



ANKENY CITY COUNCIL

Regular Meeting

Monday, February 20, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the February 20, 2023 Agenda

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

C. PUBLIC HEARING(S):

1. PH 2023-12 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc., from R-1 to M-1, Light Industrial District.

Action# C1-1. Consider motion to close Public Hearing 2023-12.

2. PH 2023-13 Proposed State Revolving Fund (SRF) Loan - NW Water Tower.

Action# C2-1. Consider motion to close Public Hearing 2023-13.

3. PH 2023-14 Proposed 2023 PCC Street Patching Program

Action# C3-1. Consider motion to close Public Hearing 2023-14.

4. PH 2023-15 Proposed 2023 PCC Reconstruction Program - SE Creekview Drive

Action# C4-1. Consider motion to close Public Hearing 2023-15.

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 6, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of January 18, 2023.
- CA - 3** Receive and file minutes of the Zoning Board of Adjustment meeting of January 4, 2023.
- CA - 4** Receive and file minutes of the Library Board of Trustee meeting of November 17, 2022.
- CA - 5** Receive and file minutes of the Civil Service Commission meeting of January 9, 2023.

• **Licenses and Permits**

- CA - 6** Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

- CA - 7** Consider motion to receive and file Financial Reports for January 2023.
- CA - 8** Consider motion to receive and file Building Permit Report for January 2023.
- CA - 9** Consider motion to receive and file Utility Billing Report for January 2023.
- CA - 10** Consider motion to approve Change Order #2 increasing the contract amount by \$33,273.74 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 11** Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$16,465.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 12** Consider a motion to approve Amendment No. 10 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.
- CA - 13** Consider motion to approve Payment #9 in the amount of \$26,667.80 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 14** Consider motion to approve Payment #4 in the amount of \$136,937.94 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 15** Consider motion to approve Payment #8 in the amount of \$18,480.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 16** Consider motion to approve Payment #6 in the amount of \$6,005.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
- CA - 17** Consider motion to approve Payment #8 in the amount of \$6,340.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 18** Consider motion to approve Payment #7 in the amount of \$389.45 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 19** Consider motion to approve Payment #10 in the amount of \$6,887.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 20** Consider motion to approve Payment #2 in the amount of \$9,177.00 to Redbud, LLC, for construction services on the Landscaping Improvements for High Trestle Extension project.
- CA - 21** Consider motion to approve Payment #28 in the amount of \$3,812.51 to Shive Hattery for development services associated with the Ankeny Senior Community Center project.
- CA - 22** Consider motion to approve Payment #7 in the amount of \$1,671.99 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 23** Consider motion to approve Payment #3 in the amount of \$265,766.84 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main &

Drainage Improvements project.

- CA - 24** Consider motion to approve Payment #5 in the amount of \$344,303.48 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.
- CA - 25** Consider motion to approve the February 20, 2023 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Stearns, B. Bentz)
- CA - 26** Consider motion to approve the custodial services contract with Mary's Cleaning Care Inc., of Urbandale, Iowa, and authorize the Mayor to sign Letter of Agreement.

- **Personnel Items**

- CA - 27** Consider motion to accept the Civil Service Commission certified lists for appointment to Equipment Operator and GIS Specialist, subject to passing any further departmental requirements.
- CA - 28** Consider motion to approve an amendment to the labor agreement with Ankeny Police Department Employee's Union dated July 1, 2022-June 30, 2026.
- CA - 29** Consider motion to approve the labor agreement between the American Federation of State, County, and Municipal Employees Union (AFSCME) AFL-CIO Local #1868 and the City of Ankeny commencing July 1, 2023-June 30, 2025 and to execute said agreement.

- **Community Development Items**

- CA - 30** Consider motion to adopt **RESOLUTION** accepting final plat and warranty deed to streets, for Georgetown Plat 12.
- CA - 31** Consider motion to adopt **RESOLUTION** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 13.
- CA - 32** Consider motion to adopt **RESOLUTION** accepting final plat, platted easements and parksite dedication agreement for Kimberley Crossing Plat 2.

- **Engineering Items**

- CA - 33** 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 I-35 access at NE 126th Avenue PCC Pavement and Grading project.
- CA - 34** Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main and sanitary sewer in Kimberley Crossing Plat 2.
- CA - 35** Consider motion to adopt **RESOLUTION** accepting public improvements in Courtyards at Harvest Ridge Plat 4 for utilities (sanitary sewer & water main).
- CA - 36** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with DRA Properties, L.C., concerning the construction of a traffic signal at the intersection of SW District Drive and SW Magazine Road in the City of Ankeny, Iowa.
- CA - 37** Consider motion to adopt **RESOLUTION** accepting a proposal from Howrey Construction, Inc. in the amount of \$108,881.00 for the construction of the 2023 Sidewalk Gaps and Replacements Improvement Program project.
- CA - 38** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary

construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (DLE Seven, LLC)

CA - 39 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Denny Elwell Family, LC)

CA - 40 Consider motion to adopt a **RESOLUTION** accepting and approving documents for the acquisition of Permanent Water Main Easement for the S. Ankeny Blvd. Transmission Main project in Ankeny, Iowa. (DMACC)

CA - 41 Consider motion to adopt **RESOLUTION** setting a public hearing on a proposal to vacate a public water main easement located across lots 1, 2, 3, and 4 of Park Sight Office Park at Prairie Trail Plat 4. (date of hrg: 3/6/23 @ 5:30 p.m.)

- **Capital Improvement Projects**

CA - 42 **N. Ankeny Blvd. Water Main:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Priority Excavating, LLC in the amount of \$118,042.00; c) Change Order #1 for (\$1,290.00); d) Final Payment #3 in the amount of \$7,980.00 / Release of Retainage in the amount of \$5,902.10.

CA - 43 **Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Gingerich Well & Pump Service, LLC in the amount of \$3,434,544.69; c) Change Order #4 for (\$2,754.64); d) Final Payment #6 in the amount of \$18,948.10 / Release of Retainage in the amount of \$171,727.23.

CA - 44 **SE Delaware Avenue Fiber Optic Connection:** Consider motion to approve: a) Change Order #1 & Final in amount of \$86.25; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$116,139.75; and d) Final Payment in the amount of \$14,667.76; and Retainage Payment in the amount of \$5,806.99.

- **Administrative Items**

CA - 45 Consider motion to adopt **RESOLUTION** approving construction contract and bond with Granite Excavating, in the amount of \$2,649,525.00 for the S. Ankeny Boulevard Transmission Main project.

CA - 46 Consider motion to approve the Ankeny Kirkendall Public Library Meeting Room Use Policy.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-46.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-46.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2130 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal

Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2130, sending it on its final passage and publication as required by law.

2. Ord 2131 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 Bricktowne Piper LC.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2131, sending it on its final passage and publication as required by law.

3. Ord 2132 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. (PH 2023-12)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2132.

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

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2133.

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

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2134.

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

Action# H6-1. Consider motion to accept first consideration of ORDINANCE 2135.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Environmental Review for SRF Loan Projects (PH 2023-13)

Action# J1-1. Consider motion to adopt RESOLUTION accepting the environmental information document for SRF loan application with the Iowa Department of Natural Resources.

2. Proposed 2023 PCC Street Patching Program (PH 2023-14)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$896,860.00; 2) receive and file report of bids received February 14, 2023; 3) adopt RESOLUTION making award of construction contract with TK Concrete, Inc. in the amount of \$840,250.00; and 4) adopt RESOLUTION approving contract and bonds with TK Concrete, Inc. in the amount of \$840,250.00.

3. Proposed 2023 PCC Reconstruction Program - SE Creekview Dr (PH 2023-15)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$553,815.00; 2) receive and file report of bids received February 14, 2023; 3) adopt RESOLUTION making award of construction contract with Alliance Construction Group, LLC in the amount of \$491,807.50; and 4) adopt RESOLUTION approving contract and bonds with Alliance Construction Group, LLC in the amount of \$491,807.50.

4. Proposed NW Prairie Ridge/ Ash Drive/ 9th Street Concept Study
Professional Services Agreement with Bolton & Menk, Inc.

Action# J4-1.

Consider motion to approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the NW Prairie Ridge Drive/ Ash Drive/ 9th Street Concept Study in an amount not to exceed \$34,400.00 and the Mayor to execute said agreement.

5. Proposed Transportation Master Plan
Professional Services Agreement with JEO Consulting Group.

Action# J5-1.

Consider motion to approve the Professional Services Agreement with JEO Consulting Group, for the planning and engineering services for the Transportation Master Plan in an amount not to exceed \$269,400.00 and the Mayor to execute said agreement.

6. Proposed North Four Mile Creek Trunk Sewer
Initiate Proceedings

Action# J6-1. Consider motion to adopt RESOLUTION ordering construction on the North Four Mile Creek Trunk Sewer project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/14/23 @ 10:30 A.M. / date of hrg: 3/20/23 @ 5:30 P.M.)

7. Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024
Set Public Hearing Date

Action# J7-1. Consider motion to set a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024 for March 6, 2023 at 5:30 p.m. and direct City Clerk to publish notice of such hearing.

8. Proposed Not to Exceed \$14,000,000 General Obligation Bonds
Initiate Proceedings

Action# J8-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$14,000,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes (ECP)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

9. Proposed Not to Exceed \$300,000 General Obligation Urban Renewal Bonds

Initiate Proceedings

Action# J9-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for urban renewal purposes (UR)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

10. Proposed Not to Exceed \$700,000 General Obligation Bonds
Initiate Proceedings

Action# J10-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-1)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

11. Proposed Not to Exceed \$700,000 General Obligation Bonds
Initiate Proceedings

Action# J11-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-2)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

12. Proposed Not to Exceed \$13,000 Lease Agreements
Initiate Proceedings

Action# J12-1. Consider motion to adopt RESOLUTION fixing date for a public hearing on the proposition to authorize lease agreements payable from the general fund in the principal amount of not to exceed \$13,000 for personal property for use by the City, and providing for publication of notice thereof (postage equipment) (date of hrg: 3/06/23 @ 5:30 p.m.).

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:**

- ***Council Action Planning Session - 2/27/23 @ 5:30 p.m.***
- ***Public Hearing - N Ankeny Blvd & 18th St Intersection Improvements - 3/6/23 @ 5:30 p.m.***

- *Public Hearing - Oralabor Gateway Trail - SW State St Underpass & SW Oralabor Road & SW State St Intersection Imp - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Amendment No. 3 to the Amended & Restated 1991 Ankeny Urban Renewal Plan - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - vacate easements - Park Sight Office Park at Prairie Trail Plat 4 - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Maximum Property Tax Dollars - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$14,000,000 GO Bonds - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$300,000 GO Bonds - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$700,000 GO Bonds (GCP-1) - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$700,000 GO Bonds (GCP-2) - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - \$13,000 Lease Agreements - 3/6/23 @ 5:30 p.m.*
- *Council Action Planning Session - 3/9/23 @ 5:30 p.m.*
- *Public Hearing - North Four Mile Creek Trunk Sewer - 3/20/23 @ 5:30 p.m.*

L. ADJOURNMENT

1. Adjournment

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



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the February 20, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the February 20, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-12: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc., from R-1 to M-1, Light Industrial District.

EXECUTIVE SUMMARY:

The applicant, Hubbell Realty Company, on behalf of NGR, Inc., is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. The area subject to the proposed rezoning consist of one parcel and totals approximately 31.17 acres (+/-). The subject area is generally located three-quarters of a mile north of SE Corporate Woods Drive and immediately east of SE Four Mile Drive. Surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the east and north are not within Ankeny's Corporate Limits.

The proposed rezoning aligns with what's shown on the *Ankeny Plan 2040 Future Land Use Map*, which identifies the subject parcel as being suitable for Airport Business Park uses and Open Space. Per the *Ankeny Plan 2040*, the M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on January 18, 2023.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on January 4, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-12.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Applicant Letter
 P&Z Stamped Rezoning Exhibit
 Aerial Map



PUBLIC HEARING 2023-12

5:30 P.M.

FEBRUARY 20, 2023

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY NGR, INC.

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2132 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR, Inc.

FROM: its current R-1, One-Family Residence District designation

TO: M-1, Light Industrial District

Layman's Description – approximately 31.17 acres (+/-) of land located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive.

Notice of this hearing was published in the Des Moines Register on the 10th day of February, 2023 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received for this hearing"?

City Clerk:

None in the clerk's office.

Mayor:

"At this time, I would like to request Eric Jensen, Director of Community Development, provide a report to the Council on this proposed rezoning."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2023-12.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY NGR INC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 18th day of January 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

WHEREAS, on the 20th day of March, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

LAYMAN'S DESCRIPTION:

Approximately 31.17 acres (+/-) of land located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by NGR Inc., from the current R-1, One-Family Residence District to M-1, Light Industrial District.

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

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

PASSED at Ankeny Iowa, this 20th, day of March, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 4, 2023

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

CALL TO ORDER

Chair G.Hunter called the January 4, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #3. Hubbell Realty Company, on behalf of NGR, Inc., request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported the applicant, Hubbell Realty, on behalf of NGR Inc. is requesting to rezoning property from R-1, One-Family Residence District to M-1, Light Industrial District. The proposed rezoning consists of one parcel and totals approximately 31.17 acres. The parcel is located north of SE Corporate Woods Drive and east of SE Four Mile Drive near the Ankeny Regional Airport. He noted that the parcel is in the process of being annexed into Ankeny and should be finalized in mid-January. He stated that the parcel will be assigned the R-1 zoning classification as is standard procedure for all newly annexed properties into Ankeny. He said the surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the north and east are not within Ankeny's Corporate Limits. The proposed rezoning does align with the Ankeny Plan 2040 Future Land Use Map, which identifies the area as being suitable for Airport Business Park and Open Space uses. The M-1 District is a compatible zoning district within the Airport Business Park land use classification. He shared that the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. Staff will provide a complete staff report at the next Plan and Zoning Commission meeting. He asked if the Commission had any questions.

There were no questions from the Commission.

Clint Sloss, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines and Dustin Creech, Engineering Resource Group, Inc., 2413 Grand Avenue, Des Moines on behalf of NGR, Inc. Dustin Creech said that he understands that there is concern on how the parcel will be developed. He provided an exhibit showing a speculative building on the parcel of land and further explained details related to the separation between the building and abutting residential property, the topography of the land, tree buffering for vehicle lights, and a detention basin, which would flow down to Four Mile Creek. Dustin Creech said their request is to rezone the parcel to M-1, which complies with The Ankeny Plan 2040 comprehensive plan. He also noted that they do not know who will be the tenants of the building or their business hours. He asked if there were any questions.

G.Hunter asked if there are any height restrictions due to the proximity of the airport. E.Jensen said they will address that in the complete staff report.

T.Rapp asked Mr. Creech to delineate the flood plain for this area, and he identified it on the exhibit.

Jim Krohse, 6734 NE Berwick Drive, spoke in opposition of the request and noted that he sent correspondence to City Staff and the Council stating his concerns. He asked if someone could explain to him the rezoning process.

G.Hunter explained, in detail, the process moving forward after the public hearing at the Plan and Zoning Commission.

Jim Krohse asked if there are legal criteria as to how many property owners must be in favor of this request. E.Jensen stated that there is a provision in the Code and staff will address this in their staff report.

William Pearce, 6868 NE Berwick Drive said that their property also abuts this parcel. He responded by saying that the foliage buffering loses its leaves for a big part of the year. Mr. Pearce noted that he sent correspondence to City staff sharing information that the eastern segment of the property includes part of a "Climax riparian ecology forest." His concern is that he would like to see the forest preserved as it becomes a part of the City of Ankeny. He continued to provide background information regarding this land area.

G.Hunter asked staff to clarify why the parcel on the Land Use Plan Map shows Airport Business Park and Open Space.

L.West clarified that M-1 zoning is light industrial and asked for staff to provide some examples in their staff report that are within the City of Ankeny. T.Flack asked whether Old Dominion is considered light industrial. E.Jensen stated, yes.

Motion by T.Flack to close the public hearing, and receive and file documents. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

G.Hunter said this will come back before the Plan and Zoning Commission on Wednesday, January 18, 2023 for the Commission to make a recommendation to the City Council.

Meeting Minutes
Plan & Zoning Commission Meeting
Wednesday, January 18, 2023
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the January 18, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

BUSINESS ITEMS

Item #2. Hubbell Realty Company, on behalf of NGR, Inc., request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported the applicant, Hubbell Realty, on behalf of NGR Inc. is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. The proposed rezoning consists of one parcel and totals approximately 31.17 acres. He stated that the subject area is generally located three-quarters of a mile north of SE Corporate Woods Drive and immediately east of SE Four Mile Drive. B.Morrissey noted that this parcel is currently in the process of being annexed into the City of Ankeny as part of the recently approved NGR Four Mile Drive Annexation. Once the annexation is officially recorded, the subject parcel will be zoned R-1, One-Family Residence District as is standard procedure for newly annexed properties in Ankeny. He explained that the surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the east and north are not within Ankeny's Corporate Limits. The proposed rezoning does align with the Ankeny Plan 2040 Future Land Use Map, which identifies the area as being suitable for Airport Business Park and Open Space

uses. B.Morrissey stated that the M-1 District is a compatible zoning district within the Airport Business Park land use classification. He said that the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. B.Morrissey provided detailed information to answer the questions that were raised at the public hearing, which included building height restrictions, petition requirements, future land use map designations, uses allowed in the M-1 zoning district and the zoning requirements for M-1 zoning districts that abut R-1 zoning districts in other communities, specifically cited by the public, the City of Johnston. B.Morrissey noted that in terms of Ankeny's Comprehensive Plan showing this area as being suitable for light-industrial uses as opposed to residential uses, the City took into consideration the existing land uses already present in the area. Staff recommends City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

R.Weisheit commented that at the public hearing the Commission was shown a preliminary drawing of the proposed building site and asked if it could be presented again. He wanted clarification as to what the depth of the green space will be. E.Carstens said staff has not received an official site plan/plat for the property and commented that maybe the applicant will provide the preliminary drawing again to the Commission.

Clint Sloss, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines and Dustin Creech, Engineering Resource Group, Inc., 2413 Grand Avenue, Des Moines on behalf of NGR, Inc. Dustin Creech provided the preliminary drawing showing a speculative building on the parcel of land and stated that there is approximately 670-feet from the proposed building to Four Mile Creek and 1,075-feet from the proposed building to the nearest dwelling or structure to the east. He said ample natural trees will be preserved along the creek and said they would answer any questions the Commission may have.

There were no questions from the Commission.

T.Flack said she is not comfortable with losing green space. T.Ripper mentioned that it would be reviewed by staff at the site plan stage. The Commissioners discussed the Open Space designation in the comprehensive plan. R.Weisheit mentioned that the wooded area that could be lost is sparse, if the building is situated on the parcel as shown in the speculative building exhibit. There were no further comments.

Motion by T.Rapp to recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. Second by R.Weisheit. Motion carried 4 – 2 (Nay: T.Flack and L.West).



*Plan and Zoning Commission
Staff Report*

Meeting Date: January 18, 2023

Agenda Item: NGR East Rezoning – Action
Report Date: January 12, 2023
Prepared By: Bryan Morrissey *EJC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

Project Report

The applicant, Hubbell Realty Company, on behalf of NGR, Inc., is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

The area subject to the proposed rezoning consist of one parcel and totals approximately 31.17 acres (+/-). The subject area is generally located three-quarters of a mile north of SE Corporate Woods Drive and immediately east of SE Four Mile Drive. The parcel subject to the rezoning is currently in the process of being annexed into the City of Ankeny as part of the recently approved NGR Four Mile Drive Annexation. Once the annexation is officially recorded in January, the subject parcel will be zoned R-1, One-Family Residence District as is standard procedure for newly annexed properties in Ankeny. Surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the east and north are not within Ankeny's Corporate Limits.

The proposed rezoning aligns with what's shown on the *Ankeny Plan 2040 Future Land Use Map*, which identifies the subject parcel as being suitable for Airport Business Park uses and Open Space. Per the *Ankeny Plan 2040*, the M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification. Examples of common uses often seen within the M-1 District and along SE Four Mile Drive include, but are not limited to, warehousing, distribution, storage, and wholesale.

The applicant has submitted the required rezoning petitions consisting of the signatures of more than 50% of the land area subject to the rezoning, as well as the signatures of the owners of at least 60% of the land area within 250' of the subject property. Notifications of the public hearing were sent to surrounding property owners on December 21st, 2022; and a legal notice was published in the Des Moines Register on December 23rd, 2022. Additionally, the zoning ordinance requires the applicant to post on-site notification of the public hearing to further inform the public of the proposed changes. The required signage was posted by December 28th, providing the required seven days of notice prior to the public hearing.

Public Hearing

The Plan & Zoning Commission held a public hearing for the proposed rezoning on January 4, 2023. The following questions and comments were presented at the meeting:

Building Height Restrictions

One Commission member asked about height restrictions in the area and how those relate to the Ankeny Regional Airport. Per the Ankeny Municipal Code, properties within the M-1, Light Industrial District are limited to a maximum height of 75 feet. In addition to the Code's height restrictions, the Federal Aviation Administration has their own review process for construction near the Ankeny Regional Airport. The review takes a look at the proposed building's height and location in relation to the airport. This process is separate from the City of Ankeny's site plan review process and the developer is aware of this as they have constructed properties along SE Four Mile Drive previously.

Rezoning Petition Requirements

A member of the public asked what the criteria was as to how many property owners must be in favor of the rezoning request before bringing it to the Commission. Per Ankeny Municipal Code, owners of 60% of the land area within 250' of the subject rezoning must sign a petition, while 50% of the owners of the subject parcel itself must also sign a petition in order to initiate the process. City staff has received the signed petitions satisfying both of those requirements as the owners of 77.76% of land within 250' of the property have consented to the request. For specific information on which neighboring properties consented to the rezoning, see the applicant's rezoning exhibit that shows the 250' area and the consenting properties.

Future Land Use Map Showing Airport Business Park and Open Space

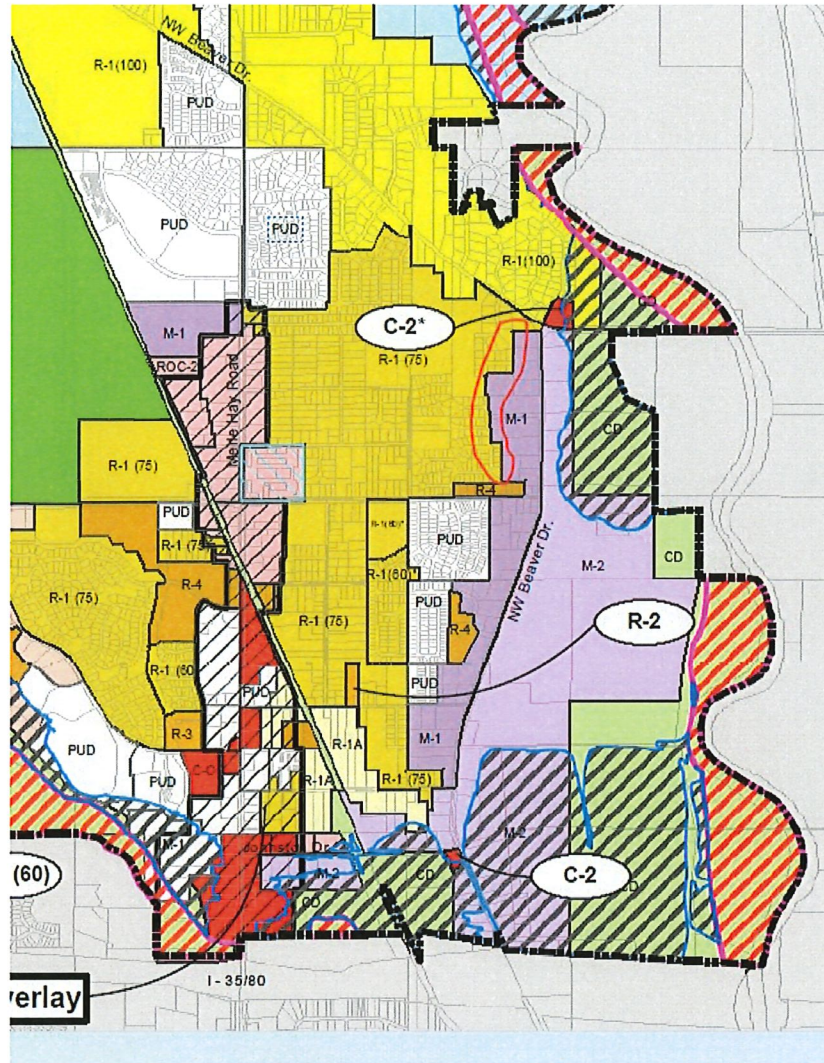
One Commission member asked why the subject parcel on the Future Land Use Map shows both Airport Business Park and Open Space uses. Per the Ankeny Plan 2040, the Airport Business Park land use classification is designated for the Ankeny Regional Airport and the immediate surrounding areas. As is the case for most of the properties along SE Four Mile Drive, the western portion of the parcel was deemed appropriate for the Airport Business Park classification due to its proximity to the airport (see maps included in packet). The eastern portion of the parcel was deemed appropriate for the Open Space land use classification for multiple reasons discussed in the City's comprehensive plan. Per the Ankeny Plan 2040, the Open Space classification shall be utilized where floodplains, wetlands, nature preserves, steep slopes, or significant tree cover exist. For this specific parcel, significant tree cover exists on the eastern half of the property, while floodplains and a steep drop in elevation exist on the eastern third side of the site. It is of staff's belief that future development on the site will not be able to build on the eastern third of the property due to the steep slope and existing floodplain.

M-1, Light Industrial District Uses

One Commission member had asked for examples of uses that are allowed within the M-1, Light-Industrial District. Per the Ankeny Plan 2040, the Light Industrial District is designed to accommodate most types of industrial uses that do not require activities that produce smoke, gas, odor, dust, vibrations, or other noxious elements. Common uses seen within this district include distribution centers, warehouses, storage centers, truck rental establishments, food packaging centers, and certain types of retail.

Light Industrial Zoning Requirements in Similar Communities

A member of the public had asked if other communities in the Des Moines area allowed light-industrial uses to be adjacent to or near residential uses. That member of the public cited Johnston, Iowa as a community that did not allow this kind of industrial zoning next to residential areas. City staff reached out to the City of Johnston to see if light-industrial uses were allowed next to residential uses, and they confirmed that their M-1 zoning district is allowed to abut R-1 zoning districts as long as a 60' buffer of dense plantings exists between the two districts. As one can see on the snippet of Johnston's Official Zoning District Map on the next page, a portion of M-1 zoning near NW Beaver Drive abuts a portion of R-1 and R-4 zoned areas. (area circled in red).



City of Johnston Official Zoning Map

In terms of Ankeny's Comprehensive Plan determining this area as being suitable for light-industrial uses as opposed to residential uses, the City took into consideration the existing land uses already present in the area such as the Ankeny Regional Airport, Fourmile Creek, the Old Dominion Freight Line, and the overall topography. Additionally, Four Mile Creek and the existing tree cover provide an appropriate buffer from the light-industrial uses on the west side of the creek from the residential uses on the east side of the creek.



6900 Westown Parkway
West Des Moines, IA 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

December 1, 2022

Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

To whom it may concern,

By direction of the current property owner, NGR, Inc., Hubbell Realty Company would like to request rezoning parcel **190/00054-002-000** from R-1 (One-Family Residence District) to M-1 (Light Industrial District); see attached map exhibit for further details. The current use of this property is agricultural cropland with a future intended use as warehouse/logistics facility similar to existing structures within the Four Mile Drive corridor.

We have started collecting petitions from adjacent property owners and expect to have those forms submitted to city staff ahead of the forthcoming Planning and Zoning Commission deadline. Should you have any questions or concerns regarding this rezoning request, please don't hesitate to call or email our team at the contact listed below.

