



ANKENY CITY COUNCIL

Regular Meeting

Monday, March 4, 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=OEFocWZGS0NYUmtnVHNxcWZFak9PdZ09>

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the March 4, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the March 4, 2024 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2024-12 Proposed Magazine Ground Storage Reservoir Rehabilitation Project

Action# C1-1. Consider motion to close Public Hearing 2024-12.

2. PH 2024-13 Proposed 2024 PCC Pavement Preservation Program - SE Shurfine Drive

Action# C2-1. Consider motion to close Public Hearing 2024-13.

3. PH 2024-14 Proposed SW Magazine Road & SW State Street Intersection Improvements - West Leg

Action# C3-1. Consider motion to close Public Hearing 2024-14.

4. PH 2024-15 Proposed Issuance of Not to Exceed \$17,500,000 General Obligation Bonds

Action# C4-1. Consider motion to close Public Hearing 2024-15.

5. PH 2024-16 Proposed Issuance of Not to Exceed \$500,000 General Obligation Urban Renewal Bonds

Action# C5-1. Consider motion to close Public Hearing 2024-16.

6. PH 2024-17 Proposed Issuance of Not to Exceed \$4,500,000 Water Revenue Bonds

Action# C6-1. Consider motion to close Public Hearing 2024-17.

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 February 19, 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 January 17, 2024. |
| CA - 3 | Receive and file minutes of the Zoning Board of Adjustment meeting of December 5, 2023. |
| CA - 4 | Receive and file minutes of the Library Board of Trustee meeting of January 18, 2024. |

- **Licenses and Permits**

- CA - 5** Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 6** Consider motion to approve 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.
- CA - 7** Consider motion to approve 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.
- CA - 8** Consider motion to approve 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.
- CA - 9** Consider motion to approve Payment #11 in the amount of \$14,068.75 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.
- CA - 10** Consider motion to approve 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.
- CA - 11** Consider motion to approve 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.
- CA - 12** Consider motion to approve 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.
- CA - 13** Consider motion to approve Payment #1 in the amount of \$8,385.95 to Snyder & Associates, Inc., for engineering services on the Watercrest Park expansion project.
- CA - 14** Consider motion to approve 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.
- CA - 15** Consider motion to approve 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.
- CA - 16** Consider motion to approve 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.
- CA - 17** Consider motion to approve 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.
- CA - 18** Consider motion to approve 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.
- CA - 19** Consider motion to approve Payment #34 in the amount of \$1,166.00 to Strand, for engineering services on the Ankeny ASR project.
- CA - 20** Consider motion to approve the March 4, 2024 Accounts Payable.

- **Personnel Items**

- CA - 21** Consider motion to approve a new classification position description for Deputy Building Official in the Community Development Department.
- CA - 22** Consider motion to approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.

- **Engineering Items**

- CA - 23** Consider motion to adopt a **RESOLUTION** 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**

- CA - 24** Consider motion to adopt **RESOLUTION** approving construction contract and bond with HPC, LLC, in the amount of \$5,950,000.00 for the Ankeny Fire Station No. 4 project.
- CA - 25** **Delaware Ground Storage Reservoir Rehabilitation Project:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** 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.
- CA - 26** **Midway Park Restroom Construction:** Consider motion to approve; a) Certificate of Completion; b) **RESOLUTION** 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.
- CA - 27** Consider motion to adopt **RESOLUTION** 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.
- CA - 28** Consider motion to adopt **RESOLUTION** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street).
- CA - 29** Consider motion to adopt **RESOLUTION** 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.
- CA - 30** Consider motion to adopt **RESOLUTION** 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.)
- CA - 31** Consider motion to adopt **RESOLUTION** 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.)
- CA - 32** Consider motion to adopt **RESOLUTION** 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.)

- CA - 33** Consider motion to adopt **RESOLUTION** 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 Items**

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

- CA - 35** Consider motion to 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 Items**

1. Consent Agenda Items CA-1 through CA-36

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-36.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. 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)

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2162, sending it on its final passage and publication as required by law.

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)

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2163, sending it on its final passage and publication as required by law.

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.

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2164, sending it on its final passage and publication as required by law.

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

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2165.

I. **OLD BUSINESS: none**

J. **NEW BUSINESS:**

1. Proposed Magazine Ground Storage Reservoir Rehabilitation (PH 2024-12)

Action# J1-1.

Consider motion to adopt 1) RESOLUTION 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 making award of construction contract with O & J Coatings in the amount of \$289,000.00.

2. Proposed 2024 PCC Pavement Preservation Program - SE Shurfine Drive (PH 2024-13)

Action# J2-1.

Consider motion to adopt 1) RESOLUTION 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 making award of construction contract with Caliber Concrete, LLC in the amount of \$290,338.00; and 4) adopt RESOLUTION approving contract and bonds with Caliber Concrete, LLC in the amount of \$290,338.00.

3. Proposed SW Magazine Road & SW State Street Intersection Improvements - West Leg (PH 2024-14)

Action# J3-1.

Consider motion to adopt 1) RESOLUTION 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 making award of construction contract with Manatt's, Inc. in the amount of \$295,089.02; and 4) adopt RESOLUTION approving contract and bonds with Manatt's, Inc. in the amount of \$295,089.02.

4. Proposed Issuance of Not to Exceed \$17,500,000 General Obligation Bonds (PH 2024-15)

Action# J4-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$17,500,000 General Obligation Bonds.

5. Proposed Issuance of Not to Exceed \$500,000 General Obligation Urban Renewal Bonds (PH 2024-16)

Action# J5-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds.

6. Proposed Issuance of Not to Exceed \$4,500,000 Water Revenue Bonds (PH 2024-17)

Action# J6-1. Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 Water Revenue Bonds.

7. Proposed Issuance of \$17,425,000 General Obligation Bonds, Series 2024A

Action# J7-1. Consider motion to adopt RESOLUTION authorizing the issuance of \$17,425,000 General Obligation Bonds, Series 2024A, and levying a tax for the payment thereof.

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

Action# J8-1. Consider a motion 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.

Action# J8-2. Consider a motion 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.

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 - SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal - 3/18/24 @ 5:30 p.m.***
- ***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 and Joint Filling – 4/1/24 @ 5:30 p.m.***
- ***Public Hearing - NE 62nd Street 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.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtNVDhNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the March 4, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the March 4, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2024-12: Proposed Magazine Ground Storage Reservoir Rehabilitation Project

EXECUTIVE SUMMARY:

The Magazine Ground Storage Reservoir Rehabilitation 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 and any associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap.

The Bid Opening for this project was held on Tuesday, February 28, 2024. Twelve (12) bids were received as follows:

O & J Coatings \$289,000.00
J. R. Stelzer Co. \$333,250.00
MW Cole Construction \$371,300.00
L. C. United Painting Co. \$383,000.00
Tanks Co, Inc. \$412,500.00
Classic Protective Coatings \$416,730.00
Viking Painting \$418,600.00
Slack Painting LLC \$439,530.00
Worldwide Industries \$465,365.00
Tank Pro, Inc. \$475,141.00
Seven Brothers Painting \$481,600.00
TMI Coatings \$677,000.00

The Engineer's Estimate for the project was \$386,000.00. The bids ranged from approximately 25% below to 75% above the estimate. The City Council approved 2024 - 2028 Capital Improvement Program includes \$646,000 specifically for the painting of this facility in 2024, but it also included the interior which was determined not necessary at this time based upon information provided within the results of the inspection provided by Dixon Engineering. The City reviewed the bid results both internally and with the project's engineering consultant. We have checked references of the contractor, and it sounds like they have successfully completed previous projects within budget and on schedule. It is recommended that the project be awarded to O & J Coatings, of Hurst, Texas.

Pending project approval and award by City Council, the contractor will have until October 25, 2024, to complete the project, with a starting date of no earlier than April 1, 2024. Work on the project is prohibited between June 3, 2024, and September 6, 2024, as this is our summer season where the need for this facility is greatest.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with painting 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 estimated cost (\$386,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Magazine Ground Storage Reservoir Rehabilitation Project.

3. Receive and file the report of bids received on February 28, 2024.

4. Approve Resolution, making award of construction contract to O & J Coatings, of Hurst, Texas.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 5, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as February 28, 2024, and setting the public hearing date as March 4, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-12.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 RES - plans, specs
 Bid Sheet
 Bid Tabulation
 Resolution - Making Award
 Project Location Map



PUBLIC HEARING 2024-12

5:30 P.M.

MARCH 4, 2024

PROPOSED MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION

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 Magazine Ground Storage Reservoir Rehabilitation project. Notice of this hearing was published in the Des Moines Register on the 16th day of February, 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, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2024-12.

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 MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION", 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
MAGAZINE GROUND STORAGE RESERVOIR
REHABILITATION

WHEREAS, on the 5th 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 Magazine Ground Storage Reservoir Rehabilitation; 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 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



BID LETTING

10:30 A.M.

FEBRUARY 27, 2024

MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Magazine Ground Storage Reservoir Rehabilitation project in accordance with the Plans and Specifications prepared by Dixon Engineering.

Don Clark, Director of Municipal Utilities

Project Estimate of Cost \$386,000.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ☒	L.C. United Painting Co 3525 Barbara Drive Sterling Heights MI 48310	383,000 ⁰⁰	
2) ☒	Worldwide Industries Corp. 470 Mitchell Hill Road Butler PA 16002	465,365 ⁰⁰	
3) ☒	MW Cole Construction 2989 Bonifay Path The Villages, FL 32163	371,300 ⁰⁰	
4) ☒	Seven Brothers Painting Inc 50805 Rizzo Dr Shelby Twp MI 48315	481,600 ⁰⁰	
5) ☒	Viking Painting LLC 10905 Harrison St La Vista NE 68128	418,650 ⁰⁰	
6) ☐	Tanks Co Inc Fort Worth TX 76134	412,500 ⁰⁰	

*Apparent Low Bidder

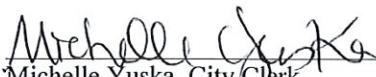
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	TMI Coatings 3291 Terminal Dr St Paul MN 55121	677,000 ^{ce}	
8) ✓	Tank Pro, Inc 5500 Watermelon Rd North Port, AL 35473	475,141 ^{ce}	
9) ✓	Slack Painting LLC 309 2nd St West Brandon MN 56315	439,530 ^{ce}	
10) ✓	O+J Coatings 1720 Cynthia Ln Hurst TX 76054	289,000 ^{ce}	
11) ✓	J.R. Stelzer Co. 5850 Russell Dr Ste 1 Lincoln NE 68507	333,250 ^{ce}	
12) ✓	Classic Protective Coatings Inc N 7670 State Rd 25 Menomoneie WI 54751	416,730 ^{ce}	
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 4, 2024 at 5:30 P.M.

ATTEST:


Don Clark, Director of Municipal Utilities


Michelle Yuska, City Clerk

Ankeny, Iowa - 1,000,000 Gallon Reservoir Tank (Magazine)
2024 Water Tower Painting Project -February 27, 2024 - 10:30 a.m.

	LC United	Seven Brothers	O&J Coatings	TMI	Classic Protective	Viking Industrial
	Sterling Heights,	Shelby Twp.,	Hurst,	St. Paul,	Menomonie,	Omaha,
	MI	MI	TX	MN	WI	NE
Section 03 00 00						
Grout Repair (1)	2,500	500	1,000	2,000	500	2,000
Section 05 00 00						
Sidewall Manway (2)	12,000	8,900	10,000	12,000	10,900	11,000
Vandal Guard (3)	3,500	4,500	2,000	3,000	2,800	2,200
Sidewall Platform (4)	9,000	8,500	10,000	14,000	8,200	7,200
Roof Handrail Section (5)	11,000	6,500	8,000	5,000	7,400	13,400
Roof Vent (6)	7,000	6,700	8,000	12,000	6,500	9,500
Pilaster Welding (7)	3,000	5,000	2,000	4,000	4,300	3,000
Section 09 00 00						
Exterior Repaint w/ Containment (8)	298,000	396,000	218,000	580,000	341,230	329,950
Section 26 00 00						
Cathodic Protection System (9)	37,000	45,000	30,000	45,000	34,900	40,400
Project Total	383,000	481,600	289,000	677,000	416,730	418,650
Bid Bond	10%	10%	10%	10%	10%	10%

No Separate Envelope

Ankeny, Iowa - 1,000,000 Gallon Reservoir Tank (Magazine)
2024 Water Tower Painting Project -February 27, 2024 - 10:30 a.m.

	J.R. Stelzer	MW Cole	Slack Painting	Tank Pro	Tank Co.	Worldwide
	Lincoln,	The Villages,	Brandon,	Northport,	Fort Worth,	Butler,
	NE	FL	MN	AL	TX	PA2
Section 03 00 00						
Grout Repair (1)	800	800	750	500	1,500	800
Section 05 00 00						
Sidewall Manway (2)	10,200	12,000	8,500	7,000	10,000	16,420
Vandal Guard (3)	4,000	2,500	1,800	1,500	7,000	4,230
Sidewall Platform (4)	10,200	9,000	9,500	5,500	16,000	11,200
Roof Handrail Section (5)	7,800	4,000	8,000	8,800	20,000	7,800
Roof Vent (6)	7,000	9,000	9,000	7,000	8,000	8,000
Pilaster Welding (7)	12,000	4,000	2,500	5,000	12,000	2,500
Section 09 00 00						
Exterior Repaint w/ Containment (8)	239,750	305,000	359,480	406,841	298,000	366,415
Section 26 00 00						
Cathodic Protection System (9)	41,500	25,000	40,000	33,000	40,000	48,000
Project Total	333,250	371,300	439,530	475,141	412,500	465,365
Bid Bond	10%	10%	10%	10%	10%	10%

No Separate Envelope

No Separate Envelope

Ankeny, Iowa - 1,000,000 Gallon Reservoir Tank (Magazine)
2024 Water Tower Painting Project -February 27, 2024 - 10:30 a.m.

COST SUMMARY

Exterior repaint ith containment	290,000
Cathodic protection system	28,000
Roof handrail	25,000
Overflow pipe discharge modification	4,000
30 inch sidewall manway	10,000
Pressure vacuum roof vent	8,000
Step-off platform	10,000
Vandal guard	3,000
Weld pilaster bottoms	8,000
Subtotal	386,000

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION", 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 MAGAZINE GROUND STORAGE
RESERVOIR REHABILITATION

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 Magazine Ground Storage Reservoir Rehabilitation, described in the plans and specifications heretofore adopted by this Council on March 4, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: O & J Coatings of Hurst, Texas

Amount of bid: \$289,000.00

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



MUNICIPAL
UTILITIES
DEPARTMENT

1 in = 500 ft
Date: 1/29/2024



Magazine - Ground Storage Tank Project Location Map



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2024-13: Proposed 2024 PCC Pavement Preservation Program - SE Shurfine Drive

EXECUTIVE SUMMARY:

The 2024 PCC Pavement Preservation Program – SE Shurfine Drive project includes the following work on SE Shurfine Drive:

- full depth patching from east of South Ankeny Boulevard to just west of SE Hulsizer Road,
- crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Road, and
- diamond grinding from just east of SE Cortina Drive to just west of SE Hulsizer Road

The construction improvements include approximately 1,450 SY of 9” thick PCC full depth patching, 5,300 LF of crack and joint cleaning and filling, 5,000 SY of diamond grinding, removing and reconstructing storm sewer intakes, pavement markings, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 27, 2024. Four (4) bids were received as follows:

1. Caliber Concrete, LLC \$290,338.00
2. Brothers Concrete \$319,235.00
3. Iowa Civil Contracting, Inc. \$379,222.00
4. The Concrete Contracting Company, Inc. \$439,005.00

The Engineer's Estimate for the project was \$344,650.00. The bids ranged from approximately 16% below to 27% above the estimate. Caliber Concrete, LLC has completed 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 PCC Pavement Preservation Program – SE Shurfine Drive project to Caliber Concrete, LLC of Adair, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than July 8, 2024.

The Contractor shall substantially complete the overall project within forty (40) working days. Substantial completion for the overall project shall be defined as all grading and pavement construction completed, diamond grinding completed, and joints and cracks cleaned and filled, with the new pavement markings installed, and the streets and driveways fully open to traffic. The Contractor shall fully complete the overall project within five (5) working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 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 (\$344,650.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Pavement Preservation Program – SE Shurfine Drive project.
3. Receive and file the report of bids received on February 27, 2024.

4. Approve Resolution, making award of construction contract to Caliber Concrete, LLC of Adair, Iowa.

5. Approve Resolution, approving contract and bonds with Caliber Concrete, LLC in the amount of \$290,338.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 5, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as February 27, 2024, and setting the public hearing date as March 4, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-13.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2024-13

5:30 P.M.

MARCH 4, 2024

**PROPOSED 2024 PCC PAVEMENT PRESERVATION PROGRAM – SE
SHURFINE DRIVE**

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 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.

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 2024-13.

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 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE DRIVE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE 2024
PCC PAVEMENT PRESERVATION PROGRAM - SE
SHURFINE DRIVE

WHEREAS, on the 5th 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 2024 PCC Pavement Preservation Program - SE Shurfine Drive; 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 4th day of March, 2024.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

FEBRUARY 27, 2024

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Pavement Preservation Program – SE Shurfine Drive project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

Project Estimate of Cost \$344,650.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ☒	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	319,235 ⁰⁰	
2) ☒	The Concrete Contracting Co PO Box 556 Grimes IA 50111	439,005 ⁰⁰	
3) ☒	Tower Civil Contracting Inc 1106 3rd St Victor IA 52347	379,222 ⁰⁰	
*4) ☒	Caliber Concrete LLC 309 Audubon St Adair IA 50002	290,338 ⁰⁰	
5) ☐			
6) ☐			

*Apparent Low Bidder

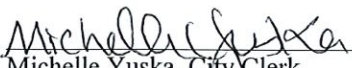
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____
13) _____	_____ _____ _____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 4, 2024 at 5:30 P.M.

ATTEST:


 Amy Quartell, City Engineer


 Michelle Yuska, City Clerk

Bid Tabulation																		
2024 PCC Pavement Preservation Program - SE Shurfine Drive																		
February 27, 2024																		
				Engineer's Estimate			Caliber Concrete, LLC			Brothers Concrete			Iowa Civil Contracting, Inc.			The Conctete Contracting Co.		
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
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-A	Intake, Type SW-501, 3'-0" x 2'-0", Cast-In-Place	EA	1	\$ 5,500.00	\$ 5,500.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,850.00	\$ 4,850.00	1	\$ 6,820.00	\$ 6,820.00	1	\$ 5,000.00	\$ 5,000.00
6.02	6010-A	Intake, Type SW-503, 3'-0" x 6'-0", Cast-In-Place	EA	3	\$ 7,500.00	\$ 22,500.00	3	\$ 5,000.00	\$ 15,000.00	3	\$ 8,650.00	\$ 25,950.00	3	\$ 9,130.00	\$ 27,390.00	3	\$ 7,850.00	\$ 23,550.00
6.03	6010-H-2	Remove Intake	EA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,200.00	\$ 4,800.00	4	\$ 1,100.00	\$ 4,400.00	4	\$ 1,500.00	\$ 6,000.00
		STREETS AND RELATED WORK																
7.01	7040-A	Full Depth Patches, PCC, 9" Thick, Class C-SUD	SY	1,450	\$ 140.00	\$ 203,000.00	1,450	\$ 111.16	\$ 161,182.00	1,450	\$ 98.50	\$ 142,825.00	1,450	\$ 154.16	\$ 223,532.00	1,450	\$ 135.00	\$ 195,750.00
7.02	7040-B	Subbase Over-excavation, 6" Depth	SY	200	\$ 15.00	\$ 3,000.00	200	\$ 32.83	\$ 6,566.00	200	\$ 25.00	\$ 5,000.00	200	\$ 25.35	\$ 5,070.00	200	\$ 25.00	\$ 5,000.00
7.03	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	6,000	\$ 3.00	\$ 18,000.00	6,000	\$ 2.00	\$ 12,000.00	6,000	\$ 3.75	\$ 22,500.00	6,000	\$ 2.00	\$ 12,000.00	6,000	\$ 2.75	\$ 16,500.00
7.04	7040-F	Diamond Grinding	SY	4,850	\$ 7.00	\$ 33,950.00	4,850	\$ 11.00	\$ 53,350.00	4,850	\$ 15.00	\$ 72,750.00	4,850	\$ 7.00	\$ 33,950.00	4,850	\$ 25.30	\$ 122,705.00
		TRAFFIC CONTROL																
8.01	8020-C	Painted Pavement Markings, Durable	STA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,575.00	\$ 6,300.00	4	\$ 550.00	\$ 2,200.00	4	\$ 605.00	\$ 2,420.00	4	\$ 1,150.00	\$ 4,600.00
8.02	8020-M	Grooves Cut for Pavement Markings	STA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,575.00	\$ 6,300.00	4	\$ 390.00	\$ 1,560.00	4	\$ 429.00	\$ 1,716.00	4	\$ 250.00	\$ 1,000.00
8.03	8030-A	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 13,550.00	\$ 13,550.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 22,500.00	\$ 22,500.00
8.04	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 200.00	\$ 2,000.00	10	\$ 210.00	\$ 2,100.00	10	\$ 225.00	\$ 2,250.00	10	\$ 248.00	\$ 2,480.00	10	\$ 300.00	\$ 3,000.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.1	\$ 3,000.00	\$ 300.00	0.1	\$ 15,000.00	\$ 1,500.00	0.1	\$ 4,500.00	\$ 450.00	0.1	\$ 16,500.00	\$ 1,650.00	0.1	\$ 15,000.00	\$ 1,500.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.1	\$ 20,000.00	\$ 2,000.00	0.1	\$ 15,000.00	\$ 1,500.00	0.1	\$ 4,500.00	\$ 450.00	0.1	\$ 16,500.00	\$ 1,650.00	0.1	\$ 15,000.00	\$ 1,500.00
9.03	9040-T-1	Inlet Protection Device, Surface-applied	EA	4	\$ 100.00	\$ 400.00	4	\$ 75.00	\$ 300.00	4	\$ 175.00	\$ 700.00	4	\$ 82.50	\$ 330.00	4	\$ 100.00	\$ 400.00
9.04	9040-T-1	Inlet Protection Device, Drop-in	EA	4	\$ 200.00	\$ 800.00	4	\$ 150.00	\$ 600.00	4	\$ 175.00	\$ 700.00	4	\$ 165.00	\$ 660.00	4	\$ 200.00	\$ 800.00
9.05	9040-T-2	Inlet Protection Device, Maintenance	EA	4	\$ 50.00	\$ 200.00	4	\$ 35.00	\$ 140.00	4	\$ 50.00	\$ 200.00	4	\$ 38.50	\$ 154.00	4	\$ 50.00	\$ 200.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 9,000.00	\$ 9,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 30,000.00	\$ 30,000.00	1	\$ 26,500.00	\$ 26,500.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,500.00	\$ 2,500.00
TOTAL AMOUNT BID =				\$ 344,650.00			\$ 290,338.00			\$ 319,235.00			\$ 379,222.00			\$ 439,005.00		

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE DRIVE", 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 2024 PCC PAVEMENT
PRESERVATION PROGRAM - SE SHURFINE DRIVE

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 2024 PCC Pavement Preservation Program - SE Shurfine Drive, described in the plans and specifications heretofore adopted by this Council on March 4, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Caliber Concrete, LLC of Adair, Iowa

Amount of bid: \$290,338.00

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE DRIVE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2024 PCC PAVEMENT
PRESERVATION PROGRAM - SE SHURFINE DRIVE**

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 2024 PCC Pavement Preservation Program - SE Shurfine Drive, 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: Caliber Concrete, LLC of Adair, Iowa

Amount of bid: \$290,338.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 4th 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 Caliber Concrete, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

The **2024 PCC Pavement Preservation Program – SE Shurfine Drive** project includes the following work on SE Shurfine Drive:

- full depth patching from east of South Ankeny Boulevard to just west of SE Hulsizer Road,
- crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Road, and
- diamond grinding from just east of SE Cortina Drive to just west of SE Hulsizer Road

The construction improvements include approximately 1,450 SY of 9" thick PCC full depth patching, 5,300 LF of crack and joint cleaning and filling, 5,000 SY of diamond grinding, removing and reconstructing storm sewer intakes, pavement markings, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Ninety Thousand Three Hundred Thirty-Eight and 00/100 DOLLARS (\$290,338.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all grading and pavement construction completed, diamond grinding completed, and joints and cracks cleaned and filled, with the new pavement markings installed, and the streets and driveways fully open to traffic. **In general, a mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays. Site 2 does require work between 6:30 PM on Friday and 9:00 PM on Saturday and a working day will be charged on that specific Saturday that is worked.** 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 substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **five (5) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary 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).

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

JURISDICTION:

By _____

(Seal)

ATTEST:

CONTRACTOR:

Caliber Concrete LLC

Contractor

By

[Signature]

Signature

Coowner

Title

309 Audubon St.

Street Address

Adair Ia. 50002

City, State, Zip Code

515-490-7633

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CLC55-26 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE 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____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

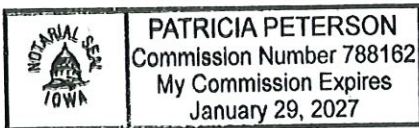
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Adair County)

On this 28th day of February, 2024, before me a Notary Public in and for said county, personally appeared Jason Martin, to me personally known, who being by me duly sworn did say that person is CO owner of said Caliber Concrete LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Caliber Concrete LLC, and that said instrument was signed and sealed on behalf of the said Caliber Concrete LLC, by authority of its managers and the said Jason Martin acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.



Patricia Peterson
Notary Public in and for the State of Iowa
My commission expires January 29, 2027

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
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, Type SW-501, 3'-0" x 2'-0", Cast-In-Place	EA	1	\$ 4,000.00	\$ 4,000.00
6.02	Intake, Type SW-503, 3'-0" x 6'-0", Cast-In-Place	EA	3	\$ 5,000.00	\$ 15,000.00
6.03	Remove Intake	EA	4	\$ 1,000.00	\$ 4,000.00
	STREETS AND RELATED WORK				
7.01	Full Depth Patches, PCC, 9" Thick, Class C-SUD	SY	1,450	\$ 111.16	\$ 161,182.00
7.02	Subbase Over-excavation, 6" Depth	SY	200	\$ 32.83	\$ 6,566.00
7.03	Crack and Joint Cleaning and Filling, Hot Pour	LF	6,000	\$ 2.00	\$ 12,000.00
7.04	Diamond Grinding	SY	4,850	\$ 11.00	\$ 53,350.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	4	\$ 1,575.00	\$ 6,300.00
8.02	Grooves Cut for Pavement Markings	STA	4	\$ 1,575.00	\$ 6,300.00
8.03	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 210.00	\$ 2,100.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.1	\$ 15,000.00	\$ 1,500.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00
9.03	Inlet Protection Device, Surface-applied	EA	4	\$ 75.00	\$ 300.00
9.04	Inlet Protection Device, Drop-in	EA	4	\$ 150.00	\$ 600.00
9.05	Inlet Protection Device, Maintenance	EA	4	\$ 35.00	\$ 140.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 9,000.00	\$ 9,000.00
11.02	Concrete Washout	LS	1	\$ 1,500.00	\$ 1,500.00

TOTAL CONTRACT AMOUNT =

\$ 290,338.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Caliber Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and Westfield Insurance Group, 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 Ninety Thousand Three Hundred Thirty-Eight and 00/100 DOLLARS (\$290,338.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 4th day of March, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

The 2024 PCC Pavement Preservation Program – SE Shurfine Drive project includes the following work on SE Shurfine Drive:

- full depth patching from east of South Ankeny Boulevard to just west of SE Hulsizer Road,
- crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Road, and
- diamond grinding from just east of SE Cortina Drive to just west of SE Hulsizer Road

The construction improvements include approximately 1,450 SY of 9" thick PCC full depth patching, 5,300 LF of crack and joint cleaning and filling, 5,000 SY of diamond grinding, removing and reconstructing storm sewer intakes, pavement markings, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 4th day of March, 2024.

PRINCIPAL:

Caliber Concrete LLC

Contractor

By

[Signature]
Signature

Member

Title

SURETY:

Westfield Insurance Group

Surety Company

By

[Signature]
Signature Attorney-in-Fact Officer

E. A. von Harz

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC

Company Name

4200 University Ave, Suite 200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-244-0166

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.

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORBACH, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of March A.D., 2024.



Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com	FAX (A/C, No): 515-453-9357
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Middlesex Insurance Company		23434
INSURER B : Midwest Builders' Casualty Mutual Company		13126
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1507036173 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0217146	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC100-0001914-2023A	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 2024 PCC Pavement Preservation Program - SE Shurfine Drive

City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to the General Liability policy per form CG2010 (12/19)

City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (12/19)

CERTIFICATE HOLDER**CANCELLATION**

Ankeny City Hall
410 West 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

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ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2024-14: Proposed SW Magazine Road & SW State Street Intersection Improvements - West Leg

EXECUTIVE SUMMARY:

The SW Magazine Road & SW State Street Intersection Improvements - West Leg project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street in the City of Ankeny.

The construction improvements include approximately 230 SY of 9" thick PCC Class C-SUD street pavement, 1,130 SY of 8" thick PCC Class C-SUD street pavement, and the relocation of the existing traffic signal pole and mast arm at the southeast corner of SW Magazine Road & SW State Street. Other associated improvements include Class 10 excavation, subgrade preparation, granular subbase, paved medians, driveways, sidewalks, pedestrian ramp improvements, relocation of pedestrian push buttons, pavement markings, temporary and permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 27, 2024. Ten (10) bids were received as follows:

1. Manatt's Inc \$295,089.02
2. Sternquist Construction \$304,873.00
3. Concrete Technologies Inc. \$328,388.32
4. TK Concrete Inc. \$346,990.00
5. Brothers Concrete \$351,881.52
6. Reilly Construction Co. Inc. \$356,875.75
7. Alliance Construction Group \$359,898.75
8. Absolute Group \$369,873.50
9. Concrete Professionals \$389,508.30
10. All Star Concrete LLC \$399,460.75

The Engineer's Estimate for the project was \$ 405,610.00. The bids ranged from approximately 27% to 2% below the estimate. Manatt's, Inc. 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg project to Manatt's, Inc. of Johnston, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than June 10, 2024.

The Contractor shall substantially complete the overall project in 40 working days. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed; with all pavement markings and signs installed, all streets, driveways, and sidewalks fully open to traffic, and the traffic signal fully operational. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. 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.

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 (\$405,610.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SW Magazine Road & SW State Street Intersection Improvements - West Leg project.
3. Receive and file the report of bids received on February 27, 2024.
4. Approve Resolution, making award of construction contract to Manatt's, Inc. of Johnston, Iowa.
5. Approve Resolution, approving contract and bonds with Manatt's, Inc. in the amount of \$295,089.02.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 5, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as February 27, 2024, and setting the public hearing date as March 4, 2024.

PUBLIC OUTREACH EFFORTS:

The Engineer, Nilles Associates Inc, has engaged the adjacent properties to the north and south of the construction limits along SW Magazine Road via phone calls and email to make them aware of the proposed reconstruction and how their accesses will be affected post construction. In addition, periodic update letters will be sent to affected properties throughout the duration of construction.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-14.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 RES - plans, specs
 Bid Sheet
 Bid Tabulation
 Resolution - Making Award
 Resolution - approving contract
 Location Map
 Contract



PUBLIC HEARING 2024-14

5:30 P.M.

MARCH 4, 2024

**PROPOSED SW MAGAZINE ROAD & SW STATE STREET INTERSECTION
IMPROVEMENTS – WEST LEG**

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 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.

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 2024-14.

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 SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG", 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 SW
MAGAZINE ROAD & SW STATE STREET INTERSECTION
IMPROVEMENTS - WEST LEG

WHEREAS, on the 5th 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg; 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 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



BID LETTING

10:30 A.M.

FEBRUARY 27, 2024

SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW Magazine Road & SW State Street Intersection Improvements – West Leg project in accordance with the Plans and Specifications prepared by Nilles Associates, Inc.

Amy Quartell, City Engineer

Project Estimate of Cost \$405,610.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	355,276 ⁵²	
* 2) ✓	Maratt's Inc 6333 NW Beaver Rd Johnston IA 50131	295,089 ⁰²	
3) ✓	Concrete Professionals PO Box 7 Altoona IA 50009	389,508 ³⁰	
4) ✓	Concrete Technologies Inc 1001 SE 37 th St Grimes IA 50111	328,388 ³²	
5) ✓	Sternquist Construction 1110 N 14 th St Indianola IA 50125	304,873 ⁰⁰	
6) ✓	Reilly Construction Co Inc 110 main St Ossian IA 52161	356,875 ⁷⁵	

*Apparent Low Bidder

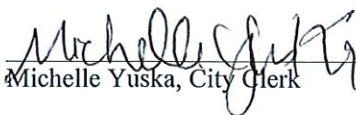
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Absolute Group PO Box 430 Granger IA 50109	369,873 ⁵⁰	
8) ✓	Alliance Construction Group 9400 Plum Dr Ste 100 Urbandale IA 50322	359,898 ⁷⁵	
9) ✓	TK Concrete Inc 1608 Fairfield Rd Pella IA 50219	346,990 ⁰⁰	
10) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	399,460 ⁷⁵	
11) _____	_____	_____	_____
12) _____	_____	_____	_____
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 4, 2024 at 5:30 P.M.

ATTEST:


Amy Quartell, City Engineer


Michelle Yuska, City Clerk

Bid Tabulation SW Magazine Road & SW State Street Intersection Improvements - West Leg Widening SW Magazine Road to add a second east bound through lane. February 27, 2024																		
Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Manatts, Inc.			Sternquist Construction			Concrete Technologies Inc.			TK Concrete, Inc.		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																
2.01	2010-D-1	Topsoil, On-site	CY	250	\$ 30.00	\$ 7,500.00	250	\$ 30.00	\$ 7,500.00	250	\$ 12.60	\$ 3,150.00	250	\$ 12.50	\$ 3,125.00	250	\$ 12.00	\$ 3,000.00
2.02	2010-E	Excavation, Class 10	CY	250	\$ 30.00	\$ 7,500.00	250	\$ 25.00	\$ 6,250.00	250	\$ 8.10	\$ 2,025.00	250	\$ 8.00	\$ 2,000.00	250	\$ 15.00	\$ 3,750.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	1,660	\$ 6.00	\$ 9,960.00	1,660	\$ 5.00	\$ 8,300.00	1,660	\$ 3.00	\$ 4,980.00	1,660	\$ 3.00	\$ 4,980.00	1,660	\$ 2.50	\$ 4,150.00
2.04	2010-J	Subbase, Granular, 6" Depth	SY	230	\$ 20.00	\$ 4,600.00	230	\$ 38.00	\$ 8,740.00	230	\$ 18.15	\$ 4,174.50	230	\$ 18.00	\$ 4,140.00	230	\$ 13.50	\$ 3,105.00
2.05	2010-M	Compaction Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,525.00	\$ 2,525.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,000.00	\$ 2,000.00
		TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 525.00	\$ 525.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,000.00	\$ 1,000.00
		SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 200.00	\$ 3,600.00	18	\$ 200.00	\$ 3,600.00	18	\$ 202.00	\$ 3,636.00	18	\$ 200.00	\$ 3,600.00	18	\$ 100.00	\$ 1,800.00
		WATER MAINS AND APPURTENANCES																
5.01	5020-C	Relocate Fire Hydrant Assembly	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,525.00	\$ 2,525.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 5,000.00	\$ 5,000.00
5.02	5020-G	Valve Adjustment (8" Gate Valve)	EA	5	\$ 1,500.00	\$ 7,500.00	5	\$ 300.00	\$ 1,500.00	5	\$ 303.00	\$ 1,515.00	5	\$ 300.00	\$ 1,500.00	5	\$ 500.00	\$ 2,500.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,050.00	\$ 5,050.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,250.00	\$ 5,250.00
6.02	6010-F-1	Manhole Adjustment, Major, Sanitary	EA	1	\$ 6,000.00	\$ 6,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,525.00	\$ 2,525.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00
6.03	6010-H-2	Intake Removal	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,515.00	\$ 1,515.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 500.00	\$ 500.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 125.00	\$ 28,750.00	230	\$ 73.50	\$ 16,905.00	230	\$ 80.00	\$ 18,400.00	230	\$ 96.50	\$ 22,195.00	230	\$ 90.00	\$ 20,700.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 100.00	\$ 113,000.00	1,130	\$ 63.50	\$ 71,755.00	1,130	\$ 72.00	\$ 81,360.00	1,130	\$ 74.00	\$ 83,620.00	1,130	\$ 81.50	\$ 92,095.00
7.03	7010-G	Concrete Median, Class C, 6" Thick	SY	135	\$ 125.00	\$ 16,875.00	135	\$ 65.50	\$ 8,842.50	135	\$ 70.00	\$ 9,450.00	135	\$ 84.25	\$ 11,373.75	135	\$ 100.00	\$ 13,500.00
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,400.00	\$ 1,400.00	1	\$ 4,600.00	\$ 4,600.00	1	\$ 6,000.00	\$ 6,000.00
7.05	7030-A-1	Removal of Sidewalk	SY	175	\$ 17.00	\$ 2,975.00	175	\$ 10.00	\$ 1,750.00	175	\$ 18.15	\$ 3,176.25	175	\$ 18.00	\$ 3,150.00	175	\$ 12.00	\$ 2,100.00
7.06	7030-A-3	Removal of Driveway	SY	210	\$ 17.00	\$ 3,570.00	210	\$ 12.00	\$ 2,520.00	210	\$ 14.65	\$ 3,076.50	210	\$ 14.50	\$ 3,045.00	210	\$ 12.50	\$ 2,625.00
7.07	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 60.00	\$ 7,800.00	130	\$ 39.00	\$ 5,070.00	130	\$ 47.00	\$ 6,110.00	130	\$ 72.00	\$ 9,360.00	130	\$ 60.00	\$ 7,800.00
7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 100.00	\$ 2,500.00	25	\$ 109.00	\$ 2,725.00	25	\$ 100.00	\$ 2,500.00	25	\$ 168.50	\$ 4,212.50	25	\$ 100.00	\$ 2,500.00
7.09	7030-G	Detectable Warning, Galvanized Steel	SF	56	\$ 60.00	\$ 3,360.00	56	\$ 55.00	\$ 3,080.00	56	\$ 51.00	\$ 2,856.00	56	\$ 40.00	\$ 2,240.00	56	\$ 50.00	\$ 2,800.00
7.10	7030-H-1	Pavement Removal	SY	720	\$ 25.00	\$ 18,000.00	720	\$ 9.00	\$ 6,480.00	720	\$ 14.65	\$ 10,548.00	720	\$ 14.50	\$ 10,440.00	720	\$ 14.00	\$ 10,080.00
7.11	7040-H	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 115.00	\$ 19,550.00	170	\$ 54.60	\$ 9,282.00	170	\$ 58.00	\$ 9,860.00	170	\$ 56.25	\$ 9,562.50	170	\$ 70.00	\$ 11,900.00
		TRAFFIC CONTROL																
8.01	8010-999-A	Traffic Signal Modification	LS	1	\$ 35,000.00	\$ 35,000.00	1	\$ 43,949.52	\$ 43,949.52	1	\$ 40,700.00	\$ 40,700.00	1	\$ 40,500.00	\$ 40,500.00	1	50000	\$ 50,000.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	20	\$ 200.00	\$ 4,000.00	20	\$ 400.00	\$ 8,000.00	20	\$ 404.00	\$ 8,080.00	20	\$ 400.00	\$ 8,000.00	20	\$ 480.00	\$ 9,600.00
8.03	8020-G	Painted Symbols and Legends, Durable	EA	3	\$ 400.00	\$ 1,200.00	3	\$ 450.00	\$ 1,350.00	3	\$ 454.50	\$ 1,363.50	3	\$ 450.00	\$ 1,350.00	3	\$ 540.00	\$ 1,620.00
8.04	8020-K	Pavement Markings Removed	STA	50	\$ 100.00	\$ 5,000.00	50	\$ 50.00	\$ 2,500.00	50	\$ 50.50	\$ 2,525.00	50	\$ 50.00	\$ 2,500.00	50	\$ 70.00	\$ 3,500.00
8.05	8020-L	Symbols and Legends Removed	EA	4	\$ 200.00	\$ 800.00	4	\$ 125.00	\$ 500.00	4	\$ 126.25	\$ 505.00	4	\$ 125.00	\$ 500.00	4	\$ 150.00	\$ 600.00
8.06	8020-M	Grooves Cut for Pavement Markings	STA	20	\$ 300.00	\$ 6,000.00	20	\$ 275.00	\$ 5,500.00	20	\$ 277.75	\$ 5,555.00	20	\$ 275.00	\$ 5,500.00	20	\$ 330.00	\$ 6,600.00
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00	3	\$ 200.00	\$ 600.00	3	\$ 202.00	\$ 606.00	3	\$ 200.00	\$ 600.00	3	\$ 250.00	\$ 750.00
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 21,900.00	\$ 21,900.00	1	\$ 22,120.00	\$ 22,120.00	1	\$ 22,000.00	\$ 22,000.00	1	\$ 24,500.00	\$ 24,500.00
8.09	8030-A	Portable Dynamic Message Signs	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 225.00	\$ 4,500.00	20	\$ 227.25	\$ 4,545.00	20	\$ 225.00	\$ 4,500.00	20	\$ 270.00	\$ 5,400.00
8.10	8040-A	Traffic Signs	EA	5	\$ 200.00	\$ 1,000.00	5	\$ 450.00	\$ 2,250.00	5	\$ 454.50	\$ 2,272.50	5	\$ 450.00	\$ 2,250.00	5	\$ 550.00	\$ 2,750.00
8.11	8040-I	Remove and Reinstall Traffic Signs	EA	5	\$ 200.00	\$ 1,000.00	5	\$ 450.00	\$ 2,250.00	5	\$ 454.50	\$ 2,272.50	5	\$ 450.00	\$ 2,250.00	5	\$ 550.00	\$ 2,750.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 1,500.00	\$ 390.00	0.26	\$ 4,000.00	\$ 1,040.00	0.26	\$ 6,000.00	\$ 1,560.00	0.26	\$ 3,956.00	\$ 1,028.56	0.26	\$ 4,000.00	\$ 1,040.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 3,000.00	\$ 780.00	0.26	\$ 3,000.00	\$ 780.00	0.26	\$ 3,350.00	\$ 871.00	0.26	\$ 2,866.15	\$ 745.20	0.26	\$ 1,250.00	\$ 325.00
9.03	9030-A	Tree Removal and Relocation	EA	3	\$ 500.00	\$ 1,500.00	3	\$ 200.00	\$ 600.00	3	\$ 775.00	\$ 2,325.00	3	\$ 616.70	\$ 1,850.10	3	\$ 500.00	\$ 1,500.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 5,000.00	\$ 2,600.00	0.52	\$ 5,000.00	\$ 2,600.00	0.52	\$ 3,990.00	\$ 2,074.80	0.52	\$ 2,898.00	\$ 1,506.96	0.52	\$ 10,000.00	\$ 5,200.00
9.05	9040-T-1	Inlet Protection Device, Surface-Applied	EA	1	\$ 200.00	\$ 200.00	1	\$ 75.00	\$ 75.00	1	\$ 247.45	\$ 247.45	1	\$ 476.50	\$ 476.50	1	\$ 150.00	\$ 150.00
9.06	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$ 200.00	\$ 400.00	2	\$ 150.00	\$ 300.00	2	\$ 247.45	\$ 494.90	2	\$ 193.25	\$ 386.50	2	\$ 225.00	\$ 450.00
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 50.00	\$ 100.00	2	\$ 35.00	\$ 70.00	2	\$ 95.95	\$ 191.90	2	\$ 275.00	\$ 550.00	2	\$ 50.00	\$ 100.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 22,306.20	\$ 22,306.20	1	\$ 32,500.00	\$ 32,500.00	1	\$ 20,500.00	\$ 20,500.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 900.00	\$ 900.00	1	\$ 750.75	\$ 750.75	1	\$ 2,000.00	\$ 2,000.00
TOTAL AMOUNT BID =					\$ 405,610.00			\$ 295,089.02			\$ 304,873.00		\$ 328,388.32		\$ 346,990.00			

Bid Tabulation SW Magazine Road & SW State Street Intersection Improvements - West Leg Widening SW Magazine Road to add a second east bound through lane. February 27, 2024																		
				Brothers Concrete			Reilly Construction Co Inc			Alliance Construction Group, LLC			Absolute Group			Concrete Professionals		
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-D-1	Topsoil, On-site	CY	250	\$ 21.00	\$ 5,250.00	250	\$ 50.00	\$ 12,500.00	250	\$ 19.25	\$ 4,812.50	250	\$ 16.00	\$ 4,000.00	250	\$ 27.50	\$ 6,875.00
2.02	2010-E	Excavation, Class 10	CY	250	\$ 15.00	\$ 3,750.00	250	\$ 50.00	\$ 12,500.00	250	\$ 31.00	\$ 7,750.00	250	\$ 19.25	\$ 4,812.50	250	\$ 41.80	\$ 10,450.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	1,660	\$ 2.50	\$ 4,150.00	1,660	\$ 5.00	\$ 8,300.00	1,660	\$ 5.00	\$ 8,300.00	1,660	\$ 3.50	\$ 5,810.00	1,660	\$ 3.85	\$ 6,391.00
2.04	2010-J	Subbase, Granular, 6" Depth	SY	230	\$ 18.00	\$ 4,140.00	230	\$ 25.00	\$ 5,750.00	230	\$ 18.00	\$ 4,140.00	230	\$ 28.50	\$ 6,555.00	230	\$ 15.65	\$ 3,599.50
2.05	2010-M	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,625.00	\$ 3,625.00	1	\$ 2,310.00	\$ 2,310.00
		TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,555.00	\$ 1,555.00	1	\$ 1,210.00	\$ 1,210.00
		SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 182.00	\$ 3,276.00	18	\$ 275.00	\$ 4,950.00	18	\$ 155.00	\$ 2,790.00	18	\$ 205.00	\$ 3,690.00	18	\$ 227.00	\$ 4,086.00
		WATER MAINS AND APPURTENANCES																
5.01	5020-C	Relocate Fire Hydrant Assembly	EA	1	\$ 7,245.00	\$ 7,245.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,550.00	\$ 2,550.00	1	\$ 2,095.00	\$ 2,095.00
5.02	5020-G	Valve Adjustment (8" Gate Valve)	EA	5	\$ 280.00	\$ 1,400.00	5	\$ 575.00	\$ 2,875.00	5	\$ 305.00	\$ 1,525.00	5	\$ 195.00	\$ 975.00	5	\$ 360.00	\$ 1,800.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 5,130.00	\$ 5,130.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,700.00	\$ 3,700.00	1	\$ 3,825.00	\$ 3,825.00	1	\$ 3,925.00	\$ 3,925.00
6.02	6010-F-1	Manhole Adjustment, Major, Sanitary	EA	1	\$ 4,500.00	\$ 4,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,825.00	\$ 2,825.00	1	\$ 1,520.00	\$ 1,520.00
6.03	6010-H-2	Intake Removal	EA	1	\$ 980.00	\$ 980.00	1	\$ 900.00	\$ 900.00	1	\$ 1,025.00	\$ 1,025.00	1	\$ 650.00	\$ 650.00	1	\$ 930.00	\$ 930.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 86.00	\$ 19,780.00	230	\$ 77.00	\$ 17,710.00	230	\$ 95.00	\$ 21,850.00	230	\$ 138.25	\$ 31,797.50	230	\$ 145.00	\$ 33,350.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 75.00	\$ 84,750.00	1,130	\$ 66.75	\$ 75,427.50	1,130	\$ 82.00	\$ 92,660.00	1,130	\$ 94.50	\$ 106,785.00	1,130	\$ 94.50	\$ 106,785.00
7.03	7010-G	Concrete Median, Class C, 6" Thick	SY	135	\$ 115.00	\$ 15,525.00	135	\$ 68.75	\$ 9,281.25	135	\$ 65.00	\$ 8,775.00	135	\$ 98.00	\$ 13,230.00	135	\$ 82.50	\$ 11,137.50
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 7,000.00	\$ 7,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,530.00	\$ 2,530.00
7.05	7030-A-1	Removal of Sidewalk	SY	175	\$ 15.00	\$ 2,625.00	175	\$ 25.00	\$ 4,375.00	175	\$ 11.25	\$ 1,968.75	175	\$ 6.50	\$ 1,137.50	175	\$ 12.40	\$ 2,170.00
7.06	7030-A-3	Removal of Driveway	SY	210	\$ 15.00	\$ 3,150.00	210	\$ 25.00	\$ 5,250.00	210	\$ 12.75	\$ 2,677.50	210	\$ 6.50	\$ 1,365.00	210	\$ 12.40	\$ 2,604.00
7.07	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 65.00	\$ 8,450.00	130	\$ 41.00	\$ 5,330.00	130	\$ 49.00	\$ 6,370.00	130	\$ 62.00	\$ 8,060.00	130	\$ 130.00	\$ 16,900.00
7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 75.00	\$ 1,875.00	25	\$ 114.50	\$ 2,862.50	25	\$ 57.00	\$ 1,425.00	25	\$ 84.00	\$ 2,100.00	25	\$ 318.00	\$ 7,950.00
7.09	7030-G	Detectable Warning, Galvanized Steel	SF	56	\$ 55.00	\$ 3,080.00	56	\$ 57.75	\$ 3,234.00	56	\$ 130.00	\$ 7,280.00	56	\$ 68.00	\$ 3,808.00	56	\$ 48.00	\$ 2,688.00
7.10	7030-H-1	Pavement Removal	SY	720	\$ 18.00	\$ 12,960.00	720	\$ 25.00	\$ 18,000.00	720	\$ 22.75	\$ 16,380.00	720	\$ 15.00	\$ 10,800.00	720	\$ 16.50	\$ 11,880.00
7.11	7040-H	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 85.00	\$ 14,450.00	170	\$ 57.50	\$ 9,775.00	170	\$ 61.00	\$ 10,370.00	170	\$ 75.00	\$ 12,750.00	170	\$ 87.75	\$ 14,917.50
		TRAFFIC CONTROL																
8.01	8010-999-A	Traffic Signal Modification	LS	1	\$ 43,949.52	\$ 43,949.52	1	\$ 42,500.00	\$ 42,500.00	1	\$ 41,000.00	\$ 41,000.00	1	\$ 41,000.00	\$ 41,000.00	1	\$ 44,250.00	\$ 44,250.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	20	\$ 400.00	\$ 8,000.00	20	\$ 420.00	\$ 8,400.00	20	\$ 450.00	\$ 9,000.00	20	\$ 400.00	\$ 8,000.00	20	\$ 325.00	\$ 6,500.00
8.03	8020-G	Painted Symbols and Legends, Durable	EA	3	\$ 450.00	\$ 1,350.00	3	\$ 472.50	\$ 1,417.50	3	\$ 450.00	\$ 1,350.00	3	\$ 450.00	\$ 1,350.00	3	\$ 240.00	\$ 720.00
8.04	8020-K	Pavement Markings Removed	STA	50	\$ 50.00	\$ 2,500.00	50	\$ 52.50	\$ 2,625.00	50	\$ 50.00	\$ 2,500.00	50	\$ 50.00	\$ 2,500.00	50	\$ 44.00	\$ 2,200.00
8.05	8020-L	Symbols and Legends Removed	EA	4	\$ 125.00	\$ 500.00	4	\$ 131.25	\$ 525.00	4	\$ 125.00	\$ 500.00	4	\$ 125.00	\$ 500.00	4	\$ 110.00	\$ 440.00
8.06	8020-M	Grooves Cut for Pavement Markings	STA	20	\$ 275.00	\$ 5,500.00	20	\$ 288.75	\$ 5,775.00	20	\$ 275.00	\$ 5,500.00	20	\$ 275.00	\$ 5,500.00	20	\$ 215.00	\$ 4,300.00
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00	3	\$ 210.00	\$ 630.00	3	\$ 200.00	\$ 600.00	3	\$ 200.00	\$ 600.00	3	\$ 220.00	\$ 660.00
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 21,900.00	\$ 21,900.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00	1	\$ 31,340.00	\$ 31,340.00
8.09	8030-A	Portable Dynamic Message Signs	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 236.25	\$ 4,725.00	20	\$ 225.00	\$ 4,500.00	20	\$ 225.00	\$ 4,500.00	20	\$ 275.00	\$ 5,500.00
8.10	8040-A	Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5	\$ 472.50	\$ 2,362.50	5	\$ 450.00	\$ 2,250.00	5	\$ 450.00	\$ 2,250.00	5	\$ 550.00	\$ 2,750.00
8.11	8040-I	Remove and Reinstall Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5	\$ 472.50	\$ 2,362.50	5	\$ 450.00	\$ 2,250.00	5	\$ 450.00	\$ 2,250.00	5	\$ 330.00	\$ 1,650.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 4,500.00	\$ 1,170.00	0.26	\$ 6,250.00	\$ 1,625.00	0.26	\$ 6,000.00	\$ 1,560.00	0.26	\$ 3,000.00	\$ 780.00	0.26	\$ 3,300.00	\$ 858.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 4,500.00	\$ 1,170.00	0.26	\$ 3,500.00	\$ 910.00	0.26	\$ 3,350.00	\$ 871.00	0.26	\$ 800.00	\$ 208.00	0.26	\$ 880.00	\$ 228.80
9.03	9030-A	Tree Removal and Relocation	EA	3	\$ 800.00	\$ 2,400.00	3	\$ 805.00	\$ 2,415.00	3	\$ 775.00	\$ 2,325.00	3	\$ 2,000.00	\$ 6,000.00	3	\$ 825.00	\$ 2,475.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 4,500.00	\$ 2,340.00	0.52	\$ 4,150.00	\$ 2,158.00	0.52	\$ 3,950.00	\$ 2,054.00	0.52	\$ 8,000.00	\$ 4,160.00	0.52	\$ 8,800.00	\$ 4,576.00
9.05	9040-T-1	Inlet Protection Device, Surface-Applied	EA	1	\$ 86.00	\$ 86.00	1	\$ 245.00	\$ 245.00	1	\$ 250.00	\$ 250.00	1	\$ 100.00	\$ 100.00	1	\$ 110.00	\$ 110.00
9.06	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$ 175.00	\$ 350.00	2	\$ 245.00	\$ 490.00	2	\$ 250.00	\$ 500.00	2	\$ 160.00	\$ 320.00	2	\$ 176.00	\$ 352.00
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 50.00	\$ 100.00	2	\$ 95.00	\$ 190.00	2	\$ 95.00	\$ 190.00	2	\$ 25.00	\$ 50.00	2	\$ 27.50	\$ 55.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	1	\$ 30,000.00	\$ 30,000.00	1	\$ 38,000.00	\$ 38,000.00	1	\$ 28,000.00	\$ 28,000.00	1	\$ 21,240.00	\$ 21,240.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,100.00	\$ 1,100.00	1	\$ 1,200.00	\$ 1,200.00
*Calculation Error				TOTAL AMOUNT BID =				\$ 351,881.52	\$ 356,875.75		\$ 359,898.75		\$ 369,873.50		\$ 389,508.30			

Bid Tabulation SW Magazine Road & SW State Street Intersection Improvements - West Leg Widening SW Magazine Road to add a second east bound through lane. February 27, 2024																		
				All Star Concrete, LLC														
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																
2.01	2010-D-1	Topsoil, On-site	CY	250	\$ 30.00	\$ 7,500.00	250		\$ -	250		\$ -	250		\$ -	250		\$ -
2.02	2010-E	Excavation, Class 10	CY	250	\$ 25.00	\$ 6,250.00	250		\$ -	250		\$ -	250		\$ -	250		\$ -
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	1,660	\$ 5.00	\$ 8,300.00	1,660		\$ -	1,660		\$ -	1,660		\$ -	1,660		\$ -
2.04	2010-J	Subbase, Granular, 6" Depth	SY	230	\$ 38.00	\$ 8,740.00	230		\$ -	230		\$ -	230		\$ -	230		\$ -
2.05	2010-M	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
		TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 1,000.00	\$ 1,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
		SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 200.00	\$ 3,600.00	18		\$ -	18		\$ -	18		\$ -	18		\$ -
		WATER MAINS AND APPURTENANCES																
5.01	5020-C	Relocate Fire Hydrant Assembly	EA	1	\$ 2,500.00	\$ 2,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
5.02	5020-G	Valve Adjustment (8" Gate Valve)	EA	5	\$ 300.00	\$ 1,500.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 5,000.00	\$ 5,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
6.02	6010-F-1	Manhole Adjustment, Major, Sanitary	EA	1	\$ 2,500.00	\$ 2,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
6.03	6010-H-2	Intake Removal	EA	1	\$ 1,500.00	\$ 1,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 172.30	\$ 39,629.00	230		\$ -	230		\$ -	230		\$ -	230		\$ -
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 112.65	\$ 127,294.50	1,130		\$ -	1,130		\$ -	1,130		\$ -	1,130		\$ -
7.03	7010-G	Concrete Median, Class C, 6" Thick	SY	135	\$ 136.75	\$ 18,461.25	135		\$ -	135		\$ -	135		\$ -	135		\$ -
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 5,200.00	\$ 5,200.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
7.05	7030-A-1	Removal of Sidewalk	SY	175	\$ 10.00	\$ 1,750.00	175		\$ -	175		\$ -	175		\$ -	175		\$ -
7.06	7030-A-3	Removal of Driveway	SY	210	\$ 12.00	\$ 2,520.00	210		\$ -	210		\$ -	210		\$ -	210		\$ -
7.07	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 55.00	\$ 7,150.00	130		\$ -	130		\$ -	130		\$ -	130		\$ -
7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 91.00	\$ 2,275.00	25		\$ -	25		\$ -	25		\$ -	25		\$ -
7.09	7030-G	Detectable Warning, Galvanized Steel	SF	56	\$ 55.00	\$ 3,080.00	56		\$ -	56		\$ -	56		\$ -	56		\$ -
7.10	7030-H-1	Pavement Removal	SY	720	\$ 9.00	\$ 6,480.00	720		\$ -	720		\$ -	720		\$ -	720		\$ -
7.11	7040-H	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 60.00	\$ 10,200.00	170		\$ -	170		\$ -	170		\$ -	170		\$ -
		TRAFFIC CONTROL																
8.01	8010-999-A	Traffic Signal Modification	LS	1	\$ 40,306.00	\$ 40,306.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
8.02	8020-C	Painted Pavement Markings, Durable	STA	20	\$ 400.00	\$ 8,000.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.03	8020-G	Painted Symbols and Legends, Durable	EA	3	\$ 450.00	\$ 1,350.00	3		\$ -	3		\$ -	3		\$ -	3		\$ -
8.04	8020-K	Pavement Markings Removed	STA	50	\$ 50.00	\$ 2,500.00	50		\$ -	50		\$ -	50		\$ -	50		\$ -
8.05	8020-L	Symbols and Legends Removed	EA	4	\$ 125.00	\$ 500.00	4		\$ -	4		\$ -	4		\$ -	4		\$ -
8.06	8020-M	Grooves Cut for Pavement Markings	STA	20	\$ 275.00	\$ 5,500.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00	3		\$ -	3		\$ -	3		\$ -	3		\$ -
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 21,900.00	\$ 21,900.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
8.09	8030-A	Portable Dynamic Message Signs	CDAY	20	\$ 225.00	\$ 4,500.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.10	8040-A	Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
8.11	8040-I	Remove and Reinstall Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 4,500.00	\$ 1,170.00	0		\$ -	0		\$ -	0		\$ -	0		\$ -
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 4,000.00	\$ 1,040.00	0		\$ -	0		\$ -	0		\$ -	0		\$ -
9.03	9030-A	Tree Removal and Relocation	EA	3	\$ 750.00	\$ 2,250.00	3		\$ -	3		\$ -	3		\$ -	3		\$ -
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 6,000.00	\$ 3,120.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
9.05	9040-T-1	Inlet Protection Device, Surface-Applied	EA	1	\$ 75.00	\$ 75.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
9.06	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$ 150.00	\$ 300.00	2		\$ -	2		\$ -	2		\$ -	2		\$ -
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 35.00	\$ 70.00	2		\$ -	2		\$ -	2		\$ -	2		\$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 25,750.00	\$ 25,750.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,100.00	\$ 1,100.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
TOTAL AMOUNT BID =				\$ 399,460.75			\$ -			\$ -			\$ -			\$ -		

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG", 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 SW MAGAZINE ROAD & SW STATE
STREET INTERSECTION IMPROVEMENTS - WEST LEG

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 SW Magazine Road & SW State Street Intersection Improvements - West Leg, described in the plans and specifications heretofore adopted by this Council on March 4, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Manatt's Inc of Johnston, Iowa

Amount of bid: \$295,089.02

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG", 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 SW MAGAZINE ROAD & SW STATE
STREET INTERSECTION IMPROVEMENTS - WEST LEG

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 SW Magazine Road & SW State Street Intersection Improvements - West Leg, 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>Manatt's Inc</u>	of	<u>Johnston, Iowa</u>
Amount of bid:	<u>\$295,089.02</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 4th 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 Manatts, Inc., 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:

SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

The SW Magazine Road & SW State Street Intersection Improvements - West Leg project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street in the City of Ankeny.

The construction improvements include approximately 230 SY of 9" thick PCC Class C-SUD street pavement, 1,130 SY of 8" thick PCC Class C-SUD street pavement, and the relocation of the existing traffic signal pole and mast arm at the southeast corner of SW Magazine Road & SW State Street. Other associated improvements include Class 10 excavation, subgrade preparation, granular subbase, paved medians, driveways, sidewalks, pedestrian ramp improvements, relocation of pedestrian push buttons, pavement markings, temporary and permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Ninety-Five Thousand, Eighty-Nine and 02/100 DOLLARS (\$295,089.02), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed; with all pavement markings and signs installed, all streets, driveways, and sidewalks fully open to traffic, and the traffic signal fully operational. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** 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 substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. 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).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

Manatt's, Inc.
Contractor

By Winnie Butte
Signature

Contract Adm.
Title

1775 Old 6 Rd
Street Address

Brooklyn, IA 52211
City, State, Zip Code

641-522-9206
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 00995.19 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

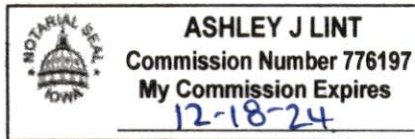
1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Poweshiek County)

On this 28th day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nikki Butler and _____, to me known, who, being by me duly sworn, did say that they are the Contract adm., 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 Nikki Butler and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Ashley Lint
Notary Public in and for the State of Iowa
My commission expires 12-18, 2024



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____

INDIVIDUAL 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 to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY 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____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, On-site	CY	250	\$ 30.00	\$ 7,500.00
2.02	Excavation, Class 10	CY	250	\$ 25.00	\$ 6,250.00
2.03	Subgrade Preparation, 6" Depth	SY	1,660	\$ 5.00	\$ 8,300.00
2.04	Subbase, Granular, 6" Depth	SY	230	\$ 38.00	\$ 8,740.00
2.05	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00
	TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	Trench Compaction Testing	LS	1	\$ 525.00	\$ 525.00
	SEWERS AND DRAINS				
4.01	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 200.00	\$ 3,600.00
	WATER MAINS AND APPURTENANCES				
5.01	Relocate Fire Hydrant Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
5.02	Valve Adjustment (8" Gate Valve)	EA	5	\$ 300.00	\$ 1,500.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 5,000.00	\$ 5,000.00
6.02	Manhole Adjustment, Major, Sanitary	EA	1	\$ 2,500.00	\$ 2,500.00
6.03	Intake Removal	EA	1	\$ 1,500.00	\$ 1,500.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 73.50	\$ 16,905.00
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 63.50	\$ 71,755.00
7.03	Concrete Median, Class C, 6" Thick	SY	135	\$ 65.50	\$ 8,842.50
7.04	PCC Pavement Samples and Testing	LS	1	\$ 2,000.00	\$ 2,000.00
7.05	Removal of Sidewalk	SY	175	\$ 10.00	\$ 1,750.00

7.06	Removal of Driveway	SY	210	\$ 12.00	\$ 2,520.00
7.07	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 39.00	\$ 5,070.00
7.08	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 109.00	\$ 2,725.00
7.09	Detectable Warning, Galvanized Steel	SF	56	\$ 55.00	\$ 3,080.00
7.10	Pavement Removal	SY	720	\$ 9.00	\$ 6,480.00
7.11	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 54.60	\$ 9,282.00
TRAFFIC CONTROL					
8.01	Traffic Signal Modification	LS	1	\$ 43,949.52	\$ 43,949.52
8.02	Painted Pavement Markings, Durable	STA	20	\$ 400.00	\$ 8,000.00
8.03	Painted Symbols and Legends, Durable	EA	3	\$ 450.00	\$ 1,350.00
8.04	Pavement Markings Removed	STA	50	\$ 50.00	\$ 2,500.00
8.05	Symbols and Legends Removed	EA	4	\$ 125.00	\$ 500.00
8.06	Grooves Cut for Pavement Markings	STA	20	\$ 275.00	\$ 5,500.00
8.07	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00
8.08	Temporary Traffic Control	LS	1	\$ 21,900.00	\$ 21,900.00
8.09	Portable Dynamic Message Signs	CDA	20	\$ 225.00	\$ 4,500.00
8.10	Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00
8.11	Remove and Reinstall Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00
SITE WORK AND LANDSCAPING					
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 4,000.00	\$ 1,040.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 3,000.00	\$ 780.00
9.03	Tree Removal and Relocation	EA	3	\$ 200.00	\$ 600.00
9.04	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 5,000.00	\$ 2,600.00
9.05	Inlet Protection Device, Surface-Applied	EA	1	\$ 75.00	\$ 75.00
9.06	Inlet Protection Device, Drop-in	EA	2	\$ 150.00	\$ 300.00
9.07	Inlet Protection Device, Maintenance	EA	2	\$ 35.00	\$ 70.00
MISCELLANEOUS					
11.01	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
11.02	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00

TOTAL CONTRACT AMOUNT =

\$ 295,089.02

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Manatts, Inc., as Principal (hereinafter the "Contractor" or "Principal") and _____
Merchants Bonding Company (Mutual), 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 Ninety-Five Thousand,
Eighty-Nine and 02/100 DOLLARS (\$295,089.02), 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 4th day of March, 2024, (hereinafter the "Contract") wherein said
 Contractor undertakes and agrees to construct the following described improvement:

SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

The SW Magazine Road & SW State Street Intersection Improvements - West Leg project
 includes widening SW Magazine Road to add a second eastbound through lane, beginning
 approximately 575 feet west of SW State Street in the City of Ankeny.

