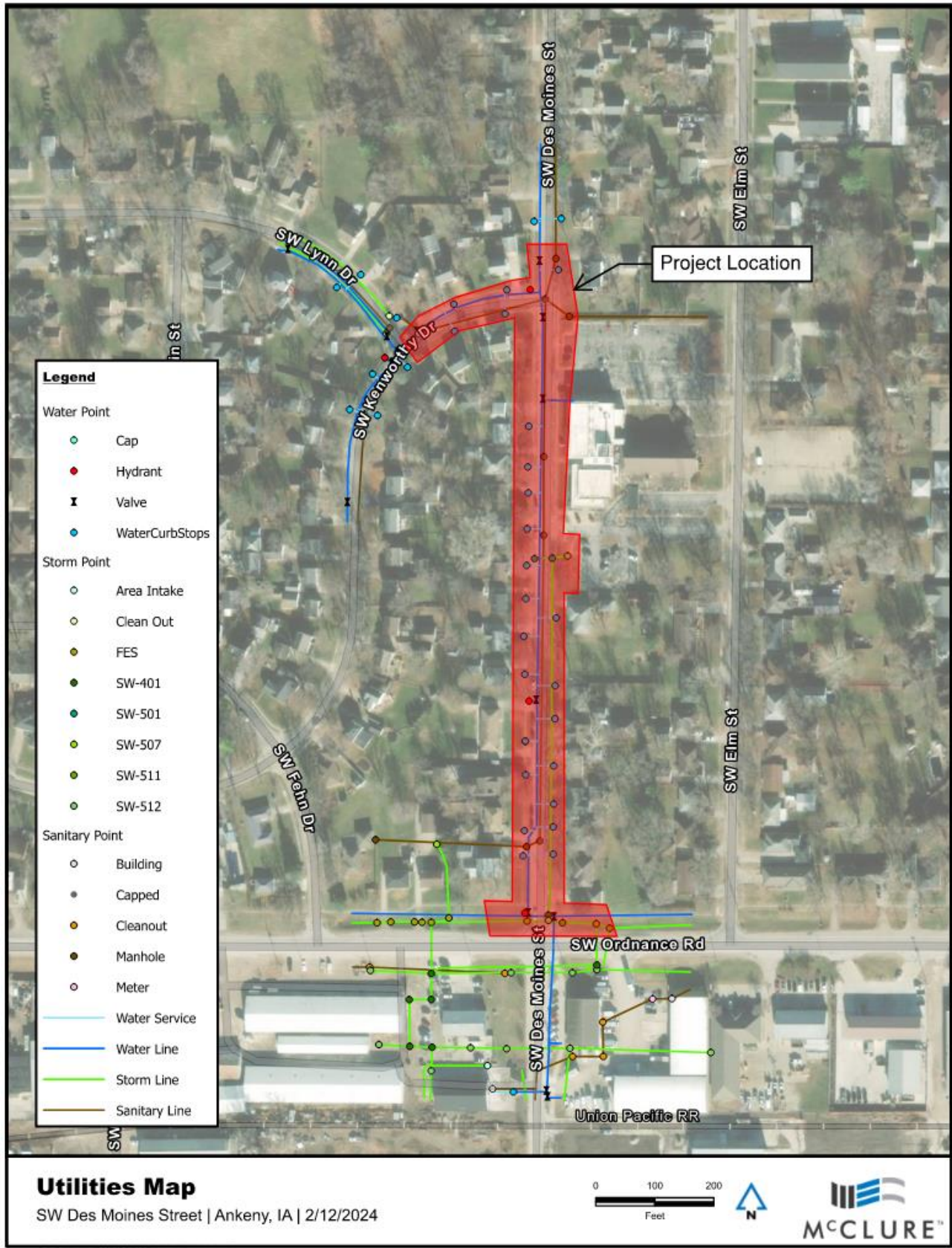
### McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



**OWNER** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all local governmental authorities having jurisdiction over the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.







# Exhibit H

## City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit H 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 H.
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 H.
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 H

## City of Ankeny Insurance Requirements for Professional Services

### A) COMMERCIAL GENERAL LIABILITY

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

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

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

### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

|            |                           |
|------------|---------------------------|
| Coverage A | Statutory – State of Iowa |
| Coverage B | Employers Liability       |

|                       |           |
|-----------------------|-----------|
| Each Accident         | \$100,000 |
| Each Employee-Disease | \$100,000 |
| Policy Limit-Disease  | \$500,000 |