Best regards,


Clint Sloss

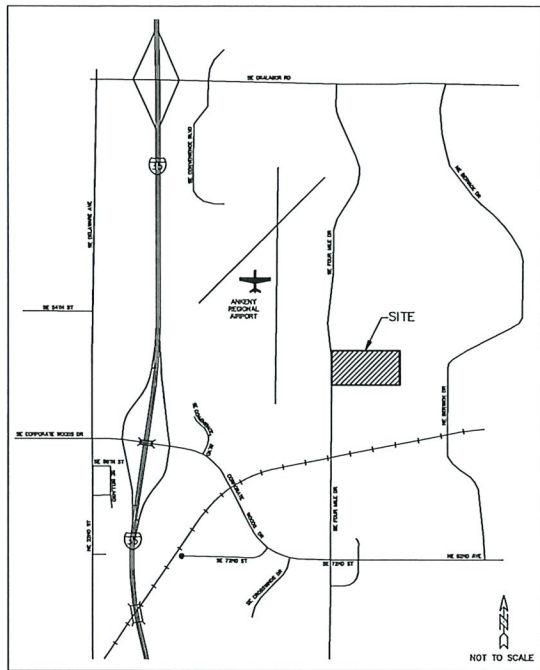
HUBBELL DEVELOPMENT SERVICES

6900 Westown Parkway, West Des Moines, IA 50266

O: 515 280 2061 | M: 712 308 2484 | F: 515 280 2000

clint.sloss@hubbellrealty.com

VICINITY MAP



PREPARED FOR/DEVELOPER

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

MATT WELLER
(515) 243-3228

RECORD TITLE OWNER

N.G.R. INC.
P.O. BOX 132
WAYNE, NE 68787

DAVE EWING
(402) 375-3385

CORRECTED WARRANTY DEED:
BOOK 6315, PAGE 417

ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

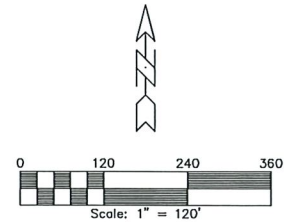
PROPOSED: M-1, LIGHT INDUSTRIAL

PROPERTY DESCRIPTION

Part of the Northwest Fractional Quarter of the Northwest Fractional Quarter and part of the Northeast Fractional Quarter of the Northwest Fractional Quarter of Section 5, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of Polk County, Iowa, being more particularly described by survey as follows:

Commencing at the West Quarter Corner of said Section 5; thence North 00°(degrees) 08'(minutes) 30"(seconds) West, 1361.10 feet (previously recorded as North, 1361.1 feet) along the West line of the Northwest Fractional Quarter of said Section 5 to the Point of Beginning; thence continuing North 00°08'30" West, 848.86 feet; thence South 89°38'41" East, 1671.63 feet to the West line of the South 20.65 acres of the East 35.65 acres of the Northeast Fractional Quarter of the Northwest Fractional Quarter of said Section 5 also being the West line of Parcel F of that Plat of Survey filed in Book 10162 at Page 904 in the Office of the Recorder for Polk County, Iowa; thence South 00°00'55" East (previously recorded as North 00°04'19" West), 189.51 feet along the West lines of said Parcel F and Parcel G of that Plat of Survey filed in Book 10162 at Page 904 in the Office of the Recorder for Polk County, Iowa; thence South 00°06'05" East, 128.35 feet (previously recorded as North 00°05'57" West, 128.39 feet) along the West line of said Parcel G to the Northwest Corner of Lot 1 in Walker Valley Estates, an Official Plat in Polk County, Iowa; thence South 00°00'09" West, 514.55 feet (previously recorded as 515 feet) along the West line of said Walker Valley Estates and extended to the Southwest Corner of the South 20.65 acres of the East 35.65 acres of the Northeast Fractional Quarter of the Northwest Fractional Quarter of said Section 5; thence South 89°47'28" West, 1669.76 feet to the point of beginning.

Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

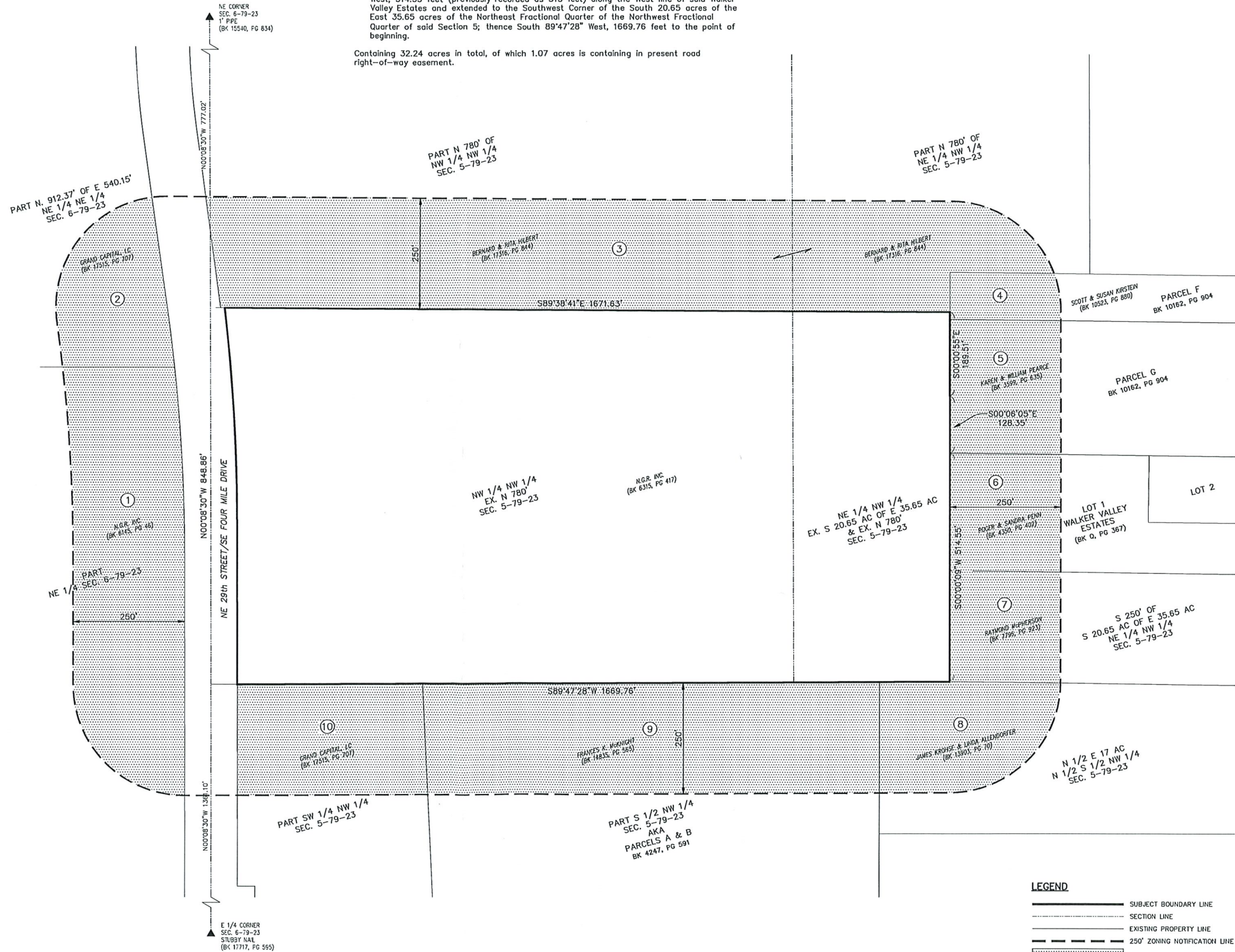


NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	N.G.R., INC.	5.23	15.91%	Yes
2	GRAND CAPITAL, LC	1.81	5.51%	Yes
3	BERNARD HILBERT	10.19	31.00%	Yes
4	SCOTT KIRSTEIN	0.60	1.83%	No Response
5	KAREN PEARCE	1.73	5.26%	No
6	ROGER PENN	1.52	4.62%	No Response
7	RAYMOND McPHERSON	1.43	4.35%	No Response
8	JAMES KROHSE	2.03	6.18%	No
9	FRANCES MCKNIGHT	5.89	17.92%	Yes
10	GRAND CAPITAL, LC	2.44	7.42%	Yes
TOTALS		32.87	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA
1	N.G.R., INC.	5.23	15.91%
2, 10	GRAND CAPITAL, LC	4.25	12.93%
3	BERNARD HILBERT	10.19	31.00%
9	FRANCES MCKNIGHT	5.89	17.92%
TOTALS		25.56	77.76%



LEGEND
SUBJECT BOUNDARY LINE
SECTION LINE
EXISTING PROPERTY LINE
250' ZONING NOTIFICATION LINE
250' ZONING NOTIFICATION AREA

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 18, 2023
Ayes 4 Nays 2 Abstain — Absent 1
APPROVED
G. Hunter Chairperson
Brenda Hughes Secretary

NGR EAST - REZONING

FOR:

DATE

BY

REVISION

NO.

DESIGNED BY: DFR

CHECKED BY: DFR

SHEET 1 OF 1

FILE NO.: 22-052

ERG
Engineering Resource Group, Inc.
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823



SE Four Mile Dr

N



1 inch = 625 feet

Date: 12/16/2022

NGR East - Rezoning



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:

PH 2023-13:

Proposed State Revolving Fund (SRF) Loan - NW Water Tower.

EXECUTIVE SUMMARY:

The Municipal Utilities Department has a project being designed (NW Water Tower Project) that will be utilizing the State Revolving Fund (SRF) to provide a lower rate of interest. As part of the SRF process, an environmental review will be included that requires this public hearing to allow residents to bring their concerns to our attention. This notice was published in the Des Moines Register on January 5, 2023. The Iowa Department of Natural Resources (IDNR) provided us the Environmental Information Document (EID) for use at the hearing. It summarizes all of their findings to date. We will need to have the Mayor execute the document after the hearing and it will need to be returned to the IDNR. The consultant has provided the Intended Use Plan (IUP) Application as well as the Environmental Review Checklist and pictures. Staff has added the project location map.

The purpose of this project is to provide additional water storage and more reliable water pressure and flow to the northwest quadrant of the City of Ankeny. This NW Water Tower will be sourced with water

from the NW Booster Station.

This project is still being designed, but the intention is to have it out for bid in the Spring of 2023, with construction to follow in the summer of 2023 that will likely continue into 2024.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023 and 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the Environmental Information Document and other provided information to allow for public comment.
2. Approve Resolution, adopting said documents for the SRF Loan Application and Environmental Review process.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering this public hearing date as February 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-13.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Project Location Map
 Environmental Information Document
 IUP Application
 Environmental Checklist



PUBLIC HEARING 2023-13

5:30 P.M.

FEBRUARY 20, 2023

PROPOSED APPLICATION FOR A STATE REVOLVING FUND (SRF) LOAN

Mayor:

This is the time and place for a public hearing on the matter of the proposed review of an application for State Revolving Fund (SRF) Loan and to make available to the public the contents of an environmental information document and the City's project plan.

The proposed project involves the construction of the NW Water Tower Project.

Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023.

Mayor:

"Has any written correspondence been received on this proposed item"?

City Clerk:

None.

Mayor:

"At this time, I would like to request Don Clark, Municipal Utilities Director, provide a report to the Council on this proposed item."

After Report:

"Because this is an electronic meeting if there anyone who wishes to be heard for or against this item please indicate by raising your hand on the video conference call OR If you are connected by phone you may press star 9 (*9)? When you are called upon, please give name and address for the record."

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

- ☐ Consider **MOTION** to close public hearing PH 2023-13.

Mayor:

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

RESOLUTION

RESOLUTION ACCEPTING THE ENVIRONMENTAL INFORMATION DOCUMENT FOR SRF LOAN APPLICATION WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES

WHEREAS, on the 31st day of August, 2022, the City of Ankeny applied for a loan through the State Revolving Fund (SRF) with the Iowa Department of Natural Resources for the construction of certain public improvements generally described as construction of the NW Water Tower Project; and

WHEREAS, the City needed to hold a Public Hearing allowing residents to voice any concerns related to the project; and

WHEREAS, a Public Hearing was conducted on February 20, 2023; and

WHEREAS, all public comments and concerns were documented.

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

That the City of Ankeny approve the Environmental Information Document and have the Mayor sign it so it can be returned to the Iowa Department of Natural Resources.

PASSED AND APPROVED on this 20th day of February, 2023.

Mayor

ATTEST:

City Clerk



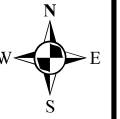
NW Irvinedale Dr

NW 36th St

Project Location

DEPARTMENT OF
PUBLIC WORKS
DIVISION OF
ENGINEERING

1 in = 200 ft
Date: 10/4/2021



NW Water Tower 2023



Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Ankeny
County: Polk
State: Iowa

SRF Number: FS-77-23-DWSRF-030
Iowa DNR Project Number: W2019-0654

COMMUNITY DESCRIPTION

Location: The City of Ankeny is located in Polk County, Iowa approximately 8 miles north of Des Moines, Iowa and 20 miles south of Ames, Iowa.

Population: The population of Ankeny according to the 2020 US Census was 67,887. The design population equivalent for the year 2035 is 92,925.

Current Supply, Distribution, and Storage System: The existing water distribution system consists of approximately 281 miles of public water mains ranging from 4 to 24 inches in diameter. There are two elevated storage tanks and two ground storage tanks owned and maintained by Ankeny in the distribution system that provide water storage needs. Ankeny owns, maintains and operates two ASR wells that together can feed up to 4.15 MGD to the system. Ankeny owns, maintains and operates two pump stations in the system, Delaware Pump Station and Magazine Pump Station, which both pump to the East pressure zone HGL. There are approximately 3,110 fire hydrants and 3,878 isolation valves located in the distribution system.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the drinking water distribution system to enhance their reliability, increase capacity, and to replace obsolete system to safely and reliably operate the City of Ankeny's drinking water distribution system for the next 20 years.

Proposed Improvements: The proposed project consists of a 2.5 million gallon elevated water storage tank and related improvements on a City-owned site near the

intersection of NW Irvinedale Drive and NW 36th Street in the City of Ankeny. This will include: the elevated tank, water main and appurtenances connecting to the distribution system on the site, site grading, access driveway from Irvinedale Drive into the site, storm water drainage and detention, fencing, electrical, controls, and bulk water sales station. The site will be configured and graded for the future addition of a City Public Works salt storage and brine makeup building on the site. The project will also include a sanitary sewer extension across the site and an 8' wide concrete trail/sidewalk along the west side of the site extending to the intersection of NW Irvinedale Dr and 36th St.

ALTERNATIVES CONSIDERED

Alternatives Considered: Alternatives considered by the City include No-Action, and three types of storage reservoirs: ground level, buried below-grade, and elevated. This project is part of the City's long-term plan to provide water system upgrades and combine pressure zones where needed.

Reasons for Selection of Proposed Alternative: The No-Action alternative is not viable due to the need to provide storage capacity in the Northwest pressure zone. The type of tower to be constructed was selected based on guidelines set forth by Insurance Service Office, Ten State Standards for Drinking Water, and Iowa DNR Design Standards to meet the needs of the City. The project site was selected for the availability of land, proximity to existing water mains and other utilities, engineering criteria, and separation distances as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups:

The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Flood Plain Management Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council

Osage Tribal Council
Otoe-Missouria Tribe
Pawnee Nation of Oklahoma
Peoria Tribe of Indians of Oklahoma
Ponca Tribe of Indians of Oklahoma
Ponca Tribe of Nebraska
Prairie Band Potawatomi Nation
Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of

visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact wetlands. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Ankeny in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of

1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be maintained water quality for the citizens of Ankeny. A catastrophic loss of water supply could result in City-wide health impacts due to a lack of sanitation and the use of other water sources that may not meet Federal drinking water standards.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.
- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Ankeny

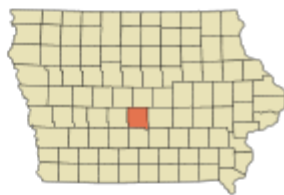
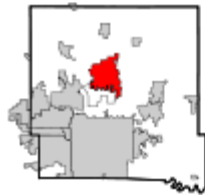
Date

Printed Name of the Mayor, City of Ankeny

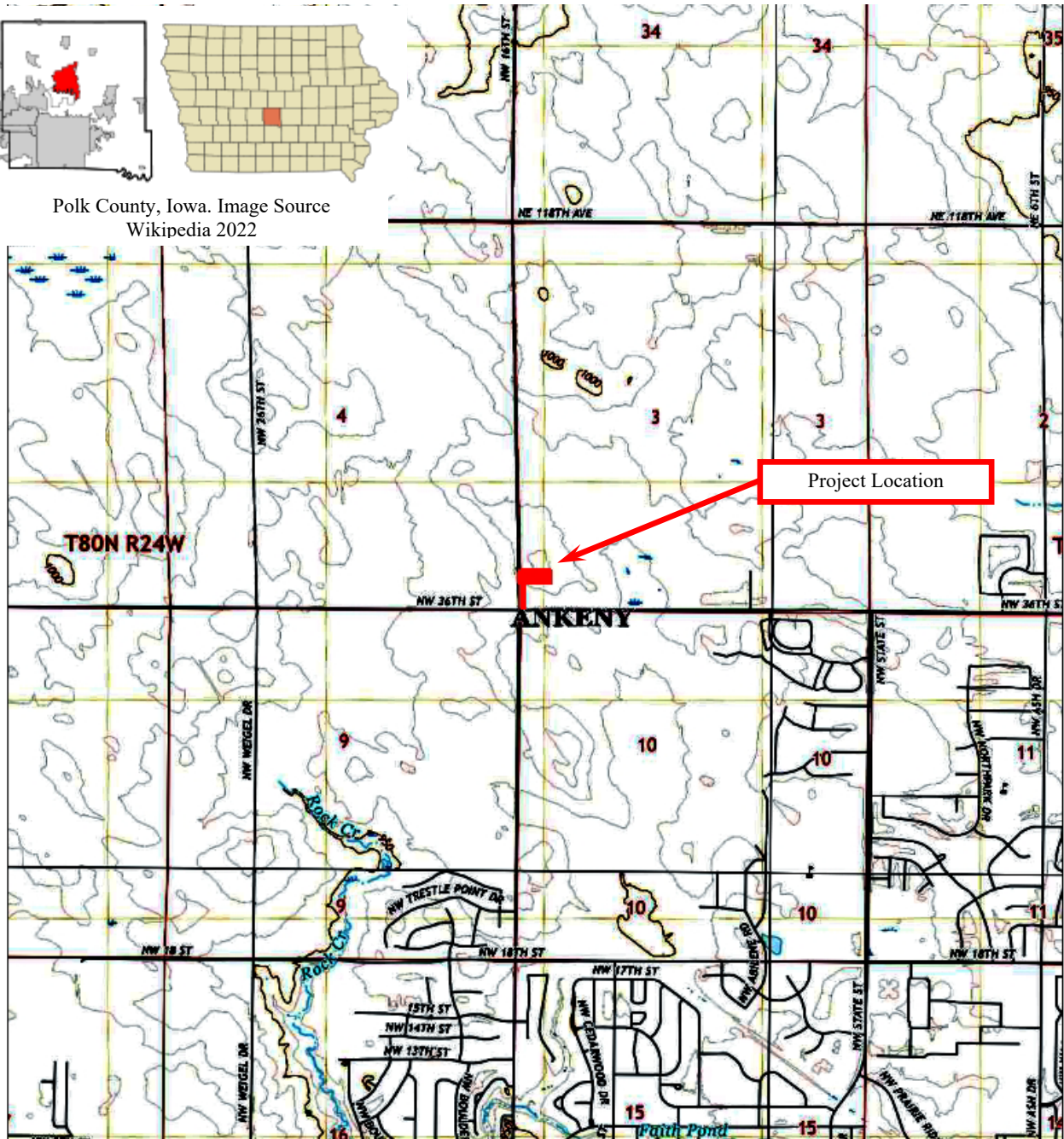
USGS 7.5 Minute Quadrangle: Polk City
Sections: 03, 04, Township: 80 N, Range: 24 W
Date: 1972
Scale: 1 Inch = 2,000 Feet



North



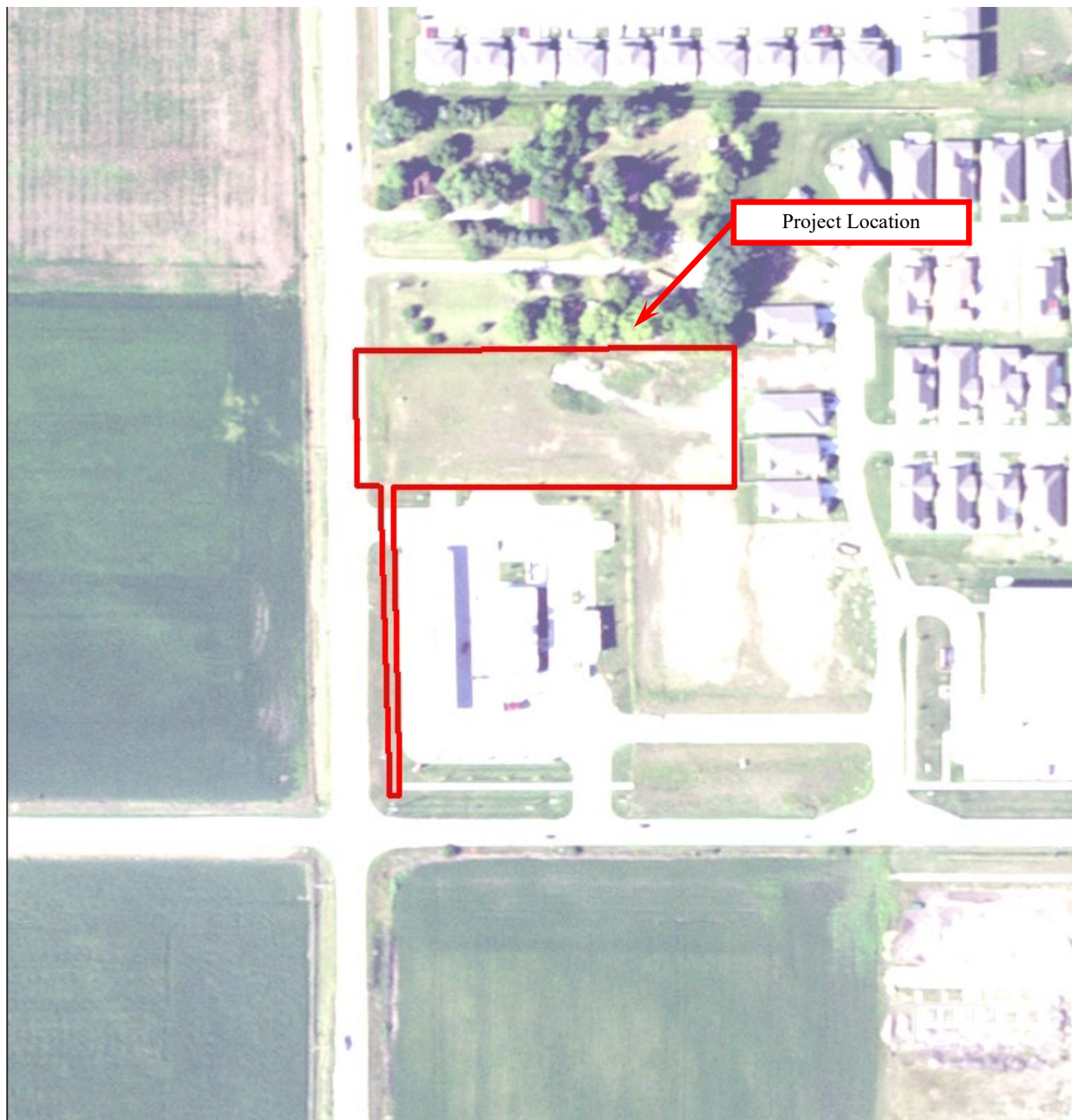
Polk County, Iowa. Image Source
Wikipedia 2022



Location information provided by HDR, Inc.



North



Aerial Photograph

NW Irvinedale Elevated Storage Tank
Ankeny, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

**DRINKING WATER STATE REVOLVING FUND
INTENDED USE PLAN (IUP) APPLICATION FORM**



This form may be used to apply for inclusion on the project priority list of the Drinking Water SRF IUP at the time the Preliminary Engineering Report is submitted. IUPs are developed on an annual basis with quarterly updates as needed. **This form is not an application for a loan.** SRF loan application materials may be obtained at www.iowasrf.com. The loan application should not be completed until after bids have been received.

Instructions:

Complete the requested information in the following sections to the best of your ability. Please print or type the information on the form. If a particular item does not apply to your system, enter n/a for "not applicable." Attach supporting documentation as needed. Keep a copy of the completed application for your records, submit a copy to your engineer, and submit the signed form to the following e-mail address: srf-iup@dnr.iowa.gov

For more information about the Drinking Water SRF IUP Application, contact Theresa Enright at 515-725-0498 or Theresa.enright@dnr.iowa.gov

Section 1: Applicant Information

Applicant Name: _____

Applicant Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative: _____

Telephone Number: _____ E-mail: _____

Signature: _____ Title: _____

*DUNS Number: _____

Consulting Engineer: _____

Firm: _____

Telephone Number: _____ E-mail: _____

Population Served: _____ Community: _____ Service Area: _____

Number of Service Connections: _____

***Please note:** The Dun and Bradstreet Number (DUNS) was collected as part of EPA 4700-4 form. That form is no longer required for SRF applicants. If the Owner does not have a DUNS number, request one at <http://fedgov.dnb.com/webform>. While loan recipients do not have to fill out the form, it is important to note that they are still required to comply with Title VI of the Civil Rights Act of 1964. Title VI provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

FOR SRF USE ONLY

PWSID Number: _____

Date Received: _____

DWSRF Number: _____

County: _____

Profit Status of the System (for Nontransient Noncommunity systems only):
Check one:
☐ Not for profit system
☐ Profit System

Percentage of Population meeting LMI criteria: _____ %

Method of determining percentage LMI
Check one:
☐ 2006-2010 American Community Survey Data
☐ Income survey (if checked, list party that conducted survey)

Please note: Extended term financing (up to 30 years) is now available to all projects based on the weighted average useful life of the project components. It is no longer only available to disadvantaged communities.

See Exhibit 8 - DWSRF Extended Term Worksheet

Are you interested in an extended loan term?
☐ Yes
☐ No

Anticipated final plans and specifications submittal date: _____

Anticipated construction start date: _____

Section 2: Brief Project Summary (Attach additional pages if necessary.)

Describe the reasons for the proposed project: (i.e. specific water quality problem or system improvement)

Describe the proposed project: (i.e., specific solution to the water quality problem, or proposed system improvement)

Which other funding programs are you considering to assist in completion of this project? (Check all that apply)

- ☐ Community Development Block Grant (CDBG)
- ☐ Rural Development Grant and/or Loan
- ☐ Clean Water State Revolving Fund (for water system waste treatment projects)
- ☐ Reserve Funds
- ☐ Other: _____

Does your project involve a consolidation of two or more water systems? (Check one)

- ☐ Yes
- ☐ No

If Yes, list systems and populations served: _____

Section 3: Project Cost

Cost Category	Estimated Total Cost in \$
Legal Expenses	
Land and Easements	+
Engineering Planning Fees	+
Engineering Design Fees	+
Engineering Construction Fees	+
Construction	+
Equipment	+
Other:	+
Other:	+
PROJECT SUBTOTAL	=
Contingencies	+
Planning and design loan proceeds, if rolling into construction loan	+
Less Any Funds Requested from Other Sources	-
LOAN SUBTOTAL	=
Loan Initiation Fee (Loan Subtotal x .005)	+
TOTAL IUP REQUEST (Round to the nearest \$1,000)	=

*Supporting materials may be requested to document funding requests and system needs.

Section 4: Consultants*

Bond Counsel Firm: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ E-mail: _____

Municipal Advisor Firm: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ E-mail: _____

*Please provide these contacts if known at the time of application. The requirement to engage a [Municipal \(Financial\) Advisor](#) is new to SRF for projects starting in fiscal year 2015.

Please include the following items with your application:

☐ Two official copies of the Preliminary Engineering Report, if not already submitted.

If already submitted, date submitted: _____

☐ Completed Viability Assessment Manual, available for download on our website at <http://www.iowadnr.gov/Environmental-Protection/Water-Quality/Water-Supply-Engineering/Viability-Capacity-Dev>

Please note: Complete applications must be postmarked by the deadline date listed at

http://www.iowasrf.com/program/drinking_water_loan_program/drinking_water_intended_use_plan_iup_information.cfm.

Section 5: Acquisition of Property by SRF Applicants

Note: Purchase of land may be eligible under the Drinking Water SRF. Please check with your project manager to confirm.

US ENVIRONMENTAL PROTECTION AGENCY
ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION
OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY
ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The _____ (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
 - a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
 - b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
 - c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
 - d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
 - e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.
2. For projects resulting in the acquisition of real property:
 - a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
 - b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
 - c. It will make every effort to acquire real property expeditiously through negotiation.
 - d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
 - e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
 - f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
 - g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
 - h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

(Legal Name of Applicant)

By

(Signature of Authorized Representative)

(Date)

SRF Environmental Review Checklist



The following checklist outlines the information needed to start the SRF Environmental Review (ER) Services. Please provide the following to: srf-iup@dnr.iowa.gov

*Environmental Review Services will not be initiated until after all items marked **REQUIRED** are received.