The construction improvements include approximately 230 SY of 9" thick PCC Class C-SUD
 street pavement, 1,130 SY of 8" thick PCC Class C-SUD street pavement, and the relocation of
 the existing traffic signal pole and mast arm at the southeast corner of SW Magazine Road & SW
 State Street. Other associated improvements include Class 10 excavation, subgrade preparation,
 granular subbase, paved medians, driveways, sidewalks, pedestrian ramp improvements,
 relocation of pedestrian push buttons, pavement markings, temporary and permanent surface
 restoration, temporary traffic control, mobilization, and miscellaneous associated work
 necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 28th day of February, 2024.

PRINCIPAL:

By Manatt's, Inc.
Contractor
[Signature]
Signature
Contract Adm.
Title

SURETY:

By Merchants Bonding Company (Mutual)
Surety Company
[Signature]
Signature Attorney-in-Fact Officer
E Marie Burmahl
Printed Name of Attorney-in-Fact Officer
M3 Surety LC
Company Name
PO Box 85
Company Address
Brooklyn, IA 52211
City, State, Zip Code
641-522-5032
Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

E Marie Burmahl

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 28th day of February, 2024.



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

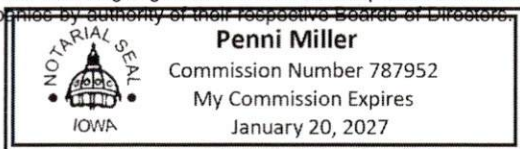
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th 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)

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 28th day of February, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2024

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Kylie Le Page PHONE (A/C, No, Ext): 515-440-8414 E-MAIL ADDRESS: Kylie_LePage@ajg.com FAX (A/C, No): 515-457-8964														
INSURED Manatt's Inc. PO Box 535 Brooklyn, IA 52211	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 318603954**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		VTC2OCO9P529536	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			VTC2KCAP5A040504	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP9C5670202225	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB8L8547422225D	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Manatt Job #: 35220 | Project Description: CITY OF ANKENY SW MAGAZINE RD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

City of Ankeny is included as Additional Insured with respect to the General Liability if required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**CITY OF ANKENY
1210 NW PRAIRIE RIDGE DR
ANKENY, IA 50023-1564

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 4, 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

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2024-15: Proposed Issuance of Not to Exceed \$17,500,000 General Obligation Bonds

EXECUTIVE SUMMARY:
The not to exceed \$17,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The not to exceed \$17,500,000 General Obligation Bonds (for essential corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy and a small portion will be abated by storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:
Recommend the proposed issuance of not to exceed \$17,500,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was approved by City Council on December 18, 2023.

PUBLIC OUTREACH EFFORTS:

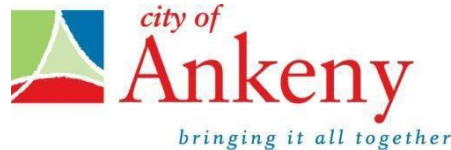
ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-15.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2024-15

5:30 P.M.

MARCH 4, 2024

PROPOSED ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL OBLIGATION BONDS

Mayor:

This is the time and place for the public hearing and meeting 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.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (Inform them to come to the microphone, give name and address for the record.)

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

1. Consider MOTION to close public hearing 2024-15.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL OBLIGATION BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$17,500,000 General Obligation Bonds, for the essential corporate purposes, 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$17,500,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2024-16: Proposed Issuance of Not to Exceed \$500,000 General Obligation Urban Renewal Bonds

EXECUTIVE SUMMARY:
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.

FISCAL IMPACT: **Yes**
The not to exceed \$500,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) will be repaid with tax increment financing (TIF) revenues.

CITY MANAGER'S RECOMMENDATIONS:
Recommend the proposed issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was approved by City Council on December 18, 2023.

PUBLIC OUTREACH EFFORTS:

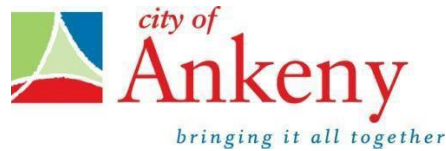
ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-16.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution



PUBLIC HEARING 2024-16

5:30 P.M.

MARCH 4, 2024

**PROPOSED ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION URBAN
RENEWAL BONDS**

Mayor:

This is the time and place for the public hearing and meeting 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.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2024-16.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION URBAN RENEWAL BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION URBAN RENEWAL BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds, for the essential corporate urban renewal purposes, 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$500,000 General Obligation Urban Renewal Bonds, for the foregoing essential corporate urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2024-17: Proposed Issuance of Not to Exceed \$4,500,000 Water Revenue Bonds

EXECUTIVE SUMMARY:
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.

FISCAL IMPACT: **Yes**
The not to exceed \$4,500,000 Water Revenue Bonds will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:
Recommend the proposed issuance of not to exceed \$4,500,000 Water Revenue Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was approved by City Council on December 18, 2023.

PUBLIC OUTREACH EFFORTS:

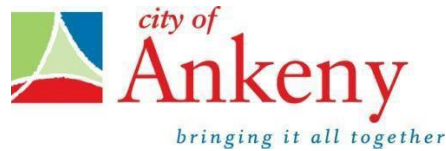
ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-17.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 PH Coversheet
 Resolution



PUBLIC HEARING 2024-17

5:30 P.M.

MARCH 4, 2024

PROPOSED ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REVENUE BONDS

Mayor:

This is the time and place for the public hearing and meeting 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.

Mayor:

“HAS ANY WRITTEN CORRESPONDENCE BEEN RECEIVED OBJECTING TO THE ISSUANCE OF SAID BONDS?”

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Jennifer Sease, Administrative Services Director, provide a report to the Council on this proposed bond issuance.”

Mayor After Staff Report:

“IS THERE ANYONE PRESENT WHO WISHES TO BE HEARD FOR OR AGAINST THIS PROPOSED BOND ISSUANCE?” (Inform them to come to the microphone, give their name and address for the record.)

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

1. Consider MOTION to close public hearing 2024-17.

“Further consideration and action will take place on this proposed bond issuance under “New Business”, Agenda Item “J” later in this meeting.”

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REVENUE BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REVENUE BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and the issuance in the manner required by law of not to exceed \$4,500,000 Water Revenue Bonds, for the foregoing purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Approval of official council actions of the regular meeting of February 19, 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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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, February 19, 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

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

PUBLIC FORUM

1. Terry Sabol, Ankeny, expressed concern of her neighbor's not cleaning up their dog's feces.

APPROVAL OF AGENDA

1. Council Member Perry moved, Shafer seconded, to approve and accept the February 19, 2024 agenda with amendment, removing consent agenda item CA-37. Ayes: 5.

PUBLIC HEARING

1. PH 2024-09. 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 NW 36th Street and NW Weigel Drive HMA Resurfacing project. Notice of this hearing was published in the Des Moines Register on the 2nd day of February, 2024.

Mark Mueller, Public Works Director, reported that the project includes subgrade preparation and Hot Mix Asphalt (HMA) overlay of NW 36th Street from NW Weigel Drive to NW Irvinedale Drive and subgrade preparation and HMA overlay of NW Weigel Drive from NW 18th Street to NW 36th Street.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Shafer seconded, to close public hearing 2024-09. Ayes: 5.

2. PH 2024-10. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the SE 3rd Street Utility Improvements – Phase 2 project. Notice of this hearing was published in the Des Moines Register on the 2nd day of February, 2024.

Mark Mueller, Public Works Director, reported that the project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street, from S Ankeny Boulevard to SE Sharon Drive.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Shafer seconded, to close public hearing 2024-10. Ayes: 5.

3. PH 2024-11. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the Ankeny Fire Station No. 4 project. Notice of this hearing was published in the Des Moines Register on the 2nd day of February, 2024.

Mike Schrock, Assistant City Manager, reported that the project located at 2320 NW Weigel Drive, includes the construction of a new, single story fire station of approximately 12,830 sq. ft. Work includes all civil, landscape, architectural, structural, and mechanical, electrical and technology systems. A bid alternate for a fueling island located on-site is also contemplated with the project's design.

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 2024-11. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of February 5, 2024, as published.
2. Official council actions of the special meeting of February 12, 2024, as published, subject to correction, as recommended by the City Clerk.
3. Receive and file minutes of the Ankeny Cultural Arts Board meeting of June 12th, 2023.
4. Receive and file minutes of the Civil Service Commission meeting of January 8, 2024.

Licenses and Permits

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

Finance/Budget

6. Receive and file Financial Reports for January 2024.
7. Receive and file Building Permit Report for January 2024.
8. Receive and file Utility Billing Report for January 2024.
9. Approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$75,380.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 2 project.
10. Payment #5 in the amount of \$12,922.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
11. Payment #10 in the amount of \$26,827.25 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
12. Payment #36 in the amount of \$4,690.00 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
13. Payment #14 in the amount of \$4,620.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
14. Payment #9 in the amount of \$2,677.50 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
15. Payment #7 in the amount of \$19,236.83 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
16. Payment #3 in the amount of \$31,422.75 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.

17. Payment #10 in the amount of \$42,109.00 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
18. February 19, 2024 Accounts Payable by fund: General \$139,378; Parks Improvements \$2,794; Police Gift \$4,921; Road Use Tax \$27,122; Police/Fire Pension \$941; Library Foundation \$273; Water \$955,888; Sewer \$597,268; Storm Water \$8,022; Golf Course \$7,572; Enterprise Project \$56,005; Revolving \$23,277; Risk Management \$2,659; Health Insurance \$159; Capital Projects \$432,108; Payroll Totals \$1,881,815; Transfers/ACH (\$202,599); Agenda Payments Approved Separately (\$458,356); Grand Total \$3,479,247.
19. **RESOLUTION 2024-042** authorizing the purchase of traffic signal cabinets for installation with the SE Delaware Avenue Traffic Signal Upgrades.
20. **RESOLUTION 2024-043** authorizing the purchase of video detection equipment for installation with the SE Delaware Avenue Traffic Signal Upgrades.

Personnel

21. Authorize a side-by-side position in the police department which will temporarily increase the authorized FTE count by one.
22. Authorize a side letter agreement with AFSCME Local #1868 to amend the wages of the AFSCME Collective Bargaining Agreement for July 1, 2024 to June 30, 2025.
23. Accept the Civil Service Commission certified lists for appointment to: Plans Examiner, Police Officer, and Fire Lieutenant; subject to passing any further departmental requirements.

Community Development

24. **RESOLUTION 2024-044** accepting final plat, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, sewer and water connection fees, NW 18th Street improvement fees, warranty deed to streets and parkland, and platted easements; and authorizing cost participation for sidewalk oversizing for Savannah at Ankeny.
25. **RESOLUTION 2024-045** authorizing the Mayor to sign a development agreement by and between the City of Ankeny, Iowa, and SCS Ankeny, LLC regarding the construction of Savannah at Ankeny.
26. **RESOLUTION 2024-046** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of subgrade, sanitary sewer, storm sewer, and water main in Savannah at Ankeny.
27. **RESOLUTION 2024-047** approving plans and specifications, and accepting contracts and performance and maintenance bonds for the construction of street paving in Savannah at Ankeny.
28. **RESOLUTION 2024-048** accepting final plat and authorizing the Mayor to sign a consent to plat and easements for Ankeny Fire Station No. 4.
29. **RESOLUTION 2024-049** adopting a new Official Zoning Map for the City of Ankeny, Iowa.
30. **RESOLUTION 2024-050** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade and storm sewer associated with the Rueter Property Site Plan.
31. **RESOLUTION 2024-051** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving associated with the Rueter Property Site Plan.
32. **RESOLUTION 2024-052** authorizing the Mayor to sign a Development Agreement with Rueter Company concerning the maintenance of NE Rueter Drive associated with the development of the Rueter Property Site Plan.
33. **RESOLUTION 2024-053** accepting acquisition plat, warranty deed to streets, subdivision bond for seeding and silt fence, and storm water management facility maintenance covenant and permanent easement agreement associated with Rueter Property Site Plan.

Engineering

- 34. **RESOLUTION 2024-054** approving and authorizing the acquisition of property and property interests for the NE 36th Street and NE 38th Street Water Main project.
- 35. **RESOLUTION 2024-055** approving and authorizing the acquisition of property and property interests for the SE Delaware Avenue & SE 54th Street Traffic Signal.

Capital Improvement Projects

- 36. **RESOLUTION 2024-056** accepting a proposal from On Track Construction in the amount of \$130,499.00 for the construction of the 2024 Annual Storm Sewer Repairs project.
- 37. Removed from Agenda: Proposal for the construction of the 2024 Pedestrian Ramp Improvements Program - NE 18th Street project.
- 38. **RESOLUTION 2024-058** accepting a proposal from Vice Construction in the amount of \$176,220.00 for the construction of the 2024 Pedestrian Ramp Improvements Program - Northbrook project.
- 39. **NE 36th Street Reconstruction Project - I-35 to NE Fourmile Drive**: a) Final Change Order #7 increasing the contract amount by \$19,175.00; b) Certificate of Completion; c) **RESOLUTION 2024-059** accepting the public improvement with Absolute Concrete Construction Inc. in the amount of \$5,545,722.53; and d) Final Payment #14 in the amount of \$36,564.08; and Retainage Payment in the amount of \$277,286.13.
- 40. **RESOLUTION 2024-060** ordering preparation of final plat and schedule of assessments for the NE 36th Street Reconstruction Project - I-35 to NE Fourmile Drive.
- 41. **RESOLUTION 2024-061** ordering construction on the SE Corporate Woods Drive & SE Crosswinds Drive Traffic Signal and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/12/24 @ 10:30 A.M. / date of hrg: 3/18/24 @ 5:30 P.M.)

Administrative

- 42. **RESOLUTION 2024-062** authorizing the City Manager's Office to submit a grant application for the Energy Efficiency & Conservation Block Grant Program through the US Department of Energy.
- 43. **RESOLUTION 2024-063** authorizing the City of Ankeny, Iowa to submit an application for grant funding from the Iowa Department of Natural Resources in the amount of \$9,900 through the Community Forestry Program, with the City match in the amount not to exceed \$4,950 for tree planting projects.
- 44. Authorize the Police Department to submit a grant application for the Adopt A K-9 Cop Matching Grant through AKC Reunite.
- 45. **RESOLUTION 2024-064** fixing date for a meeting on the proposition of the issuance of not to exceed \$17,500,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof (date of hrg: 3/4/24).
- 46. **RESOLUTION 2024-065** fixing date for a meeting on the proposition of the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes), and providing for publication of notice thereof (date of hrg: 3/4/24).
- 47. **RESOLUTION 2024-066** fixing date for a meeting on the proposition of the issuance of not to exceed \$4,500,000 Water Revenue Bonds of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date of hrg: 3/4/24).

APPROVAL OF CONSENT AGENDA

1. Council Member Shafer moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-47, removing CA-37. Ayes: Shafer, Ruddy, Bentz, Perry, Stearns.

LEGISLATIVE BUSINESS

Boards Appointments

1. **Central Iowa Water Works (CIWW) Appointment:** Council Member Ruddy moved, Shafer seconded, to adopt **RESOLUTION 2024-067** appointing David Jones as the primary representative, and Jeff Perry as an alternative representative to the CIWW Board of Trustees. Ayes: Ruddy, Shafer, Bentz, Perry, Stearns.

Approval of Ordinances

1. **Ord 2161.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust. Council Member Shafer moved, Perry seconded, to accept second consideration of ORDINANCE 2161. Ayes: Shafer, Perry, Bentz, Ruddy, Stearns. Council Member Shafer moved, Ruddy seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2161, sending it on its final passage and publication as required by law. Ayes: Shafer, Ruddy, Bentz, Perry, Stearns.
2. **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, Shafer seconded, to accept second consideration of ORDINANCE 2162. Ayes: Ruddy, Shafer, Bentz, Perry. Abstain: Stearns due to family connection with business owner.
3. **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, Perry seconded, to accept second consideration of ORDINANCE 2163. Ayes: Ruddy, Perry, Bentz, Shafer. Abstain: Stearns due to family connection with business owner.
4. **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 Ruddy moved, Perry seconded, to accept second consideration of ORDINANCE 2164. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.

NEW BUSINESS

1. Proposed NW 36th Street & NW Weigel Drive HMA Resurfacing (PH 2024-09). Council Member Perry moved, Shafer seconded, to adopt **1) RESOLUTION 2024-068** adopting plans, specifications, form of contract and estimate of cost \$2,114,420.00; 2) receive and file report of bids received February 13, 2024; 3) adopt **RESOLUTION 2024-069** making award of construction contract with InRoads, LLC in the amount of \$1,691,525.00; and 4) adopt **RESOLUTION 2024-070** approving contract and bonds with InRoads, LLC in the amount of \$1,691,525.00. Ayes: Perry, Shafer, Bentz, Ruddy, Stearns.
2. Proposed SE 3rd Street Utility Improvements - Phase 2 (PH 2024-10). Council Member Ruddy moved, Shafer seconded, to adopt **1) RESOLUTION 2024-071** adopting plans, specifications, form of contract, estimate of cost \$2,500,000.00 and enhancement of payment; 2) receive and file report of bids received February 13, 2024; 3) adopt **RESOLUTION 2024-072** making award of construction contract with Rognes Corp in the amount of \$2,244,000.00;

and 4) adopt **RESOLUTION 2024-073** approving contract and bonds with Rognes Corp in the amount of \$2,244,000.00. Ayes: Ruddy, Shafer, Bentz, Perry, Stearns.

3. Proposed Ankeny Fire Station No. 4 (PH 2024-11). Council Member Perry moved, Shafer seconded, to adopt 1) **RESOLUTION 2024-074** adopting plans, specifications, form of contract and estimate of cost \$6,600,000.00; 2) receive and file report of bids received February 13, 2024; 3) adopt **RESOLUTION 2024-075** making award of construction contract with HPC, LLC in the amount of \$5,950,000.00. Ayes: Perry, Shafer, Bentz, Ruddy, Stearns.
4. Proposed Request for Council Initiated Rezoning from R-1 to PUD Berwick Holdings, LLC. Council Member Ruddy moved, Shafer seconded, to receive and file correspondence dated January 29, 2024 regarding a rezoning request for a 104-acre parcel located at NW Berwick Drive. Ayes: Ruddy, Shafer, Bentz, Perry, Stearns. Council Member Shafer moved, Perry seconded, to initiate a rezoning request for a 104-acre parcel located at NW Berwick Drive and refer to the Plan and Zoning Commission for review and recommendation. Ayes: Shafer, Perry, Bentz, Ruddy, Stearns.

ADJOURNMENT

1. Meeting was adjourned at 6:07 p.m. and was immediately followed by a Council Action Planning Session.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 3/1/24.



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 January 17, 2024.

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
 P&Z Minutes 2024-01-17



Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 17, 2024

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

CALL TO ORDER

Chair Ted Rapp called the January 17, 2024 meeting of the Plan & Zoning Commission to order at 5:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the January 17, 2024 agenda without amendments. Second by A.Renaud. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the January 3, 2024 minutes of the Plan and Zoning Commission meeting.

Item #2. Delaware Landing Plat 3 Final Plat

Motion to recommend City Council approval of the Delaware Landing Plat 3 Final Plat.

Item #3. 5575 SE Delaware Avenue - MHC Kenworth of Des Moines Site Plan

Motion to approve the site plan for 5575 SE Delaware Avenue, MHC Kenworth of Des Moines, subject to City Council approval of the Delaware Landing Plat 3 Final Plat.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1 - #3. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

Commissioner Lisa West arrived at 5:32 p.m.

REPORTS

City Council Meeting

E.Jensen thanked the Commission for allowing the meeting to start at 5:30 p.m.

E.Jensen reported on the January 16, 2024 City Council meeting and the work session that followed.

Director's Report

E.Jensen presented the tentative agenda items for the Tuesday, February 6, 2024 Plan and Zoning Commission meeting and the Plan and Zoning Commission 2023 Annual Report.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

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

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 5:34 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 Zoning Board of Adjustment meeting of December 5, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 ZBOA Minutes 2023-12-05

Meeting Minutes
Zoning Board of Adjustment
Tuesday, December 5, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the December 5, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Nichole Sungren, Kristi Tomlinson. Absent: Brett Walker. Staff: E.Jensen, E.Carstens, B.Morrissey, L.Hutzell and B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE NOVEMBER 7, 2023 REGULAR MEETING

Motion by K.Tomlinson to approve the November 7, 2023 meeting minutes as submitted. Second by N.Sungren. Motion carried 4 – 0.

COMMUNICATIONS / CORRESPONDENCE

Correspondence received for Appeal #23-20:

Erik & Mary Gjullin, 4510 SW Sawgrass Parkway, Ankeny

Travis & Traci Trumper, 4529 SW Bluegrass Drive, Ankeny

BUSINESS ITEMS

PUBLIC HEARINGS:

#23-20

Randy & Denise Shoeman

for property located at

4533 SW Sawgrass Parkway

Lot 25, Sawgrass Park Plat 4

RE: Variance - Rear Yard Setback

Chair M.Ott opened the public hearing.

Randy and Denise Shoeman, 4533 SW Sawgrass Parkway said that they are asking for approval of a variance for their pergola that was constructed over their deck. He said they are hardworking people and keep a meticulous property. They are very cautious and respectful of all their neighbors. Randy Shoeman presented current pictures of their home to the Board showing the pergola as it stands today. He commented that the pergola does not intrude on any of the neighbor's view of the Sawgrass property. Randy and Denise Shoeman, respectively, asked the Board to approve their request.

M.Ott questioned Randy Shoeman as to how long they have owned the home, whether they hired a contractor to build the deck and if the deck was existing. Randy Shoeman responded that they have lived in the house three-plus years and hired a contractor to rebuild the existing deck to the same size. M.Ott referencing the staff's findings, said that the contractor requested a permit for the deck and pergola, and only the deck permit was approved by City staff, not the pergola, as it would need a variance before it could be constructed. M.Ott asked for some insight as to when the pergola was built? Randy Shoeman responded saying that the pergola was built at the same time as the deck. Randy Shoeman said that how it fell through the cracks was because he was on the road all the time, and they were dealing with substantial water damage in their master bath, along with cabinetry problems in the kitchen, while the deck was being reconstructed. There was a lot going on at once. M.Ott asked if the contractor told him that it was approved and wondered how the pergola was built without approval. Randy Shoeman said he honestly doesn't remember and does not have a good, honest excuse for how it happened. The people who built the deck are very good builders.

There were no further questions from the Board.

L.Hutzell reported the request is for a variance to allow a 25-foot rear yard setback for an existing pergola. She stated that the subject property is located at 4533 SW Sawgrass Parkway, south of SW Oralabor Road and west of SW State Street within the southwestern quadrant of Ankeny. The subject property is zoned R-3 with restrictions, Multiple Family Residence District restricted to single family homes and is situated on a .387-acre lot. She said that the neighboring properties to the north and east are similarly zoned R-3 with restrictions, neighboring properties to the south are located in the County and zoned Low Density Residential, and Sawgrass Park is immediately west. L.Hutzell explained that in May 2021, City staff received a permit application to allow a deck with pergola to be built at the subject property and informed the contractor applying for the permit that the permit for the pergola could not be issued because a pergola is considered a covering, and per code, covered decks are not allowed to encroach into the rear yard setback. The contractor decided to proceed with just a permit for the deck, which was approved on May 20, 2021. She noted that City Staff noticed the pergola in November 2023 while out inspecting a neighboring property and a letter was then sent to the homeowner informing them that they were in violation of Ankeny Municipal Code because the pergola structure was unpermitted and encroaches 10-feet into the rear yard setback. L.Hutzell stated the homeowner is now seeking a variance to correct the situation. She noted, that as shown on the site plan, at its furthest point the pergola extends approximately 10-feet into the rear yard setback leaving approximately 25' between the structure and the rear property line. Staff is not concerned with the pergola extending into the rear-yard setback as the property backs to Sawgrass Park and does not have any measurable impact on surrounding residences. L.Hutzell stated that given the lot shape coupled with the position of the home at the bulb of the cul-de-sac and the fact that this property backs to Sawgrass Park, staff's position is to grant a variance to Ankeny Municipal Code Section 192.05(3)(E) to allow a 25-foot rear yard setback for a pergola over an existing deck at 4533 SW Sawgrass Parkway, subject to the applicant acquiring all necessary building permits. Staff's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

M.Ott asked that when notices were sent out regarding the public hearing, were they sent to the unincorporated county properties? L.Hutzell responded, yes.

J.Baxter inquired about the portion of staff's recommendation subjecting them to acquiring all necessary building permits. E.Jensen responded that the applicant needed to obtain a variance before a building permit could be issued for the pergola.

Travis Trumper, 4529 SW Bluegrass Drive, Ankeny said they live to the east of the Shoeman's and have no problems with the pergola. He said it does not obstruct anyone's view, and it is a beautiful addition to the property. He respectively asked the Board to approve the request.

M.Ott shared that the Board received correspondence from two neighboring properties in favor of the request.

Motion by M.Ott to close the public hearing, and receive and file correspondence. Second by J.Baxter. All voted aye. Motion carried 4 – 0.

M.Ott said the consensus of the Board is that they do not appreciate the request being brought before the Board after the fact, especially after they were denied the permit when they applied to have it built.

M.Ott further stated that had this request come before the Board prior to the pergola being built, he would have had zero concern about approving it, and since there was no opposition. All Board members agreed with M.Ott's statement.

Board Action on Filing #23-20 for property located at 4533 SW Sawgrass Parkway

Motion by M.Ott that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.05(3)(E) to allow a 25-foot rear yard setback for a pergola over an existing deck at 4533 SW Sawgrass Parkway, subject to the applicant acquiring all necessary building permits. This is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by K.Tomlinson. All voted aye. Motion carried 4 – 0.

NEW BUSINESS

There was no new business.

REPORTS

Renewed Special Use Permits

#12-02 Sports Page Grill, 1701 N Ankeny Blvd.

#10-06 Lindo Jalisco Mexican, 1810 SW White Birch Cir., Ste. 118

There being no further business, meeting adjourned at 5:20 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

March 4, 2024

5 : 30 PM

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of January 18, 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, January 18, 2024

Regular meeting: 6 p.m.

Location: City Council Chambers - Library

Present: Gene Lucht, John Meyer, Miranda Piepho, Heather Stephenson, Nancy Medema, Fred Schuster, and Amber Sommerfeld

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	Motion made by Medema to approve the November 2023 meeting minutes. Second by Lucht. Motion passed unanimously.
Public Comments	
Consent Agenda	Sam Mitchel, Director, presented the Financials. • Run Rate: 50% • Schuster asked for more information about Workers' Comp – Sam is going to research and get back to us.
Policy/Procedure Review	Communication and Marketing Policy • There are a few additional edits to make – some due to redundancy and others due to practices we can't perform. • Stephenson asked about the changes to media releases. Is this part of the policy communicated? Sealine stated that this isn't identified on the marketing materials. Mitchel said we could post if needed. However, since the library is public, there is no expectation of privacy. Stephenson motioned to approve. Medema seconded. All in favor. Passed unanimously.
Director's Report	Presented by Mitchel: • Caught up on staff evaluations. • Budget materials were sent in. Sam presents the information to Mayor and City Council on 1/19. • Meyer asked if we have a policy on weapons in the policy. Mitchel stated that we do not. • Schuster asked Sealine to expand on accomplishments. Sealine stated that she's still working on the community survey. More information will be available in February.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
Emerging Trends	
Friends of the Library (Update)	Medema shared the only real update from the December Friends meeting was that they are hosting a BINGO night.
Old Business	Fines on Old Accounts • Mitchel contacted Polk Co. libraries and several are fine free, so they vacated old account fees. Some held on to some of the fees for a certain amount of time. It's

Topic	Discussion
	up to the governing board to make the decision on how long we want to hold onto the fees. • Next steps – Mitchel to pull together a policy and provide to the Board to review. • Stephenson asked about lost and damaged items – do those stay on our books? Mitchel responded the Fines and Fees policy states anything above \$50, we can send to collections.
New Business	
Professional Development	
Adjourn	Next meeting: February 15, 2024 Motion to adjourn made by Medema. Second by Lucht.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 2/15/24



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:

Motion

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. Prairie Trail Sports Complex LLC. d/b/a Prairie Trail Sports Complex, 2250 SW Vintage Parkway - Special Class C Retail Alcohol License (BW) (Renewal) - Effective March 21, 2024.
2. I B Cooking, LLC d/b/a Bianca's Grill & Vineyard, 410 S Ankeny Blvd. - Class C Retail Alcohol License (LC) (Renewal) includes Catering - Effective March 21, 2024.

3. Giving Back Outdoors d/b/a Giving Back Outdoors, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective March 23, 2024, PENDING DRAM ENDORSEMENT.
4. Bubbie's BBQ LLC, d/b/a Bubbie's BBQ, 1802 N Ankeny Blvd, Ste. 101 - Class C Retail Alcohol License (LC) (New) - Tentatively Effective March 5, 2024.
5. a.) Casey's Marketing Company, d/b/a Casey's General Store #2785, 1602 W 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effective April 1, 2024
b.) Enrollment in the Automatic Renewal Program Effective 2024.

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):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 \$13,381.72 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer - Phase 2
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 5 **PO #**
Original Contract Date: September 5, 2023 **Vendor #** 2078

Date of Council Meeting: March 4, 2024 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: January 1, 2024 Through: January 31, 2024

Contract Summary

Original Contract Amount:	\$	29,000.00	
Net change by Change Orders:	\$	100,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	129,000.00	
Total completed and stored to date:	\$	37,809.36	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	37,809.36	
Less previous applications for payment:	\$	24,427.64	
SUBTOTAL	\$		13,381.72

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,381.72

Balance to finish, including retainage: \$ 91,190.64

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Andy Floy

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: 2024.02.20 16:25:52-0500

Signature

February 20, 2024

Date

City of Ankeny Staff Approval:

Donald Clark

2-21-24

Signature

Date

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

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

Date Printed: 2/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 6, 2023	\$ 8,946.00
2	November 20, 2023	\$ 8,742.50
3	January 2, 2024	\$ 4,830.10
4	February 5, 2024	\$ 1,909.04
5		
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 24,427.64

Record of Change Orders

No.	Date	Amount
1	January 16, 2024	\$ 100,000.00
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TOTAL \$ 100,000.00

Contract Time Remaining

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

Invoice

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

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

February 21, 2024

Project No: 0023A020.00

Invoice No: 88612

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 13,381.72

Project 0023A020.00 North Four Mile Creek Trunk Sewer - Phase 2

Professional Services through January 31, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	1.00	208.00	208.00
Project Engineer II	38.50	172.00	6,622.00
Staff Engineer II	7.50	142.00	1,065.00
Staff Engineer I	8.00	131.00	1,048.00
Technician IV	7.00	129.00	903.00
Technician II	19.00	109.00	2,071.00
Technician I	2.50	88.00	220.00
Construction Manager III	5.50	188.00	1,034.00
Project Administrator II	1.00	106.00	106.00
Totals	90.00		13,277.00
Total Labor			13,277.00

Expenses

104.72

Billing Limits	Current	Prior	To-Date
Total Billings	13,381.72	24,427.64	37,809.36
Limit			129,000.00
Remaining			91,190.64

Total This Invoice USD 13,381.72



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$8,549.50 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 11 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: March 4, 2024 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: January 1, 2024 Through: January 31, 2024

Contract Summary

Original Contract Amount:	\$	473,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00	
Total completed and stored to date:	\$	455,638.24	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	455,638.24	
Less previous applications for payment:	\$	447,088.74	
SUBTOTAL	\$	8,549.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,549.50

Balance to finish, including retainage: \$ 17,761.76

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy Floy
Digitally signed by Andy S. Floy
DN: cn=Andy S. Floy, ou=Active User
Accounts, OU=Members, DC=foth,
DC=ia
Reason: I am approving this document
Date: 2024.02.20 16:51:53 -0500

Firm Name

Signature Date

February 20, 2024

City of Ankeny Staff Approval:

Signature Date

Mitchell Wedell

2-21-24

Submit to: Mitch Wedell, P.E. - Development Engineering Manager
E-mail: MWedell@AnkenyIowa.gov **Phone:** (515) 963-3520 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 25,629.81
2	June 5, 2023	\$ 71,489.33
3	July 3, 2023	\$ 48,422.90
4	August 7, 2023	\$ 21,666.10
5	August 21, 2023	\$ 21,628.00
6	October 2, 2023	\$ 60,553.50
7	November 6, 2023	\$ 72,962.10
8	November 20, 2023	\$ 54,071.50
9	January 2, 2024	\$ 38,365.40
10	February 5, 2024	\$ 32,300.10
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

TOTAL \$ 447,088.74

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 21, 2024

Project No: 0023A007.00

Invoice No: 88611

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 8,549.50

Project 0023A007.00 NW State Street Extension

Professional Services through January 31, 2024**Professional Personnel**

	Hours	Rate	Amount
Project Manager II	8.00	202.00	1,616.00
Project Manager I	4.00	180.00	720.00
Project Engineer V	2.00	216.00	432.00
Project Engineer III	5.50	178.00	979.00
Project Engineer I	13.50	154.00	2,079.00
Staff Engineer II	14.50	137.00	1,986.50
Staff Engineer I	5.00	127.00	635.00
Project Administrator II	1.00	102.00	102.00
Totals	53.50		8,549.50

Total Labor**8,549.50****Billing Limits**

	Current	Prior	To-Date
Total Billings	8,549.50	447,088.74	455,638.24
Limit			473,400.00
Remaining			17,761.76

Total This Invoice USD 8,549.50



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: January 1st to January 31st, 2023

Work Completed:

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

- Ongoing project coordination and project management.
- Completed roundabout peer review modifications
- Coordinated with City and CDA on Hope Crest design modifications

Work Scheduled:

The following work tasks will be completed in February of 2024:

- Continue design development coordination and project management.
- Coordinate with CDA on Hope Crest design changes.
- Update roadway profile with changes from CDA design
- Update culverts and storm sewer design with changes from CDA design

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	March 6, 2023
Design Survey and Mapping	April, 2023
Traffic Study	June, 2023
Functional Design	August, 2023
Preliminary Design	October, 2023

General Comments:

- None



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #22

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 22 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: March 4, 2024 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: January 1, 2024 Through: January 31, 2024

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	300,600.00	
Total completed and stored to date:	\$	215,219.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	215,219.50	
Less previous applications for payment:	\$	205,966.94	
SUBTOTAL	\$		9,252.56

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,252.56

Balance to finish, including retainage: \$ 85,380.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy Floy

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: 2024.02.20 16:08:43-0600

Firm Name

February 20, 2024

Signature

Date

City of Ankeny Staff Approval:

Donald Clark

2-21-24

Signature

Date

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

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

Date Printed: 2/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
12	May 1, 2023	\$ 1,951.69
13	June 5, 2023	\$ 2,580.57
14	July 3, 2023	\$ 4,737.17
15	August 7, 2023	\$ 2,963.58
16	August 21, 2023	\$ 2,499.00
17	October 2, 2023	\$ 20,966.22
18	November 6, 2023	\$ 9,245.40
19	November 20, 2023	\$ 8,828.03
20	January 2, 2024	\$ 8,265.16
21	February 5, 2024	\$ 9,290.74
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Previous Applications for Payment

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TOTAL \$ 205,966.94

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
2	April 17, 2023	\$ 162,000.00
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TOTAL \$ 173,500.00

Contract Time Remaining

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

Invoice

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

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-3095*

February 21, 2024

Project No: 0022A004.00

Invoice No: 88610

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 9,252.56

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through January 31, 2024

Professional Personnel

	Hours	Rate	Amount
Project Manager II	2.00	202.00	404.00
Project Engineer II	11.00	166.00	1,826.00
Technician I	48.00	85.00	4,080.00
Construction Manager III	12.50	182.00	2,275.00
Project Administrator II	1.00	102.00	102.00
Totals	74.50		8,687.00
Total Labor			8,687.00

Project Expenses 22.60

Miscellaneous Expenses 542.96

Billing Limits	Current	Prior	To-Date
Total Billings	9,252.56	205,966.94	215,219.50
Limit			300,600.00
Remaining			85,380.50

Total This Invoice USD 9,252.56



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 \$14,068.75 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan
Contractor: JEO Consulting Group, Inc.
Address: 1937 N. Chestnut Street, Wahoo, NE 68066
Finance Budget Code: 260.3265.4210 Finance Project #: NA
Vendor Project #: 222064 Purchase Order #: NA
Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting:

~~March 18, 2024~~ *March 4, 2024 PM*

Payment Application #:

11

Payment Period:

From: January 13, 2024

Through:

February 16, 2024

Contract Summary:

Original Contract Amount:	\$	269,400.00
Net Change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00

Total Completed and Stored to Date:	\$	206,579.54
Retainage: 0 % of Completed Work:	\$	-
Total Earned Less Retainage:	\$	206,579.54
Less Previous Applications for Payment:	\$	192,510.79
SUBTOTAL:	\$	14,068.75

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 14,068.75

Balance to Finish, Including Retainage: \$ 62,820.46

Contract Time Remaining: NA ----

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

February 23, 2024

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 2/26/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	\$ 6,332.50
2	June 5, 2023	\$ 30,194.39
3	July 3, 2023	\$ 38,156.25
4	August 7, 2023	\$ 14,535.90
5	September 5, 2023	\$ 20,996.25
6	October 16, 2023	\$ 29,206.25
7	November 20, 2023	\$ 4,823.75
8	December 4, 2023	\$ 10,635.50
9	January 2, 2024	\$ 20,932.50
10	February 5, 2024	\$ 16,697.50
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 192,510.79

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

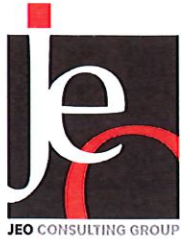
Contract Period:	---
Construction Start Date:	---

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



Engineering | Architecture | Surveying | Planning

Invoice

February 26, 2024

Project No: R222064.00

Invoice No: 148499

Invoice Amount: 14,068.75

Leslie Hart
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through February 16, 2024

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	72%	\$24,891.25	\$23,061.25	\$1,830.00
Current and Future Transportation Conditions	\$54,150.00	100%	\$54,150.00	\$54,150.00	0.00
Public Engagement and Stakeholder Input	\$56,200.00	76%	\$42,675.00	\$42,675.00	0.00
Goals, Objectives, and Action Steps	\$29,750.00	88%	\$26,257.75	\$26,257.75	0.00
Alternatives Analysis & Prioritization	\$49,620.00	74%	\$36,954.50	\$26,422.00	\$10,532.50
Transportation Master Plan	\$40,100.00	51%	\$20,553.25	\$18,847.00	\$1,706.25
Direct Costs	\$5,050.00	22%	\$1,097.79	\$1,097.79	0.00
Total	\$269,400.00		\$206,579.54	\$192,510.79	\$14,068.75
Total Amount Due Upon Receipt :					\$14,068.75

Email invoice to: lhart@ankenyiowa.gov



Monthly Progress Report

DATE PREPARED | 2/23/24
PROJECT NAME | Ankeny Transportation Master Plan
JEO PROJECT NO. | R222064
CITY PROJECT MANAGER | Leslie Hart
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
PROFESSIONAL SERVICES DATE | 2/20/22
AGREEMENT NTP | 2/20/22
AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

Below is a progress report for the above referenced project during the dates as noted on the invoice.

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Public engagement work on Phase 3 outreach
- Project progress meetings
- Alternatives planning and analysis of future projects and programs
- Transportation plan documentation

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

- Continued project management activities
- Progress meetings
- Public Engagement – Phase 3 Open House planning and coordination
- Review of financial budgets and analysis for transportation programs
- Continued alternatives analysis and policy/program draft recommendations
- Funding review and evaluation

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

- Continued data sharing of any new project or program updates, review of materials submitted, and other relevant files as updated in meeting minutes
- Internal coordination with finance office / budget information to discuss revenues and funding looking forward

4. SUMMARY OF POTENTIAL OUT OF SCOPE WORK/CURRENT PROJECT ISSUES

- None to date.



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

##

Date of Council Meeting: March 4, 2024
PAYMENT REQUEST # 14
PAYMENT PERIOD: From: October 21, 2023 Through: February 9, 2024

Contract Summary

Original Contract Amount: \$ 106,780.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 106,780.00

Total completed and stored to date: \$ 105,103.75
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 105,103.75
Less previous applications for payment: \$ 101,545.00
SUBTOTAL \$ 3,558.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,558.75

Balance to finish, including retainage: \$ 1,676.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

February 13, 2024

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, PE, CFM - Storm Water & Environmental Manager

E-mail:

BFord@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 1, 2022	\$ 6,090.00
2	September 5, 2022	\$ 17,092.50
3	October 3, 2022	\$ 6,496.25
4	November 7, 2022	\$ 22,783.75
5	December 19, 2022	\$ 15,661.25
6	January 3, 2023	\$ 10,681.25
7	February 6, 2023	\$ 7,326.25
8	March 6, 2023	\$ 6,340.00
9	April 3, 2023	\$ 1,193.75
10	May 1, 2023	\$ 1,901.25
11	June 5, 2023	\$ 4,112.50
12	October 16, 2023	\$ 412.50
13	November 6, 2023	\$ 1,453.75
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 101,545.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

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



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

February 13, 2024

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

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 14
JEO Project No. 200170.02

Becky,

This is the fourteenth progress report for the above referenced project and covers work through February 9, 2024. Work related to this project includes bidding phase services such as posting the contract documents, answering contractor questions, and posting an addendum.

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

Sincerely,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: March 4, 2024
PAYMENT REQUEST # 27 (Final)
PAYMENT PERIOD: From: January 6, 2024 Through: February 9, 2024

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	279,330.00	
Contract Amount to Date: (line 1 ± 2)	\$	408,890.00	
Total completed and stored to date:	\$	408,890.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	408,890.00	
Less previous applications for payment:	\$	398,889.50	
SUBTOTAL			\$ 10,000.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 10,000.50

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

February 13, 2024

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, PE, CFM - Stormwater and Environmental Manager

E-mail:

BFord@AnkenyIowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	\$ 8,827.50
2	March 1, 2021	\$ 27,042.50
3	April 5, 2021	\$ 13,045.00
4	May 3, 2021	\$ 18,691.25
5	June 7, 2021	\$ 6,117.50
6	August 2, 2021	\$ 31,245.00
7	September 7, 2021	\$ 16,212.50
8	October 4, 2021	\$ 12,552.50
9	November 1, 2021	\$ 4,171.25
10	March 7, 2022	\$ 3,540.00
11	May 2, 2022	\$ 19,070.00
12	June 6, 2022	\$ 2,417.50
13	July 5, 2022	\$ 12,187.20
14	August 1, 2022	\$ 19,825.00
15	September 6, 2022	\$ 23,732.50
16	October 3, 2022	\$ 30,227.50
17	November 7, 2022	\$ 24,341.25
18	December 19, 2022	\$ 18,380.00
19	January 3, 2023	\$ 6,223.75
20	April 3, 2023	\$ 16,465.00
21	June 5, 2023	\$ 3,133.75
22	July 3, 2023	\$ 2,348.75
23	August 7, 2023	\$ 1,797.50
24	September 18, 2023	\$ 17,664.05
25	November 6, 2023	\$ 1,761.25
26	February 5, 2024	\$ 57,869.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 398,889.50

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
3	February 20, 2023	\$ 16,465.00
4	August 7, 2023	\$ 16,990.00
5	January 2, 2024	\$ 67,870.00
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CHANGE ORDER TOTAL = \$ 279,330.00

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



February 13, 2024

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 27 (Final)
JEO Project No. 200170.01

Becky,

This is the twenty-seventh and final progress report for the above referenced project and covers work through February 9, 2024. Work during the specified timeframe includes preparation and completion of the post-construction deliverables requested by the City, including final as-built documents.

We have enjoyed working with the City of Ankeny on this project and hope to do so again soon. Please contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 62nd St Box Culvert Design
Contractor: Kirkham Michael and Associates
Address: 4390 114th St., Urbandale, IA 50322
Finance Budget Code: 892.3892.4210 Finance Project #: 892.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: April 17, 2023 Vendor Account #: 908

Date of Council Meeting: March 4, 2024 Payment Application #: 6
Payment Period: From: January 20, 2024 Through: February 16, 2024

Contract Summary:

Original Contract Amount:	\$	71,240.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	71,240.00	
Total Completed and Stored to Date:	\$	61,477.03	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	61,477.03	
Less Previous Applications for Payment:	\$	52,802.03	
SUBTOTAL:	\$	8,675.00	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 8,675.00

Balance to Finish, Including Retainage: \$ 9,762.97

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:

Kirkham Michael and Associates

Firm Name

Signature

02/20/2024

Date

City of Ankeny Staff Approval:

Signature

2/20/24

Date

Submit to:

Don Clark, P.E., Director of Municipal Utilities

E-mail:

dclark@Ankenylowa.gov

Phone Number:

(515) 963-3529

Date Printed: 2/20/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 3, 2023	\$ 3,400.00
2	October 16, 2023	\$ 9,035.00
3	November 20, 2023	\$ 15,797.50
4	January 2, 2024	\$ 11,897.50
5	February 5, 2024	\$ 12,672.03
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 52,802.03

Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



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

INVOICE

Invoice Number: 95214
Date: February 20, 2024
Project Number: 2304600

City of Ankeny
Attn: Don Clark
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Ankeny 62nd St. RCB

For Professional Services Rendered Through: February 16, 2024

Professional engineering services for the design of a reinforced concrete box culvert to replace the existing structure on the future alignment of NE 62nd St. in Ankeny, Iowa per contract dated 4/17/2023.

Work completed during this reporting period:
Coordination with USACE. Final Plan Sheets. QAQC Reviews. Front Ends

Work anticipated during the next reporting period:
Address City review comments. Preparation for bid opening.

001 - Project Management

Professional Services

	Hours	Rate	Amount
Putz, Andrew J	6.0	\$190.00	\$1,140.00
	6.00		\$1,140.00

001 - Project Management Total: **\$1,140.00**

002 - Preliminary Design

Professional Services

	Hours	Rate	Amount
Khiangtes, Dennis	31.0	\$120.00	\$3,720.00
	31.00		\$3,720.00

002 - Preliminary Design Total: **\$3,720.00**

003 - Final Design

Professional Services

	Hours	Rate	Amount
Putz, Andrew J	2.0	\$190.00	\$380.00
Reneker, Steven B	5.5	\$210.00	\$1,155.00
	7.50		\$1,535.00

003 - Final Design Total:**\$1,535.00****004 - Letting & Construction****Professional Services**

	Hours	Rate	Amount
Putz, Andrew J	12.0	\$190.00	\$2,280.00
	12.00		\$2,280.00

004 - Letting & Construction Total:**\$2,280.00****Invoice Total \$8,675.00**

Maximum Allowable	\$71,240.00
Previously Billed	\$52,802.03
Current Invoice Amount	\$8,675.00
Remaining Contract	\$9,762.97



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #1 in the amount of \$8,385.95 to Snyder & Associates, Inc., for engineering services on the Watercrest Park expansion project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 21, 2024

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

RE: WATERCREST PARK
PROGRESS REPORT NO. 01
S&A PROJECT NO. 124.0171.01

Dear Mr. Lenox:

Enclosed is the first invoice for the above referenced project, for work performed through February 18, 2024. Services performed during this included topographic survey services.

Should you have any questions on this update, please feel free to contact me. We will attend the March 4, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/crs

Enclosure

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Watercrest Park
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 973.2973.4210 Finance Project #: 973.4210
Vendor Project #: 124.0171.01 Purchase Order #:
Original Contract Date: January 16, 2024 Vendor Account #: 990

Date of Council Meeting: March 4, 2024 Payment Application #: 1
Payment Period: From: January 22, 2024 Through: February 18, 2024

Contract Summary:

Original Contract Amount:	\$	59,500.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	59,500.00	
Total Completed and Stored to Date:	\$	8,385.95	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	8,385.95	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 8,385.95

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 8,385.95

Balance to Finish, Including Retainage: \$ 51,114.05

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:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Nick Lenox

E-mail:

nlenox@ankenyiowa.gov

Phone Number:

515/963-3576

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days

Construction Start Date:

Substantial Completion:

Contract Working Days:

Added by Change Order:

Total Working Days: 0.0

Working Days Used to Date:

Working Days Remaining: 0.0

Full Completion:

Contract Working Days:

Added by Change Order:

Total Working Days: 0.0

Working Days Used to Date:

Working Days Remaining: 0.0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 21, 2024

Nick Lenox
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 124.0171.01 - 1

Email

Project 124.0171.01 Watercrest Park

Professional Services through February 18, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount
Land Surveyor VIII	2.00	198.00	396.00
Land Surveyor II	8.50	128.00	1,088.00
Technician VII	34.00	124.00	4,216.00
Technician II	34.00	75.00	2,550.00
Administrative II	1.00	77.00	77.00
Total Services	79.50		8,327.00
			8,327.00

Fleet Mileage

58.95

Phase Subtotal \$8,385.95

Construction Services

Phase Subtotal 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	8,385.95	0.00	8,385.95
Limit			59,500.00
Remaining			51,114.05

Amount Due this Invoice \$8,385.95

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

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

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



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Improvements 1st Street to 11th St
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 949.3949.4210 Finance Project #: 949.4210
Vendor Project #: 123.0584.01 Purchase Order #:
Original Contract Date: October 2, 2023 Vendor Account #: 990

Date of Council Meeting: March 4, 2024 Payment Application #: 5
Payment Period: From: January 22, 2024 Through: February 18, 2024

Contract Summary:

Original Contract Amount:	\$	282,300.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	282,300.00	
Total Completed and Stored to Date:	\$	249,672.89	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	249,672.89	
Less Previous Applications for Payment:	\$	238,554.96	
SUBTOTAL:	\$		11,117.93

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 11,117.93

Balance to Finish, Including Retainage: \$ 32,627.11

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:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter P.E.

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515/965-6400

Date Printed: 2/22/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	October 25, 2023	\$ 76,679.45
2	November 21, 2023	\$ 40,757.61
3	December 19, 2023	\$ 46,633.00
4	January 24, 2024	\$ 74,484.90
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 238,554.96

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



February 21, 2024

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

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 5
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the fifth progress report for the above referenced project and covers work through February 18, 2024. Our work through this period includes the following:

- PMT meeting #5
- Preliminary transportation, traffic, and landscaping design
- Final transportation and traffic design
- Lighting analysis
- Environmental services
- Franchise utility coordination
- Beginning right of way acquisition plats

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the March 4, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 21, 2024

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0584.01 - 5

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

Project 123.0584.01 N Ankeny Blvd Improvements 1st Street to 11th St

Professional Services through February 18, 2024

Basic Services

	Hours	Rate	Amount	
Principal Engineer II	6.75	245.00	1,653.75	
Principal Engineer I	9.25	230.00	2,127.50	
Land Surveyor VIII	1.00	192.00	192.00	
Engineer VIII	12.00	192.00	2,304.00	
Engineer IV	1.00	149.00	149.00	
Engineer II	3.50	123.00	430.50	
Technician III	31.25	80.00	2,500.00	
Total Services	64.75		9,356.75	
Total Services				9,356.75

Employee Mileage			4.69	
Traffic Counts/Traffic Data			208.00	
Total Expenses				212.69

Fleet Mileage				5.24
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Billing Limits	Current	Prior	To-Date	
Total Billings	9,574.68	223,014.47	232,589.15	
Limit			232,600.00	
Remaining			10.85	
Phase Subtotal				\$9,574.68

Additional Services

	Hours	Rate	Amount	
Land Surveyor VIII	.75	192.00	144.00	
Right-of-Way Agent II	.25	123.00	30.75	
Archaeologist V	8.50	161.00	1,368.50	
Total Services	9.50		1,543.25	
Total Services				1,543.25

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

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

Project	123.0584.01	Ank-NANkBlvdImprov1stStto11thSt		Invoice	5
Billing Limits		Current	Prior	To-Date	
Total Billings		1,543.25	15,540.49	17,083.74	
Limit				49,700.00	
Remaining				32,616.26	
			Phase Subtotal		\$1,543.25
Amount Due this Invoice					<u>\$11,117.93</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 Finance Project #: 886.4210
Vendor Project #: 123.0680.01 Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: March 4, 2024 Payment Application #: 10
Payment Period: From: January 22, 2024 Through: February 18, 2024

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	473,088.02	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	473,088.02	
Less Previous Applications for Payment:	\$	396,467.38	
SUBTOTAL:	\$		76,620.64

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 76,620.64

Balance to Finish, Including Retainage: \$ 24,611.98

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:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam Lust

E-mail:

alust@ankenyiowa.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
2	June 21, 2023	\$ 25,064.30
3	July 26, 2023	\$ 58,569.75
4	August 24, 2023	\$ 47,192.42
5	September 21, 2023	\$ 49,460.12
6	October 26, 2023	\$ 60,080.29
7	November 22, 2023	\$ 35,944.74
8	December 19, 2023	\$ 31,836.75
9	January 24, 2024	\$ 63,574.18
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

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

PREVIOUS PAY APPS TOTAL = \$ 396,467.38



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

February 22, 2024

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

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 10
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the tenth progress report for the above referenced project and covers services through February 18, 2024. Work through this period includes additional traffic study evaluation and reporting, additional topographic survey, roadway modeling, sanitary sewer, storm sewer, and water main design, draft NEPA submittal, development of D5 (ROW design) plans, staging and traffic control design, drainage report, and project management tasks. Work anticipated in the next month includes D5 (ROW design) submittal to Iowa DOT and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the March 4, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 22, 2024

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0680.01 - 10

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through February 18, 2024

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Sr. Engineer	17.25	210.00	3,622.50	
Land Surveyor VIII	2.25	192.00	432.00	
Engineer II	32.25	123.00	3,966.75	
Technician VII	5.50	120.00	660.00	
Technician VI	12.50	108.00	1,350.00	
Technician II	11.50	73.00	839.50	
Total Services	81.50		10,932.00	10,932.00

Fleet Mileage

13.10

Phase Subtotal \$10,945.10

Basic Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.00	245.00	490.00	
Principal Engineer I	11.75	230.00	2,702.50	
Sr. Engineer	50.50	210.00	10,605.00	
Engineer IV	101.25	149.00	15,086.25	
Engineer II	111.00	123.00	13,653.00	
Engineer I	3.00	109.00	327.00	
Lead Technician	5.50	146.00	803.00	
Technician VIII	155.50	130.00	20,215.00	
Technician VI	16.50	108.00	1,782.00	
Total Services	457.00		65,663.75	65,663.75

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST	Invoice	10
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Fleet Mileage

11.79

Phase Subtotal \$65,675.54

Additional Services

Phase Subtotal 0.00

NEPA Documentation

NEPA Documentation

Task Subtotal 0.00

Phase Subtotal 0.00

Billing Limits

Current

Prior

To-Date

Total Billings

76,620.64

396,467.38

473,088.02

Limit

497,700.00

Remaining

24,611.98

Amount Due this Invoice \$76,620.64

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 3/4/2024 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: 01/22/24 through: 02/18/24

Contract Summary

Original Contract Amount:	\$	250,000.00	
Net change by Change Orders: Amd #1&2	\$	1,227,290.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,477,290.00	
Total completed and stored to date:	\$	1,089,608.60	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,089,608.60	
Less previous applications for payment:	\$	1,077,015.72	
SUBTOTAL	\$	12,592.88	

CURRENT PAYMENT DUE

Balance to finish, including retainage:	\$	387,681.40	
Contract Time Remaining (If applicable)		-	

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to: Adam Lust
Email: alust@ankenyiowa.gov **Phone:** 515-963-3537 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
29	12/20/2023	\$ 13,498.93
30	1/24/2024	\$ 8,450.07
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TOTAL \$ 1,077,015.72

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



February 21, 2024

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 31
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirty-first progress report for the above referenced project and covers work through February 18, 2024. Construction services performed throughout this period includes construction observation, staking for utility relocations, coordinating with the Contractor and City staff, coordinating with franchise utilities within the corridor, and monument preservation survey.

We met with Elder Corporation on January 30th to review the staging plan, their suggestions, and utility relocations. We met with Mid American Energy and Metronet on February 5th and 7th respectively to facilitate their relocations in advance of this next phase. The preconstruction meeting for this year's Phase 2 construction is being held on February 21st.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the March 4, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 21, 2024

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 31

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through February 18, 2024

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	643,289.67	643,289.67
Limit			643,290.00
Remaining			.33

Phase Subtotal 0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	122,200.00	122,200.00
Limit			122,200.00

Phase Subtotal 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	12.00	230.00	2,760.00
Land Surveyor VIII	4.00	192.00	768.00
Engineer VIII	20.00	192.00	3,840.00
Engineer II	7.00	123.00	861.00
Land Surveyor II	5.00	123.00	615.00
Lead Technician	.50	146.00	73.00
Technician VIII	13.50	130.00	1,755.00
Technician VII	9.50	120.00	1,140.00
Technician II	9.00	73.00	657.00
Administrative II	1.25	75.00	93.75
Total Services	81.75		12,562.75

Total Services 12,562.75

Fleet Mileage

30.13

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Phone: 888-964-2020 | Fax: 515-964-7938

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER & ASSOCIATES, INC.

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St			Invoice	31
Billing Limits		Current	Prior	To-Date		
Total Billings		12,592.88	311,526.05	324,118.93		
Limit				711,800.00		
Remaining				387,681.07		
Phase Subtotal					\$12,592.88	
Amount Due this Invoice					<u>\$12,592.88</u>	

	Total	Prior	Current
Billings to Date	1,089,608.60	1,077,015.72	12,592.88

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #36 in the amount of \$9,921.65 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #36

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 Finance Project Code: 629.4210
Finance Budget Code: 688.3688.4210 Finance Project Code: 688.4210
Vendor Project or Invoice #: 120.1113.01 PO #:
Original Contract Date: January 4, 2021 Vendor #: 990

Date of Council Meeting 3/4/2024 PAYMENT REQUEST # 36
PAYMENT PERIOD: From: 01/22/24 through: 02/18/24

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	598,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	702,700.00	
Total completed and stored to date:	\$	550,569.93	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	550,569.93	
Less previous applications for payment:	\$	540,648.28	
SUBTOTAL	\$	9,921.65	

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

Current Payment Due - Division 1 (629.4210) \$ 9,921.65
Current Payment Due - Division 2 (688.4210)

CURRENT PAYMENT DUE \$ 9,921.65

Balance to finish, including retainage: \$ 152,130.07

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark

Email: dclark@ankenyiowa.gov

Phone: 515-963-3529

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
33	11/22/2023	\$ 8,492.66
34	12/20/2023	\$ 8,489.56
35	1/24/2024	\$ 5,319.77
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TOTAL \$ 540,648.28

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ 598,900.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

February 21, 2024

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 36

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through February 18, 2024

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	95,183.76	95,183.76	0.00

Design Services Amendment 1

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	82,836.00	82,836.00	0.00

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	138,769.18	138,769.18	0.00

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	20,792.00	20,792.00	0.00

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.50	229.00	114.50
Sr. Engineer	4.00	198.00	792.00
Lead Technician	1.50	138.00	207.00
Technician VIII	23.75	123.00	2,921.25
Technician V	62.50	92.00	5,750.00
Total Services	92.25		9,784.75

9,784.75

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 3737 SW Snyder Blvd. | Ankeny, IA 50023

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

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements	Invoice	36
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Fleet Mileage

136.90

Phase Subtotal

\$9,921.65

	Total	Prior	Current
Billings to Date	174,121.89	164,200.24	9,921.65

Construction Services Div 2

Phase Subtotal

0.00

	Total	Prior	Current
Billings to Date	38,867.10	38,867.10	0.00

Billing Limits	Current	Prior	To-Date
Total Billings	9,921.65	540,648.28	550,569.93
Limit			702,700.00
Remaining			152,130.07

Amount Due this Invoice \$9,921.65

	Total	Prior	Current
Billings to Date	550,569.93	540,648.28	9,921.65

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



February 21, 2024

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 36
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-sixth progress report for the above referenced project and covers work through February 18, 2024. Work performed during this period primarily includes tasks associated with the project construction, including final punch list coordination, construction observation and reporting, and record drawing development. This invoice of \$9,921.65 represents the completion of about 78% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the March 4, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 #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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: Strand Associates, Inc
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: March 4, 2024 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: January 1, 2024 Through: January 31, 2024

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	204,000.00	
Total completed and stored to date:	\$	197,119.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	197,119.00	
Less previous applications for payment:	\$	190,884.75	
SUBTOTAL	\$		6,234.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,234.25

Balance to finish, including retainage: \$ 6,881.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Strand Associates, Inc

Firm Name

Mitchell Holtz, P.E.

February 19, 2024

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

dclark@ankenyiowa.gov

Phone:

515-963-3529

Fax:

(515) 963-3535

Date Printed: 2/19/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2023	\$ 12,436.75
2	June 12, 2023	\$ 15,355.75
3	July 13, 2023	\$ 12,363.50
4	August 10, 2023	\$ 43,410.00
5	September 13, 2023	\$ 27,331.25
6	October 11, 2023	\$ 36,237.50
7	November 13, 2023	\$ 17,500.00
8	December 13, 2023	\$ 22,750.00
9	January 11, 2024	\$ 3,500.00
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days

Original Contract Date: _____

Original Contract Time: _____

Added by Change Order: _____

Contract Time to Date: -

Time Used to Date: _____

Contract Time Remaining: -

TOTAL \$ 190,884.75



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

Invoice

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

February 12, 2024
Project No: 7020.013
Invoice No: 0207760

Professional Services: January 1, 2024 through January 31, 2024

Project 7020.013 NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding

Fee

Total Fee	175,000.00		
Percent Complete	98.00	Total Earned	171,500.00
		Previous Fee Billing	166,250.00
		Current Fee Billing	5,250.00
		Total Fee	5,250.00
		Total this Project	\$5,250.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services	
	Total Labor		984.25
		Total this Project	\$984.25
		Total this Invoice	\$6,234.25

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 1

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



STATUS REPORT

DATE: February 8, 2024

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
Status Report and Monthly Invoice (enclosed)
PN 7020.013

In the month of January, Strand Associates provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop as follows:

Design & Bidding - Strand provided drawing revisions, contract documents, provisions and an opinion of probable cost to Staff for review and use. Strand responded to email correspondence regarding drawing revisions, sent draft drawings to Snyder & Associates as directed by Staff.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - Strand provided easement information to Staff as directed.

If you have any questions or concerns, please call 515-233-0000.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 Payment #34 in the amount of \$1,166.00 to Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #34

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: Strand Associates, Inc
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 0207759 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: March 4, 2024 **PAYMENT REQUEST #** 3334
PAYMENT PERIOD: From: January 1, 2024 Through: January 31, 2024

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	471,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	821,700.00	
Total completed and stored to date:	\$	812,658.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	812,658.94	
Less previous applications for payment:	\$	811,492.94	
SUBTOTAL	\$		1,166.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,166.00

Balance to finish, including retainage: \$ 9,041.06

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:

Strand Associates, Inc

Firm Name

Steven J. Troyer, P.E.