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

### D) UMBRELLA LIABILITY \$ 2,000,000

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

## Exhibit H

### City of Ankeny Insurance Requirements for Professional Services

**E) PROFESSIONAL LIABILITY**

\$ 2,000,000

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

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

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

**F) CONTRACTOR'S ENVIRONMENTAL LIABILITY**

\$ 2,000,000

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

## Exhibit H

### City of Ankeny Insurance Requirements for Professional Services

#### Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

# EXHIBIT I

**McCLURE ENGINEERING COMPANY**  
SUBCONSULTANTS SCOPE & FEES  
SW Des Moines Street Utility Improvements

**CLIENT**

McClure

**PROJECT NAME**Ankeny - SW Des  
Moines Street**BID DATE**

3/1/2024

**ADDRESS**

335 SE Oralabor Rd

**CITY/STATE/ZIP**

Ankeny, IA 50021

**PHONE**

515-293-4518

**E-MAIL**

sport@mcclurevision.com

**PREPARED BY:**

Mike Holsapple

Urbandale Public  
Works Project  
Manager

## ROW Services Cost Estimate Breakdown

City of Ankeny | SW Des Moines Street

Estimated Number of Parcels: 6

| Description of Expenses                                   | Amount | Hours | Unit Price | Total              |
|-----------------------------------------------------------|--------|-------|------------|--------------------|
| Title Reports                                             | 6      |       | \$350.00   | <b>\$2,100.00</b>  |
| Project Data Book                                         |        |       |            |                    |
| Compensation - Appraisals & Review Appraisals             | 1      |       | \$5,000.00 | <b>\$5,000.00</b>  |
| Compensation - Appraisal Waivers                          | 5      | 10    |            | <b>\$1,100.00</b>  |
| GIS/GPS Easement Exhibits                                 |        |       |            |                    |
| GIS/GPS Easement Mapping                                  |        |       |            |                    |
| Title Research & Transfer Doc Prep.                       |        | 30    |            | <b>\$3,030.00</b>  |
| Acquisition Process                                       |        | 111   |            | <b>\$12,210.00</b> |
| Project Management                                        |        | 34    |            | <b>\$4,692.00</b>  |
| JCG Expenses (mileage, lodging, per diem, postage, misc.) |        |       | \$1,268.00 | <b>\$1,268.00</b>  |
| <b>JCG In-House Fees</b>                                  |        |       |            | <b>\$22,300.00</b> |
| <b>Reimbursable Expenses</b>                              |        |       |            | <b>\$7,100.00</b>  |
| <b>Total ROW Cost Estimate</b>                            |        |       |            | <b>\$29,400.00</b> |
| <b>Cost Estimate Per Parcel</b>                           |        |       |            | <b>\$4,900.00</b>  |

This project cost estimate is valid for 90 days from the bid date listed above.

SIGN BELOW TO ACCEPT QUOTE:

\_\_\_\_\_  
AUTHORIZED REP\_\_\_\_\_  
DATE



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** SW Des Moines Street Reconstruction **PN:** 241127  
**PROJECT ADDRESS:** From SW Ordinance Road to SW Kenworthy Drive  
Ankeny, Iowa  
**CLIENT:** McClure - Attn: Scott Port, P.E.  
**ADDRESS:** 1360 NW 121<sup>st</sup> Street  
Clive, Iowa

**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment for soil borings, mobilization with vehicle and core trailer for pavement cores, boring and core locations, utility locations (Iowa One Call), City permits, traffic control, drill and sample 3 soil borings 20 feet deep, core pavement at 5 locations (with core photos), laboratory testing (includes moisture contents, dry densities, unconfined compressive strength tests and 1 Atterberg limits, 1 grain size analysis, and 1 standard Proctor test for soil classification), engineering analysis, and written report.

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$7,100.00. Consultation subsequent to completion of report will be invoiced at current engineering rates.

**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. ABE will contact Iowa One Call for public utility locates. Private utility locates will be the responsibility of the City and should be properly marked prior to the drill crew arriving at the site.





ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

|                          |
|--------------------------|
| <b>Click to download</b> |
| No Attachments Available |



ANKENY CITY COUNCIL

City Council Agenda

March 18, 2024  
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:

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ACTION REQUESTED:

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LEGAL:

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SUBJECT:

- *Public Hearing - Property Tax Levy for Fiscal Year July 1, 2024 - June 30, 2025 - 4/1/24 @ 5:00 p.m.*
- *Public Hearing - 2024 PCC Street Patching Program - 4/1/24 @ 5:30 p.m.*
- *Public Hearing - 2024 PCC Pavement Preservation Program - Crack & Joint Filling - 4/1/24 @ 5:30 p.m.*
- *Public Hearing - NE 62nd St RCB Over Tributary to Four Mile Creek - 4/1/24 @ 5:30 p.m.*
- *Public Hearing - 2024 CIPP Lining Project - 4/1/24 @ 5:30 p.m.*
- *Public Hearing - 2024 Asphalt St Resurfacing Program - SW Ordinance Road - 4/15/24 @ 5:30 p.m.*
- *Public Hearing - NE 36th St & NE 38th St Water Main - 4/15/24 @ 5:30 p.m.*

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EXECUTIVE SUMMARY:

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FISCAL IMPACT: No

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CITY MANAGER'S RECOMMENDATIONS:

---

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

**Click to download**

No Attachments Available