Applicant Name: _____

✓ Other federal funding sources that will be used for the proposed project. (Check ALL that apply) 

☐ No other federal funding sources are planned.

☐ CDBG

- What amount was requested? \$ _____
- Has the funding amount been awarded? ☐ Yes ☐ No
- Who is preparing the environmental review documents for this funding source? Please provide contact information. _____

☐ USDA-RD

- What amount was requested? \$ _____
- Has the funding amount been awarded? ☐ Yes ☐ No
- Who is preparing the environmental review documents for this funding source? Please provide contact information. _____

☐ Other: Please specify program _____

- What amount was requested? \$ _____
- Has the funding amount been awarded? ☐ Yes ☐ No
- Who is preparing the environmental review documents for this funding source? Please provide contact information. _____

✓ The anticipated construction start date for the proposed project. (Check ALL that apply) 

☐ The anticipated construction start date on the current IUP application is correct.

☐ The anticipated construction start date has changed from the date listed in the IUP application.

- What is the new anticipated construction start date for the project? _____

☐ The proposed project schedule is dependent on other funding source(s).

- Will the construction start date be delayed if other funding is not awarded? ☐ Yes ☐ No

☐ The proposed project schedule is dependent on an existing compliance schedule.

- What is the construction start date listed in the compliance schedule? _____

✓ A description of the current project scope including: what is proposed to be constructed, specific construction methods that will be used, estimated dimensions (length, width, depth) of excavated areas and the proposed construction schedule if construction will be phased (**REQUIRED**). 

- ✓ Indicate if any of the following ancillary impacts will result from the proposed project. (Check ALL that apply) 
- ☐ Abandonment or demolition (partial or entire) of existing building/structures
 - ☐ Borrow pits
 - ☐ Staging areas for equipment and materials
 - ☐ Temporary and/or permanent easement areas
 - ☐ Pavement replacement (street, driveway, sidewalk)
 - ☐ New access for roads/utility lines
- ✓ A recent aerial map with the marked boundaries of the project area. The map should also include labeled location(s) of all proposed construction boundaries (include any ancillary impacts listed above as applicable). If a specific area has yet to be defined, please mark a larger area that will include the final project area. 
- ☐ An aerial map of the project area map is included **(REQUIRED)**:
- What is the approximate size of the total project area? _____ acres
 - How much of the total project area will be impacted by ground-disturbing (excavation, grading, tree removal, etc.) construction activity? _____ acres
- ☐ A site sketch of the project area map is included with the following **(REQUIRED)**:
- All locations of ground disturbance and staging areas marked
 - North arrow
 - A minimum of one labeled street
- ☐ Shape files have been provided
- ✓ Photos with a descriptive caption (include location & direction) of the project area showing current land use and habitat. 
- ☐ Photos with captions are included (digital files are preferred).
- ✓ Indicate which of the following impacts are anticipated as a result of the proposed project. (Check ALL that apply) 
- ☐ Demolition, abandonment or rehabilitation of any building/structure over 50 years old. Picture(s) showing the interior and exterior façade of the building/structure should be provided. Provide the following information for each building/structure over 50 years old that will be impacted. 
- What year was the building/structure originally constructed? If the exact year is unknown, provide an estimate **(REQUIRED)**. _____
 - What material(s) is the building/structure made of? _____
 - Have any additions or substantial alterations to the building/structure occurred? If so, describe what was done and when. _____
- ☐ Brick sewers or street surfaces will be disturbed by construction activity. 
- Has a historic context (including Iowa Site Inventory Forms) been prepared for the brick sewers/street surfaces? ☐ Yes ☐ No
 - Describe any planned steps to minimize adverse effect to the brick sewers/streets.
- ☐ Existing prairie will be disturbed by construction activity. 
- How much prairie will be disturbed? _____ acres
 - Has a floral study been conducted of the prairie area? ☐ Yes ☐ No
 - Describe any planned steps to minimize adverse effect to the prairie.

☐ Trees (greater than 4" diameter breast height) will be removed. 

- Will tree removal occur between October 1 and March 31 to avoid impacting federally threatened or endangered bat species during the summer maternity period? ☐ Yes ☐ No

☐ Wetlands will be disturbed by construction activity. 

- How much of the wetland area will be permanently impacted? _____ acres
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

**In the interest of keeping your project on schedule, SRF recommends submitting the Joint Application prior to or immediately following the submission of this document.

☐ Planned stream/creek crossings. 

- What is the name of the stream/creek crossing? _____
- What construction method(s) are planned for the crossing? _____
- Will excavation activity take place to the bed, bank of the stream/creek? ☐ Yes ☐ No
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

☐ Planned work within a mapped 100-year flood plain. 

- What construction activity is planned within the flood plain? _____
- If ground disturbance will occur, will pre-construction contours be restored after construction activity is completed? ☐ Yes ☐ No
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

☐ Planned work within state or federal owned and/or managed land. 

- What construction activity is planned within state/federal land? _____
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

☐ Farmland will be permanently converted to non-agricultural uses. 

- What is the total size of the farm unit(s) that contains the project area? _____ acres
- How much of the project area has been farmed (managed for a scheduled harvest or timber activity) more than 5 of the last 10 years? _____ acres
- How much of the project area will be permanently converted from agricultural use as a result of the proposed project? _____ acres

✓ Landowner permission is required for archaeological survey on private property, if needed. *Please note that archaeological survey will not begin until this permission is obtained. **City of Ankeny is the Landowner.**

☐ Yes, landowner permission has been obtained (documentation is provided). 

- Does the landowner(s) have any specific requests or requirements for archeological work to be conducted (for example, before/after harvest)? _____ acres

☐ No, landowner permission has not been obtained at this time.

- When is landowner permission anticipated to be obtained? _____

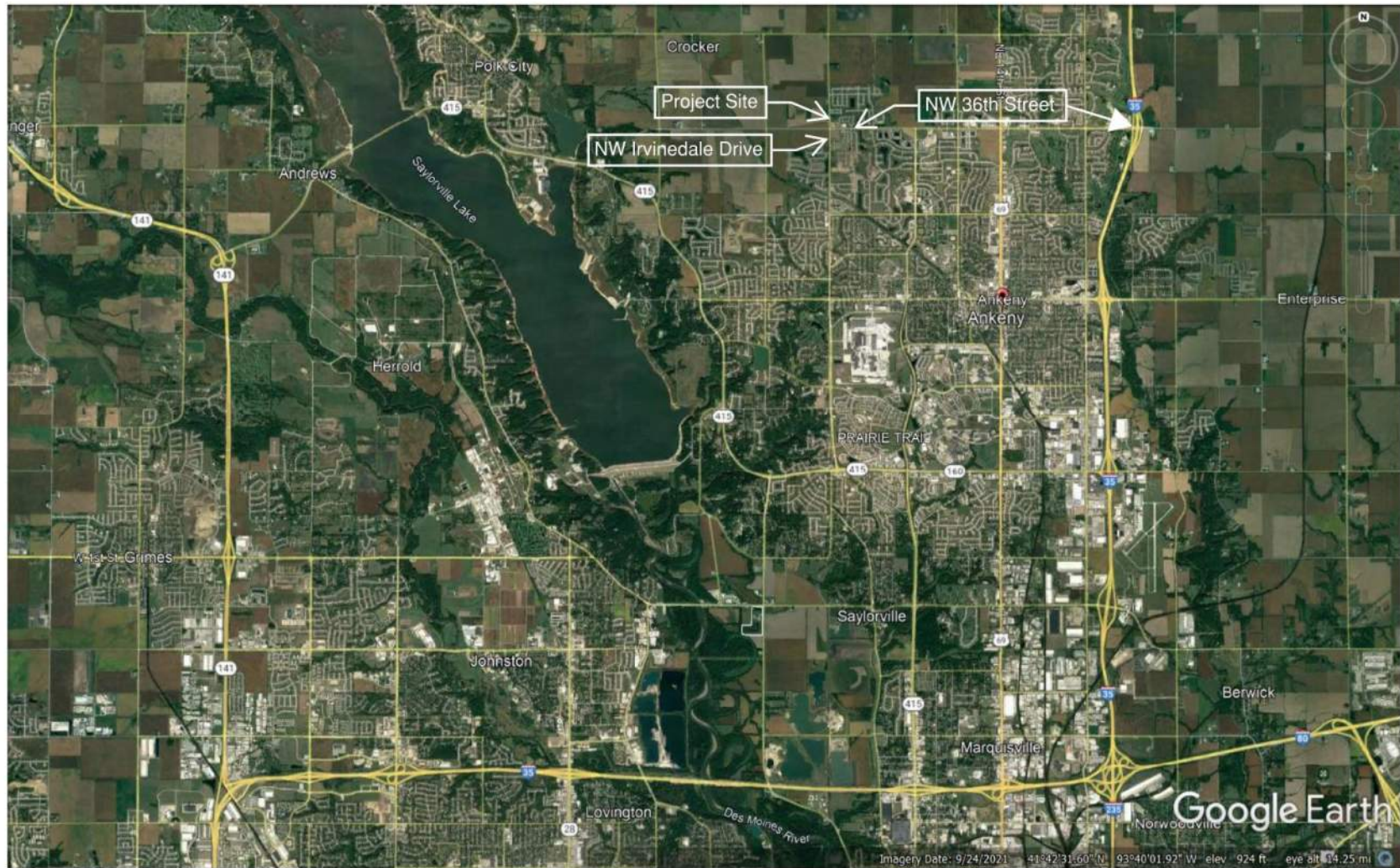
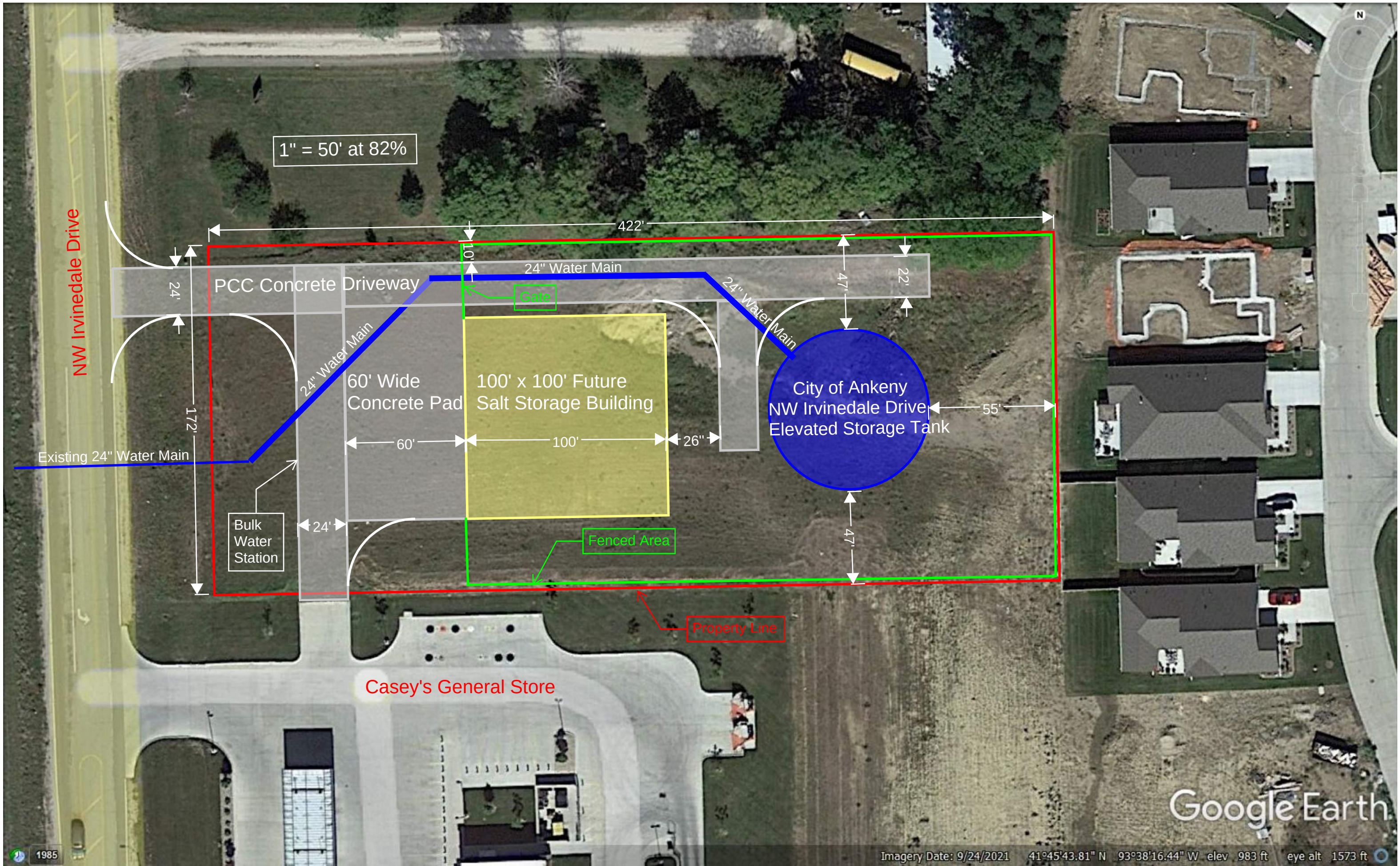
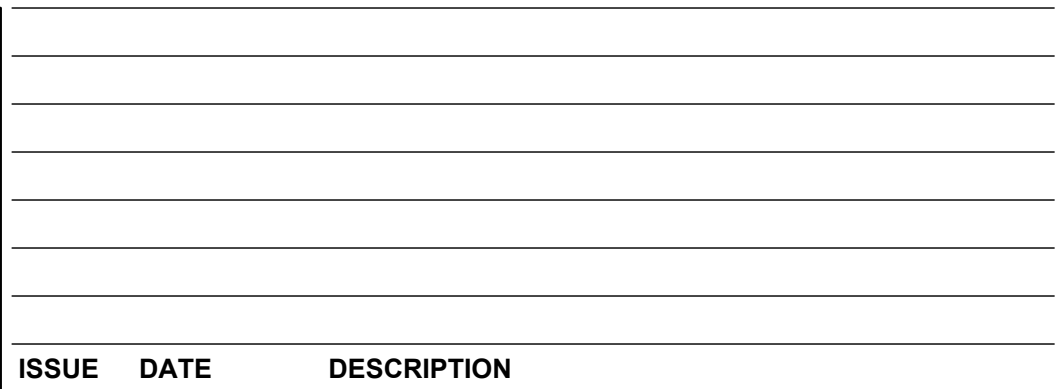


Figure 1 – Project Site Location Map



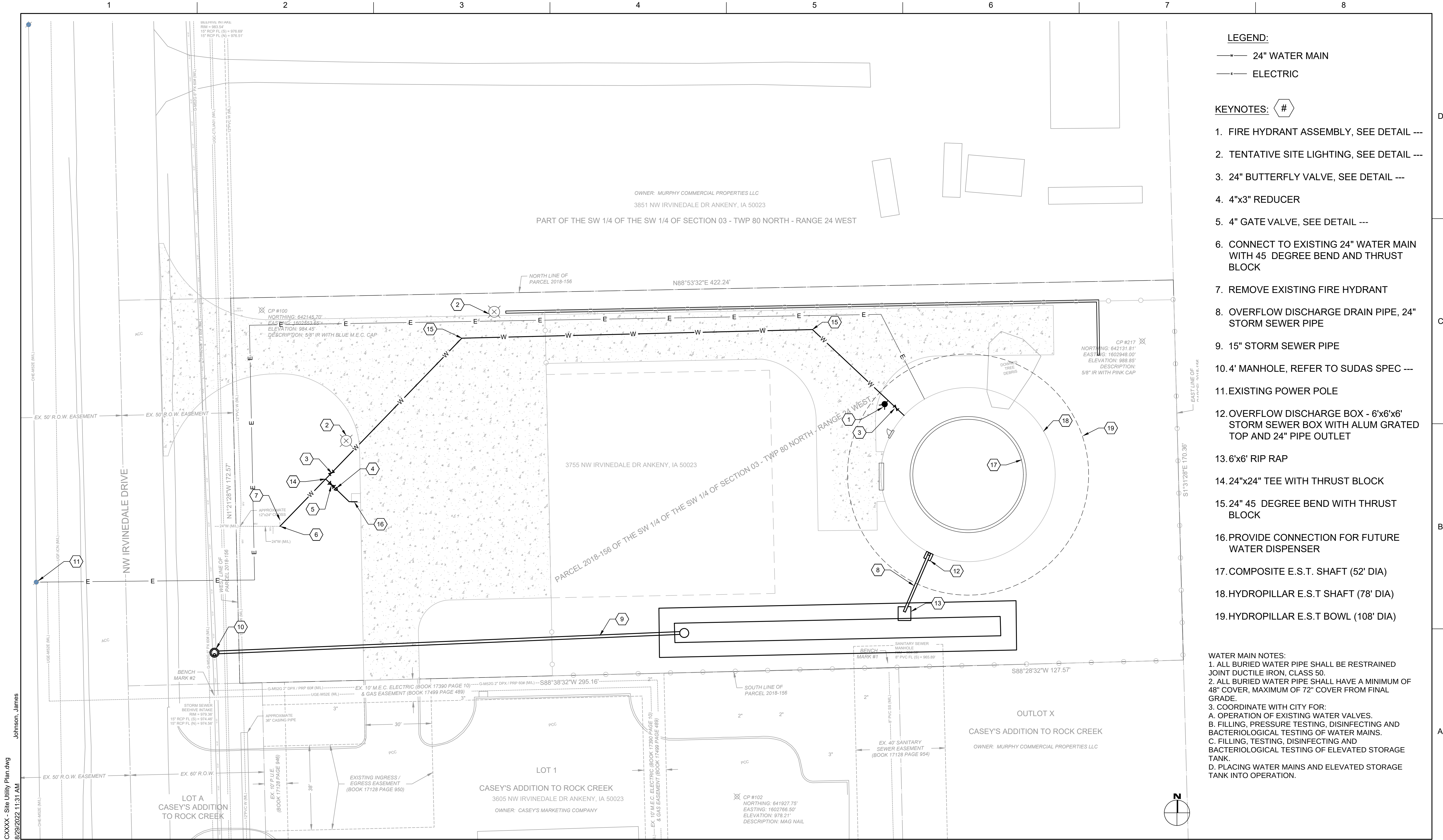


**PRELIMINARY
NOT FOR
CONSTRUCTION**

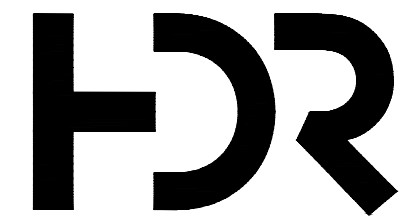
ELECTRONIC SEAL & SIGNATURE HAVE BEEN
REMOVED. THIS SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT



FILENAME	CXXXX - Site Layout Plan.dwg
SCALE	NONE



CXXX - Site Utility Plan.dwg
8/29/2022 11:31 AM
Johnson, James

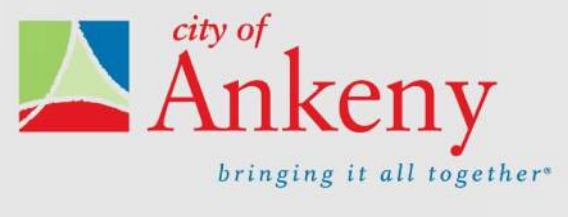


ISSUE	DATE	DESCRIPTION

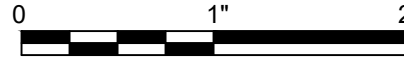
PROJECT MANAGER	M. DUBEN
CIVIL	B. HINDLEY
PROCESS	S. FLEMING
STRUCTURAL	D. WISEMAN
ELECTRICAL	K. BOYD
PROJECT NUMBER	10345779

**PRELIMINARY
NOT FOR
CONSTRUCTION**
ELECTRONIC SEAL & SIGNATURE HAVE BEEN
REMOVED. THIS SHOULD NOT BE CONSIDERED A
CERTIFIED DOCUMENT

08-2022



**CITY OF ANKENY
POLK COUNTY, IOWA
NW IRVINGDALE DRIVE
ELEVATED WATER
STORAGE TANK**



**CIVIL
SITE PIPNG PLAN**

FILENAME	CXXX - Site Utility Plan.dwg
SCALE	1" = 20'



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-14: Proposed 2023 PCC Street Patching Program

EXECUTIVE SUMMARY:

The 2023 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at four (4) separate locations, generally located on:

- Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9” patches),
- Site 2 – NW State Street between West First Street and NW 9th Street (9” patches),
- Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8” pavement), and
- Site 4 – NE 16th Street and NE Innsbruck Court intersection (7” pavement).

The construction improvements include approximately 2,175 SY of 9” thick PCC Class C-SUD full depth patches, 2,125 SY of 8” thick PCC Class C-SUD street pavement, and 1,350 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing

intake, temporary traffic control, temporary lane separator system, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, February 14, 2023. Six (6) bids were received as follows:

1. TK Concrete, Inc. \$840,250.00
2. All Star Concrete, LLC \$865,828.00
3. Shekar Engineering, PLC \$954,422.02
4. The Concrete Contracting Co., Inc. \$999,621.00
5. Hawkeye Paving Corp. \$1,037,842.00
6. Iowa Civil Contracting, Inc. \$1,085,576.84

The Engineer's Estimate for the project was \$896,860.00. The bids were approximately 6% below to 21% above the estimate. TK Concrete, Inc. has previously completed similar projects for the City of Ankeny, including the 2020 PCC Pavement Preservation Program project. It is recommended that the project be awarded to TK Concrete, Inc. of Pella, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project as follows:

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, except that work on Site 3 and Site 4 shall begin no earlier than June 5, 2023 and no later than July 5, 2023.

The Contractor shall substantially complete each of the four (4) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – thirty (30) Working Days,

Site 2 – thirty (30) Working Days,

Site 3 – thirty (30) Working Days, and

Site 4 – twenty (20) Working Days.

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, with the new street and sidewalk pavement fully open to traffic

The Contractor shall fully complete the overall project no later than September 15, 2023. Full completion for the overall project shall be defined as all work including permanent pavement markings, 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 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost (\$896,860.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2023 PCC Street Patching Program project.
3. Receive and file the report of bids received on February 14, 2023.
4. Approve Resolution, making award of construction contract to TK Concrete, Inc. of Pella, Iowa.
5. Approve Resolution, approving contract and bonds with TK Concrete, Inc. in the amount of \$840,250.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 17, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as February 14, 2023, and setting the public hearing date as February 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-14.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Bid Sheet

 Bid Tabulation
 RES - plans, specs
 RES - making award
 RES - approving contract
 Location Map
 Contract



PUBLIC HEARING 2023-14

5:30 P.M.

FEBRUARY 20, 2023

PROPOSED 2023 PCC STREET PATCHING PROGRAM

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 2023 PCC Street Patching Program. Notice of this hearing was published in the Des Moines Register on the 3rd day of February, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-14.

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



REC'D & FILED
BY CITY COUNCIL
2/20/23

BID LETTING

10:30 A.M.

FEBRUARY 14, 2023

2023 PCC STREET PATCHING PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Street Patching Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works Department.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 896,860⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Hawkeye Paving Corporation PO Box 849 801 42nd St South Bettendorf, IA 52722	1,037,842 ⁰⁰	✓
2) ✓	Tawa Civil Contracting Inc 1106 3rd St Victor IA 52347	1,085,576 ⁸⁴	✓
3) ✓	The Concrete Co PO Box 556 Grimes, IA 50111	1,015,158 ⁰⁰	✓
4) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	865,828 ⁰⁰	✓
* 5) ✓	TK Concrete 1608 Fitch Rd Pella IA 50219	840,250 ⁰⁰	✓
6) ✓	Shekar Engineering PLC 2600 MLK Jr Pkwy #200 Des Moines IA 50310	954,422 ⁰²	✓

*Apparent Low Bidder

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

*Apparent Low Bidder

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

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

Bid Tabulation																								
2023 PCC Street Patching Program																								
East First Street / NW State Street / SE Glenbrooke Boulevard & SE 29th Street / NE 16th Street & NE Innsbruck Court																								
Bid Date: February 14, 2023																								
		Engineer's Estimate			TK Concrete, Inc.			All Star Concrete, LLC			Shekar Engineering, PLC			The Concrete Contracting Company, Inc.			Hawkeye Paving Corp.			Iowa Civil Contracting, Inc.				
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	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, Reuse Casting	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 1,710.00	\$ 1,710.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,350.00	\$ 2,350.00
6.02	6010-E-1	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,052.00	\$ 2,052.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,300.00	\$ 3,300.00
6.03	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,280.00	\$ 2,280.00	1	\$ 4,250.00	\$ 4,250.00	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,400.00	\$ 2,400.00
6.04	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	8	\$ 1,500.00	\$ 12,000.00	8	\$ 2,250.00	\$ 18,000.00	8	\$ 3,200.00	\$ 25,600.00	8	\$ 2,109.00	\$ 16,872.00	8	\$ 3,950.00	\$ 31,600.00	8	\$ 2,500.00	\$ 20,000.00	8	\$ 4,750.00	\$ 38,000.00
6.05	6010-F-2	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 4,560.00	\$ 4,560.00	1	\$ 7,350.00	\$ 7,350.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 8,780.00	\$ 8,780.00
		STREETS AND RELATED WORK																						
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341	\$ 90.00	\$ 120,690.00	1,341	\$ 76.00	\$ 101,916.00	1,341	\$ 72.00	\$ 96,552.00	1,341	\$ 96.90	\$ 129,942.90	1,341	\$ 92.00	\$ 123,372.00	1,341	\$ 100.00	\$ 134,100.00	1,341	\$ 126.00	\$ 168,966.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129	\$ 100.00	\$ 212,900.00	2,129	\$ 90.00	\$ 191,610.00	2,129	\$ 90.00	\$ 191,610.00	2,129	\$ 102.60	\$ 218,435.40	2,129	\$ 104.00	\$ 221,416.00	2,129	\$ 118.00	\$ 251,222.00	2,129	\$ 132.02	\$ 281,070.58
7.03	7030-A-1	Removal of Sidewalk	SY	160	\$ 15.00	\$ 2,400.00	160	\$ 15.00	\$ 2,400.00	160	\$ 20.00	\$ 3,200.00	160	\$ 22.80	\$ 3,648.00	160	\$ 20.00	\$ 3,200.00	160	\$ 25.00	\$ 4,000.00	160	\$ 15.00	\$ 2,400.00
7.04	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	105	\$ 65.00	\$ 6,825.00	105	\$ 70.00	\$ 7,350.00	105	\$ 50.00	\$ 5,250.00	105	\$ 79.80	\$ 8,379.00	105	\$ 74.00	\$ 7,770.00	105	\$ 140.00	\$ 14,700.00	105	\$ 108.00	\$ 11,340.00
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	96	\$ 100.00	\$ 9,600.00	96	\$ 87.50	\$ 8,400.00	96	\$ 65.00	\$ 6,240.00	96	\$ 91.20	\$ 8,755.20	96	\$ 135.00	\$ 12,960.00	96	\$ 170.00	\$ 16,320.00	96	\$ 145.00	\$ 13,920.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	112	\$ 60.00	\$ 6,720.00	112	\$ 55.00	\$ 6,160.00	112	\$ 55.00	\$ 6,160.00	112	\$ 51.30	\$ 5,745.60	112	\$ 65.00	\$ 7,280.00	112	\$ 70.00	\$ 7,840.00	112	\$ 65.00	\$ 7,280.00
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168	\$ 130.00	\$ 281,840.00	2,168	\$ 115.00	\$ 249,320.00	2,168	\$ 120.00	\$ 260,160.00	2,168	\$ 131.10	\$ 284,224.80	2,168	\$ 155.00	\$ 336,040.00	2,168	\$ 160.00	\$ 346,880.00	2,168	\$ 149.62	\$ 324,376.16
7.08	7040-B	Subbase Over-excavation, 6" Depth	SY	500	\$ 15.00	\$ 7,500.00	500	\$ 20.00	\$ 10,000.00	500	\$ 15.00	\$ 7,500.00	500	\$ 17.10	\$ 8,550.00	500	\$ 30.00	\$ 15,000.00	500	\$ 20.00	\$ 10,000.00	500	\$ 25.00	\$ 12,500.00
7.09	7040-H	Pavement Removal, PCC	SY	3,470	\$ 15.00	\$ 52,050.00	3,470	\$ 15.00	\$ 52,050.00	3,470	\$ 15.00	\$ 52,050.00	3,470	\$ 15.40	\$ 53,438.00	3,470	\$ 20.00	\$ 69,400.00	3,470	\$ 25.00	\$ 86,750.00	3,470	\$ 22.00	\$ 76,340.00
		TRAFFIC CONTROL																						
8.01	8020-B	Painted Pavement Markings, Waterborne	STA	10.3	\$ 250.00	\$ 2,575.00	10.3	\$ 750.00	\$ 7,725.00	10.3	\$ 600.00	\$ 6,180.00	10.3	\$ 1,026.00	\$ 10,567.80	10.3	\$ 550.00	\$ 5,665.00	10.3	\$ 600.00	\$ 6,180.00	10	\$ 660.00	\$ 6,798.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	3.8	\$ 500.00	\$ 1,900.00	3.8	\$ 1,200.00	\$ 4,560.00	3.8	\$ 950.00	\$ 3,610.00	3.8	\$ 1,482.00	\$ 5,631.60	3.8	\$ 600.00	\$ 2,280.00	3.8	\$ 950.00	\$ 3,610.00	4	\$ 1,045.00	\$ 3,971.00
8.03	8020-F	Wet, Retroreflective Removable Tape Markings	STA	1.6	\$ 750.00	\$ 1,200.00	1.6	\$ 375.00	\$ 600.00	1.6	\$ 250.00	\$ 400.00	1.6	\$ 855.00	\$ 1,368.00	1.6	\$ -	\$ -	1.6	\$ 250.00	\$ 400.00	2	\$ 275.00	\$ 440.00
8.04	8020-M	Grooves Cut for Pavement Markings	STA	3.8	\$ 500.00	\$ 1,900.00	3.8	\$ 1,225.00	\$ 4,655.00	3.8	\$ 975.00	\$ 3,705.00	3.8	\$ 1,710.00	\$ 6,498.00	3.8	\$ 750.00	\$ 2,850.00	3.8	\$ 1,000.00	\$ 3,800.00	4	\$ 1,072.50	\$ 4,075.50
8.05	8030-A	Temporary Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 45,000.00	\$ 45,000.00	1	\$ 39,900.00	\$ 39,900.00	1	\$ 51,300.00	\$ 51,300.00	1	\$ 35,000.00	\$ 35,000.00	1	\$ 50,000.00	\$ 50,000.00	1	\$ 45,000.00	\$ 45,000.00
8.06	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 250.00	\$ 5,000.00	20	\$ 175.00	\$ 3,500.00	20	\$ 228.00	\$ 4,560.00	20	\$ 500.00	\$ 10,000.00	20	\$ 100.00	\$ 2,000.00	20	\$ 192.50	\$ 3,850.00
8.07	8030-999-B	Temporary Lane Separator System (TLSS)	LF	1,384	\$ 15.00	\$ 20,760.00	1,384	\$ 18.50	\$ 25,604.00	1,384	\$ 16.50	\$ 22,836.00	1,384	\$ 25.08	\$ 34,710.72	1,384	\$ 7.00	\$ 9,688.00	1,384	\$ 10.00	\$ 13,840.00	1,384	\$ 18.15	\$ 25,119.60
		SITE WORK AND LANDSCAPING																						
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 7,000.00	\$ 1,400.00	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 14,820.00	\$ 2,964.00	0.2	\$ 15,000.00	\$ 3,000.00	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 22,000.00	\$ 4,400.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$ 10,000.00	\$ 2,000.00	0.2	\$ 50,000.00	\$ 10,000.00	0.2	\$ 25,000.00	\$ 5,000.00	0.2	\$ 17,100.00	\$ 3,420.00	0.2	\$ 20,000.00	\$ 4,000.00	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 22,000.00	\$ 4,400.00
		MISCELLANEOUS																						
11.01	11,020-A	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 60,000.00	\$ 60,000.00	1	\$ 78,000.00	\$ 78,000.00	1	\$ 42,800.00	\$ 42,800.00	1	\$ 45,000.00	\$ 45,000.00	1	\$ 50,000.00	\$ 50,000.00	1	\$ 25,000.00	\$ 25,000.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 9,200.00	\$ 9,200.00	1	\$ 11,970.00	\$ 11,970.00	1	\$ 12,500.00	\$ 12,500.00	1	\$ 200.00	\$ 200.00	1	\$ 2,500.00	\$ 2,500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 11,400.00	\$ 11,400.00	1	\$ 9,500.00	\$ 9,500.00	1	\$ 200.00	\$ 200.00	1	\$ 2,500.00	\$ 2,500.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,250.00	\$ 6,500.00	2	\$ 3,500.00	\$ 7,000.00	2	\$ 5,700.00	\$ 11,400.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00	\$ 2,000.00
11.05	11,050-A	Concrete Washout	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,175.00	\$ 3,175.00	1	\$ 7,239.00	\$ 7,239.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 500.00	\$ 500.00	1	\$ 2,500.00	\$ 2,500.00
TOTAL AMOUNT BID =				\$ 896,860.00			\$ 840,250.00			\$ 865,828.00			\$ 954,422.02			\$ 999,621.00			\$ 1,037,842.00			\$ 1,085,576.84		