February 19, 2024

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Don Clark, Director of Municipal Utilities

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

Date Printed: 2/19/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
25	04/30/23	\$ 8,492.15
26	05/31/23	\$ 13,381.15
27	06/30/23	\$ 7,324.25
28	07/31/23	\$ 2,898.00
29	08/31/23	\$ 1,485.00
30	09/30/23	\$ 2,574.00
31	10/30/23	\$ 2,766.00
32	11/30/23	\$ 1,441.00
33	12/31/23	\$ 1,089.00
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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

TOTAL \$ 811,492.94



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

Invoice

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

February 12, 2024
Project No: 7020.001
Invoice No: 0207759

Professional Services: January 1, 2024 through January 31, 2024

Project	7020.001	Ankeny ASR - Final Design		
Fee				
Total Fee		172,600.00		
Percent Complete		100.00	Total Earned	172,600.00
			Previous Fee Billing	172,600.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

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

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

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
			Total this Project	0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0207759
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		277,500.00		
Percent Complete	97.2973	Total Earned	270,000.00	
		Previous Fee Billing	269,725.00	
		Current Fee Billing	275.00	
		Total Fee		275.00
		Total this Project		\$275.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		891.00
		Total this Project		\$891.00
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0207759
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$1,166.00

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: Strand Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



February 8, 2024

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

Re: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
Status Report and Monthly Invoice (enclosed)
PN 7020.001
City of Ankeny, Iowa

Dear Mr. Clark:

This billing is for professional engineering services for the January 2024 billing period. Time was spent this period on construction administration correspondence with the Contractor (WRH, Inc.).

Please call 515-233-0000 if you have any questions or concerns.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in blue ink, reading 'Steve J. Troyer'.

Steve J. Troyer, P.E.

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the March 4, 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:

ATTACHMENTS:

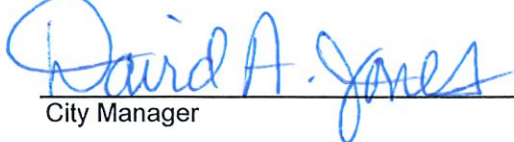
Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
MARCH 4, 2024

Fund		PAYMENTS
100	General Fund	\$ 334,452.58
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	749.56
250	Police Gift Fund	480.18
260	Road Use Tax Fund	112,478.60
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	1,404.81
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	106,680.92
510	Water Fund	28,757.89
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	10,480.28
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	9,694.44
590	Golf Course Fund	12,200.77
600-699	Enterprise Project Funds	73,570.43
710	Revolving Fund	32,244.76
720	Risk Management Fund	33,868.76
730	Health Insurance Fund	126.00
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	2,000.00
882-998	Capital Projects Funds	293,620.44
Sub Total		\$ 1,052,810.42
Payroll Totals		1,353,543.28
Service Transfers/ACH Drafts		(204,181.47)
Agenda Payments Approved Separately		220,099.36
Grand Total		<u>\$ 2,422,271.59</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: 2/22/2024 THRU 3/06/2024

				CHECK	INVOICE		CHECK	CHECK	CHECK
VENDOR I.D.	NAME	STATUS		DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
008362	DEREK LORD								
M-CHECK	DEREK LORD	UNPOST	V	2/26/2024			008817		1,376.69CR
006331	ALBAUGH MCGOVERN POST 42								
M-CHECK	ALBAUGH MCGOVERN POST 42	UNPOST	V	2/27/2024			246214		360.90CR

* * 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	1,737.59CR	1,737.59CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	1,737.59CR	0.00	0.00
BANK: TOTALS:	2	1,737.59CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003881	ACADEMY ROOFING & SHEET							
I-27490	ROOF REPAIRS -PKS	R	3/04/2024	180.00		246735		
I-27491	ROOF REPAIRS- FS#1	R	3/04/2024	165.20		246735		
I-27516	ROOF REPAIRS-PK MNT	R	3/04/2024	1,073.77		246735		1,418.97
	*** VENDOR TOTALS ***					1 CHECKS		1,418.97
008578	ACCESS TECHNOLOGIES INC							
I-INV1525521	STAPLES - IT	R	3/04/2024	109.80		246736		109.80
	*** VENDOR TOTALS ***					1 CHECKS		109.80
005541	ACUSHNET COMPANY							
C-917252084	CR: MERCH FOR RESALE -OC	R	3/04/2024	17.25CR		246737		
I-917269241	MERCH FOR RESALE -OC	R	3/04/2024	2,489.70		246737		2,472.45
	*** VENDOR TOTALS ***					1 CHECKS		2,472.45
000226	AIRGAS NORTH CENTRAL INC							
I-9146698768	OXYGEN - FD	R	3/04/2024	41.80		246738		41.80
	*** VENDOR TOTALS ***					1 CHECKS		41.80
011840	ALL AMERICAN FIRE EQUIPMENT IN							
I-402835	WRENCH HOLDER - FD	R	3/04/2024	154.99		246739		154.99
	*** VENDOR TOTALS ***					1 CHECKS		154.99
009981	ALL CITY MANAGEMENT SERVICES,							
I-91281	1/28-2/10/24 CROSSING GUARDS	E	3/06/2024	5,766.39		008870		5,766.39
	*** VENDOR TOTALS ***					1 CHECKS		5,766.39
002678	ALL TRAFFIC SOLUTIONS, INC							
I-SIN039727	TRAFFIC SIGNAL PARTS - PW	R	3/04/2024	350.00		246740		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
009262	AMAZON CAPITAL SERVICES INC							
C-11TN-LPQ7-DKXG	CR: DESK SUPPLIES - PD	E	3/06/2024	45.99CR		008868		
C-1Y66-3LXX-XR99	CR: TABLET CASE - SW	E	3/06/2024	76.47CR		008868		
C-1YTW-PR13-6FPH	CR: MULTIMEDIA KL	E	3/06/2024	14.88CR		008868		
I-116G-3WNK-9RXM	CLOSED FOR MNT SIGN-KL	E	3/06/2024	40.95		008868		
I-16MW-LN6N-47XY	BALLOONS-KL	E	3/06/2024	47.95		008868		
I-16WV-6Q4Q-QMJJ	SIGHT WORD CARDS-KL	E	3/06/2024	10.79		008868		
I-17P3-XGK1-3R1D	MULTIMEDIA-KL	E	3/06/2024	44.95		008868		
I-19HD-PWKX-R37L	TP DISPENSER - KL	E	3/06/2024	76.29		008868		
I-19RX-3YWT-K3FY	MULTIMEDIA - KL	E	3/06/2024	42.99		008868		
I-1F9F-WLK4-L4DP	TP DISPENSERS - KL	E	3/06/2024	23.00		008868		
I-1FH4-YNDH-4VTL	MULTIMEDIA -KL	E	3/06/2024	75.16		008868		
I-1FL3-TWT3-1YVP	MISC SUPPLIES - OC	E	3/06/2024	97.00		008868		
I-1GF9-TM33-QNHK	SILLY GAME OF SOUNDS-KL	E	3/06/2024	20.22		008868		
I-1GGQ-CCVT-4CYL	BOOK CLUB BOOKS- KL	E	3/06/2024	515.54		008868		
I-1KC4-CRCR-CXVD	RUST REPAIR SPRAY - MU	E	3/06/2024	58.99		008868		
I-1KC4-CRCR-FGDT	TABLET CASE - SW	E	3/06/2024	70.77		008868		

VENDOR SET: 01City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

		CHECK		INVOICE		CHECK	CHECK	CHECK
VENDOR I.D.	NAME	STATUS	DATE	AMOUNT	DISCOUNT	NO	STATUS	AMOUNT
	I-1L36-VDJ9-3TWJ	IMPACT WRENCH - PRSC	E	3/06/2024	287.95		008868	
	I-1LFR-Q9MX-4R64	RV STORAGE LOCK -PD	E	3/06/2024	59.38		008868	
	I-1M1D-MMQN-G7QW	MULTIMEDIA-KL	E	3/06/2024	152.29		008868	
	I-1M6L-PQ1W-64XJ	MULTIMEDIA-KL	E	3/06/2024	95.52		008868	
	I-1NG4-QFQ9-7L36	MULTIMEDIA -KL	E	3/06/2024	39.42		008868	
	I-1NGF-L319-TKMM	MISC BOOKS - KL	E	3/06/2024	34.99		008868	
	I-1QCL-1QGN-VXLH	DESK SUPPLIES - PD	E	3/06/2024	49.89		008868	
	I-1RVF-DT1Y-9LQJ	SNACKS FOR PROGRAMS-KL	E	3/06/2024	139.62		008868	
	I-1TRD-KHT9-CFPW	MARIO CART CARDS/UNO-KL	E	3/06/2024	33.78		008868	
	I-1TYF-RKDD-1GFY	VIDEO GAMES - P&R	E	3/06/2024	913.99		008868	
	I-1VD3-Q9XK-JLPP	TEACHING TILES-KL	E	3/06/2024	19.99		008868	
	I-1VDM-1N9L-HNMR	STEM CODING GAME-KL	E	3/06/2024	27.39		008868	
	I-1VDY-VQCM-NCR3	STAPLES/FLTRS/TABLET CASE-PSB	E	3/06/2024	107.45		008868	
	I-1VH6-3GHW-GYYG	REPLACEMENT LIGHTS EXT-PW	E	3/06/2024	295.06		008868	
	I-1VXM-V39M-47NF	JANITORIAL SUPPLIES - PD	E	3/06/2024	23.70		008868	
	I-1WDX-7DML-3Y9T	PENS/HDMI CABLE - PD	E	3/06/2024	40.08		008868	
	I-1Y1J-6T4M-RW66	CHEM GLOW STICKS - PD	E	3/06/2024	65.34		008868	
	I-1Y63-NR36-3N4N	MULTIMEDIA-KL	E	3/06/2024	25.97		008868	
	I-1Y9N-N9QD-DJ3N	MULTIMEDIA-KL	E	3/06/2024	10.98		008868	
	I-1YJJ-KMT7-FN3W	MULTIMEDIA - KL	E	3/06/2024	29.97		008868	
	I-1YKF-J1H6-GJKL	MISC BOOKS - KL	E	3/06/2024	182.18		008868	3,622.20
				*** VENDOR TOTALS ***		1	CHECKS	3,622.20
000038	AMERICAN RED CROSS							
	I-22663380	ADULT/PEDS FIRST AID-P&R	R	3/04/2024	342.00		246741	342.00
				*** VENDOR TOTALS ***		1	CHECKS	342.00
005758	BETSY ANDERSON							
	I-01/22/24-01/24/24	1/22-1/24/24 MEAL REIMBRSMNT	R	3/04/2024	28.46		246742	28.46
				*** VENDOR TOTALS ***		1	CHECKS	28.46
002676	ANIMAL RESCUE LEAGUE							
	I-INV0134	JANUARY 2024 SERVICES	E	3/06/2024	1,375.00		008849	1,375.00
				*** VENDOR TOTALS ***		1	CHECKS	1,375.00
008687	ANKENY AMERICAN LEGION POST 42							
	I-348-WMR-23	FLAGS- PARKS/KL	R	3/04/2024	360.90		246743	360.90
				*** VENDOR TOTALS ***		1	CHECKS	360.90
011996	ANKENY HARDWARE STORE LLC							
	I-1109140	CLEANER - FD	E	3/06/2024	6.29		008877	
	I-1111062	PVC COUPLING - FD	E	3/06/2024	2.97		008877	
	I-1112117	CLAMPS - OCM	E	3/06/2024	7.98		008877	
	I-1112186	PADLOCK - PD	E	3/06/2024	14.99		008877	
	I-1112401	SMOOTH ROD - PKS	E	3/06/2024	3.99		008877	
	I-1112408	STREET SUPPLIES - PW	E	3/06/2024	77.97		008877	
	I-1112931	COUPLING/NIPPLE FOR SHWR-FD	E	3/06/2024	11.98		008877	
	I-1112947	STIFF SCRAPER - PKS	E	3/06/2024	9.99		008877	136.16
				*** VENDOR TOTALS ***		1	CHECKS	136.16

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004201	TSJM TOWING SERVICE LLC							
I-24-58306	TOW/HOOK FEE - PD	R	3/04/2024	115.10		246744		115.10
	*** VENDOR TOTALS ***					1 CHECKS		115.10
009326	RYAN ARENDSE							
I-02/06/2024 MEAL	2/6/24 MEAL REIMBURSEMENT	E	3/06/2024	22.10		008887		22.10
	*** VENDOR TOTALS ***					1 CHECKS		22.10
000057	ARNOLD MOTOR SUPPLY							
I-15NV172604	UNIT 814 COPPER PLUS SPRK PLG	R	3/04/2024	6.02		246745		
I-15NV172952	NORPLEX GREASE -PKS	R	3/04/2024	77.90		246745		
I-15NV172955	OIL DRI - PKS	R	3/04/2024	24.52		246745		108.44
	*** VENDOR TOTALS ***					1 CHECKS		108.44
012007	THE MANITOWOC COMPANY INC							
C-SWO027906-2	CR: TAX ON INV SWO027906-2	E	3/06/2024	44.85CR		008880		
I-SWO027906-1	UNIT #243 REPAIRS	E	3/06/2024	809.86		008880		765.01
	*** VENDOR TOTALS ***					1 CHECKS		765.01
002549	ATLANTIC BOTTLING COMPANY							
I-4392398	BEVERAGES FOR RESALE - OC	R	3/04/2024	538.90		246746		538.90
	*** VENDOR TOTALS ***					1 CHECKS		538.90
000067	BAKER & TAYLOR INC							
I-2038096420	MISC BOOKS -KL	E	3/06/2024	2,184.00		008833		
I-2038103299	MISC BOOKS-KL	E	3/06/2024	504.32		008833		
I-2038110953	B&T Blanket PO	E	3/06/2024	1,363.39		008833		
I-2038115484	MISC BOOKS -KL	E	3/06/2024	368.57		008833		4,420.28
	*** VENDOR TOTALS ***					1 CHECKS		4,420.28
007515	EFFLUENT INC							
I-I9193	01/2024 KYBO RENTALS - PKS	R	3/04/2024	77.00		246747		77.00
	*** VENDOR TOTALS ***					1 CHECKS		77.00
005174	BOUND TREE MEDICAL LLC							
I-85238734	EMS SUPPLIES - FD	R	3/04/2024	796.47		246748		
I-85249459	EMS SUPPLIES - FD	R	3/04/2024	898.58		246748		
I-85250800	EMS SUPPLIES - FD	R	3/04/2024	349.37		246748		2,044.42
	*** VENDOR TOTALS ***					1 CHECKS		2,044.42
000127	BRICK GENTRY PC							
I-414456	1/25/2024 STATEMENT 224.001	R	3/04/2024	3,405.00		246749		3,405.00
	*** VENDOR TOTALS ***					1 CHECKS		3,405.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

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000117	CARMEN'S FLOWERS							
I-016021	GREEN PLANT	R	3/04/2024	60.00		246750		60.00
			*** VENDOR TOTALS ***			1 CHECKS		60.00
000453	CARQUEST AUTO PARTS							
C-2330-822614	CR: SHOP SUPPLIES - CG	R	3/04/2024	2.50CR		246751		
I-2330-821913	UNIT #235 PARTS	R	3/04/2024	5.94		246751		
I-2330-822603	SHOP SUPPLIES - CG	R	3/04/2024	21.50		246751		
I-2330-822670	CABIN AIR FILTER - CG	R	3/04/2024	20.46		246751		
I-2330-822721	UNIT #934 PARTS	R	3/04/2024	29.91		246751		75.31
			*** VENDOR TOTALS ***			1 CHECKS		75.31
005278	CDW GOVERNMENT							
I-PR41054	NETSKOPE RENEWAL	E	3/06/2024	25,690.00		008855		25,690.00
			*** VENDOR TOTALS ***			1 CHECKS		25,690.00
011409	CENTRAL MCGOWAN INC							
I-0000288227	BEVERAGES FOR RESALE - OC	E	3/06/2024	30.00		008871		30.00
			*** VENDOR TOTALS ***			1 CHECKS		30.00
003072	QWEST CORPORATION							
I-02/04/2024	02/2024 STATEMENT - TRFC	R	3/04/2024	100.89		246752		100.89
			*** VENDOR TOTALS ***			1 CHECKS		100.89
008614	TONY CHRISTOPH							
I-02/06/2024 MEAL	2/6/24 MEAL REIMBURSEMENT	E	3/06/2024	17.32		008865		17.32
			*** VENDOR TOTALS ***			1 CHECKS		17.32
004738	CIGNA							
I-AFD33459	PATIENT REFUND - FD	R	3/04/2024	88.63		246753		88.63
			*** VENDOR TOTALS ***			1 CHECKS		88.63
011576	CINTAS CORPORATION							
I-4179960344	1/11/2024 SVCS - OTTER CREEK	R	3/04/2024	460.89		246754		
I-4182526587	2/06/24 SVCS - WATER	R	3/04/2024	212.11		246754		
I-4182679979	2/07/24 SVCS - WASTEWATER	R	3/04/2024	140.80		246754		
I-4183262172	2/13/24 SVCS - STREETS	R	3/04/2024	434.52		246754		
I-4183262188	MAT RENTALS - LAKESIDE CENTER	R	3/04/2024	21.12		246754		
I-4183262415	MAT / UNIFORM RENTALS-PK MNT	R	3/04/2024	112.83		246754		1,382.27
			*** VENDOR TOTALS ***			1 CHECKS		1,382.27
009761	CLEAR BROOK COUNSELING PROFESS							
I-2/12/2024	COUNCELING SVCS 11/13/2023	R	3/04/2024	100.00		246755		100.00
			*** VENDOR TOTALS ***			1 CHECKS		100.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009223	COMMERCIAL LIGHTING SERVICES I							
I-33992	POLE LIGHT REPAIRS-KL	R	3/04/2024	584.75		246756		584.75
	*** VENDOR TOTALS ***					1 CHECKS		584.75
002559	CONSUMERS ENERGY							
I-01/02/24-01/31/24	02/09/2024 STATEMENT	E	3/06/2024	2,660.27		008848		2,660.27
	*** VENDOR TOTALS ***					1 CHECKS		2,660.27
008494	JAKE CUSACK							
I-02/06/2024 MEAL	2/6/24 MEAL REIMBURSEMENT	E	3/06/2024	22.10		008885		22.10
	*** VENDOR TOTALS ***					1 CHECKS		22.10
008858	DAVE'S FIREWOOD AND DISTRIBUTI							
I-335711	SEDIMENT REMOVAL	R	3/04/2024	6,000.00		246757		6,000.00
	*** VENDOR TOTALS ***					1 CHECKS		6,000.00
003359	KEVIN DEAVER							
I-01/24-02/24 M ARTS	FY24 MARTIAL ARTS JAN-FEB	E	3/06/2024	2,207.20		008852		2,207.20
	*** VENDOR TOTALS ***					1 CHECKS		2,207.20
003099	DELL MARKETING L P							
I-10731046778	COMPUTER MONITOR - KL	R	3/04/2024	199.00		246758		
I-10731474244	SMITCHEL - LAPTOP DOCK	R	3/04/2024	1,323.99		246758		
I-10732202807	DELL PE R750 SERVER	R	3/04/2024	13,459.43		246758		
I-10732365680	FY24 - 4TH DELL PC ORDER	R	3/04/2024	20,337.96		246758		35,320.38
	*** VENDOR TOTALS ***					1 CHECKS		35,320.38
012037	JANET DERRICK							
I-AFD33926	PATIENT REFUND - FD	R	3/04/2024	81.21		246759		81.21
	*** VENDOR TOTALS ***					1 CHECKS		81.21
011530	DES MOINES AREA COMMUNITY COLL							
I-S1555361	PARAMEDIC TUITION	R	3/04/2024	10,440.00		246760		10,440.00
	*** VENDOR TOTALS ***					1 CHECKS		10,440.00
001353	THE DES MOINES REGISTER							
I-DM3906964 FY24	4/1/24-3/31/25 RENEWAL-CLERK	R	3/04/2024	562.92		246761		562.92
	*** VENDOR TOTALS ***					1 CHECKS		562.92
000161	DEWEY FORD INC							
I-618694 FOW	UNIT #114 PARTS	R	3/04/2024	140.40		246762		140.40
	*** VENDOR TOTALS ***					1 CHECKS		140.40

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/22/2024 THRU 3/06/2024

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007438	E & B FIRE AND SAFETY INC							
I-49179	FIRE HELMET - FD	R	3/04/2024	424.13		246763		424.13
	*** VENDOR TOTALS ***					1 CHECKS		424.13
011431	DINNER DELIGHTS							
I-02/17/2024FREEZER	2/15 FREEZER MEAL WORKSHOP	R	3/04/2024	655.00		246764		655.00
	*** VENDOR TOTALS ***					1 CHECKS		655.00
002155	EASY PICKER GOLF PRODUCTS INC							
I-0200893-IN	BALLWASHER - OC	E	3/06/2024	823.99		008847		823.99
	*** VENDOR TOTALS ***					1 CHECKS		823.99
000186	ELECTRONIC ENGINEERING							
I-120015944-1	RADAR CERTIFICATIONS	E	3/06/2024	1,365.00		008834		1,365.00
	*** VENDOR TOTALS ***					1 CHECKS		1,365.00
008988	ELITE GLASS & METAL LLC							
I-SM-21895	TEMPERED GLASS INSTALL - FS#1	R	3/04/2024	285.00		246765		285.00
	*** VENDOR TOTALS ***					1 CHECKS		285.00
011727	EMPATHY STUDIOS LLC							
I-603853900000188803	FY24 ANNUAL LIB MBRSHIP-KL	R	3/04/2024	1,049.00		246766		1,049.00
	*** VENDOR TOTALS ***					1 CHECKS		1,049.00
011454	ENCORE DANCE ACADEMY							
I-01/24/24-02/29/24	1/24-2/29/24 DANCE CLASSES	E	3/06/2024	2,904.00		008872		2,904.00
	*** VENDOR TOTALS ***					1 CHECKS		2,904.00
005478	EXCEL MECHANICAL COMPANY INC							
I-167783	RECORDS ROOM REPAIRS	E	3/06/2024	1,473.38		008856		
I-167784	SERVICE CHECK/REPAIR-WW PLNT	E	3/06/2024	480.11		008856		
I-167785	ROOF REPAIRS-OC	E	3/06/2024	1,689.93		008856		
I-168311	PRSC SPLASH PAD REPAIR	E	3/06/2024	1,953.76		008856		
I-169864	2ND FLOOR DRAIN REPAIRS-FS1	E	3/06/2024	870.85		008856		
I-169865	THERMOSTAT REPAIRS -PD	E	3/06/2024	204.00		008856		
I-169866	RANGE AIR LINE REPAIRS-PD	E	3/06/2024	504.00		008856		
I-169867	EXHAUST FAN REPAIR- PW	E	3/06/2024	472.00		008856		
I-169868	BATHROOM REPAIRS - ACC	E	3/06/2024	420.57		008856		
I-169931	ROOF DRAIN REPAIRS-PW	E	3/06/2024	221.09		008856		8,289.69
	*** VENDOR TOTALS ***					1 CHECKS		8,289.69
008926	NICK FAZIO							
I-06/23-12/23FITNESS	06/23-12/23 FITNESS REIMBRSMNT	E	3/06/2024	126.00		008886		126.00
	*** VENDOR TOTALS ***					1 CHECKS		126.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

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			DATE	AMOUNT		NO	STATUS	AMOUNT
005631	FBI-LEEDA							
I-42381412-24	2024 ANNUAL DUES-ECHER	R	3/04/2024	50.00		246767		
I-42393047-24	2024 ANNUAL DUES-KROSKA	R	3/04/2024	50.00		246767		
I-57341823-24	2024 ANNUAL DUES-FIGUEROA	R	3/04/2024	50.00		246767		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
008513	FREELAND CORPORATION							
I-295358	PAPER - ACC	E	3/06/2024	165.88		008864		165.88
	*** VENDOR TOTALS ***					1 CHECKS		165.88
011234	FIRE SERVICE TRAINING BUREAU							
I-241448	INSTRI TRAINING-QUENTIN LUKE	R	3/04/2024	50.00		246768		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
006511	THE PAPER CORPORATION							
I-252074-00	KLEENEX FOLD TWL - OCM	R	3/04/2024	117.08		246769		117.08
	*** VENDOR TOTALS ***					1 CHECKS		117.08
007648	DAIOHS USA INC							
I-016007	COFFEE SERVICES - PW	E	3/06/2024	99.57		008861		99.57
	*** VENDOR TOTALS ***					1 CHECKS		99.57
002078	FOTH & VAN DYKE LLC							
I-88610 #22	PAY 22-N 4MILE CRK TRNK SWR	E	3/06/2024	9,252.56		008846		
I-88611 #11	PAY 11-NW STATE ST EXT	E	3/06/2024	8,549.50		008846		
I-88612 #5	PAY 5-N 4MILE CRK TRNK SWR P2	E	3/06/2024	13,381.72		008846		31,183.78
	*** VENDOR TOTALS ***					1 CHECKS		31,183.78
011377	STRAND ASSOCIATES, INC.							
I-0207759 #34	PAY 34-ANKENY ASR	R	3/04/2024	1,166.00		246770		
I-0207760 #10	PAY 10-NE36TH ST/38TH WTR MN	R	3/04/2024	6,234.25		246770		7,400.25
	*** VENDOR TOTALS ***					1 CHECKS		7,400.25
005668	ROSS FRANK							
I-01/05/2024 SHOES	01/2024 SHOE REIMBURSEMENT	E	3/06/2024	54.30		008882		54.30
	*** VENDOR TOTALS ***					1 CHECKS		54.30
000211	GALE							
I-83844410	FEB BIOGRAPHY 2 PLAN	E	3/06/2024	51.73		008835		
I-83844467	FEB CHRISTIAN ROMANCE 5 PLAN	E	3/06/2024	124.45		008835		
I-83855487	FEB CHRISTIAN ROMANCE 4 PLAN	E	3/06/2024	94.46		008835		
I-83856130	FEBRURARY DIVERSE VOICES 2	E	3/06/2024	52.48		008835		323.12
	*** VENDOR TOTALS ***					1 CHECKS		323.12

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011998	GALLS PARENT HOLDINGS, LLC							
I-026947735	UNIFORM PANTS - FD	E	3/06/2024	142.69		008878		142.69
	*** VENDOR TOTALS ***					1 CHECKS		142.69
012038	GANNETT MEDIA CORP							
I-6192439	01/2024 LEGAL PUBLICATIONS	R	3/04/2024	1,952.00		246771		1,952.00
	*** VENDOR TOTALS ***					1 CHECKS		1,952.00
000227	GRAINGER							
C-9027630442	CR: LOCKS -PD	E	3/06/2024	196.10CR		008836		
C-9027630459	CR: STRAINER KL	E	3/06/2024	438.39CR		008836		
I-9015939771	LOCKS -PD	E	3/06/2024	196.10		008836		
I-9016178031	UNIT #118 PARTS	E	3/06/2024	61.89		008836		
I-9019151597	TOILET PARTS STARTUP-PKS	E	3/06/2024	896.81		008836		
I-9020090107	CAN LIGHT REPLACEMENT - PW	E	3/06/2024	91.98		008836		
I-9025144784	HEAT PUMP STRAINER-FD	E	3/06/2024	32.43		008836		
I-9026279951	STRAINER -KL	E	3/06/2024	438.39		008836		
I-9029564706	LOCKS - PD	E	3/06/2024	201.36		008836		
I-9971572822	VERTICAL HITCH - MU	E	3/06/2024	141.71		008836		1,426.18
	*** VENDOR TOTALS ***					1 CHECKS		1,426.18
000229	GRAYBAR ELECTRIC CO INC							
I-9335684413	ROADWAY LUMINAIRES	R	3/04/2024	3,992.04		246772		3,992.04
	*** VENDOR TOTALS ***					1 CHECKS		3,992.04
010743	GREENS APPLIANCE							
I-70290260	OVEN REPAIRS - FD	R	3/04/2024	209.00		246773		209.00
	*** VENDOR TOTALS ***					1 CHECKS		209.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-25434	1/31/24 COLD MIX	R	3/04/2024	1,566.00		246774		1,566.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-25454	2/09/24 COLD MIX	R	3/04/2024	2,812.50		246775		2,812.50
	*** VENDOR TOTALS ***					2 CHECKS		4,378.50
005993	HANDLEY LAW FIRM							
I-2/19/2024	JANUARY 2024 SERVICES - PD	E	3/06/2024	18,000.00		008859		18,000.00
	*** VENDOR TOTALS ***					1 CHECKS		18,000.00
010205	HAWKEYE POLYGRAPH AND INVESTIG							
I-215	POLYGRAPH SERVICES - PD	R	3/04/2024	700.00		246776		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
011976	HENSLEY CONCRETE COATINGS INC							
I-2083	PATCH WORK - FD	E	3/06/2024	500.00		008876		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
003098	HOTSY CLEANING SYSTEMS IN							
I-0219956-IN	PUMP MAINTENANCE - PD	E	3/06/2024	381.55		008850		381.55
	*** VENDOR TOTALS ***					1 CHECKS		381.55
004196	HYDRAQUIP LTD							
I-73078	UNIT #874 HOSE/ORINGS	R	3/04/2024	283.52		246777		283.52
	*** VENDOR TOTALS ***					1 CHECKS		283.52
000959	PAUL HUBBARD							
I-01/24-02/24PRKOR	FY24 PARKOUR JAN-FEB	E	3/06/2024	1,556.80		008881		1,556.80
	*** VENDOR TOTALS ***					1 CHECKS		1,556.80
000253	HY-VEE INC							
I-015645	SNOW MEALS - PW	R	3/04/2024	238.95		246778		
I-071974	BREAK ROOM SUPPLIES - PW	R	3/04/2024	124.93		246778		363.88
	*** VENDOR TOTALS ***					1 CHECKS		363.88
008906	IMAGE TREND INC							
I-PS-INV106138	JANUARY 2024 BILLING BRIDGE	E	3/06/2024	1,623.50		008866		
I-PS-INV106377	MYEMSCARE MONTHLY FEE	E	3/06/2024	87.50		008866		1,711.00
	*** VENDOR TOTALS ***					1 CHECKS		1,711.00
000629	INTERNATIONAL CODE COUNCIL INC							
I-1001835795	'24 CODE BOOKS	R	3/04/2024	3,488.10		246779		3,488.10
	*** VENDOR TOTALS ***					1 CHECKS		3,488.10
000407	WEBER BATTERY INC							
I-1925901008319	BATTERIES FOR TOILETS-AC	R	3/04/2024	9.70		246780		9.70
	*** VENDOR TOTALS ***					1 CHECKS		9.70
005442	IOWA ASSOC OF PROF FIRE CHIEFS							
I-2024 MEMBERSHIPS	2024 FIRE CHIEF MEMBER DUES	R	3/04/2024	260.00		246781		260.00
	*** VENDOR TOTALS ***					1 CHECKS		260.00
000752	IOWA DEPARTMENT OF NATURAL RES							
I-FY24 STRMWTR PRMT	FY24 STORMWTR MS4 PERMIT RNWL	R	2/26/2024	1,250.00		246705		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
000155	IOWA DEPARTMENT OF PUBLIC SAFE							
I-552	01/2024-03/2024 IOWA SYSTEM-PD	R	3/04/2024	3,300.00		246782		3,300.00
	*** VENDOR TOTALS ***					1 CHECKS		3,300.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000269	IOWA DEPT OF TRANSPORTATION							
I-CST06911264C77	COST-SHARE	R	3/04/2024	142,620.15		246783		142,620.15
	*** VENDOR TOTALS ***					1 CHECKS		142,620.15
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-325766	DEF TAC INSTR RECERT-MCGRAW	R	3/04/2024	150.00		246784		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV89517	FY22 411 MED DED JAN 2024	R	3/04/2024	1,705.74		246785		
I-INV89518	FY23 411 MED DED JAN 2024	R	3/04/2024	879.33		246785		
I-INV89519	FY24 411 MED DED JAN 2024	R	3/04/2024	3,174.05		246785		
I-INV89520	FY19 MED DED JAN 2024	R	3/04/2024	100.00		246785		
I-INV89521	FY24 MED DED JAN 2024	R	3/04/2024	13,561.08		246785		19,420.20
	*** VENDOR TOTALS ***					1 CHECKS		19,420.20
003226	IOWA ONE CALL							
I-259339	1/31/2024 FTP - MU	E	3/06/2024	394.20		008851		
I-259488	1/31/2024 EMAIL - TRFC	E	3/06/2024	94.50		008851		488.70
	*** VENDOR TOTALS ***					1 CHECKS		488.70
000272	IOWA PRISON INDUSTRIES							
I-037887	SIGNS - TRAFFIC	R	3/04/2024	5,080.20		246786		
I-037887 B	SIGNS - TRAFFIC	R	3/04/2024	926.58		246786		
I-037963	DECALS - MIDWAY PARK	R	3/04/2024	6.00		246786		
I-037978	SIGN - P&R	R	3/04/2024	38.80		246786		
I-037982	SIGNS - P&R	R	3/04/2024	453.20		246786		6,504.78
	*** VENDOR TOTALS ***					1 CHECKS		6,504.78
000644	IOWA SIGNAL INC							
I-5667	NE 54TH & N ANKENY REPAIR	R	3/04/2024	8,440.00		246787		8,440.00
000644	IOWA SIGNAL INC							
I-5838	DETECTION INSTALLATION	R	3/04/2024	2,640.00		246788		2,640.00
000644	IOWA SIGNAL INC							
I-5839	EMERGENCY REPAIR 1ST/I-35	R	3/04/2024	5,759.00		246789		5,759.00
	*** VENDOR TOTALS ***					3 CHECKS		16,839.00
007827	JEO CONSULTING GROUP INC							
I-148499 #11	PAY 11-TRNSPRTN MST PLN	E	3/06/2024	14,068.75		008862		
I-200170.01 FINAL	FINAL-SE 3RD ST IMP PH1	E	3/06/2024	10,000.50		008862		
I-200170.02 #14	PAY 14-SE 3RD ST IMP -PH2	E	3/06/2024	3,558.75		008862		27,628.00
	*** VENDOR TOTALS ***					1 CHECKS		27,628.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

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006326	JOHNSON BROTHERS OF IOWA							
I-1942603	BEVERAGES FOR RESALE - OC	R	3/04/2024	43.45		246790		43.45
	*** VENDOR TOTALS ***					1 CHECKS		43.45
000292	KARL CHEVROLET INC							
I-01/08/2024	FY24 CHEVY EQUINOX - PD	R	2/22/2024	27,341.80		246704		27,341.80
000292	KARL CHEVROLET INC							
I-2/09/2024	DETECTIVE VEHICLE	R	3/04/2024	26,841.80		246791		26,841.80
	*** VENDOR TOTALS ***					2 CHECKS		54,183.60
012000	KEY COOPERATIVE							
I-8126338	2/19/24 #2 DSL	E	3/06/2024	10,176.26		008879		
I-8126341	2/19/24 SUP UNL/#2 #1 DSL	E	3/06/2024	20,571.10		008879		30,747.36
	*** VENDOR TOTALS ***					1 CHECKS		30,747.36
009201	KIESLER POLICE SUPPLY INC							
I-IN232876	FEDERAL BUCKSHOT	E	3/06/2024	724.12		008867		724.12
	*** VENDOR TOTALS ***					1 CHECKS		724.12
000581	MIDWEST MOTOR SUPPLY CO INC							
I-101867322	BOLTS/SHOP SUPPLIES- PKS	E	3/06/2024	398.02		008841		
I-101914758	SHOP SUPPLIES - CG	E	3/06/2024	160.63		008841		558.65
	*** VENDOR TOTALS ***					1 CHECKS		558.65
008587	KINZLER CONSTRUCTION SERVICES							
I-2402878.0001	BAY DOOR REPAIR - FD	R	3/04/2024	251.50		246792		251.50
	*** VENDOR TOTALS ***					1 CHECKS		251.50
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-95214 #6	PAY 6-NE 62ND ST BOX CLVRT DSN	E	3/06/2024	8,675.00		008843		8,675.00
	*** VENDOR TOTALS ***					1 CHECKS		8,675.00
009618	LIBRARY IDEAS, LLC							
I-110432	Q1 VOX BOOKS-KL	R	3/04/2024	921.18		246793		
I-110570	VOX BOOKS Q1 ORDER	R	3/04/2024	277.20		246793		1,198.38
	*** VENDOR TOTALS ***					1 CHECKS		1,198.38
000281	LISTER INDUSTRIES							
I-57682	PARKING BARRIERS-ACC	R	3/04/2024	238.00		246794		238.00
	*** VENDOR TOTALS ***					1 CHECKS		238.00
004810	LOGAN CONTRACTORS SUPPLY							
I-D60793	STREET SUPPLIES - PW	E	3/06/2024	3,330.00		008853		
I-D60796	STREET SUPPLIES - PW	E	3/06/2024	1,660.05		008853		4,990.05
	*** VENDOR TOTALS ***					1 CHECKS		4,990.05

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BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011610	QUINN LOPREATO							
I-02/16/2024	MEAL 2/16/24 MEAL REIMBURSEMENT	E	3/06/2024	18.09		008889		18.09
	*** VENDOR TOTALS ***					1 CHECKS		18.09
008362	DEREK LORD							
I-2/04/24-2/06/24	RI REISSUE: 2/4-2/6/24 RMBRSMNTS	E	2/26/2024	1,376.69		008830		1,376.69
	*** VENDOR TOTALS ***					1 CHECKS		1,376.69
000470	LUMEN							
I-676476649	2/12/2024 STATEMENT	E	3/06/2024	690.21		008840		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009473	MACQUEEN EQUIPMENT, LLC							
I-P22296	PLOW TRUCK PARTS	R	3/04/2024	349.23		246795		349.23
	*** VENDOR TOTALS ***					1 CHECKS		349.23
009346	MARY'S CLEANING CARE INC							
I-33578	02/25/2024 CLEANING -LAKE SIDE	R	3/04/2024	150.00		246796		
I-33579	02/25/2024 CLEANING-OEC	R	3/04/2024	95.00		246796		
I-33610	FEBRUARY 2024 CLEANINGS-CH	R	3/04/2024	829.00		246796		
I-33611	FEBRUARY 2024 CLEANINGS - FD	R	3/04/2024	383.00		246796		
I-33612	02/2024 CLEANINGS - KL	R	3/04/2024	7,845.00		246796		
I-33614	FEBRUARY 2024 CLEANINGS - PD	R	3/04/2024	2,889.00		246796		
I-33615	02/2024 CLEANINGS - ACC	R	3/04/2024	1,645.00		246796		
I-33616	FEBRUARY 2024 CLEANINGS - PW	R	3/04/2024	175.00		246796		14,011.00
	*** VENDOR TOTALS ***					1 CHECKS		14,011.00
004747	MENARDS							
I-98135	BUILDING SUPPLIES - FD	R	3/04/2024	236.77		246797		
I-98229	STREET SUPPLIES - PW	R	3/04/2024	1.20		246797		
I-98234	PVC/PANEL/PLIERS/MARKER-MU	R	3/04/2024	115.74		246797		
I-98269	PUSH BROOM - TRFC	R	3/04/2024	24.99		246797		
I-98370	FLOORJACK - MU	R	3/04/2024	49.00		246797		
I-98375	BROOM - FD	R	3/04/2024	31.94		246797		
I-98432	BUNGEE/STRAPS/LINER - FD	R	3/04/2024	37.71		246797		
I-98478	ROLLER/TRAY-FS1	R	3/04/2024	16.47		246797		
I-98553	NITRILE/PWR GRAB- KL	R	3/04/2024	21.56		246797		
I-98565	BRUSH/VACUUM - FD	R	3/04/2024	120.67		246797		
I-98678	BUILDING SUPPLIES - FD	R	3/04/2024	189.02		246797		
I-98772	TAPE BULK - PKS	R	3/04/2024	4.49		246797		
I-98851	PVC/LED - PD	R	3/04/2024	67.83		246797		
I-98864	BOX FANS - FD	R	3/04/2024	119.94		246797		
I-98881	BATS/FAN/DAWN-ACC	R	3/04/2024	51.77		246797		1,089.10
	*** VENDOR TOTALS ***					1 CHECKS		1,089.10

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006017	MERCY COLLEGE OF HEALTH SCIENC							
I-0230886	SPRING PARAMEDIC TUITION-LS	R	3/04/2024	4,520.00		246798		4,520.00
	*** VENDOR TOTALS ***					1 CHECKS		4,520.00
007664	MERCYONE ANKENY PHARMACY							
I-10/06/2023	EMS PHARMACY - FD	R	3/04/2024	683.39		246799		
I-2/15/2024	EMS PHARMACY - FD	R	3/04/2024	186.41		246799		869.80
	*** VENDOR TOTALS ***					1 CHECKS		869.80
001931	METRO WASTE AUTHORITY							
I-70026282	FEB 2024 MONTHLY CURB-IT FEE	E	3/06/2024	106,680.92		008845		106,680.92
	*** VENDOR TOTALS ***					1 CHECKS		106,680.92
000271	MIDAMERICAN ENERGY COMPANY							
I-549152456	ELECTRIC-SW DSM ST PARK	E	3/06/2024	12.90		008837		
I-549450003	2/07/2024 STATEMENT	E	3/06/2024	10.00		008837		
I-FY24 #9 1695158009	02/13/24 STATEMENT	E	3/06/2024	114,926.55		008837		114,949.45
	*** VENDOR TOTALS ***					1 CHECKS		114,949.45
008616	MIDAMERICAN ENERGY COMPANY							
I-WMIS # 3015819	MIDWAY PARK ELECTRIC EXT	R	3/04/2024	13,422.91		246800		13,422.91
	*** VENDOR TOTALS ***					1 CHECKS		13,422.91
008058	CTB MIDWEST INC							
I-1834429	RI PARTS - PRSC	E	3/06/2024	114.45		008863		114.45
	*** VENDOR TOTALS ***					1 CHECKS		114.45
1	ALFORD, JAMES							
I-000202402280806	US REFUND	R	3/04/2024	100.00		246708		100.00
1	BOLLWINKEL, KADEN &							
I-000202402280800	US REFUND	R	3/04/2024	89.41		246709		89.41
1	BROWN, JAYLYNN							
I-000202402280797	US REFUND	R	3/04/2024	64.99		246710		64.99
1	CRON, ASHLEY							
I-000202402280807	US REFUND	R	3/04/2024	844.31		246711		844.31
1	DEARDEN, WILLIAM							
I-000202402280799	US REFUND	R	3/04/2024	60.55		246712		60.55
1	DEUTSCH, ANNE							
I-000202402280812	US REFUND	R	3/04/2024	57.28		246713		57.28

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	EVANS, BRYCE							
I-000202402280811	US REFUND	R	3/04/2024	94.90		246714		94.90
1	FITZGERALD, ASHLEY							
I-000202402280794	US REFUND	R	3/04/2024	65.09		246715		65.09
1	GAWTRY, TAMERA							
I-000202402280798	US REFUND	R	3/04/2024	60.53		246716		60.53
1	GREENLAND HOMES - IR							
I-000202402280786	US REFUND	R	3/04/2024	5,746.07		246717		5,746.07
1	HAMMETT, MATTHEW							
I-000202402280792	US REFUND	R	3/04/2024	51.29		246718		51.29
1	HOFMAN, ALEK							
I-000202402280802	US REFUND	R	3/04/2024	28.46		246719		28.46
1	HOPPER, WYATT J							
I-000202402280803	US REFUND	R	3/04/2024	97.35		246720		97.35
1	ILER, BRENDON							
I-000202402280791	US REFUND	R	3/04/2024	44.68		246721		44.68
1	JONES, KATE							
I-000202402280787	US REFUND	R	3/04/2024	28.82		246722		28.82
1	LINDSLEY, MEGAN							
I-000202402280804	US REFUND	R	3/04/2024	39.97		246723		39.97
1	MARKS, ISAAC							
I-000202402280801	US REFUND	R	3/04/2024	100.00		246724		100.00
1	MOORE, SHELBY A							
I-000202402280808	US REFUND	R	3/04/2024	52.02		246725		52.02
1	NELSON, CHARLES							
I-000202402280810	US REFUND	R	3/04/2024	100.00		246726		100.00
1	PAGEL, DEREK							
I-000202402280790	US REFUND	R	3/04/2024	65.09		246727		65.09
1	PRUISMANN, ERIKA							
I-000202402280789	US REFUND	R	3/04/2024	40.72		246728		40.72

2/29/2024 9:51 AM		A/P HISTORY CHECK REPORT				PAGE: 16		
VENDOR SET: 01 City of Ankeny								
BANK: APFNB FIRST NATIONAL BANK AMES								
DATE RANGE: 2/22/2024 THRU 3/06/2024								
VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SCHINSTOCK, COLTON							
	I-000202402280795	US REFUND	R	3/04/2024	60.55	246729		60.55
1	SEAL, NEWELL							
	I-000202402280793	US REFUND	R	3/04/2024	60.55	246730		60.55
1	STEFAN, FRANK & JULI							
	I-000202402280788	US REFUND	R	3/04/2024	86.78	246731		86.78
1	TEBBEN, ROBERT							
	I-000202402280809	US REFUND	R	3/04/2024	98.67	246732		98.67
1	VESELY, CAMRIN S							
	I-000202402280796	US REFUND	R	3/04/2024	41.34	246733		41.34
1	WILLIAMS, ALEXIS M							
	I-000202402280805	US REFUND	R	3/04/2024	94.72	246734		94.72
	*** VENDOR TOTALS ***					27 CHECKS		8,274.14
011419	JUSTIN MOHLENCAMP							
	I-01/26/24 FUEL	1/26/24 FUEL REIMBURSEMENT	E	3/06/2024	10.00	008888		10.00
	*** VENDOR TOTALS ***					1 CHECKS		10.00
006756	MTI DISTRIBUTING INC							
	I-1415978-01	CYLINDER - PKS	R	3/04/2024	464.16	246801		
	I-1417746-00	BLADE KIT -PRSC	R	3/04/2024	219.50	246801		683.66
	*** VENDOR TOTALS ***					1 CHECKS		683.66
000350	MUNICIPAL SUPPLY INC							
	I-0897463-IN	METER PARTS - MU	R	3/04/2024	5,506.00	246802		
	I-0897673-IN	METER PARTS	R	3/04/2024	3,200.00	246802		
	I-0897972-IN	METER PARTS	R	3/04/2024	55.50	246802		
	I-0898399-IN	METER PARTS	R	3/04/2024	55.50	246802		
	I-0898400-IN	METER PARTS	R	3/04/2024	81.25	246802		
	I-0898552-IN	DISTRIBUTION PARTS - MU	R	3/04/2024	482.52	246802		9,380.77
	*** VENDOR TOTALS ***					1 CHECKS		9,380.77
009790	RANDY MUNSON							
	I-05/31/24REFUND	5/31/24 LAKESIDE REFUND	R	3/04/2024	345.00	246803		345.00
	*** VENDOR TOTALS ***					1 CHECKS		345.00
003057	NAPA AUTO PARTS							
	I-2986-732724	OIL FILTERS - CG	R	3/04/2024	48.51	246804		
	I-2986-732831	BRAKE CLEANER - CG	R	3/04/2024	158.04	246804		
	I-2986-732910	BUILDING SUPPLIES - CG	R	3/04/2024	26.99	246804		
	I-2986-733040	DRY OIL - CG	R	3/04/2024	289.80	246804		
	I-2986-733120	UNIT #824/860/863 FUEL FILTERS	R	3/04/2024	8.52	246804		
	I-2986-733129	OIL/AIR/FUEL FILTERS - CG	R	3/04/2024	222.30	246804		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-2986-733182	FUEL DISP PUMP FILTER-PRSC	R	3/04/2024	21.04		246804		
I-2986-733222	SHOP SUPPLIES - CG	R	3/04/2024	6.94		246804		
I-2986-733246	BULBS - CG	R	3/04/2024	29.58		246804		811.72
			*** VENDOR TOTALS ***			1 CHECKS		811.72
000367	O'HALLORAN INTERNATIONAL							
C-31P193830	CR: UNIT #229 PARTS	R	3/04/2024	450.00CR		246805		
I-RA100003557	#277 REPAIRS	R	3/04/2024	1,107.04		246805		657.04
			*** VENDOR TOTALS ***			1 CHECKS		657.04
000837	O'REILLY AUTOMOTIVE INC							
I-0295-385209	#117 PARTS	E	3/06/2024	22.36		008842		22.36
			*** VENDOR TOTALS ***			1 CHECKS		22.36
003727	ODP BUSINESS SOLUTIONS, LLC							
I-349810037001	OFFICE SUPPLIES - FD	R	3/04/2024	135.06		246806		
I-350361668001	DESK SUPPLIES - CD	R	3/04/2024	29.98		246806		
I-351354400001	PENS/BUSINESS CARDS - FD	R	3/04/2024	59.69		246806		
I-351861288001	LABELS/FOLDERS - PSB	R	3/04/2024	81.39		246806		
I-352796575001	CALCULATOR - HR	R	3/04/2024	109.99		246806		
I-353275194001	OFFICE SUPPLIES - CH	R	3/04/2024	61.51		246806		
I-353485606001	OFFICE SUPPLIES - PSB	R	3/04/2024	235.88		246806		
I-353489033001	BREAKROOM SUPPLIES - PSB	R	3/04/2024	3.81		246806		
I-354096039001	TAPE ROLL -KL	R	3/04/2024	42.69		246806		
I-354492767001	TAPE/PENS - PSB	R	3/04/2024	33.31		246806		
I-354511392001	TAPE/PAPER - PSB	R	3/04/2024	96.61		246806		
I-354518833001	PAPER/POST IT - FD	R	3/04/2024	61.88		246806		
I-354664495001	BREAKROOM SUPPLIES - PSB	R	3/04/2024	29.99		246806		
I-354703035001	CALCULATOR INK - FINANCE	R	3/04/2024	21.97		246806		
I-355224383001	CALCULATOR - CM	R	3/04/2024	91.99		246806		
I-355254230001	OFFICE SUPPLIES - CH	R	3/04/2024	56.46		246806		1,152.21
			*** VENDOR TOTALS ***			1 CHECKS		1,152.21
009158	PERFORMANCE FOODSERVICE - THOM							
I-7513323	FOOD FOR RESALE-OC	R	3/04/2024	422.79		246807		
I-7514384	FOOD FOR RESALE - OC	R	3/04/2024	101.75		246807		524.54
			*** VENDOR TOTALS ***			1 CHECKS		524.54
009443	PERMABAND INC							
I-5050	SIGNAL MAINT SUPPLIES - TRFC	R	3/04/2024	255.00		246808		255.00
			*** VENDOR TOTALS ***			1 CHECKS		255.00
005873	PFM FINANCIAL ADVISORS LLC							
I-129501	FY23 CONTINUING DISCLOSURE	R	3/04/2024	2,000.00		246809		2,000.00
			*** VENDOR TOTALS ***			1 CHECKS		2,000.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000384	PITNEY BOWES INC							
I-3318735631	1/01/24-3/31/24 RENTAL - CH	E	3/06/2024	409.02		008838		409.02
	*** VENDOR TOTALS ***					1 CHECKS		409.02
011708	PLAYAWAY PRODUCTS LLC							
I-453250	MULTIMEDIA - KL	E	3/06/2024	62.19		008874		
I-453578	MULTIMEDIA -KL	E	3/06/2024	427.44		008874		489.63
	*** VENDOR TOTALS ***					1 CHECKS		489.63
009386	POMP'S TIRE SERVICE, INC							
I-1400134278	UNIT #206 REPAIRS	E	3/06/2024	321.51		008869		
I-1400134679	UNIT #211 TIRES	E	3/06/2024	316.00		008869		637.51
	*** VENDOR TOTALS ***					1 CHECKS		637.51
008330	PREMIER PLUMBING INC							
I-0000063598	FLOOR DRAINS-FS1	R	3/04/2024	13,250.00		246810		
I-0000063599	DRAIN LINE REPAIRS-FS1	R	3/04/2024	925.00		246810		14,175.00
	*** VENDOR TOTALS ***					1 CHECKS		14,175.00
002713	PROTEX CENTRAL INC							
I-149312	FIRE EXT INSPECTION-OCM	R	3/04/2024	77.00		246811		
I-149436	FIRE EXT INSPECTION - ACC	R	3/04/2024	82.00		246811		
I-149441	FE INSPECTION - FS#3	R	3/04/2024	49.00		246811		
I-149442	FE INSPECTION - FS#2	R	3/04/2024	49.00		246811		
I-149443	FE INSPECTION - FS#1	R	3/04/2024	133.00		246811		
I-149582	FE REPLACEMENT - FS#3	R	3/04/2024	217.35		246811		
I-149583	FE REPLACEMENT - FS#1	R	3/04/2024	283.00		246811		890.35
	*** VENDOR TOTALS ***					1 CHECKS		890.35
010191	PUBLIC CONSULTING GROUP LLC							
I-CIV-10017778	PCG MCGADCS	R	3/04/2024	28,000.00		246812		28,000.00
	*** VENDOR TOTALS ***					1 CHECKS		28,000.00
006390	QUILL CORPORATION							
I-36876404	RUBBER BANDS-P&R	R	3/04/2024	12.40		246813		
I-36946607	PILOT PRECISE RB BLK-P&R	R	3/04/2024	26.34		246813		
I-36973494	FOLDERS/HGHLTRS/POSTITS-P&R	R	3/04/2024	58.77		246813		97.51
	*** VENDOR TOTALS ***					1 CHECKS		97.51
005557	RACOM CORPORATION							
I-2CS0202610	RADIO REPAIR - FD	E	3/06/2024	681.87		008857		
I-2CS0202612	RADIO REPAIR - FD	E	3/06/2024	21.25		008857		
I-RI-240022	P25/BEON ACCESS - FD	E	3/06/2024	2,015.25		008857		
I-RI-240067	P25/BEON ACCESS - FD	E	3/06/2024	2,015.25		008857		
I-RI-240073	P25 ACCESS - PD	E	3/06/2024	2,612.73		008857		7,346.35
	*** VENDOR TOTALS ***					1 CHECKS		7,346.35

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008276	RELIANT FIRE APPARATUS INC							
I-5WI000533	#121 VALVE REPAIR	R	3/04/2024	1,519.77		246814		
I-5WI000559	VEHICLE REPAIRS - FD	R	3/04/2024	842.15		246814		
I-5WI000582	VEHICLE REPAIRS - FD	R	3/04/2024	435.97		246814		2,797.89
	*** VENDOR TOTALS ***					1 CHECKS		2,797.89
006802	ROMTEC INC							
I-INV1366 FINAL	FINAL-MIDWAY PARK RR CONST	E	3/06/2024	6,518.28		008860		6,518.28
	*** VENDOR TOTALS ***					1 CHECKS		6,518.28
005570	SANDRY FIRE SUPPLY LLC							
I-INV-032658	SAFETY APPAREL - FD	E	3/06/2024	417.50		008858		417.50
	*** VENDOR TOTALS ***					1 CHECKS		417.50
007586	SCHOLASTIC LIBRARY PUBLISHING							
I-56552114	MISC BOOKS -KL	R	3/04/2024	145.60		246815		
I-56555694	MISC BOOKS - KL	R	3/04/2024	18.20		246815		163.80
	*** VENDOR TOTALS ***					1 CHECKS		163.80
006963	DAVID SCHUMACHER							
I-02/06/24 MEAL	2/6/24 MEAL REIMBURSEMENT	E	3/06/2024	35.00		008884		35.00
	*** VENDOR TOTALS ***					1 CHECKS		35.00
012032	WALLACE SHEA							
I-2/15/24	MAILBOX REPLACEMENT	R	3/04/2024	61.56		246816		61.56
	*** VENDOR TOTALS ***					1 CHECKS		61.56
004842	THE SHERWIN-WILLIAMS CO							
I-4845-7	PAINT - MU	R	3/04/2024	30.72		246817		
I-6297-8	PAINT - MU	R	3/04/2024	35.24		246817		
I-6902-3	PAINT - PSB RR	R	3/04/2024	147.25		246817		213.21
	*** VENDOR TOTALS ***					1 CHECKS		213.21
009560	KJ SIGNS LLC							
I-INV-11175	FY24 HAWKEYE SIGN-DEPOSIT	R	3/04/2024	749.56		246818		749.56
	*** VENDOR TOTALS ***					1 CHECKS		749.56
011910	IDSC HOLDINGS LLC DBA: SNAP-ON							
I-ARV/60286162	IMPACT - CG	E	3/06/2024	451.86		008875		451.86
	*** VENDOR TOTALS ***					1 CHECKS		451.86
000990	SNYDER & ASSOCIATES INC							
I-120.1113.01 #36	PAY 36-HTT TRNSMSN MN DRNG IMP	E	3/06/2024	9,921.65		008844		
I-121.0695.01 #31	PAY 31-DEL AVE RECON-5TH-18TH	E	3/06/2024	12,592.88		008844		
I-123.0584.01 #5	PAY 5-ANK BVD 1ST TO 11TH	E	3/06/2024	11,117.93		008844		
I-123.0680.01 #10	PAY 10-ANK BVD IMP/PET DR/1ST	E	3/06/2024	76,620.64		008844		
I-124.0171.01 #1	PAY 1-WATERCREST PARK	E	3/06/2024	8,385.95		008844		118,639.05
	*** VENDOR TOTALS ***					1 CHECKS		118,639.05

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000013	SOURCE ONE ENVIRONMENTAL							
I-35843	GROUT	R	3/04/2024	1,134.44		246819		1,134.44
	*** VENDOR TOTALS ***					1 CHECKS		1,134.44
002339	STAPLES CONTRACT & COMMERCIAL							
I-3559376706	FACIAL TISSUES - PD	R	3/04/2024	155.00		246820		155.00
	*** VENDOR TOTALS ***					1 CHECKS		155.00
002474	STATE STEEL OF DES MOINES							
C-DM550294	CR: #268 #224 PARTS	R	3/04/2024	408.00CR		246821		
I-DM550148	#268 #224 PARTS	R	3/04/2024	480.00		246821		
I-DM550222	#268 #224 PARTS	R	3/04/2024	224.28		246821		
I-DM550707	STAINLESS STEEL/ROLLED - MU	R	3/04/2024	345.56		246821		641.84
	*** VENDOR TOTALS ***					1 CHECKS		641.84
008350	STIVERS FORD							
I-712390/1	SQUAD CAR REPAIRS	R	3/04/2024	466.56		246822		466.56
	*** VENDOR TOTALS ***					1 CHECKS		466.56
005956	GARRON STRATTON							
I-02/06/24 MEAL	2/6/24 MEAL REIMBURSEMENT	E	3/06/2024	22.62		008883		22.62
	*** VENDOR TOTALS ***					1 CHECKS		22.62
001264	SUNBELT RENTALS INC							
I-150390596-0001	AERIAL LIFT RENTAL-PKS	R	3/04/2024	1,461.60		246823		1,461.60
	*** VENDOR TOTALS ***					1 CHECKS		1,461.60
011545	SSCW FIRE & SAFETY INC.							
I-23311	SEMI ANUL FIRE SYS INSPCTN-OC	E	3/06/2024	290.00		008873		
I-23386	CLEANING GREASE TRAPS-OC	E	3/06/2024	1,050.00		008873		1,340.00
	*** VENDOR TOTALS ***					1 CHECKS		1,340.00
011972	TANKSCO INC							
I-FINAL-DEL STRG RES	FINAL-DEL GRND STRG RES REHAB	R	3/04/2024	7,980.00		246824		7,980.00
011972	TANKSCO INC							
I-RTNG-DEL STRG RES	RTNG-DEL GRND STRG RES REHAB	R	3/04/2024	12,075.00		246825		12,075.00
	*** VENDOR TOTALS ***					2 CHECKS		20,055.00
000455	TESDELL ELECTRIC LTD							
I-146165	ELECTRIC WORK FREEZER - FD	R	3/04/2024	1,072.54		246826		1,072.54
	*** VENDOR TOTALS ***					1 CHECKS		1,072.54

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006441	TITAN MACHINERY INC							
I-PS0218200-1	#663 SNOW WING MOTOR	R	3/04/2024	2,930.19		246827		2,930.19
	*** VENDOR TOTALS ***					1 CHECKS		2,930.19
004159	TOYNE INC							
I-IN0017233	VEHICLE PARTS - FD	R	3/04/2024	187.93		246828		
I-IN0017257	VEHICLE PARTS - FD	R	3/04/2024	656.10		246828		
I-IN0017264	VEHICLE PARTS - FD	R	3/04/2024	41.98		246828		886.01
	*** VENDOR TOTALS ***					1 CHECKS		886.01
000740	TRIPLETT COMPANIES							
I-446695-0	CITY BUSINESS CARDS	R	3/04/2024	237.00		246829		
I-448560-0	CITY ENVELOPES	R	3/04/2024	432.00		246829		
I-448560-1	CITY ENVELOPES	R	3/04/2024	288.00		246829		
I-448833-0	CITY BUSINESS CARDS - PD	R	3/04/2024	89.00		246829		1,046.00
	*** VENDOR TOTALS ***					1 CHECKS		1,046.00
011455	TRIVISTA COMPANIES INC							
I-XA100025945:01	#226 #225 PARTS	R	3/04/2024	218.31		246830		
I-XA100026218:01	UNIT #925 PARTS	R	3/04/2024	47.70		246830		266.01
	*** VENDOR TOTALS ***					1 CHECKS		266.01
000468	TRUCK EQUIPMENT INC							
I-314367	SWEEPER PARTS	E	3/06/2024	2,339.69		008839		2,339.69
	*** VENDOR TOTALS ***					1 CHECKS		2,339.69
000966	U S BANK							
I-01/24 P-CARD STMT	U S BANK	D	2/22/2024	23,103.81		002435		23,103.81
	*** VENDOR TOTALS ***					1 CHECKS		23,103.81
001504	UNITED TRUCK & BODY CO IN							
I-RO# 29946	VEHICLE REPAIRS - FD	R	3/04/2024	672.15		246831		672.15
	*** VENDOR TOTALS ***					1 CHECKS		672.15
010036	USCC SERVICES LLC							
I-0532675641	02/02/2024 STATEMENT	R	3/04/2024	628.27		246832		628.27
	*** VENDOR TOTALS ***					1 CHECKS		628.27
005012	VAN-WALL EQUIPMENT INC							
I-6137734	NUTS/SPRINGS/BUFF/DISC-PRSC	E	3/06/2024	683.45		008854		
I-6138834	CHAINSAW BAR OIL- PKS	E	3/06/2024	46.48		008854		
I-6142577	LATCH - PRSC	E	3/06/2024	23.00		008854		752.93
	*** VENDOR TOTALS ***					1 CHECKS		752.93

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/22/2024 THRU 3/06/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
007649	W REEVES AND ASSOCIATES LLC							
I-5690	#115 PARTS	R	3/04/2024	400.00		246833		400.00
			*** VENDOR TOTALS ***			1 CHECKS		400.00
002569	WASTE CONNECTIONS INC							
I-3628312T071	2/1-2/29/24 SVCS - FS#2	R	3/04/2024	63.25		246834		
I-3628313T071	2/1-2/29/24 SVCS - ACC/FS#1	R	3/04/2024	366.34		246834		
I-3628314T071	2/1-2/29/24 SVCS - FS#3	R	3/04/2024	63.25		246834		
I-3628317T071	02/2024 WASTE SVCS-OCM	R	3/04/2024	47.41		246834		
I-3628318T071	2/1-2/29/24 SVCS - MAINT FAC	R	3/04/2024	292.32		246834		
I-3628319T071	02/2024 WASTE SVCS-PKS MNT	R	3/04/2024	252.99		246834		
I-3628322T071	2/1-2/29/24 SVCS - PSB	R	3/04/2024	81.16		246834		
I-3628323T071	2/1-2/29/24 SVCS - WASTEWATER	R	3/04/2024	96.96		246834		1,263.68
			*** VENDOR TOTALS ***			1 CHECKS		1,263.68

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	129	476,845.54	0.00	476,845.54
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	23,103.81	0.00	23,103.81
EFT:	58	552,861.07	0.00	552,861.07
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	188	1,052,810.42	0.00	1,052,810.42
BANK: APFNB TOTALS:	188	1,052,810.42	0.00	1,052,810.42
REPORT TOTALS:	188	1,052,810.42	0.00	1,052,810.42

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APFNB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 2/22/2024 THRU 3/06/2024

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Human Resources

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve a new classification position description for Deputy Building Official in the Community Development Department.

EXECUTIVE SUMMARY:

Management has done a thorough review of the needs of the department to bring quality staff on board to review building plans in a timely and efficient manner. This request is to replace the current unfilled Plans Examiner position with a Deputy Building Official.

FISCAL IMPACT: **Yes**

There will be an increase in salary costs from the current Plans Examiner salary range of \$77,420 - \$103,896 to the proposed Deputy Building Official salary range of \$86,988 - \$116,738.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving a new classification position description for Deputy Building Official in the Community Development Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Memo - Deputy Building Officer](#)



POSITION DESCRIPTION

POSITION:	DEPUTY BUILDING OFFICIAL	CIVIL SERVICE:	YES
DEPARTMENT:	COMMUNITY DEVELOPMENT	FLSA EXEMPT:	YES
DIVISION:	BUILDING DIVISION	UNION:	N/A
REPORTS TO:	CHIEF BUILDING OFFICIAL	PAY GRADE:	N15

FUNCTION:

Under the direction of the Chief Building Official, plans, organizes, directs, and participates in the work of the plan check and permits' activities coordination of the Building Division workgroup; provides technical expertise in plan check review; as needed performs skilled inspections and certification of new, existing and altered buildings; provides staff support of the Board of Examiners and Appeals; participates in the management of departmental affairs; may serve as Building Official in the latter's absence; performs related duties as required.

SUPERVISES:

Permit Supervisor

EQUIPMENT USED:

Standard office equipment, reference materials, code books, and related department equipment.

PRINCIPAL DUTIES AND RESPONSIBILITIES:

- Plans, organizes, directs, and participates in the plan review of building drawings and design documents for projects submitted to the Building Division.
- Oversees and evaluates assigned personnel for efficiency and effectiveness; reviews and recommends personnel actions of hiring, promotion, discipline, terminations, training, and development; reviews and approves staff recommendations and work product; resolves personnel problems; provides technical support and guidance in their work activities.
- Consults with the Chief Building Official, Director of Community Development to review division activities, provide recommendations, resolve problems, and receive advice/direction.
- Participates in the recruitment, examination, and hiring process of permit staff.
- Supervises the permits' operation of the Building Division to ensure the timely issuance of permits and the proper dissemination of information to the public.
- Assists in the adoption of new codes and ordinances; reviews additions to building codes; recommends code changes to create local amendments.
- Reviews and interprets applicable construction codes.
- Reviews, interprets, and understands construction plans and construction related documents.
- Reviews plans, specifications and structural calculations for compliance with construction codes for commercial, residential, and industrial projects.
- Oversees field inspections of previously reviewed projects that are complicated or highly technical.
- Develops and enforces local ordinances that ensure life safety.
- Provides technical and non-technical training.

- Meets with, consults and/or makes presentations to community groups, design professionals and representatives of local business to explain the functions, policies and operations of the section and to respond to questions concerning plan and permit submittals and code issues.
- Assigns monitors and evaluates the work of Permits staff for completeness, accuracy, timeliness and adherence to professional and mandated standards and prepares performance improvement plans as necessary.
- Provides recommendations to the Chief Building Official for alternative solutions to technical issues and problems.
- Consults and partners with staff to resolve interdepartmental issues and enhance customer service.
- Develops technical code-related informational bulletins for the use of the public and in-house staff.
- Implements technology and maintains and improves processes to enhance work efficiency and the delivery of services, including on-line permit portal.
- Provides information and serve as liaison to representatives from state, federal and local agencies.
- Represents the department in technical organizations and committees as requested.
- Mediates/resolves construction code related conflicts.
- Reviews policies, correspondence, regulations, reports and legislation to determine necessary operational changes.
- Coordinates permits division operations with other departmental activities.
- Participates in the development, interpretation, clarification and communication of applications of policies and operational procedures.
- May be required to testify in court for city issues or as an expert witness.
- Provides technical expertise to other City departments and divisions.
- Other duties as assigned.

ENTRY REQUIREMENTS AND SKILLS:

A bachelor's degree from an accredited college or university and five (5) years of experience in building plan review, building inspection, or enforcing codes and ordinances related to planning, zoning, building, the environment, or health and safety. A minimum of one year of lead or supervisory responsibility is highly desirable. Or any combination of education and/or experience which has provided the knowledge, skills and abilities necessary to achieve satisfactory job performance.

Knowledge of: Plan review and permit issuance operations; building inspection processes; all non-structural aspects of applicable codes; and the methods, materials, techniques and practices employed in building design, construction and inspection; report writing, project and workload planning, building construction and inspection, technical report writing, fire codes and fire prevention systems; public information and public speaking techniques; principles of budget preparation in the public sector; practices and methodologies of contract administration; principles and practices of supervision; the development and implementation of procedures; construction and life safety codes and regulations; forms, permits, plans and specifications used in building inspection and code enforcement programs.

Ability to: Plan, organize, direct and participate in the work of staff engaged in the performance of routine and complex, technical plan check work; develop and implement goals and objectives; determine and evaluate levels of achievement and performance; understand, interpret and explain

codes, regulations and policies; identify and analyze administrative problems and implement operational changes; develop and maintain cooperative working relationships with staff and clients from a variety of backgrounds; determine and implement the appropriate course of action in stressful situations; speak to large and small groups; manage meetings effectively; prepare written and verbal reports; work independently; resolve disputes; review construction plans and conduct field inspections of buildings for compliance with standards, codes, ordinance and regulations; perform work involving considerable attention to detail; foster a teamwork atmosphere among Plans and Permits and Inspection staff; lead and guide team members to excel; motivate staff to explore their potential within the scope of their work; and in partnership with the Chief Building Official to deliver seamless service to the Community Development Department.

REQUIRED SPECIAL QUALIFICATIONS:

Possession of two of the following three certifications by the International Code Council (ICC) upon date of hire: Residential Building Plans Examiner, Commercial Building Plans Examiner and Commercial Building Inspector. Acquisition of the third within one year from date of hire.

In addition, possession of ICC Certification as a Building Official, Combination Plans Examiner, Combination Commercial Inspector, Combination Residential Inspector or equivalent certification from a recognized agency is highly desirable.

Shall be able to obtain and maintain a valid motor vehicle operator's license issued by the State of Iowa.

WORKING CONDITIONS:

- Works primarily in a typical office environment and occasionally in a construction field environment.
-

PHYSICAL REQUIREMENTS:

- Periodically lifts heavy objects weighing up to 50 pounds and carries for short distances.
- Climbs and walks over uneven terrain.
- Required to work in adverse weather conditions for a period of time.
- Must be insurable
- Must be able to speak clearly at normal rate of conversation
- Must be able to kneel, squat, and walk
- Must be able to move up and down ladders and stairs
- Must be able to work in wet, snow/icy weather conditions
- Must keep regular and reliable attendance at work.



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Human Resources

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.

EXECUTIVE SUMMARY:

City management and leadership of the Teamsters Local Union #238 have reached a tentative agreement to implement amendments to the Collective Bargaining Agreement, via a side letter of agreement, in an effort to enhance the City's recruitment efforts of non-certified new-hire police officers. The amendments include: 1). Article 13, Section 1: Wage Schedule: The amendment provides that all non-certified officers who begin employment after the date of this agreement start at Step 2 of the wage schedule; and 2). Article 13, Section 2: Lateral Transfers: The amendment tweaks the lateral transfer language to accommodate the placement of non-certified officers at Step 2 by providing certified officers with two-plus years and three-plus years of post-academy service, respectively, at Steps 3 and 4 of the pay plan; and 3). Article 13, Section 3: Signing Bonus: The amendment provides a \$5,000 signing bonus for non-certified new hires. The attached side letter incorporates these amendments plus changes that were previously approved via side letter specifically for certified police officer new hires.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend to approve the side letter agreement with the Ankeny Police Department Teamsters Local Union #238 and to authorize the City Manager to execute the agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Teamsters side letter 3.4.24

Ankeny Police Department Teamsters Local Union #238
and the City of Ankeny, Iowa

RE: Side Letter Agreement

The parties agree to amend the contract language of Article 13: Wages, for the remainder of the current collective bargaining agreement (CBA), effective the date of this signed agreement, and the revised language will be updated in future contracts.

ARTICLE 13: WAGES

Section 1. Wage Schedule. The wage schedule for Employees shall be as set out in Appendix A attached to this Agreement and by this reference made a part of this Agreement. For the purpose of determining eligibility for step increases, the first pay period of each fiscal year shall be the date used and any employee who was hired prior to December 31st will be eligible for a step increase for the next fiscal year.

All non-certified officers who begin employment after the date of this agreement, shall start at Step 2 of the wage schedule shown in Appendix A.

Section 2. Lateral Transfers

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions.

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee who has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to the equivalent pay step the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will begin with the first pay period following graduation from the academy.

Section 3. Signing Bonus

New employees who at the time of hire are currently certified law enforcement officers shall receive a \$10,000 signing bonus payable on the pay check following completion of the following terms:

- \$5,000 upon passing the Field Training period
- \$5,000 at the end of their probationary period

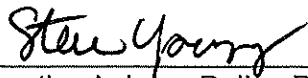
Employees hired under this provision have the option to use the bonus to purchase up to 90 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

New employees who are not certified at the time of hire shall receive a \$5,000 signing bonus payable on the pay check following completion of the following terms:

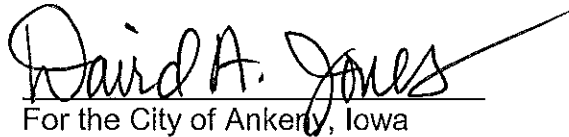
- \$2,500 upon passing the Field Training period
- \$2,500 at the end of their probationary period

Employees hired under this provision have the option to use the bonus to purchase up to 45 hours of paid time off (PTO) at their current hourly rate, after successful completion of the field training period.

Dated this 4th day of March, 2024.



For the Ankeny Police Department
Employees' Union
Steven Young, Union Steward



For the City of Ankeny, Iowa
David A. Jones, City Manager

APPENDIX A

Ankeny Police Department Employees Union

Wage Schedule

PO	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
FY 23 Hourly	31.287	32.851	34.494	36.219	37.306	38.425	39.578	40.765	41.988
FY 24 Hourly	32.226	33.837	35.529	37.305	38.424	39.577	40.764	41.987	43.247
FY 25 Hourly	33.193	34.853	36.596	38.426	39.579	40.766	41.989	43.249	44.546
FY 26 Hourly	34.189	35.898	37.693	39.578	40.765	41.988	43.248	44.545	45.881

July 1, 2022--New wage matrix takes effect

July 1, 2023--3% ATB

July 1, 2024--3% ATB

July 1, 2025--3% ATB

Employees shall be paid on an hourly basis for the actual hours worked each pay period.

New employees who at the time of hire are currently certified law enforcement officers and have the appropriate sworn experience as stated below are eligible for lateral transfer if they meet the following conditions:

Completion of 24 months (2 years) post academy service shall be paid at Step 3.

Completion of more than 36 months (3+ years) post academy service shall be paid at Step 4.

However, if a lateral transfer employee starts at a wage above a current employee who has the same or more post academy service with the Ankeny police department as the new hire, those current employees will be moved to the equivalent pay step the beginning of the pay period following the new hire start date. If this increase occurs after December 31st no additional step increase will be given for July 1st. Post academy service date will begin with the first pay period following graduation from the academy.



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The Iowa Department of Transportation (Iowa DOT) has scheduled the Iowa 210 PCC Pavement - Grade and New Project at the Interstate 35 (I-35) interchange north of Ankeny.

Iowa 210 will need to be closed between Story County 560th Avenue and 570th Avenue in order to complete the project. Construction will occur in calendar year 2025, and the closure is estimated to be from April 1 to November 1. During the project, entrance and exit ramp traffic will be detoured as indicated on the attached map. Since this detour will include local agency roads; specifically NE 72nd Street/ Polk County NE 126th Avenue, between N Ankeny Boulevard/ US 69 and I-35, it requires an Agreement for DOT-Initiated Detour of Primary Highways onto Local Roads.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council adopt a Resolution authorizing the execution of an Agreement for DOT-Initiated Detour of Primary Highways onto Local Roads between the City of Ankeny and the Iowa Department of Transportation (Iowa DOT).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 DOT Agreement with map

RESOLUTION 2024-XXX

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
IOWA DEPARTMENT OF TRANSPORTATION FOR
DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS**

WHEREAS, the Iowa Department of Transportation (Iowa DOT) has determined the necessity to temporarily close Iowa 210, between Story County 560th Avenue and 570th Avenue, for the purposes of constructing the Iowa 210 PCC Pavement – Grade and New project; and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the City agrees to permit the use of local agency roads as a detour, more particularly described as follows:

NE 72nd Street/ Polk County NE 126th Avenue from Interstate 35 (I-35) to N Ankeny Boulevard/ US 69.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with the Iowa DOT for the DOT-Initiated Detour of Primary Highways onto Local Roads.

DATED at the City of Ankeny, Iowa, this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the Iowa Department of Transportation, hereinafter known as the DOT; and the

City of Ankeny ☒ City Council
☐ County Board of Supervisors, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway IA 210
from US 69 to R70
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

WHEREAS, it is necessary to provide a detour for the primary highway closure period; and

WHEREAS, the LPA agrees to permit the use of its roads as a detour, more particularly described as follows:

On NE 72nd Street/NE 126th Ave, from NE 22nd Street to I-35;

; and

WHEREAS, Authorized representatives of both the DOT and the LPA have jointly inspected and documented the condition of the proposed detour to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the DOT has reviewed and inspected the bridges on the detour, if applicable. The LPA ☒ will ☐ will not allow ☒ oversize and/or ☒ overweight loads. The DOT shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the DOT agrees to perform the following pre-detour maintenance, if any: None
; and

WHEREAS, the DOT agrees to maintain the detour and provide all traffic control devices required by the Manual of Uniform Traffic Control Devices (MUTCD), as adopted by the DOT pursuant to 761 IAC 130, including the marking of no-passing zones during the period the local agency road(s) and structure(s) are being utilized as a primary road detour; and

WHEREAS, Prior to revocation of the detour, the DOT shall follow Iowa DOT Policy 600.05 for detour compensation of the LPA, and when requested by the LPA, either restore the local agency road to as good of condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic or damage upon the local agency road during the period it was used as a temporary primary road, in accordance with Section 313.28 or Section 313.29 of the Iowa Code and Iowa DOT Policy 600.05; and

WHEREAS, The detour period is estimated to begin April 1, 2025 and end November 1, 2025 ; and
(date) (date)

WHEREAS, the parties agree to the following additional provisions, if any: None

NOW, THEREFORE, BE IT AGREED that the described road be used as a detour under stipulations outlined above.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed by proper officers thereunto duly authorized as of the dates below indicated.

District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

Printed name and title of city representative

County representative Date

Printed name and title of county representative



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving construction contract and bond with HPC, LLC, in the amount of \$5,950,000.00 for the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Sheet
 Bid Tab
 Agreement

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE ANKENY FIRE STATION NO. 4", 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 ANKENY FIRE STATION NO. 4**

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 Ankeny Fire Station No. 4, 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>HPC, LLC</u>	of	<u>Ames, Iowa</u>
Amount of bid:	<u>\$5,950,000.00</u>		
Bond surety:	<u>Merchants Bonding Company</u> <u>(Mutual)</u>		
Date of bond:	<u>February 22, 2024</u>		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 4th day of March, 2024.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

FEBRUARY 13, 2024

ANKENY FIRE STATION NO. 4

The purpose of this meeting is to receive, open and tabulate bids for construction of the Ankeny Fire Station No. 4 project in accordance with the Plans and Specifications prepared by SVPA.

Mike Schrock, Assistant City Manager

Project Estimate of Cost \$ 6,600,000⁰⁰ At 1,280,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (three) Acknowledged
1) ✓	Larson Construction Co 600 17 th St SE Independence IA 50644	6,852,000 ⁰⁰ At 1,585,000 ⁰⁰	✓
2) ✓	Keystone Construction 3317 144 th Ct. Cumming IA 50061	6,035,000 ⁰⁰ At 1,423,000 ⁰⁰	✓
3) ✓	Accurate Commercial 9500 University Ave West Des Moines IA 50266	6,198,000 ⁰⁰ At 1,463,348 ⁰⁰	✓
* 4) ✓	HPC, LLC 120 N Sherman Ave Annes IA 50010	5,950,000 ⁰⁰ At 540,000 ⁰⁰	✓
5) ✓	Graphite Construction Group 1955 NE 58 th Ave Ste 100 Des Moines IA 50313	6,139,000 ⁰⁰ At 558,000 ⁰⁰	✓
(5%) 6) ✓	Edge Commercial 3155 SE Niehe Dr Ste 2 Grimes IA 50111	5,760,900 ⁰⁰ At 511,000 ⁰⁰	✓

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (three) Acknowledged
7) ✓	Lang Construction Group 1915 SE 41st St Grimes IA 50111	6,476,000 ⁰⁰ Alt 501,000 ⁰⁰	✓
5% 8) _____	DDVT 1817 N 7th St Indianola IA 50125	5835,000 ⁰⁰ Alt 525,000 ⁰⁰	✓
9) ✓	Henning Companies 5800 Merle Hay Rd Ste 14 Johnston IA 50131	6,243,000 ⁰⁰ Alt 517,000 ⁰⁰	✓
10) ✓	Henkel Construction Co 2500 Ford St Ames IA 50010	6,185,000 ⁰⁰ Alt 520,000 ⁰⁰	✓
11) ✓	Stahl 1861 SE Princeton Dr Grimes IA 50111	6,380,000 ⁰⁰ Alt 475,000 ⁰⁰	✓
12) ✓	Ball Team LLC 10550 New York Ave Urbandale IA 50322	5,978,000 ⁰⁰ Alt 525,000 ⁰⁰	✓
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of February 19, 2024 at 5:30 P.M.

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Mike Schrock
Mike Schrock, Assistant City Manager

Ankeny Fire Station No. 4

GENERAL CONTRACTOR NAME-ADDRESS	Bid Bond 10%	Resident Bidder Form	Targeted Small Business Form	Add 1 Rec.	Add 2 Rec.	Add 3 Rec.	Add 4 Rec.	Add 5 Rec.	Base Bid <i>ONLY</i>	Unit Price 1 Geothermal Bores/300 ft	Alt 1: Fuel Dispensing Station	TOTAL <i>W/ALT #1</i>
Accurate Commercial 9500 University Ave Suite 2112 West Des Moines 50266 Todd Heuermann 515.447.8122 theuermann@accurate- commercial.com	x	x	x	x	x	x	x	x	\$6,198,000	\$8,960	\$463,348	<i>\$6,661,348</i>
Ball Team LLC 10550 New York Ave #100 Urbandale 50233 Matthew Karns 515.440.4544 mkarns@buildwithball.com	x	x	x	x	x	x	x	x	\$5,978,000	\$9,500	\$525,000	<i>\$6,503,000</i>
DDVI 1817 N 7th Street Indianola 50125 Rich Piper 515.962.2176 rich@ddvi.net	5%	x	x	x	x	x	x	x				
Edge Commercial 3155 SE Miehe Dr, Suite 2 Grimes 50111 Branson Ropp 515.986.2229 bropp@edgeco-usa.com	5%	x	x	x	x	x	x	x				
Graphite Construction 1955 NE 58th Ave, Suite 100 Des Moines, 50313 Russ Carew 515.278.9446 rcarew@graphitegrp.com	x	x	x	x	x	x	x	x	\$6,139,000	\$9,500	\$558,000	<i>\$6,697,000</i>

2.13.2024

Ankeny Fire Station No. 4

SVPA No. 23019

GENERAL CONTRACTOR NAME-ADDRESS	Bid Bond 10%	Resident Bidder Form	Targeted Small Business Form	Add 1 Rec.	Add 2 Rec.	Add 3 Rec.	Add 4 Rec.	Add 5 Rec.	Base Bid <i>ONLY</i>	Unit Price 1 Geothermal Bores/300 ft	Alt 1: Fuel Dispensing Station	TOTAL <i>W/ALT #1</i>
Henkel Construction Ames 2500 Ford Street Ames 50010 Jeff Pearson 515.232.7072 jeff@henkelconstruction.com	x	x	x	x	x	x	x	x	\$6,185,000	\$9,500	\$520,000	<i>\$6,705,000</i>
Henning Companies 5800 Merle Hay Rd, #14 Johnston 50131 James Sparks 515.253.0943 bids@webild.com	x	x	x	x	x	x	x	x	\$6,243,000	\$8,960	\$517,000	<i>\$6,769,000</i>
<i>*</i> HPC, LLC 120 N Sherman Ave POB 429 Ames 50010 Curtis Pike 515.232.3133 cpike@hpikeconst.com	x	x	x	x	x	x	x	x	\$5,950,000 <i>*</i>	\$10,000	\$540,000	<i>\$6,490,000</i>
Keystone Construction 3317 144th Ct Cumming 50061 Justin Menke 515.313.3948 justin.menke@keystone-cs.com	x	x	x	x	x	x	x	x	\$6,035,000	\$9,856	\$423,000	<i>\$6,458,000</i>
Lang Consgruction 1915 SE 41st St Grimes 50111 515.645.9680 Ron Beason rbeason@lang-cg.com	x	x	x	x	x	x	x	x	\$6,476,000	\$9,600	\$501,000	<i>\$6,977,000</i>

2.13.2024

Ankeny Fire Station No. 4

SVPA No. 23019

[illegible]



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of February in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Ankeny
410 West First Street
Ankeny, IA 50023

and the Contractor:
(Name, legal status, address and other information)

HPC, LLC
120 North Sherman
Ames, IA 50010

for the following Project:
(Name, location and detailed description)

Ankeny Fire Station #4
Ankeny, Iowa
New fire station of approximately 12,260 s.f., located on NW Weigel Drive in Ankeny, Iowa

The Architect:
(Name, legal status, address and other information)

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
No later than March 5, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

(1232483375)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 30, 2025. Final completion requirement: July 31, 2025.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$5,950,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
NA	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Geothermal Vertical Bores	300' long, 3/4" U-tube	\$10,000

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$1,000 for each calendar day, if any, which elapses between the final completion date stated in the Construction Agreement, as extended by any extensions of time under the provisions of the General Conditions of the Contract, and the date when the entire project is finally complete within the meaning of the General Conditions of the Contract.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month,

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

Init.

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User Notes:

(1232483375)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

In accordance with Iowa Code Chapter 26 and Article 9.8.7 of AIA Document A201 General Conditions of the Contract for Construction (AIA document A201) as amended and included in the Project Manual.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Retainage will not be released until punch list items are complete and closeout documents have been submitted and reviewed by the Design Team. See Articles 9.10.2.1 and 9.10.2.2 of AIA Document A201 as amended and included in the Project Manual

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment will be made not earlier than 31 days following approval by the Ankeny City City Council at a regularly scheduled Council Meeting, receipt of all Lien Waiver and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the project.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate
(Paragraphs deleted)
established by either Section 74A.2 or Section 573.14, Code of Iowa, whichever is less.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None. The Owner shall pay the Contractor for Work properly

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mike Schrock, Assistant City Manager
City of Ankeny
410 West First Street
Ankeny, IA 50023

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Init.

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User Notes:

(1232483375)

Curtis Pike
HPC, LLC
120 North Sherman
Ames, IA 50010

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201 as amended and included in the Project Manual.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201 as amended and included in the Project Manual..

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Drawings: See attached Document 00 00 15
- .6 Specifications: See attached Document 00 00 10
- .7 Addenda, if any:

Number	Date	Pages
One	January 31, 2024	44
Two	February 7, 2024	44
Three	February 9, 2024	6
Four	February 12, 2024	1
Five	February 12, 2024	1

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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

	Curtis Pike
OWNER <i>(Signature)</i>	CONTRACTOR <i>(Signature)</i>
Mark Holm, Mayor	Curtis Pike, Manager
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert T. Ormsby, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:21:55 CT on 02/21/2024 under Order No. 4104245574 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Vice President | Secretary

(Title)

February 21, 2024

(Dated)

Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:21:55 CT on 02/21/2024.

PAGE 1

AGREEMENT made as of the Twentieth day of February in the year Two Thousand Twenty-four

...

City of Ankeny
410 West First Street
Ankeny, IA 50023

...

HPC, LLC
120 North Sherman
Ames, IA 50010

...

Ankeny Fire Station #4
Ankeny, Iowa
New fire station of approximately 12,260 s.f., located on NW Weigel Drive in Ankeny, Iowa

...

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

PAGE 2

[X] Established as follows:

...

No later than March 5, 2024

PAGE 3

[X] By the following date: June 30, 2025. Final completion requirement: July 31, 2025.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$5,950,000.00), subject to additions and deductions as provided in the Contract Documents.

...

NA

...

NA

...

NA

...

<u>Geothermal Vertical Bores</u>	<u>300' long, 3/4" U-tube</u>	<u>\$10,000</u>
----------------------------------	-------------------------------	-----------------

...

\$1,000 for each calendar day, if any, which elapses between the final completion date stated in the Construction Agreement, as extended by any extensions of time under the provisions of the General Conditions of the Contract, and the date when the entire project is finally complete within the meaning of the General Conditions of the Contract.

...

NA
PAGE 4

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

...

Five percent (5%)
PAGE 5

NA

...

In accordance with Iowa Code Chapter 26 and Article 9.8.7 of AIA Document A201 General Conditions of the Contract for Construction (AIA document A201) as amended and included in the Project Manual.

...

Retainage will not be released until punch list items are complete and closeout documents have been submitted and reviewed by the Design Team. See Articles 9.10.2.1 and 9.10.2.2 of AIA Document A201 as amended and included in the Project Manual

...

Final payment will be made not earlier than 31 days following approval by the Ankeny City City Council at a regularly scheduled Council Meeting, receipt of all Lien Waiver and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorney's fees) it incurred as a result of any Chapter 573 Claims filed on the project.

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

—%—established by either Section 74A.2 or Section 573.14, Code of Iowa, whichever is less.

PAGE 6

[X] Litigation in a court of competent jurisdiction

...

None. The Owner shall pay the Contractor for Work properly

...

Mike Schrock, Assistant City Manager

City of Ankeny

410 West First Street

Ankeny, IA 50023

PAGE 7

Curtis Pike

HPC, LLC

120 North Sherman

Ames, IA 50010

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. A201 as amended and included in the Project Manual.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents. A201 as amended and included in the Project Manual..

...

NA

...

NA

...

.2—AIA Document A101™ 2017, Exhibit A, Insurance and Bonds

~~.4~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~.5~~ Drawings: See attached Document 00 00 15

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

~~.6~~ Specifications: See attached Document 00 00 10

~~.5~~ Drawings, ~~.7~~ Addenda, if any:

Number	Title	Date	Pages
One		January 31, 2024	44
Two		February 7, 2024	44
Three		February 9, 2024	6
Four		February 12, 2024	1
Five		February 12, 2024	1

~~.6~~ Specifications

Section	Title	Date	Pages
---------	-------	------	-------

~~.7~~ Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

~~.8~~ Other Exhibits:

~~(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

~~[]~~ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
~~(Insert the date of the E204-2017 incorporated into this Agreement.)~~

~~[]~~ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

~~[]~~ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

~~.9~~ Other documents, if any, listed below:

~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)~~

PAGE 8

Mark Holm, Mayor

Curtis Pike, Manager

**SECTION 00 00 15
LIST OF DRAWINGS**

GENERAL

G001	COVER SHEET
G002	CODE REVIEW
G003	OCCUPANCY PLAN
G004	GENERAL INFORMATION

CIVIL

C000	TITLE SHEET
C100	PROJECT INFORMATION
C200	DIMENSION PLAN
C300	UTILITY PLAN
C400	GRADING & EROSION CONTROL PLAN
C500	PLANTING PLAN

STRUCTURAL

S000	GENERAL NOTES
S001	GENERAL NOTES
S002	TESTING, INSPECTIONS, AND OBSERVATIONS
S003	SYMBOL LIST AND ABBREVIATIONS
S101	FOUNDATION PLAN
S102	LOW ROOF FRAMING PLAN
S103	UPPER ROOF FRAMING PLAN
S300	FOUNDATION DETAILS
S301	FOUNDATION DETAILS
S400	MASONRY DETAILS
S401	MASONRY DETAILS
S500	FRAMING DETAILS
S501	FRAMING DETAILS
S600	CFSF DETAILS

ARCHITECTURAL

A001	WALL TYPES
A100	MAIN FLOOR PLAN
A101	MAIN FLOOR DIMENSION PLAN
A102	UPPER LEVEL PLAN
A110	ROOF PLAN
A200	EXTERIOR ELEVATIONS
A300	BUILDING SECTIONS
A301	BUILDING SECTIONS
A310	WALL SECTIONS
A311	WALL SECTIONS
A312	WALL SECTIONS
A313	WALL SECTIONS
A400	INTERIOR ELEVATIONS
A401	INTERIOR ELEVATIONS & ENLARGED PLANS
A410	MILLWORK DETAILS
A500	PLAN DETAILS
A501	PLAN DETAILS
A510	SECTION DETAILS
A511	SECTION DETAILS
A512	SECTION DETAILS

January 15, 2024

A600	DOOR SCHEDULE AND TYPES
A700	REFLECTED CEILING PLAN
A800	FLOOR FINISH PLAN
A910	EQUIPMENT PLAN

FIRE PROTECTION

F000	FIRE PROTECTION COVERSHEET
F100	MAIN FLOOR PLAN – FIRE PROTECTION
F600	FIRE PROTECTION SCHEDULES

PIPING

H000	PIPING COVERSHEET
H010	SITE PLAN - MECHANICAL
H099	UNDERFLOOR PLAN - PIPING
H100	MAIN FLOOR PLAN - PIPING
H110	ROOF PLAN – PIPING
H400	PIPING DETAILS
H401	PIPING DETAILS
H500	PIPING DIAGRAMS
H600	PIPING SCHEDULES

PLUMBING

P000	PLUMBING COVERSHEET
P099	UNDERFLOOR PLAN – PLUMBING
P100	MAIN FLOOR PLAN - PLUMBING
P110	ROOF PLAN – PLUMBING
P200	PLUMBING ENLARGED PLAN
P400	PLUMBING DETAILS
P401	PLUMBING DETAILS
P600	PLUMBING MATERIAL LIST
P601	PLUMBING MATERIAL LIST

VENTILATION

V000	VENTILATION COVERSHEET
V100	MAIN FLOOR PLAN – VENTILATION
V110	ROOF PLAN – VENTILATION
V400	VENTILATION DETAILS
V401	VENTILATION DETAILS
V402	VENTILATION DETAILS
V500	VENTILATION DETAILS
V501	VENTILATION CONTROLS
V502	VENTILATION CONTROLS
V503	VENTILATION CONTROLS
V600	VENTILATION SCHEDULES
V601	VENTILATION SCHEDULES

ELECTRICAL

E000	ELECTRICAL COVERSHEET
E001	ELECTRICAL SYSTEMS COVERSHEET
E010	SITE PLAN - ELECTRICAL
E100	MAIN FLOOR PLAN – LIGHTING
E200	MAIN FLOOR PLAN – POWER
E201	ROOF PLAN – POWER
E300	MAIN FLOOR PLAN – SYSTEMS

January 15, 2024

E400	ELECTRICAL DETAILS
E401	ELECTRICAL DETAILS
E500	ELECTRICAL DIAGRAMS
E600	ELECTRICAL SCHEDULES
E601	ELECTRICAL SCHEDULES
E700	ELECTRICAL PANEL SCHEDULES
E701	ELECTRICAL PANEL SCHEDULES
E702	ELECTRICAL PANEL SCHEDULES

TECHNOLOGY

T000	TECHNOLOGY COVERSHEET
T010	SITE PLAN – TECHNOLOGY
T100	MAIN FLOOR PLAN – TECHNOLOGY
T110	ROOF PLAN - TECHNOLOGY
T200	ENLARGED PLANS – TECHNOLOGY
T300	TECHNOLOGY DETAILS
T301	TECHNOLOGY DETAILS
T500	TECHNOLOGY SCHEDULES

**SECTION 00 00 10
TABLE OF CONTENTS**

Division	Section Title	Pages
----------	---------------	-------

PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 00 01	Project Title Page	
00 00 05	Seals	
00 00 10	Table of Contents	
00 00 15	List of Drawings	
00 10 01	Notice to Bidders and Notice of Public Hearing	
00 20 00	Supplementary Instructions to Bidders	
	Statement of Qualifications Form	
	Resident Bidder Forms	
	Targeted Small Business Form	
00 26 00	Procurement Substitution Procedures	
	CSI Form 1.5C Substitution Request (during the Bidding Period)	
00 30 00	Information Available to Bidders	
	Geotechnical Report	
00 40 00	Bid Form	
00 43 00	Bid Bond	
00 43 80	Notice to Proceed	
00 50 00	Contract Agreement	
	Sample AIA A101 – 2017 Contract	
00 61 10	Performance and Payment Bond	
00 70 00	General Conditions	
	AIA Document A201 General Conditions of the Contract for Construction	

SPECIFICATIONS GROUP
General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary	
01 22 00	Unit Prices	
01 23 00	Alternates	
01 26 00	Contract Modification Procedures	
01 29 00	Payment Procedures	
01 31 00	Project Management and Coordination	
01 32 00	Construction Progress Documentation	
01 33 00	Submittal Procedures	
01 40 00	Quality Requirements	
01 42 00	References	
01 50 00	Temporary Facilities and Controls	
01 60 00	Product Requirements	
	CSI Form 13.1A Substitution Request for Cause	
01 73 00	Execution	
01 73 29	Cutting and Patching	
01 77 00	Closeout Procedures	
01 78 23	Operation and Maintenance Data	
01 78 39	Project Record Documents	

Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS – NOT USED

DIVISION 03 - CONCRETE

03 10 00	Concrete Formwork.....
03 20 00	Concrete Reinforcement
03 30 00	Cast-In-Place Concrete.....
03 35 36	Polished Concrete Floors.....
03 35 70	Concrete Floor Finishes.....
03 45 01	Precast Concrete Splashblocks.....

DIVISION 04 - MASONRY

04 22 00	Reinforced Unit Masonry
04 22 00	Brick Masonry
04 23 30	Calcium Silicate Masonry.....
04 72 00	Cast Stone Masonry.....

DIVISION 05 - METALS

05 12 23	Structural Steel.....
05 21 00	Steel Joists.....
05 31 00	Steel Deck.....
05 40 00	Cold Formed Metal Framing (CFSF) System

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 53	Miscellaneous Rough Carpentry.....
06 16 00	Exterior Gypsum Sheathing
06 40 23	Interior Architectural Woodwork.....
06 71 00	Fiberglass Reinforced Polymer (FRP) Products and Fabrications

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 21 00	Thermal Insulation.....
07 24 14	Direct-Applied Exterior Finish Systems.....
07 27 13	Underslab Vapor Barrier
07 27 16	Self-Adhering Sheet Air and Moisture Barrier.....
07 27 26	Fluid-Applied Membrane Air Barriers.....
07 40 00	Pultruded Fiberglass Reinforced Polymer (PFRP) Cladding Support System
07 41 13	Metal Roof Panels.....
07 41 20	Concealed Fastener Metal Wall Panels.....
07 46 16	Aluminum Siding
07 54 00	Thermoplastic Polyolefin Membrane Roofing – Fully Adhered.....
07 62 00	Sheet Metal Flashing and Trim.....
07 63 10	Gutters and Downspout
07 72 00	Roof Accessories
07 84 13	Penetration Firestopping
07 84 46	Fire-Resistive Joint Systems.....
07 92 00	Joint Sealants.....

DIVISION 08 - OPENINGS

08 11 13	Hollow Metal Doors and Frames.....
08 14 16	Flush Wood Doors
08 36 13	Sectional Doors.....
08 41 13	Aluminum Framed Entrances and Storefronts.....
08 51 13	Aluminum Windows
08 71 00	Door Hardware.....
08 80 00	Glazing
08 83 00	Mirrors

DIVISION 09 - FINISHES

09 05 12	Concrete Floor Moisture Content and pH Testing
09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 30 00	Tiling
09 51 13	Acoustical Panel Ceilings
09 65 13	Resilient Base and Accessories
09 67 26	Quartz Flooring
09 68 13	Tile Carpeting
09 68 20	Carpet Tile Entrance Mats
09 84 00	Acoustical Ceiling Treatment
09 90 00	Paints and Coatings
09 96 00	High-Performance Coatings

DIVISION 10 - SPECIALTIES

10 11 00	Visual Display Surfaces
10 14 00	Identification Devices
10 14 26	Post and Panel Signage
10 24 00	Equipment Screening
10 26 00	Wall and Door Protection
10 28 00	Toilet, Bath and Laundry Accessories
10 29 00	Bird and Pest Control
10 44 13	Fire Extinguisher Cabinets
10 44 16	Fire Extinguishers
10 51 13	Metal Lockers
10 51 16	Wood Lockers
10 75 00	Flagpoles

DIVISION 11 – EQUIPMENT – NOT USED

DIVISION 12 - FURNISHINGS

12 24 13	Roller Window Shades
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DIVISION 13 - SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 - CONVEYING SYSTEMS – NOT USED

Facility Services Subgroup

DIVISION 21 - FIRE SUPPRESSION

21 05 00	Basic Fire Suppression Requirements
21 05 03	Through Penetration Firestopping
21 05 29	Fire Suppression Supports and Anchors
21 05 53	Fire Suppression Identification
21 13 00	Fire Protection Systems

DIVISION 22 - PLUMBING

22 05 00	Basic Plumbing Requirements
22 05 03	Through Penetration Firestopping
22 05 13	Motors
22 05 29	Plumbing Supports and Anchors
22 05 53	Plumbing Identification
22 07 19	Plumbing Piping Insulation
22 09 00	Instrumentation

22 10 00	Plumbing Piping
22 10 23	Natural Gas Piping
22 10 30	Plumbing Specialties
22 11 23	Domestic Water Pumps
22 30 00	Plumbing Equipment
22 40 00	Plumbing Fixtures

DIVISION 23 - HEATING, VENTILATING AND AIR CONDITIONING

23 05 00	Basic HVAC Requirements
23 05 03	Through Penetration Firestopping
23 05 13	Motors
23 05 29	HVAC Supports and Anchors
23 05 48	HVAC Vibration Isolation
23 05 53	HVAC Identification
23 05 93	Testing, Adjusting, and Balancing
23 07 13	Ductwork Insulation
23 07 19	HVAC Piping Insulation
23 09 00	Controls
23 09 13	Instrumentation
23 13 13	Facility Underground Fuel-Oil Storage Tanks
23 21 00	Hydronic Piping
23 21 16	Hydronic Specialties
23 21 23	HVAC Pumps
23 25 00	Chemical (Water) Treatment
23 31 00	Ductwork
23 33 00	Ductwork Accessories
23 34 16	Centrifugal Fans
23 34 23	Power Ventilators
23 37 00	Air Inlets and Outlets
23 57 33	Geothermal Heat Exchangers
23 74 23.13	Gas Fired Make-up Air Units
23 75 13	Packaged Water Source Dedicated Outside Air Handling Unit
23 81 46	Packaged Water Source Heat Pumps
23 82 00	Terminal Heat Transfer Units

DIVISION 26 - ELECTRICAL

26 05 00	Basic Electrical Requirements
26 05 03	Through Penetration Firestopping
26 05 13	Wire and Cable
26 05 17	Electric Heat Trace and Snow Melt
26 05 26	Grounding and Bonding
26 05 27	Supporting Devices
26 05 33	Conduit and Boxes
26 05 53	Electrical Identification
26 05 73	Power System Study
26 09 33	Lighting Control Systems
26 20 00	Service Entrance
26 24 16	Panelboards
26 24 19	Motor Control
26 27 26	Wiring Devices
26 28 13	Fuses
26 28 16	Disconnect Switches
26 29 23	Variable Frequency Drives
26 36 00	Transfer Switch

January 15, 2024

26 43 00	Surge Protection Devices
26 51 19	LED Lighting.....

DIVISION 27 - COMMUNICATIONS

27 05 00	Basic Communications Systems Requirements
27 05 03	Through Penetration Firestopping
27 05 26	Communications Bonding
27 05 28	Interior Communication Pathways
27 05 43	Exterior Communication Pathways
27 05 53	Identification and Administration
27 11 00	Communication Equipment Rooms (CER)
27 13 43.53	Television Distribution System
27 15 00	Horizontal Cabling Requirements
27 17 10	Testing
27 17 20	Structured Cabling System Warranty.....
27 41 00	Professional Audio Video System.....

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 05 00	Basic Electronic Safety and Security System Requirements
28 05 03	Through Penetration Firestopping
28 31 00	Fire Alarm and Detection Systems

Site and Infrastructure Subgroup

DIVISION 31 - EARTHWORK

31 20 00	Earthwork, Subgrade, and Subbase
31 23 00	Foundation Excavating and Backfilling
31 23 33	Trench Excavation and Backfill
31 25 00	Erosion and Sediment Control

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 13 13	Portland Cement Concrete Pavement
32 13 14	Sidewalks, Shared Use Paths, and Driveways
32 17 23	Pavement Marking
32 92 19	Seeding
32 92 23	Sodding
32 93 00	Plant Material and Planting

DIVISION 33 - UTILITIES

33 01 12	Water Testing and Disinfecting
33 14 16	Water Main and Appurtenances
33 14 23	Water Utility Distribution Equipment
33 31 13	Sanitary Utility Piping
33 31 14	Cleaning, Inspection and Testing of Sewers
33 41 00	Subdrains and Footing Drain Collectors
33 42 11	Storm Utility Piping
33 42 31	Storm and Sanitary Structures
33 42 32	Cleaning, Inspection and Testing of Structures

Signature: Curtis Pike
Curtis Pike (Feb 22, 2024 15:36 CST)

Email: cpike@hpikconst.com

Signature:

Email: mschrock@ankenyiowa.gov



AIA[®] Document A312[™] – 2010

Bond No. 100309040

Performance Bond

CONTRACTOR:

(Name, legal status and address)
HPC, L.L.C.

P. O. Box 429
Ames, IA 50010-0429

OWNER:

(Name, legal status and address)

City of Ankeny
410 West First Street
Ankeny, IA 50023

CONSTRUCTION CONTRACT

Date: February 20, 2024

Amount: \$5,950,000.00

Description: Ankeny Fire Station No. 4, Ankeny, IA
(Name and location)

SURETY:

(Name, legal status and principal place
of business)
Merchants Bonding Company (Mutual)

P.O. Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: February 22, 2024
(Not earlier than Construction Contract Date)

Amount: \$5,950,000.00

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

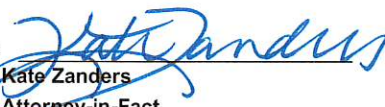
Company: (Corporate Seal)
HPC, L.L.C.

Signature: 
Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: 
Name Kate Zanders
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.
1466 28th Street, Suite 200
West Des Moines, IA 50266

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**AIA®****Document A312™ – 2010**Bond No. 100309040**Payment Bond****CONTRACTOR:***(Name, legal status and address)***HPC, L.L.C.****P. O. Box 429****Ames, IA 50010-0429****OWNER:***(Name, legal status and address)***City of Ankeny****410 West First Street****Ankeny, IA 50023****CONSTRUCTION CONTRACT****Date: February 20, 2024****Amount: \$5,950,000.00****Description:****Ankeny Fire Station No. 4, Ankeny, IA***(Name and location)***SURETY:***(Name, legal status and principal place of business)***Merchants Bonding Company (Mutual)****P.O. Box 14498****Des Moines, IA 50306-3498**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND**Date: February 22, 2024***(Not earlier than Construction Contract Date)***Amount: \$5,950,000.00**Modifications to this Bond: ☒ None☐ See Section 18**CONTRACTOR AS PRINCIPAL**Company:
HPC, L.L.C.*(Corporate Seal)*

Signature: _____

Name

and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY**

Company:

Merchants Bonding Company (Mutual)*(Corporate Seal)*

Signature: _____

Name

and Title: **Attorney-in-Fact***(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****Holmes, Murphy and Associates LLC****2727 Grand Prairie Parkway****Waukee, IA 50263****(515) 223-6800****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***Savage-Ver Ploeg & Associates, Inc. dba SVPA Architects Inc.****1466 28th Street, Suite 200****West Des Moines, IA 50266**

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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 Grulis; 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.

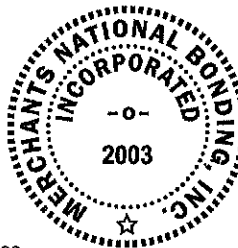
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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



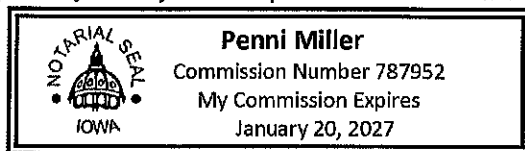
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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 22nd day of February, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2024

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).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: Lori Godbey PHONE (A/C, No, Ext): 515-237-0114 E-MAIL ADDRESS: lori.godbey@assuredpartners.com		FAX (A/C, No): 515-237-0114
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : United Fire & Casualty		13021
		INSURER B : Cincinnati Insurance Company		10677
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 947292189

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	60452484	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		Y	60452484	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		Y	EXS0212353	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	Y	30303216	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Ankeny Fire Station #4 Ankeny, Iowa

Certificate holder is an Additional Insured - Managers or Lessors of Premises, Lessor of Leased Equipment, Vendors, Owners, Lessees or Contractors, State or Governmental Agency or Subdivision (Political Subdivision) Permits Relating to Premises - when required in a written contract on a primary basis with respects to Ongoing Operations and Completed Operations on the General Liability policy per form CG7201 (01/13)

Waiver of subrogation applies to the General Liability policy per form CG7201 (01/13)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 West 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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED HPC, L.L.C. P O Box 429 Ames IA 50010	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies to the Auto Liability when required in a contract, agreement or permit per form CA7109 (01/06)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Waiver of subrogation in favor of certificate holder applies with respects to the Umbrella policy per form XS101UM (12/04)

Cancellation and Material Change Notification - 30 Days with respects to the General Liability policy per form UW1730 (02/11)

Cancellation and Material Change Notification - 30 Days with respects to the Auto policy per form UW1730 (02/11)

Cancellation and Material Change Notification - 30 Days with respects to the Workers Compensation policy per form UW1730 (02/11)

Cancellation Notification - 30 Days per form IA4087 (08/11)



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Delaware Ground Storage Reservoir Rehabilitation Project: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Tanksco Inc. on the Delaware Ground Storage Reservoir Rehabilitation Project.

The Delaware Ground Storage Reservoir Rehabilitation Project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications, and that

the final contract amount is \$241,500.00.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the Delaware Ground Storage Reservoir Rehabilitation Project and establishes the final contract amount to be \$241,500.00.

4. Final Payment: Tanksco Inc. = \$7,980.00

Retainage Payment: Tanksco Inc. = \$12,075.00

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Certificate of Completion from the project engineer for the Delaware Ground Storage Reservoir Rehabilitation Project.

3. Adopt the Resolution accepting the Delaware Ground Storage Reservoir Rehabilitation Project with Tanksco Inc. in the final contract amount to be \$241,500.00.

4. Authorize final payment to Tanksco Inc. in the amount of \$7,980.00 and release of retainage payment in the amount of \$12,075.00 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 1, 2023: Council ordered construction and set dates for bid letting and public hearing.

June 5, 2023: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; and awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	Certificate of Completion
	Payment #2 Final
	Resolution

CERTIFICATE OF COMPLETION

Delaware Ground Storage Reservoir Rehabilitation

Ankeny, Iowa

March 4, 2024

This is to certify that the construction improvements on the Delaware Ground Storage Reservoir Rehabilitation project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is \$241,500.00. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph T. Hoban". The signature is fluid and cursive, with the first name "Joseph" and last name "Hoban" clearly distinguishable.

Joseph T. Hoban, P.E.
Vice President
Dixon Engineering, Inc.
Iowa License Number: P25875

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Delaware Ground Storage Reservoir Rehabilitation Project ☐
Contractor: Tanksco Inc
Address: 1516 Royster Rd FortWorth Tx
Finance Budget Code: 638.3638.4450 **Finance Project #:** 638.4450
Vendor Project #: **Purchase Order #:**
Original Contract Date: July 17, 2023 **Vendor Account #:** 11972

Date of Council Meeting: 3/4/24 **Payment Application #:** 2 (Final)

Payment Period: From: September 25, 2023 Through: October 27, 2023

Contract Summary:

Original Contract Amount:	\$	241,500.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	241,500.00	
 Total Completed and Stored to Date:	\$	241,500.00	
Retainage: 5 % of Completed Work:	\$	12,075.00	
Total Earned Less Retainage:	\$	229,425.00	
Less Previous Applications for Payment:	\$	221,445.00	
SUBTOTAL:			\$ 7,980.00

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 7,980.00

Balance to Finish, Including Retainage: \$ 12,075.00

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: Tanksco Inc

Signature: Saul Bocanegra Firm Name: Tanksco Inc Date: February 6, 2024

Engineer / Consultant Approval: DIXON Engineering, Inc.

Signature: [Signature] Firm Name: DIXON Engineering, Inc. Date: February 17, 2024

City of Ankeny Staff Approval:

Signature: Donald Clark Date: 2/23/24

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
 E-mail: dclark@ankeny.ia.gov Phone Number: 515-963-3529

Date printed: 2/17/2024

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGIAL 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
BASE BID												
2.01	Sidewall Manway	LS	1.00		1.00	\$ 6,000	\$ 6,000.00	0.00	\$ -	1.00	1.00	\$ 6,000.00
2.02	Overflow Pipe Discharge Modification	LS	1.00		1.00	\$ 5,500	\$ 5,500.00	0.00	\$ -	1.00	1.00	\$ 5,500.00
2.03	Sidewall Platform	LS	1.00		1.00	\$ 8,000	\$ 8,000.00	0.00	\$ -	1.00	1.00	\$ 8,000.00
2.04	Ladder Modification and Vandal Guard	LS	1.00		1.00	\$ 8,200	\$ 8,200.00	0.00	\$ -	1.00	1.00	\$ 8,200.00
2.05	Roof Vent	LS	1.00		1.00	\$ 11,500	\$ 11,500.00	0.00	\$ -	1.00	1.00	\$ 11,500.00
2.06	Roof Handrail and Painter's Railing	LS	1.00		1.00	\$ 24,800	\$ 24,800.00	0.00	\$ -	1.00	1.00	\$ 24,800.00
2.07	Exterior Repaint with Containment	LS	1.00		1.00	\$ 141,500	\$ 141,500.00	0.00	\$ -	1.00	1.00	\$ 141,500.00
2.08	Lettering and Logo	LS	1.00		1.00	\$ 8,000	\$ 8,000.00	0.00	\$ -	1.00	1.00	\$ 8,000.00
2.09	Cathodic Protection System	LS	1.00		1.00	\$ 28,000	\$ 28,000.00	0.30	\$ 8,400.00	0.70	1.00	\$ 28,000.00
2.10							\$ -		\$ -		0.00	\$ -
SEWERS AND DRAINS												
4.01					0.00		\$ -		\$ -		0.00	\$ -
4.02					0.00		\$ -		\$ -		0.00	\$ -
4.03					0.00		\$ -		\$ -		0.00	\$ -
4.04					0.00		\$ -		\$ -		0.00	\$ -
4.05					0.00		\$ -		\$ -		0.00	\$ -
4.06					0.00		\$ -		\$ -		0.00	\$ -
4.07					0.00		\$ -		\$ -		0.00	\$ -
4.08					0.00		\$ -		\$ -		0.00	\$ -
4.09					0.00		\$ -		\$ -		0.00	\$ -
4.10					0.00		\$ -		\$ -		0.00	\$ -
WATER MAINS AND APPURTENANCES												
5.01					0.00		\$ -		\$ -		0.00	\$ -
5.02					0.00		\$ -		\$ -		0.00	\$ -
5.03					0.00		\$ -		\$ -		0.00	\$ -
5.04					0.00		\$ -		\$ -		0.00	\$ -
5.05					0.00		\$ -		\$ -		0.00	\$ -
5.06					0.00		\$ -		\$ -		0.00	\$ -
5.07					0.00		\$ -		\$ -		0.00	\$ -
5.08					0.00		\$ -		\$ -		0.00	\$ -
5.09					0.00		\$ -		\$ -		0.00	\$ -
5.10					0.00		\$ -		\$ -		0.00	\$ -
STRUCTURES FOR SANITARY AND STORM SEWERS												
6.01					0.00		\$ -		\$ -		0.00	\$ -
6.02					0.00		\$ -		\$ -		0.00	\$ -
6.03					0.00		\$ -		\$ -		0.00	\$ -
6.04					0.00		\$ -		\$ -		0.00	\$ -
6.05					0.00		\$ -		\$ -		0.00	\$ -
6.06					0.00		\$ -		\$ -		0.00	\$ -
6.07					0.00		\$ -		\$ -		0.00	\$ -
6.08					0.00		\$ -		\$ -		0.00	\$ -
6.09					0.00		\$ -		\$ -		0.00	\$ -
6.10					0.00		\$ -		\$ -		0.00	\$ -
STREETS AND RELATED WORK												
7.01					0.00		\$ -		\$ -		0.00	\$ -
7.02					0.00		\$ -		\$ -		0.00	\$ -
7.03					0.00		\$ -		\$ -		0.00	\$ -
7.04					0.00		\$ -		\$ -		0.00	\$ -
7.05					0.00		\$ -		\$ -		0.00	\$ -
7.06					0.00		\$ -		\$ -		0.00	\$ -
7.07					0.00		\$ -		\$ -		0.00	\$ -
7.08					0.00		\$ -		\$ -		0.00	\$ -
7.09					0.00		\$ -		\$ -		0.00	\$ -
7.10					0.00		\$ -		\$ -		0.00	\$ -
TRAFFIC CONTROL												
8.01					0.00		\$ -		\$ -		0.00	\$ -
8.02					0.00		\$ -		\$ -		0.00	\$ -
8.03					0.00		\$ -		\$ -		0.00	\$ -
8.04					0.00		\$ -		\$ -		0.00	\$ -
8.05					0.00		\$ -		\$ -		0.00	\$ -
SITE WORK AND LANDSCAPING												
9.01					0.00		\$ -		\$ -		0.00	\$ -
9.02					0.00		\$ -		\$ -		0.00	\$ -
9.03					0.00		\$ -		\$ -		0.00	\$ -
9.04					0.00		\$ -		\$ -		0.00	\$ -
9.05					0.00		\$ -		\$ -		0.00	\$ -
DEMOLITION												
10.01					0.00		\$ -		\$ -		0.00	\$ -
MISCELLANEOUS												
11.01					0.00		\$ -		\$ -		0.00	\$ -
11.02					0.00		\$ -		\$ -		0.00	\$ -
11.03					0.00		\$ -		\$ -		0.00	\$ -
11.04					0.00		\$ -		\$ -		0.00	\$ -
11.05					0.00		\$ -		\$ -		0.00	\$ -
CHANGE ORDER ITEMS												
12.01					0.00		\$ -		\$ -		0.00	\$ -
12.02					0.00		\$ -		\$ -		0.00	\$ -
12.03					0.00		\$ -		\$ -		0.00	\$ -
12.04					0.00		\$ -		\$ -		0.00	\$ -
12.05					0.00		\$ -		\$ -		0.00	\$ -

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 241,500.00 PAY PERIOD = \$ 8,400.00

COMPLETED = \$ 241,500.00



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

February 19, 2024

Mr. Don Clark, PE
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

Subject: Rehabilitation of Delaware Ground Storage Tank – Progress Payment
Recommendation #2

Dear Don:

Attached is Pay Request #2 from TanksCo, Inc, in the amount of \$7,980 for work completed on this project through February 6, 2024. The original contract price was \$241,500 and there were zero change orders. Our inspections have verified that this work has been completed per the project specifications.

A Maintenance bond has previously been submitted and will cover the warranty period which extends thirteen (13) months from the date of Substantial Completion of October 30, 2023.

Our inspections have verified that all work has been satisfactorily completed and we are not aware of any outstanding claims on the project. Based on this information and our inspection reports, we recommend the project be finalized and payment made less the 5% retainage to TanksCo, Inc. in the amount of \$7,980 less any liquidated damages the City assesses.

We appreciate the opportunity to assist the City of Ankeny with this project. If you have any questions regarding our recommendation, please contact me at (641) 903-4193.

FOR DIXON ENGINEERING, INC.,

Tim Wilson
Project Manager

Enc.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION", 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 ACCEPTING THE DELAWARE GROUND STORAGE RESERVOIR REHABILITATION

WHEREAS, on the 17th day of July, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with TanksCo, Inc. of Fort Worth, Texas, for the construction of certain public improvements generally described as the Delaware Ground Storage Reservoir Rehabilitation; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on March 4, 2024:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$241,500.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 4th day of March, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this **4th** day of **March**, 2024.

City Clerk, City of Ankeny, State of Iowa

(SEAL)



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Midway Park Restroom Construction: Consider motion to approve; a) Certificate of Completion; b) **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final payment to Romtech Companies on the Midway Park Restroom Construction project.

The Midway Park Restroom Construction project is now complete. A series of actions are needed in order to close out this construction project:

a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project states that the work performed was in substantial conformance with the plans and specifications, and that the final contract amount is \$279,370.78.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Certificate of Completion on the Midway Park Restroom Construction project and establishes the final contract amount to be \$279,370.78.

c) Final Payment: Romtech Companies = \$6,518.28.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Engineer's Certificate of Completion for the Midway Park Restroom Construction project.

3. Adopt the Resolution accepting the Midway Park Restroom Construction project with Romtech Companies in the final contract amount of \$279,370.78.

3. Authorize Final Payment to Romtech Companies in the amount of \$6,518.28.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 1, 2023: Authorized the acceptance of a proposal from Romtec Companies for the purchase and installation of a restroom facility at Midway Park.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7 (Final)
 Certificate of Completion
 Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: MIDWAY PARK RESTROOM CONSTRUCTION
Contractor: ROMTEC COMPANIES
Address: 18240 N. BANK RD, ROSEBURG, OR, 97470
Finance Budget Code: 897.2897.4408 Finance Project #: 897.4408
Vendor Project #: NA Purchase Order #: NA
Original Contract Date: May 18, 2023 Vendor Account #: 6802

Date of Council Meeting: March 4, 2024 Payment Application #: 7

Payment Period: From: December 1, 2023 Through: February 21, 2024

Contract Summary:

Original Contract Amount:	\$	<u>279,370.78</u>	
Net Change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>279,370.78</u>	
Total Completed and Stored to Date:	\$	<u>279,370.78</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned Less Retainage:	\$	<u>279,370.78</u>	
Less Previous Applications for Payment:	\$	<u>272,852.50</u>	
SUBTOTAL:	\$		<u>6,518.28</u>

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 6,518.28

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: ROMTEC COMPANIES

Signature: [Signature] Date: 2/21/2024

Engineer / Consultant Approval:

Signature: _____ Date: _____

City of Ankeny Staff Approval:

Signature: [Signature] Date: 2/21/24

Submit to: NICK LENOX
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576

Date Printed: 2/21/2024



Romtec Companies (541) 496-3541
18240 N. Bank Rd
Roseburg OR 97470
United States

Invoice

#INV1366

1/25/2024

Bill To

City of Ankeny
410 W 1st St
Ankeny IA 50023-1557
United States

Ship To

City of Ankeny
1500 Sw Des Moines St
Ankeny IA 50023
United States

TOTAL

\$6,518.28

Due Date: 2/29/2024

Terms	Due Date	MFG Project	Customer PO #	Contract #
30 - Net 30	2/29/2024	City of Ankeny : 20178		

Quantity	Item	Rate	Amount
	/C : Midway Park (IA) project.		
1	Installation : Invoicing for remaining amount for Top Out Plumbing & Electrical	\$750.00	\$750.00
1	Installation : Invoicing for remaining amount for Finishes & Accessories	\$5,768.28	\$5,768.28

Subtotal	\$6,518.28
Discount	
Tax Total (0%)	\$0.00

Total \$6,518.28

Questions call @ 541-496-4752 or email 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 - Midway Park (Formerly Des Moines St. Park)(IA) - Schedule of Values - Monthly Billing

City of Ankeny
Attn: Nick Lenox
410 W. First Street
Ankeny IA, 50023

Job# 20178

Tax-Exempt

Application No: 1366
Application Date: 1/25/2024
Period To: 1/31/2024

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETED	% (G/C)	H BALANCE TO
001	Restroom	\$ 40,000.00	\$ 40,000.00		\$ 40,000.00	100%	\$ -
002	Delivery of Design Submittal (SSDS)	\$ 60,000.00	\$ 60,000.00		\$ 60,000.00	100%	\$ -
003	Manufacturing at Romtec facilities (monthly progress)	\$ 13,222.22	\$ 13,222.22		\$ 13,222.22	100%	\$ 0.00
005	Ready to Ship (manufacturing and packaging complete)	\$ 9,612.00	\$ 9,612.00		\$ 9,612.00	100%	\$ -
006	Freight	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	100%	\$ -
007	Installation - Site Work & Rough-in Plumbing & Electrical	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	100%	\$ -
008	Installation - Foundation & Slab	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	100%	\$ -
009	Installation - Erection of Walls	\$ 30,000.00	\$ 30,000.00		\$ 30,000.00	100%	\$ -
010	Installation - Roof System	\$ 15,000.00	\$ 15,000.00	\$ 750.00	\$ 15,000.00	100%	\$ -
011	Installation - Top Out Plumbing & Electrical	\$ 11,536.56	\$ 11,536.56	\$ 5,768.28	\$ 11,536.56	100%	\$ -
	GRAND TOTALS	\$ 279,370.78	\$ 272,852.50	\$ 6,518.28	\$ 279,370.78	1000%	\$ 0.00

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 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.

CERTIFICATE OF COMPLETION

Midway Park Restroom Construction

Ankeny, Iowa

March 4, 2024

This is to certify that the construction improvements on the ***Midway Park Restroom Construction*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***\$279,370.78***. I hereby recommend acceptance of the project.

Respectfully submitted,

Nick Lenox
Project Manager
Parks & Recreation Director

RESOLUTION NO. 2024-

**RESOLUTION ACCEPTING THE MIDWAY PARK RESTROOM CONSTRUCTION
PROJECT**

WHEREAS, on the 1st day of May, 2023, the City of Ankeny, Iowa entered into a contract with Romtec Companies of Roseburg, OR, for the construction of certain public improvements generally described as construction of the Midway Park Restroom Construction project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of City Staff filed with the Clerk on March 4, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the report of City Staff be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$279,370.78 as shown in the report of the Engineer.

DATED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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** 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.

EXECUTIVE SUMMARY:

Construction on the NE 36th Street Reconstruction Project: I-35 to NE Fourmile Drive has been completed and the work was accepted by resolution of the Council on February 19, 2024. Council also approved the ordering of preparation of final plat and schedule of assessments on February 19, 2024. The final plat and schedule of assessments is now complete and ready for adoption by Council.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the resolution adopting and levying final schedule of assessments.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Final Assessment Plat and Schedule
 Resolution
 Notice of Filing

FINAL ASSESSMENT PLAT & SCHEDULE

FOR

NE 36TH STREET RECONSTRUCTION
I-35 TO NE FOUR MILE DRIVE

CITY OF ANKENY, IA

FEBRUARY 26, 2024

Prepared for:



Prepared by:



FINAL ASSESSMENT PLAT & SCHEDULE

FOR

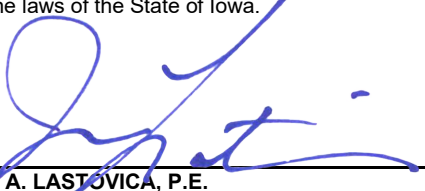
NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

CITY OF ANKENY, IA

FEBRUARY 26, 2024

Prepared by:

HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA 50131
Project No. 210360

	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.  _____ JASON A. LASTOVICA, P.E. License No. 19543 My renewal date is December 31, 2024 Pages or sheets covered by this seal: ALL Date: <u>2/26/2024</u>
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ASSESSMENT BENEFIT AREA AND METHODOLOGY

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

This improvement project involves construction on NE 36th Street commencing just east of Interstate 35 (I-35) and proceeding east approximately 2,000 feet to the NE Four Mile Drive intersection. The improvement project includes construction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also includes construction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

The improvements on NE 36th Street, NE Four Mile Drive, and NE 110th Avenue include grading, subgrade preparation, modified subbase, storm sewer, longitudinal subdrain, sanitary sewer, water main, PCC paving with curb and gutter, turn lanes, medians, sidewalk, erosion control, seeding, and street lighting. Refer to the Final Project Costs on pages 10 through 13.

The total project costs include construction of those items listed above plus engineering, surveying, construction administration and observation, bond counsel fees and expenses, as well as assessment document preparation and assistance.

METHOD OF ASSESSMENT AND BENEFITS

The assessable portion of the project is based on the construction of 100% of the roadway improvements on NE 36th Street from the west limits of the project to Station 95+46.95, just east of NE Spectrum Drive and designated as Area "A"; plus 50% of the roadway improvements on NE 36th Street from Station 95+46.95 to Station 105+22.12, the western edge of NE Four Mile Drive and designated as Area "B"; plus 25% of the roadway improvements on NE Four Mile Drive and designated as Area "C". Construction of the improvements on Polk County NE 110th Avenue, from Station 105+63.27, the eastern edge of NE Four Mile Drive, to Station 110+00.00 are not included in the assessable portion of the project.