The contractor acknowledged Addendum No. 1 on their Proposal. However, the Contractor failed to download the Addendum from QuestCDN.com, and failed to utilize the revised Contract Documents and the revised Proposal form when formulating their bid. Therefore, the bid is being deemed non-responsive and the Proposal is being rejected.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 PCC STREET PATCHING PROGRAM", 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 2023 PCC STREET PATCHING PROGRAM

WHEREAS, on the 17th day of January, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 PCC Street Patching Program; and

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

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

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

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

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC STREET PATCHING PROGRAM", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC STREET PATCHING PROGRAM

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 2023 PCC Street Patching Program, described in the plans and specifications heretofore adopted by this Council on February 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **TK Concrete, Inc.** of **Pella, Iowa**

Amount of bid: **\$840,250.00**

Portion of project: All construction work

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

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

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC STREET PATCHING PROGRAM", 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 2023 PCC STREET PATCHING
PROGRAM**

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 2023 PCC Street Patching Program, 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: TK Concrete, Inc. of Pella, Iowa

Amount of bid: \$840,250.00

Bond surety: _____

Date of bond: _____

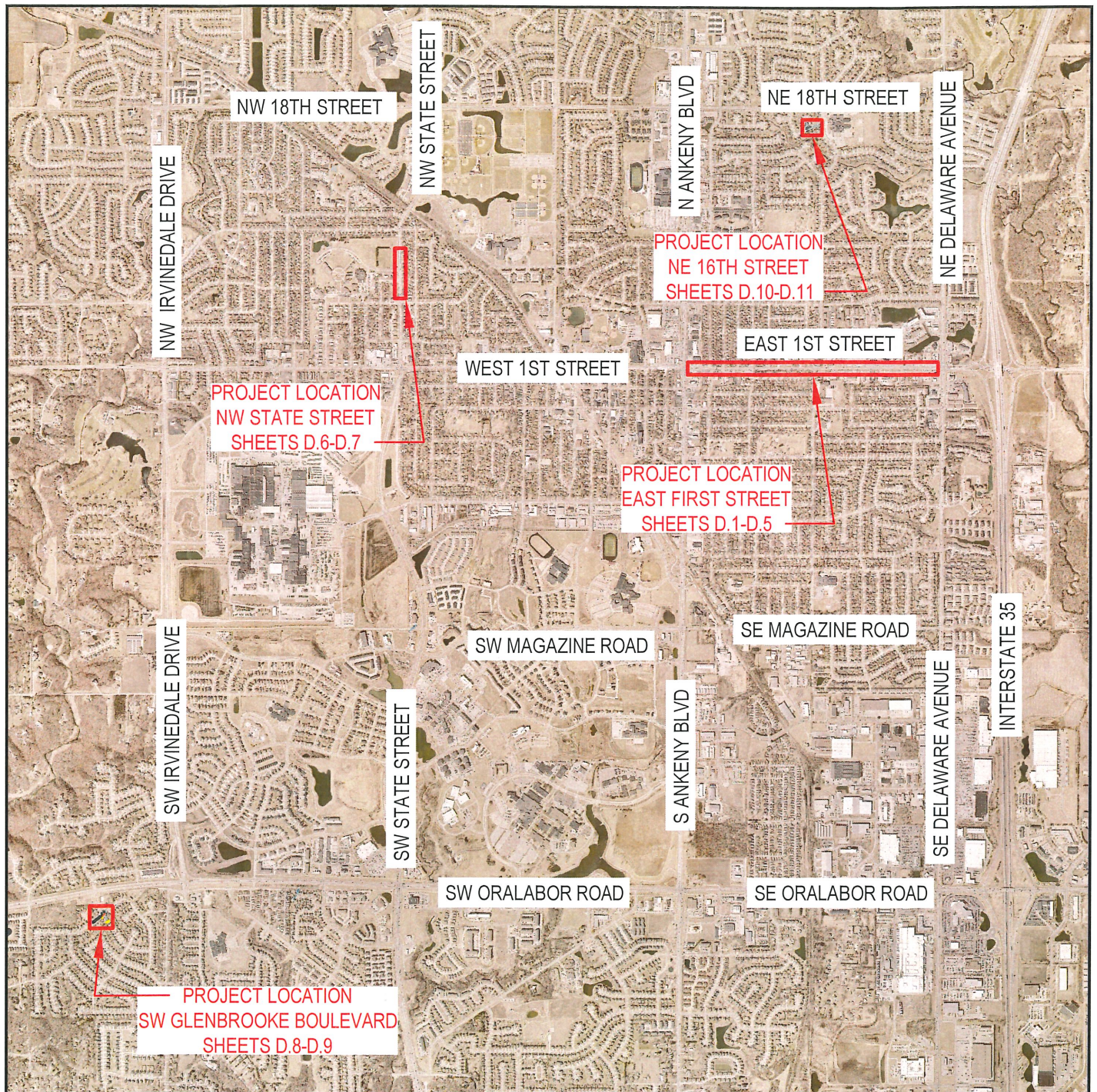
Portion of project: All construction work

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

Mayor

ATTEST:

City Clerk



VICINITY MAP
1 INCH = 3000 FEET

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and TK Concrete, 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:

2023 PCC STREET PATCHING PROGRAM

The 2023 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at four (4) separate locations, generally located on:

- Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9" patches),
- Site 2 – NW State Street between West First Street and NW 9th Street (9" patches),
- Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8" pavement), and
- Site 4 – NE 16th Street and NE Innsbruck Court intersection (7" pavement).

The construction improvements include approximately 2,175 SY of 9" thick PCC Class C-SUD full depth patches, 2,125 SY of 8" thick PCC Class C-SUD street pavement, and 1,350 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, temporary lane separator system, 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 Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Hundred Forty Thousand, Two Hundred Fifty DOLLARS (\$840,250.00), 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 each of the four (4) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – thirty (30) Working Days,
Site 2 – thirty (30) Working Days,
Site 3 – thirty (30) Working Days, and
Site 4 – twenty (20) 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, with the new street and sidewalk pavement fully open to traffic. A six-day work week is not required. **However, working days will be charged on Saturdays and Sundays that the Contractor elects to work.** 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 no later than **September 15, 2023**. Full completion for the overall project shall be defined as all work including permanent pavement markings, temporary surface restoration, and 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).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

TK Concrete, Inc.

Contractor

By

Anthony Verkleer

Signature

President

Title

1608 Fifield Rd

Street Address

Pella, IA 50219

City, State, Zip Code

641 628 4540

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 09 23 - 36 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
Warren County)

On this 20th day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony Vermeer and _____, to me known, who, being by me duly sworn, did say that they are the President, 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 Anthony Vermeer and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Blane Reutter
Notary Public in and for the State of Iowa
My commission expires 3/10, 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
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, Reuse Casting	EA	1	\$2,000.00	\$2,000.00
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1	\$2,500.00	\$2,500.00
6.03	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$2,500.00	\$2,500.00
6.04	Intake Adjustment, Minor, Single Grate	EA	8	\$2,250.00	\$18,000.00
6.05	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1	\$5,000.00	\$5,000.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341	\$76.00	\$101,916.00
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129	\$90.00	\$191,610.00
7.03	Removal of Sidewalk	SY	160	\$15.00	\$2,400.00
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	105	\$70.00	\$7,350.00
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	96	\$87.50	\$8,400.00
7.06	Detectable Warnings, Galvanized Steel	SF	112	\$55.00	\$6,160.00
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168	\$115.00	\$249,320.00
7.08	Subbase Over-excavation, 6" Depth	SY	500	\$20.00	\$10,000.00
7.09	Pavement Removal, PCC	SY	3,470	\$15.00	\$52,050.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Waterborne	STA	10.3	\$750.00	\$7,725.00
8.02	Painted Pavement Markings, Durable	STA	3.8	\$1,200.00	\$4,560.00
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.6	\$375.00	\$600.00
8.04	Grooves Cut for Pavement Markings	STA	3.8	\$1,225.00	\$4,655.00
8.05	Temporary Traffic Control	LS	1	\$45,000.00	\$45,000.00
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$250.00	\$5,000.00
8.07	Temporary Lane Separator System (TLSS)	LF	1,384	\$18.50	\$25,604.00

	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$7,000.00	\$1,400.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$50,000.00	\$10,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$60,000.00	\$60,000.00
11.02	Maintenance of Postal Service	LS	1	\$2,500.00	\$2,500.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$2,500.00	\$2,500.00
11.04	Temporary Pedestrian Ramp	EA	2	\$3,250.00	\$6,500.00
11.05	Concrete Washout	LS	1	\$5,000.00	\$5,000.00

TOTAL CONTRACT AMOUNT =

\$840,250.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Hundred Forty Thousand, Two Hundred Fifty DOLLARS (\$840,250.00), 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 20th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 PCC STREET PATCHING PROGRAM

The 2023 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at four (4) separate locations, generally located on:

- Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9" patches),
- Site 2 – NW State Street between West First Street and NW 9th Street (9" patches),
- Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8" pavement), and
- Site 4 – NE 16th Street and NE Innsbruck Court intersection (7" pavement).

The construction improvements include approximately 2,175 SY of 9" thick PCC Class C-SUD full depth patches, 2,125 SY of 8" thick PCC Class C-SUD street pavement, and 1,350 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, temporary lane separator system, 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.

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 21st day of February, 2023.

PRINCIPAL:

TK Concrete, Inc.
Contractor

By

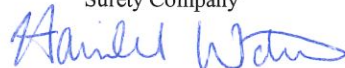

Signature

Accountant
Title

SURETY:

Old Republic Surety Company
Surety Company

By


Signature Attorney-in-Fact Officer

Havilah Watson
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave. Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER,
HAVILAH WATSON of WEST DES MOINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0605

Signed and sealed at the City of Brookfield, WI this 21st day of February, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ZIP BONDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2023

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945		CONTACT NAME: K.C. Spooner PHONE (A/C, No, Ext): 515-453-9371 FAX (A/C, No): 515-453-9371 E-MAIL ADDRESS: Kelly.Spooner@AssuredPartners.com	
License#: 1001000272 TKCONCR-01		INSURER(S) AFFORDING COVERAGE	
INSURED TK Concrete Inc 1608 Fifield Road Pella IA 50219		INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23434	

COVERAGES**CERTIFICATE NUMBER:** 46961524**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 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		A0177539	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 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			A0177539	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			A0177539	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
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 Y	N/A	A0177539	9/1/2022	9/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2023 PCC Street Patching Program

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

City of Ankeny are 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 Public Services
1210 NW Prairie Ridge Dr
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

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-15: Proposed 2023 PCC Reconstruction Program - SE Creekview Drive

EXECUTIVE SUMMARY:

The 2023 PCC Reconstruction Program – SE Creekview Drive project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9” thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9” thick PCC Class C-SUD handwork, 60 LF of 9” thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7” thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, 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 14, 2023. Six (6) bids were received as follows:

1. Alliance Construction Group, LLC \$491,807.50
2. All Star Concrete, LLC \$525,700.00
3. Shekar Engineering, PLC \$565,802.25
4. TK Concrete, Inc. \$592,860.00
5. Manatt's, Inc. \$595,664.80
6. Iowa Civil Contracting, Inc. \$636,674.75

The Engineer's Estimate for the project was \$553,815.00. The bids ranged from approximately 11% below to 15% above the estimate. Alliance Construction Group, LLC has completed similar slip-form paving projects for the City of Ankeny in the past, including the SW State Street Reconstruction - Northbound Lanes project in 2020, and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 PCC Reconstruction Program - SE Creekview Drive project to Alliance Construction Group, LLC of Urbandale, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 3, 2023 and no later than May 1, 2023.

The Contractor shall substantially complete the overall project in 50 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project in 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 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 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$553,815.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the 2023 PCC Reconstruction Program - SE Creekview Drive project.
3. Receive and file the report of bids received on February 14, 2023.
4. Approve Resolution, making award of construction contract to Alliance Construction Group, LLC of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with Alliance Construction Group, LLC in the amount of \$491,807.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 17, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as February 14, 2023, and setting the public hearing date as February 20, 2023.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners will be held in March 2023. Property owners will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-15.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-15

5:30 P.M.

FEBRUARY 20, 2023

PROPOSED 2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DR

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 2023 PCC Reconstruction Program – SE Creekview Dr. Notice of this hearing was published in the Des Moines Register on the 3rd day of February, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-15.

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 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 2023
PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW
DRIVE

WHEREAS, on the 17th day of January, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 PCC Reconstruction Program - SE Creekview 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 20th day of February, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
2/20/23

BID LETTING

10:30 A.M.

FEBRUARY 14, 2023

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Reconstruction Program – SE Creekview Drive in accordance with the Plans and Specifications prepared by City of Ankeny Public Works Department.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 553,815⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Iowa Civil Contracting Inc 1106 3rd St Victor IA 52347	636,674 ⁷⁵	✓
2) ✓	Manatt's Inc 6333 NW Beaver Rd Johnston IA 50131	595,664 ⁸⁰	✓
* 3) ✓	Alliance Construction Group LLC 9400 Plum Drive Ste 100 Urbandale IA 50322	491,807 ⁵⁰	✓
4) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	525,700 ⁰⁰	✓
5) ✓	TK Concrete 1608 Fifield Rd Rella IA 50219	592,860 ⁰⁰	✓
6) ✓	Shekar Engineering PLC 2600 MLK Jr Pkwy #200 Des Moines IA 50310	565,802 ²⁵	✓

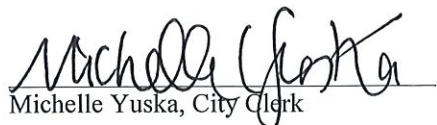
*Apparent Low Bidder

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

*Apparent Low Bidder

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

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

Bid Tabulation
2023 PCC Reconstruction Program - SE Creekview Drive
SE Creekview Drive from SE Oralabor Road to north of SE Tones Drive
February 20, 2023

				Engineer's Estimate			Alliance Construction Group LLC			All Star Concrete LLC			Shekar Engineering PLC			TK Concrete Inc.			Manatt's Inc.			Iowa Civil Contracting, Inc.		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																						
2.01	2010-E	Excavation, Class 10	CY	505	\$30.00	\$15,150.00	505	\$25.00	\$12,625.00	505	\$25.00	\$12,625.00	505	\$33.00	\$16,665.00	505	\$28.00	\$14,140.00	505	\$27.50	\$13,887.50	505	\$24.00	\$12,120.00
2.02	2010-G	Subgrade Preparation, 6" Depth	SY	3,025	\$5.00	\$15,125.00	3,025	\$3.00	\$9,075.00	3,025	\$3.00	\$9,075.00	3,025	\$4.40	\$13,310.00	3,025	\$4.00	\$12,100.00	3,025	\$3.30	\$9,982.50	3,025	\$5.80	\$17,545.00
2.03	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755	\$10.00	\$7,550.00	755	\$5.00	\$3,775.00	755	\$5.00	\$3,775.00	755	\$6.60	\$4,983.00	755	\$5.00	\$3,775.00	755	\$5.50	\$4,152.50	755	\$8.20	\$6,191.00
2.04	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025	\$15.00	\$45,375.00	3,025	\$12.50	\$37,812.50	3,025	\$12.50	\$37,812.50	3,025	\$14.30	\$43,257.50	3,025	\$12.00	\$36,300.00	3,025	\$13.75	\$41,593.75	3,025	\$19.50	\$58,987.50
2.05	2010-M	Compaction Testing	LS	1	\$3,500.00	\$3,500.00	1	\$4,000.00	\$4,000.00	1	\$3,500.00	\$3,500.00	1	\$1,650.00	\$1,650.00	1	\$3,000.00	\$3,000.00	1	\$3,850.00	\$3,850.00	1	\$1,040.00	\$1,040.00
		SEWERS AND DRAINS																						
4.01	4040-A	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830	\$35.00	\$29,050.00	830	\$17.00	\$14,110.00	830	\$40.00	\$33,200.00	830	\$16.50	\$13,695.00	830	\$17.50	\$14,525.00	830	\$18.70	\$15,521.00	830	\$44.00	\$36,520.00
4.02	4040-C-1	Subdrain Cleanout, Type B, 24" Diameter	EA	1	\$2,000.00	\$2,000.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$880.00	\$880.00	1	\$1,000.00	\$1,000.00	1	\$2,750.00	\$2,750.00	1	\$3,520.00	\$3,520.00
4.03	4040-D-1	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4	\$500.00	\$2,000.00	4	\$350.00	\$1,400.00	4	\$500.00	\$2,000.00	4	\$550.00	\$2,200.00	4	\$500.00	\$2,000.00	4	\$385.00	\$1,540.00	4	\$291.50	\$1,166.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																						
6.01	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	1	\$2,000.00	\$2,000.00	1	\$1,600.00	\$1,600.00	1	\$3,000.00	\$3,000.00	1	\$1,650.00	\$1,650.00	1	\$2,000.00	\$2,000.00	1	\$3,850.00	\$3,850.00	1	\$4,900.00	\$4,900.00
6.02	6010-E-2	Intake Adjustment, Minor, Double Grate	EA	1	\$3,000.00	\$3,000.00	1	\$2,100.00	\$2,100.00	1	\$3,000.00	\$3,000.00	1	\$2,200.00	\$2,200.00	1	\$2,500.00	\$2,500.00	1	\$5,500.00	\$5,500.00	1	\$9,500.00	\$9,500.00
		STREETS AND RELATED WORK																						
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525	\$90.00	\$227,250.00	2,525	\$87.50	\$220,937.50	2,525	\$88.00	\$222,200.00	2,525	\$89.82	\$226,795.50	2,525	\$105.00	\$265,125.00	2,525	\$107.25	\$270,806.25	2,525	\$95.10	\$240,127.50
7.02	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50	\$75.00	\$3,750.00	50	\$100.00	\$5,000.00	50	\$60.00	\$3,000.00	50	\$65.00	\$3,250.00	50	\$35.00	\$1,750.00	50	\$93.50	\$4,675.00	50	\$90.00	\$4,500.00
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$5,000.00	\$5,000.00	1	\$4,500.00	\$4,500.00	1	\$5,500.00	\$5,500.00	1	\$5,750.00	\$5,750.00	1	\$5,000.00	\$5,000.00	1	\$5,944.40	\$5,944.40	1	\$7,500.00	\$7,500.00
7.04	7030-A-1	Removal of Sidewalk	SY	100	\$15.00	\$1,500.00	100	\$15.00	\$1,500.00	100	\$15.00	\$1,500.00	100	\$22.00	\$2,200.00	100	\$12.50	\$1,250.00	100	\$16.50	\$1,650.00	100	\$15.00	\$1,500.00
7.05	7030-A-3	Removal of Driveway	SY	300	\$15.00	\$4,500.00	300	\$15.00	\$4,500.00	300	\$15.00	\$4,500.00	300	\$22.00	\$6,600.00	300	\$12.50	\$3,750.00	300	\$16.50	\$4,950.00	300	\$15.00	\$4,500.00
7.06	7030-E	Sidewalk, PCC, 4" Thick	SY	140	\$55.00	\$7,700.00	140	\$58.00	\$8,120.00	140	\$60.00	\$8,400.00	140	\$80.00	\$11,200.00	140	\$65.00	\$9,100.00	140	\$60.50	\$8,470.00	140	\$111.00	\$15,540.00
7.07	7030-E	Sidewalk, PCC, 6" Thick	SY	55	\$125.00	\$6,875.00	55	\$55.00	\$3,025.00	55	\$70.00	\$3,850.00	55	\$80.00	\$4,400.00	55	\$100.00	\$5,500.00	55	\$160.88	\$8,848.40	55	\$150.00	\$8,250.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	84	\$60.00	\$5,040.00	84	\$85.00	\$7,140.00	84	\$55.00	\$4,620.00	84	\$50.00	\$4,200.00	84	\$55.00	\$4,620.00	84	\$71.50	\$6,006.00	84	\$65.00	\$5,460.00
7.09	7030-H	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310	\$75.00	\$23,250.00	310	\$60.00	\$18,600.00	310	\$65.00	\$20,150.00	310	\$80.00	\$24,800.00	310	\$70.00	\$21,700.00	310	\$82.50	\$25,575.00	310	\$126.10	\$39,091.00
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	300	\$15.00	\$4,500.00	300	\$8.00	\$2,400.00	300	\$8.00	\$2,400.00	300	\$66.00	\$19,800.00	300	\$20.00	\$6,000.00	300	\$8.80	\$2,640.00	300	\$24.50	\$7,350.00
7.11	7040-H	Pavement Removal, PCC	SY	2,525	\$15.00	\$37,875.00	2,525	\$12.00	\$30,300.00	2,525	\$12.00	\$30,300.00	2,525	\$16.50	\$41,662.50	2,525	\$12.00	\$30,300.00	2,525	\$13.20	\$33,330.00	2,525	\$22.60	\$57,065.00
7.12	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	50	\$25.00	\$1,250.00	50	\$42.00	\$2,100.00	50	\$40.00	\$2,000.00	50	\$45.00	\$2,250.00	50	\$25.00	\$1,250.00	50	\$44.00	\$2,200.00	50	\$20.00	\$1,000.00
		TRAFFIC CONTROL																						
8.01	8010-999-A	Traffic Signal Modification, SE Creekview Drive and SE Oralabor Road	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$3,500.00	\$3,500.00	1	\$2,750.00	\$2,750.00	1	\$2,750.00	\$2,750.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	3	\$500.00	\$1,500.00	3	\$950.00	\$2,850.00	3	\$1,000.00	\$3,000.00	3	\$1,100.00	\$3,300.00	3	\$1,400.00	\$4,200.00	3	\$1,045.00	\$3,135.00	3	\$1,100.00	\$3,300.00
8.03	8020-M	Grooves Cut for Pavement Markings	STA	3	\$400.00	\$1,200.00	3	\$450.00	\$1,350.00	3	\$1,000.00	\$3,000.00	3	\$1,100.00	\$3,300.00	3	\$1,400.00	\$4,200.00	3	\$495.00	\$1,485.00	3	\$1,100.00	\$3,300.00
8.04	8030-A	Temporary Traffic Control	LS	1	\$20,000.00	\$20,000.00	1	\$23,000.00	\$23,000.00	1	\$18,900.00	\$18,900.00	1	\$20,790.00	\$20,790.00	1	\$25,000.00	\$25,000.00	1	\$17,160.00	\$17,160.00	1	\$23,000.00	\$23,000.00
8.05	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	15	\$200.00	\$3,000.00	15	\$170.00	\$2,550.00	15	\$225.00	\$3,375.00	15	\$247.50	\$3,712.50	15	\$275.00	\$4,125.00	15	\$220.00	\$3,300.00	15	\$247.50	\$3,712.50
8.06	8030-999-B	Temporary Lane Separator System (TLSS)	LF	875	\$15.00	\$13,125.00	875	\$14.50	\$12,687.50	875	\$16.50	\$14,437.50	875	\$18.15	\$15,881.25	875	\$20.00	\$17,500.00	875	\$27.50	\$24,062.50	875	\$18.15	\$15,881.25
		SITE WORK AND LANDSCAPING																						
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	1	\$1,500.00	\$750.00	1	\$1,000.00	\$500.00	1	\$5,000.00	\$2,500.00	1	\$1,100.00	\$550.00	1	\$1,500.00	\$750.00	1	\$1,100.00	\$550.00	1	\$5,500.00	\$2,750.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	\$4,000.00	\$2,000.00	1	\$5,000.00	\$2,500.00	1	\$5,000.00	\$2,500.00	1	\$5,500.00	\$2,750.00	1	\$7,000.00	\$3,500.00	1	\$5,500.00	\$2,750.00	1	\$5,500.00	\$2,750.00
9.03	9040-T-1	Inlet Protection Device, Surface-applied	EA	3	\$200.00	\$600.00	3	\$200.00	\$600.00	3	\$75.00	\$225.00	3	\$220.00	\$660.00	3	\$300.00	\$900.00	3	\$220.00	\$660.00	3	\$82.50	\$247.50
9.04	9040-T-1	Inlet Protection Device, Drop-in	EA	3	\$200.00	\$600.00	3	\$200.00	\$600.00	3	\$165.00	\$495.00	3	\$220.00	\$660.00	3	\$300.00	\$900.00	3	\$220.00	\$660.00	3	\$181.50	\$544.50
9.05	9040-T-2	Inlet Protection Device, Maintenance	EA	6	\$50.00	\$300.00	6	\$50.00	\$300.00	6	\$10.00	\$60.00	6	\$55.00	\$330.00	6	\$100.00	\$600.00	6	\$55.00	\$330.00	6	\$11.00	\$66.00
		MISCELLANEOUS																						
11.01	11,020-A	Mobilization	LS	1	\$50,000.00	\$50,000.00	1	\$40,000.00	\$40,000.00	1	\$49,000.00	\$49,000.00	1	\$50,000.00	\$50,000.00	1	\$75,000.00	\$75,000.00	1	\$49,000.00	\$49,000.00	1	\$30,000.00	\$30,000.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$1,000.00	\$1,000.00	1	\$3,250.00	\$3,250.00	1	\$													

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 PCC RECONSTRUCTION
PROGRAM - SE CREEKVIEW 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 2023 PCC Reconstruction Program - SE Creekview Drive, described in the plans and specifications heretofore adopted by this Council on February 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	<u>Alliance Construction Group, LLC</u>	of	<u>Urbandale, Iowa</u>
Amount of bid:	<u>\$491,807.50</u>		
Portion of project:	<u>All construction work</u>		

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

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

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 2023 PCC RECONSTRUCTION
PROGRAM - SE CREEKVIEW 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 2023 PCC Reconstruction Program - SE Creekview 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:

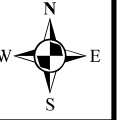
Contractor:	<u>Alliance Construction Group, LLC</u>	of	<u>Urbandale, Iowa</u>
Amount of bid:	<u>\$491,807.50</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

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

Mayor

ATTEST:

City Clerk



2023 - PCC Reconstruction Program - SE Creekview Drive
Map is for Locational Purposes Only

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Alliance Construction Group 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:

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

The **2023 PCC Reconstruction Program – SE Creekview Drive** project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9" thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9" thick PCC Class C-SUD handwork, 60 LF of 9" thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7" thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, 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 Four Hundred Ninety-One Thousand Eight Hundred Seven and 50/100 DOLLARS (\$491,807.50), 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 **fifty (50) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work 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 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 _____

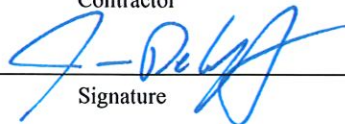
(Seal)
ATTEST:

CONTRACTOR:

Alliance Construction Group, LLC

Contractor

By



Signature

Vice President

Title

9400 Plum Drive, Suite 100

Street Address

Urbandale, IA 50322

City, State, Zip Code

515-225-6677

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C109846 - ____ 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.