The assessable roadway improvements within Area "A" are within a proposed right-of-way width varying from west to east at a maximum of 200 feet to a minimum of 131 feet. NE 36th Street right-of-way for Area "B" is a typical width of 131 feet from NE Spectrum Drive to a variable width transition from Station 99+70.54 to Station 101+20.54. The right-of-way is a typical width of 119 feet from Station 101+20.54 to NE Four Mile Drive. The typical right-of-way width for NE Four Mile Drive within Area "C" is 100 feet north of NE 36th Street and 66 feet south of NE 36th Street.

The improvements in Area “A” are being assessed at 100% because the improvements are needed to accommodate current traffic needs associated with an approved commercial development project. The improvements in Area “A” support the traffic capacity, safety, and operational needs of current development in that area. The properties within the assessment district will benefit from this development and the corresponding improvements to NE 36th Street within Area “A”.

The improvements in Area “B” are being assessed at 50% because some of the improvements are intended to accommodate future traffic needs associated with future development in the area, rather than current needs. 50% of the costs of these improvements are allocated as general benefits to the community at large and are not being assessed to the properties within the assessment district boundary.

The improvements in Area “C” are being assessed at 25% because NE Four Mile Drive improvements only provide a partial benefit to the properties within the assessment district boundary. 75% of the costs of these improvements are allocated as general benefits to the community at large and are not being assessed to the properties within the assessment district boundary.

The assessable roadway improvement items include excavation, PCC street pavement, modified subbase immediately below the pavement plus three feet to each side, subgrade preparation immediately below the modified subbase, and longitudinal subdrains. It also includes sidewalks, driveways, erosion control, seeding, street lighting, and pavement markings.

The Assessable Project Costs include construction of these items plus assessment plats and schedule preparation, engineering, surveying, construction plans and observation, bond counsel fees and expenses and publication expenses.

All properties within the City limits that are adjacent to the improvements, to a distance of the lesser of 300 feet from the improvements or half the distance to the next street, receive a special benefit. Public right-of-way is excluded from the assessable property, as it has been established for the common good of all.

Benefits the properties will receive include, but are not limited to, the increased value of the property due to the properties’ proximity to the project, improved traffic mobility, improved traffic safety, improved traffic access, improved emergency vehicle access, improved street lighting, improved pedestrian and bicycle access, improved utility corridor access, and improved drainage through the construction of storm sewers, curbs and gutters to convey storm water run-off. The driveway assessment is based on the area, in square yards, of PCC driveway that is being constructed to serve each individual parcel that has an existing driveway.

The total assessable costs are spread among the properties on the basis of the special benefits conferred on those properties by the improvements. The benefit received by each property, and the subsequent assessment cost that is spread to the properties, is based on a pro-rated share of the total assessable costs of the improvements. Said pro-rated amount is determined based on a benefit / point method, which is based on the Flint Formula. The points are established as assessment distribution units with the percentage of the assessment per square foot of the property decreasing in 50 foot increments to a maximum depth of 300 feet. The assessment will be spread throughout the depth of the assessment district. The assessment distribution units for Parcel 8 and Parcel 9 are based on their frontage along NE 36th Street only. The following table describes the benefit point method.

City of Ankeny – Assessment Benefit / Point Method	
From 0' to 50'	One point per square foot
From 50' to 100'	Declines to 0.5 points per square foot
From 100' to 150'	Declines to 0.25 points per square foot
From 150' to 200'	Declines to 0.125 points per square foot
From 200' to 250'	Declines to 0.0625 points per square foot
From 250' to 300'	Declines to 0.03125 points per square foot

The final assessment is equal to the lesser of the parcel assessment or 25% of the City Council valuation of the property. The Council valuation of the properties is based on the total property valuation as determined by the appraisal reports ordered by the City. If the total assessment cost exceeds the 25% limit, the deficient amount is initially absorbed by the City. In accordance with Iowa Code Section 384.63, if a private improvement is constructed on the lot during the period of amortization, the Council may assess a pro rata portion of the deficiency to the lot.

Pursuant to Iowa Code Section 384.62 (1), the final assessment against any lot cannot exceed the amount of the assessment, including the conditional deficiency assessment, as shown on the original plat and schedule adopted by the council.

DESCRIPTION OF ASSESSMENT AREA

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

ASSESSMENT AREA BOUNDARY DESCRIPTION

THOSE PARTS OF LOTS 2 & 3, STREET LOTS C, D, & H, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A", ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM 36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS

WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.

Assessable Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 26, 2024

Item No.	SUDAS Number	Item	Unit	Unit Price	Assessable Quantities & Price	
					Quantity	Total Price
	DIVISION 2	EARTHWORK				\$ 470,693.85
2.01	2010-C	Clearing and Grubbing	LS	\$ 8,000.00	0.65	\$ 5,200.00
2.02	2010-D-1	Topsoil, On-Site	CY	\$ 10.00	2261.50	\$ 22,615.00
2.03	2010-D-3	Topsoil, Off-Site	CY	\$ 15.00	536.25	\$ 8,043.75
2.04	2010-E	Excavation, Class 10, Import	CY	\$ 8.00	2441.00	\$ 19,528.00
2.05	2010-E	Excavation, Class 10, Roadway and Borrow	CY	\$ 8.00	11416.10	\$ 91,328.80
2.06	2010-G	Subgrade Preparation, 6"	SY	\$ 1.50	15247.50	\$ 22,871.25
2.07	2010-G	Subgrade Preparation, 9"	SY	\$ 3.00	2945.75	\$ 8,837.25
2.08	2010-J	Subbase, Modified, 6"	SY	\$ 12.00	23939.15	\$ 287,269.80
2.13	2010-M	Compaction Testing	LS	\$ 10,000.00	0.50	\$ 5,000.00
2.14	2010-999-A	Below Grade Excavation (Core Out)	CY	\$ 8.00	0.00	\$ -
	DIVISION 4	SEWERS AND DRAINS				\$ 105,887.75
4.17	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	\$ 30.00	3107.00	\$ 93,210.00
4.18	4040-C	Subdrain Cleanout, Type B, 24"	EA	\$ 3,000.00	2.00	\$ 6,000.00
4.19	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	\$ 540.00	2.50	\$ 1,350.00
4.20	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	\$ 211.00	25.25	\$ 5,327.75
	DIVISION 7	STREETS AND RELATED WORK				\$ 1,271,133.25
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	\$ 90.00	12883.25	\$ 1,159,492.50
7.02	7010-E	Curb and Gutter, 3.0', 9", Wide	LF	\$ 43.00	227.00	\$ 9,761.00
7.03	7010-G	Concrete Median, 6"	SY	\$ 74.00	184.50	\$ 13,653.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	\$ 35.00	46.05	\$ 1,611.75
7.07	7030-E	Sidewalk, PCC, 4"	SY	\$ 57.00	483.70	\$ 27,570.90
7.08	7030-E	Sidewalk, PCC, 5"	SY	\$ 63.00	299.70	\$ 18,881.10
7.09	7030-E	Sidewalk, PCC, 6"	SY	\$ 84.00	111.50	\$ 9,366.00
7.10	7030-G	Detectable Warning, Cast Iron	SF	\$ 65.00	181.00	\$ 11,765.00
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	\$ 78.00	244.00	\$ 19,032.00
	DIVISION 8	TRAFFIC CONTROL				\$ 55,149.50
8.18	8020-C	Painted Pavement Markings, Durable	STA	\$ 100.00	70.25	\$ 7,025.00
8.19	8020-G	Painted Symbols and Legends, Durable	EA	\$ 325.00	12.75	\$ 4,143.75
8.20	8020-J	Raised Pavement Markers	EA	\$ 9.50	126.00	\$ 1,197.00
8.21	8020-M	Grooves Cut for Pavement Markings	STA	\$ 85.00	64.00	\$ 5,440.00
8.22	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 125.00	12.75	\$ 1,593.75
8.23	8030-A	Temporary Traffic Control	LS	\$ 55,000.00	0.65	\$ 35,750.00
	DIVISION 9	SITE WORK AND LANDSCAPING				\$ 48,941.50
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	\$ 500.00	1.00	\$ 500.00
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 2,500.00	3.32	\$ 8,300.00
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 3,800.00	10.31	\$ 39,159.00
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	\$ 2.00	175.00	\$ 350.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	\$ 4.00	0.00	\$ -
9.06	9040-D-2	Filter Sock, Removal	LF	\$ 0.40	0.00	\$ -
9.10	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	\$ 2.00	16.25	\$ 32.50
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	\$ 0.10	0.00	\$ -
9.13	9040-Q-1	Erosion Control Mulching, Conventional	AC	\$ 600.00	1.00	\$ 600.00
	DIVISION 11	MISCELLANEOUS				\$ 306,000.00
11.01	11020-A	Mobilization	LS	\$ 500,000.00	0.60	\$ 300,000.00
11.03	11050-A	Concrete Washout	LS	\$ 10,000.00	0.60	\$ 6,000.00
		CHANGE ORDERS				\$ 16,489.00
2.17	2010	CO 01 - Subgrade Stabilization Material, Polymer Grid	SY	\$ 5.50	2998.00	\$ 16,489.00
Total Construction Costs =						\$ 2,274,294.85
DRIVEWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS =						\$ 19,032.00
Roadway Improvements Construction Costs =						\$ 2,255,262.85
Professional Services =						\$ 393,581.00
Bond Counsel Fees and Expenses and Publication Expenses =						\$ 12,500.00
Assessment Documentation Preparation and Assistance =						\$ 45,000.00
Street Lighting Costs =						\$ 166,854.13
Total Project Costs =						\$ 2,892,229.98
ROADWAY IMPROVEMENTS: TOTAL ASSESSABLE COSTS =						\$ 2,873,197.98
TOTAL FINAL ASSESSABLE COSTS =						\$ 2,892,229.98
(1) Total Preliminary Assessable Costs =						\$ 2,642,324.04
(2) Total Preliminary Assessment =						\$ 2,322,743.01
(3) Total Final Assessment =						\$ 2,322,743.01

(1) Total Preliminary Assessable Costs are equal to the value indicated in the February 14, 2022 Preliminary Assessable Project Costs.

(2) Total Preliminary Assessment is equal to the value indicated in the February 14, 2022 Preliminary Assessment Schedule.

(3) Total Final Assessment is equal to a value no greater than the Total Preliminary Assessment. See the Final Assessment Schedule on page 9 of 16.

FINAL ASSESSMENT SCHEDULE
NE 36TH STREET RECONSTRUCTION
I-35 TO NE FOUR MILE DRIVE
ANKENY, IA
FEBRUARY 26, 2024

PARCEL NO.	POLK COUNTY PARCEL ID	OWNER(S) OF RECORDS	MAILING ADDRESS OF TITLE HOLDER	LEGAL DESCRIPTION	ZONE	CLASS	PARCEL AREA (SF)	PARCEL VALUATION	PARCEL FRONTAGE (LF)	PCC DRIVEWAY (SY)	DRIVEWAY IMPROVEMENTS ASSESSABLE COSTS	% COSTS OF ROADWAY IMPROVEMENTS FROM DISTRIBUTION OF POINTS (1)	ROADWAY IMPROVEMENTS ASSESSABLE COSTS (2)	FINAL ASSESSABLE COSTS (3)	25% OF PARCEL VALUATION	DEFICIENCY (4)	PRELIMINARY DEFICIENCY (5)	FINAL DEFICIENCY (6)	PRELIMINARY ASSESSMENT (7)	FINAL ASSESSMENT (8)	% OF TOTAL PROJECT COSTS (9)	NOTES
1 ***	181/00200-903-009	THRESHOLD DEVELOPMENT LLC	THRESHOLD DEVELOPMENT LLC 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	223,682	\$ 648,677.80	408.74		\$ -	11.47%	\$ 329,628.63	\$ 329,628.63	\$ 162,169.45	\$ 167,459.18	\$ 137,446.79	\$ 137,446.79	\$ 162,169.45	\$ 162,169.45	2.29%	(A) (B) (C)
2	181/00001-002-134	DRA PROPERTIES LC	DRA PROPERTIES LC 1525 NE 36TH ST ANKENY, IA 50021	SEE EXHIBIT A	PUD	AG	1,908,138	\$ 10,113,131.40	303.97	71	\$ 5,538.00	8.83%	\$ 253,781.98	\$ 259,319.98	\$ 2,528,282.85	\$ -	\$ -	\$ -	\$ 236,485.36	\$ 236,485.36	3.34%	(A)
3 ***	181/00001-002-151	TODD'S FLYING SERVICE INC	DAVID A MORSE 505 5TH AVE STE 1010 DES MOINES, IA 50309-2315	SEE EXHIBIT A	PUD	COM	79,232	\$ 792,320.00	347.43	66	\$ 5,148.00	9.27%	\$ 266,407.20	\$ 271,555.20	\$ 198,080.00	\$ 73,475.20	\$ 50,021.06	\$ 50,021.06	\$ 198,080.00	\$ 198,080.00	2.80%	(B)
4	181/00001-002-124	TODD'S FLYING SERVICE INC	DAVID A MORSE 505 5TH AVE STE 1010 DES MOINES, IA 50309-2315	SEE EXHIBIT A	PUD	COM	348,436	\$ 2,611,840.00	503.00		\$ -	0.42%	\$ 12,086.02	\$ 12,086.02	\$ 652,960.00	\$ -	\$ -	\$ -	\$ 10,985.59	\$ 10,985.59	0.16%	
5 ***	181/00001-002-160	EDNA M TODD	EDNA M TODD 2225 NE 36TH ST ANKENY, IA 50021-6859	SEE EXHIBIT A	PUD	RES	34,934	\$ 384,274.00	155.57		\$ -	4.14%	\$ 119,074.18	\$ 119,074.18	\$ 96,068.50	\$ 23,005.68	\$ 22,384.09	\$ 22,384.09	\$ 96,068.50	\$ 96,068.50	1.36%	(B)
6A ***	181/00200-903-022	THRESHOLD DEVELOPMENT LLC	THRESHOLD DEVELOPMENT LLC 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	COM	77,782	\$ 9,648.50	325.95		\$ -	0.18%	\$ 5,238.22	\$ 5,238.22	\$ 2,412.12	\$ 2,826.09	\$ 2,346.13	\$ 2,346.13	\$ 2,412.12	\$ 2,412.12	0.03%	(B) (C) (D)
6B ***	181/00200-903-023	36 SPECTRUM LLC	36 SPECTRUM LLC 16672 VERONA HILLS DR CLIVE, IA 50325-2612	SEE EXHIBIT A	PUD	COM	77,826	\$ 441,614.70	325.95		\$ -	8.34%	\$ 239,754.93	\$ 239,754.93	\$ 110,403.68	\$ 129,351.26	\$ 107,382.96	\$ 107,382.96	\$ 110,403.68	\$ 110,403.68	1.56%	(B) (C) (D)
7 ***	181/00001-002-156	OTTER CREEK LAND & CATTLE LC	OTTER CREEK LAND & CATTLE LC 103 LYNWOOD DR HUXLEY, IA 50124-9401	SEE EXHIBIT A	PUD	AG	2,139,067	\$ 10,909,241.70	501.91	5	\$ 390.00	13.81%	\$ 396,741.15	\$ 397,131.15	\$ 2,727,310.43	\$ -	\$ -	\$ -	\$ 360,618.23	\$ 360,618.23	5.09%	(A)
8 ***	181/00200-903-011	THRESHOLD DEVELOPMENT LLC	THRESHOLD DEVELOPMENT LLC 7049 VISTA DR WEST DES MOINES, IA 50266-9311	SEE EXHIBIT A	PUD	AG	1,828,746	\$ 5,303,363.40	1003.20	102	\$ 7,956.00	27.06%	\$ 777,395.05	\$ 785,351.05	\$ 1,325,840.85	\$ -	\$ -	\$ -	\$ 715,503.93	\$ 715,503.93	10.10%	(A) (C)
9 ***	181/00001-002-150	NDA FARMS LLC	NDA FARMS LLC 2296 W 138TH ST N COLFAX, IA 50054-7656	SEE EXHIBIT A	PUD	AG	1,420,206	\$ 7,243,050.60	610.46		\$ -	16.47%	\$ 473,090.62	\$ 473,090.62	\$ 1,810,762.65	\$ -	\$ -	\$ -	\$ 430,016.15	\$ 430,016.15	6.07%	(A)
TOTALS										244	\$ 19,032.00	100.00%	\$ 2,873,197.98	\$ 2,892,229.98		\$ 396,117.41	\$ 319,581.03	\$ 319,581.03	\$ 2,322,743.01	\$ 2,322,743.01	32.79%	(E)

(1) % COSTS OF ROADWAY IMPROVEMENTS = PARCEL ASSESSMENT POINTS / TOTAL PARCEL ASSESSMENT POINTS

(2) ROADWAY IMPROVEMENTS ASSESSABLE COSTS = % COSTS OF ROADWAY IMPROVEMENTS X TOTAL ROADWAY IMPROVEMENTS ASSESSABLE COSTS

(3) FINAL ASSESSABLE COSTS = DRIVEWAY IMPROVEMENTS ASSESSABLE COSTS + ROADWAY IMPROVEMENTS ASSESSABLE COSTS

(4) DEFICIENCY = FINAL ASSESSABLE COSTS - 25% OF PARCEL VALUATION

(5) PRELIMINARY DEFICIENCY = DEFICIENCY VALUE FROM FEBRUARY 14, 2022 PRELIMINARY ASSESSMENT SCHEDULE

(6) FINAL DEFICIENCY = LESSER VALUE OF DEFICIENCY OR PRELIMINARY DEFICIENCY

(7) PRELIMINARY ASSESSMENT = ASSESSMENT VALUE FROM FEBRUARY 14, 2022 PRELIMINARY ASSESSMENT SCHEDULE

(8) FINAL ASSESSMENT = LESSER VALUE OF FINAL ASSESSABLE COSTS - FINAL DEFICIENCY OR PRELIMINARY ASSESSMENT

(9) % OF TOTAL PROJECT COSTS = FINAL ASSESSMENT / TOTAL PROJECT COSTS

TOTAL PROJECT COSTS \$ 7,084,026.66

TOTAL AMOUNT OF PROJECT ASSESSMENT FUNDING \$ 2,322,743.01

TOTAL PERCENTAGE OF ASSESSMENT FUNDING 32.79%

TOTAL AMOUNT OF CITY FUNDING \$ 4,761,283.65

TOTAL PERCENTAGE OF CITY FUNDING 67.21%

*** IN THE PRELIMINARY ASSESSMENT PLAT AND SCHEDULE, MULTIPLE PARCELS HAD DIFFERENT PARCEL ID'S AS LISTED BELOW.

1 8023-06-451-002

3 181/00001-002-125

5 181/00001-002-122

6 8023-06-477-001, 8023-06-477-002

7 181/00001-002-123

8 8023-06-476-002

9 181/00001-002-121

(A) PARCELS CLASSIFIED AS "AG" BY POLK COUNTY ASSESSOR MAY REQUEST AGRICULTURAL DEFERRAL OF ASSESSMENT, MEANING THAT ANNUAL SPECIAL ASSESSMENT PAYMENTS DO NOT NEED TO BE MADE UNLESS AND UNTIL THE PROPERTY IS DEVELOPED. CHANGE OF CLASSIFICATION OF USE FROM "AG" WOULD ALLOW ASSESSMENT RECOVERY OVER THE REMAINDER OF THE LIFE OF THE ASSESSMENT DISTRICT.

(B) WHEN A PRIVATE IMPROVEMENT IS CONSTRUCTED ON A LOT SUBJECT TO A DEFICIENCY, DURING THE PERIOD OF AMORTIZATION, THE CITY COUNCIL SHALL, BY RESOLUTION, ASSESS A PRO RATA PORTION OF THE DEFICIENCY ON THAT LOT, IN THE SAME PROPORTION TO THE TOTAL DEFICIENCY ON THAT LOT AS THE NUMBER OF FUTURE INSTALLMENTS OF SPECIAL ASSESSMENT REMAINING TO BE PAID IS TO THE TOTAL NUMBER OF INSTALLMENTS OF ASSESSMENTS FOR THE PROJECT, SUBJECT TO THE TWENTY-FIVE PERCENT LIMITATION OF IOWA CODE SECTION 384.62.

(C) PARCEL WAS PLATTED IN JANUARY 2022 WITH SPECTRUM 36 PLAT 1. ONLY A GEOPARCEL NUMBER WAS AVAILABLE AT THAT TIME AND INDICATED IN THE PRELIMINARY ASSESSMENT PLAT AND SCHEDULE. THE CURRENT DISTRICT PARCEL NUMBER IS USED IN THIS FINAL ASSESSMENT PLAT AND SCHEDULE.

(D) PARCEL 6 IN THE PRELIMINARY ASSESSMENT PLAT AND SCHEDULE HAS BEEN SUBDIVIDED. PARCEL 6A AND PARCEL 6B ARE NOW PART OF THIS ORIGINAL PARCEL 6. THE SUM OF PARCEL 6A AND PARCEL 6B PARCEL VALUATIONS EQUAL THE ORIGINAL PARCEL 6 VALUATION FROM THE FEBRUARY 14, 2022 PRELIMINARY ASSESSMENT SCHEDULE. PARCEL VALUATIONS, PRELIMINARY DEFICIENCY, PRELIMINARY ASSESSMENT, AND FINAL ASSESSMENT VALUES ARE PROPORTIONAL VALUES BASED ON THE INDIVIDUAL FINAL ASSESSABLE COSTS FOR PARCEL 6A AND PARCEL 6B DIVIDED BY THE SUM OF FINAL ASSESSABLE COSTS FOR PARCEL 6A AND PARCEL 6B.

(E) CALCULATED TOTALS MAY INCLUDE ROUNDED VALUES WITHIN ACCEPTABLE TOLERANCES.

Final Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 26, 2024

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 2	EARTHWORK				\$ 470,693.85		\$ 298,640.25		\$ 769,334.10
2.01	2010-C	Clearing and Grubbing	LS	\$ 8,000.00	0.65	\$ 5,200.00	0.35	\$ 2,800.00	1.00	\$ 8,000.00
2.02	2010-D-1	Topsoil, On-Site	CY	\$ 10.00	2261.50	\$ 22,615.00	1315.50	\$ 13,155.00	3577.00	\$ 35,770.00
2.03	2010-D-3	Topsoil, Off-Site	CY	\$ 15.00	536.25	\$ 8,043.75	1112.75	\$ 16,691.25	1649.00	\$ 24,735.00
2.04	2010-E	Excavation, Class 10, Import	CY	\$ 8.00	2441.00	\$ 19,528.00	5767.00	\$ 46,136.00	8208.00	\$ 65,664.00
2.05	2010-E	Excavation, Class 10, Roadway and Borrow	CY	\$ 8.00	11416.10	\$ 91,328.80	3129.70	\$ 25,037.60	14545.80	\$ 116,366.40
2.06	2010-G	Subgrade Preparation, 6"	SY	\$ 1.50	15247.50	\$ 22,871.25	2321.50	\$ 3,482.25	17569.00	\$ 26,353.50
2.07	2010-G	Subgrade Preparation, 9"	SY	\$ 3.00	2945.75	\$ 8,837.25	7542.25	\$ 22,626.75	10488.00	\$ 31,464.00
2.08	2010-J	Subbase, Modified, 6"	SY	\$ 12.00	23939.15	\$ 287,269.80	11287.45	\$ 135,449.40	35226.60	\$ 422,719.20
2.09	2010-J	Subbase, Modified, Asphalt Millings, 3"	SY	\$ 9.00	0.00	\$ -	513.00	\$ 4,617.00	513.00	\$ 4,617.00
2.10	2010-K-1	Removal of Structure, Concrete Footing of Highway Sign	EA	\$ 1,000.00	0.00	\$ -	6.00	\$ 6,000.00	6.00	\$ 6,000.00
2.11	2010-K-2-c	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	\$ 21.00	0.00	\$ -	252.00	\$ 5,292.00	252.00	\$ 5,292.00
2.12	2010-K-3-a	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	\$ 15.00	0.00	\$ -	663.00	\$ 9,945.00	663.00	\$ 9,945.00
2.13	2010-M	Compaction Testing	LS	\$ 10,000.00	0.50	\$ 5,000.00	0.50	\$ 5,000.00	1.00	\$ 10,000.00
2.14	2010-999-A	Below Grade Excavation (Core Out)	CY	\$ 8.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
2.15	2999-A	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	\$ 35.00	0.00	\$ -	68.80	\$ 2,408.00	68.80	\$ 2,408.00
2.16	2999-B	Locating and Repairing Field Tile	STA	\$ 2,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
	DIVISION 3	TRENCH EXCAVATION AND BACKFILL				\$ -		\$ 10,000.00		\$ 10,000.00
3.01	3010-F	Trench Compaction Testing	LS	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00
	DIVISION 4	SEWERS AND DRAINS				\$ 105,887.75		\$ 590,692.25		\$ 696,580.00
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	\$ 130.00	0.00	\$ -	161.00	\$ 20,930.00	161.00	\$ 20,930.00
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	\$ 94.00	0.00	\$ -	679.00	\$ 63,826.00	679.00	\$ 63,826.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	\$ 96.00	0.00	\$ -	696.00	\$ 66,816.00	696.00	\$ 66,816.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	\$ 121.00	0.00	\$ -	225.00	\$ 27,225.00	225.00	\$ 27,225.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	\$ 158.00	0.00	\$ -	216.00	\$ 34,128.00	216.00	\$ 34,128.00
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	\$ 200.00	0.00	\$ -	763.00	\$ 152,600.00	763.00	\$ 152,600.00
4.07	4020-D	Removal of Storm Sewer, RCP, 15" Dia.	LF	\$ 32.00	0.00	\$ -	528.00	\$ 16,896.00	528.00	\$ 16,896.00
4.08	4030-A-1	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	\$ 146.00	0.00	\$ -	166.00	\$ 24,236.00	166.00	\$ 24,236.00
4.09	4030-A-1	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	\$ 271.00	0.00	\$ -	188.00	\$ 50,948.00	188.00	\$ 50,948.00
4.10	4030-B	Pipe Apron, RCP, 24" Dia.	EA	\$ 2,700.00	0.00	\$ -	4.00	\$ 10,800.00	4.00	\$ 10,800.00
4.11	4030-B	Pipe Apron, RCP, 36" Dia.	EA	\$ 4,500.00	0.00	\$ -	1.00	\$ 4,500.00	1.00	\$ 4,500.00
4.12	4030-B	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	\$ 4,700.00	0.00	\$ -	4.00	\$ 18,800.00	4.00	\$ 18,800.00
4.13	4030-C	Footing for Concrete Apron, RCP, 24" Dia.	EA	\$ 715.00	0.00	\$ -	4.00	\$ 2,860.00	4.00	\$ 2,860.00
4.14	4030-C	Footing for Concrete Apron, RCP, 36" Dia.	EA	\$ 715.00	0.00	\$ -	1.00	\$ 715.00	1.00	\$ 715.00
4.15	4030-C	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	\$ 715.00	0.00	\$ -	4.00	\$ 2,860.00	4.00	\$ 2,860.00
4.16	4030-D	Pipe Apron Guard	EA	\$ 3,400.00	0.00	\$ -	7.00	\$ 23,800.00	7.00	\$ 23,800.00
4.17	4040-A	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	\$ 30.00	3107.00	\$ 93,210.00	2017.00	\$ 60,510.00	5124.00	\$ 153,720.00
4.18	4040-C	Subdrain Cleanout, Type B, 24"	EA	\$ 3,000.00	2.00	\$ 6,000.00	0.00	\$ -	2.00	\$ 6,000.00
4.19	4040-D	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	\$ 540.00	2.50	\$ 1,350.00	9.50	\$ 5,130.00	12.00	\$ 6,480.00
4.20	4040-D	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	\$ 211.00	25.25	\$ 5,327.75	14.75	\$ 3,112.25	40.00	\$ 8,440.00

Final Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
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Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 5	WATER MAINS AND APPURTENANCES				\$ -		\$ 52,323.00		\$ 52,323.00
5.01	5010-A-1	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	\$ 95.00	0.00	\$ -	120.00	\$ 11,400.00	120.00	\$ 11,400.00
5.02	5010-C-1	Fitting, DI MJ Solid Sleeve, 10"	EA	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00
5.03	5010-C-1	Fitting, DI MJ Reducer, 10" x 6"	EA	\$ 850.00	0.00	\$ -	1.00	\$ 850.00	1.00	\$ 850.00
5.04	5010-H	Water Main Removal, PVC, 3"	LF	\$ 15.00	0.00	\$ -	1270.00	\$ 19,050.00	1270.00	\$ 19,050.00
5.05	5020-C	Fire Hydrant Assembly	EA	\$ 8,000.00	0.00	\$ -	2.00	\$ 16,000.00	2.00	\$ 16,000.00
5.06	5020-F	Valve Box Adjustment (Minor)	EA	\$ 331.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
5.07	5020-J	Fire Hydrant Assembly Removal	EA	\$ 1,563.00	0.00	\$ -	1.00	\$ 1,563.00	1.00	\$ 1,563.00
5.08	5020-999-A	Flushing Device (Blowoff) Removal, 3"	EA	\$ 960.00	0.00	\$ -	1.00	\$ 960.00	1.00	\$ 960.00
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS				\$ -		\$ 288,930.00		\$ 288,930.00
6.01	6010-A	Manhole, SW-301, 48 inch	EA	\$ 12,000.00	0.00	\$ -	2.00	\$ 24,000.00	2.00	\$ 24,000.00
6.02	6010-A	Manhole, SW-401, 72 inch	EA	\$ 6,700.00	0.00	\$ -	1.00	\$ 6,700.00	1.00	\$ 6,700.00
6.03	6010-A	Manhole, SW-402, 4 ft. x 4 ft.	EA	\$ 12,000.00	0.00	\$ -	1.00	\$ 12,000.00	1.00	\$ 12,000.00
6.04	6010-B	Intake, SW-505 with SW-603 Type R Casting	EA	\$ 7,500.00	0.00	\$ -	9.00	\$ 67,500.00	9.00	\$ 67,500.00
6.05	6010-B	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	\$ 13,000.00	0.00	\$ -	11.00	\$ 143,000.00	11.00	\$ 143,000.00
6.06	6010-B	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	\$ 21,000.00	0.00	\$ -	1.00	\$ 21,000.00	1.00	\$ 21,000.00
6.07	6010-B	Intake, SW-512, 24 inch	EA	\$ 5,000.00	0.00	\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00
6.08	6010-G	Connection to Existing Intake	EA	\$ 5,200.00	0.00	\$ -	1.00	\$ 5,200.00	1.00	\$ 5,200.00
6.09	6010-H	Remove Intake, SW-506	EA	\$ 2,200.00	0.00	\$ -	1.00	\$ 2,200.00	1.00	\$ 2,200.00
6.10	6010-H	Remove Intake, SW-512	EA	\$ 1,600.00	0.00	\$ -	1.00	\$ 1,600.00	1.00	\$ 1,600.00
6.11	6010-H	Remove Intake, Field Tile	EA	\$ 730.00	0.00	\$ -	1.00	\$ 730.00	1.00	\$ 730.00
	DIVISION 7	STREETS AND RELATED WORK				\$ 1,271,133.25		\$ 888,180.15		\$ 2,159,313.40
7.01	7010-A	Pavement, PCC Class C-SUD, 9"	SY	\$ 90.00	12883.25	\$ 1,159,492.50	8093.75	\$ 728,437.50	20977.00	\$ 1,887,930.00
7.02	7010-E	Curb and Gutter, 3.0', 9", Wide	LF	\$ 43.00	227.00	\$ 9,761.00	0.00	\$ -	227.00	\$ 9,761.00
7.03	7010-G	Concrete Median, 6"	SY	\$ 74.00	184.50	\$ 13,653.00	56.50	\$ 4,181.00	241.00	\$ 17,834.00
7.04	7010-999-A	Granular Shoulder, Type A, 4"	TON	\$ 35.00	46.05	\$ 1,611.75	232.15	\$ 8,125.25	278.20	\$ 9,737.00
7.05	7030-A	Removal of Sidewalk	SY	\$ 10.00	0.00	\$ -	329.40	\$ 3,294.00	329.40	\$ 3,294.00
7.06	7030-A	Removal of Driveway	SY	\$ 10.00	0.00	\$ -	600.00	\$ 6,000.00	600.00	\$ 6,000.00
7.07	7030-E	Sidewalk, PCC, 4"	SY	\$ 57.00	483.70	\$ 27,570.90	32.80	\$ 1,869.60	516.50	\$ 29,440.50
7.08	7030-E	Sidewalk, PCC, 5"	SY	\$ 63.00	299.70	\$ 18,881.10	0.00	\$ -	299.70	\$ 18,881.10
7.09	7030-E	Sidewalk, PCC, 6"	SY	\$ 84.00	111.50	\$ 9,366.00	26.70	\$ 2,242.80	138.20	\$ 11,608.80
7.10	7030-G	Detectable Warning. Cast Iron	SF	\$ 65.00	181.00	\$ 11,765.00	0.00	\$ -	181.00	\$ 11,765.00
7.11	7030-H-1	Driveway, Paved, PCC, 7"	SY	\$ 78.00	244.00	\$ 19,032.00	295.00	\$ 23,010.00	539.00	\$ 42,042.00
7.12	7040-H	Pavement Removal	SY	\$ 10.00	0.00	\$ -	10875.00	\$ 108,750.00	10875.00	\$ 108,750.00
7.13	7040-I	Curb and Gutter Removal	LF	\$ 10.00	0.00	\$ -	227.00	\$ 2,270.00	227.00	\$ 2,270.00
	DIVISION 8	TRAFFIC CONTROL				\$ 55,149.50		\$ 440,715.50		\$ 495,865.00
8.01	8010-A	Traffic Signal, Spectrum Drive	LS	\$ 275,000.00	0.00	\$ -	1.00	\$ 275,000.00	1.00	\$ 275,000.00
8.02	8010-999-A	Removal of 36/SM/12MM Fiber Optic Cable	LF	\$ 1.50	0.00	\$ -	4000.00	\$ 6,000.00	4000.00	\$ 6,000.00
8.03	8010-999-B	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	\$ 2.00	0.00	\$ -	6300.00	\$ 12,600.00	6300.00	\$ 12,600.00
8.04	8010-999-C	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	\$ 2.00	0.00	\$ -	200.00	\$ 400.00	200.00	\$ 400.00
8.05	8010-999-D	Cable, Fiber Optic, Tracer 1c #10	LF	\$ 1.00	0.00	\$ -	2200.00	\$ 2,200.00	2200.00	\$ 2,200.00

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Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
8.06	8010-999-E	Cable, Fiber Optic, Pull Rope	LF	\$ 0.75	0.00	\$ -	2200.00	\$ 1,650.00	2200.00	\$ 1,650.00
8.07	8010-999-F	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	\$ 7.00	0.00	\$ -	3800.00	\$ 26,600.00	3800.00	\$ 26,600.00
8.08	8010-999-G	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	\$ 7.00	0.00	\$ -	1900.00	\$ 13,300.00	1900.00	\$ 13,300.00
8.09	8010-999-H	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	\$ 1,800.00	0.00	\$ -	5.00	\$ 9,000.00	5.00	\$ 9,000.00
8.10	8010-999-I	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	\$ 2,000.00	0.00	\$ -	2.00	\$ 4,000.00	2.00	\$ 4,000.00
8.11	8010-999-J	Handhole, Type 3 "TUB" 24" x 36"	EA	\$ 1,600.00	0.00	\$ -	4.00	\$ 6,400.00	4.00	\$ 6,400.00
8.12	8010-999-K	Handhole, Type 4 "TUB" 30" x 48"	EA	\$ 1,800.00	0.00	\$ -	3.00	\$ 5,400.00	3.00	\$ 5,400.00
8.13	8010-999-L	Splice Enclosure/Case	EA	\$ 500.00	0.00	\$ -	2.00	\$ 1,000.00	2.00	\$ 1,000.00
8.14	8010-999-M	Fiber Optic Splice	EA	\$ 55.00	0.00	\$ -	36.00	\$ 1,980.00	36.00	\$ 1,980.00
8.15	8010-999-N	Fiber Optic Termination	EA	\$ 55.00	0.00	\$ -	24.00	\$ 1,320.00	24.00	\$ 1,320.00
8.16	8010-999-O	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	\$ 215.00	0.00	\$ -	1.00	\$ 215.00	1.00	\$ 215.00
8.17	8010-999-P	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	\$ 585.00	0.00	\$ -	1.00	\$ 585.00	1.00	\$ 585.00
8.18	8020-C	Painted Pavement Markings, Durable	STA	\$ 100.00	70.25	\$ 7,025.00	79.75	\$ 7,975.00	150.00	\$ 15,000.00
8.19	8020-G	Painted Symbols and Legends, Durable	EA	\$ 325.00	12.75	\$ 4,143.75	8.25	\$ 2,681.25	21.00	\$ 6,825.00
8.20	8020-J	Raised Pavement Markers	EA	\$ 9.50	126.00	\$ 1,197.00	44.00	\$ 418.00	170.00	\$ 1,615.00
8.21	8020-M	Grooves Cut for Pavement Markings	STA	\$ 85.00	64.00	\$ 5,440.00	76.00	\$ 6,460.00	140.00	\$ 11,900.00
8.22	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 125.00	12.75	\$ 1,593.75	8.25	\$ 1,031.25	21.00	\$ 2,625.00
8.23	8030-A	Temporary Traffic Control	LS	\$ 55,000.00	0.65	\$ 35,750.00	0.35	\$ 19,250.00	1.00	\$ 55,000.00
8.24	8030-999-A	Portable Dynamic Message Sign (PDMS)	DAY	\$ 75.00	0.00	\$ -	104.00	\$ 7,800.00	104.00	\$ 7,800.00
8.25	8999-A	Removal of Type A Sign Assembly	EA	\$ 75.00	0.00	\$ -	10.00	\$ 750.00	10.00	\$ 750.00
8.26	8999-B	Install Type A Sign Assembly	EA	\$ 375.00	0.00	\$ -	26.00	\$ 9,750.00	26.00	\$ 9,750.00
8.27	8999-C	Removal and Reinstall Type B Sign Assembly	EA	\$ 1,750.00	0.00	\$ -	3.00	\$ 5,250.00	3.00	\$ 5,250.00
8.28	8999-D	PSSTP Anchor Triangular Slip-Base Assembly for Type B Sign Assembly	EA	\$ 475.00	0.00	\$ -	2.00	\$ 950.00	2.00	\$ 950.00
8.29	8999-E	Concrete Footing for Breakaway Type B Sign Post, 2'-8" Dia. x 7'-6"	EA	\$ 2,000.00	0.00	\$ -	4.00	\$ 8,000.00	4.00	\$ 8,000.00
8.30	8999-F	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	\$ 125.00	0.00	\$ -	22.00	\$ 2,750.00	22.00	\$ 2,750.00
	DIVISION 9	SITE WORK AND LANDSCAPING				\$ 48,941.50		\$ 58,411.00		\$ 107,352.50
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	\$ 500.00	1.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00
9.02	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	\$ 2,500.00	3.32	\$ 8,300.00	3.35	\$ 8,375.00	6.67	\$ 16,675.00
9.03	9010-B	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	\$ 3,800.00	10.31	\$ 39,159.00	8.42	\$ 31,977.00	18.72	\$ 71,136.00
9.04	9040-D-1	Filter Sock, 9" Dia.	LF	\$ 2.00	175.00	\$ 350.00	0.00	\$ -	175.00	\$ 350.00
9.05	9040-D-1	Filter Sock, 12" Dia.	LF	\$ 4.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.06	9040-D-2	Filter Sock, Removal	LF	\$ 0.40	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.07	9040-G-1	Check Dam, Rock	TON	\$ 75.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.08	9040-J-0	Rip Rap, Class E Revetment	TON	\$ 75.00	0.00	\$ -	90.00	\$ 6,750.00	90.00	\$ 6,750.00
9.09	9040-J-0	Rip Rap, Erosion Stone	TON	\$ 75.00	0.00	\$ -	22.82	\$ 1,711.50	22.82	\$ 1,711.50
9.10	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	\$ 2.00	16.25	\$ 32.50	48.75	\$ 97.50	65.00	\$ 130.00
9.11	9040-N-3	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	\$ 0.10	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.12	9040-O-1	Stabilized Construction Entrance	SY	\$ 10.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.13	9040-Q-1	Erosion Control Mulching, Conventional	AC	\$ 600.00	1.00	\$ 600.00	0.00	\$ -	1.00	\$ 600.00
9.14	9040-T-1	Inlet Protection Device, Drop-in	EA	\$ 200.00	0.00	\$ -	44.00	\$ 8,800.00	44.00	\$ 8,800.00
9.15	9040-T-1	Inlet Protection Device, Surface Applied	EA	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -
9.16	9040-T-2	Inlet Protection Device, Maintenance	EA	\$ 25.00	0.00	\$ -	28.00	\$ 700.00	28.00	\$ 700.00

Final Project Costs
NE 36th Street Reconstruction
I-35 to NE Four Mile Drive
Ankeny, IA
February 26, 2024

Item No.	SUDAS Number	Item	Unit	Unit Price	Division 1 Assessable Quantities & Price		Division 2 Non-Assessable Quantities & Price		Project Quantities & Price	
					Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
	DIVISION 10	DEMOLITION				\$ -		\$ 37,500.00		\$ 37,500.00
10.01	10010-A	Demolition of Building Structures	LS	\$ 37,500.00	0.00	\$ -	1.00	\$ 37,500.00	1.00	\$ 37,500.00
	DIVISION 11	MISCELLANEOUS				\$ 306,000.00		\$ 214,000.00		\$ 520,000.00
11.01	11020-A	Mobilization	LS	\$ 500,000.00	0.60	\$ 300,000.00	0.40	\$ 200,000.00	1.00	\$ 500,000.00
11.02	11030-A	Maintenance of Postal Service	LS	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00
11.03	11050-A	Concrete Washout	LS	\$ 10,000.00	0.60	\$ 6,000.00	0.40	\$ 4,000.00	1.00	\$ 10,000.00
		CHANGE ORDERS				\$ 16,489.00		\$ 392,035.53		\$ 408,524.53
2.17	2010	CO 01 - Subgrade Stabilization Material, Polymer Grid	SY	\$ 5.50	2998.00	\$ 16,489.00	0.00	\$ -	2998.00	\$ 16,489.00
2.18	2010	CO 03 - Tree Removal	EA	\$ 1.00	0.00	\$ -	6050.00	\$ 6,050.00	6050.00	\$ 6,050.00
2.19	2010	CO 07 - Excavation, Class 10, Waste	CY	\$ 16.50	0.00	\$ -	2081.00	\$ 34,336.50	2081.00	\$ 34,336.50
5.09	5010	CO 03 - Water Service Removal and Reconnect	LS	\$ 6,978.40	0.00	\$ -	1.00	\$ 6,978.40	1.00	\$ 6,978.40
7.14	7010	CO 04 - Temporary Pavement	SY	\$ 70.00	0.00	\$ -	502.60	\$ 35,182.00	502.60	\$ 35,182.00
8.31	8010	CO 03 - I-35 Ramp Signalization	LS	\$ 292,152.30	0.00	\$ -	1.00	\$ 292,152.30	1.00	\$ 292,152.30
8.32	8010	CO 04 - Bracket for PTZ Camera	LS	\$ 1,854.60	0.00	\$ -	1.00	\$ 1,854.60	1.00	\$ 1,854.60
8.33	8020	CO 04 - Painted Symbols and Legends, Temp	EA	\$ 137.50	0.00	\$ -	9.00	\$ 1,237.50	9.00	\$ 1,237.50
8.34	8020	CO 04 - Painted Pavement Markings, Temp	STA	\$ 46.75	0.00	\$ -	49.70	\$ 2,323.48	49.70	\$ 2,323.48
8.35	8030-A	CO 05 - (EWO) Traffic Control	EA	\$ 3,300.00	0.00	\$ -	1.00	\$ 3,300.00	1.00	\$ 3,300.00
8.36	8010-999	CO 07 - Remove and Reinstall Conduit and Handholes	EA	\$ 4,152.00	0.00	\$ -	1.00	\$ 4,152.00	1.00	\$ 4,152.00
11.04	SPECIAL	CO 02 - Telebelt for Concrete Placement	EA	\$ 4,468.75	0.00	\$ -	1.00	\$ 4,468.75	1.00	\$ 4,468.75

Total Construction Costs =	\$ 2,274,294.85	\$ 3,271,427.68	\$ 5,545,722.53
Professional Services =	\$ 393,581.00	\$ 546,819.00	\$ 940,400.00
Right-of-Way and Easement Acquisition Costs =	\$ -	\$ 373,550.00	\$ 373,550.00
Bond Counsel Fees and Expenses and Publication Expenses =	\$ 12,500.00	\$ -	\$ 12,500.00
Assessment Documentation Preparation and Assistance =	\$ 45,000.00	\$ -	\$ 45,000.00
Street Lighting Costs =	\$ 166,854.13	\$ -	\$ 166,854.13
Total Project Costs =	\$ 2,892,229.98	\$ 4,191,796.68	\$ 7,084,026.66

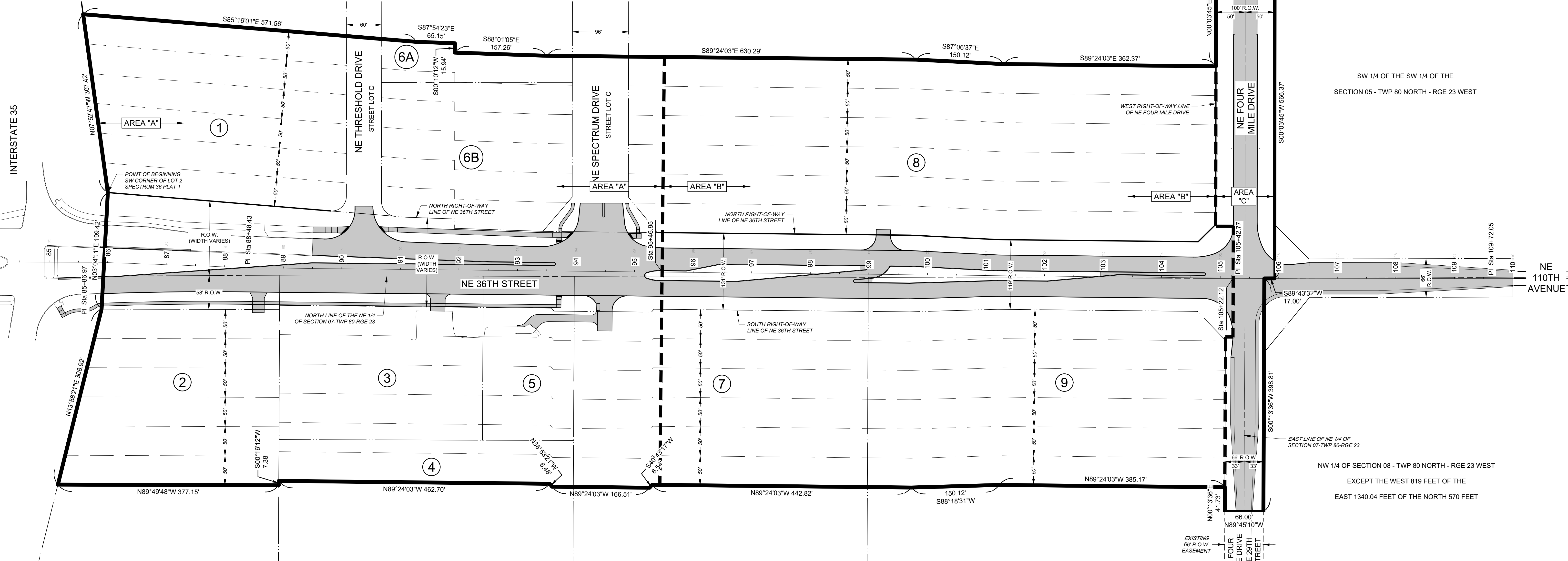
PARCEL NO.	POLK COUNTY PARCEL ID NO.	OWNER(S) OF RECORD	MAILING ADDRESS OF TITLE HOLDER	PARCEL LEGAL DESCRIPTION
1	181/00200-903-009	THRESHOLD DEVELOPMENT LLC	THRESHOLD DEVELOPMENT LLC 7049 VISTA DR WEST DES MOINES, IA 50266-9311	LOT 2 , SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 19053 PAGE 3)
2	181/00001-002-134	DRA PROPERTIES LC	DRA PROPERTIES LC 1525 NE 36TH ST ANKENY, IA 50021-6754	PART OF THE WEST 60 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT INTERSTATE 35 R.O.W. AND LEGALLY ESTABLISHED HIGHWAYS (WARRANTY DEED - BOOK 12240 PAGE 756)
3	181/00001-002-151	TODD'S FLYING SERVICE INC	DAVID A MORSE 505 5TH AVE STE 1010 DES MOINES, IA 50309-2315	THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 (QUIT CLAIM DEED - BOOK 14562 PAGE 750)
4	181/00001-002-124	TODD'S FLYING SERVICE INC	DAVID A MORSE 505 5TH AVE STE 1010 DES MOINES, IA 50309-2315	PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; EXCEPT THE NORTH 280 FEET OF SAID PARCEL A (COURT OFFICER DEED - BOOK 9069 PAGE 290)
5	181/00001-002-160	EDNA M TODD	EDNA M TODD 2225 NE 36TH ST ANKENY, IA 50021-6859	THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 (CHANGE OF TITLE - BOOK 8126 PAGE 445)
6A	181/00200-903-022	THRESHOLD DEVELOPMENT LLC	THRESHOLD DEVELOPMENT LLC 7049 VISTA DR WEST DES MOINES, IA 50266-9311	PARCEL 2023-64 BK 19447 PG 59 LOT 3, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 19473 PAGE 582)
6B	181/00200-903-023	36 SPECTRUM LLC	36 SPECTRUM LLC 16672 VERONA HILLS DR CLIVE, IA 50325-2612	PARCEL 2023-65 BK 19447 PG 59 LOT 3, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 19473 PAGE 582)
7	181/00001-002-156	OTTER CREEK LAND & CATTLE LC	OTTER CREEK LAND & CATTLE LC 103 LYNWOOD DR HUXLEY, IA 50124-9401	PART OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 AND EXCEPT THE EAST 39 ACRES OF SAID NE QUARTER OF SECTION 07 (WARRANTY DEED - BOOK 8400 PAGE 874)
8	181/00200-903-011	THRESHOLD DEVELOPMENT LLC	THRESHOLD DEVELOPMENT LLC 7049 VISTA DR WEST DES MOINES, IA 50266-9311	OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA (WARRANTY DEED - BOOK 19053 PAGE 3)
9	181/00001-002-150	NDA FARMS LLC	NDA FARMS LLC 2296 W 138TH ST N COLFAX, IA 50054-7656	PART OF THE EAST 39 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9310, PAGE 735 (WARRANTY DEED - BOOK 12945 PAGE 643)

DESCRIPTION OF ASSESSMENT AREA BOUNDARY

THOSE PARTS OF PARCELS 2023-64 & 2023-65 OF LOT 3, LOT 2, STREET LOTS C, D, & H, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A", ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM 36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16 MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF 65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01 MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF 204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING.

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.



NE 36TH STREET FINAL SPECIAL ASSESSMENT PLAT

EXHIBIT A

NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE ANKENY, IA

LEGAL DESCRIPTIONS OF PARCELS

PARCELS 1 & 8

LOT 2, AND OUTLOT T, SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA. (WARRANTY DEED - BOOK 17212 PAGE 84)

PARCEL 2

PART OF THE WEST 60 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT INTERSTATE 35 R.O.W. AND LEGALLY ESTABLISHED HIGHWAYS. (WARRANTY DEED - BOOK 12240 PAGE 756)

PARCEL 3

THE WEST 347.43 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848. (QUIT CLAIM DEED - BOOK 14562 PAGE 750)

PARCEL 4

PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848; EXCEPT THE NORTH 280 FEET OF SAID PARCEL A. (COURT OFFICER DEED - BOOK 9069 PAGE 290)

PARCEL 5

THE EAST 155.57 FEET OF THE NORTH 280 FEET OF PARCEL A OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848. (CHANGE OF TITLE - BOOK 8126 PAGE 445)

PARCEL 6A

PARCEL 2023-65 OF LOT 3, SPECTRUM PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19447 PAGE 59. (WARRANTY DEED – BOOK 19473 PAGE 582)

PARCEL 6B

PARCEL 2023-64 OF LOT 3, SPECTRUM PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19447 PAGE 59. (WARRANTY DEED – BOOK 19473 PAGE 582)

PARCEL 7

PART OF THE EAST 100 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL A, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7162, PAGE 848 AND EXCEPT THE EAST 39 ACRES OF SAID NE QUARTER OF SECTION 07. (WARRANTY DEED - BOOK 8400 PAGE 874)

PARCEL 9

PART OF THE EAST 39 ACRES OF THE NE QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA; EXCEPT PARCEL C, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 9310, PAGE 735. (WARRANTY DEED - BOOK 12945 PAGE 643)

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF FOR THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted as follows:

RESOLUTION

RESOLUTION ADOPTING AND LEVYING FINAL
SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE
PAYMENT THEREOF FOR THE NE 36TH STREET
RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, within the City, under contract with Absolute Concrete Construction of Slater, Iowa, which final plat and schedule was filed in the office of the Clerk on the 26th day of February, 2024; said assessments are hereby corrected by making the following changes and reductions:

<u>NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY</u>	<u>PROPOSED FINAL ASSESSMENT</u>	<u>PROPOSED FINAL CONDITIONAL DEFICIENCY, IF ANY</u>	<u>CORRECTED FINAL CONDITIONAL DEFICIENCY, IF ANY</u>
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BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of 2.71 percent per annum, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2024; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Polk County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Polk County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in a legal newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Ankeny, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Section 384.63, Code of Iowa, for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE OF FILING OF THE FINAL PLAT AND SCHEDULE
OF ASSESSMENTS AGAINST BENEFITED PROPERTIES FOR
THE CONSTRUCTION OF THE NE 36TH STREET
RECONSTRUCTION I-35 TO NE FOUR MILE DRIVE, WITHIN
THE CITY OF ANKENY, IOWA

TO THE PERSONS OWNING LAND LOCATED WITHIN THE DISTRICT
DESCRIBED AS THE NE 36TH STREET RECONSTRUCTION I-35 TO NE FOUR MILE
DRIVE, WITHIN THE CITY OF ANKENY, IOWA:

consisting of the properties which are described as follows:

THOSE PARTS OF LOTS 2 & 3, STREET LOTS C, D, & H, AND OUTLOT T,
SPECTRUM 36 PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF
ANKENY, POLK COUNTY, IOWA; AND THAT PART OF STREET LOT "A",
ALBAUGH ESTATES, AN OFFICIAL PLAT, LOCATED IN THE CITY OF
ANKENY, POLK COUNTY, IOWA; AND THAT PART OF THE SOUTHEAST
QUARTER OF SECTION 06, TOWNSHIP 80 NORTH, RANGE 23 WEST OF
THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY,
POLK COUNTY, IOWA; AND THAT PART OF THE NORTHEAST QUARTER
OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH
PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF ANKENY, POLK
COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SPECTRUM
36 PLAT 1; THENCE NORTH 07 DEGREES 52 MINUTES 47 SECONDS
WEST, A DISTANCE OF 307.42 FEET; THENCE SOUTH 85 DEGREES 16
MINUTES 01 SECOND EAST, A DISTANCE OF 571.56 FEET; THENCE
SOUTH 87 DEGREES 54 MINUTES 23 SECONDS EAST, A DISTANCE OF
65.15 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 12 SECONDS
WEST, A DISTANCE OF 15.94 FEET; THENCE SOUTH 88 DEGREES 01
MINUTE 05 SECONDS EAST, A DISTANCE OF 157.26 FEET; THENCE
SOUTH 89 DEGREES 24 MINUTES 03 SECONDS EAST, A DISTANCE OF
630.29 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 37 SECONDS
EAST, A DISTANCE OF 150.12 FEET; THENCE SOUTH 89 DEGREES 24
MINUTES 03 SECONDS EAST, A DISTANCE OF 362.37 FEET; THENCE
NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST, A DISTANCE OF
204.16 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 53 SECONDS
EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 00 DEGREES 03
MINUTES 45 SECONDS WEST, A DISTANCE OF 566.37 FEET; THENCE
SOUTH 89 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF
17.00 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 36 SECONDS
WEST, A DISTANCE OF 398.81 FEET; THENCE NORTH 89 DEGREES 45
MINUTES 10 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE
NORTH 00 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF
41.73 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS

WEST, A DISTANCE OF 385.17 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 150.12 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 442.82 FEET; THENCE SOUTH 40 DEGREES 43 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.54 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 166.51 FEET; THENCE NORTH 38 DEGREES 53 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 462.70 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.38 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 48 SECONDS WEST, A DISTANCE OF 377.15 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 308.92 FEET; THENCE NORTH 03 DEGREES 04 MINUTES 11 SECONDS EAST, A DISTANCE OF 199.42 FEET, TO THE POINT OF BEGINNING

CONTAINS 34.772 ACRES (1,514,686 SQ. FT.) MORE OR LESS.

The extent of the work completed on the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, is as follows:

The improvements on NE 36th Street, NE Four Mile Drive, and NE 110th Avenue included grading, subgrade preparation, modified subbase, storm sewer, longitudinal subdrain, sanitary sewer, water main, PCC paving with curb and gutter, turn lanes, medians, sidewalk, erosion control, seeding, and street lighting. Refer to the Final Project Costs on pages 11 through 14 of the Final Assessment Plat & Schedule.

The total project costs include construction of those items listed above plus engineering, surveying, construction administration and observation, bond counsel fees and expenses, as well as assessment document preparation and assistance.

This improvement project involved construction on NE 36th Street commencing just east of Interstate 35 (I-35) and proceeding east approximately 2,000 feet to the NE Four Mile Drive intersection. The improvement project included construction of NE Four Mile Drive from NE 36th Street north approximately 600 feet and from NE 36th Street south approximately 400 feet. The improvement project also included construction of Polk County NE 110th Avenue from the NE Four Mile Drive intersection east approximately 500 feet.

You are hereby notified that the final plat and schedule of assessments against benefited properties within the District described as the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, for the construction of street, storm sewer, sanitary sewer, water main, street lighting, sidewalk and other improvements, has been adopted and levied by the Council of the City of Ankeny, and that said plat and schedule of assessments has been certified to the County Treasurer of Polk County, Iowa. Assessments of \$500.00 or more are payable in ten equal annual installments, with interest on the unpaid balance, all as provided in Section 384.65, Code of Iowa.

Conditional deficiency assessments, if any, may be levied against the applicable property for the same period of years as the assessments are made payable.

You are further notified that assessments may be paid in full or in part without interest at the office of the City Clerk, at any time within thirty days after the date of the first publication of this notice of the filing of the final plat and schedule of assessments with the County Treasurer. Unless said assessments are paid in full within said thirty day period all unpaid assessments will draw annual interest computed at 2.71 percent (commencing on the date of acceptance of the work) computed to the December 1st next following the due dates of the respective installments. Each installment will be delinquent on September 30th following its due date on July 1st in each year. Property owners may elect to pay any annual installment semiannually in advance.

All properties located within the boundaries of the NE 36th Street Reconstruction I-35 to NE Four Mile Drive, above described have been assessed for the cost of the making of said improvements, the amount of each assessment and the amount of any conditional deficiency assessment having been set out in the schedule of assessments and plat accompanying the same, which are now on file in the office of the County Treasurer of Polk County, Iowa. For further information you are referred to said plat and schedule of assessments.

This notice is given at the direction of the Mayor pursuant to Code Section 384.60, Code of Iowa.

City Clerk, City of Ankeny, Iowa

Published on the 22nd and 29th days of March, 2024.

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ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street).

EXECUTIVE SUMMARY:

The NE Frisk Drive Resurfacing Project is included in the City of Ankeny's Annual Asphalt Street Resurfacing Program in the 2024 - 2028 Capital Improvements Program. The project involves a Hot Mix Asphalt (HMA) resurfacing of NE Frisk Drive from north of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street.)

Since 0.429-mile of this 0.919 mile project is a joint jurisdictional (border) street between Polk County and Ankeny, Polk County plans on completing the planning, design, administration, engineering and inspection of the proposed resurfacing on the street. Polk County has submitted an agreement to facilitate the cost sharing on the project. It is recommended that the City Council approve this agreement so that the project

can be designed and subsequently, constructed by Polk County during the 2024 construction season.

FISCAL IMPACT: No

The project is included in the City's Annual Asphalt Street Resurfacing Program in the 2024 - 2028 Capital Improvements Program with construction scheduled for 2024. Polk County will provide the planning, design, administration, engineering and inspection for the project without reimbursement by the City. The City's estimated cost share for the project's construction is approximately \$112,000. The actual construction costs and subsequent reimbursement payment to Polk County will be based on the actual quantities used and the contract unit prices.

CITY MANAGER'S RECOMMENDATIONS:

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

1. Consider motion to adopt Resolution to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street.)
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Cooperative Public Service Agreement

RESOLUTION 2024-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR COOPERATIVE PUBLIC SERVICE 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)

WHEREAS, the City of Ankeny deems it to be in the best interest of the residents of the City to enter into an agreement for Cooperative Public Service with Polk County, Iowa, for the purpose of sharing project costs related to the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street); and

WHEREAS, the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street) is included in the City of Ankeny's 2024 – 2028 Capital Improvements Program with construction scheduled for 2024, and this project is located on a joint jurisdictional (border) street of Ankeny, such that the cost for the resurfacing will require cost sharing between Polk County and the City of Ankeny; and

WHEREAS, the NE Frisk Drive Resurfacing Project: North of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street) is scheduled to be planned, designed, construction administered and engineered, and inspected by Polk County during the 2024 construction season pending approval of said agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with Polk County for Cooperative Public Service.

DATED at the City of Ankeny, Iowa, this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE
BETWEEN
POLK COUNTY, IOWA
AND
ANKENY, IOWA

THIS AGREEMENT is entered into by and between Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “County”, and the City of Ankeny, a municipal corporation within the County of Polk, State of Iowa, hereinafter referred to as the “City” for the 2024-25 Local HMA Resurfacing Project, hereinafter referred to as “Project”.

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of this Agreement is listed in Attachment A.
4. The duties of the County are listed in Attachment B.
5. The duties of the City are listed in Attachment C.
6. Attachment D is the estimated cost of the project.
7. Attachment E is a map of the project location.
8. The County shall be the lead agency for carrying out the terms of this agreement.
9. The County Public Works Department shall administer performance of this Agreement for the County.

10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the Agreement.
11. In the event of a breach by any entity of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

Polk County, Iowa

By: _____
Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

City of Ankeny

by: _____
Mayor

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between the County and the City for the Project consisting of the following:

1. Project includes construction of a 2.25-inch Hot Mix Asphalt (HMA) resurfacing of a joint jurisdiction roadway, NE Frisk Drive, from just north of NE 94th Avenue (E 1st Street) to NE 102nd Avenue (NE 18th Street). The project excludes the recently constructed approaches and bridge over Deer Creek. See attachment E for map of location.

ATTACHMENT B

Duties of the County

The County, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for the projects without reimbursement by the City. The County shall inform the City of the bid tabulations prior to entering into a contract with a successful bidder.

The labor, equipment, materials and traffic control required for construction of all the project improvements shall be completed by a third party contractor under contract with the County for the Project.

Upon completion of the project, the County shall prepare and forward a billing to the City for their share of the project costs. Final billing shall be based on actual quantities used at the contract unit prices.

ATTACHMENT C

Duties of the City

The City shall be responsible for a portion of the Project's construction costs. The costs noted in Attachment D are based on the final design's Opinion of Probable Construction Costs. The City's actual reimbursement to the County shall be based on actual quantities used at the contract unit prices for the cost of the labor, equipment, materials and HMA work in the City's jurisdiction.

The City shall promptly, upon receipt of the billing from the County, make payment directly to the County's contractor for their share of the costs as defined above. Work is expected to be completed in 2024. Payment will be due upon completion of the work and receipt of the billing, but not before July 1, 2024."

ATTACHMENT D

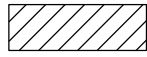
Cost Estimate

1. HMA Resurfacing of NW Frisk Drive

	Length (mi)	Cost Estimate
Total Length	0.919	\$238,940.00
Ankeny	0.429	\$111,540.00
Polk County	0.490	\$127,400.00

Note: Cost Estimate based on a \$260,000/mile unit cost

ATTACHMENT "E"



PROPOSED LOCATION



TOTAL PROJECT AREA





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from MNM Concrete Specialist for the 2024 Pedestrian Ramp Improvements Program - NE 18th Street project.

The 2024 Pedestrian Ramp Improvements Program – NE 18th Street project includes the removal and replacement of pedestrian ramps along NE 18th street, from just east of N Ankeny Boulevard to just west of NE Delaware Avenue in the City of Ankeny.

The construction improvements include the removal and replacement of 22 ramps at 10 intersections,

totaling approximately 550 SY of 8” thick PCC Class C-SUD patches, 75 SY of 7” thick PCC Class C-SUD patches, 625 SY of sidewalk removal, 250 SY of 4” thick PCC sidewalk, 175 SY of 5” thick PCC sidewalk, and 175 SY of 6” thick PCC sidewalk. Other associated improvements include removal and replacement of curb and gutter, minor manhole adjustments, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty (20) contractors. Eight (8) bids were received for the project as follows:

MNM Concrete Specialist \$151,885.00

Howser Concrete Unlimited, LLC \$163,259.50

Howrey Construction, Inc. \$164,941.00

TK Concrete \$180,785.00

Concrete Connection, LLC \$189,407.00

I-80 Concrete Design, LLC \$193,264.00

Vice Construction \$194,485.00

Caliber Concrete, LLC \$290,456.82

The Engineer’s estimated cost for the project was \$176,753.00. The bids ranged from 14% below to 64% above the engineer's estimate. MNM Concrete Specialist 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 Pedestrian Ramp Improvements Program - NE 18th Street project to MNM Concrete Specialist of Des Moines, IA.

FISCAL IMPACT: No

The 2024 Pedestrian Ramp Improvements Program - NE 18th Street project is included within the Annual Sidewalk/Trail Construction Program of the 2024-2028 CIP with construction scheduled for 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from MNM Concrete Specialist in the amount of \$151,885.00 for the 2024 Pedestrian Ramp Improvements Program - NE 18th Street project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map

RESOLUTION 2024-XXX

A RESOLUTION 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.

WHEREAS, the City of Ankeny desires to bring 22 pedestrian ramps at 10 intersections into ADA compliance along NE 18th Street, from just east of N Ankeny Boulevard to just west of NE Delaware Avenue in the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

MNM Concrete Specialist	\$151,885.00
Howser Concrete Unlimited, LLC	\$163,259.50
Howrey Construction, Inc.	\$164,941.00
TK Concrete	\$180,785.00
Concrete Connection, LLC	\$189,407.00
I-80 Concrete Design, LLC	\$193,264.00
Vice Construction	\$194,485.00
Caliber Concrete, LLC	\$290,456.82
Engineer's Estimated Cost	\$176,753.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from MNM Concrete Specialist in the amount of \$151,885.00 be accepted for the construction of the 2024 Pedestrian Ramp Improvements Program – NE 18th Street project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 4th day of March, 2024.

Mark E. Holm, Mayor

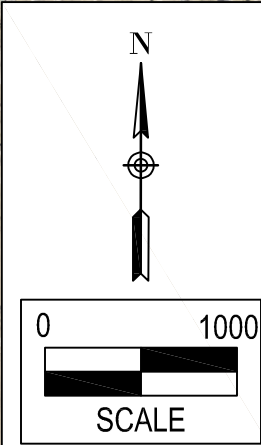
ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation 2024 Pedestrian Ramp Improvements Program - NE 18th Street Pedestrian Ramp Improvements along NE 18th Street January 30, 2024																		
				Engineer's Estimate			MNM Concrete Specialist			Howser Concrete Unlimited, LLC			Howrey Construction, Inc.			TK Concrete		
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
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting, 4" Tall	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,800.00	\$ 2,800.00	1	\$ 1,200.00	\$ 1,200.00	1	\$ 2,200.00	\$ 2,200.00	1	\$ 1,800.00	\$ 1,800.00
6.02	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 1,750.00	\$ 1,750.00	1	\$ 2,600.00	\$ 2,600.00	1	\$ 1,200.00	\$ 1,200.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,800.00	\$ 1,800.00
		STREETS AND RELATED WORK			\$ -	\$ -			\$ -			\$ -			\$ -			\$ -
7.01	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	30	\$ 45.00	\$ 1,350.00	30	\$ 90.00	\$ 2,700.00	30	\$ 50.00	\$ 1,500.00	30	\$ 50.00	\$ 1,500.00	30	\$ 75.00	\$ 2,250.00
7.02	7030-A-1	Removal of Sidewalk	SY	614	\$ 12.00	\$ 7,368.00	614	\$ 15.00	\$ 9,210.00	614	\$ 18.00	\$ 11,052.00	614	\$ 10.00	\$ 6,140.00	614	\$ 12.50	\$ 7,675.00
7.03	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	237	\$ 65.00	\$ 15,405.00	237	\$ 45.00	\$ 10,665.00	237	\$ 47.50	\$ 11,257.50	237	\$ 60.00	\$ 14,220.00	237	\$ 70.00	\$ 16,590.00
7.04	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	172	\$ 75.00	\$ 12,900.00	172	\$ 50.00	\$ 8,600.00	172	\$ 55.00	\$ 9,460.00	172	\$ 74.50	\$ 12,814.00	172	\$ 75.00	\$ 12,900.00
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	179	\$ 100.00	\$ 17,900.00	179	\$ 110.00	\$ 19,690.00	179	\$ 175.00	\$ 31,325.00	179	\$ 78.00	\$ 13,962.00	179	\$ 95.00	\$ 17,005.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	327	\$ 60.00	\$ 19,620.00	327	\$ 75.00	\$ 24,525.00	327	\$ 55.00	\$ 17,985.00	327	\$ 45.00	\$ 14,715.00	327	\$ 50.00	\$ 16,350.00
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	71	\$ 110.00	\$ 7,810.00	71	\$ 65.00	\$ 4,615.00	71	\$ 90.00	\$ 6,390.00	71	\$ 110.00	\$ 7,810.00	71	\$ 115.00	\$ 8,165.00
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	552	\$ 125.00	\$ 69,000.00	552	\$ 70.00	\$ 38,640.00	552	\$ 95.00	\$ 52,440.00	552	\$ 115.00	\$ 63,480.00	552	\$ 125.00	\$ 69,000.00
7.09	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	30	\$ 30.00	\$ 900.00	30	\$ 18.00	\$ 540.00	30	\$ 20.00	\$ 600.00	30	\$ 25.00	\$ 750.00	30	\$ 25.00	\$ 750.00
		TRAFFIC CONTROL			\$ -	\$ -			\$ -			\$ -			\$ -			\$ -
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 11,350.00	\$ 11,350.00	1	\$ 7,500.00	\$ 7,500.00
		SITE WORK AND LANDSCAPING			\$ -	\$ -			\$ -			\$ -			\$ -			\$ -
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25	\$ 15,000.00	\$ 3,750.00	0.25	\$ 20,000.00	\$ 5,000.00	0.25	\$ 5,000.00	\$ 1,250.00	0.25	\$ 10,000.00	\$ 2,500.00	0.25	\$ 15,000.00	\$ 3,750.00
		MISCELLANEOUS			\$ -	\$ -			\$ -			\$ -			\$ -			\$ -
11.01	11,020-A	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 8,500.00	\$ 8,500.00	1	\$ 11,000.00	\$ 11,000.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 12,750.00	\$ 12,750.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,800.00	\$ 1,800.00	1	\$ 1,600.00	\$ 1,600.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 2,500.00	\$ 2,500.00
TOTAL AMOUNT BID =					\$ 176,753.00		\$ 151,885.00		\$ 163,259.50		\$ 164,941.00		\$ 180,785.00					

Bid Tabulation 2024 Pedestrian Ramp Improvements Program - NE 18th Street Pedestrian Ramp Improvements along NE 18th Street January 30, 2024																		
				Concrete Connection, LLC			I-80 Concrete Design, LLC			Vice Construction			Caliber Concrete, LLC					
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price			
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E-1	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting, 4" Tall	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 800.00	\$ 800.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,500.00	\$ 3,500.00			
6.02	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 800.00	\$ 800.00	1	\$ 1,800.00	\$ 1,800.00	1	\$ 3,000.00	\$ 3,000.00			
		STREETS AND RELATED WORK				\$ -			\$ -			\$ -			\$ -			
7.01	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	30	\$ 35.00	\$ 1,050.00	30	\$ 54.00	\$ 1,620.00	30	\$ 60.00	\$ 1,800.00	30	\$ 52.12	\$ 1,563.60			
7.02	7030-A-1	Removal of Sidewalk	SY	614	\$ 18.00	\$ 11,052.00	614	\$ 41.00	\$ 25,174.00	614	\$ 20.00	\$ 12,280.00	614	\$ 11.00	\$ 6,754.00			
7.03	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	237	\$ 75.00	\$ 17,775.00	237	\$ 68.00	\$ 16,116.00	237	\$ 80.00	\$ 18,960.00	237	\$ 92.27	\$ 21,867.99			
7.04	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	172	\$ 85.00	\$ 14,620.00	172	\$ 73.00	\$ 12,556.00	172	\$ 110.00	\$ 18,920.00	172	\$ 98.61	\$ 16,960.92			
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	179	\$ 110.00	\$ 19,690.00	179	\$ 86.00	\$ 15,394.00	179	\$ 115.00	\$ 20,585.00	179	\$ 104.49	\$ 18,703.71			
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	327	\$ 70.00	\$ 22,890.00	327	\$ 67.00	\$ 21,909.00	327	\$ 70.00	\$ 22,890.00	327	\$ 100.00	\$ 32,700.00			
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	71	\$ 100.00	\$ 7,100.00	71	\$ 125.00	\$ 8,875.00	71	\$ 100.00	\$ 7,100.00	71	\$ 254.04	\$ 18,036.84			
7.08	7040-A	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	552	\$ 115.00	\$ 63,480.00	552	\$ 135.00	\$ 74,520.00	552	\$ 125.00	\$ 69,000.00	552	\$ 259.13	\$ 143,039.76			
7.09	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	30	\$ 25.00	\$ 750.00	30	\$ 35.00	\$ 1,050.00	30	\$ 30.00	\$ 900.00	30	\$ 11.00	\$ 330.00			
		TRAFFIC CONTROL				\$ -			\$ -			\$ -			\$ -			
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 2,000.00	\$ 2,000.00			
		SITE WORK AND LANDSCAPING				\$ -			\$ -			\$ -			\$ -			
9.01	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25	\$ 20,000.00	\$ 5,000.00	0.25	\$ 5,000.00	\$ 1,250.00	0.25	\$ 15,000.00	\$ 3,750.00	0.25	\$ 10,000.00	\$ 2,500.00			
		MISCELLANEOUS				\$ -			\$ -			\$ -			\$ -			
11.01	11,020-A	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 800.00	\$ 800.00	1	\$ 9,500.00	\$ 9,500.00	1	\$ 18,000.00	\$ 18,000.00			
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 400.00	\$ 400.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00			
TOTAL AMOUNT BID =					\$ 189,407.00		\$ 193,264.00		\$ 194,485.00		\$ 290,456.82							

*Calculation Error



LOCATION MAP
2024 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - NE 18TH STREET

SHEET
1

PUBLIC WORKS
DEPARTMENT
ENGINEERING
DIVISION





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

Site 1 – NW 4th Street and NW Arlan Drive intersection (7” pavement),

Site 2 – SW Prairie Trail Parkway and SW Abilene Road intersection (8” pavement), and

Site 3 – NW State Street between West First Street and NW Prairie Ridge Drive (9” patches)

The construction improvements include approximately 1,850 SY of 9” thick PCC Class C-SUD full depth patches, 550 SY of 8” thick PCC Class C-SUD street pavement, 1,275 SY of 7” thick PCC Class C-SUD street pavement, 400 SY of 7” thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

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 improvements for Site 1 and Site 3 no earlier than April 15, 2024 and no later than May 13, 2024 and the improvements for Site 2 no earlier than May 28, 2024 and no later than June 10, 2024. The contractor will have 40 Working Days to substantially complete Site 1, 20 Working Days to substantially complete Site 2, 40 Working Days to substantially complete Site 3, and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 4, 2024
2. Post Notice to Bidders and Notice of Public Hearing: March 6, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: March 15, 2024
4. Bid Opening (10:30 A.M., Public Services Building): March 26, 2024
5. Public Hearing and Contract Award: April 1, 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 March 26, 2024 and setting the public hearing date as April 1, 2024 for the 2024 PCC Street Patching Program 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 6, 2024 and to be published in the Des Moines Register on March 15, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2024 PCC STREET PATCHING PROGRAM, 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 2024-

**RESOLUTION ORDERING CONSTRUCTION OF THE 2024
PCC STREET PATCHING PROGRAM, 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 PCC Street Patching Program; 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 PCC Street Patching Program, 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 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

Site 1 – NW 4th Street and NW Arlan Drive intersection (7” pavement),

Site 2 – SW Prairie Trail Parkway and SW Abilene Road intersection (8” pavement), and

Site 3 – NW State Street between West First Street and NW Prairie Ridge Drive (9” patches)

The construction improvements include approximately 1,850 SY of 9” thick PCC Class C-SUD full depth patches, 550 SY of 8” thick PCC Class C-SUD street pavement, 1,275 SY of 7” thick PCC Class C-SUD street pavement, 400 SY of 7” thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

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 March 26, 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 1, 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 1, 2024.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2024 PCC STREET PATCHING PROGRAM
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 PCC Street Patching Program** project at its meeting at **5:30 P.M. on the 1st 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 **26th day of March, 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 26th day of March, 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 1st 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 improvements for **Site 1 and Site 3** shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 15, 2024 and no later than May 13, 2024**, and shall be completed as stated below. Work on the improvements for **Site 2** shall begin **no earlier than May 28, 2024 and no later than June 10, 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 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

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 PCC STREET PATCHING PROGRAM

The 2024 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at three (3) separate locations, generally located on:

- Site 1 – NW 4th Street and NW Arlan Drive intersection (7” pavement),**
- Site 2 – SW Prairie Trail Parkway and SW Abilene Road intersection (8” pavement), and**
- Site 3 – NW State Street between West First Street and NW Prairie Ridge Drive (9” patches)**

The construction improvements include approximately 1,850 SY of 9” thick PCC Class C-SUD full depth patches, 550 SY of 8” thick PCC Class C-SUD street pavement, 1,275 SY of 7” thick PCC Class C-SUD street pavement, 400 SY of 7” thick PCC Class C-SUD fully reinforced street pavement, 300 LF of storm sewer, and 275 LF of water main. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, installation of new intake structures, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

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 each of the three (3) separate Sites within a specified number of working days for each Site as noted below:

**Site 1 – forty (40) Working Days,
Site 2 – twenty (20) Working Days, and
Site 3 – forty (40) Working Days**

More than one (1) Site can be under construction simultaneously, but not without prior approval by the Engineer. Working Days will be tracked separately for each Site.

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, temporary surface restoration completed, permanent pavement markings completed, with the new street and sidewalk pavement fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays and Sundays if the Contractor elects to perform bid item work on Saturdays or Sundays.** Should the Contractor fail to substantially complete the work at each Site within these timeframes, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work at each Site not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project **within ten (10) Working Days** after all three (3) Sites are substantially completed. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **4th day of March, 2024.**

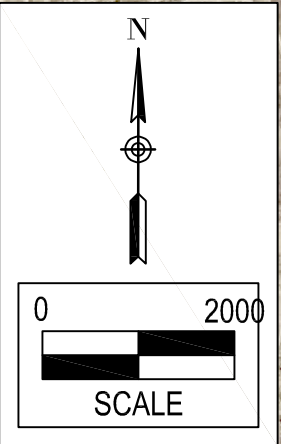
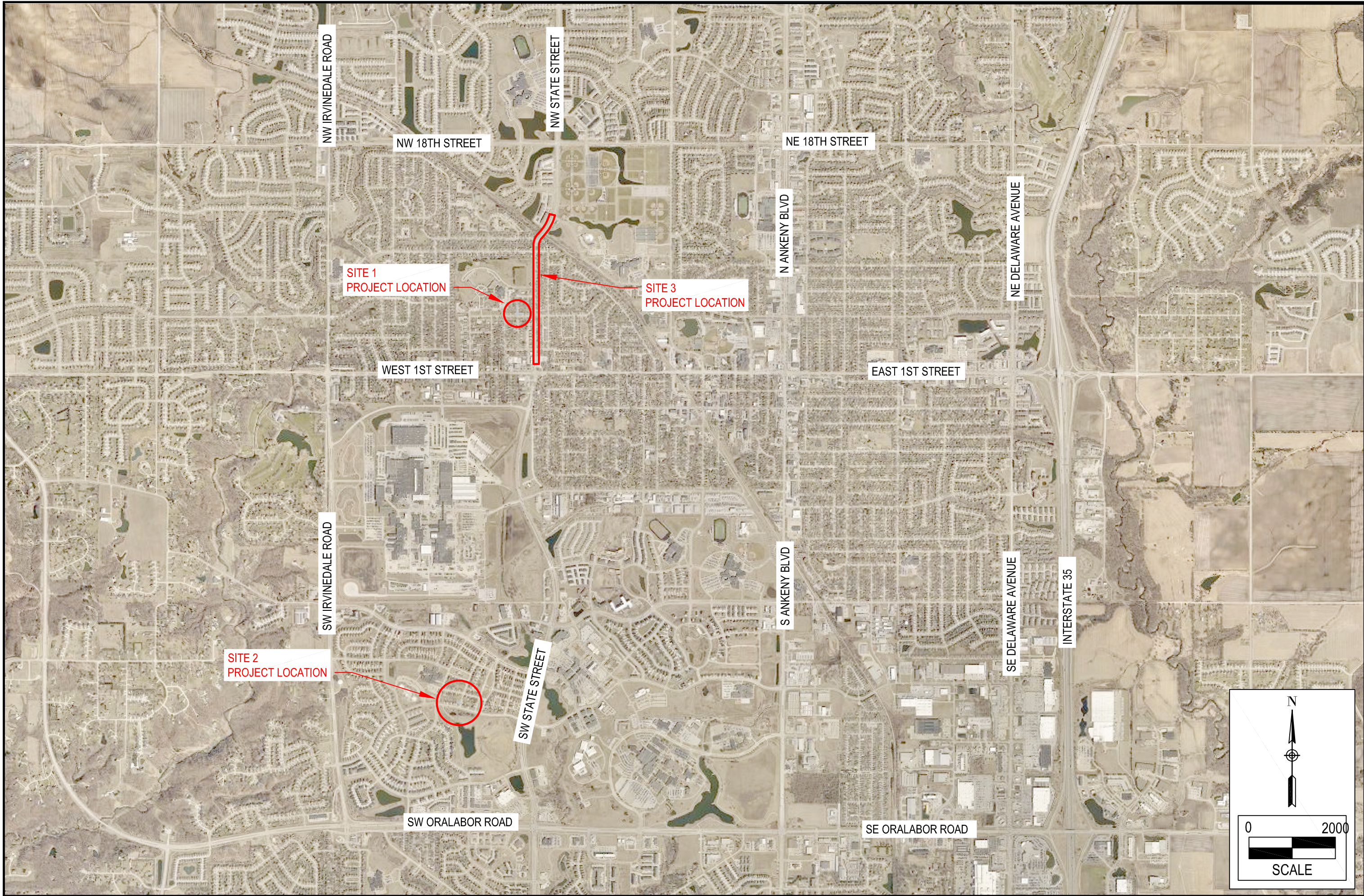
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **6th day of March, 2024.**

Published in the Des Moines Register the **15th day of March, 2024.**



LOCATION MAP
2024 PCC STREET PATCHING PROGRAM

SHEET
1

PUBLIC WORKS
DEPARTMENT
ENGINEERING
DIVISION





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The 2024 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

- Site 1 – Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 – Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 – Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7” thick PCC Class C-SUD pavement, one major adjustment to an intake, and

five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, 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 work on Site 1 no earlier than April 15, 2024 and no later than May 13, 2024. Site 2 shall begin upon full completion of Site 1 but no later than July 8, 2024. Site 3 shall begin no earlier than May 28, 2024 and no later than July 29, 2024. The contractor will have 20 Working Days to fully complete Site 1, until November 1, 2024 to fully complete Site 2, and 10 Working Days to fully complete Site 3. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 4, 2024
2. Post Notice to Bidders and Notice of Public Hearing: March 6, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: March 15, 2024
4. Bid Opening (10:30 A.M., Public Services Building): March 26, 2024
5. Public Hearing and Contract Award: April 1, 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 March 26, 2024 and setting the public hearing date as April 1, 2024 for the 2024 PCC Pavement Preservation Program - Crack and Joint Filling 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 6, 2024 and to be published in the Des Moines Register on March 15, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2024 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING, 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 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING, 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 PCC Pavement Preservation Program – Crack and Joint Filling; 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 2024 PCC Pavement Preservation Program – Crack and Joint Filling, 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 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

- Site 1 – Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 2 – Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.
- Site 3 – Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7” thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, 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 March 26, 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 1, 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 1, 2024.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2024 PCC PAVEMENT PRESERVATION PROGRAM
– CRACK AND JOINT FILLING
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 PCC Pavement Preservation Program – Crack and Joint Filling** project at its meeting at **5:30 P.M. on the 1st 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 **26th day of March, 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 26th day of March, 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 1st 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 improvements for **Site 1** shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 15, 2024 and no later than May 13, 2024**. Work on the improvements for **Site 2** shall begin **upon full completion of Site 1 but no later than July 8, 2024**. Work on the improvements for **Site 3** shall begin **no earlier than May 28, 2024 and no later than July 29, 2024**. Work on all three Sites shall be completed as stated below. **The Contractor shall perform the work for Sites 2 and 3 only when the ambient air and pavement surface temperatures are above 40° Fahrenheit and below 85° Fahrenheit, unless otherwise approved by the Engineer.** The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

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 PCC PAVEMENT PRESERVATION PROGRAM – CRACK AND JOINT FILLING

The 2024 PCC Pavement Preservation Program – Crack and Joint Filling project includes the following:

- **Site 1 – Full depth PCC patching and intake adjustments within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.**
- **Site 2 – Cleaning and filling of cracks and joints in PCC street pavement within the Georgetown, Ashland Meadows, and Prairie Ridge Estates neighborhoods.**
- **Site 3 – Cleaning and filling of cracks and joints in PCC street pavement on NW Georgetown Boulevard from just east of NW Ash Drive to just west of the Veridian Credit Union driveway.**

The construction improvements include the cleaning and filling of approximately 81,000 LF of longitudinal joints, 63,000 LF of transverse joints, and 6,000 LF of miscellaneous cracks, full depth patching of approximately 500 SY of 7” thick PCC Class C-SUD pavement, one major adjustment to an intake, and five minor adjustments to intakes. Other associated improvements include temporary traffic control, temporary surface restoration, 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 **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the improvements for **Site 1 within twenty (20) working days**. Full completion for Site 1 shall be defined as all Site 1 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for Site 1 work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for **Site 2 no later than November 1, 2024**. Full completion for Site 2 shall be defined as all Site 2 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for Site 2 work not fully completed within the designated Contract term(s).

The Contractor shall fully complete the improvements for **Site 3 within ten (10) working days**. Full completion for Site 3 shall be defined as all Site 1 work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for Site 3 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 **4th 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 **6th day of March, 2024**.

Published in the Des Moines Register the **15th day of March, 2024**.



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 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.)

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution regarding the NE 62nd St Over Trib. to Four Mile Creek 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 62nd St Over Trib. to Four Mile Creek project will include the construction of a new reinforced concrete box culvert that is generally located along future NE 62nd Street, west of NE Delaware between NE 54th Street and NE 126th Street where the tributary crosses.

The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this project.

The project is being presented for bidding at this time. Pending project approval and award, the contractor will be expected to start the project as early as April 1, 2024, but not later than June 1, 2024. The contractor will have 65 working days to fully complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 4, 2024
2. Post Notice to Bidders and Notice of Public Hearing: March 6, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: March 15, 2024
4. Bid Opening (10:30 A.M., Public Services Building): March 26, 2024
5. Public Hearing and Award Contract: April 1, 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 planned 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 March 26, 2024 and setting the public hearing date as April 1, 2024 for the NE 62nd St Over Trib. to Four Mile Creek project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on March 6, 2024 and published in the Des Moines Register on March 15, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download	
	Resolution
	Notice of Hearing
	Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NE 62ND ST. RCB OVER TRIB. TO FOUR MILE CREEK, 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
62ND ST. RCB OVER TRIB. TO FOUR MILE CREEK, 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 62nd St. RCB Over Trib. to Four Mile Creek; 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 62nd St. RCB Over Trib. to Four Mile Creek, 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:

This project is for the extension of the future NE 62nd St. The project is located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this 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 March 26, 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 1, 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 1, 2024.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NE 62nd St RCB Over Trib. To Four Mile Creek 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 62nd St RCB Over Trib. To Four Mile Creek** project at its meeting at **5:30 P.M. on the 1st 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 **26th day of March, 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 26th day of March, 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 1st 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 April 1, 2024, and no later than June 1, 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 Spring 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available at the office of Kirkham Michael, 4390 114th Street, Urbandale, IA 50322. 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 515-270-0848 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 62nd St RCB Over Trib. to Four Mile Creek

This project is for the extension of the future NE 62nd St. The project is located on the North side of Ankeny just west of NE 22nd St. between NE 118th Ave. and NE 126 Ave. The construction improvements include construction of a Twin 12' x 10' x 154' reinforced concrete box culvert. Other work items include mobilization, excavation, fencing, revetment, erosion control, and surface restoration. The construction of the future roadway and embankment are not a part of this 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 **sixty-five (65) working days**. Full completion for the overall project shall be defined as all work items including site 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 **Eight Hundred Dollars (\$800.00) 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 **4th 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 **6th day of March, 2024**.

Published in the Des Moines Register the **15th day of March, 2024**.



1 in = 800 ft
Date: 1/17/2024



NE 62nd Street RCB for Four Mile Creek





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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 **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the 2024 CIPP Lining Project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract) estimated total cost and setting a date for the filing of bids on the project. This project includes cured in place pipe (CIPP) slip lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions by trenchless methods, verifying all sanitary sewer service reconnections, cleanup and miscellaneous associated work necessary to complete the

project.

The project is being presented for bidding at this time. Pending project approval and award, the contractor will be required to complete the project by January 31, 2025. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: March 4, 2024
2. Post Notice to Bidders and Notice of Public Hearing: March 6, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: March 15, 2024
4. Bid Opening (10:30 A.M., Public Services Building): March 26, 2024
5. Public Hearing and Award Contract: April 1, 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 planned 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 March 26, 2024 and setting the public hearing date as April 1, 2024 for the 2024 CIPP Lining Project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on March 6, 2024 and published in the Des Moines Register on March 15, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2024 CIPP LINING PROJECT, 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 CIPP LINING PROJECT, 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 CIPP Lining Project; 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 2024 CIPP Lining Project, 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:

This project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless method, verifying all sanitary sewer service reconnections, cleanup 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 March 26, 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 1, 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 1, 2024.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

2024 CIPP LINING PROJECT
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 CIPP Lining** project at its meeting at **5:30 P.M. on the 1st 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 **26th day of March, 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 26th day of March, 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 1st 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 April 1, 2024, and no later than June 1, 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 Spring 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

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 515-963-3521 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 CIPP LINING PROJECT

This project includes cured in place pipe (CIPP) lining existing sanitary sewer collection mains in various neighborhoods within the City of Ankeny.

The construction improvements include minor traffic control, establishing a Public Information and Notification Program, cleaning, video inspection, service and obstruction locating, establishing and executing a sewage bypassing plan, removing obstructions including protruding taps by trenchless method, verifying all sanitary sewer service reconnections, cleanup 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 **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project no later than **January 31, 2025**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **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 **4th day of March, 2024**.

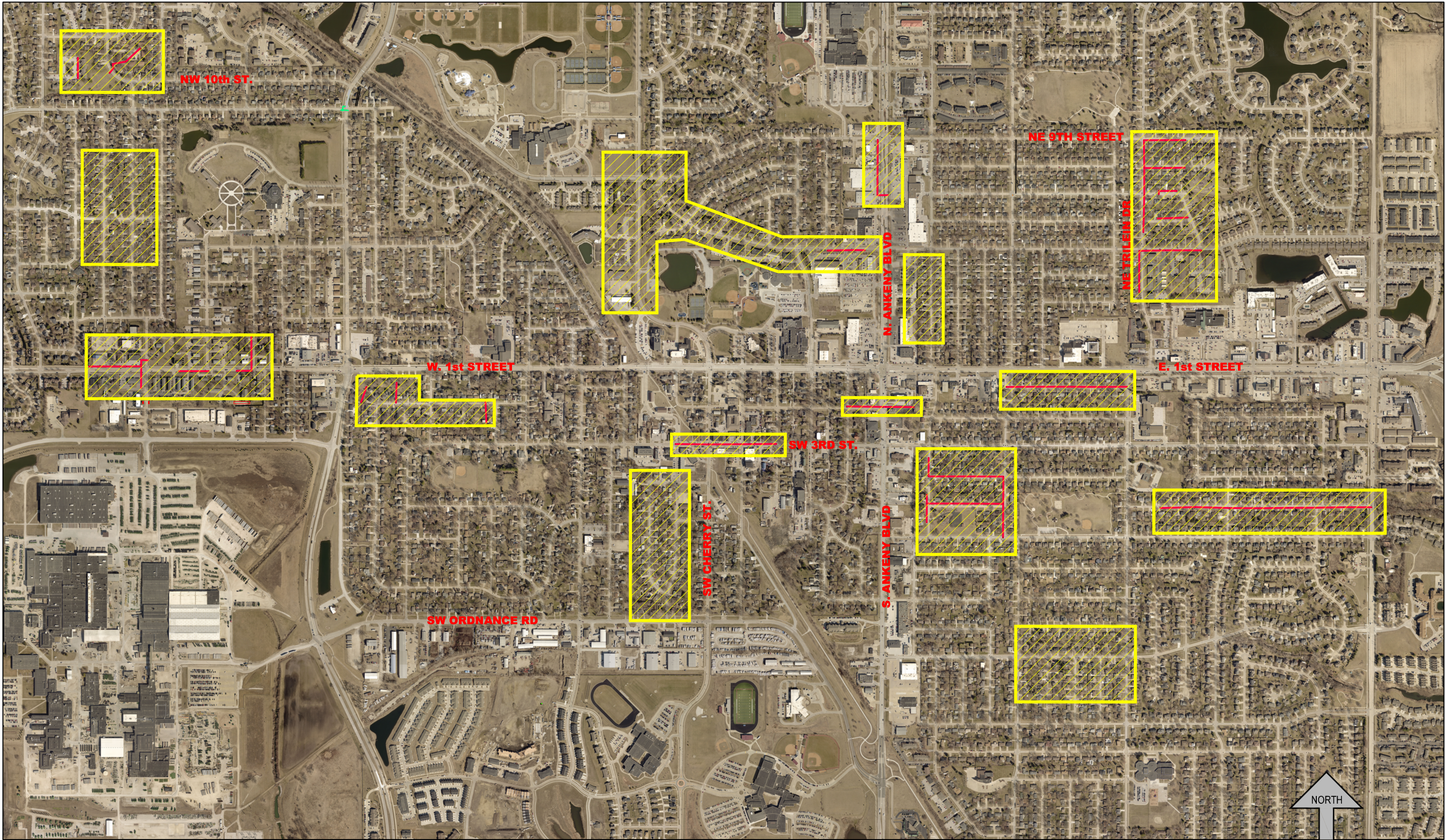
Mark E. Holm, Mayor

ATTEST:

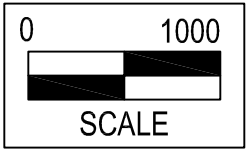
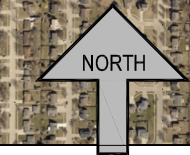
Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **6th day of March, 2024**.

Published in the Des Moines Register the **15th day of March, 2024**.



HATCHED AREAS INDICATE
PROPOSED AREAS OF WORK





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** 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.

EXECUTIVE SUMMARY:
A reimbursement resolution is necessary to comply with the Internal Revenue Code and Treasury Regulations.

The City reasonably expects to reimburse all or a portion of the expenditures detailed in the attached resolution with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Recommend adopting resolution 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION 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" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION

RESOLUTION 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

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

Project	Fund from which original expenditures are to be Advanced	Total Estimated Cost	Amount of Borrowing Anticipated	Estimated Date of Completion
Annual Park Development Program	Capital Projects	\$820,000	\$720,000	December 2024
Annual Sidewalk/Trail Construction Program	Capital Projects	575,000	225,000	December 2024
Annual PCC Street Patching Program	Capital Projects	1,650,000	1,650,000	December 2024
Annual Asphalt Street Resurfacing Program	Capital Projects	475,000	375,000	December 2024
Annual Pavement Preservation Program	Capital Projects	700,000	700,000	December 2024
Annual Street Replacement Program	Capital Projects	1,875,000	875,000	December 2024
Annual Traffic Signal Improvement Program	Capital Projects	1,604,000	1,514,000	December 2024
Fire Station No. 4	Capital Projects	6,810,000	210,000	December 2024
NE 62nd Street RCB Culvert for Four Mile Creek Tributary	Capital Projects	700,000	700,000	December 2024
Sawgrass Park Dam Improvements	Storm Water	90,000	90,000	December 2024
Four Mile Creek and Tributary Channel Stabilization - NE 47th Street to NE 54th Street	Storm Water	130,000	130,000	December 2024
SE 3rd Street Area Trunk Storm Sewer Improvements	Storm Water	940,000	540,000	December 2024
NW 17th Street Storm Sewer and Pavement Improvements	Storm Water	20,000	20,000	December 2024
SW Des Moines Street Utility Improvements	Storm Water	235,000	78,333	December 2024
NE Delaware Avenue Reconstruction - NE 5th Street to NE 18th Street	Capital Projects	5,850,000	4,100,000	December 2024
NW 36th Street and NW Weigel Drive Asphalt Overlay	Capital Projects	2,450,000	2,300,000	December 2024
SW Oralabor Road and SW Edgewood Lane Intersection Improvements	Capital Projects	250,000	50,000	December 2024

NW Irvinedale Drive and NW 18th Street Intersection Improvements	Capital Projects	375,000	375,000	December 2024
West 1st Street Widening and Improvements - Phase 2	Capital Projects	400,000	400,000	December 2024
North Ankeny Boulevard Improvements - 1st Street to 11th Street	Capital Projects	500,000	465,000	December 2024
South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street	Capital Projects	150,000	150,000	December 2024
SW Magazine Road and SW State Street Intersection Improvements	Capital Projects	475,000	475,000	December 2024
NW Prairie Ridge Drive, NW 9th Street and NW Ash Drive Intersection Improvements	Capital Projects	200,000	200,000	December 2024
Fiber Optic Network Upgrade	Capital Projects	650,000	650,000	December 2024
SE Corporate Woods Drive and SE Crosswinds Drive Traffic Signal	Capital Projects	485,000	405,000	December 2024
SW Walnut Street and SW Ordinance Road Water Main, including Uptown Parking Improvements	Water	295,000	295,000	December 2024
NE 36th Street and NE 38th Street Water Main Loop	Water	2,300,000	2,300,000	December 2024
Northwest Water Tower	Water	11,295,000	11,295,000	December 2024
SE Magazine Ground Storage Tank Repaint	Water	726,000	726,000	December 2024

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 4thth day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to 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.

EXECUTIVE SUMMARY:

The notice of public hearing sets the proposed property tax levy for Fiscal Year July 1, 2024 - June 30, 2025 at \$9.90 per \$1,000 of taxable valuation.

FISCAL IMPACT: **Yes**

The proposed property tax levy for Fiscal Year July 1, 2024 - June 30, 2025 of \$9.90 per \$1,000 of taxable valuation generates total property taxes of \$54,275,717 across all funds (general, police and fire retirement, other employee benefits and debt service).

CITY MANAGER'S RECOMMENDATIONS:

Recommend setting 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The proposed property tax levy was discussed at the Operating Funds Budget Workshop on February 12, 2024.

PUBLIC OUTREACH EFFORTS:

The notice of public hearing will be posted on the City's website for public viewing, along with an electronic link to such notice on each of the City's social media accounts.

Also, the Polk County Auditor is required to send each taxpayer an individual taxpayer statement by March 20, 2024.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/1/2024 **Meeting Time:** 05:00 PM **Meeting Location:** Ankeny Kirkendall Public Library - Council Chambers

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.ankenyiowa.gov

City Telephone Number
(515) 965-6400

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	4,651,627,147	5,388,440,837	5,388,440,837
Consolidated General Fund	28,854,508	28,854,508	32,451,508
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	683,324	683,324	709,981
Liability, Property & Self Insurance	0	0	0
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	2,558,395	2,558,395	2,963,642
FICA & IPERS (If at General Fund Limit)	0	0	0
Other Employee Benefits	0	0	1,055,111
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	5,018,013,581	5,693,720,458	5,693,720,458
Debt Service	15,054,041	15,054,041	17,081,161
CITY REGULAR TOTAL PROPERTY TAX	47,150,268	47,150,268	54,261,403
CITY REGULAR TAX RATE	9.90000	8.60047	9.90000
Taxable Value for City Ag Land	4,821,902	4,765,403	4,765,403
Ag Land	14,484	14,484	14,314
CITY AG LAND TAX RATE	3.00375	3.03941	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Resident	541	459	-15.16
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	541	459	-15.16

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

The fiscal year 2025 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable valuation. Additional revenues are needed to maintain service levels, staff Fire Station No. 4, address significant inflation, and offset the cumulative impact of property tax legislation.



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Consent Agenda Items CA-1 through CA-36

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-36.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

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)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2162 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2162, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Rezoning Area A Exhibit
 PUD Book

ORDINANCE 2162

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PLANNED UNIT DEVELOPMENT, PUD, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 36.60-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

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

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 4th, day of March, 2024.

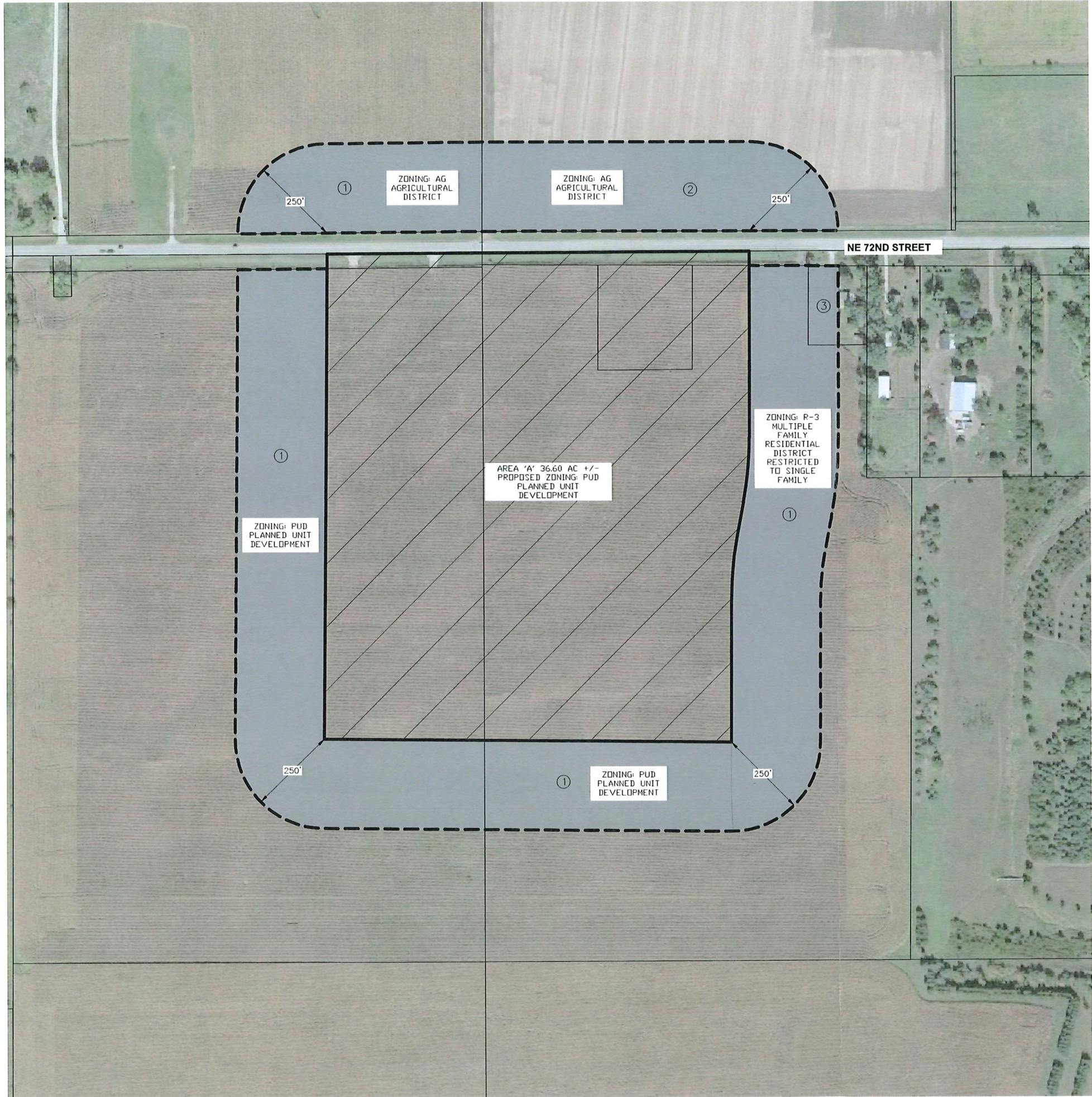
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

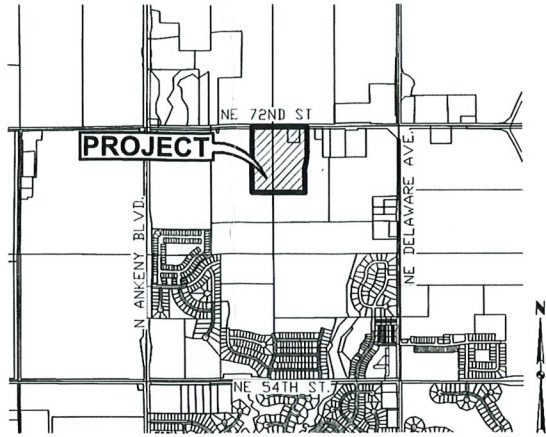
**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 8TH DAY OF MARCH, 2024**

**1st Con 2/5/24 (P. Hrg.)
2nd Con 2/19/24
3rd Con 3/4/24**



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

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

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'A':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	27.24	82.29%	X
2	NORTHSTAR LTD	5.43	16.40%	
3	HUSS, EMILY & KEVIN	0.43	1.31%	
		33.10	100.00%	82.29%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain 1 Absent 0
APPROVED
Ti Rapp Chairperson
Shanda Chapman Secretary

RECEIVED

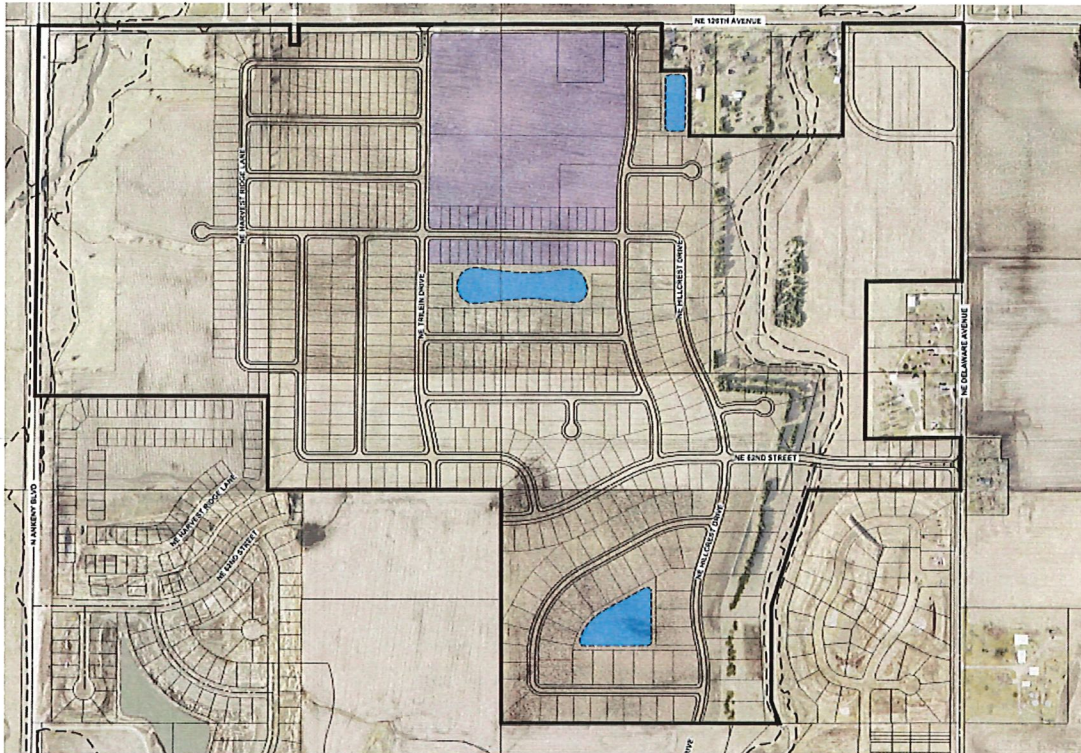
NOV 09 2023

CITY OF ANKENY



HOPE KIMBERLEY PROPERTY

PLANNED UNIT DEVELOPMENT – PHASE 2



HOPE KIMBERLEY PROPERTY

Planned Unit Development

TABLE OF CONTENTS

1 THE PLAN

Overview Narrative
PUD Master Plan
Bulk Regulations

2 REZONING REQUEST

Rezoning Petition
Rezoning Map

3 SUPPORTING EVIDENCE

Supporting Evidence Statement
Parkland Dedication Calculation
Parkland Exhibit

4 ARCHITECTURAL CHARACTER

Architectural Character Statement

THE PLAN

Hope Kimberley Property - Ankeny

OVERVIEW NARRATIVE

The Hope Kimberley property consists of 284.22 acres offering a variety of uses including single-family residential, multi-family residential, commercial and parkland. The property is generally located west of NE Delaware Avenue, south of NE 72nd Street and east of Highway 69 (North Ankeny Boulevard). The property was annexed into the City of Ankeny in 2022 and came into the city as an R-1 zoning classification.

A portion of the property (36.60 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet and the development of multi-family residential housing. This product allows further diversity within the development and will allow a more affordable product for the residents. A city neighborhood park is being proposed that will be situated between the single family residential and multi-family residential properties. An additional park is being proposed in the northwest corner of the development that will be situated off a creek that runs north/south through the development.

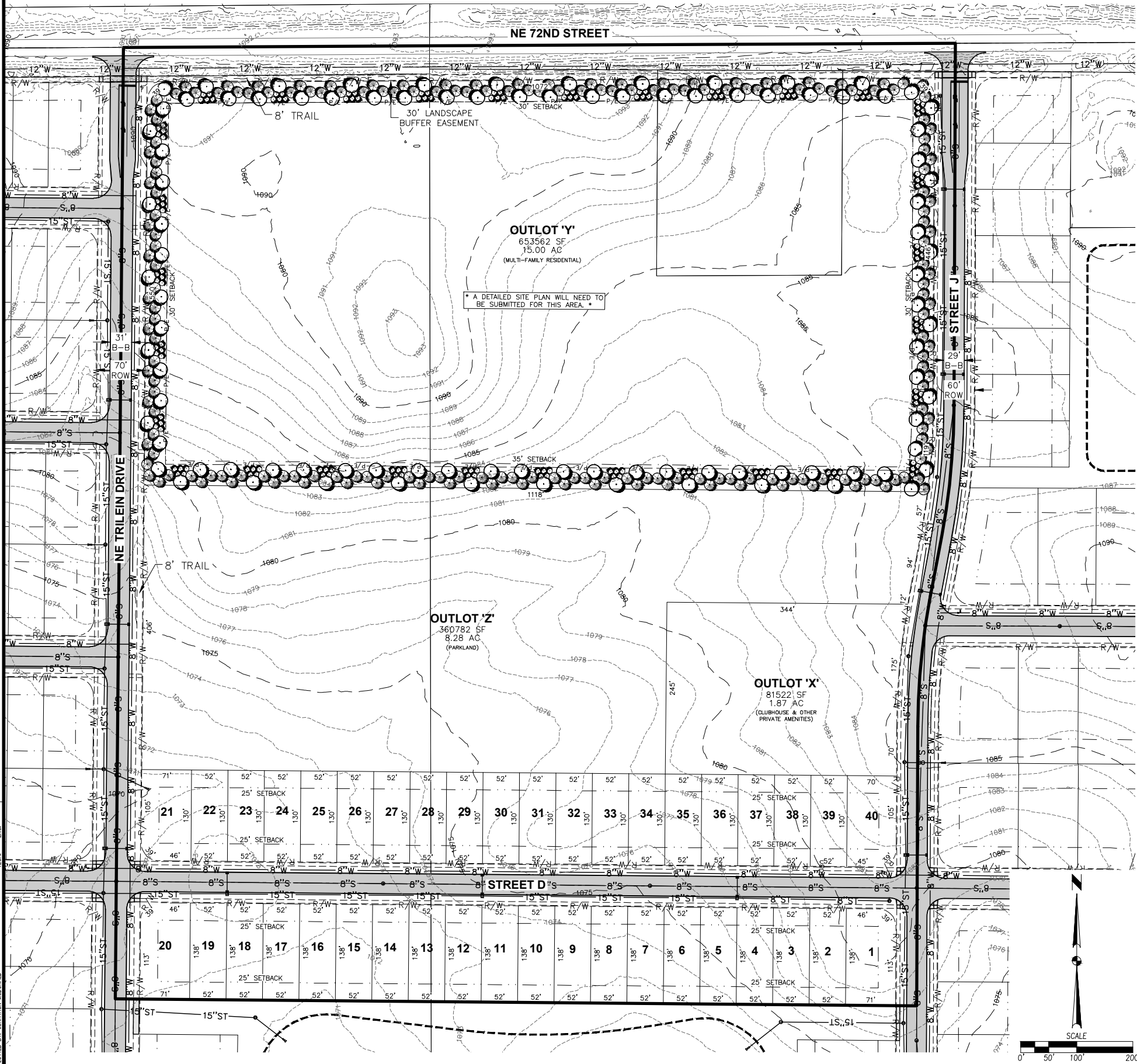
Architecture will be enhanced to maintain curb appeal and blend into the other residential products by providing additional features such as front porches, stone/brick on the front elevation, front dormers, columns, front window accents and varied roof articulations. Examples of the architecture can be found further into this document.

This PUD establishes bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use, public street locations and city park location. A preliminary plat will be prepared for review by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

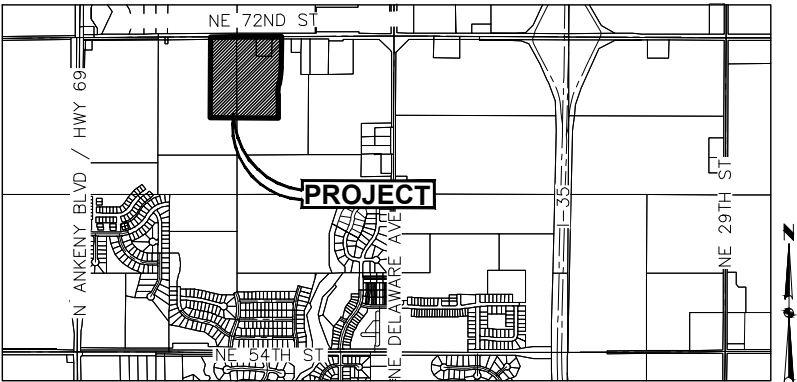
As detailed throughout the information provided, the Hope Kimberley PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing smaller lot sizes and a reduction in building setbacks. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development. A variety of architectural elements are being added to the homes being built within the PUD area to enhance curb appeal and additional landscaping is required to provide more trees to the property.

HOPE KIMBERLEY - AREA "A"

P.U.D. CONCEPTUAL PLAN



VICINITY MAP



OWNER

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

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400

ZONING

EXISTING: R-1: SINGLE FAMILY RESIDENCE DISTRICT
PROPOSED: P.U.D.: PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

PUD:
SETBACKS:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 5 FEET

MINIMUM LOT WIDTH = 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH = 75 FEET

NOTE: A MINIMUM OF ONE OVERSTORY / ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

R-3:
SETBACKS:
FRONT YARD = 30 FEET
REAR YARD = 35 FEET
SIDE YARD = 1 STORY - 15' (MIN. 7' ON ONE SIDE)
= > 1 STORY - 17' (MIN. 8' ON ONE SIDE)
= MULTIPLE FAMILY DWELLING - 1 STORY - 20' (MIN. 8' ON ONE SIDE)
= MULTIPLE FAMILY DWELLING - > 1 STORY - 22' (MIN. 9' ON ONE SIDE)

MAXIMUM DENSITY = 18 UNITS/AC.

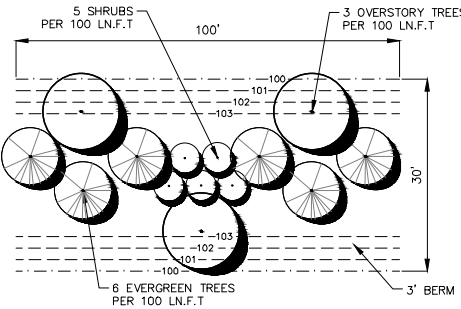
NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE EXCEPT ALONG THE SOUTH SIDE OF NE 72ND STREET AND EAST SIDE OF NE TRILEIN DRIVE WHICH REQUIRES AN 8' TRAIL.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
6. ANY CHANGE TO OUTLOT 'X' WILL REQUIRE A PUD AMENDMENT.
7. IF MONUMENT SIGNS ARE BEING PROPOSED FOR THE OVERALL DEVELOPMENT THEY SHALL BE OWNED AND MAINTAINED BY A HOME OWNER'S ASSOCIATION.
8. SANITARY SEWER CAPACITIES WILL NEED TO BE EVALUATED AT THE TIME THE MULTI-FAMILY PROJECT IS DEVELOPED.

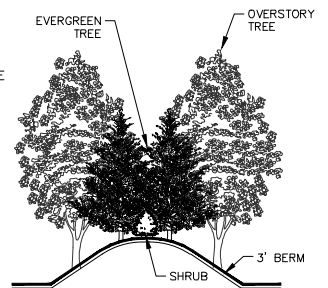
P.U.D. LEGAL DESCRIPTION - AREA 'A'

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CLASS 'C' SCREEN (100' TYP.)



CLASS 'C' SCREEN (SECTION)

Hope Kimberley Property – Ankeny Planned Unit Development

BULK REGULATIONS

AREA 'A' – SINGLE-FAMILY RESIDENTIAL (50'+ Lots)

- Detached homes with minimum two-car attached
- Minimum Lot Width at front yard setback – 50 feet (One-Family Homes)
- Minimum Lot Width at front yard setback – 75 feet (Two-Family Homes)
- Minimum Lot Area – 6,000 s.f. (One-Family Home)
- Minimum Lot Area – 10,000 s.f. (Two-Family Home)
- Minimum Yard Requirements:
 - Front – 25 feet
 - Rear – 25 feet (covered or non-covered decks may extend into rear yard setback)
 - Side – 10 feet total (min. 5' one side)
- Additional Landscaping: A minimum of one overstory/ornamental tree shall be planted within the front yard of each lot.
- R-3 Zoning Regulations shall apply to any items not covered within this PUD

AREA 'A' – MULTI-FAMILY RESIDENTIAL

- R-3 Zoning Regulations shall apply to any items not covered within this PUD
- Minimum Yard Requirements:
 - Front – 30 feet
 - Rear – 35 feet
 - Side – 20 feet total (Min. 8' on one side) – 1 Story
 - Side – 22 feet total (Min. 9' on one side) - > 1 Story
- Sanitary sewer capacities will need to be evaluated at the time the multi-family project is developed.

REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

A PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT "Y", FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 69°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 150.22 FEET; THENCE SOUTHERLY 152° WEST, 571.47 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 141.47 FEET AND WHOSE CHORD BEARS SOUTH 08°25'24" WEST, 19.34 FEET; THENCE SOUTH 10°27'45" WEST, 24.18 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 09°25'18" WEST, 181.52 FEET; THENCE SOUTH 00°13'21" WEST, 199.16 FEET; THENCE NORTH 49°30'43" WEST, 114.40 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 69°43'12" EAST ALONG SAID NORTH LINE, 416.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.50 ACRES MORE OR LESS.

request that said real estate be rezoned from its present classification of R-1 to PUD for the purpose of allowing the following use(s):

Construction of single-family and multi-family residential housing.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

Jenna Kimberley
(owner name)

Jenna Kimberley
(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC

Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266

Signature: Jenna Kimberley

Date: 10/18/2023

Printed Name: Jenna Kimberley

Title: VP

Property Owner: _____

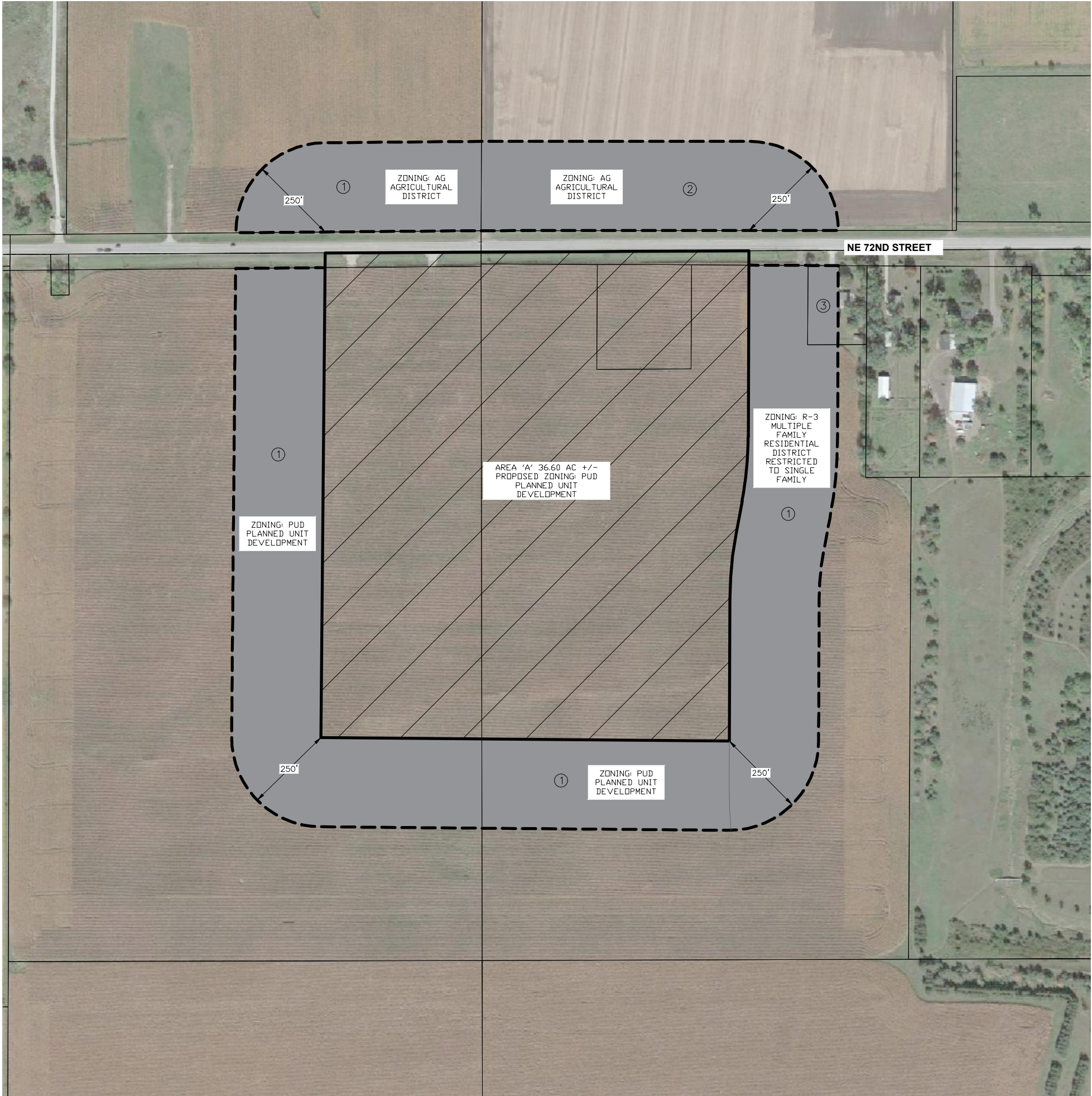
Address: _____

Signature: _____

Date: _____

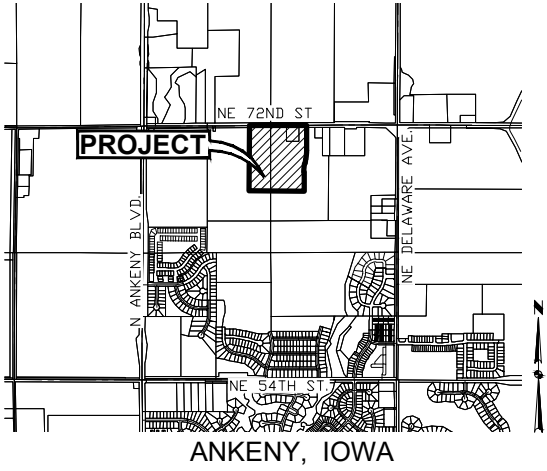
Printed Name: _____

Title: _____



VICINITY MAP

SCALE 1"=2000'



OWNER

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

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

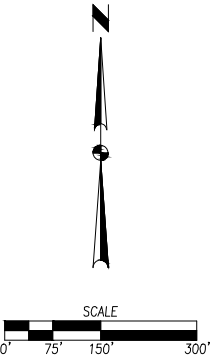
EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL
PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'A':

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ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	27.24	82.29%	X
2	NORTHSTAR LTD	5.43	16.40%	
3	HUSS, EMILY & KEVIN	0.43	1.31%	
		33.10	100.00%	82.29%



SUPPORTING EVIDENCE

Hope Kimberley Property - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to the Hope Kimberley Property will be from NE Delaware Avenue to the east, NE 72nd Street to the north, Highway 69 (North Ankeny Boulevard) to the west, NE Hillcrest Drive and NE 62nd Street to the south. Internal public streets will be extended throughout the development that connect to the major thoroughfares surrounding the property. Internal streets will be local public streets and collectors with on-street parking.

A more detailed traffic study will be prepared by a traffic engineer for the city to review.

PEDESTRIAN CIRCULATION

Five-foot wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities including the city park. An 8-foot wide public trail will be constructed on the south side of NE 72nd Street, the east side of NE Trilein Drive and the west side of NE Delaware Avenue. Pedestrian ramps will be provided at all major roadways such as North Ankeny Boulevard, NE Delaware Avenue and NE 72nd Street to connect the existing surrounding neighborhoods.

UTILITIES

Sanitary sewer service will be provided by connecting into an existing 18-inch sanitary sewer line to the south currently located within the Kimberley Estates development. A second connection will be provided in the future by the city of Ankeny in the southwest corner of the property. All sanitary sewer mains will be public.

Water main that will serve this development will come from a 12-inch watermain along NE Delaware Avenue, NE 72nd Street and NE Ankeny Boulevard. A 10-inch watermain will also be constructed along NE Trilein Drive and NE 62nd Avenue. All internal watermain will be 8-inch diameter.

Storm sewer will be provided within public right-of-ways and sized per city code ultimately discharging into one of the detention basins provided onsite. This particular site has two major creeks/drainageways that run through this site so discharge points will occur along these areas.

Franchise utilities will service the PUD with 10' public utility easements and 7' gas easements generally connecting to services along NE Delaware Avenue, NE Ankeny Boulevard and NE 72nd Street. These easements will be located adjacent to the public right-of-ways or within rear yards of residential lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Hope Kimberley property generally drains from a high point that runs through the center of the property to the east into an unnamed tributary of Fourmile Creek or the west directly into Fourmile Creek. Detention for the single-family residential areas will be provided in a combination of wet-bottom ponds provided throughout the site. Detention for the multi-family and commercial parcels will be provided onsite by the entity developing the property. All detention facilities shall be privately owned and maintained.

PARKS

Two public parks totaling approximately 21.76 acres in size within floodplain areas will be provided to satisfy parkland dedication requirements for all of the residential uses within the development. Parkland dedication calculations are included.

NEIGHBORHOOD AMENITIES

The areas shown as wet bottom ponds shall be privately owned and maintained by the neighborhood association. These amenities will only be accessible to the residents living within the Hope Kimberley development. Within this PUD area the developer is also proposing an area approximately 1.87 acres in size that will contain a clubhouse, pool and other outdoor amenities for use by the citizens within the overall Hope Kimberley development. These facilities will be privately owned and maintained by the homeowner's association.