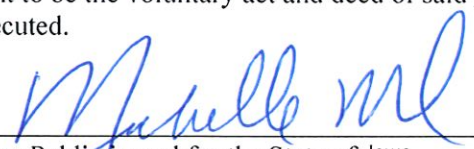
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa _____)
) SS
Polk _____ County)

On this 20th day of February, 2023, before me a Notary Public in and for said county, personally appeared Jason DeGraff, to me personally known, who being by me duly sworn did say that person is Vice President of said Alliance Construction Group, LLC, that ~~(the seal affixed to said instrument is the seal of said OR~~ no seal has been procured by the said Alliance Construction Group, LLC, and that said instrument was signed and sealed on behalf of the said Alliance Construction Group, LLC, by authority of its managers and the said Jason DeGraff acknowledged the execution of said instrument to be the voluntary act and deed of said Alliance Construction Group, LLC, by it voluntarily executed.





Notary Public in and for the State of Iowa
My commission expires 05/29, 2023

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	Excavation, Class 10	CY	505	\$25.00	\$12,625.00
2.02	Subgrade Preparation, 6" Depth	SY	3,025	\$3.00	\$9,075.00
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755	\$5.00	\$3,775.00
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025	\$12.50	\$37,812.50
2.05	Compaction Testing	LS	1	\$4,000.00	\$4,000.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830	\$17.00	\$14,110.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1	\$2,500.00	\$2,500.00
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4	\$350.00	\$1,400.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake Adjustment, Minor, Single Grate	EA	1	\$1,600.00	\$1,600.00
6.02	Intake Adjustment, Minor, Double Grate	EA	1	\$2,100.00	\$2,100.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525	\$87.50	\$220,937.50
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50	\$100.00	\$5,000.00
7.03	Plastic Concrete Testing	LS	1	\$4,500.00	\$4,500.00
7.04	Removal of Sidewalk	SY	100	\$15.00	\$1,500.00
7.05	Removal of Driveway	SY	300	\$15.00	\$4,500.00
7.06	Sidewalk, PCC, 4" Thick	SY	140	\$58.00	\$8,120.00
7.07	Sidewalk, PCC, 6" Thick	SY	55	\$55.00	\$3,025.00
7.08	Detectable Warnings, Galvanized Steel	SF	84	\$85.00	\$7,140.00
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310	\$60.00	\$18,600.00
7.10	Subbase Over-excavation, 6" Depth	SY	300	\$8.00	\$2,400.00

7.11	Pavement Removal, PCC	SY	2,525	\$12.00	\$30,300.00
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50	\$42.00	\$2,100.00
	TRAFFIC CONTROL				
8.01	Traffic Signal Modification, SE Creekview Drive and SE Oralabor Road	LS	1	\$2,500.00	\$2,500.00
8.02	Painted Pavement Markings, Durable	STA	3	\$950.00	\$2,850.00
8.03	Grooves Cut for Pavement Markings	STA	3	\$450.00	\$1,350.00
8.04	Temporary Traffic Control	LS	1	\$23,000.00	\$23,000.00
8.05	Portable Dynamic Message Sign (PDMS)	CDA Y	15	\$170.00	\$2,550.00
8.06	Temporary Lane Separator System (TLSS)	LF	875	\$14.50	\$12,687.50
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1	\$1,000.00	\$500.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	1	\$5,000.00	\$2,500.00
9.03	Inlet Protection Device, Surface-applied	EA	3	\$200.00	\$600.00
9.04	Inlet Protection Device, Drop-in	EA	3	\$200.00	\$600.00
9.05	Inlet Protection Device, Maintenance	EA	6	\$50.00	\$300.00
	MISCELLANEOUS				
11.0 1	Mobilization	LS	1	\$40,000.00	\$40,000.00
11.0 2	Maintenance of Postal Service	LS	1	\$3,250.00	\$3,250.00
11.0 3	Concrete Washout	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$491,807.50

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alliance Construction Group LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Ninety-One Thousand Eight Hundred Seven and 50/100 DOLLARS (\$491,807.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

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

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

The 2023 PCC Reconstruction Program – SE Creekview Drive project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9" thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9" thick PCC Class C-SUD handwork, 60 LF of 9" thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7" thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, 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 20th day of February, 2023.

PRINCIPAL:

Alliance Construction Group, LLC

Contractor

By

[Signature]
Signature

Vice President
Title

SURETY:

United Fire & Casualty Company

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, E. A. VON HARZ, BRANDON HORBACH, COURTNEY MEYER, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 20th day of February, 2023.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC



ALLICON-01

TKANNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2023

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

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

PRODUCER LSB Financial Services 1922 Ingersoll Ave. Des Moines, IA 50309	CONTACT Tony Kanne		
	PHONE (A/C, No, Ext): (515) 327-9925	FAX (A/C, No):	
	E-MAIL ADDRESS: tony.kanne@mylsb.com		
INSURED Alliance Construction Group LLC 9400 Plum Drive, Suite 100 Urbandale, IA 50322	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: The Charter Oak Fire Ins Co		25615
	INSURER C: Travelers Property Casualty Co		25674
	INSURER D: Midwest Builders' Casualty		13126
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		CO0T066364PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	☒ AUTOMOBILE LIABILITY			810-0T046156-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB	X		CUP-0T074099-23	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 6,000,000
	☐ CLAIMS-MADE						AGGREGATE	\$ 6,000,000
	DED ☒ RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC100-0002529-2023A	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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: 2023 PCC Reconstruction Program - SE Creekview Drive

The City of Ankeny is included as additional insured as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny
1210 NW Prairie Ridge Drive
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



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of February 6, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, February 6, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Renee Potts, Ankeny Community Network, reported on activities that took place on January 16 for the MLK Jr Day of Service.

APPROVAL OF AGENDA

1. Council Member Stearns moved, Bentz seconded, to approve and accept the February 6, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2023-07. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SW State Street Fiber Optic Relocation project. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 2023.

Mark Mueller, Public Works Director, reported that the project includes fiber optic cable and conduit modifications, and installation of traffic signal components at the intersection of SW State Street and SW Oralabor Road.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Stearns moved, Ruddy seconded, to close public hearing 2023-07. Ayes: 5.

2. PH 2023-08. Mayor announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2023 PCC Pavement Preservation Program. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 2023.

Mark Mueller, Public Works Director, reported that the project includes: Site 1) Cleaning and filling of cracks and joints in the Meadowlark Plateau, Golfview Terrace, North Creek, and Westwood Ankeny Neighborhoods; Site 2) Full depth PCC patching on NW North Creek Drive and NW Cedarwood Drive; and Site 3) PCC paving on SW Meadowlark Lane.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Bentz seconded, to close public hearing 2023-08. Ayes: 5.

3. PH 2023-09. Mayor announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2023 PCC Reconstruction Program – SE 8th Street. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 2023.

Mark Mueller, Public Works Director, reported the project includes pavement reconstruction and minor utility improvements along SE 8th Street from just west of SE Rio Circle/SE Richland Court to just west of SE Michael Drive in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2023-09. Ayes: 5.

4. PH 2023-10. Mayor 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 S. Ankeny Boulevard Transmission Main project. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 2023.

Don Clark, Municipal Utilities Director, reported the project includes the installation of approximately 5,400 lineal feet of 24-inch diameter transmission main from SW Magazine Road to SW Oralabor Road along the west side of S. Ankeny Blvd.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Stearns moved, Shafer seconded, to close public hearing 2023-10. Ayes: 5.

5. PH 2023-11. Mayor 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 North Four Mile Creek Trunk Sewer project. Notice of this hearing was published in the Des Moines Register on the 20th day of January, 2023.

Don Clark, Municipal Utilities Director, reported the project will extend a 30-inch diameter sanitary sewer west/northwest along NE 54th Street to N. Ankeny Blvd, and then continue north along N. Ankeny Blvd. for approximately 2700 lineal feet to the end of the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Stearns seconded, to close public hearing 2023-11. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of January 17, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of January 4, 2023.
3. Receive and file minutes of the Park Board meeting of November 28, 2022.

Licenses and Permits

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

Finance/Budget

5. Change Order #3 increasing the contract amount by \$27,281.37 to Absolute Concrete Construction, Inc., for construction services on the SE 3rd Street Utility Improvements-Phase 1 project.
6. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$395,300.00 with McClure Engineering Company for additional design and construction engineering services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Blvd project.
7. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$85,440.00 with Nilles Associates for construction services on the NE Crestmoor Sanitary Sewer Replacement project.
8. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$43,500.00 with Snyder & Associates, Inc. for construction engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
9. Payment #31, \$1,101.50, Civil Design Advantage for engineering services on the NW 18th St Extension – NW Weigel Dr to NW Spruce Dr project.
10. Payment #1, \$63,673.17, Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One project.
11. Payment #9, \$18,565.20, Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
12. Payment #21, \$19,540.34, FOX Strand, for engineering services on the Ankeny ASR project.
13. Payment #7, \$62,370.00, HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
14. Payment #4, \$209,205.27, Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.
15. Payment #7, \$7,326.25, JEO Consulting Group, Inc., for engineering services on the SE 3rd St Improvements - Phase 2 project.
16. Payment #18, \$2,828.75, JEO Consulting Group, Inc., for engineering services on the SE Delaware Ave HMA Widening project.
17. Payment #3, \$3,499.96, Olsson, Inc., for engineering services on the Fiber Optic Network Master Plan project.
18. Payment #9, \$20,663.25, RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
19. Payment #6, \$5,787.29, Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
20. Payment #19, \$3,011.20, Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.
21. Payment #28, \$5,168.00, Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
22. Payment #23, \$13,247.02, Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
23. Payment #24, \$2,129.00, Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
24. Payment #18, \$6,328.25, Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
25. Payment #26, \$5,660.60, Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
26. Payment #10, \$2,710.50, Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

27. Payment #37, \$3,161.16, Snyder & Associates, Inc., for engineering services on the SE Crosswinds Dr – RISE project.
28. Payment #1, \$3,582.25, Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
29. Payment #15, \$50,080.77, Sternquist Construction, for construction services on the NW 18th St Extension – NW Weigel Dr to NW Spruce Dr project.
30. February 6, 2023 Accounts Payable by fund: General 340,893; Police gift 175; Road Use Tax 150,267; Library Foundation 5,057; Solid Waste 100,277; Water 163,505; Sewer 51,595; Storm Water 6,638; Golf Course 8,130; Enterprise Project 629,011; Revolving 103,457; Risk Management 44,322; Health Insurance 437; BAN/Bond Activity 3,991; Capital Projects 303,802; Payroll Totals 3,112,387; Transfers/ACH (391,155); Agenda Payments approved separately (509,640); Grand Total \$4,123,149.

Community Development

31. **RESOLUTION 2023-041** accepting a public storm sewer easement located on a portion of Lot 1, John Deere Place Plat 4 and Outlot Z, John Deere Place Plat 5; and associated with the development of 1001 SW Ordinance Road, Aim High Automotive.
32. **RESOLUTION 2023-042** accepting final plat, platted easements, and subdivision bond for seeding and erosion control for The District at Prairie Trail Plat 13.
33. Approve the Aspen Ridge Commercial Plat 2 Preliminary Plat.
34. **RESOLUTION 2023-043** accepting a Public Utility Easement associated with the development of Canyon Landing Plat 2.
35. **RESOLUTION 2023-044** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by NGR Inc., located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive. (date of hrg: 02/20/23 @ 5:30 p.m.)

Engineering

36. **RESOLUTION 2023-045** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project in Ankeny, Iowa. (Stonecrest Meadows Townhome Association, Inc.)
37. **RESOLUTION 2023-046** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the Oralabor Gateway Trail-SW State St Grade Separated Crossing and SW Oralabor Rd and SW State St Safety Improvements project in Ankeny, Iowa. (Hurd Industrial SPE, LLC)
38. **RESOLUTION 2023-047** accepting public improvements for utilities (storm sewer) and subgrade in SE Convenience Blvd Extension (Crosswinds Business Park Plat 1).
39. **RESOLUTION 2023-048** accepting public improvements for utilities in Parkway Townhomes at Prairie Trail Plat 1.
40. **RESOLUTION 2023-049** accepting public improvements for utilities (water main, sanitary sewer, and storm sewer) in Swanwood Logistics Center Plat 1.
41. **RESOLUTION 2023-050** accepting public improvements for paving in Swanwood Logistics Center Plat 1.
42. **RESOLUTION 2023-051** accepting public improvements for utilities (water main, sanitary sewer, and storm sewer) in Swanwood Logistics Center Plat 2.
43. **RESOLUTION 2023-052** accepting public improvements for paving in Swanwood Logistics Center Plat 2.
44. **RESOLUTION 2023-053** accepting public improvements for utilities in The Sterling North at Prairie Trail Plat 1.
45. **RESOLUTION 2023-054** authorizing the execution of Addendum No. 4 to Agreement No. 2016-4-186 between the Iowa Department of Transportation and the City of Ankeny for the

City of Ankeny's cost participation to facilitate the proposed reconstruction of the Interstate 35 and East First Street Interchange.

46. **RESOLUTION 2023-055** accepting public improvements in Centennial Estates Plat 3 for utilities.
47. **RESOLUTION 2023-056** accepting public improvements in Centennial Estates Plat 3 for paving.
48. **RESOLUTION 2023-057** accepting public improvements for paving in SE Convenience Blvd Extension (Crosswinds Business Park Plat 1).
49. **RESOLUTION 2023-058** authorizing the execution of an Urban-State Traffic Engineering Program (U-STEP) funding agreement between the Iowa Department of Transportation (DOT) and the City of Ankeny, Iowa, for the sharing of construction costs for the proposed N Ankeny Blvd & 18th St Improvements

Capital Improvement Projects

50. Amended and substituted **RESOLUTION 2023-059** accepting the Ankeny Parks Maintenance Facility Renovation - Phase 2 project.

Administrative

51. **RESOLUTION 2023-060** setting dates of a consultation and a public hearing on proposed Amendment No. 3 to the Amended and Restated 1991 Ankeny Urban Renewal Plan in the City of Ankeny, State of Iowa. (date of hrg: 3/6/23 @ 5:30 p.m.)

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-51. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.

LEGISLATIVE BUSINESS

Boards and Commissions

2. **Boards and Commissions Appointments:** Examiners & Appeals Board, BJ Frideres effective immediately, term expires 12/31/2025; Park Board, Katie Maki effective immediately, term expires 12/31/2026. Council Member Ruddy moved, Shafer seconded, to approve Mayor appointments to expired Board and Commission terms as presented. Ayes: Ruddy, Shafer, Bentz, Perry, Stearns.

Approval of Ordinances

1. **Ord 2130.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. Council Member Ruddy moved, Stearns seconded, to accept second consideration of Ordinance 2130. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
2. **Ord 2131.** 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 Bricktowne Piper LC. Council Member Bentz moved, Stearns seconded, to accept second consideration of Ordinance 2131. Ayes: Bentz, Stearns, Ruddy, Perry, Shafer.

NEW BUSINESS

1. Proposed SW State Street Fiber Optic Relocation (PH 2023-07). Council Member Bentz moved, Ruddy seconded, to adopt 1) **RESOLUTION 2023-061** adopting plans, specifications, form of contract and estimate of cost \$248,875.75; 2) receive and file report of bids received January 31, 2023; 3) adopt **RESOLUTION 2023-062** making award of construction contract with Iowa Signal, Inc. in the amount of \$257,156.40; and 4) adopt **RESOLUTION 2023-063** approving contract and bonds with Iowa Signal, Inc. in the amount of \$257,156.40. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
2. Proposed 2023 PCC Pavement Preservation Program (PH 2023-08). Council Member Stearns moved, Ruddy seconded, to adopt 1) **RESOLUTION 2023-064** adopting plans, specifications, form of contract and estimate of cost \$352,148.25; 2) receive and file report of bids received January 31, 2023; 3) adopt **RESOLUTION 2023-065** making award of construction contract with Iowa Civil Contracting, Inc. in the amount of \$429,015.00; and 4) adopt **RESOLUTION 2023-066** approving contract and bonds with Iowa Civil Contracting, Inc. in the amount of \$429,015.00. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
3. Proposed 2023 PCC Reconstruction Program - SE 8th Street (PH 2023-09). Council Member Stearns moved, Ruddy seconded, to adopt 1) **RESOLUTION 2023-067** adopting plans, specifications, form of contract and estimate of cost \$775,410.00; 2) receive and file report of bids received January 31, 2023; 3) adopt **RESOLUTION 2023-068** making award of construction contract with All Star Concrete, LLC in the amount of \$642,101.00; and 4) adopt **RESOLUTION 2023-069** approving contract and bonds with All Star Concrete, LLC in the amount of \$642,101.00. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
4. Proposed S. Ankeny Boulevard Transmission Main (PH 2023-10). Council Member Bentz moved, Ruddy seconded, to adopt 1) **RESOLUTION 2023-070** adopting plans, specifications, form of contract and estimate of cost \$2,500,000.00; 2) receive and file report of bids received January 31, 2023; and 3) adopt **RESOLUTION 2023-071** making award of construction contract with Granite Excavating in the amount of \$2,649,525.00. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
5. Proposed North Four Mile Creek Trunk Sewer (PH 2023-11) Council Member Stearns moved, Ruddy seconded, to adopt 1) **RESOLUTION 2023-072** adopting plans, specifications, form of contract and estimate of cost \$2,555,345.00; 2) receive and file report of bids received January 31, 2023; and 3) adopt **RESOLUTION 2023-073** rejecting bids for the North Four Mile Creek Trunk Sewer project. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. Proposed N Ankeny Boulevard & 18th Street Intersection Improvements Initiate Proceedings Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-074** ordering construction on the N Ankeny Boulevard & 18th Street Intersection Improvements and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/28/23 @ 10:30 A.M. / date of hrg: 3/6/23 @ 5:30 P.M.) Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
7. Proposed Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements Initiate Proceedings Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2023-075** ordering construction on the Oralabor Gateway Trail – SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project, and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 02/21/23 @ 10:00 A.M. / date of hrg: 03/06/23 @ 5:30 P.M.) Ayes: Perry, Ruddy, Bentz, Shafer, Stearns.
8. Proposed SE Delaware Avenue & SE 54th Street Traffic Signal Professional Services Agreement with Snyder & Associates, Inc. Council Member Ruddy moved, Stearns seconded, to approve the Professional Services Agreement with Snyder & Associates, Inc., for the design engineering and bidding phase services on the SE Delaware Avenue & SE 54th Street Traffic Signal in an amount not to exceed \$69,300.00 and the Mayor to execute said agreement. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
9. 2023 SW Prairie Trail Parkway Complex Professional Services Agreement with Nilles, Associates, Inc. Council Member Bentz moved, Ruddy seconded, to approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the SW Prairie Trail Parkway Complex Project in an amount not to exceed

\$85,000.00 and authorize the Mayor to execute said Agreement. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.

ADJOURNMENT

1. Meeting adjourned at 6:24 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 2/17/23.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of January 18, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-01-18

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 18, 2023

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

CALL TO ORDER

Chair G.Hunter called the January 18, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the January 18, 2023 agenda without amendments. Second by L.West. All voted aye. Motion carried 6 – 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 4, 2023 minutes of the Plan and Zoning Commission meeting.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item #1. Second by T.Flack. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #2. Hubbell Realty Company, on behalf of NGR, Inc., request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported the applicant, Hubbell Realty, on behalf of NGR Inc. is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. The proposed rezoning consists of one parcel and totals approximately 31.17 acres. He stated that the subject area is generally located three-quarters of a mile north of SE Corporate Woods Drive and immediately east of SE Four Mile Drive. B.Morrissey noted that this parcel is currently in the process of being annexed into the City of Ankeny as part of the recently approved NGR Four Mile Drive Annexation. Once the annexation is officially recorded, the subject parcel will be zoned R-1, One-Family Residence District as is standard procedure for newly annexed properties in Ankeny. He explained that the surrounding properties to the southwest and west are zoned M-1, Light Industrial District, while properties to the east and north are not within Ankeny's Corporate Limits. The proposed rezoning does align with the Ankeny Plan 2040 Future Land Use Map, which identifies the area as being suitable for Airport Business Park and Open Space uses. B.Morrissey stated that the M-1 District is a compatible zoning district within the Airport Business Park land use classification. He said that the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. B.Morrissey provided detailed information to answer the questions that were raised at the public hearing, which included building height restrictions, petition requirements, future land use map designations, uses allowed in the M-1 zoning district and the zoning requirements for M-1 zoning districts that about R-1 zoning districts in other communities, specifically cited by the public, the City of Johnston. B.Morrissey noted that in terms of Ankeny's Comprehensive Plan showing this area as being suitable for light-industrial uses as opposed to residential uses, the City took into consideration the existing land uses already

present in the area. Staff recommends City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

R.Weisheit commented that at the public hearing the Commission was shown a preliminary drawing of the proposed building site and asked if it could be presented again. He wanted clarification as to what the depth of the green space will be. E.Carstens said staff has not received an official site plan/plat for the property and commented that maybe the applicant will provide the preliminary drawing again to the Commission.

Clint Sloss, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines and Dustin Creech, Engineering Resource Group, Inc., 2413 Grand Avenue, Des Moines on behalf of NGR, Inc. Dustin Creech provided the preliminary drawing showing a speculative building on the parcel of land and stated that there is approximately 670-feet from the proposed building to Four Mile Creek and 1,075-feet from the proposed building to the nearest dwelling or structure to the east. He said ample natural trees will be preserved along the creek and said they would answer any questions the Commission may have.

There were no questions from the Commission.

T.Flack said she is not comfortable with losing green space. T.Ripper mentioned that it would be reviewed by staff at the site plan stage. The Commissioners discussed the Open Space designation in the comprehensive plan. R.Weisheit mentioned that the wooded area that could be lost is sparse, if the building is situated on the parcel as shown in the speculative building exhibit. There were no further comments.

Motion by T.Rapp to recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. Second by R.Weisheit. Motion carried 4 – 2 (Nay: T.Flack and L.West).

Item #3. Aspen Ridge Commercial Plat 2 Preliminary Plat

B.Morrissey reported Aspen Ridge Commercial Plat 2 Preliminary Plat is a proposed 9-acre preliminary plat located at the intersection of NW State Street and NW 36th Street. The preliminary plat includes two commercial lots and one outlot, all of which are zoned C-1, Neighborhood Retail Commercial District. He noted that the plat does not include the addition of any public streets. He stated that two right-in/right-out access drives will be installed with the development, one on NW State Street and the other on NW 36th Street, along with a center median on NW 36th Street. He said that full access to the site will be available via existing NW 34th Street. B.Morrissey explained that there are existing sidewalks that run along the north and west sides of the subject site. He provided details on how the area would be served by water, sanitary sewer along with the general flow of stormwater, as the area lies within the Rock Creek watershed. Staff recommends City Council approval of the Aspen Ridge Commercial Plat 2 Preliminary Plat.

G.Hunter shared concerns regarding the right-in/right-out access drives. Staff responded that there will be a median installed on NW 36th Street and there is an existing median on NW State Street, which will alleviate improper use of the access drives. T.Rapp asked for clarification about the installation of the turn lanes and traffic lights at NW 36th Street and NW State Street, as noted on the preliminary plat.

Trent Smith, McClure Engineering, Co., 1360 NW 121st Street, Clive on behalf of ATI Group, clarified the turn lane question by stating that the developer will install two turn lanes, one eastbound on NW 36th Street and one northbound on NW State Street. The turn lane/traffic lights at the intersection would be installed as part of the NW 36th Street reconstruction.

There were no further questions from the Commission.

Motion by T.Ripper to recommend City Council approval of Aspen Ridge Commercial Plat 2 Preliminary Plat. Second by T.Flack. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the January 17, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the February 7, 2023 Plan and Zoning Commission meeting and presented the Plan and Zoning Commission 2022 Annual Report. He thanked the Commission for their service in 2022.

E.Jensen informed the Commission that the annexation request by the City of Alleman was denied by the City Development Board.

There was discussion between staff and the Commission regarding interpretations of land use categories within the comprehensive plan. E.Jensen suggested that a Plan and Zoning Commission retreat be scheduled in the Spring.

Commissioner's Reports

T.Flack said that the Prairie Trail Sports Complex is a great addition to Ankeny.

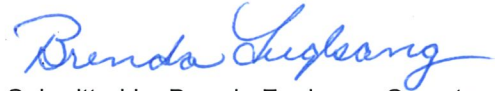
T.Ripper questioned the size of the trees that were planted on SW State Street.

MISCELLANEOUS ITEMS

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

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. The meeting adjourned at 7:10 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of January 4, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 ZBOA Minutes 2023-01-04

Meeting Minutes

Zoning Board of Adjustment

Wednesday, January 4, 2023

Ankeny City Council Chambers

1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the January 4, 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, and Brett Walker. Staff: E.Jensen, E.Carstens, D.Gervais, B.Fuglsang

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE DECEMBER 6, 2022 REGULAR MEETING

Motion by N.Sungren to approve the December 6, 2022 meeting minutes as submitted. Second by K.Tomlinson.

Motion carried. 4 – 0.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#23-01

Orvis Horatio Group, LLC dba Dough Co. Pizza

for property located at

2405 SW White Birch Drive, Suite 100

Lot 5, Plaza Shops at Prairie Trail Plat 2-Except Parcel 2022-26 recorded Book 19046 Page 12

RE: Special Use Permit

Chair M.Ott opened the public hearing.

Alec Davis, Owner, Dough Co. Pizza, 644 26th Street, Des Moines, said they are in the process of opening up Dough Co. Pizza in The District at Prairie Trail. Their request is for a Special Use Permit to allow alcohol service that includes beer and wine on a patio that will be within 500-feet of residential housing. He noted that approximately 90% of their sales is for food. He asked the Board if they had any questions.

Vice Chair Jeff Baxter arrived at 5:07 p.m.

There were no questions from the Board.