PARKLAND DEDICATION CALCULATION

Hope Kimberley Property

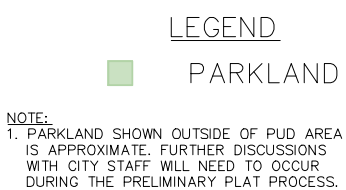
Ankeny, Iowa

AREA	ZONING	ACRES	Parkland % Required	Park Dedication Acres
A (Phase 1)	R-3 Rest. To 10 units/Ac	29.17	10%	2.92
B (Phase 1)	PUD	64.10	10%	6.41
D (Phase 1)	R-3 Rest. To Single Family	46.41	5%	2.32
E (Phase 1)	PUD	2.77	10%	0.28
F (Phase 1)	C-2	6.63	0%	0.00
A (Phase 2)	PUD	23.49	10%	2.35
B (Phase 2)	R-3	22.89	10%	2.29
	R-1	31.83	5%	1.59
	Private open space / ROW	75.29	0%	0.00
	Detention Ponds	5.81	0.00%	0.00
	City Park	14.57	0.00%	0.00
TOTAL		322.96		18.15

City Park Land Provided = 14.57 Acres

City Park Dedication Required = 18.15 Acres

*Note: Any additional parkland being required outside of what is being proposed as land dedication shall be provided to the city as a fee amount. Exact calculations and park land locations outside of PUD area shall be determined at the time preliminary platting occurs.



ARCHITECTURAL CHARACTER

Hope-Kimberley Property – Ankeny

ARCHITECTURAL CHARACTER STATEMENT

The following are examples of the type of architecture that will be constructed within the PUD area. A range of residential plans and custom features will be provided to promote curb appeal and a sense of neighborhood. Quality building materials will be used to construct the homes and natural colors such as earth tones, grays or natural wood colors will be used.









MULTI-FAMILY RESIDENTIAL



Multi-Family Building Material Requirements

- 1) Buildings shall have good scale and maintain or enhance the established scale of buildings and sites of neighboring buildings and sites.
- 2) Materials selected for buildings shall provide compatible textures and colors with those of neighboring buildings.
- 3) Materials selected for buildings shall be compatible with the architecture of the building. Materials selected for suitability to the type of buildings and the design in which they are used. Materials should provide for strength and permanence.
- 4) All mechanical equipment or other utility hardware on roof, ground or buildings, refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from or located as not to be visible from public view, using materials consistent with the building and site.
- 5) Multiple buildings on the same site shall provide for compatible and complimentary design materials while limiting repetitive, monotonous design.
- 6) Specific Building Material Standards:
 - a. Base. All buildings will have a base, at least three feet in height, around the entire perimeter of the building that consists of a durable, permanent material, such as:
 - i. Brick, including full-depth and thin brick;
 - ii. Stone, including natural or cultured stone that simulates natural stone, limestone, granite, and marble;
 - iii. Architectural (textured, not smooth face) concrete masonry units (CMU), including split face, weathered face, sandblasted face, or ground face block;
 - iv. Pre-cast concrete; or,
 - v. Other similar durable material as approved by the Plan and Zoning Commission.
 - b. Primary Materials. The primary building materials used for exterior finishes must be of high-quality and durability. These include:
 - i. Brick, including full-depth and thin brick;
 - ii. Stone, including natural or cultured stone that simulates natural stone, limestone, granite, and marble;
 - iii. Glass;
 - iv. Architectural (textured, not smooth face) concrete masonry units (CMU), including split face, weathered face, sandblasted face, or ground face block;
 - v. Pre-cast concrete; or,
 - vi. Other similar high quality materials as approved by the Plan and Zoning Commission.
 - c. Secondary Materials. The secondary building materials used for exterior building walls include:
 - i. Stucco (Portland cement plaster) with three coats of metal lath or wire fabric lath;
 - ii. Exterior Insulation Finish System (EIFS), provided use of a wall drainage system (barrier wall systems are prohibited) and used only

- above the base of the building;
 - iii. Lap siding (wood, composite, fiber cement, vinyl, steel or aluminum);
 - iv. Pre-finished architectural panel;
 - v. Architectural metal panel (minimum 26 gauge) with concealed fasteners;
 - vi. Metal siding with concealed fasteners; or,
 - vii. Other similar appropriate accent materials as approved by the Plan and Zoning Commission.
- d. Prohibited Materials. The following exterior walls, siding, and cladding are prohibited:
- i. Corrugated galvanized metal;
 - ii. Corrugated metal panel;
 - iii. Smooth-face concrete block;
 - iv. Vinyl siding (non-residential development);
 - v. Plastic siding;
 - vi. Plywood or wood fiber; and,
 - vii. Unfired clay, sand, or shale rock.
- e. Material Requirements. Set out in Table 192.02.01, are the minimum percentage of Primary materials required on the applicable building elevations within each Zoning District or identified, applicable land uses.

Table 192.02.01 Minimum Primary Material Requirements (% of each building wall)	
Districts or Uses	MF ³
Public-Facing ¹	60
Other Facades ²	60
Table Notes: 1. Public Facing refers to building elevation(s) fronting on or most directly facing a public street or a rear/side elevation that abuts a parking lot of a separate use, e.g., shopping center with pad sites. 2. Other Facades refers to interior side or rear elevations. 3. MF = Multiple Family Structures regardless of Zoning District.	



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

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)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2163 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2163, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Rezoning Area B Exhibit

ORDINANCE 2163

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, REZONING AREA B

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District (Rezoning Area B); and

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET; THENCE SOUTH 89°42'06" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS SOUTH 44°44'22" EAST, 353.79 FEET; THENCE SOUTH 89°46'18" EAST, 402.52 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°13'22" WEST ALONG SAID EAST LINE, 817.78 FEET TO THE NORTHEAST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE SOUTH 89°15'05" WEST ALONG THE NORTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 541.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST ALONG THE WEST LINE OF SAID PARCEL "2018-191", A DISTANCE OF 895.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST, 104.49 FEET; THENCE NORTH 89°04'19" WEST, 174.76 FEET; THENCE NORTH 00°12'25" EAST, 522.09 FEET; THENCE NORTH 67°10'04" WEST, 444.03 FEET; THENCE NORTH 00°13'22" EAST, 705.09 FEET; THENCE NORTH 32°56'05" EAST, 505.04 FEET TO THE SOUTH LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF THE NORTHEAST QUARTER; THENCE NORTH 89°42'59" EAST ALONG SAID SOUTH LINE, 171.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.16 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 28.16-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District (Rezoning Area B); and

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

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this 4th, day of March, 2024.

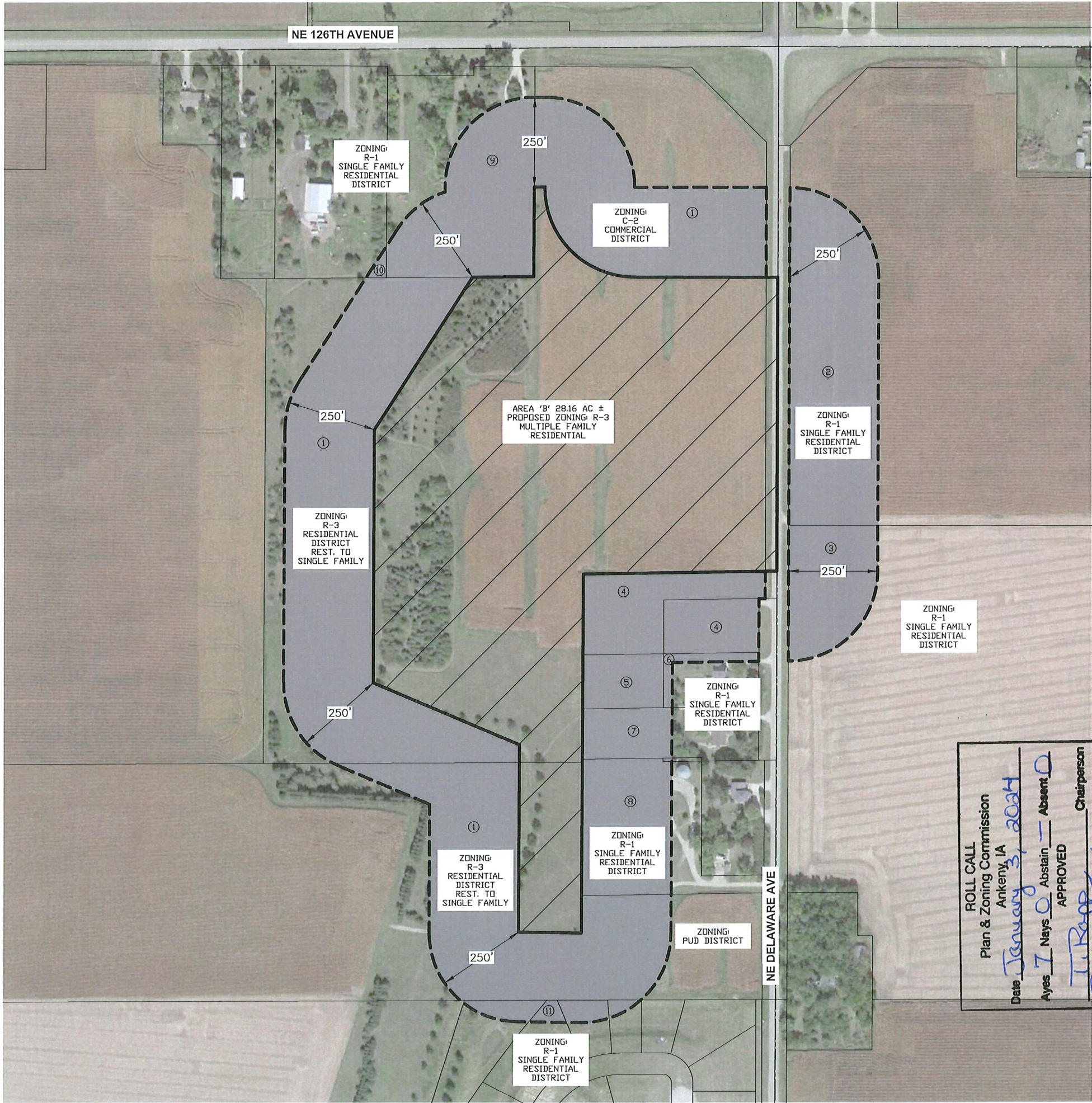
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 8TH DAY OF MARCH, 2024**

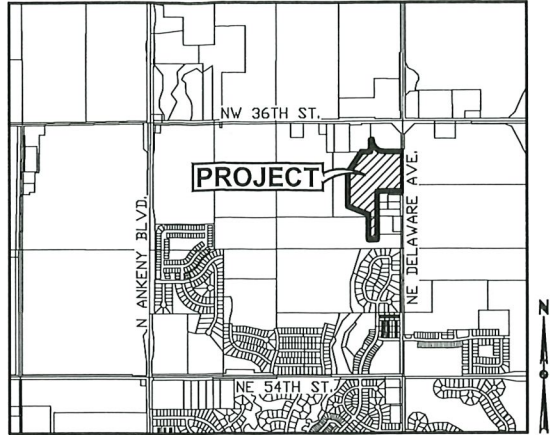
**1st Con 2/5/24 (P. Hrg.)
2nd Con 2/19/24
3rd Con 3/4/24**



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain 1 Absent 0
APPROVED
Chairperson T. Rapp
Secretary Brandi Chappman

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

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

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: R-3 - MULTIPLE FAMILY RESIDENTIAL

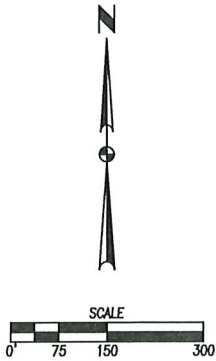
REZONING DESCRIPTION - AREA 'B':

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET; THENCE SOUTH 89°42'06" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS SOUTH 44°44'22" EAST, 353.79 FEET; THENCE SOUTH 89°46'18" EAST, 402.52 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°13'22" WEST ALONG SAID EAST LINE, 817.78 FEET TO THE NORTHEAST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE SOUTH 89°15'05" WEST ALONG THE NORTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 541.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST ALONG THE WEST LINE OF SAID PARCEL "2018-191", A DISTANCE OF 895.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST, 104.49 FEET; THENCE NORTH 89°04'19" WEST, 174.76 FEET; THENCE NORTH 00°12'25" EAST, 522.09 FEET; THENCE NORTH 67°10'04" WEST, 444.03 FEET; THENCE NORTH 00°13'22" EAST, 705.09 FEET; THENCE NORTH 32°56'05" EAST, 505.04 FEET TO THE SOUTH LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF THE NORTHEAST QUARTER; THENCE NORTH 89°42'59" EAST ALONG SAID SOUTH LINE, 171.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.16 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	20.2	53.72%	X
2	RUETER, TODD & ALEX; PAIGE BENLAALA	5.1	13.55%	
3	HOPE K FARMS LLC	1.9	4.95%	X
4	ABDUHL, ALAN	2.6	6.84%	
5	ABDUHL, WAYNE	0.8	2.06%	
6	KEASLER, SAMUEL & KEASLER	0.2	0.60%	
7	HAUS, JILL & SHANNON	0.8	2.14%	
8	VAN DYKE, JUDITH & ROBIN	2.2	5.81%	
9	SEUNTJENS, CHRISTOPHER & IRENE	3.3	8.67%	
10	GROVE, KELLY & KATIE	0.1	0.15%	
11	BILL KIMBERLEY, LC	0.6	1.50%	X
		37.5	98.50%	60.17%





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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.

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional updates and changes are needed in the regulations governing the use of public streets in order to support traffic safety and mobility.

The purpose of Section 66.05 Truck Routes is to define the street network that is:

- safest for the movement of large vehicles,
- supports local and regional commerce, and
- provides enough capacity and adequate design features to accommodate the anticipated volume, size and weight of vehicles.

The proposed revision to Chapter 66.05 Truck Routes, recommended by the Public Works Department and depicted in the attached exhibits, seeks to provide rules that balance the needs of commerce with the desire to minimize the impacts of trucks on sensitive land uses. The designated truck route system does not prohibit trucks from using any street within the City but does require that trucks use the streets most suitable to the greatest extent possible, and limit their travel in the residential neighborhoods as much as possible.

After the third and final reading of this ordinance, the City's updated designated truck route information will be provided to the Iowa DOT for inclusion in the Iowa DOT's Annual All-Systems Overweight Permit map.

FISCAL IMPACT: No

The associated expense will be for the sign procurement or fabrication. Installation will be completed by City staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2164 to amend Chapter 66 Load and Weight Restrictions of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2164, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Section 66.05 with track changes
 NW Quadrant Truck Routes
 NE Quadrant Truck Routes
 SW Quadrant Truck Routes
 SE Quadrant Truck Routes

ORDINANCE 2164

AN ORDINANCE AMENDING CHAPTER 66, LOAD and WEIGHT RESTRICTIONS, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 66 of the Code of Ordinances to match current standards and practices.

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

Section 1: Section modified. Section 66.05, Truck Routes of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted as follows:

1. Designated. All trucks and other commercial vehicles with a gross weight of 10,000 pounds or more shall be operated only upon the following streets, which streets are hereby designated as truck routes:
 - A. West 1st Street and East 1st Street from its termination point on the west to the east corporate limits;
 - B. Southeast and Northeast Delaware Avenue from the south corporate limits to the north corporate limits;
 - C. Southwest 3rd Street from its west termination point to Southwest State Street;
 - D. Southwest Cherry Street from West 1st Street to Southwest Ordinance Road;
 - E. South Ankeny Boulevard and North Ankeny Boulevard from the south corporate limits to the north corporate limits;
 - F. Southwest 3rd Street Place from Southwest Irvinedale Drive to its east termination point;
 - G. Southwest Ordinance Road from Southwest State Street to South Ankeny Boulevard;
 - H. Southwest Linden Street from Southwest 3rd Street to West 1st Street;
 - I. Southwest Magazine Road and Southeast Magazine Road from Southwest Vintage Parkway to Southeast Delaware Avenue;
 - J. Southwest Oralabor Road and Southeast Oralabor Road from the west corporate limits to the east corporate limits;
 - K. Southwest Irvinedale Drive and Northwest Irvinedale Drive from Southwest Oralabor Road to the north corporate limits;
 - L. Southwest State Street and Northwest State Street from the south corporate limits to its north point of termination;
 - M. Southeast Cortina Drive from Southeast Shurfine Drive to Southeast Magazine Road;
 - N. Southeast Shurfine Drive from South Ankeny Boulevard to Southeast Delaware Avenue;

- O. Southeast Hulsizer Road from Southeast Oralabor Road to Southeast Shurfine Drive;
- P. Southeast Lorenz Drive from Southeast Hulsizer Road to Southeast Delaware Avenue;
- Q. Southeast 54th Street from the west corporate limits to Southeast Delaware Avenue;
- R. Northwest 18th Street and Northeast 18th Street from the west corporate limits to the east corporate limits;
- S. Southeast Creekview Drive from Southeast Oralabor Road north to its point of termination;
- T. Southeast Creekview Drive from East 1st Street south to its point of termination;
- U. Southeast Tones Drive from Southeast Creekview Drive to its point of termination;
- V. Southeast Convenience Boulevard from the south corporate limits to Southeast Oralabor Road;
- W. Southeast Corporate Woods Drive from the west corporate limits to the east corporate limits;
- X. Southeast Four Mile Drive and Northeast Four Mile Drive from the south corporate limits to the north corporate limits;
- Y. Northwest 36th Street and Northeast 36th Street from the west corporate limits to the east corporate limits;
- Z. Northwest 54th Street and Northeast 54th Street from the west corporate limits to Northeast Delaware Avenue;
- AA. Northwest Ash Drive from West 1st Street to the north corporate limits;
- BB. Southwest Vintage Parkway from Southwest Irvinedale Drive to Southwest State Street.
- CC. Southeast Crosswinds Drive from Southeast Convenience Boulevard to Southeast Corporate Woods Drive;
- DD. Southeast 72nd Street from its west point of termination to Southeast Corporate Woods Drive;
- EE. Southeast 77th Street from Southeast Convenience Boulevard to Southeast Four Mile Drive;
- FF. Southeast 90th Street from the west corporate limits to the east corporate limits;
- GG. Northeast 72nd Street from North Ankeny Boulevard to the east corporate limits.

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

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this **4th** day of **March** 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE 8TH DAY OF MARCH, 2024**

**1st Con 2/05/24
2nd Con 2/19/24
3rd Con 3/04/24**

66.05 TRUCK ROUTES.

1. Designated. All trucks and other commercial vehicles with a gross weight of 10,000 pounds or more shall be operated only upon the following streets, which streets are hereby designated as truck routes:

A. West 1st Street and East 1st Street from its termination point on the west to the east corporate limits;

B. Southeast and Northeast Delaware Avenue from the south corporate limits to the north corporate limits;

C. Southwest 3rd Street from ~~Southwest Cherry Street~~its west termination point -to ~~South Ankeny Boulevard~~Southwest State Street;

D. Southwest Cherry Street from West 1st Street to Southwest ~~Magazine Road~~Ordinance Road;

E. South Ankeny Boulevard and North Ankeny Boulevard from the south corporate limits to the north corporate limits;

F. Southwest 3rd Street Place from Southwest Irvinedale Drive ~~east to Southwest State Street~~to its east termination point;

G. Southwest Ordinance Road from Southwest State Street to South Ankeny Boulevard;

H. Southwest Linden Street from Southwest 3rd Street to West 1st Street;

I. ~~Southeast-Southwest Magazine Road~~ and ~~Southwest-Southeast~~ Magazine Road from ~~its point of commencement~~Southwest Vintage Parkway to ~~its point of termination~~Southeast Delaware Avenue;

J. ~~Southeast-Southwest~~ Oralabor Road and Southeast Oralabor Road from the west corporate limits to the east corporate limits;

K. Southwest Irvinedale Drive and Northwest Irvinedale Drive from Southwest Oralabor Road to the north corporate limits;

L. Southwest State Street and Northwest State Street from the south corporate limits to its north point of termination;

M. Southeast Cortina Drive from Southeast Shurfine Drive to Southeast Magazine Road;

N. Southeast Shurfine Drive from ~~its point of commencement~~South Ankeny Boulevard to ~~its point of termination~~Southeast Delaware Avenue;

O. Southeast Hulsizer ~~Avenue Road~~ from ~~its point of commencement~~Southeast Oralabor Road to ~~its point of termination~~Southeast Shurfine Drive;

P. Southeast Lorenz Drive from Southeast Hulsizer Road to Southeast Delaware Avenue;

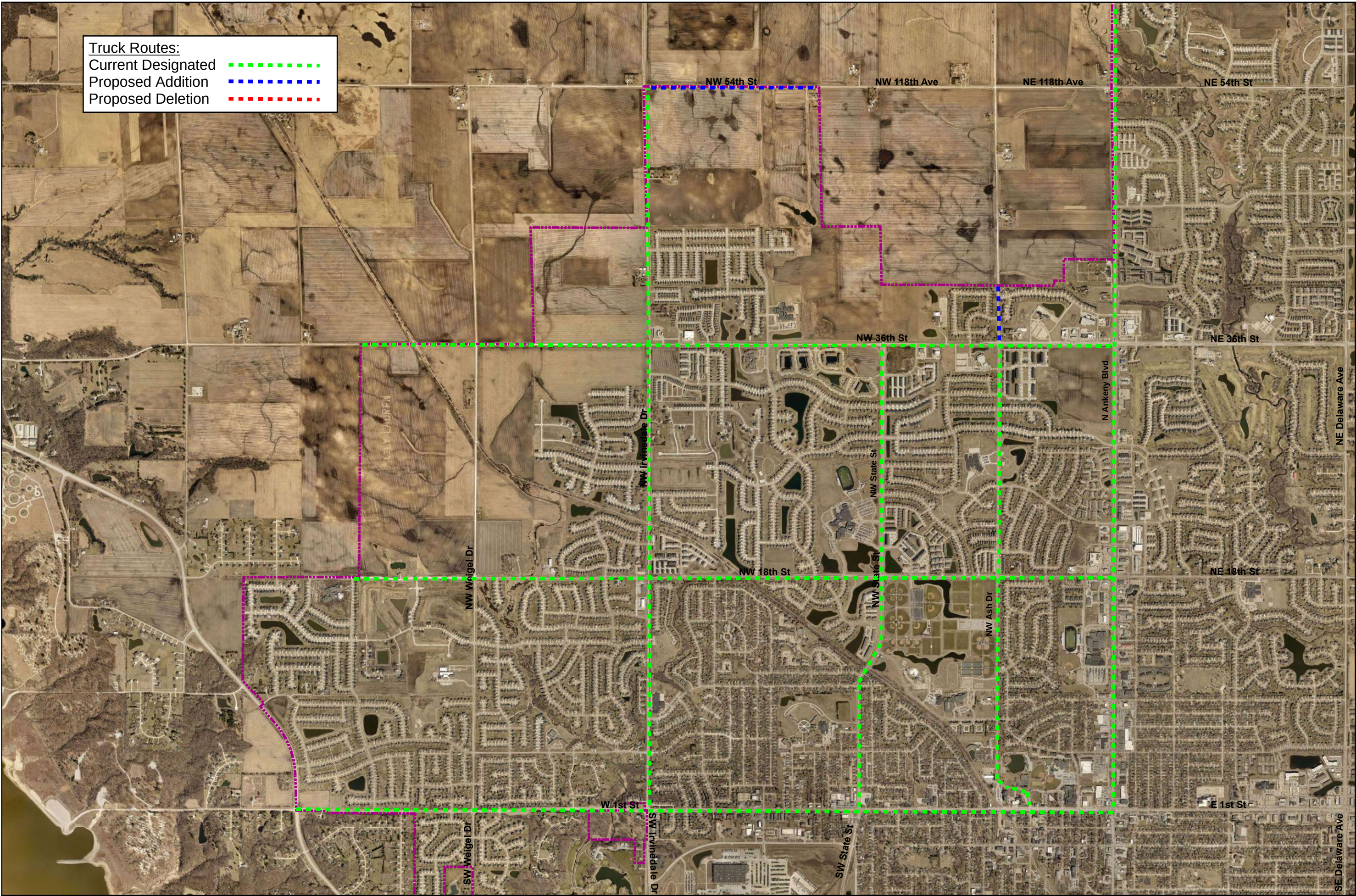
Q. Southeast 54th Street from the west corporate limits to Southeast Delaware Avenue;

R. Northwest 18th Street and Northeast 18th Street from the west corporate limits to ~~Northeast Delaware Avenue~~the east corporate limits;

- S. Southeast Creekview Drive from Southeast Oralabor Road north to its points of termination;
- T. Southeast Creekview Drive from East 1st Street south to its point of termination;
- U. Southeast Tones Drive from Southeast Creekview Drive to its point of termination;
- V. Southeast Convenience Boulevard from the south corporate limits to Southeast Oralabor Road ~~to its point of termination~~;
- W. Southeast Corporate Woods Drive ~~/Southeast 72nd Street~~ from the west corporate limits to the east corporate limits;
- X. Southeast Four Mile Drive and Northeast Four Mile Drive from the south corporate limits to ~~Southeast Oralabor Road~~ the north corporate limits;
- Y. ~~Northeast~~ Northwest 36th Street and ~~Northwest~~ Northeast 36th Street from the ~~east-west~~ corporate limits to the ~~west-east~~ corporate limits;
- Z. Northwest 54th Street and Northeast 54th Street from ~~Ankeny Boulevard~~ the west corporate limits to Northeast Delaware Avenue;
- AA. Northwest Ash ~~Street Drive~~ from West 1st Street to ~~Northwest 36th Street~~ the north corporate limits;
- BB. Southwest Vintage Parkway from Southwest Irvinedale Drive to Southwest State Street.
- CC. Southeast Crosswinds Drive from Southeast Convenience Boulevard to Southeast Corporate Woods Drive;
- DD. Southeast 72nd Street from its west point of termination to Southeast Corporate Woods Drive;
- EE. Southeast 77th Street from Southeast Convenience Boulevard to Southeast Four Mile Drive;
- FF. Southeast 90th Street from the west corporate limits to the east corporate limits;
- GG. Northeast 72nd Street from North Ankeny Boulevard to the east corporate limits.

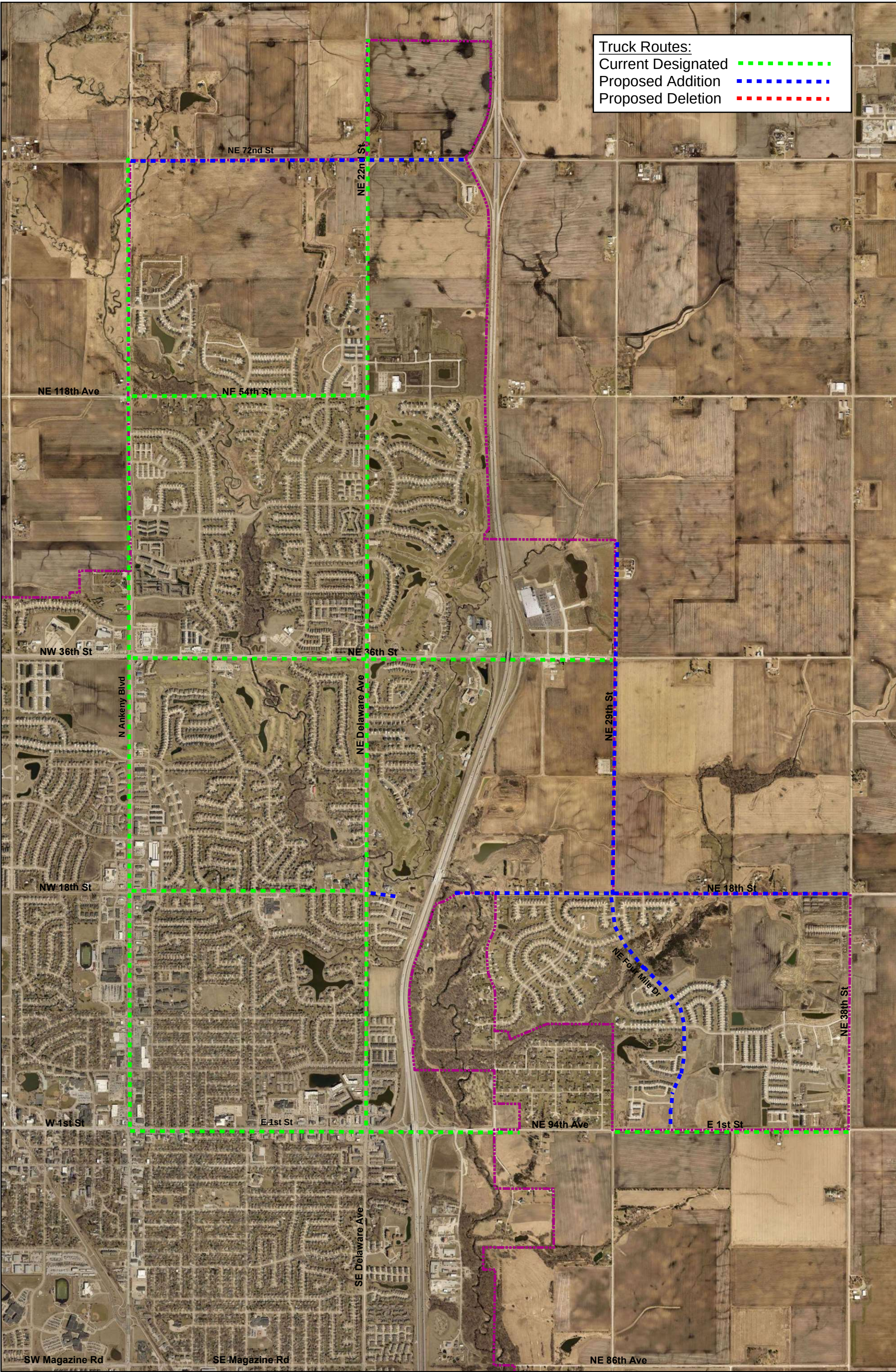
(Ord. 1731 – Oct. 12 Supp.)

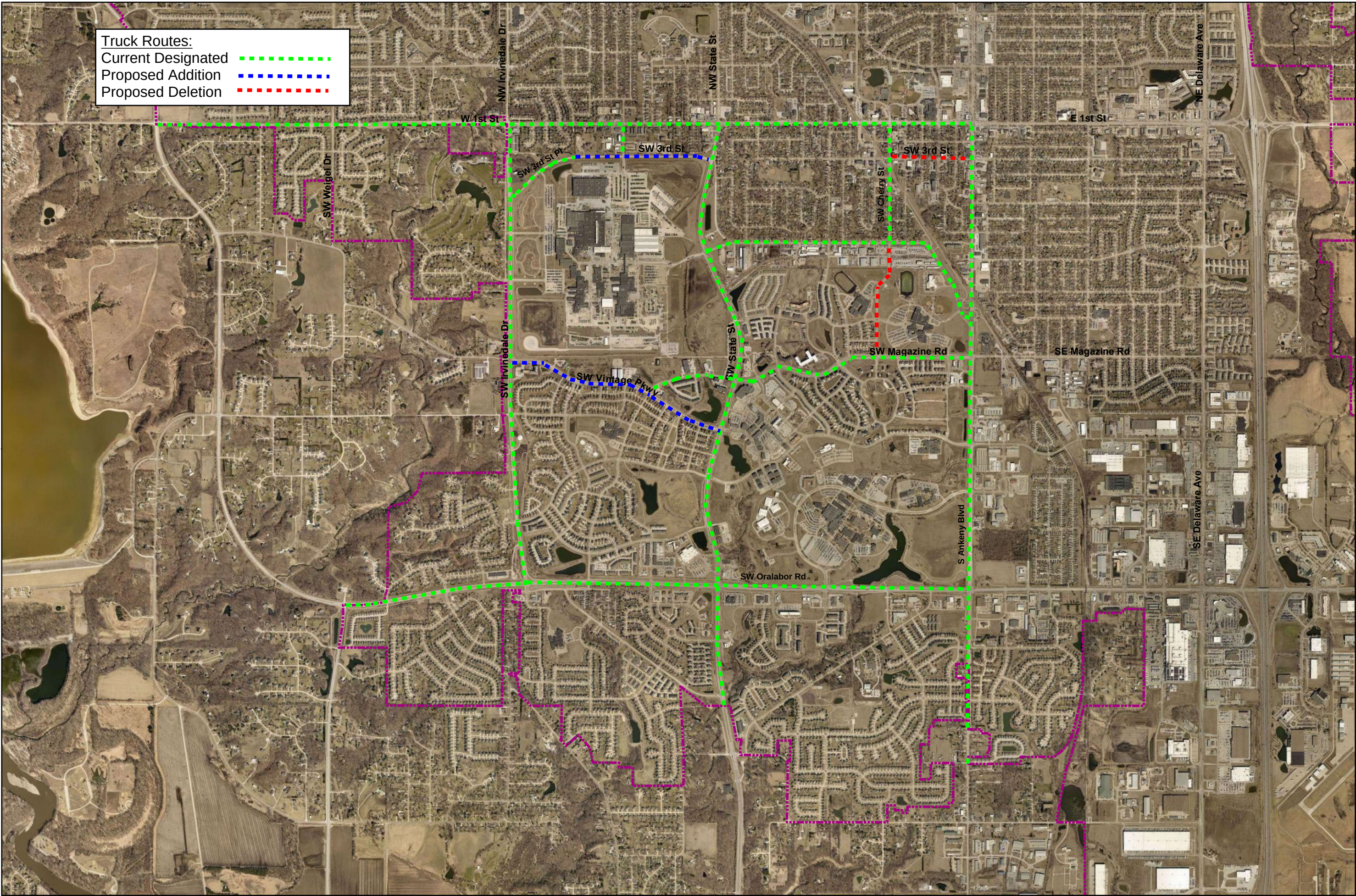
2. Definition. “Truck” means any motor vehicle designed primarily for carrying livestock, merchandise, freight of any kind, or nine persons as passengers, excepting school buses.
3. Entering and Reentering; Conduct of Business. Such vehicles named in subsection 1 may be operated upon any street where necessary in the conduct of business to and from a destination point, but then only by leaving and reentering the truck route at the intersection nearest to such point.
4. Posting of Signs. The City shall cause truck route prohibitions and limitations to be designated by appropriate signs posted upon the truck route.



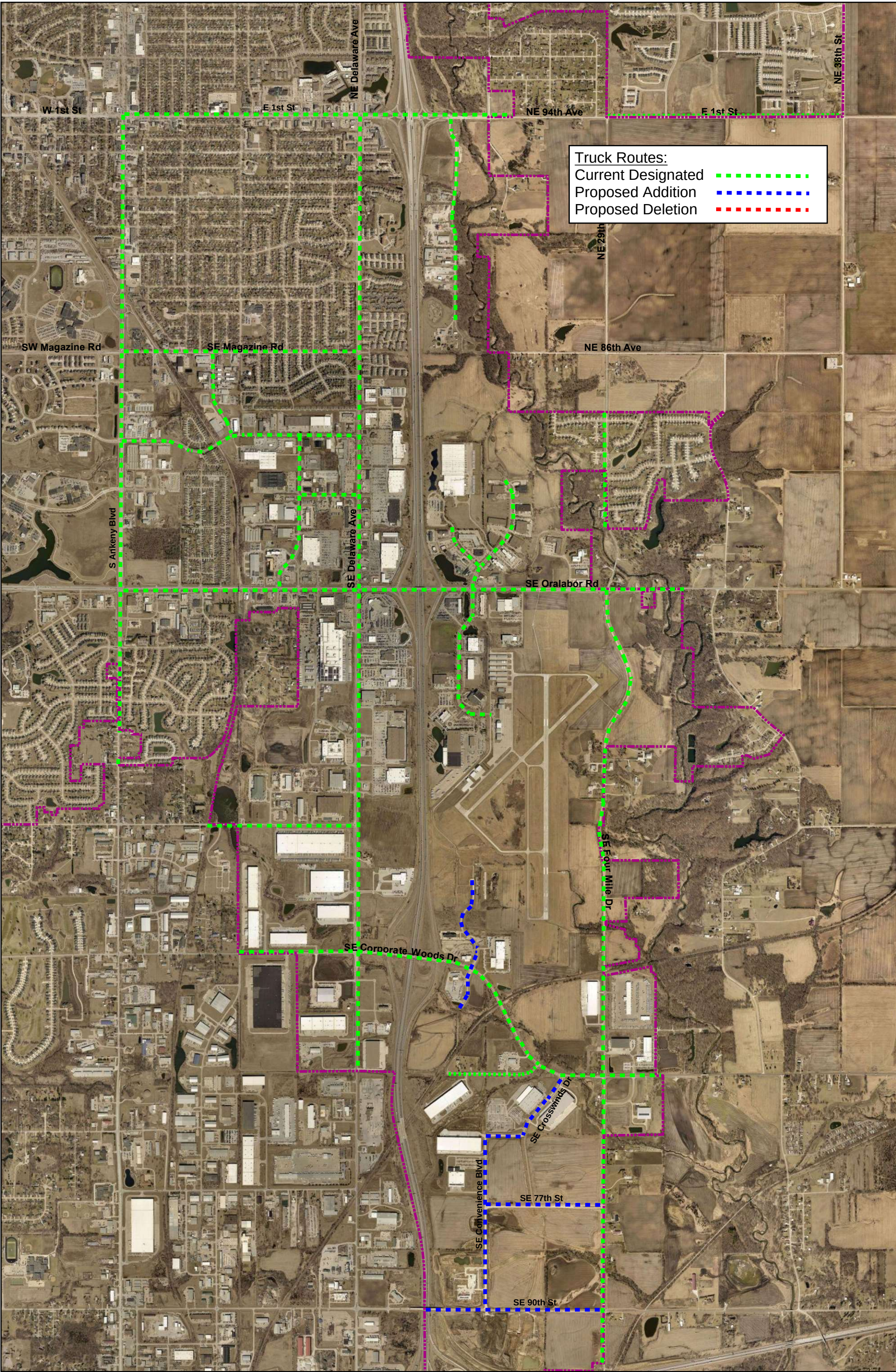
Truck Routes:

Current Designated	-----
Proposed Addition	-----
Proposed Deletion	-----





Truck Routes:
Current Designated
Proposed Addition
Proposed Deletion



Truck Routes:

Current Designated	
Proposed Addition	
Proposed Deletion	



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:
Ordinance - 1st 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:

	FY 2024	FY 2025	\$ Change	% Change
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%
	\$1,108.15	\$1,148.48	\$ 40.33	3.64%

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 first consideration of ORDINANCE 2165.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance 2165

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 4th day of March, 2024.

ATTEST:

Mark E. Holm, Mayor

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 03/04/24
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Magazine Ground Storage Reservoir Rehabilitation (PH 2024-12)

EXECUTIVE SUMMARY:

The Magazine Ground Storage Reservoir Rehabilitation 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 and any associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap.

The Bid Opening for this project was held on Tuesday, February 28, 2024. Twelve (12) bids were received as follows:

O & J Coatings \$289,000.00
J. R. Stelzer Co. \$333,250.00

MW Cole Construction \$371,300.00
L. C. United Painting Co. \$383,000.00
Tanks Co, Inc. \$412,500.00
Classic Protective Coatings \$416,730.00
Viking Painting \$418,600.00
Slack Painting LLC \$439,530.00
Worldwide Industries \$465,365.00
Tank Pro, Inc. \$475,141.00
Seven Brothers Painting \$481,600.00
TMI Coatings \$677,000.00

The Engineer's Estimate for the project was \$386,000.00. The bids ranged from approximately 25% below to 75% above the estimate. The City Council approved 2024 - 2028 Capital Improvement Program includes \$646,000 specifically for the painting of this facility in 2024, but it also included the interior which was determined not necessary at this time based upon information provided within the results of the inspection provided by Dixon Engineering. The City reviewed the bid results both internally and with the project's engineering consultant. We have checked references of the contractor, and it sounds like they have successfully completed previous projects within budget and on schedule. It is recommended that the project be awarded to O & J Coatings, of Hurst, Texas.

Pending project approval and award by City Council, the contractor will have until October 25, 2024, to complete the project, with a starting date of no earlier than April 1, 2024. Work on the project is prohibited between June 3, 2024, and September 6, 2024, as this is our summer season where the need for this facility is greatest.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with painting 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 estimated cost (\$386,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Magazine Ground Storage Reservoir Rehabilitation Project.
3. Receive and file the report of bids received on February 28, 2024.
4. Approve Resolution, making award of construction contract to O & J Coatings, of Hurst, Texas.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 5, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as February 28, 2024, and setting the public hearing date as March 4, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1)

RESOLUTION 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 making award of construction contract with O & J Coatings in the amount of \$289,000.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION", 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
MAGAZINE GROUND STORAGE RESERVOIR
REHABILITATION

WHEREAS, on the 5th 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 Magazine Ground Storage Reservoir Rehabilitation; 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 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



BID LETTING

10:30 A.M.

FEBRUARY 27, 2024

MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION

The purpose of this meeting is to receive, open and tabulate bids for construction of the Magazine Ground Storage Reservoir Rehabilitation project in accordance with the Plans and Specifications prepared by Dixon Engineering.

Don Clark, Director of Municipal Utilities

Project Estimate of Cost \$386,000.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ☒	L.C. United Painting Co 3525 Barbara Drive Sterling Heights MI 48310	383,000 ⁰⁰	
2) ☒	Worldwide Industries Corp. 470 Mitchell Hill Road Butler PA 16002	465,365 ⁰⁰	
3) ☒	MW Cole Construction 2989 Bonifay Path The Villages, FL 32163	371,300 ⁰⁰	
4) ☒	Seven Brothers Painting Inc 50805 Rizzo Dr Shelby Twp MI 48315	481,600 ⁰⁰	
5) ☒	Viking Painting LLC 10905 Harrison St La Vista NE 68128	418,650 ⁰⁰	
6) ☐	Tanks Co. Inc Fort Worth TX 76134	412,500 ⁰⁰	

*Apparent Low Bidder

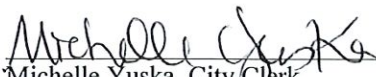
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	TMI Coatings 3291 Terminal Dr St Paul MN 55121	677,000 ^{ce}	
8) ✓	Tank Pro, Inc 5500 Watermelon Rd North Port, AL 35473	475,141 ^{ce}	
9) ✓	Slack Painting LLC 309 2nd St West Brandon MN 56315	439,530 ^{ce}	
10) ✓	O+J Coatings 1720 Cynthia Ln Hurst TX 76054	289,000 ^{ce}	
11) ✓	J.R. Stelzer Co. 5850 Russell Dr Ste 1 Lincoln NE 68507	333,250 ^{ce}	
12) ✓	Classic Protective Coatings Inc N 7670 State Rd 25 Menomonie WI 54751	416,730 ^{ce}	
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 4, 2024 at 5:30 P.M.

ATTEST:


Don Clark, Director of Municipal Utilities


Michelle Yuska, City Clerk

Ankeny, Iowa - 1,000,000 Gallon Reservoir Tank (Magazine)
2024 Water Tower Painting Project -February 27, 2024 - 10:30 a.m.

	LC United	Seven Brothers	O&J Coatings	TMI	Classic Protective	Viking Industrial
	Sterling Heights,	Shelby Twp.,	Hurst,	St. Paul,	Menomonie,	Omaha,
	MI	MI	TX	MN	WI	NE
Section 03 00 00						
Grout Repair (1)	2,500	500	1,000	2,000	500	2,000
Section 05 00 00						
Sidewall Manway (2)	12,000	8,900	10,000	12,000	10,900	11,000
Vandal Guard (3)	3,500	4,500	2,000	3,000	2,800	2,200
Sidewall Platform (4)	9,000	8,500	10,000	14,000	8,200	7,200
Roof Handrail Section (5)	11,000	6,500	8,000	5,000	7,400	13,400
Roof Vent (6)	7,000	6,700	8,000	12,000	6,500	9,500
Pilaster Welding (7)	3,000	5,000	2,000	4,000	4,300	3,000
Section 09 00 00						
Exterior Repaint w/ Containment (8)	298,000	396,000	218,000	580,000	341,230	329,950
Section 26 00 00						
Cathodic Protection System (9)	37,000	45,000	30,000	45,000	34,900	40,400
Project Total	383,000	481,600	289,000	677,000	416,730	418,650
Bid Bond	10%	10%	10%	10%	10%	10%

No Separate Envelope

Ankeny, Iowa - 1,000,000 Gallon Reservoir Tank (Magazine)
2024 Water Tower Painting Project -February 27, 2024 - 10:30 a.m.

	J.R. Stelzer	MW Cole	Slack Painting	Tank Pro	Tank Co.	Worldwide
	Lincoln,	The Villages,	Brandon,	Northport,	Fort Worth,	Butler,
	NE	FL	MN	AL	TX	PA2
Section 03 00 00						
Grout Repair (1)	800	800	750	500	1,500	800
Section 05 00 00						
Sidewall Manway (2)	10,200	12,000	8,500	7,000	10,000	16,420
Vandal Guard (3)	4,000	2,500	1,800	1,500	7,000	4,230
Sidewall Platform (4)	10,200	9,000	9,500	5,500	16,000	11,200
Roof Handrail Section (5)	7,800	4,000	8,000	8,800	20,000	7,800
Roof Vent (6)	7,000	9,000	9,000	7,000	8,000	8,000
Pilaster Welding (7)	12,000	4,000	2,500	5,000	12,000	2,500
Section 09 00 00						
Exterior Repaint w/ Containment (8)	239,750	305,000	359,480	406,841	298,000	366,415
Section 26 00 00						
Cathodic Protection System (9)	41,500	25,000	40,000	33,000	40,000	48,000
Project Total	333,250	371,300	439,530	475,141	412,500	465,365
Bid Bond	10%	10%	10%	10%	10%	10%

No Separate Envelope

No Separate Envelope

Ankeny, Iowa - 1,000,000 Gallon Reservoir Tank (Magazine)
2024 Water Tower Painting Project -February 27, 2024 - 10:30 a.m.

COST SUMMARY

Exterior repaint ith containment	290,000
Cathodic protection system	28,000
Roof handrail	25,000
Overflow pipe discharge modification	4,000
30 inch sidewall manway	10,000
Pressure vacuum roof vent	8,000
Step-off platform	10,000
Vandal guard	3,000
Weld pilaster bottoms	8,000
Subtotal	386,000

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION", 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 MAGAZINE GROUND STORAGE
RESERVOIR REHABILITATION

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 Magazine Ground Storage Reservoir Rehabilitation, described in the plans and specifications heretofore adopted by this Council on March 4, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: O & J Coatings of Hurst, Texas

Amount of bid: \$289,000.00

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



MUNICIPAL
UTILITIES
DEPARTMENT

1 in = 500 ft

Date: 1/29/2024



Magazine - Ground Storage Tank Project Location Map



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Proposed 2024 PCC Pavement Preservation Program - SE Shurfine Drive (PH 2024-13)

EXECUTIVE SUMMARY:

The 2024 PCC Pavement Preservation Program – SE Shurfine Drive project includes the following work on SE Shurfine Drive:

- full depth patching from east of South Ankeny Boulevard to just west of SE Hulsizer Road,
- crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Road, and
- diamond grinding from just east of SE Cortina Drive to just west of SE Hulsizer Road

The construction improvements include approximately 1,450 SY of 9” thick PCC full depth patching, 5,300 LF of crack and joint cleaning and filling, 5,000 SY of diamond grinding, removing and reconstructing storm sewer intakes, pavement markings, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 27, 2024. Four (4) bids were received as follows:

1. Caliber Concrete, LLC	\$290,338.00
2. Brothers Concrete	\$319,235.00
3. Iowa Civil Contracting, Inc.	\$379,222.00
4. The Concrete Contracting Company, Inc.	\$439,005.00

The Engineer's Estimate for the project was \$344,650.00. The bids ranged from approximately 16% below to 27% above the estimate. Caliber Concrete, LLC has completed 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 PCC Pavement Preservation Program – SE Shurfine Drive project to Caliber Concrete, LLC of Adair, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than July 8, 2024.

The Contractor shall substantially complete the overall project within forty (40) working days. Substantial completion for the overall project shall be defined as all grading and pavement construction completed, diamond grinding completed, and joints and cracks cleaned and filled, with the new pavement markings installed, and the streets and driveways fully open to traffic. The Contractor shall fully complete the overall project within five (5) working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 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 (\$344,650.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2024 PCC Pavement Preservation Program – SE Shurfine Drive project.
3. Receive and file the report of bids received on February 27, 2024.
4. Approve Resolution, making award of construction contract to Caliber Concrete, LLC of Adair, Iowa.

5. Approve Resolution, approving contract and bonds with Caliber Concrete, LLC in the amount of \$290,338.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 5, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as February 27, 2024, and setting the public hearing date as March 4, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** 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** making award of construction contract with Caliber Concrete, LLC in the amount of \$290,338.00; and 4) adopt **RESOLUTION** approving contract and bonds with Caliber Concrete, LLC in the amount of \$290,338.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 Resolution - Making Award
 Resolution - 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 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE DRIVE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE 2024
PCC PAVEMENT PRESERVATION PROGRAM - SE
SHURFINE DRIVE

WHEREAS, on the 5th 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 2024 PCC Pavement Preservation Program - SE Shurfine Drive; 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 4th day of March, 2024.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

FEBRUARY 27, 2024

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2024 PCC Pavement Preservation Program – SE Shurfine Drive project in accordance with the Plans and Specifications prepared by City of Ankeny Public Works.

Amy Quartell, City Engineer

Project Estimate of Cost \$344,650.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ☒	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	319,235 ⁰⁰	
2) ☒	The Concrete Contracting Co PO Box 556 Grimes IA 50111	439,005 ⁰⁰	
3) ☒	Tower Civil Contracting Inc 1106 3rd St Victor IA 52347	379,222 ⁰⁰	
*4) ☒	Caliber Concrete LLC 309 Audubon St Adair IA 50002	290,338 ⁰⁰	
5) ☐			
6) ☐			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____	_____	_____

8) _____	_____	_____	_____

9) _____	_____	_____	_____

10) _____	_____	_____	_____

11) _____	_____	_____	_____

12) _____	_____	_____	_____

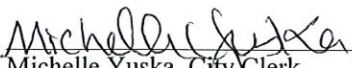
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 4, 2024 at 5:30 P.M.

ATTEST:


 Amy Quartell, City Engineer


 Michelle Yuska, City Clerk

Bid Tabulation																		
2024 PCC Pavement Preservation Program - SE Shurfine Drive																		
February 27, 2024																		
				Engineer's Estimate			Caliber Concrete, LLC			Brothers Concrete			Iowa Civil Contracting, Inc.			The Conctete Contracting Co.		
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
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-A	Intake, Type SW-501, 3'-0" x 2'-0", Cast-In-Place	EA	1	\$ 5,500.00	\$ 5,500.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,850.00	\$ 4,850.00	1	\$ 6,820.00	\$ 6,820.00	1	\$ 5,000.00	\$ 5,000.00
6.02	6010-A	Intake, Type SW-503, 3'-0" x 6'-0", Cast-In-Place	EA	3	\$ 7,500.00	\$ 22,500.00	3	\$ 5,000.00	\$ 15,000.00	3	\$ 8,650.00	\$ 25,950.00	3	\$ 9,130.00	\$ 27,390.00	3	\$ 7,850.00	\$ 23,550.00
6.03	6010-H-2	Remove Intake	EA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,200.00	\$ 4,800.00	4	\$ 1,100.00	\$ 4,400.00	4	\$ 1,500.00	\$ 6,000.00
		STREETS AND RELATED WORK																
7.01	7040-A	Full Depth Patches, PCC, 9" Thick, Class C-SUD	SY	1,450	\$ 140.00	\$ 203,000.00	1,450	\$ 111.16	\$ 161,182.00	1,450	\$ 98.50	\$ 142,825.00	1,450	\$ 154.16	\$ 223,532.00	1,450	\$ 135.00	\$ 195,750.00
7.02	7040-B	Subbase Over-excavation, 6" Depth	SY	200	\$ 15.00	\$ 3,000.00	200	\$ 32.83	\$ 6,566.00	200	\$ 25.00	\$ 5,000.00	200	\$ 25.35	\$ 5,070.00	200	\$ 25.00	\$ 5,000.00
7.03	7040-D	Crack and Joint Cleaning and Filling, Hot Pour	LF	6,000	\$ 3.00	\$ 18,000.00	6,000	\$ 2.00	\$ 12,000.00	6,000	\$ 3.75	\$ 22,500.00	6,000	\$ 2.00	\$ 12,000.00	6,000	\$ 2.75	\$ 16,500.00
7.04	7040-F	Diamond Grinding	SY	4,850	\$ 7.00	\$ 33,950.00	4,850	\$ 11.00	\$ 53,350.00	4,850	\$ 15.00	\$ 72,750.00	4,850	\$ 7.00	\$ 33,950.00	4,850	\$ 25.30	\$ 122,705.00
		TRAFFIC CONTROL																
8.01	8020-C	Painted Pavement Markings, Durable	STA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,575.00	\$ 6,300.00	4	\$ 550.00	\$ 2,200.00	4	\$ 605.00	\$ 2,420.00	4	\$ 1,150.00	\$ 4,600.00
8.02	8020-M	Grooves Cut for Pavement Markings	STA	4	\$ 1,000.00	\$ 4,000.00	4	\$ 1,575.00	\$ 6,300.00	4	\$ 390.00	\$ 1,560.00	4	\$ 429.00	\$ 1,716.00	4	\$ 250.00	\$ 1,000.00
8.03	8030-A	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 13,550.00	\$ 13,550.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 22,500.00	\$ 22,500.00
8.04	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 200.00	\$ 2,000.00	10	\$ 210.00	\$ 2,100.00	10	\$ 225.00	\$ 2,250.00	10	\$ 248.00	\$ 2,480.00	10	\$ 300.00	\$ 3,000.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.1	\$ 3,000.00	\$ 300.00	0.1	\$ 15,000.00	\$ 1,500.00	0.1	\$ 4,500.00	\$ 450.00	0.1	\$ 16,500.00	\$ 1,650.00	0.1	\$ 15,000.00	\$ 1,500.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.1	\$ 20,000.00	\$ 2,000.00	0.1	\$ 15,000.00	\$ 1,500.00	0.1	\$ 4,500.00	\$ 450.00	0.1	\$ 16,500.00	\$ 1,650.00	0.1	\$ 15,000.00	\$ 1,500.00
9.03	9040-T-1	Inlet Protection Device, Surface-applied	EA	4	\$ 100.00	\$ 400.00	4	\$ 75.00	\$ 300.00	4	\$ 175.00	\$ 700.00	4	\$ 82.50	\$ 330.00	4	\$ 100.00	\$ 400.00
9.04	9040-T-1	Inlet Protection Device, Drop-in	EA	4	\$ 200.00	\$ 800.00	4	\$ 150.00	\$ 600.00	4	\$ 175.00	\$ 700.00	4	\$ 165.00	\$ 660.00	4	\$ 200.00	\$ 800.00
9.05	9040-T-2	Inlet Protection Device, Maintenance	EA	4	\$ 50.00	\$ 200.00	4	\$ 35.00	\$ 140.00	4	\$ 50.00	\$ 200.00	4	\$ 38.50	\$ 154.00	4	\$ 50.00	\$ 200.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 9,000.00	\$ 9,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 30,000.00	\$ 30,000.00	1	\$ 26,500.00	\$ 26,500.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,500.00	\$ 2,500.00
TOTAL AMOUNT BID =				\$ 344,650.00			\$ 290,338.00			\$ 319,235.00			\$ 379,222.00			\$ 439,005.00		

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE DRIVE", 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 2024 PCC PAVEMENT
PRESERVATION PROGRAM - SE SHURFINE DRIVE

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 2024 PCC Pavement Preservation Program - SE Shurfine Drive, described in the plans and specifications heretofore adopted by this Council on March 4, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Caliber Concrete, LLC of Adair, Iowa

Amount of bid: \$290,338.00

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE DRIVE", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2024 PCC PAVEMENT
PRESERVATION PROGRAM - SE SHURFINE DRIVE**

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 2024 PCC Pavement Preservation Program - SE Shurfine Drive, 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: Caliber Concrete, LLC of Adair, Iowa

Amount of bid: \$290,338.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



2024 PCC Pavement Preservation - SE Shurfine Dr
Map is for Locational Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 4th 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 Caliber Concrete, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

The **2024 PCC Pavement Preservation Program – SE Shurfine Drive** project includes the following work on SE Shurfine Drive:

- full depth patching from east of South Ankeny Boulevard to just west of SE Hulsizer Road,
- crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Road, and
- diamond grinding from just east of SE Cortina Drive to just west of SE Hulsizer Road

The construction improvements include approximately 1,450 SY of 9" thick PCC full depth patching, 5,300 LF of crack and joint cleaning and filling, 5,000 SY of diamond grinding, removing and reconstructing storm sewer intakes, pavement markings, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Ninety Thousand Three Hundred Thirty-Eight and 00/100 DOLLARS (\$290,338.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all grading and pavement construction completed, diamond grinding completed, and joints and cracks cleaned and filled, with the new pavement markings installed, and the streets and driveways fully open to traffic. **In general, a mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays. Site 2 does require work between 6:30 PM on Friday and 9:00 PM on Saturday and a working day will be charged on that specific Saturday that is worked.** 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 substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **five (5) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary 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).

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

JURISDICTION:

By _____

(Seal)

ATTEST:

CONTRACTOR:

Caliber Concrete LLC

Contractor

By

[Signature]

Signature

Coowner

Title

309 Audubon St.

Street Address

Adair Ia. 50002

City, State, Zip Code

515-490-7633

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number CLC55-26 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE 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____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

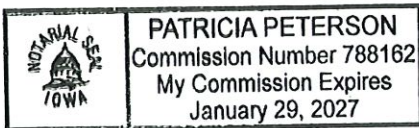
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Adair County)

On this 28th day of February, 2024, before me a Notary Public in and for said county, personally appeared Jason Martin, to me personally known, who being by me duly sworn did say that person is CO owner of said Caliber Concrete LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Caliber Concrete LLC, and that said instrument was signed and sealed on behalf of the said Caliber Concrete LLC, by authority of its managers and the said Jason Martin acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.



Patricia Peterson
Notary Public in and for the State of Iowa
My commission expires January 29, 2027

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
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, Type SW-501, 3'-0" x 2'-0", Cast-In-Place	EA	1	\$ 4,000.00	\$ 4,000.00
6.02	Intake, Type SW-503, 3'-0" x 6'-0", Cast-In-Place	EA	3	\$ 5,000.00	\$ 15,000.00
6.03	Remove Intake	EA	4	\$ 1,000.00	\$ 4,000.00
	STREETS AND RELATED WORK				
7.01	Full Depth Patches, PCC, 9" Thick, Class C-SUD	SY	1,450	\$ 111.16	\$ 161,182.00
7.02	Subbase Over-excavation, 6" Depth	SY	200	\$ 32.83	\$ 6,566.00
7.03	Crack and Joint Cleaning and Filling, Hot Pour	LF	6,000	\$ 2.00	\$ 12,000.00
7.04	Diamond Grinding	SY	4,850	\$ 11.00	\$ 53,350.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	4	\$ 1,575.00	\$ 6,300.00
8.02	Grooves Cut for Pavement Markings	STA	4	\$ 1,575.00	\$ 6,300.00
8.03	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	10	\$ 210.00	\$ 2,100.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.1	\$ 15,000.00	\$ 1,500.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.1	\$ 15,000.00	\$ 1,500.00
9.03	Inlet Protection Device, Surface-applied	EA	4	\$ 75.00	\$ 300.00
9.04	Inlet Protection Device, Drop-in	EA	4	\$ 150.00	\$ 600.00
9.05	Inlet Protection Device, Maintenance	EA	4	\$ 35.00	\$ 140.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 9,000.00	\$ 9,000.00
11.02	Concrete Washout	LS	1	\$ 1,500.00	\$ 1,500.00

TOTAL CONTRACT AMOUNT =

\$ 290,338.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Caliber Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and Westfield Insurance Group, 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 Ninety Thousand Three Hundred Thirty-Eight and 00/100 DOLLARS (\$290,338.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 4th day of March, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

The 2024 PCC Pavement Preservation Program – SE Shurfine Drive project includes the following work on SE Shurfine Drive:

- full depth patching from east of South Ankeny Boulevard to just west of SE Hulsizer Road,
- crack and joint cleaning and filling from SE Green Park Circle to just west of SE Hulsizer Road, and
- diamond grinding from just east of SE Cortina Drive to just west of SE Hulsizer Road

The construction improvements include approximately 1,450 SY of 9" thick PCC full depth patching, 5,300 LF of crack and joint cleaning and filling, 5,000 SY of diamond grinding, removing and reconstructing storm sewer intakes, pavement markings, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 4th day of March, 2024.

PRINCIPAL:

Caliber Concrete LLC

Contractor

By

[Signature]
Signature

Member

Title

SURETY:

Westfield Insurance Group

Surety Company

By

[Signature]
Signature Attorney-in-Fact Officer

E. A. von Harz

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC

Company Name

4200 University Ave, Suite 200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-244-0166

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.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORBACH, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of JUNE A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of March A.D., 2024 .



Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com	FAX (A/C, No): 515-453-9357
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Middlesex Insurance Company		23434
INSURER B : Midwest Builders' Casualty Mutual Company		13126
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1507036173**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0217146	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC100-0001914-2023A	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 2024 PCC Pavement Preservation Program - SE Shurfine Drive

City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to the General Liability policy per form CG2010 (12/19)

City of Ankeny is an Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (12/19)

CERTIFICATE HOLDER**CANCELLATION**Ankeny City Hall
410 West 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

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ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Proposed SW Magazine Road & SW State Street Intersection Improvements - West Leg (PH 2024-14)

EXECUTIVE SUMMARY:

The SW Magazine Road & SW State Street Intersection Improvements - West Leg project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street in the City of Ankeny.

The construction improvements include approximately 230 SY of 9" thick PCC Class C-SUD street pavement, 1,130 SY of 8" thick PCC Class C-SUD street pavement, and the relocation of the existing traffic signal pole and mast arm at the southeast corner of SW Magazine Road & SW State Street. Other associated improvements include Class 10 excavation, subgrade preparation, granular subbase, paved medians, driveways, sidewalks, pedestrian ramp improvements, relocation of pedestrian push buttons, pavement markings, temporary and permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 27, 2024. Ten (10) bids were received as follows:

1.	Manatt's Inc	\$295,089.02
2.	Sternquist Construction	\$304,873.00
3.	Concrete Technologies Inc.	\$328,388.32
4.	TK Concrete Inc.	\$346,990.00
5.	Brothers Concrete	\$351,881.52
6.	Reilly Construction Co. Inc.	\$356,875.75
7.	Alliance Construction Group	\$359,898.75
8.	Absolute Group	\$369,873.50
9.	Concrete Professionals	\$389,508.30
10.	All Star Concrete LLC	\$399,460.75

The Engineer's Estimate for the project was \$ 405,610.00. The bids ranged from approximately 27% to 2% below the estimate. Manatt's, Inc. 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg project to Manatt's, Inc. of Johnston, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than June 10, 2024.

The Contractor shall substantially complete the overall project in 40 working days. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed; with all pavement markings and signs installed, all streets, driveways, and sidewalks fully open to traffic, and the traffic signal fully operational. The Contractor shall fully complete the overall project in 10 working days immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. 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.

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 (\$405,610.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SW Magazine Road & SW State Street Intersection Improvements - West Leg project.
3. Receive and file the report of bids received on February 27, 2024.
4. Approve Resolution, making award of construction contract to Manatt's, Inc. of Johnston, Iowa.
5. Approve Resolution, approving contract and bonds with Manatt's, Inc. in the amount of \$295,089.02.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 5, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as February 27, 2024, and setting the public hearing date as March 4, 2024.

PUBLIC OUTREACH EFFORTS:

The Engineer, Nilles Associates Inc, has engaged the adjacent properties to the north and south of the construction limits along SW Magazine Road via phone calls and email to make them aware of the proposed reconstruction and how their accesses will be affected post construction. In addition, periodic update letters will be sent to affected properties throughout the duration of construction.

ACTION REQUESTED:

Action: Consider motion to adopt 1)**RESOLUTION**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**making award of construction contract with Manatt's, Inc. in the amount of \$295,089.02 approving contract and bonds with Manatt's, Inc. in the amount of \$295,089.02.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
Resolution - Making Award
Resolution - 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 SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG", 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 SW
MAGAZINE ROAD & SW STATE STREET INTERSECTION
IMPROVEMENTS - WEST LEG

WHEREAS, on the 5th 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg; 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 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



BID LETTING

10:30 A.M.

FEBRUARY 27, 2024

SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW Magazine Road & SW State Street Intersection Improvements – West Leg project in accordance with the Plans and Specifications prepared by Nilles Associates, Inc.

Amy Quartell, City Engineer

Project Estimate of Cost \$405,610.00

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	355,276 ⁵²	
* 2) ✓	Maratt's Inc 6333 NW Beaver Rd Johnston IA 50131	295,089 ⁰²	
3) ✓	Concrete Professionals PO Box 7 Altoona IA 50009	389,508 ³⁰	
4) ✓	Concrete Technologies Inc 1001 SE 37 th St Grimes IA 50111	328,388 ³²	
5) ✓	Sternquist Construction 1110 N 14 th St Indianola IA 50125	304,873 ⁰⁰	
6) ✓	Reilly Construction Co Inc 110 main St Ossian IA 52161	356,875 ⁷⁵	

*Apparent Low Bidder

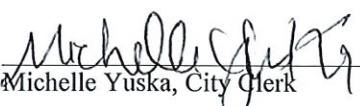
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ☒	Absolute Group PO Box 430 Granger IA 50109	369,873 ⁵⁰	
8) ☒	Alliance Construction Group 9400 Plum Dr Ste 100 Urbandale IA 50322	359,898 ⁷⁵	
9) ☒	TK Concrete Inc 1608 Fi-field Rd Pella IA 50219	346,990 ⁰⁰	
10) ☒	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	399,460 ⁷⁵	
11) ☐			
12) ☐			
13) ☐			

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of March 4, 2024 at 5:30 P.M.

ATTEST:


Amy Quartell, City Engineer


Michelle Yuska, City Clerk

Bid Tabulation SW Magazine Road & SW State Street Intersection Improvements - West Leg Widening SW Magazine Road to add a second east bound through lane. February 27, 2024																		
Item No.	SUDAS No.	Item	Unit	Engineer's Estimate			Manatts, Inc.			Sternquist Construction			Concrete Technologies Inc.			TK Concrete, Inc.		
				Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																
2.01	2010-D-1	Topsoil, On-site	CY	250	\$ 30.00	\$ 7,500.00	250	\$ 30.00	\$ 7,500.00	250	\$ 12.60	\$ 3,150.00	250	\$ 12.50	\$ 3,125.00	250	\$ 12.00	\$ 3,000.00
2.02	2010-E	Excavation, Class 10	CY	250	\$ 30.00	\$ 7,500.00	250	\$ 25.00	\$ 6,250.00	250	\$ 8.10	\$ 2,025.00	250	\$ 8.00	\$ 2,000.00	250	\$ 15.00	\$ 3,750.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	1,660	\$ 6.00	\$ 9,960.00	1,660	\$ 5.00	\$ 8,300.00	1,660	\$ 3.00	\$ 4,980.00	1,660	\$ 3.00	\$ 4,980.00	1,660	\$ 2.50	\$ 4,150.00
2.04	2010-J	Subbase, Granular, 6" Depth	SY	230	\$ 20.00	\$ 4,600.00	230	\$ 38.00	\$ 8,740.00	230	\$ 18.15	\$ 4,174.50	230	\$ 18.00	\$ 4,140.00	230	\$ 13.50	\$ 3,105.00
2.05	2010-M	Compaction Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,525.00	\$ 2,525.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,000.00	\$ 2,000.00
		TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 525.00	\$ 525.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,000.00	\$ 1,000.00
		SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 200.00	\$ 3,600.00	18	\$ 200.00	\$ 3,600.00	18	\$ 202.00	\$ 3,636.00	18	\$ 200.00	\$ 3,600.00	18	\$ 100.00	\$ 1,800.00
		WATER MAINS AND APPURTENANCES																
5.01	5020-C	Relocate Fire Hydrant Assembly	EA	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,525.00	\$ 2,525.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 5,000.00	\$ 5,000.00
5.02	5020-G	Valve Adjustment (8" Gate Valve)	EA	5	\$ 1,500.00	\$ 7,500.00	5	\$ 300.00	\$ 1,500.00	5	\$ 303.00	\$ 1,515.00	5	\$ 300.00	\$ 1,500.00	5	\$ 500.00	\$ 2,500.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 3,000.00	\$ 3,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,050.00	\$ 5,050.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,250.00	\$ 5,250.00
6.02	6010-F-1	Manhole Adjustment, Major, Sanitary	EA	1	\$ 6,000.00	\$ 6,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,525.00	\$ 2,525.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00
6.03	6010-H-2	Intake Removal	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,515.00	\$ 1,515.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 500.00	\$ 500.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 125.00	\$ 28,750.00	230	\$ 73.50	\$ 16,905.00	230	\$ 80.00	\$ 18,400.00	230	\$ 96.50	\$ 22,195.00	230	\$ 90.00	\$ 20,700.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 100.00	\$ 113,000.00	1,130	\$ 63.50	\$ 71,755.00	1,130	\$ 72.00	\$ 81,360.00	1,130	\$ 74.00	\$ 83,620.00	1,130	\$ 81.50	\$ 92,095.00
7.03	7010-G	Concrete Median, Class C, 6" Thick	SY	135	\$ 125.00	\$ 16,875.00	135	\$ 65.50	\$ 8,842.50	135	\$ 70.00	\$ 9,450.00	135	\$ 84.25	\$ 11,373.75	135	\$ 100.00	\$ 13,500.00
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,400.00	\$ 1,400.00	1	\$ 4,600.00	\$ 4,600.00	1	\$ 6,000.00	\$ 6,000.00
7.05	7030-A-1	Removal of Sidewalk	SY	175	\$ 17.00	\$ 2,975.00	175	\$ 10.00	\$ 1,750.00	175	\$ 18.15	\$ 3,176.25	175	\$ 18.00	\$ 3,150.00	175	\$ 12.00	\$ 2,100.00
7.06	7030-A-3	Removal of Driveway	SY	210	\$ 17.00	\$ 3,570.00	210	\$ 12.00	\$ 2,520.00	210	\$ 14.65	\$ 3,076.50	210	\$ 14.50	\$ 3,045.00	210	\$ 12.50	\$ 2,625.00
7.07	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 60.00	\$ 7,800.00	130	\$ 39.00	\$ 5,070.00	130	\$ 47.00	\$ 6,110.00	130	\$ 72.00	\$ 9,360.00	130	\$ 60.00	\$ 7,800.00
7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 100.00	\$ 2,500.00	25	\$ 109.00	\$ 2,725.00	25	\$ 100.00	\$ 2,500.00	25	\$ 168.50	\$ 4,212.50	25	\$ 100.00	\$ 2,500.00
7.09	7030-G	Detectable Warning, Galvanized Steel	SF	56	\$ 60.00	\$ 3,360.00	56	\$ 55.00	\$ 3,080.00	56	\$ 51.00	\$ 2,856.00	56	\$ 40.00	\$ 2,240.00	56	\$ 50.00	\$ 2,800.00
7.10	7030-H-1	Pavement Removal	SY	720	\$ 25.00	\$ 18,000.00	720	\$ 9.00	\$ 6,480.00	720	\$ 14.65	\$ 10,548.00	720	\$ 14.50	\$ 10,440.00	720	\$ 14.00	\$ 10,080.00
7.11	7040-H	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 115.00	\$ 19,550.00	170	\$ 54.60	\$ 9,282.00	170	\$ 58.00	\$ 9,860.00	170	\$ 56.25	\$ 9,562.50	170	\$ 70.00	\$ 11,900.00
		TRAFFIC CONTROL																
8.01	8010-999-A	Traffic Signal Modification	LS	1	\$ 35,000.00	\$ 35,000.00	1	\$ 43,949.52	\$ 43,949.52	1	\$ 40,700.00	\$ 40,700.00	1	\$ 40,500.00	\$ 40,500.00	1	50000	\$ 50,000.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	20	\$ 200.00	\$ 4,000.00	20	\$ 400.00	\$ 8,000.00	20	\$ 404.00	\$ 8,080.00	20	\$ 400.00	\$ 8,000.00	20	\$ 480.00	\$ 9,600.00
8.03	8020-G	Painted Symbols and Legends, Durable	EA	3	\$ 400.00	\$ 1,200.00	3	\$ 450.00	\$ 1,350.00	3	\$ 454.50	\$ 1,363.50	3	\$ 450.00	\$ 1,350.00	3	\$ 540.00	\$ 1,620.00
8.04	8020-K	Pavement Markings Removed	STA	50	\$ 100.00	\$ 5,000.00	50	\$ 50.00	\$ 2,500.00	50	\$ 50.50	\$ 2,525.00	50	\$ 50.00	\$ 2,500.00	50	\$ 70.00	\$ 3,500.00
8.05	8020-L	Symbols and Legends Removed	EA	4	\$ 200.00	\$ 800.00	4	\$ 125.00	\$ 500.00	4	\$ 126.25	\$ 505.00	4	\$ 125.00	\$ 500.00	4	\$ 150.00	\$ 600.00
8.06	8020-M	Grooves Cut for Pavement Markings	STA	20	\$ 300.00	\$ 6,000.00	20	\$ 275.00	\$ 5,500.00	20	\$ 277.75	\$ 5,555.00	20	\$ 275.00	\$ 5,500.00	20	\$ 330.00	\$ 6,600.00
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00	3	\$ 200.00	\$ 600.00	3	\$ 202.00	\$ 606.00	3	\$ 200.00	\$ 600.00	3	\$ 250.00	\$ 750.00
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 21,900.00	\$ 21,900.00	1	\$ 22,120.00	\$ 22,120.00	1	\$ 22,000.00	\$ 22,000.00	1	\$ 24,500.00	\$ 24,500.00
8.09	8030-A	Portable Dynamic Message Signs	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 225.00	\$ 4,500.00	20	\$ 227.25	\$ 4,545.00	20	\$ 225.00	\$ 4,500.00	20	\$ 270.00	\$ 5,400.00
8.10	8040-A	Traffic Signs	EA	5	\$ 200.00	\$ 1,000.00	5	\$ 450.00	\$ 2,250.00	5	\$ 454.50	\$ 2,272.50	5	\$ 450.00	\$ 2,250.00	5	\$ 550.00	\$ 2,750.00
8.11	8040-I	Remove and Reinstall Traffic Signs	EA	5	\$ 200.00	\$ 1,000.00	5	\$ 450.00	\$ 2,250.00	5	\$ 454.50	\$ 2,272.50	5	\$ 450.00	\$ 2,250.00	5	\$ 550.00	\$ 2,750.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 1,500.00	\$ 390.00	0.26	\$ 4,000.00	\$ 1,040.00	0.26	\$ 6,000.00	\$ 1,560.00	0.26	\$ 3,956.00	\$ 1,028.56	0.26	\$ 4,000.00	\$ 1,040.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 3,000.00	\$ 780.00	0.26	\$ 3,000.00	\$ 780.00	0.26	\$ 3,350.00	\$ 871.00	0.26	\$ 2,866.15	\$ 745.20	0.26	\$ 1,250.00	\$ 325.00
9.03	9030-A	Tree Removal and Relocation	EA	3	\$ 500.00	\$ 1,500.00	3	\$ 200.00	\$ 600.00	3	\$ 775.00	\$ 2,325.00	3	\$ 616.70	\$ 1,850.10	3	\$ 500.00	\$ 1,500.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 5,000.00	\$ 2,600.00	0.52	\$ 5,000.00	\$ 2,600.00	0.52	\$ 3,990.00	\$ 2,074.80	0.52	\$ 2,898.00	\$ 1,506.96	0.52	\$ 10,000.00	\$ 5,200.00
9.05	9040-T-1	Inlet Protection Device, Surface-Applied	EA	1	\$ 200.00	\$ 200.00	1	\$ 75.00	\$ 75.00	1	\$ 247.45	\$ 247.45	1	\$ 476.50	\$ 476.50	1	\$ 150.00	\$ 150.00
9.06	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$ 200.00	\$ 400.00	2	\$ 150.00	\$ 300.00	2	\$ 247.45	\$ 494.90	2	\$ 193.25	\$ 386.50	2	\$ 225.00	\$ 450.00
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 50.00	\$ 100.00	2	\$ 35.00	\$ 70.00	2	\$ 95.95	\$ 191.90	2	\$ 275.00	\$ 550.00	2	\$ 50.00	\$ 100.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 22,306.20	\$ 22,306.20	1	\$ 32,500.00	\$ 32,500.00	1	\$ 20,500.00	\$ 20,500.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 3,000.00	\$ 3,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 900.00	\$ 900.00	1	\$ 750.75	\$ 750.75	1	\$ 2,000.00	\$ 2,000.00
TOTAL AMOUNT BID =					\$ 405,610.00			\$ 295,089.02			\$ 304,873.00		\$ 328,388.32		\$ 346,990.00			

Bid Tabulation SW Magazine Road & SW State Street Intersection Improvements - West Leg Widening SW Magazine Road to add a second east bound through lane. February 27, 2024																		
				Brothers Concrete			Reilly Construction Co Inc			Alliance Construction Group, LLC			Absolute Group			Concrete Professionals		
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-D-1	Topsoil, On-site	CY	250	\$ 21.00	\$ 5,250.00	250	\$ 50.00	\$ 12,500.00	250	\$ 19.25	\$ 4,812.50	250	\$ 16.00	\$ 4,000.00	250	\$ 27.50	\$ 6,875.00
2.02	2010-E	Excavation, Class 10	CY	250	\$ 15.00	\$ 3,750.00	250	\$ 50.00	\$ 12,500.00	250	\$ 31.00	\$ 7,750.00	250	\$ 19.25	\$ 4,812.50	250	\$ 41.80	\$ 10,450.00
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	1,660	\$ 2.50	\$ 4,150.00	1,660	\$ 5.00	\$ 8,300.00	1,660	\$ 5.00	\$ 8,300.00	1,660	\$ 3.50	\$ 5,810.00	1,660	\$ 3.85	\$ 6,391.00
2.04	2010-J	Subbase, Granular, 6" Depth	SY	230	\$ 18.00	\$ 4,140.00	230	\$ 25.00	\$ 5,750.00	230	\$ 18.00	\$ 4,140.00	230	\$ 28.50	\$ 6,555.00	230	\$ 15.65	\$ 3,599.50
2.05	2010-M	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,625.00	\$ 3,625.00	1	\$ 2,310.00	\$ 2,310.00
		TRENCH AND TRENCHLESS CONSTRUCTION																
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,555.00	\$ 1,555.00	1	\$ 1,210.00	\$ 1,210.00
		SEWERS AND DRAINS																
4.01	4020-A-1	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 182.00	\$ 3,276.00	18	\$ 275.00	\$ 4,950.00	18	\$ 155.00	\$ 2,790.00	18	\$ 205.00	\$ 3,690.00	18	\$ 227.00	\$ 4,086.00
		WATER MAINS AND APPURTENANCES																
5.01	5020-C	Relocate Fire Hydrant Assembly	EA	1	\$ 7,245.00	\$ 7,245.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 2,200.00	\$ 2,200.00	1	\$ 2,550.00	\$ 2,550.00	1	\$ 2,095.00	\$ 2,095.00
5.02	5020-G	Valve Adjustment (8" Gate Valve)	EA	5	\$ 280.00	\$ 1,400.00	5	\$ 575.00	\$ 2,875.00	5	\$ 305.00	\$ 1,525.00	5	\$ 195.00	\$ 975.00	5	\$ 360.00	\$ 1,800.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-B	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 5,130.00	\$ 5,130.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,700.00	\$ 3,700.00	1	\$ 3,825.00	\$ 3,825.00	1	\$ 3,925.00	\$ 3,925.00
6.02	6010-F-1	Manhole Adjustment, Major, Sanitary	EA	1	\$ 4,500.00	\$ 4,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,825.00	\$ 2,825.00	1	\$ 1,520.00	\$ 1,520.00
6.03	6010-H-2	Intake Removal	EA	1	\$ 980.00	\$ 980.00	1	\$ 900.00	\$ 900.00	1	\$ 1,025.00	\$ 1,025.00	1	\$ 650.00	\$ 650.00	1	\$ 930.00	\$ 930.00
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 86.00	\$ 19,780.00	230	\$ 77.00	\$ 17,710.00	230	\$ 95.00	\$ 21,850.00	230	\$ 138.25	\$ 31,797.50	230	\$ 145.00	\$ 33,350.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 75.00	\$ 84,750.00	1,130	\$ 66.75	\$ 75,427.50	1,130	\$ 82.00	\$ 92,660.00	1,130	\$ 94.50	\$ 106,785.00	1,130	\$ 94.50	\$ 106,785.00
7.03	7010-G	Concrete Median, Class C, 6" Thick	SY	135	\$ 115.00	\$ 15,525.00	135	\$ 68.75	\$ 9,281.25	135	\$ 65.00	\$ 8,775.00	135	\$ 98.00	\$ 13,230.00	135	\$ 82.50	\$ 11,137.50
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 7,000.00	\$ 7,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,530.00	\$ 2,530.00
7.05	7030-A-1	Removal of Sidewalk	SY	175	\$ 15.00	\$ 2,625.00	175	\$ 25.00	\$ 4,375.00	175	\$ 11.25	\$ 1,968.75	175	\$ 6.50	\$ 1,137.50	175	\$ 12.40	\$ 2,170.00
7.06	7030-A-3	Removal of Driveway	SY	210	\$ 15.00	\$ 3,150.00	210	\$ 25.00	\$ 5,250.00	210	\$ 12.75	\$ 2,677.50	210	\$ 6.50	\$ 1,365.00	210	\$ 12.40	\$ 2,604.00
7.07	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 65.00	\$ 8,450.00	130	\$ 41.00	\$ 5,330.00	130	\$ 49.00	\$ 6,370.00	130	\$ 62.00	\$ 8,060.00	130	\$ 130.00	\$ 16,900.00
7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 75.00	\$ 1,875.00	25	\$ 114.50	\$ 2,862.50	25	\$ 57.00	\$ 1,425.00	25	\$ 84.00	\$ 2,100.00	25	\$ 318.00	\$ 7,950.00
7.09	7030-G	Detectable Warning, Galvanized Steel	SF	56	\$ 55.00	\$ 3,080.00	56	\$ 57.75	\$ 3,234.00	56	\$ 130.00	\$ 7,280.00	56	\$ 68.00	\$ 3,808.00	56	\$ 48.00	\$ 2,688.00
7.10	7030-H-1	Pavement Removal	SY	720	\$ 18.00	\$ 12,960.00	720	\$ 25.00	\$ 18,000.00	720	\$ 22.75	\$ 16,380.00	720	\$ 15.00	\$ 10,800.00	720	\$ 16.50	\$ 11,880.00
7.11	7040-H	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 85.00	\$ 14,450.00	170	\$ 57.50	\$ 9,775.00	170	\$ 61.00	\$ 10,370.00	170	\$ 75.00	\$ 12,750.00	170	\$ 87.75	\$ 14,917.50
		TRAFFIC CONTROL																
8.01	8010-999-A	Traffic Signal Modification	LS	1	\$ 43,949.52	\$ 43,949.52	1	\$ 42,500.00	\$ 42,500.00	1	\$ 41,000.00	\$ 41,000.00	1	\$ 41,000.00	\$ 41,000.00	1	\$ 44,250.00	\$ 44,250.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	20	\$ 400.00	\$ 8,000.00	20	\$ 420.00	\$ 8,400.00	20	\$ 450.00	\$ 9,000.00	20	\$ 400.00	\$ 8,000.00	20	\$ 325.00	\$ 6,500.00
8.03	8020-G	Painted Symbols and Legends, Durable	EA	3	\$ 450.00	\$ 1,350.00	3	\$ 472.50	\$ 1,417.50	3	\$ 450.00	\$ 1,350.00	3	\$ 450.00	\$ 1,350.00	3	\$ 240.00	\$ 720.00
8.04	8020-K	Pavement Markings Removed	STA	50	\$ 50.00	\$ 2,500.00	50	\$ 52.50	\$ 2,625.00	50	\$ 50.00	\$ 2,500.00	50	\$ 50.00	\$ 2,500.00	50	\$ 44.00	\$ 2,200.00
8.05	8020-L	Symbols and Legends Removed	EA	4	\$ 125.00	\$ 500.00	4	\$ 131.25	\$ 525.00	4	\$ 125.00	\$ 500.00	4	\$ 125.00	\$ 500.00	4	\$ 110.00	\$ 440.00
8.06	8020-M	Grooves Cut for Pavement Markings	STA	20	\$ 275.00	\$ 5,500.00	20	\$ 288.75	\$ 5,775.00	20	\$ 275.00	\$ 5,500.00	20	\$ 275.00	\$ 5,500.00	20	\$ 215.00	\$ 4,300.00
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00	3	\$ 210.00	\$ 630.00	3	\$ 200.00	\$ 600.00	3	\$ 200.00	\$ 600.00	3	\$ 220.00	\$ 660.00
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 21,900.00	\$ 21,900.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 23,000.00	\$ 23,000.00	1	\$ 23,000.00	\$ 23,000.00	1	\$ 31,340.00	\$ 31,340.00
8.09	8030-A	Portable Dynamic Message Signs	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 236.25	\$ 4,725.00	20	\$ 225.00	\$ 4,500.00	20	\$ 225.00	\$ 4,500.00	20	\$ 275.00	\$ 5,500.00
8.10	8040-A	Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5	\$ 472.50	\$ 2,362.50	5	\$ 450.00	\$ 2,250.00	5	\$ 450.00	\$ 2,250.00	5	\$ 550.00	\$ 2,750.00
8.11	8040-I	Remove and Reinstall Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5	\$ 472.50	\$ 2,362.50	5	\$ 450.00	\$ 2,250.00	5	\$ 450.00	\$ 2,250.00	5	\$ 330.00	\$ 1,650.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 4,500.00	\$ 1,170.00	0.26	\$ 6,250.00	\$ 1,625.00	0.26	\$ 6,000.00	\$ 1,560.00	0.26	\$ 3,000.00	\$ 780.00	0.26	\$ 3,300.00	\$ 858.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 4,500.00	\$ 1,170.00	0.26	\$ 3,500.00	\$ 910.00	0.26	\$ 3,350.00	\$ 871.00	0.26	\$ 800.00	\$ 208.00	0.26	\$ 880.00	\$ 228.80
9.03	9030-A	Tree Removal and Relocation	EA	3	\$ 800.00	\$ 2,400.00	3	\$ 805.00	\$ 2,415.00	3	\$ 775.00	\$ 2,325.00	3	\$ 2,000.00	\$ 6,000.00	3	\$ 825.00	\$ 2,475.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 4,500.00	\$ 2,340.00	0.52	\$ 4,150.00	\$ 2,158.00	0.52	\$ 3,950.00	\$ 2,054.00	0.52	\$ 8,000.00	\$ 4,160.00	0.52	\$ 8,800.00	\$ 4,576.00
9.05	9040-T-1	Inlet Protection Device, Surface-Applied	EA	1	\$ 86.00	\$ 86.00	1	\$ 245.00	\$ 245.00	1	\$ 250.00	\$ 250.00	1	\$ 100.00	\$ 100.00	1	\$ 110.00	\$ 110.00
9.06	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$ 175.00	\$ 350.00	2	\$ 245.00	\$ 490.00	2	\$ 250.00	\$ 500.00	2	\$ 160.00	\$ 320.00	2	\$ 176.00	\$ 352.00
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 50.00	\$ 100.00	2	\$ 95.00	\$ 190.00	2	\$ 95.00	\$ 190.00	2	\$ 25.00	\$ 50.00	2	\$ 27.50	\$ 55.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00	1	\$ 30,000.00	\$ 30,000.00	1	\$ 38,000.00	\$ 38,000.00	1	\$ 28,000.00	\$ 28,000.00	1	\$ 21,240.00	\$ 21,240.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,100.00	\$ 1,100.00	1	\$ 1,200.00	\$ 1,200.00
*Calculation Error				TOTAL AMOUNT BID =		\$ 351,881.52	\$ 356,875.75			\$ 359,898.75			\$ 369,873.50			\$ 389,508.30		

Bid Tabulation																		
SW Magazine Road & SW State Street Intersection Improvements - West Leg																		
Widening SW Magazine Road to add a second east bound through lane.																		
February 27, 2024																		
				All Star Concrete, LLC														
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
EARTHWORK																		
2.01	2010-D-1	Topsoil, On-site	CY	250	\$ 30.00	\$ 7,500.00	250		\$ -	250		\$ -	250		\$ -	250		\$ -
2.02	2010-E	Excavation, Class 10	CY	250	\$ 25.00	\$ 6,250.00	250		\$ -	250		\$ -	250		\$ -	250		\$ -
2.03	2010-G	Subgrade Preparation, 6" Depth	SY	1,660	\$ 5.00	\$ 8,300.00	1,660		\$ -	1,660		\$ -	1,660		\$ -	1,660		\$ -
2.04	2010-J	Subbase, Granular, 6" Depth	SY	230	\$ 38.00	\$ 8,740.00	230		\$ -	230		\$ -	230		\$ -	230		\$ -
2.05	2010-M	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
TRENCH AND TRENCHLESS CONSTRUCTION																		
3.01	3010-F	Trench Compaction Testing	LS	1	\$ 1,000.00	\$ 1,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
SEWERS AND DRAINS																		
4.01	4020-A-1	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 200.00	\$ 3,600.00	18		\$ -	18		\$ -	18		\$ -	18		\$ -
WATER MAINS AND APPURTENANCES																		
5.01	5020-C	Relocate Fire Hydrant Assembly	EA	1	\$ 2,500.00	\$ 2,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
5.02	5020-G	Valve Adjustment (8" Gate Valve)	EA	5	\$ 300.00	\$ 1,500.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
STRUCTURES FOR SANITARY AND STORM SEWERS																		
6.01	6010-B	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 5,000.00	\$ 5,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
6.02	6010-F-1	Manhole Adjustment, Major, Sanitary	EA	1	\$ 2,500.00	\$ 2,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
6.03	6010-H-2	Intake Removal	EA	1	\$ 1,500.00	\$ 1,500.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
STREETS AND RELATED WORK																		
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 172.30	\$ 39,629.00	230		\$ -	230		\$ -	230		\$ -	230		\$ -
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 112.65	\$ 127,294.50	1,130		\$ -	1,130		\$ -	1,130		\$ -	1,130		\$ -
7.03	7010-G	Concrete Median, Class C, 6" Thick	SY	135	\$ 136.75	\$ 18,461.25	135		\$ -	135		\$ -	135		\$ -	135		\$ -
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 5,200.00	\$ 5,200.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
7.05	7030-A-1	Removal of Sidewalk	SY	175	\$ 10.00	\$ 1,750.00	175		\$ -	175		\$ -	175		\$ -	175		\$ -
7.06	7030-A-3	Removal of Driveway	SY	210	\$ 12.00	\$ 2,520.00	210		\$ -	210		\$ -	210		\$ -	210		\$ -
7.07	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 55.00	\$ 7,150.00	130		\$ -	130		\$ -	130		\$ -	130		\$ -
7.08	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 91.00	\$ 2,275.00	25		\$ -	25		\$ -	25		\$ -	25		\$ -
7.09	7030-G	Detectable Warning, Galvanized Steel	SF	56	\$ 55.00	\$ 3,080.00	56		\$ -	56		\$ -	56		\$ -	56		\$ -
7.10	7030-H-1	Pavement Removal	SY	720	\$ 9.00	\$ 6,480.00	720		\$ -	720		\$ -	720		\$ -	720		\$ -
7.11	7040-H	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 60.00	\$ 10,200.00	170		\$ -	170		\$ -	170		\$ -	170		\$ -
TRAFFIC CONTROL																		
8.01	8010-999-A	Traffic Signal Modification	LS	1	\$ 40,306.00	\$ 40,306.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
8.02	8020-C	Painted Pavement Markings, Durable	STA	20	\$ 400.00	\$ 8,000.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.03	8020-G	Painted Symbols and Legends, Durable	EA	3	\$ 450.00	\$ 1,350.00	3		\$ -	3		\$ -	3		\$ -	3		\$ -
8.04	8020-K	Pavement Markings Removed	STA	50	\$ 50.00	\$ 2,500.00	50		\$ -	50		\$ -	50		\$ -	50		\$ -
8.05	8020-L	Symbols and Legends Removed	EA	4	\$ 125.00	\$ 500.00	4		\$ -	4		\$ -	4		\$ -	4		\$ -
8.06	8020-M	Grooves Cut for Pavement Markings	STA	20	\$ 275.00	\$ 5,500.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.07	8020-N	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00	3		\$ -	3		\$ -	3		\$ -	3		\$ -
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 21,900.00	\$ 21,900.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
8.09	8030-A	Portable Dynamic Message Signs	CDAY	20	\$ 225.00	\$ 4,500.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.10	8040-A	Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
8.11	8040-I	Remove and Reinstall Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
SITE WORK AND LANDSCAPING																		
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 4,500.00	\$ 1,170.00	0		\$ -	0		\$ -	0		\$ -	0		\$ -
9.02	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 4,000.00	\$ 1,040.00	0		\$ -	0		\$ -	0		\$ -	0		\$ -
9.03	9030-A	Tree Removal and Relocation	EA	3	\$ 750.00	\$ 2,250.00	3		\$ -	3		\$ -	3		\$ -	3		\$ -
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 6,000.00	\$ 3,120.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
9.05	9040-T-1	Inlet Protection Device, Surface-Applied	EA	1	\$ 75.00	\$ 75.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
9.06	9040-T-1	Inlet Protection Device, Drop-in	EA	2	\$ 150.00	\$ 300.00	2		\$ -	2		\$ -	2		\$ -	2		\$ -
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 35.00	\$ 70.00	2		\$ -	2		\$ -	2		\$ -	2		\$ -
MISCELLANEOUS																		
11.01	11,020-A	Mobilization	LS	1	\$ 25,750.00	\$ 25,750.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,100.00	\$ 1,100.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
TOTAL AMOUNT BID =				\$ 399,460.75			\$ -			\$ -			\$ -			\$ -		

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG", 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 SW MAGAZINE ROAD & SW STATE
STREET INTERSECTION IMPROVEMENTS - WEST LEG

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 SW Magazine Road & SW State Street Intersection Improvements - West Leg, described in the plans and specifications heretofore adopted by this Council on March 4, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Manatt's Inc of Johnston, Iowa

Amount of bid: \$295,089.02

Portion of project: All construction work

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

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG", 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 SW MAGAZINE ROAD & SW STATE
STREET INTERSECTION IMPROVEMENTS - WEST LEG

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 SW Magazine Road & SW State Street Intersection Improvements - West Leg, 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: Manatt's Inc of Johnston, Iowa

Amount of bid: \$295,089.02

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 4th 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 Manatts, Inc., 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:

SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

The SW Magazine Road & SW State Street Intersection Improvements - West Leg project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street in the City of Ankeny.

The construction improvements include approximately 230 SY of 9" thick PCC Class C-SUD street pavement, 1,130 SY of 8" thick PCC Class C-SUD street pavement, and the relocation of the existing traffic signal pole and mast arm at the southeast corner of SW Magazine Road & SW State Street. Other associated improvements include Class 10 excavation, subgrade preparation, granular subbase, paved medians, driveways, sidewalks, pedestrian ramp improvements, relocation of pedestrian push buttons, pavement markings, temporary and permanent surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Ninety-Five Thousand, Eighty-Nine and 02/100 DOLLARS (\$295,089.02), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed; with all pavement markings and signs installed, all streets, driveways, and sidewalks fully open to traffic, and the traffic signal fully operational. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** 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 substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. 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).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

Manatt's, Inc.
Contractor

By Winnie Butte
Signature

Contract Adm.
Title

1775 Old 6 Rd
Street Address

Brooklyn, IA 52211
City, State, Zip Code

641-522-9206
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number 00995.19 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

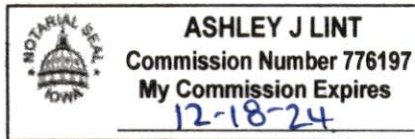
1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Poweshiek County)

On this 28th day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nikki Butler and _____, to me known, who, being by me duly sworn, did say that they are the Contract adm., 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 Nikki Butler and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Ashley Lint
Notary Public in and for the State of Iowa
My commission expires 12-18, 2024



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____

INDIVIDUAL 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 to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY 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____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, On-site	CY	250	\$ 30.00	\$ 7,500.00
2.02	Excavation, Class 10	CY	250	\$ 25.00	\$ 6,250.00
2.03	Subgrade Preparation, 6" Depth	SY	1,660	\$ 5.00	\$ 8,300.00
2.04	Subbase, Granular, 6" Depth	SY	230	\$ 38.00	\$ 8,740.00
2.05	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00
	TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	Trench Compaction Testing	LS	1	\$ 525.00	\$ 525.00
	SEWERS AND DRAINS				
4.01	Storm Sewer Pipe, Trenched, RCP, 15 In. Dia.	LF	18	\$ 200.00	\$ 3,600.00
	WATER MAINS AND APPURTENANCES				
5.01	Relocate Fire Hydrant Assembly	EA	1	\$ 2,500.00	\$ 2,500.00
5.02	Valve Adjustment (8" Gate Valve)	EA	5	\$ 300.00	\$ 1,500.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, SW-501, 3'-0" X 2'-0"	EA	1	\$ 5,000.00	\$ 5,000.00
6.02	Manhole Adjustment, Major, Sanitary	EA	1	\$ 2,500.00	\$ 2,500.00
6.03	Intake Removal	EA	1	\$ 1,500.00	\$ 1,500.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	230	\$ 73.50	\$ 16,905.00
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	1,130	\$ 63.50	\$ 71,755.00
7.03	Concrete Median, Class C, 6" Thick	SY	135	\$ 65.50	\$ 8,842.50
7.04	PCC Pavement Samples and Testing	LS	1	\$ 2,000.00	\$ 2,000.00
7.05	Removal of Sidewalk	SY	175	\$ 10.00	\$ 1,750.00

7.06	Removal of Driveway	SY	210	\$ 12.00	\$ 2,520.00
7.07	Sidewalk, PCC, Class C, 4" Thick	SY	130	\$ 39.00	\$ 5,070.00
7.08	Sidewalk, PCC, Class C, 6" Thick	SY	25	\$ 109.00	\$ 2,725.00
7.09	Detectable Warning, Galvanized Steel	SF	56	\$ 55.00	\$ 3,080.00
7.10	Pavement Removal	SY	720	\$ 9.00	\$ 6,480.00
7.11	Driveway, PCC, Class C, 7" Thick	SY	170	\$ 54.60	\$ 9,282.00
TRAFFIC CONTROL					
8.01	Traffic Signal Modification	LS	1	\$ 43,949.52	\$ 43,949.52
8.02	Painted Pavement Markings, Durable	STA	20	\$ 400.00	\$ 8,000.00
8.03	Painted Symbols and Legends, Durable	EA	3	\$ 450.00	\$ 1,350.00
8.04	Pavement Markings Removed	STA	50	\$ 50.00	\$ 2,500.00
8.05	Symbols and Legends Removed	EA	4	\$ 125.00	\$ 500.00
8.06	Grooves Cut for Pavement Markings	STA	20	\$ 275.00	\$ 5,500.00
8.07	Grooves Cut for Symbols and Legends	EA	3	\$ 200.00	\$ 600.00
8.08	Temporary Traffic Control	LS	1	\$ 21,900.00	\$ 21,900.00
8.09	Portable Dynamic Message Signs	CDA	20	\$ 225.00	\$ 4,500.00
8.10	Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00
8.11	Remove and Reinstall Traffic Signs	EA	5	\$ 450.00	\$ 2,250.00
SITE WORK AND LANDSCAPING					
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.26	\$ 4,000.00	\$ 1,040.00
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.26	\$ 3,000.00	\$ 780.00
9.03	Tree Removal and Relocation	EA	3	\$ 200.00	\$ 600.00
9.04	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	0.52	\$ 5,000.00	\$ 2,600.00
9.05	Inlet Protection Device, Surface-Applied	EA	1	\$ 75.00	\$ 75.00
9.06	Inlet Protection Device, Drop-in	EA	2	\$ 150.00	\$ 300.00
9.07	Inlet Protection Device, Maintenance	EA	2	\$ 35.00	\$ 70.00
MISCELLANEOUS					
11.01	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
11.02	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00

TOTAL CONTRACT AMOUNT =

\$ 295,089.02

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Manatts, Inc., as Principal (hereinafter the "Contractor" or "Principal") and _____
Merchants Bonding Company (Mutual), 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 Ninety-Five Thousand,
Eighty-Nine and 02/100 DOLLARS (\$295,089.02), 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 4th day of March, 2024, (hereinafter the "Contract") wherein said
 Contractor undertakes and agrees to construct the following described improvement:

SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

The SW Magazine Road & SW State Street Intersection Improvements - West Leg project
 includes widening SW Magazine Road to add a second eastbound through lane, beginning
 approximately 575 feet west of SW State Street in the City of Ankeny.

The construction improvements include approximately 230 SY of 9" thick PCC Class C-SUD
 street pavement, 1,130 SY of 8" thick PCC Class C-SUD street pavement, and the relocation of
 the existing traffic signal pole and mast arm at the southeast corner of SW Magazine Road & SW
 State Street. Other associated improvements include Class 10 excavation, subgrade preparation,
 granular subbase, paved medians, driveways, sidewalks, pedestrian ramp improvements,
 relocation of pedestrian push buttons, pavement markings, temporary and permanent surface
 restoration, temporary traffic control, mobilization, and miscellaneous associated work
 necessary to complete the project.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 28th day of February, 2024.

PRINCIPAL:

By Manatt's, Inc.
Contractor
[Signature]
Signature
Contract Adm.
Title

SURETY:

By Merchants Bonding Company (Mutual)
Surety Company
[Signature]
Signature Attorney-in-Fact Officer
E Marie Burmahl
Printed Name of Attorney-in-Fact Officer
M3 Surety LC
Company Name
PO Box 85
Company Address
Brooklyn, IA 52211
City, State, Zip Code
641-522-5032
Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

E Marie Burmahl

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 28th day of February, 2024.



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

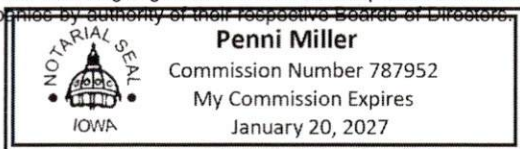
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th 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)

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 28th day of February, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2024

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Kylie Le Page PHONE (A/C, No, Ext): 515-440-8414 E-MAIL ADDRESS: Kylie_LePage@ajg.com FAX (A/C, No): 515-457-8964														
INSURED Manatt's Inc. PO Box 535 Brooklyn, IA 52211	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 318603954**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		VTC2OCO9P529536	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			VTC2KCAP5A040504	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP9C5670202225	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB8L8547422225D	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Manatt Job #: 35220 | Project Description: CITY OF ANKENY SW MAGAZINE RD & SW STATE STREET INTERSECTION IMPROVEMENTS – WEST LEG

City of Ankeny is included as Additional Insured with respect to the General Liability if required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**CITY OF ANKENY
1210 NW PRAIRIE RIDGE DR
ANKENY, IA 50023-1564

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 4, 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:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed \$17,500,000 General Obligation Bonds (PH 2024-15)

EXECUTIVE SUMMARY:

The not to exceed \$17,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2024 Capital Improvement Program.

FISCAL IMPACT: **Yes**

The not to exceed \$17,500,000 General Obligation Bonds (for essential corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy and a small portion will be abated by storm water revenues.

CITY MANAGER'S RECOMMENDATIONS:

Recommend instituting proceedings to take additional action for the issuance of not to exceed \$17,500,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was approved by City Council on December 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$17,500,000 General Obligation Bonds.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL OBLIGATION BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$17,500,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$17,500,000 General Obligation Bonds, for the essential corporate purposes, 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$17,500,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of Not to Exceed \$500,000 General Obligation Urban Renewal Bonds (PH 2024-16)

EXECUTIVE SUMMARY:

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.

FISCAL IMPACT: **Yes**

The not to exceed \$500,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) will be repaid with tax increment financing (TIF) revenues.

CITY MANAGER'S RECOMMENDATIONS:

Recommend instituting proceedings to take additional action for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was approved by City Council on December 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION URBAN RENEWAL BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$500,000 GENERAL OBLIGATION URBAN RENEWAL BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$500,000 General Obligation Urban Renewal Bonds, for the essential corporate urban renewal purposes, 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$500,000 General Obligation Urban Renewal Bonds, for the foregoing essential corporate urban renewal purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Issuance of Not to Exceed \$4,500,000 Water Revenue Bonds (PH 2024-17)

EXECUTIVE SUMMARY:
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.

FISCAL IMPACT: **Yes**
The not to exceed \$4,500,000 Water Revenue Bonds will be payable from and secured by the net revenues of the Water Utility.

CITY MANAGER'S RECOMMENDATIONS:
Recommend instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 Water Revenue Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2024-2028 Capital Improvement Program was approved by City Council on December 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 Water Revenue Bonds.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REVENUE BONDS", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REVENUE BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for 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, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and the issuance in the manner required by law of not to exceed \$4,500,000 Water Revenue Bonds, for the foregoing purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Issuance of \$17,425,000 General Obligation Bonds, Series 2024A

EXECUTIVE SUMMARY:

The pre-levy resolution is required to be approved prior to the adoption of the FY 2025 Budget in order that the debt service payments for the General Obligation Bonds, Series 2024A can be included in the FY 2025 Budget.

The General Obligation Bonds, Series 2024A will be issued June 20, 2024 after the FY 2025 Budget adoption on April 15, 2024.

FISCAL IMPACT: **Yes**

The pre-levy resolution includes FY 2025 debt service payments for the General Obligation Bonds, Series 2024A of \$5,547,794.10.

CITY MANAGER'S RECOMMENDATIONS:

Recommend authorizing the issuance of \$17,425,000 General Obligation Bonds, Series 2024A, and levying

a tax for the payment thereof.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the issuance of \$17,425,000 General Obligation Bonds, Series 2024A, and levying a tax for the payment thereof.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$17,425,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND LEVYING A TAX FOR THE PAYMENT THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF \$17,425,000 GENERAL OBLIGATION BONDS, SERIES 2024A, AND LEVYING A TAX FOR THE PAYMENT THEREOF

WHEREAS, the City of Ankeny, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of 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; and aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1989 Ankeny Economic Development Urban Renewal Area, as amended, including the West 1st Street Improvements – Phase 2 project (the "Project"), and it is deemed necessary and advisable that General Obligation Bonds, Series 2024A, in the amount of \$17,425,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Bonds.

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

Section 1. Authorization of the Issuance. General Obligation Bonds, Series 2024A, in the amount of \$17,425,000, dated June 20, 2024, shall be issued pursuant to the provisions of Iowa Code Section 384.25 for the purposes covered by the hearings.

Section 2. Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Ankeny, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$5,547,794.10	2024/2025
\$5,173,175.00	2025/2026
\$1,312,325.00	2026/2027
\$1,315,300.00	2027/2028
\$1,315,525.00	2028/2029
\$1,313,000.00	2029/2030
\$1,312,725.00	2030/2031
\$1,309,425.00	2031/2032
\$1,308,100.00	2032/2033
\$1,313,475.00	2033/2034

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Section 3. Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Bonds to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Polk, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Bonds.

PASSED AND APPROVED this 4th day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

SUBJECT:

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

EXECUTIVE SUMMARY:

Hope K Farms, LLC, property owner, is requesting the City Council initiate the rezoning of approximately 15.71 acres (Area B) of land located west of Interstate 35 and east of NE Delaware Avenue per the letter submitted by the applicant. Ankeny Zoning Code, Chapter 196.04 Amendments, allows a rezoning to be initiated by motion of the City Council. The rezoning request is to amend the property from R-1 One-Family Residential District to R-3 Multiple-Family Residence District restricted to 10 units per acre.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion 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.

Action: Consider a motion 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Rezoning Letter & Attachments](#)

 [Rezoning Exhibit \(Area B\)](#)

 [Aerial Map](#)

 [Overall Conceptual Plan](#)



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

February 9, 2024

Honorable Mayor and City Council
c/o Eric Carstens
City of Ankeny
Community Development - Planning
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rezoning – Hope Crossing

Honorable Mayor and City Council and Planning & Zoning Commission;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 119.30 acres located north, south and east of 12211 22nd Street. The existing zoning of the property is R-1 One-Family Residential District and we are requesting to rezone 70.95 acres to a Planned Unit Development (Area A), 14.73 acres to R-3 Multiple-Family Residence District restricted to 20 units per acre intended to be utilized for apartments (Area D), 15.71 acres to R-3 Multiple-Family Residence District restricted to 10 units per acre intended to be utilized for townhomes (Area B), and 17.91 acres to R-2 One-Family and Two-Family Residence District (Area C).

Rezoning requests related to the proposed PUD (Area A), R-2 (Area C), and R-3 restricted to 20 units per acre (Area D) zoning districts have all obtained 60% or more consenting signatures from adjacent property owners within 250' as required to initiate the rezoning request without Council initiation. The proposed R-3 restricted to 10 units per acre (Area B) zoning district has obtained 49.72% consenting signatures from adjacent property owners within 250'. The applicant has made multiple attempts to obtain signatures from Kim Rueter Revocable Trust and Putco, Inc., either of which would put the rezoning request above the 60% minimum consenting signature threshold.

An in-person meeting was held with Todd Rueter on September 11, 2023 to discuss the rezoning request. Mr. Rueter declined to sign a consent form until an agreement could be reached to extend sanitary sewer to the south edge of his property. Certified letters detailing the rezoning request were sent to Putco, Inc and Upper Midwest Property, LLC, neither of which have responded to the letter. A copy of the letter is included for reference.

The applicant has made multiple attempts to obtain the minimum 60% consenting signatures to initiate the rezoning request but has not been able to meet that requirement for the requested R-3 zoning district that would be restricted to 10 units per acres. Therefore, we respectfully request that City Council initiate the rezoning request for 15.71 acres to be rezoned from R-1 One-Family Residence District to R-3 Multiple-Family Residence District restricted to 10 units per acre (Area B).

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



January 8, 2024

RE: Rezoning Petition – Hope K. Farms, LLC Property

A part of the South half of the Northwest Quarter of Section 31,
Township 81 North, Range 23 West of the Fifth Principal Meridian in the
City of Ankeny, Polk County, Iowa. Located just west of I-35, approx.
15.71 AC.

To Whom It May Concern:

Planning has begun on approximately 15.71 AC +/- acres located east of NE Delaware Avenue. An exhibit is attached illustrating the location of the subject property and a preliminary layout of the subdivision. Hope K. Farms, LLC is working to rezone approximately 15.71 acres from R-1 (Single Family) to R-3 (Multi-Family) Residential Townhome District. This parcel within the city of Ankeny's comprehensive plan shows the future land use as R-1 residential which the developer is proposing to change to R-3 Multi-Family Residence District that would include all the appropriate landscape buffers and would be ideally suited to the proximity to I-35.

We respectfully request your support of our zoning application by signing the attached petition to rezone this area. We believe that creating a buffer of R-3 Townhomes between I-35 and future R-1 Single family developments will complement the surrounding uses and will provide essential services that would be needed for properties located close to the Interstate 35 interchange.

To show your support in starting this rezoning process, please sign the attached petition and return in the self-addressed stamped envelope to:

Regards,

Tim Day, Director of Real
Estate & Development
Hope K. Farms, LLC
4500 Westown Pkwy,
Suite 277
West Des Moines IA
50266

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

request that said real estate be rezoned from its present classification of R-1 to R-3 for the purpose of allowing the following use(s):

R-3 Multiple Family Residence District (Restricted to Townhomes).

See attachments for the description and maps of the proposed area

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to R-3.

Parcel owner(s) signatures

Hope K. Farms, LLC

(owner name)



(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Upper Midwest Properties, LLC

Address: 317 6TH AVE STE 300, DES MOINES, IA 50309-4127

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: PUTCO INC

Address: 5701 NE 22ND ST, DES MOINES, IA 50313-2554

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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U.S. Postal Service™
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Des Moines, IA 50309

Certified Mail Fee \$4.35
 \$0.00
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.90

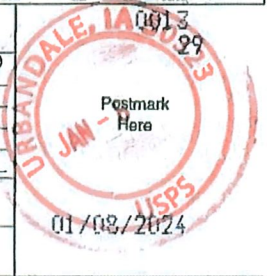
Total Postage and Fees
 \$5.25

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



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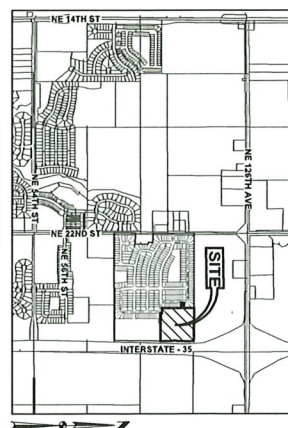
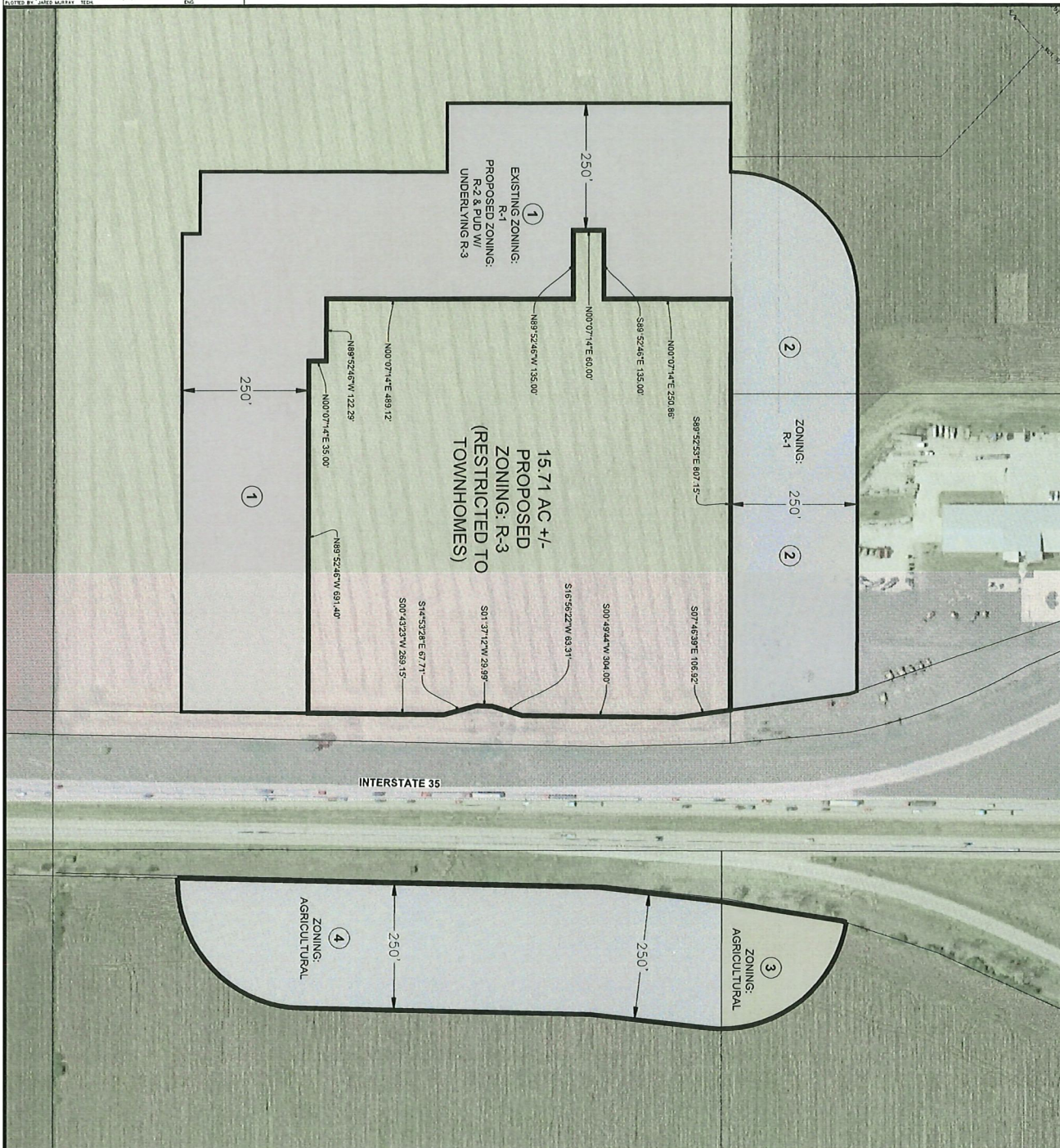
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PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions





ANKENY, IOWA

OWNER/DEVELOPER

4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@PCMF.C.COM
PH: (515) 381-3925

ZONING

EXISTING:

PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO TOWNHOMES)

ADJACENT OWNERSHIP

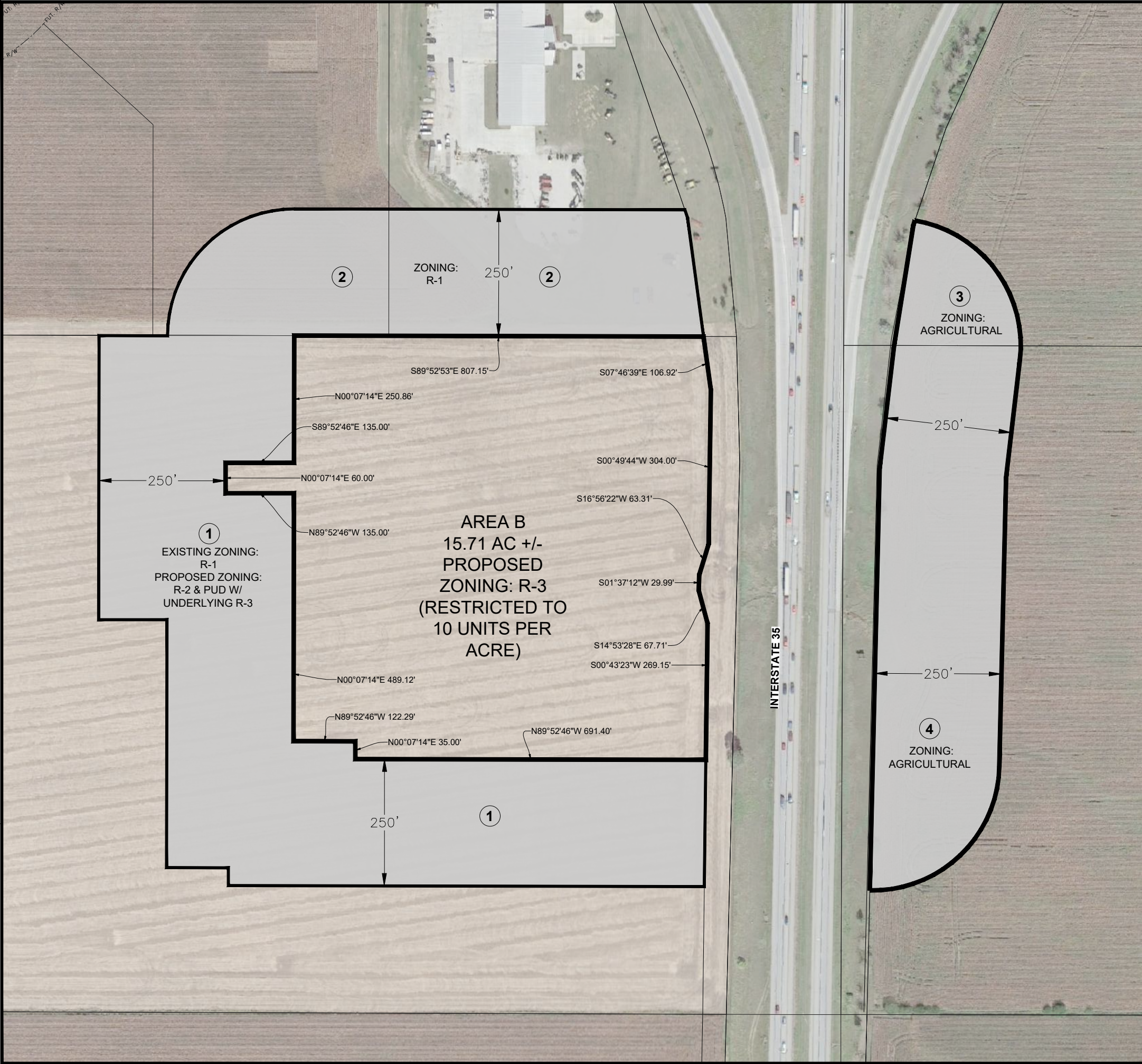
	OWNER	ACRES	PERCENT	CONSENTING
1.	HOPE K FARMS LLC	12.03 AC	49.72%	X
2.	HOPE RIVER REVOCABLE TRUST	3.67 AC	22.68%	
3.	HOPE RIVER REVOCABLE TRUST	1.07 AC	6.67%	
4.	PUTCO INC	5.99 AC	23.54%	
		25.00 AC	100%	49.72%

REZONING DESCRIPTION

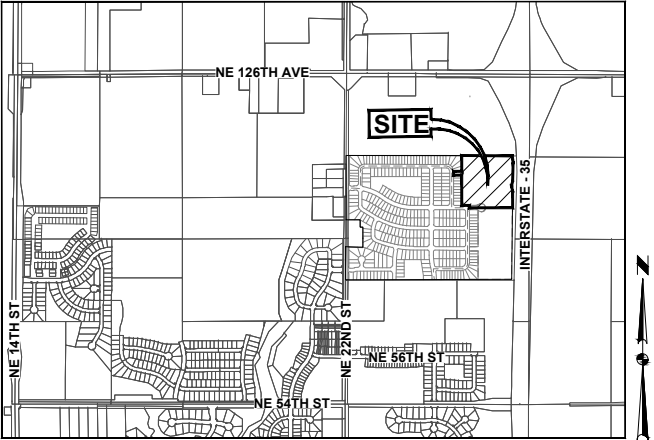
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1. THE DELINEATOR WILL BE RESPONSIBLE FOR STREETS/LOTS ALONG
2. THIS DELINEATOR WILL BE PART OF A HOMEOWNER ASSOCIATION
3. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STREET
4. SINKER WHEREVER POSSIBLE
5. ALL STREETS AND STREETS ALONG WITH A FLOW TO THE DELINEATOR
6. OUTLET YD WILL BE DEDICATED TO THE CITY OF ANCHORAGE
7. PARKING
8. OUTLET YD WILL BE UTILIZED FOR STORM WATER DRAINAGE AND
9. FINISHES ON LOTS ADJACENT TO THE DELINEATOR ARE TO BE
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FILE: H:\2023\212837\CMO\REZONING\212837-R-3 THIS REZONING EXHIBIT.DWG
DATE: 2/9/2024 10:56 AM
DRAWN BY: J. MURRAY
CHECKED BY: J. MURRAY



VICINITY MAP
NOT TO SCALE



ANKENY, IOWA

OWNER/DEVELOPER

HOPE K. FARMS, LLC
4500 WESTOWN PARKWAY, SUITE #277
CONTACT: REZA KARGARZADEH
EMAIL: RKARGARZ@EPCMFG.COM
PH: (515) 381-3925

ZONING

EXISTING: R-1: ONE-FAMILY RESIDENCE DISTRICT
PROPOSED: R-3: MULTIPLE-FAMILY RESIDENCE DISTRICT (RESTRICTED TO 10 UNITS PER ARCE)

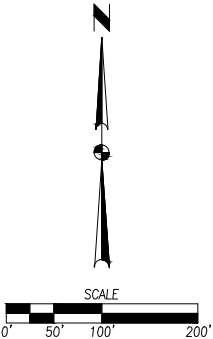
ADJACENT OWNERSHIP

OWNER	ACRES	PERCENT	CONSENTING
1. HOPE K FARMS LLC	12.43 AC.	49.72%	X
2. KIM RUETER REVOCABLE TRUST	5.67 AC.	22.68%	
3. UPPER MIDWEST PROPERTIES LLC	1.01 AC.	4.04%	
4. PUTCO INC	5.89 AC.	23.56%	
	25.00 AC.	100%	49.72%

REZONING DESCRIPTION

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 89°48'58" WEST ALONG THE SOUTH LINE OF THE NORTH ONE-QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 41.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE NORTH 00°52'53" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 652.17 FEET; THENCE NORTH 00°43'23" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 496.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'46" WEST, 691.40 FEET; THENCE NORTH 00°07'14" EAST, 35.00 FEET; THENCE NORTH 89°52'46" WEST, 122.29 FEET; THENCE NORTH 00°07'14" EAST, 489.12 FEET; THENCE NORTH 89°52'46" WEST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 60.00 FEET; THENCE SOUTH 89°52'46" EAST, 135.00 FEET; THENCE NORTH 00°07'14" EAST, 250.86 FEET TO THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°52'53" EAST ALONG SAID NORTH LINE, 807.15 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 07°46'39" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.92 FEET; THENCE SOUTH 00°49'44" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 304.00 FEET; THENCE SOUTH 16°56'22" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 63.31 FEET; THENCE SOUTH 01°37'12" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 29.99 FEET; THENCE SOUTH 14°53'28" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 67.71 FEET; THENCE SOUTH 00°43'23" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 269.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.71 ACRES (684,508 SQUARE FEET).



HOPE CROSSING
R-3 REZONING EXHIBIT - AREA B

2212.837

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

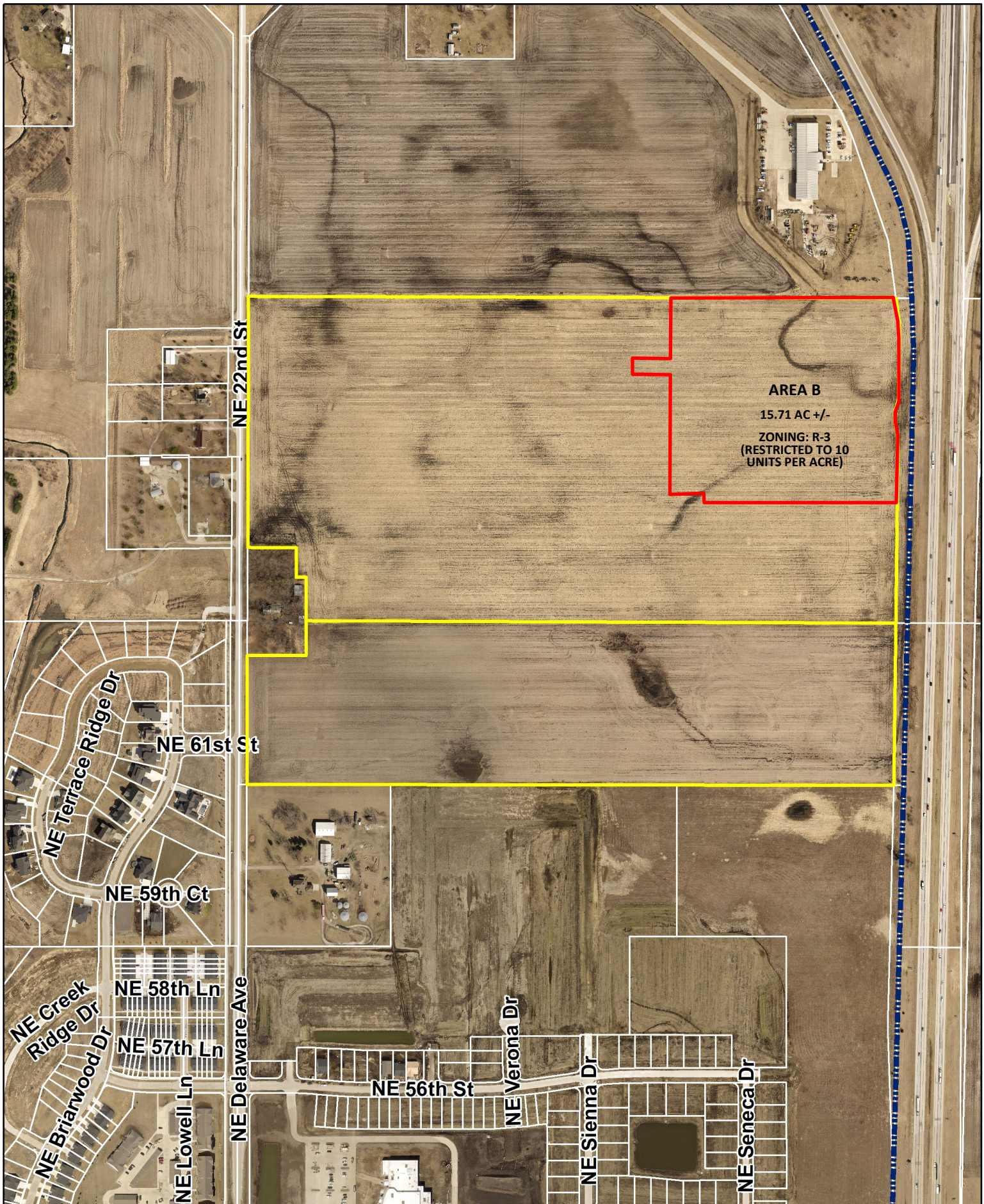
TECH: JDS
ENGINEER: JMM

REVISIONS

DATE	REVISIONS
02/09/2024	3RD SUBMITTAL
07/19/2024	2ND SUBMITTAL
10/27/2023	1ST SUBMITTAL

1/1

2212.837





ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

March 4, 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:

- *Public Hearing - SE Corporate Woods Dr & SE Crosswinds Dr Traffic Signal - 3/18/24 @ 5:30 p.m.*
- *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 and Joint Filling – 4/1/24 @ 5:30 p.m.*
- *Public Hearing - NE 62nd Street 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.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available