D.Gervais reported Dough Co. Pizza, a tenant of Suite 100 at 2405 SW White Birch Drive and owned by DRA Properties, LC is requesting that alcohol be allowed to be served on an outdoor patio. She stated the patio will be located within 500 feet of residential properties to the north and west and due to the subject property's proximity to the residential properties, a Special Use Permit is required to serve alcohol within the outdoor patio area. D.Gervais said that the subject property is located north of SW Oralabor Road, west of SW State Street, and south of SW Prairie Trail Parkway; and the surrounding properties are zoned Prairie Trail PUD. She stated that residential uses within 500 feet of the proposed outdoor service area occur to the north of SW Plaza Parkway and west at The Sterling at Prairie Trail. She explained that a patio is proposed to be constructed on the south side of the building with the service area being enclosed with a galvanized steel fence. The outdoor seating area shows seating for up to twenty-four patrons with one exterior speaker to play music at ambient levels. D.Gervais noted that the proposed operating hours of the outdoor service area will be consistent with their regular operating hours, which is 11:00 a.m. - 9:00 p.m. Sunday – Thursday and 11:00 a.m. - 10:00 p.m. Friday – Saturday. Staff recommends that the Zoning Board of Adjustment grant a Special Use Permit in accordance with Sections 130.07

and 196.02(1)(I) to DRA Properties, LC / Orvis Horatio Group, LLC dba Dough Co. Pizza at 2405 SW White Birch Drive, Suite 100 for an outdoor service area to run concurrently and terminate with the liquor license for said establishment provided the following conditions are met:

1. The permittee must comply with, and noise enforcement will be in accordance with, Municipal Code Chapter 44, Noise Control. If a Noise Permit is issued in accordance with Chapter 44, hours of operation for the event shall be consistent with the hours set out in this Special Permit and those hours shall be specifically set out in the Noise Permit.
2. All appropriate building permits and building code regulations need to be reviewed and met.
3. Seating on the patio for 24 persons.
4. Hours of operation are 11:00 a.m. - 9:00 p.m. Sunday – Thursday and 11:00 a.m. - 10:00 p.m. Friday - Saturday.
5. This Special Use Permit may be reviewed annually by staff for approval.

There was no one in the audience to speak for or against the request.

There were no comments from the Board.

Motion by M.Ott to close the public hearing, and receive and file documents. Second by K.Tomlinson. All voted aye. Motion carried 5 – 0.

The Board had no concerns with the request.

Board Action on Filing #23-01 property located at 2405 SW White Birch Drive, Suite 100

Motion by B.Walker that the Zoning Board of Adjustment grant a Special Use Permit in accordance with Sections 130.07 and 196.02(1)(I) to DRA Properties, LC / Orvis Horatio Group, LLC dba Dough Co. Pizza at 2405 SW White Birch Drive, Suite 100 for an outdoor service area to run concurrently and terminate with the liquor license for said establishment provided the following conditions are met:

1. The permittee must comply with, and noise enforcement will be in accordance with, Municipal Code Chapter 44, Noise Control. If a Noise Permit is issued in accordance with Chapter 44, hours of operation for the event shall be consistent with the hours set out in this Special Permit and those hours shall be specifically set out in the Noise Permit.
2. All appropriate building permits and building code regulations need to be reviewed and met.
3. Seating on the patio for 24 persons.
4. Hours of operation are 11:00 a.m. - 9:00 p.m. Sunday – Thursday and 11:00 a.m. - 10:00 p.m. Friday - Saturday.
5. This Special Use Permit may be reviewed annually by staff for approval.

Second by M.Ott. All voted aye. Motion carried 5 – 0.

NEW BUSINESS

There was no new business.

REPORTS

Renewed Special Use Permits

#15-01 Main Street Café & Bakery – 2510 SW White Birch Dr., Suites 1 & 2

There being no further business, meeting adjourned at 5:14 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of November 17, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, November 17, 2022

Regular meeting: 6 p.m.

Location: Library, Teleconference

Present: Heather Lilienthal, Tamara Fujinaka, Gene Lucht, John Meyer, Miranda Piepho, and Heather Stephenson
(Michael Wiser on line)

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	Motion made by Lucht to approve the October 2022 meeting minutes. Second by Fujinaka. Motion passed unanimously.
Public Comments	
Consent Agenda	Sam Mitchel, Director, presented the Financials. • Book budget line (4345) – due to cost. Evan Anderson may not be able to fulfill as many patron requests. • Multimedia materials line item is from Overdrive. Costs haven't risen on that category like books. • Janitorial Supplies - The city may be looking into less expensive vendors to supply these items.
Policy/Procedure Review	
Strategic Plan	
Director's Report	Sam Mitchel, Director • May be doing a partnership with Parks & Rec to figure out how we can participate more in the next Culture Fest. • Budget kickoff meeting was held. • 4 new part-time staff members and a substitute. • Marketing/Communication: Mitchel visited Faith Baptist Bible College. Students have made several visits for a class and make use of the study rooms.
Department Reports	Public Services, Holly Sealine • Holly asked if there was anything different the board would like to see in her report. • Lilienthal voiced that she appreciates the level of detail that Holly provides. • Meyer voiced that, as a new board member, likes the report. But voiced concern amount of time Holly spends putting it together. Holly replied that it doesn't take much time to put together.
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	Reconsideration Committee, John Meyer • Mitchel will send the report to Julie Heitz and committee members. • Meyer voiced concern that if we had more than one item to reconsider, we may have issues handling the volume. Do we need to build policy around how many books we can reconsider at one time. • Stephenson voiced that the speed at which you can read the book impacts how the reconsideration committee can make a decision. Stated that the whole

Topic	Discussion
	process was smooth, with how it was run during this reconsideration. • Meyer wants to encourage community members to come to board meetings, instead of having the reconsideration meeting be the only meeting they attend. • Mitchel confirmed that the reconsideration committee's recommendation stands on its own. There is no additional vote required by the board. • Lilienthal encouraged the board that when it comes to community members, we talk to other libraries to see how they handle these situations. Mitchel stated that he'd follow up with other libraries. • Wisner voiced that he liked the community involvement in the reconsideration committee. That it encourages trust in what the board is doing. Asked if it is possible to have a standing committee – 1-year tenure – to be a sub-part of the board. They'd then be part of the reconsideration committee, if there is one. Sealine suggested we add a checkbox on our volunteer sheets letting us know if they'd be willing to serve on that committee. • Wisner suggested that we ask the two community members who were part of the most recent reconsideration committee if they'd like to serve again. Mitchel stated that we'd have to possibly change the policy to state that we're establishing a standing community committee member.
Emerging Trends	
Friends of the Library (Update)	
Old Business	Budget Requests – FY24 Budget, Sam Mitchel • Personnel: Asking for \$5,813 to hire an intern. • Personnel: Asking for \$98,934 for 3,835 hours (open hours) or less than half the amount for nights and weekends. • Computer Services: Asking for an additional \$15,000 to upgrade from the City hosting Polaris to Innovative Interfaces hosting on their cloud. • Communication Services: Asking for an additional \$4,500 to circulate wifi hotspots. • Training & Education: Asking for an additional \$1,300 to attend national library conferences. • Travel: Asking for an additional \$3,200 to travel to national library conferences. • Special Program & Event Supplies: Asking for an additional \$8,000 to fund book discussions. • Special Program & Event Supplies: Asking for an additional \$2,500 to continue to offer community services. • Online Subscriptions: Asking for \$12,200 to implement Hoopla (\$10,000) for digital library streaming services, and Niche Academy (\$2,800) for training staff members in policies and procedures. FY25 Budget Requests: • Communication Services: Asking for an additional \$500 for replacement hotspots and parts. • Consulting & Management: Asking for \$15,000 to maintain accreditation through the State Library of Iowa.

Topic	Discussion
	There were no objections or further discussion on the budget requests.
New Business	Legislative Forum hosted by Library, Michael Wiser • Would like to host forums on Saturday mornings (in addition to chamber forums). This might make it easier to attend. We don't want to involve any extra staff time, but we want to explore and see what it would take to coordinate this effort. • Stephenson asked what the library form would look like? Would it look like the chamber forum? Wiser stated that he's just looking to see what it would take to organize, not focused at this point on the format. • Wiser stated that we'd target end of February or beginning of March. • Lilienthal stated that this sounds like an additional opportunity, not a requirement. There shouldn't be conflict here. • Meyer asked if there was opposition. No concern, as long as we're inviting all representation from Ankeny. Lucht voiced the concern that the more people you invite, there may be more logistical challenges.
Adjourn	There will not be a board meeting in December. Lilienthal recommended that we host at the library and get to know each other through experiencing the library. Maybe a scavenger hunt. Will be held on December 15, 2022. Next meeting: January 19, 2022 Motion to adjourn made by Lilienthal. Second by Fujinaka.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 1/19/23



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of January 9, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Civil Service minutes

Meeting Minutes
Civil Service Commission
Monday, January 9, 2023
12:00 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 11-14-22.

Luetje moved to approve the minutes from November 14, 2022. Tracy seconded the motion. All voted aye and the motion carried

2. MOTION TO EXHAUST THE CERTIFIED LIST FOR EQUIPMENT OPERATOR DATED 10-10-22.

3. MOTION TO EXHAUST THE CERTIFIED LIST FOR POLICE OFFICER DATED 10-10-22.

4. MOTION TO EXHAUST THE CERTIFIED LIST FOR FIREFIGHTER EMT/PARAMEDIC DATED 05-09-22.

Luetje moved to exhaust the lists for equipment operator certified 10/10/22, police officer certified 10/10/22, and firefighter EMT/paramedic certified 5/9/22 (agenda items #2-#4). Tracy seconded the motion. All voted aye and the motion carried.

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

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

RANK	LAST NAME	FIRST NAME
1	Strong	Isaiah
2	Walz	Jacob
3	Soubayi	Jonathan
4	Alkarmy	Mohammad
4	Daughton	Garrett
6	Applegate	Hezekiah
7	Stackhouse	Taylor
8	Gastreich	William
9	Green	Jacob
10	Bryant	Matt
11	Jensen	Jordan
11	Mcelroy	Joshua
11	McFarlan	Garrison
14	Linn	Brennan
14	Ingram	Makel
16	Bachman	Teresa
17	Boes	Abby
18	Gehrke	Chase

6. MOTION TO CERTIFY A CANDIDATE AS ELIGIBLE FOR APPOINTMENT TO FIRE CHIEF PER THE CITY MANAGER’S RECOMMENDATION, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify Ronald Vance Swisher as eligible for appointment to Fire Chief per the city manager’s recommendation, subject to passing any further departmental requirements. Luetje seconded the motion. All voted aye and the motion carried.

7. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:17 p.m.
Next meeting: tentative Monday, February 13, 2023, at 12:00 pm

Respectfully submitted,

Dawn Gean

Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

EXECUTIVE SUMMARY:

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

1. Cazador Mexican Restaurant, Inc., d/b/a Cazador Mexican Restaurant, 103 NE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) - Effective March 3, 2023.
2. Hy-Vee, Inc., d/b/a Hy-Vee Market Café, 410 N Ankeny Blvd. - Class C Retail Alcohol License (LC) includes Catering and Outdoor Service (Renewal) - Effective March 3, 2023.

3. Calbateg3 LLC, d/b/a Grumpy Goat Tavern, 810 E 1st St. - Class C Retail Alcohol License (LC) includes Outdoor Service (Renewal) - Effective March 5, 2023.
4. Wonderdogs, Inc., d/b/a Fong's Pizza, 1450 SW Vintage Pkwy, Ste. 120 - Class C Retail Alcohol License (LC) includes Outdoor Service (Renewal) - Effective March 15, 2023
5. Orvis Horatio Group, LLC, d/b/a Dough Co. Pizza, 2405 SW White Birch Dr. Special Class C Retail Alcohol License (BW) includes Outdoor Service (NEW) - Tentatively Effective February 21, 2023.
6. La Cava Taco & Tequila LLC, d/b/a La Cava Taco & Tequila, 2010 SE Delaware Ave. - Class C Retail Alcohol License (LC) (NEW) - Tentatively Effective February 21, 2023.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Finance Report

Monthly Finance Report – January 2023

To the Honorable Mayor and City Council:

The financial reports for the month of January are submitted herewith. In January, the City's financial activities are generally slower due to the slow-down in construction and recreation programming. The timing of these activities helps the City's departments work on planning, engineering, snow removal, and budgeting for the upcoming fiscal year. Because of this, changes in the City's financial position are not usually dramatic during the winter months. This change of pace allows more time to be spent on analyzing other aspects of the monthly financial reports. One of the reports that normally receives less attention is the City's Investment Schedule.

The Investment Schedule is provided to the City Council as one of the monthly financial reports. The Investment Schedule presents all of the City's investments by fund; however, this report does not include the City's general checking accounts. For each individual investment, the institution is shown from where it was purchased, the type of investment, and its effective interest rate. Also, shown for each investment is the purchase and maturity dates, the number of days of the investment, and the principal amounts of the investment including any purchased accrued interest and any premium or discount. Cumulative interest earnings on each investment are shown along with their current book balances. This information is provided so that the Council and the public can review the City's investments to ensure due diligence and prudent management by the Finance Department.

At the bottom of the report (page 2), investment totals are provided by institution and by investment type. The City's investments totaled \$148,352,542 in January and were invested with eight banking institutions and three brokerage firms. Of the City's investments, \$39,500,000 is invested in certificates of deposit, \$56,679,813 is invested in money markets, \$41,448,279 in Treasury securities and \$10,724,450 is invested in commercial paper.

Current investment rates range from 0.30% to 4.91%. Recent bids to place certificates of deposit with local banks are significantly higher when compared to last year. The investment portfolio does include some commercial paper, where rates are slightly more attractive than other investment types, but are limited to maintain security and diversity in the portfolio as defined in the City's Investment Policy.

For fiscal year 2023, interest income accounts for 0.31% of the general fund's revenue budget, which is nearly one-third less than the original fiscal year 2022 budget. Interest income projections for fiscal year 2023 are proposed to be revised from \$125,000 up to \$2,200,000. This significant increase can be attributed to the fluctuation in the interest rate environment. The Federal Reserve aggressively increased interest rates in calendar year 2022 to slow the economy down, with hopes to slow down inflation. This, in turn, has caused interest rates on savings products like savings accounts, certificates of deposit and fixed income securities to also rise. These are the types of investments the City is allowed to buy.

Interest income is an important revenue source for the City which helps offset utility rates and property taxes. The Investment Schedule provides the City Council with a detailed look at where the City's funds

are being invested and what types of returns the City is earning. The maintenance and care of the City's investment portfolio is essential to funding services, as well as ensuring that the City's payments for vendors, debt and payroll are met. The Investment Schedule provides this information to the City Council on a monthly basis.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Annette Graeve". The signature is written in a cursive, flowing style.

Annette Graeve
Finance Officer

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

Cash Basis Fund Balances	<u><u>\$ 153,260,451.89</u></u>
Investments	\$ 148,352,541.92
Checking Account Balance (per bank)	5,327,493.63
Deposits in Transit	85,672.30
Outstanding Checks	(507,930.96)
Cash Drawer/Petty Cash *	<u>2,675.00</u>
Total	<u><u>\$ 153,260,451.89</u></u>

* Cash Drawer/Petty Cash:

Aquatic Centers	\$ -
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	-
Parks - Pickleball	25.00
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u>\$ 2,675.00</u>

City of Ankeny
Cash Balance Summary
January 31, 2023

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance January 31, 2023
General:							
General	100	\$ 31,251,979.48	\$ 23,965,249.82	\$ -	\$ 23,707,375.36	\$ 1,267,867.90	\$ 30,241,986.04
Hotel/Motel Tax	233	385,264.07	2,000.00	1,267,867.90	815,950.74	-	839,181.23
Special Revenue:							
Fire Gift	220	26,892.11	5,350.00	-	-	-	32,242.11
Hawkeye Park Player Fees	240	47,642.84	2,710.00	-	17,234.00	-	33,118.84
Police Gift	250	10,035.87	3,850.00	-	3,499.43	-	10,386.44
Road Use Tax	260	9,252,239.27	5,468,942.67	-	4,178,469.45	-	10,542,712.49
Police Seizure	270	81,991.30	10,015.02	-	4,700.15	-	87,306.17
Tax Increment Financing	280	2,163,403.63	5,249,600.93	-	114,007.00	-	7,298,997.56
Police and Fire Retirement	290	1,728,233.79	1,328,696.06	-	1,535,044.21	-	1,521,885.64
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	22,043.01	-	31,841.71	-	79,190.77
Park Dedication	440	532,661.61	24,982.48	-	-	-	557,644.09
Sports Complex Foundation	445	113,869.32	8,555.00	-	-	-	122,424.32
Ankeny Garden Club	446	7,974.39	780.00	-	-	-	8,754.39
Miracle Park Fund	448	61,799.35	6,613.47	-	320.00	-	68,092.82
Dog Park Trust Fund	449	608.91	741.00	-	-	-	1,349.91
P&R Scholarship Fund	450	-	27,173.90	-	-	-	27,173.90
Civic Trust Fund	484	2,937,833.46	-	-	-	-	2,937,833.46
Debt Service	300	1,835,525.79	7,836,378.68	-	2,443,830.01	-	7,228,074.46
Enterprise:							
Solid Waste	500	151,467.58	780,377.57	-	732,803.82	-	199,041.33
Utility Deposits	505	384,519.27	126,512.79	-	106,325.00	-	404,707.06
Water Operations	510	13,689,957.56	12,627,646.86	-	7,356,471.13	906,495.17	18,054,638.12
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	906,495.17	252,030.03	-	2,051,986.12
Sewer Operations	550	12,719,358.74	10,277,043.94	-	5,771,261.53	-	17,225,141.15
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	2,065,351.04	-	606,586.01	-	3,275,738.15
Golf Course	590	1,276,186.59	1,372,483.42	-	1,196,106.65	-	1,452,563.36
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	877,217.54	209,821.65	7,548,339.25	209,821.65	9,715,331.30
Special Assessments	8**	-	277,157.71	-	-	-	277,157.71
Capital Projects	8** & 9**	46,145,091.04	547,947.73	2,767,590.16	24,181,942.44	2,767,590.16	22,511,096.33
Total Budgeted		\$ 149,746,442.10	\$ 72,915,420.64	\$ 5,151,774.88	\$ 80,604,137.92	\$ 5,151,774.88	\$ 142,057,724.82
Internal Service:							
Revolving	710	562,248.98	843,405.81	-	828,928.08	-	576,726.71
Risk Management	720	1,188,947.62	1,507,278.07	-	1,350,027.55	-	1,346,198.14
Health Insurance	730	6,489,229.42	3,052,555.29	-	2,868,312.52	-	6,673,472.19
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	3,000.00	-	-	-	267,465.16
Equipment Reserve	790	2,420,889.69	54,770.22	-	165,293.10	-	2,310,366.81
Total Unbudgeted		\$ 10,954,278.93	\$ 5,461,009.39	\$ -	\$ 5,212,561.25	\$ -	\$ 11,202,727.07
Total ⁽¹⁾		\$ 160,700,721.03	\$ 78,376,430.03	\$ 5,151,774.88	\$ 85,816,699.17	\$ 5,151,774.88	\$ 153,260,451.89

⁽¹⁾ Includes interfund transactions.

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

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance January 31, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 312,442.23	\$ -	\$ 1,076,781.29
Northwest Water Tower	611	-	-	-	323,400.00	-	(323,400.00)
Centennial Estates Wtr Main Cost Share	613	145,000.00	-	-	-	-	145,000.00
North Ankeny Blvd Water Main	614	152,520.25	-	-	115,889.36	-	36,630.89
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(113,840.36)	108,190.36	-	2,483.41	-	(8,133.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	181,119.92	-	(302,229.71)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	3,553,649.38	-	1,975,337.88
S Ankeny Blvd Transmission Main	633	-	192,630.80	-	192,630.80	-	-
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	118,243.54	-	22,084.91
Sanitary Sewer Replacement	650	2,296,332.22	-	-	612,526.60	-	1,683,805.62
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	140,156.87	-	-	4,700.00	-	135,456.87
Canyon Landing Sanitary Sewer Cost Share	654	493,351.00	-	-	510,989.55	-	(17,638.55)
NE Crestmoor San Sewer Replacement	656	38,200.00	-	-	36,137.50	-	2,062.50
Otter Creek Trunk Sewer Extension	657	452,902.45	-	-	33,841.77	-	419,060.68
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	1,004,503.46	-	-	447,323.63	-	557,179.83
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	148,274.08	-	-	52,443.00	-	95,831.08
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	342,525.93	-	413,687.99
Tradition Detention Basin	682	144,821.65	-	-	-	144,821.65	-
High Trestle Trail Channel Stab. - Phase 2	684	65,000.00	-	-	-	65,000.00	-
Westwinds Storm Sewer Extension	685	204,722.09	-	-	2,009.52	-	202,712.57
Sawgrass Park Dam Improvement	686	(45.00)	-	45.00	-	-	-
Tradition Park Basin Flood Repair	687	(269,929.85)	-	134,556.54	(135,373.31)	-	-
High Trestle Trail Channel Stab. - Phase 1	688	309,010.23	-	65,000.00	178,934.22	-	195,076.01
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	18,222.62	-	-	26,211.78	-	(7,989.16)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	511,315.75	-	909,012.16
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	124,894.67	-	(83,170.98)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 877,217.54</u>	<u>\$ 209,821.65</u>	<u>\$ 7,548,339.25</u>	<u>\$ 209,821.65</u>	<u>\$ 9,715,331.30</u>

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

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance January 31, 2023
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ 4,841,990.15	\$ -	\$ -	\$ 4,376,533.58	\$ -	465,456.57
Des Moines Street Parks Development	897	466,610.90	-	-	349,293.44	-	117,317.46
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	50,000.00	-	60,000.00
BAN/Bond Activity	900	2,244,865.44	174,513.50	-	41,089.27	-	2,378,289.67
Fire Station No. 4	901	150,000.00	-	-	242,094.20	-	(92,094.20)
Lakeside Center Repurposing	903	50,000.00	-	-	-	-	50,000.00
Signature Park	904	1,843,000.00	-	-	-	-	1,843,000.00
Senior Center	905	366,942.53	100,300.00	-	32,371.67	-	434,870.86
Public Works Winter Ops Satellite Facility	907	40,000.00	-	-	-	-	40,000.00
SE Hulsizer Road Realignment	908	20,401.96	-	-	480.00	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	1,850.00	-
N Ankeny Blvd & 18th St Int Improvements	913	(16,276.89)	-	-	28,052.26	-	(44,329.15)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	45,857.05	-	9,902.00
Pavement Preservation Program	915	378,502.36	-	-	367,035.28	-	11,467.08
Annual Street Replacement Program	916	1,714,065.54	-	-	1,299,709.08	-	414,356.46
Elementary Schools Walkability Imprvmnts	917	111,886.00	-	-	147,388.00	-	(35,502.00)
Prairie Ridge Sports Complex	920	67,569.02	-	-	-	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	(14,079.00)	14,079.00	-	-	-	-
Community Entrance Signage	927	48,241.59	-	-	-	-	48,241.59
Library	928	2,782,652.78	-	-	-	2,682,652.78	100,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	75,000.00	-	-	138,045.63	-	(63,045.63)
Cherry Glen Ballfield	933	484,861.21	-	-	36,475.81	-	448,385.40
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	751,617.97	-	(53,645.69)
Annual Sidewalks/Trails	936	457,147.32	-	-	434,636.05	-	22,511.27
Older Parks Renovation	937	186,980.19	-	-	-	-	186,980.19
High Trestle Trail Extension	938	(787,555.44)	131,338.25	-	951,430.42	-	(1,607,647.61)
NE 18th St Asphalt-Meadow View to Cty 38th	941	7,378.80	-	-	-	-	7,378.80
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(290,521.05)	-	-	-	-	(290,521.05)
N Ankyr Blvd Imprvmnts - 1st St to 11th St	949	-	-	-	-	-	-
Asphalt Street Resurfacing	950	566,076.28	-	-	329,850.16	-	236,226.12
E 1st/I-35 Interchange Improvements	951	2,685,118.87	-	-	1,211,954.01	-	1,473,164.86
NW 18th Recon-NW Ash to N Anky Blvd	953	121,167.45	-	-	275,451.50	-	(154,284.05)
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	374,484.84	-	194,727.93
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	144,219.17	-	35,780.83
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	1,850.00	1,142,941.09	-	1,013,121.35
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	-	-	1,205,694.77	-	269,908.62
Traffic Signalization	965	1,660,935.53	-	-	851,519.51	-	809,416.02
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	75,000.00	-	-	102,300.55	-	(27,300.55)
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	2,041,589.73	-	-	2,337,610.65	-	(296,020.92)
Park Development	973	462,806.61	1,600.00	-	395,713.11	-	68,693.50
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	26,860.00	-	153,140.00
Prairie Trail Public Improvements	977	8,409,569.13	-	-	13,384.80	-	8,396,184.33
NE Delaware Reconstruction 5th-18th	979	568,912.47	-	-	554,449.25	-	14,463.22
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	18,837.51	-	(93,034.17)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,820,438.84	-	(2,374,971.43)
Ankeny Library Playground	984	10,076.51	-	-	-	-	10,076.51
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	103,205.62	-	-	136,156.13	-	(32,950.51)
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	-	-	82,822.28
High Trestle Trail Experience Park	990	400,000.00	-	-	31,255.00	-	368,745.00
City Hall Council Chamber Renovation	991	(86,414.64)	-	86,414.64	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	4,102,691.49	-	-	2,879,471.36	-	1,223,220.13
SE Delaware Widening	993	982,548.91	-	-	738,237.49	-	244,311.42
Delaware & Corporate Woods Intersection	994	(7,115.13)	-	-	-	-	(7,115.13)
Street/Sidewalk Oversizing	995	76,059.40	-	-	85,287.00	-	(9,227.60)
HVAC Replacement - City Hall	996	118,093.96	-	-	35,006.58	83,087.38	-
Capital Projects Reserve	997	3,472,855.48	-	2,376,847.91	-	-	5,849,703.39
SW Oralabor & State Safety Improvements	998	276,794.13	-	-	178,709.41	-	98,084.72
Total Non Utility Fund Capital Projects		<u>\$ 46,145,091.04</u>	<u>\$ 547,947.73</u>	<u>\$ 2,767,590.16</u>	<u>\$ 24,181,942.44</u>	<u>\$ 2,767,590.16</u>	<u>\$ 22,511,096.33</u>

City of Ankeny
Revenue Summary by Fund
January 31, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of January 31, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 40,956,624.00	\$ 23,965,249.82	\$ (16,991,374.18)	58.51%
Hotel/Motel Tax	233	29,539.15	2,664.51	500.00	2,000.00	1,500.00	400.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	17,000.00	5,350.00	(11,650.00)	31.47%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	10,000.00	2,710.00	(7,290.00)	27.10%
Police Gift	250	2,961.83	4,209.82	1,000.00	3,850.00	2,850.00	385.00%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,602,706.00	5,468,942.67	(3,133,763.33)	63.57%
Police Seizure	270	2,328.21	12,434.91	6,100.00	10,015.02	3,915.02	164.18%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	10,226,657.00	5,249,600.93	(4,977,056.07)	51.33%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,536,511.00	1,328,696.06	(1,207,814.94)	52.38%
Landfill Post-Closure	295	377.33	124.62	100.00	-	(100.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	30,100.00	22,043.01	(8,056.99)	73.23%
Park Dedication	440	55,953.65	30,723.29	600.00	24,982.48	24,382.48	4163.75%
Sports Complex Foundation	445	16,356.91	15,875.92	10,100.00	8,555.00	(1,545.00)	84.70%
Ankeny Garden Club	446	1,453.29	1,449.54	1,380.00	780.00	(600.00)	56.52%
Miracle Park Fund	448	3,891.76	10,853.15	5,000.00	6,613.47	1,613.47	132.27%
Dog Park Trust Fund	449	14.18	333.93	-	741.00	741.00	
P&R Scholarship Fund	450	-	-	-	27,173.90	27,173.90	
Civic Trust Fund	484	3,959,313.31	186,464.14	-	-	-	
Debt Service	300	30,929,861.99	29,364,984.36	15,014,022.00	7,836,378.68	(7,177,643.32)	52.19%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,352,100.00	780,377.57	(571,722.43)	57.72%
Utility Deposits	505	190,560.45	201,802.31	250,000.00	126,512.79	(123,487.21)	50.61%
Water Operations	510	17,689,723.18	18,128,905.67	19,262,238.00	12,627,646.86	(6,634,591.14)	65.56%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	18,881,394.17	17,758,873.85	16,865,436.00	10,277,043.94	(6,588,392.06)	60.94%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,225,761.70	3,413,386.00	3,468,869.00	2,065,351.04	(1,403,517.96)	59.54%
Golf Course	590	1,808,498.72	2,224,378.94	1,800,000.00	1,372,483.42	(427,516.58)	76.25%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	13,868,885.00	877,217.54	(12,991,667.46)	6.33%
Special Assessments	8**	30,128.00	-	-	277,157.71	277,157.71	
Capital Projects	9**	18,139,504.75	25,146,661.48	14,789,858.00	547,947.73	(14,241,910.27)	3.70%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 149,075,786.00	\$ 72,915,420.64	\$ (76,160,365.36)	48.91%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,460,196.00	\$ 843,405.81	\$ (616,790.19)	57.76%
Risk Management	720	1,850,530.80	1,280,848.03	1,244,000.00	1,507,278.07	263,278.07	121.16%
Health Insurance	730	4,695,875.26	4,805,782.88	4,975,000.00	3,052,555.29	(1,922,444.71)	61.36%
Sustainability Revolving Loan	770	2,199.67	1,370.00	619.00	-	(619.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,200.00	3,000.00	(2,200.00)	57.69%
Equipment Reserve	790	159,888.30	135,059.94	208,476.00	54,770.22	(153,705.78)	26.27%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 7,893,491.00	\$ 5,461,009.39	\$ (2,432,481.61)	69.18%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 156,969,277.00	\$ 78,376,430.03	\$ (78,592,846.97)	49.93%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ January is 58.3% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
January 31, 2023

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of January 31, 2023	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 41,972,911.00	\$ 23,707,375.36	\$ (18,265,535.64)	56.48%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	935,461.00	815,950.74	(119,510.26)	87.22%
Special Revenue:							
Fire Gift	220	-	280	14,000.00	-	(14,000.00)	0.00%
Hawkeye Park Player Fees	240	-	-	35,980.00	17,234.00	(18,746.00)	47.90%
Police Gift	250	4,548.95	-	1,000.00	3,499.43	2,499.43	349.94%
Road Use Tax	260	6,185,703.15	6,309,244.00	7,494,861.00	4,178,469.45	(3,316,391.55)	55.75%
Police Seizure	270	423.75	9,710.60	11,375.00	4,700.15	(6,674.85)	41.32%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,627,046.00	114,007.00	(2,513,039.00)	4.34%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,628,996.00	1,535,044.21	(1,093,951.79)	58.39%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	30,000.00	31,841.71	1,841.71	106.14%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	53.30	3,640.00	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	-	10,000.00	320.00	(9,680.00)	3.20%
Dog Park Trust Fund	449	5,432.44	-	-	-	-	
P&R Scholarship Fund	450	-	-	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,277,332.00	2,443,830.01	(21,833,501.99)	10.07%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,333,512.00	732,803.82	(600,708.18)	54.95%
Utility Deposits	505	171,585.00	155,535.00	172,000.00	106,325.00	(65,675.00)	61.82%
Water Operations	510	10,867,811.78	13,866,790.86	13,338,383.00	7,356,471.13	(5,981,911.87)	55.15%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,642,926.00	252,030.03	(1,390,895.97)	15.34%
Sewer Operations	550	15,682,283.02	9,250,821.92	13,942,990.00	5,771,261.53	(8,171,728.47)	41.39%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,084,877.00	606,586.01	(478,290.99)	55.91%
Golf Course	590	1,491,559.00	1,755,171.77	2,103,226.00	1,196,106.65	(907,119.35)	56.87%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	19,161,984.00	7,548,339.25	(11,613,644.75)	39.39%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	25,152,561.00	24,181,942.44	(970,618.56)	96.14%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 157,972,421.00	\$ 80,604,137.92	\$ (77,368,283.08)	51.02%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,460,196.00	\$ 828,928.08	\$ (631,267.92)	56.77%
Risk Management	720	1,754,405.96	1,250,301.56	1,244,000.00	1,350,027.55	106,027.55	108.52%
Health Insurance	730	3,879,564.17	4,771,845.17	5,344,000.00	2,868,312.52	(2,475,687.48)	53.67%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	1,265,000.00	165,293.10	(1,099,706.90)	13.07%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,313,196.00	\$ 5,212,561.25	\$ (4,100,634.75)	55.97%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 167,285,617.00	\$ 85,816,699.17	\$ (81,468,917.83)	51.30%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ January is 58.3% of the fiscal year.

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

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of January 31, 2023	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 14,274,635	\$ (13,070,461)	52.20%
Ag Land Tax	13,090	12,960	13,000	8,592	(4,408)	66.09%
Airport Authority Levy	580,365	621,186	651,931	340,352	(311,579)	52.21%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 14,623,580	\$ (13,386,447)	52.21%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,370,000	\$ 1,267,868	\$ (102,132)	92.55%
Mobile Home Tax	15,970	16,026	15,300	11,447	(3,853)	74.81%
Utility Replacement Tax	162,311	188,001	204,479	100,150	(104,329)	48.98%
Utility Franchise Tax	1,359,440	1,600,494	1,337,000	1,283,501	(53,499)	96.00%
Cable TV Franchise Tax	256,414	250,135	256,000	115,142	(140,858)	44.98%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,182,779	\$ 2,778,107	\$ (404,672)	87.29%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 61,000	\$ 42,763	\$ (18,237)	70.10%
Cigarette Permits	4,500	6,050	5,000	775	(4,225)	15.50%
Solicitor Licenses	7,345	8,870	7,000	3,240	(3,760)	46.29%
Miscellaneous Business Licenses	9,795	9,050	7,000	1,645	(5,355)	23.50%
Garbage Licenses	1,200	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	44,039	41,450	29,000	18,753	(10,247)	64.67%
Fire Permits	8,885	5,113	4,000	1,550	(2,450)	38.75%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	8,315	(5,685)	59.39%
Building Permits	2,333,174	2,069,033	1,665,000	1,041,699	(623,301)	62.56%
Electrical Permits	192,981	173,295	141,000	97,212	(43,788)	68.94%
Heating Permits	128,679	122,470	95,000	69,716	(25,284)	73.39%
Plumbing Permits	149,211	128,084	120,000	86,141	(33,859)	71.78%
Driveway Permits	22,985	16,680	15,000	5,940	(9,060)	39.60%
Sidewalk Permits	23,685	16,005	14,000	6,040	(7,960)	43.14%
Moving/Demolition Permits	450	325	200	75	(125)	37.50%
Fence & Oversize Permits	115,325	87,087	69,000	53,215	(15,785)	77.12%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,247,600	\$ 1,437,080	\$ (810,520)	63.94%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 125,000	\$ 997,773	\$ 872,773	798.22%
Commissions	414	19,015	6,800	282	(6,518)	4.14%
Advertising	1,550	-	-	-	-	
Leases	46,525	43,632	44,039	7,652	(36,387)	17.38%
Community Centers Rental	39,777	81,268	67,000	50,066	(16,935)	74.72%
Park Shelter Rentals	18,985	24,861	18,000	9,273	(8,728)	51.51%
Sports Complex Rentals	96,612	123,567	77,000	66,855	(10,146)	86.82%
Aquatic Center Rentals	28,136	34,357	30,000	585	(29,415)	1.95%
Miscellaneous Rentals	3,628	27,584	8,000	51,679	43,679	645.99%
Subtotal	\$ 602,810	\$ 568,595	\$ 375,839	\$ 1,184,164	\$ 808,325	315.07%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 400,000	\$ 210,058	\$ (189,942)	52.51%
School/Police Agreements	195,678	145,066	138,393	75,312	(63,081)	54.42%
County Library Contribution	135,316	150,776	156,644	138,963	(17,681)	88.71%
Other Local Contributions	31,958	42,900	59,000	54,040	(4,960)	91.59%
State:						
Commercial & Industrial Replacement	640,447	664,092	531,615	265,337	(266,278)	49.91%
Library Contribution	23,723	31,060	31,060	28,987	(2,073)	93.33%
Miscellaneous Grants	-	18,208	-	-	-	
Federal:						
Public Safety Grants	1,807,313	174,663	40,000	37,708	(2,292)	94.27%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,356,712	\$ 810,404	\$ (546,308)	59.73%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 5,310	\$ (3,690)	59.00%
Fire/Ambulance Reports	205	140	200	40	(160)	20.00%
False Alarm Fees	4,455	1,975	4,000	1,700	(2,300)	42.50%
Ambulance Charges	2,331,846	2,750,308	2,782,937	1,441,165	(1,341,772)	51.79%
Fingerprinting	5,013	14,175	15,000	7,060	(7,940)	47.07%
Towing Surcharge	2,290	1,920	2,000	1,270	(730)	63.50%
Plan Review Fees	17,075	40,435	15,000	18,900	3,900	126.00%
Parks and Recreation:						
Admissions	248,738	590,141	460,000	353,071	(106,929)	76.75%
Season Passes	383,366	476,049	438,000	56,587	(381,414)	12.92%
Special Population	3,867	1,851	-	-	-	
Special Programs	62,776	154,535	142,000	84,958	(57,042)	59.83%
Rec Programs - Tax Exempt	298,889	515,901	401,000	256,652	(144,348)	64.00%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of January 31, 2023	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	98,960	125,497	110,000	8,403	(101,597)	7.64%
Dog Park Passes	39,026	33,604	37,000	11,261	(25,739)	30.43%
Housing and Subdivision:						
Housing Code	54,505	101,200	70,000	61,369	(8,631)	87.67%
Plan Review Fees	396,464	508,062	285,000	234,269	(50,731)	82.20%
Site Plan Review	12,030	18,300	13,000	8,100	(4,900)	62.31%
Zoning	7,990	6,380	4,000	4,145	145	103.63%
Subdivision Filing Fees	14,220	14,640	11,000	3,720	(7,280)	33.82%
Board of Adjustment Fees	4,920	3,120	2,000	2,220	220	111.00%
Architect Review Board Fees	4,910	6,305	4,000	2,595	(1,405)	64.88%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	365,944	171,415	(194,529)	46.84%
Animal Impound Fees	752	3,680	7,000	1,540	(5,460)	22.00%
Copy Charges	4,712	8,890	8,000	5,902	(2,098)	73.78%
Miscellaneous Service Charges	13,645	11,700	9,000	6,253	(2,747)	69.48%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,195,081	\$ 2,747,904	\$ (2,447,177)	52.89%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 10	\$ 10	
Sales/Salvages	6,470	1,897	400	6,257	5,857	1564.27%
Concessions	140,472	288,637	219,000	151,466	(67,534)	69.16%
Contributions-Private Sources	-	-	-	6,100	6,100	
Program Sponsorships	13,750	25,172	16,000	11,239	(4,761)	70.24%
Refunds/Rebates	3,851	14,592	-	1,692	1,692	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	93,664	(159,522)	36.99%
Roadway Signage Reimb	797	6,625	-	14,975	14,975	
Police OT Reimb	3,361	18,229	14,000	11,516	(2,484)	82.26%
Court Fines	56,131	49,968	56,000	50,867	(5,133)	90.83%
Library Fines	19,374	20,924	20,000	11,094	(8,906)	55.47%
Miscellaneous Library Revenues	7,808	7,846	6,000	3,247	(2,753)	54.12%
Miscellaneous Revenues	110,363	20,529	4,000	21,315	17,315	532.88%
Overages/Shortages	971	2,045	-	568	568	
Subtotal	\$ 574,481	\$ 697,625	\$ 588,586	\$ 384,010	\$ (204,576)	65.24%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 40,956,624	\$ 23,965,250	\$ (16,991,374)	58.51%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 500	\$ -	\$ (500)	0.00%
Refunds/Reimbursements	27,718	2,000	-	2,000	2,000	
Fund Total	\$ 29,539	\$ 2,665	\$ 500	\$ 2,000	\$ 1,500	400.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,587,706	\$ 5,464,495	\$ (3,123,211)	63.63%
Interest	34,286	12,651	10,000	-	(10,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	1,065	1,065	
Refunds	-	600	-	3,383	3,383	
Signage Reimbursement	-	-	5,000	-	(5,000)	0.00%
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,602,706	\$ 5,468,943	\$ (3,133,763)	63.57%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,149,927	\$ 4,774,928	\$ (4,374,999)	52.19%
TIF District Urban Renewal II	259,026	364,061	501,359	262,490	(238,869)	52.36%
TIF District Urban Renewal III	376,097	389,846	570,371	212,183	(358,188)	37.20%
Use of Money and Property:						
Interest	18,857	8,043	5,000	-	(5,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 10,226,657	\$ 5,249,601	\$ (4,977,056)	51.33%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 1,275,961	\$ (1,168,224)	52.20%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	1,000	(0)	99.96%
Utility Replacement Tax	14,399	16,678	17,851	8,743	(9,108)	48.98%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,411	23,154	(23,257)	49.89%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	13,542	(12,522)	51.96%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,536,511	\$ 1,328,696	\$ (1,207,815)	52.38%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 7,643,871	\$ (6,981,592)	52.26%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	5,549	(2,451)	69.36%
Utility Replacement Tax	85,082	97,033	98,994	48,486	(50,508)	48.98%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of January 31, 2023	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	277,565	138,473	(139,092)	49.89%
Use of Money and Property:						
Interest	13,654	3,241	4,000	-	(4,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,014,022	\$ 7,836,379	\$ (7,177,643)	52.19%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,334,000	768,538	(565,462)	57.61%
Service Charges	18,479	19,030	18,000	11,839	(6,161)	65.77%
Interest	835	168	100	-	(100)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,352,100	\$ 780,378	\$ (571,722)	57.72%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	7,306	\$ (3,694)	66.42%
Sales Tax	501	(151)	-	28	28	
Excise Tax	854,186	904,784	1,032,000	646,145	(385,855)	62.61%
Cell Tower Lease	104,105	83,008	80,818	39,591	(41,227)	48.99%
Outside Billing	25,040	20,263	22,000	10,005	(11,995)	45.48%
Water Sales	12,019,100	12,712,319	13,708,086	9,355,754	(4,352,332)	68.25%
Hook Up Fees	708,238	329,793	200,000	120,688	(79,312)	60.34%
Meter Sales	568,996	477,374	625,000	240,720	(384,280)	38.52%
Temporary Water Sales	118,620	85,620	93,000	42,160	(50,840)	45.33%
Water Availability	3,131,602	3,344,757	3,389,334	2,063,903	(1,325,431)	60.89%
Service Charges	118,893	136,937	97,000	83,628	(13,372)	86.21%
Unapplied Credits	9,362	14,782	-	13,178	13,178	
Deposits	190,560	201,802	250,000	126,513	(123,487)	50.61%
Interest	11,503	4,750	4,000	-	(4,000)	0.00%
Miscellaneous	12,125	2,879	-	4,540	4,540	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 19,512,238	\$ 12,754,160	\$ (6,758,078)	65.36%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 236,000	\$ 158,473	\$ (77,527)	67.15%
Refunds	1,704	-	-	53	53	
Miscellaneous Service Charge	71,340	63,344	70,000	36,736	(33,264)	52.48%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Usage	10,842,210	9,943,470	10,083,985	6,174,388	(3,909,597)	61.23%
Hook Up Fees	1,163,433	1,110,017	400,000	184,156	(215,844)	46.04%
Sewer Availability	6,527,031	6,385,182	6,071,451	3,721,237	(2,350,214)	61.29%
Interest	7,008	13,006	4,000	2,000	(2,000)	50.00%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,865,436	\$ 10,277,044	\$ (6,588,392)	60.94%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 101,000	\$ 49,620	\$ (51,380)	49.13%
Interest	7,493	3,373	2,000	-	(2,000)	0.00%
Sales Tax	56,134	61,672	69,000	38,182	(30,818)	55.34%
Service Charges	3,031,004	3,245,895	3,296,869	1,977,549	(1,319,320)	59.98%
Miscellaneous	-	826	-	-	-	
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,468,869	\$ 2,065,351	\$ (1,403,518)	59.54%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ 1,172	\$ 172	117.23%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	116	(885)	11.55%
Miscellaneous Service Charges	9,419	21,486	24,000	19,893	(4,107)	82.89%
Gift Certificates	5,161	9,425	-	(595)	(595)	
Driving Range	198,423	183,347	149,000	105,837	(43,163)	71.03%
Rec Program Fees	22,296	25,074	22,000	(328)	(22,328)	-1.49%
Overages (Shortages)	(394)	(37)	-	(627)	(627)	
Food and Beverage Sales	134,467	242,698	194,000	180,758	(13,242)	93.17%
Clubhouse and Banquet Rental	25,162	30,610	34,000	19,249	(14,751)	56.61%
Alcoholic Beverage Sales	204,177	286,436	203,000	194,584	(8,416)	95.85%
Season Passes	97,094	114,336	80,000	1,899	(78,101)	2.37%
Greens Fees	567,382	662,097	531,000	426,736	(104,264)	80.36%
Merchandise Sales	103,715	115,259	112,000	80,023	(31,977)	71.45%
Cart Rental	341,504	398,453	329,000	260,290	(68,710)	79.12%
Equipment Rental	1,258	2,877	3,000	1,984	(1,017)	66.12%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	32,000	22,831	(9,169)	71.35%
Miscellaneous Revenue	58,305	84,767	83,000	58,663	(24,337)	70.68%
Interest	2,245	1,366	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 1,800,000	\$ 1,372,483	\$ (427,517)	76.25%
Total - Major Operating Funds	\$ 131,367,670	\$ 133,572,517	\$ 120,335,663	\$ 71,100,284	\$ (49,235,379)	59.08%

⁽¹⁾ January is 58.3% of the fiscal year.

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

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 2,000	\$ 17,446	\$ 15,446	872%	\$ 1,772,643	\$ 1,113,955	\$ (658,688)	63%
Police Operations	1112	250,393	180,801	(69,592)	72%	7,363,552	4,004,233	(3,359,319)	54%
Police Support Services	1114	43,000	25,334	(17,666)	59%	2,576,960	1,545,655	(1,031,305)	60%
Crossing Guards	1119	-	-	-	N/A	101,681	47,999	(53,682)	47%
Emergency Preparedness	1140	-	-	-	N/A	62,641	21,308	(41,333)	34%
Fire Support	1141	419,200	235,097	(184,103)	56%	1,247,472	772,049	(475,423)	62%
Fire Suppression	1142	1,000	3,143	2,143	314%	3,417,680	2,000,358	(1,417,322)	59%
Emergency Medical Services	1144	2,783,937	1,441,165	(1,342,772)	52%	5,766,669	3,347,030	(2,419,639)	58%
Code Enforcement	1460	2,417,200	1,610,641	(806,559)	67%	2,046,847	1,176,446	(870,401)	57%
Animal Control	2224	7,000	1,540	(5,460)	22%	22,000	17,770	(4,230)	81%
Subtotal		\$ 5,923,730	\$ 3,515,167	\$ (2,408,563)	59%	\$ 24,378,145	\$ 14,046,803	\$ (10,331,342)	58%
Culture & Recreation:									
Library	2331	\$ 231,404	\$ 238,757	\$ 7,353	103%	\$ 2,648,283	\$ 1,485,395	\$ (1,162,888)	56%
Park Administration	2440	60,000	20,533	(39,467)	34%	334,963	204,194	(130,769)	61%
Park Maintenance	2441	-	162	162	N/A	1,781,914	1,030,127	(751,787)	58%
Recreation Programs	2442	498,000	305,761	(192,239)	61%	886,897	559,837	(327,060)	63%
Community Centers	2443	145,000	135,318	(9,682)	93%	502,732	290,072	(212,660)	58%
Aquatic Centers	2444	1,189,000	516,058	(672,943)	43%	1,555,605	983,363	(572,242)	63%
Prairie Ridge Sports Complex	2445	354,920	159,409	(195,511)	45%	1,122,732	616,038	(506,694)	55%
Hawkeye Concessions	2446	62,500	34,303	(28,198)	55%	82,866	37,582	(45,284)	45%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,540,824	\$ 1,410,300	\$ (1,130,524)	56%	\$ 8,916,592	\$ 5,206,608	\$ (3,709,984)	58%
Public Works:									
Airport Authority	3548	\$ 669,371	\$ 349,127	\$ (320,244)	52%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Subtotal		\$ 669,371	\$ 349,127	\$ (320,244)	52%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 61,865	\$ 3,865	107%	\$ 1,021,654	\$ 588,758	\$ (432,896)	58%
Housing Authority	3648	-	-	-	N/A	33,454	28,454	(5,000)	85%
Economic Development	4886	-	-	-	N/A	375,642	202,699	(172,943)	54%
Community Development	4887	36,000	21,510	(14,490)	60%	1,242,140	652,519	(589,621)	53%
Subtotal		\$ 94,000	\$ 83,375	\$ (10,625)	89%	\$ 2,672,890	\$ 1,472,430	\$ (1,200,460)	55%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 497,909	\$ 262,333	\$ (235,576)	53%
Mayor and City Council	4881	-	-	-	N/A	557,071	156,653	(400,418)	28%
Human Resources	4882	-	-	-	N/A	491,425	277,816	(213,609)	57%
City Manager	4883	-	315	315	N/A	1,157,618	576,445	(581,173)	50%
City Clerk	4884	110,400	67,327	(43,073)	61%	508,533	257,565	(250,968)	51%
Finance	4885	31,252,355	18,360,353	(12,892,002)	59%	570,659	327,953	(242,706)	57%
Information Technology	4889	365,944	179,286	(186,658)	49%	1,463,777	748,165	(715,612)	51%
City Hall Building	4891	-	-	-	N/A	88,837	39,878	(48,959)	45%
Subtotal		\$ 31,728,699	\$ 18,607,280	\$ (13,121,419)	59%	\$ 5,335,829	\$ 2,646,807	\$ (2,689,022)	50%
Total General Fund		\$ 40,956,624	\$ 23,965,250	\$ (16,991,374)	59%	\$ 41,972,911	\$ 23,707,375	\$ (18,265,536)	56%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 500	\$ 2,000	\$ 1,500	400%	\$ 935,461	\$ 815,951	\$ (119,510)	87%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 704,000	\$ 382,007	\$ (321,993)	54%
Roadway Administration	3261	8,602,706	5,468,943	(3,133,763)	64%	1,874,802	1,052,155	(822,647)	56%
Roadway Maintenance	3262	-	-	-	N/A	2,537,425	1,585,686	(951,739)	62%
Snow and Ice Control	3263	-	-	-	N/A	1,025,628	393,160	(632,468)	38%
Traffic Safety	3265	-	-	-	N/A	1,353,006	765,461	(587,545)	57%
Total Road Use Tax Fund		\$ 8,602,706	\$ 5,468,943	\$ (3,133,763)	64%	\$ 7,494,861	\$ 4,178,469	\$ (3,316,392)	56%

Revenue						Expenditures					
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>		
Tax Increment Financing											
Community and Economic Development	4280	\$ 10,226,657	\$ 5,249,601	\$ (4,977,056)	51%	\$ 2,627,046	\$ 114,007	\$ (2,513,039)	4%		
Police and Fire Retirement											
Public Safety:	4290	\$ 2,536,511	\$ 1,328,696	\$ (1,207,815)	52%	\$ 2,628,996	\$ 1,535,044	\$ (1,093,952)	58%		
Debt Service											
Debt Service:	4300	\$ 15,014,022	\$ 7,836,379	\$ (7,177,643)	52%	\$ 24,277,332	\$ 2,443,830	\$ (21,833,502)	10%		
Solid Waste											
Enterprise:	3500	\$ 1,352,100	\$ 780,378	\$ (571,722)	58%	\$ 1,333,512	\$ 732,804	\$ (600,708)	55%		
Water											
Enterprise:											
Utility Deposits	3505	\$ 250,000	\$ 126,513	\$ (123,487)	51%	\$ 172,000	\$ 106,325	\$ (65,675)	62%		
Water Administration	3510	19,262,238	12,627,647	(6,634,591)	66%	10,905,431	5,968,408	(4,937,023)	55%		
Water Maintenance	3512	-	-	-	N/A	2,432,952	1,388,063	(1,044,889)	57%		
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A		
Water Sinking	3530	-	-	-	N/A	1,642,926	252,030	(1,390,896)	15%		
Total Water Fund		<u>\$ 19,512,238</u>	<u>\$ 12,754,160</u>	<u>\$ (6,758,078)</u>	65%	<u>\$ 15,153,309</u>	<u>\$ 7,714,826</u>	<u>\$ (7,438,483)</u>	51%		
Sewer											
Enterprise:											
Wastewater Administration	3550	\$ 16,865,436	\$ 10,277,044	\$ (6,588,392)	61%	\$ 12,614,160	\$ 5,079,424	\$ (7,534,736)	40%		
Wastewater Operations	3552	-	-	-	N/A	1,328,830	691,837	(636,993)	52%		
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A		
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A		
Total Sewer Fund		<u>\$ 16,865,436</u>	<u>\$ 10,277,044</u>	<u>\$ (6,588,392)</u>	61%	<u>\$ 13,942,990</u>	<u>\$ 5,771,262</u>	<u>\$ (8,171,728)</u>	41%		
Storm Water											
Enterprise:											
Storm Water Administration	3580	\$ 3,468,869	\$ 2,065,351	\$ (1,403,518)	60%	\$ 873,126	\$ 515,736	\$ (357,390)	59%		
Street Cleaning	3584	-	-	-	N/A	211,751	90,850	(120,901)	43%		
Total Storm Water Fund		<u>\$ 3,468,869</u>	<u>\$ 2,065,351</u>	<u>\$ (1,403,518)</u>	60%	<u>\$ 1,084,877</u>	<u>\$ 606,586</u>	<u>\$ (478,291)</u>	56%		
Golf Course											
Enterprise:											
Golf Course Maintenance	2591	\$ 1,000	\$ 1,172	\$ 172	117%	\$ 740,161	\$ 398,452	\$ (341,709)	54%		
Golf Course Pro Shop	2592	1,268,000	901,033	(366,967)	71%	662,813	389,338	(273,475)	59%		
Golf Course Banquet Services	2595	531,000	470,279	(60,721)	89%	700,252	408,317	(291,935)	58%		
Total Golf Course Fund		<u>\$ 1,800,000</u>	<u>\$ 1,372,483</u>	<u>\$ (427,517)</u>	76%	<u>\$ 2,103,226</u>	<u>\$ 1,196,107</u>	<u>\$ (907,119)</u>	57%		
Total		<u>\$ 120,335,663</u>	<u>\$ 71,100,284</u>	<u>\$ (49,235,379)</u>	59%	<u>\$ 113,554,521</u>	<u>\$ 48,816,261</u>	<u>\$ (64,738,260)</u>	43%		

**City of Ankeny
Investment Schedule
January 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance January 31, 2023
Capital Projects													
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	\$ 4,000,000.00	\$ -	\$ -	\$ 8,000.00	\$ 4,000,000.00	\$ -
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	7,138.09	2,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	1.574%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	98,434.55	10,034,231.20	-
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.844%	8/17/2022	2/28/2023	195	5,000,000.00	2,887.23	(71,537.36)	237.77	-	4,928,462.64
313-91634	RBC Wealth Managem	T-Bill	T-Bill	4.024%	11/14/2022	4/6/2023	143	2,000,000.00	-	(31,042.26)	-	-	1,968,957.74
	Robert W. Baird & Co.	T-Bill	T-Bill	4.684%	1/4/2023	6/29/2023	176	5,000,000.00	-	(110,436.09)	-	-	4,889,563.91
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	5,000,000.00	-	-	-	-	5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	23,929.56	(105,079.71)	-	-	4,918,849.85
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
Subtotal								\$ 45,000,000.00	\$ 106,651.04	\$ (283,864.22)	\$ 113,810.41	\$ 16,034,231.20	\$ 28,705,834.14
Equipment Reserve													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	\$ 3,000,000.00	\$ -	\$ -	\$ 3,106.85	\$ 3,000,000.00	\$ -
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	7,387.30	2,992,880.01	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	24,000.00	4,976,000.00	-
260001405	Community State	CD	CD	0.220%	4/14/2022	10/13/2022	182	3,000,000.00	-	-	3,290.96	3,000,000.00	-
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	23,250.47	2,976,750.00	-
1279250-1	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	20,740.40	4,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.677%	2/7/2022	11/30/2022	296	5,000,000.00	-	53,345.22	(3,345.22)	5,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.938%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	24,714.29	2,978,600.63	-
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	-	-	2,000,000.00
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
39246-101	IPAIT	T-Note	T-Note	1.810%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	4,027.84	-	9,997,623.24
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	4.255%	10/6/2022	3/27/2023	172	4,900,383.34	-	-	-	-	4,900,383.34
313-91634	RBC Wealth Managem	T-Note	T-Note	2.544%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	17,623.15	-	4,962,371.90
145636	First National Bank	CD	CD	4.150%	10/14/2022	4/14/2023	182	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.524%	6/14/2022	4/15/2023	305	5,000,000.00	2,049.18	(93,037.18)	4,200.82	-	4,906,962.82
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	4.842%	10/18/2022	5/30/2023	224	2,912,266.67	-	-	-	-	2,912,266.67
	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	4.039%	9/8/2022	6/5/2023	270	2,911,800.00	-	-	-	-	2,911,800.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	5,000,000.00	2,615.49	(124,513.59)	509.51	-	4,875,486.41
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
3000907325	Lincoln Savings Bank	MM	Money market	3.100%	N/A	N/A	MM	14,931,119.55	-	-	157,923.59	5,000,000.00	9,931,119.55
39246-101	IPAIT	MM	Money market	3.992%	N/A	N/A	MM	22,251,213.89	-	-	244,879.51	-	22,251,213.89
	Farmers State Bank	MM	Money market	4.080%	N/A	N/A	MM	24,497,479.96	-	-	414,525.81	-	24,497,479.96
Subtotal								\$ 148,484,893.42	\$ 27,283.34	\$ (360,609.78)	\$ 946,835.28	\$ 33,924,230.64	\$ 114,146,707.78
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	500,000.00	-	-	-	-	500,000.00

**City of Ankeny
Investment Schedule
January 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance January 31, 2023
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	500,000.00	-	-	-	-	500,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 199,984,893.42	\$ 133,934.38	\$ (644,474.00)	\$ 1,062,645.69	\$ 50,958,461.84	\$ 148,352,541.92
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								5,000,000.00	-	-	-	-	5,000,000.00
BNP Paribas								-	-	-	-	-	-
Community State								9,500,000.00	-	-	3,290.96	3,000,000.00	6,500,000.00
Farmers State Bank								24,497,479.96	-	-	414,525.81	-	24,497,479.96
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	-	-	3,000,000.00
Great Southern Bank								-	-	-	-	-	-
IPAIT								49,386,213.89	2,306.54	(137,376.76)	282,754.60	12,000,000.00	37,248,837.13
Lincoln Savings Bank								24,931,119.55	-	-	157,923.59	5,000,000.00	19,931,119.55
Northwest Bank								3,000,000.00	-	-	-	-	3,000,000.00
RBC Wealth Management								55,765,400.01	107,698.28	(291,581.44)	189,625.34	25,965,581.83	29,454,891.52
Robert W. Baird & Co.								15,904,680.01	23,929.56	(215,515.80)	7,387.30	2,992,880.01	12,720,213.76
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	7,138.09	2,000,000.00	2,000,000.00
US Bank								5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo								-	-	-	-	-	-
Total								\$ 199,984,893.42	\$ 133,934.38	\$ (644,474.00)	\$ 1,062,645.69	\$ 50,958,461.84	\$ 148,352,541.92
<u>Totals by Type</u>													
CD								\$ 56,500,000.00	\$ -	\$ -	\$ 44,276.30	\$ 17,000,000.00	\$ 39,500,000.00
Commercial paper								21,670,080.02	-	-	54,637.77	10,945,630.01	10,724,450.01
Money market								61,679,813.40	-	-	817,328.91	5,000,000.00	56,679,813.40
T-Bill								7,000,000.00	-	(141,478.35)	-	-	6,858,521.65
T-Note								53,135,000.00	133,934.38	(502,995.65)	146,402.71	18,012,831.83	34,589,756.86
								\$ 199,984,893.42	\$ 133,934.38	\$ (644,474.00)	\$ 1,062,645.69	\$ 50,958,461.84	\$ 148,352,541.92



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 January 2023 Building Permit Report

City of Ankeny
Building Permit Report
Month of January 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	January-23		January-22		1/1/2023-1/31/2023		1/1/2022-1/31/2022		7/1/2022-1/31/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	10	\$3,171,707	39	\$10,945,646	10	\$3,171,707	39	\$10,945,646	191	\$65,562,160
New Single Family Attached/Duplex	10	\$2,201,435	12	\$2,980,589	10	\$2,201,435	12	\$2,980,589	197	\$45,865,776
New Multi - Family	0	\$0	1	\$750,000	0	\$0	1	\$750,000	48	\$30,617,483
Total New Residential Permits	20	\$5,373,142	52	\$14,676,235	20	\$5,373,142	52	\$14,676,235	436	\$142,045,419
Additions/Alterations/Other (1)	42	\$899,397	48	\$897,843	42	\$899,397	48	\$897,843	453	\$6,605,443
Total New Dwelling Units	20		51		20		51		562	
NON-RESIDENTIAL										
New Commercial	2	\$6,520,000	0	\$0	2	\$6,520,000	0	\$0	15	\$84,558,084
COM Additions/Alterations/Other	5	\$1,035,000	5	\$1,845,109	5	\$1,035,000	5	\$1,845,109	50	\$8,783,948
New Church	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
CHR Additions/Alterations/Other	1	\$17,000	0	\$0	1	\$17,000	0	\$0	3	\$371,800
New School	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SCH Additions/Alterations/Other	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Total Non Residential Permits	8	\$7,572,000	5	\$1,845,109	8	\$7,572,000	5	\$1,845,109	68	\$93,713,832
MISC PERMITS (2)	31	\$93,934	24	\$105,831	31	\$93,934	24	\$105,831	464	\$570,628
TOTALS	101	\$13,938,473	129	\$17,525,018	101	\$13,938,473	129	\$17,525,018	1421	\$242,935,322

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

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

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

* includes footing & foundation permits

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

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	1/5/2023	\$385,263	22-7906-NEW	5906 NE Briarwood Dr	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	1/5/2023	\$298,391	22-8000-NEW	1114 NE 56th St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	New Building	1/5/2023	\$272,660	22-8003-NEW	1138 NE 56th St	Benchmark Builders Iowa	Benchmark Builders Iowa
Single Family Detached	New Building	1/9/2023	\$445,608	22-7986-NEW	3110 NE Avery Dr	Chris Pickard	Sage Homes Inc
Single Family Detached	New Building	1/9/2023	\$303,816	22-8049-NEW	1142 NE 56th St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	New Building	1/9/2023	\$264,415	22-8050-NEW	1134 NE 56th St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	New Building	1/10/2023	\$354,452	23-0029-NEW	4410 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/12/2023	\$254,424	23-0081-NEW	2602 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	1/30/2023	\$305,303	23-0210-NEW	2824 NW Greenwood St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	New Building	1/31/2023	\$287,375	23-0266-NEW	4406 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	1/12/2023	\$220,219	22-8004-NEW	1105 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,068	22-8005-NEW	1109 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,219	22-8006-NEW	1113 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,068	22-8007-NEW	1117 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,219	22-8008-NEW	1121 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,068	22-8009-NEW	1125 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,219	22-8010-NEW	1129 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,068	22-8011-NEW	1133 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,219	22-8012-NEW	1137 NE 56th St	Progressive Builders	Progressive Builders
Single Family Attached	New Building	1/12/2023	\$220,068	22-8013-NEW	1141 NE 56th St	Progressive Builders	Progressive Builders
Single Family Detached	Solar	1/3/2023	\$36,748	22-8062-SOL	802 SE Michael Dr	SunPro Solar	ADT Solar LLC
Single Family Detached	Building Alteration	1/3/2023	\$16,890	23-0004-ALT	412 NW Irvinedale Dr	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	1/4/2023	\$24,754	22-8048-ALT	710 SW Springfield Dr	Scott Douglas Campbell	Scott Douglas Campbell
Single Family Detached	Building Alteration	1/4/2023	\$11,670	23-0024-ALT	4306 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Alteration	1/9/2023	\$20,323	23-0086-ALT	2215 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Alteration	1/9/2023	\$17,400	23-0092-ALT	2411 NW Applewood St	Michael Leners	Michael Leners
Single Family Attached	Building Alteration	1/10/2023	\$25,520	22-7831-ALT	910 NE 15th St	Jill George	Jill George
Single Family Detached	Building Alteration	1/10/2023	\$15,358	23-0093-ALT	2710 SW Plaza Pkwy	Barry Green	Barry Green
Single Family Detached	Solar	1/10/2023	\$42,386	23-0108-SOL	205 NW State St	Purelight Power	Purelight Power
Single Family Detached	Solar	1/11/2023	\$45,144	23-0021-SOL	1609 NW Rockcrest Rd	Dexton Lybbert	Skyline Solar
Single Family Detached	Building Alteration	1/12/2023	\$9,280	23-0130-ALT	3218 NW 27th Cir	Zobell Alan	Zobell Alan
Single Family Detached	Building Alteration	1/13/2023	\$7,354	23-0156-ALT	736 SE Richland Ct	Stinogel John	Stinogel John
Single Family Detached	Building Alteration	1/17/2023	\$14,152	22-8027-ALT	2530 NW Greenwood St	3 Sons Construction	3 Sons Construction
Single Family Detached	Solar	1/17/2023	\$23,000	23-0065-SOL	2023 SW Westwood St	Purelight Power	Purelight Power
Single Family Detached	Solar	1/17/2023	\$62,000	23-0067-SOL	3214 SW Brookeline Dr	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	1/17/2023	\$19,442	23-0069-ALT	2005 SE Oliver Ct	Matt Hempel	Matt Hempel
Single Family Detached	Solar	1/17/2023	\$29,400	23-0088-SOL	301 NW Ridgeline Dr	CB Solar Inc	CB Solar Inc
Single Family Detached	Building Alteration	1/17/2023	\$19,024	23-0165-ALT	3305 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Building Alteration	1/17/2023	\$13,317	23-0166-ALT	2723 NW 25th St	Arnold Hagemann Tyler	Greenland Homes Inc
Single Family Detached	Porch	1/18/2023	\$2,880	23-0191-PRCH	2307 NW 44th St	Screenbuilders of Ankeny	Screenbuilders of Ankeny
Single Family Detached	Porch	1/18/2023	\$2,880	23-0195-PRCH	5014 NE Michael Ct	Screenbuilders of Ankeny	Screenbuilders of Ankeny

Single Family Detached	Building Alteration	1/19/2023	\$27,859 23-0128-ALT	1101 NW Greenwood St	Nolte Dane	KBS
Single Family Detached	Solar	1/23/2023	\$21,500 23-0198-SOL	3305 NW Westwood St	SunPro Solar	ADT Solar LLC
Single Family Detached	Solar	1/23/2023	\$34,569 23-0200-SOL	5508 NW 17th St	SunPro Solar	ADT Solar LLC
Single Family Detached	Solar	1/23/2023	\$32,451 23-0202-SOL	2823 SW Chestnut Dr	SunPro Solar	ADT Solar LLC
Single Family Detached	Solar	1/24/2023	\$20,000 23-0215-SOL	720 NE 44th Ct	Purelight Power	Purelight Power
Single Family Detached	Solar	1/24/2023	\$24,000 23-0217-SOL	2007 SW Reunion Cir	Purelight Power	Purelight Power
Single Family Detached	Solar	1/24/2023	\$40,169 23-0237-SOL	217 NW Abbie Dr	Dexton Lybbert	Skyline Solar
Single Family Detached	Porch	1/24/2023	\$5,712 23-0257-PRCH	320 NW Driftwood Dr	Better Builders	Better Builders
Single Family Detached	Building Addition	1/25/2023	\$60,240 23-0052-ADD	1811 SW 19th St	Mapes Construction Company	Mapes Construction Company
Single Family Detached	Building Alteration	1/25/2023	\$12,000 23-0072-ALT	1811 SW 19th St	Mapes Construction Company	Mapes Construction Company
Single Family Detached	Building Alteration	1/27/2023	\$21,205 23-0262-ALT	2823 NW Greenwood St	Benchmark Builders Iowa	Benchmark Builders Iowa LC
Single Family Detached	Building Alteration	1/27/2023	\$8,816 23-0277-ALT	1815 SW Westview Dr	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	Building Alteration	1/27/2023	\$14,964 23-0292-ALT	5025 NE Briarwood Dr	knox Construction LLC	knox Construction LLC
Single Family Detached	Solar	1/27/2023	\$15,500 23-0322-SOL	619 NW Seasons Dr	One Source Solar	One Source Solar
Single Family Detached	Solar	1/31/2023	\$17,479 23-0316-SOL	4205 SW Beechwood St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	1/31/2023	\$15,498 23-0356-ALT	2304 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Garage	1/25/2023	\$60,913 23-0192-GAR	1900 NW 4th St Bldg 12	Curt Fincham	Curt Fincham
Single Family Detached	Shed	1/8/2023	\$2,000 23-0019-SHD	1225 NW Beechwood St	Harrison Chris	Harrison Chris
Single Family Detached	Shed	1/10/2023	\$1,280 23-0102-SHD	2808 NW Beechwood St	Herndon Kenneth	Gold Dome Builders
Single Family Detached	Shed	1/26/2023	\$2,400 23-0313-SHD	718 NW Westwood St	Treva R Olson	Tuff Shed
Single Family Detached	Deck	1/19/2023	\$1,920 23-0173-DECK	557 SW Goodwin St	Midwest Construction	Midwest Construction
Restaurant	New Building	1/4/2023	\$1,120,000 22-7583-NEW	3155 N Ankeny Blvd	EEC IL INC	EEC IL INC
Other (Sports Facility)	New Building	1/13/2023	\$5,400,000 22-7418-NEW	2250 SW Vintage Pkwy	DRA Properties	DRA Properties LLC
Office	Building Alteration	1/3/2023	\$60,000 22-7867-ALT	416 SW 3rd St	Campbell Construction Inc	Campbell Construction Inc
Retail	Building Alteration	1/18/2023	\$110,000 23-0112-ALT	2310 SE Delaware Ave Ste P	Creative View Points, LLC	Creative View Points, LLC
Restaurant	Building Alteration	1/20/2023	\$450,000 22-6554-ALT	3607 NE Otterview Cir Ste 103	JCorp Inc	JCorp Inc
Office (Pet Hospital)	Building Alteration	1/20/2023	\$400,000 22-7841-ALT	1520 NW Irvinedale Dr Ste 107	Downing Construction, Inc	Downing Construction, Inc
Other	Antenna/Tower	1/30/2023	\$15,000 23-0123-ANT	3800 NW 18th St	SBA Network Services	Vinco, Inc
Church	Building Alteration	1/12/2023	\$17,000 23-0061-ALT	2110 W 1st St	AZCON Inc	AZCON Inc
Single Family Attached	Fence/Wall	1/3/2023	23-0015-FNCE	1105 NW Jackson Dr	Joseph M Harris	A-1 Fence
Single Family Detached	Fence/Wall	1/4/2023	22-7464-FNCE	810 NE Hayes Dr	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	1/4/2023	22-7510-FNCE	609 NW Pleasant St	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	1/4/2023	22-8113-FNCE	3028 NW Reinhart Dr	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	1/4/2023	23-0001-FNCE	305 NW Benjamin Dr	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	1/25/2023	23-0289-FNCE	1609 NW Driftwood Dr	Blake Wilkinson	Central Iowa Fencing
Retail	Sign	1/3/2023	\$4,000 22-8074-SIGNP	225 SE Oralabor Rd Ste 1	Signco INK	Signco INK
Retail	Sign	1/3/2023	\$4,000 22-8075-SIGNP	225 SE Oralabor Rd Ste 1	Signco INK	Signco INK
Mixed Use	Sign	1/4/2023	\$480 22-7768-SIGNP	1615 SW Main St Ste 104	Kari Camenisch	Kari Camenisch
Retail	Sign	1/4/2023	\$4,465 22-7932-SIGNP	1510 S Ankeny Blvd Ste 102	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	1/5/2023	\$1,100 22-7369-SIGNP	1617 S Ankeny Blvd	Chesnut Signs	Chesnut Signs

Retail	Sign	1/9/2023	\$4,788 22-7924-SIGNP	423 S Ankeny Blvd	Lashier Graphics & Signs	Lashier Graphics & Signs
Retail	Sign	1/9/2023	\$3,697 22-7925-SIGNP	423 S Ankeny Blvd	Lashier Graphics & Signs	Lashier Graphics & Signs
Retail	Sign	1/11/2023	\$2,500 23-0009-SIGNP	1002 SE National Dr	Fastsigns of Clive	Fastsigns
Retail	Sign	1/11/2023	\$2,500 23-0010-SIGNP	1002 SE National Dr	Fastsigns of Clive	Fastsigns
Retail	Sign	1/11/2023	\$2,500 23-0011-SIGNP	1002 SE National Dr	Fastsigns of Clive	Fastsigns
Retail	Sign	1/20/2023	\$1,344 23-0027-SIGNP	102 SE 3rd St	Signarama - Ankeny	Signarama - Ankeny
Multi-Family	Sign	1/23/2023	\$6,500 22-7936-SIGNP	1645 SW Magazine Rd	Iowa Sign Company	Iowa Sign Company
Multi-Family	Sign	1/23/2023	\$6,500 22-7959-SIGNP	1645 SW Magazine Rd	Iowa Sign Company	Iowa Sign Company
Mixed Use	Sign	1/23/2023	\$6,800 22-8143-SIGNP	1555 SE Delaware Ave Ste I	BV Holdings Inc dba BDI Signs	BDI Signs
Restaurant	Sign	1/23/2023	\$5,000 23-0158-SIGNP	1610 SW Main St Ste 106	etc graphics, inc.	Kevin E Seiberling
Church	Sign	1/24/2023	\$4,600 23-0254-SIGNP	5525 NE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Church	Sign	1/24/2023	\$1,200 23-0255-SIGNP	5525 NE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Church	Sign	1/24/2023	\$15,560 23-0256-SIGNP	5525 NE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Restaurant	Sign	1/25/2023	\$5,000 23-0172-SIGNP	1610 SW Main St Ste 106	etc graphics, inc.	Kevin E Seiberling
Retail	Sign	1/27/2023	\$6,500 23-0120-SIGNP	902 SE Oralabor Rd	CR Signs & Lighting Inc	CR Signs & Lighting Inc
Mixed Use	Sign	1/31/2023	\$2,500 22-5923-SIGNP	121 N Ankeny Blvd	Wilfredo Melgar	Wilfredo Melgar
Retail	Sign	1/31/2023	\$2,400 22-7686-SIGNP	502 N Ankeny Blvd Ste 3	Wilfredo Melgar	Wilfredo Melgar
Retail	Temporary Sign	1/19/2023	23-0189-SIGNT	4150 SE Delaware Ave	Brandy Kading	Brandy Kading
Retail	Temporary Sign	1/31/2023	23-0330-SIGNT	1325 SW Oralabor Rd Ste 208	H&R Block	H & R Block
Retail	Temporary Sign	1/31/2023	23-0297-SIGNT	709 N Ankeny Blvd	H&R Block	H&R Block



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	27,941	282,629,564	\$ 1,643,529	\$ 5.82	\$ 293,110	26,210	\$ 137,153	\$ 14,597	\$ 891,513	\$ 525,616	25,704	\$ 279,611	\$ 3,647,976
August	28,146	324,852,366	\$ 1,940,308	\$ 5.97	\$ 294,156	26,286	\$ 155,166	\$ 14,636	\$ 921,948	\$ 527,071	25,775	\$ 280,368	\$ 3,978,488
September	28,231	267,915,821	\$ 1,727,369	\$ 6.45	\$ 295,410	26,395	\$ 142,572	\$ 14,690	\$ 906,964	\$ 529,080	25,878	\$ 281,083	\$ 3,754,596
October	28,287	197,020,536	\$ 1,254,721	\$ 6.37	\$ 296,150	26,481	\$ 114,336	\$ 14,744	\$ 850,795	\$ 530,863	25,972	\$ 282,240	\$ 3,229,513
November	28,193	146,619,139	\$ 891,751	\$ 6.08	\$ 295,120	26,496	\$ 94,470	\$ 14,773	\$ 836,322	\$ 531,823	26,023	\$ 283,043	\$ 2,852,831
December	28,183	128,100,591	\$ 794,335	\$ 6.20	\$ 294,550	26,514	\$ 87,101	\$ 14,801	\$ 797,343	\$ 532,677	26,071	\$ 284,866	\$ 2,718,571
January	28,117	128,579,104	\$ 798,248	\$ 6.21	\$ 295,282	26,567	\$ 87,217	\$ 14,830	\$ 803,962	\$ 533,659	26,121	\$ 285,298	\$ 2,731,278
February													\$ -
March													\$ -
April													\$ -
May													\$ -
June													\$ -
FY Total	197,098	1,475,717,121	\$ 9,050,261	\$ 43.10	\$ 2,063,778	184,949	\$ 818,015	\$ 103,071	\$ 6,008,847	\$ 3,710,789	181,544	\$ 1,976,507	\$ 22,913,253
FY 23 Average	28,157	210,816,732	\$ 1,292,894	\$ 6.16	\$ 294,825	26,421	\$ 116,859	\$ 14,724	\$ 858,407	\$ 530,113	25,935	\$ 282,358	\$ 1,909,438
FY 22 Average	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 increasing the contract amount by \$33,273.74 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.

EXECUTIVE SUMMARY:

This is to include the modification to erosion control near the outlet of the box culvert under SE 68th Street along SE Delaware Avenue and the replacement of the water hydrant west of SE Delaware Avenue.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Change Order #2

CHANGE ORDER FORM



Project Title: SE Delaware Ave HMA Widening
Contractor: Grimes Asphalt and Paving Corporation
Address: 5550 NE 22nd Street, Des Moines, IA 50313
Finance Budget Code: 993.3993.4451 **Finance Project #** 993.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 252

Change Order Number: 2

Change Order Date: February 20, 2023

Purpose of Change Order:

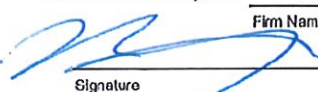
Items 71, 72, and 73 include the modification to erosion control near the outlet of the box culvert under SE 68th Street along SE Delaware Avenue. Item 74 includes the replacement of the water Hydrant near STA. 68+00, west of SE Delaware Avenue.

Details of Change Order:

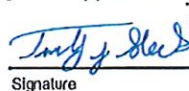
ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
71	EXCAVATION, CLASS 10 WASTE	CY	11.00	\$ 27.50	\$ 302.50
72	REVTMENT, CLASS E	TON	106.76	\$ 99.00	\$ 10,569.24
73	MOBILIZATION FOR EROSION WORK	LS	1.00	\$ 902.00	\$ 902.00
74	FIRE HYDRANT REPLACEMENT	LS	1.00	\$ 21,500.00	\$ 21,500.00
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 33,273.74**

Contractor Accepted: Grimes Asphalt and Paving Corporation

Signature:  Firm Name
 Date: 2/8/23

Engineer Approved: JEO Consulting Group

Signature:  Firm Name
 Date: 02/07/2023

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 915,737.43
1	November 21, 2022	\$ 18,287.50
2	February 20, 2023	\$ 33,273.74
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 967,298.67**



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$16,465.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

Amendment No. 3 includes additional preconstruction coordination work with private utility companies, shop drawing review, and additional inspection time related to construction site conflicts and change order work.

The fee for the additional services is \$16,465.00. The fee for the original Professional Services Agreement and Amendments No. 1 and 2 for design services and construction observation and administration is \$307,565.00. Adding Amendment No. 3 to the Professional Services Agreement increases the total contract amount to \$324,030.00.

It is recommended the City Council approve Amendment No. 3 to the Professional Services Agreement with JEO Consulting Group in the amount of \$16,465.00 for the SE 3rd Street Utility Improvements - Phase 1 project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 7, 2020: City Council approved the Professional Services Agreement with JEO Consulting Group for design engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

June 7, 2021: City Council approved Amendment No. 1 to the Professional Services Agreement to include sanitary sewer replacement from SE Trilein Drive to SE Sharon Drive.

March 7, 2022: City Council approved Amendment No. 2 to the Professional Services Agreement to include construction engineering services.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PSA
 Amendment No. 1
 Amendment No. 2
 Amendment No. 3



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2020 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SE 3rd Street Utility Improvements – Phase 1 ("Project").

JEO Project Number: 200170.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section XIV of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee schedule is outlined in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Standard Hourly Rate Schedule
Exhibit D – City of Ankeny Insurance Requirements for Professional Services
Exhibit E – Project Location Map

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: _____

By: Scott Port

Gary Lorenz
(Print Name)

Scott Port, P.E.
(Print Name)

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: November 19, 2020

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works

JEO Consulting Group, Inc.

220 W 1st Street

1615 SW Main Street, Suite 205

Ankeny, IA 50023

Ankeny, IA 50023-7261

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. Project Description

- A. The overall project of SE 3rd Street Utility Improvements will be split into two phases for design and construction as portions of Phase 1 and Phase 2 will be completed within this agreement. Project limits are referenced as the following within this agreement:
 - i. SE 3rd Street Utility Improvements – Phase 1 ("Phase 1"): From immediately east of the intersection of SE 3rd Street and SE Sharon Drive to the intersection of SE 3rd Street and SE Trilein Drive.
 - ii. SE 3rd Street Utility Improvements – Phase 2 ("Phase 2"): From the east return of US Highway 69/S Ankeny Blvd and SE 3rd Street intersection to immediately east of the intersection of SE 3rd Street and SE Sharon Drive (west end of Phase 1).
- B. The Project includes preliminary design for the reconstruction of SE 3rd Street (27-foot or 31-foot wide urban section – roadway width to be determined during design and consideration from corridor property owners) for Phases 1 and Phase 2 projects and the final design of the Phase 1 project. The preliminary design includes reconstructing the approaches of SE Grant Street and SE Sharon Drive.
- C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.
- D. Installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS Design Standards.
- E. Installing new storm sewer along the north side of SE 3rd Street within the project limits as outlined in the "SE 3rd Street Area Storm Sewer Improvements" Study. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.
- F. Removing the existing 4-inch/6-inch water main along the south side of the project and installing a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop. Temporary water main in order to maintain services to property owners will be included as part of the project.
- G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Sharon Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Sharon Drive intersection. The sanitary sewer from SE Sharon Drive to SE Trilein Drive has been slip lined and is expected to not be disturbed. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and the need for major manhole adjustments in order to accommodate self-leveling castings will be evaluated and designed.
- H. Subdrain will be installed along the project corridor and installed along both (north and south) sides of the roadway. This also includes new storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk.
- I. The Engineer will complete the preliminary design and plans for both Phase 1 and Phase 2 projects and the final design, plans, contract documents, permits, and bidding assistance for Phase 1 of SE 3rd Street Utility Improvements Project. Phase 2 final design as well as Phase 1 and Phase 2 construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

II. Project Administration and Coordination

- A. The Engineer shall prepare and submit monthly invoice statements and progress reports.
- B. The Engineer shall perform Project coordination with the Owner, property owners, and utility companies.
- C. The Engineer shall schedule and attend one (1) meeting with each representative of the City's utilities (water and sanitary sewer) that will be affected.
- D. The Engineer shall perform two (2) Project Team Meeting (PTM) with the Owner during the Preliminary Design Phase (Phase 1 and 2) and two (2) PTM with the Owner during the Final Design Phase of the Phase 1 project.
- E. The Engineer shall perform a total of three (3) utility coordination meetings with the utility company representatives. One (1) meeting shall be during the preliminary design phase (Phase 1 and 2) and two (2) meetings shall be during the Phase 1 final design phase. These meetings are to identify conflicts, review utility relocation plans prepared by the utility companies, and help facilitate a schedule with the Owner and utility companies to perform private utility relocations prior to the Project construction.

III. Topographic Survey and Data Collection

- A. The Engineer has completed this work under separate agreement.

IV. Geotechnical Engineering

- A. Work includes truck mounted drilling equipment, mobilization determining boring locations, determining existing utility locations (Iowa One Call), drilling and sampling of five (5) borings at 25 feet deep and approximately spaced 300 feet apart, and traffic control with signs and cones.
- B. The Engineer will perform laboratory testing, engineering analysis, and written report.
- C. The Owner will coordinate and complete pavement cores and provide the information to the Engineer.

V. Preliminary Design Services

- A. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE 3rd Street from U.S. Highway 69 to SE Trilein Drive (Phases 1 and 2) that include:
 - i. Title Sheet (A-Sheet)
 - ii. Typical Sections (B-Sheets)
 - 1. Existing 50-foot right-of-way.
 - 2. Roadway section is expected to be 27-foot or 31-foot from back of curb to back of curb with 4-foot wide sidewalk (5-foot wide sidewalk through driveways).
 - 3. Pavement thickness will be 8" PCC with a 6" modified subbase.
 - iii. Estimated Quantities and General Notes (C-Sheets)
 - iv. SE 3rd Street Roadway Plan and Profile from U.S. Highway 69/S Ankeny Blvd to SE Trilein Drive (D-Sheets). The plan set will include 31-foot b/b section. If 27-foot b/b section becomes the desired design, the Engineer will revise the plans and design as necessary.
 - v. SE Grant Street and SE Sharon Drive Roadway Plan and Profile (E-Sheets)
 - vi. Project Removals (F-Sheets)
 - vii. Survey Control and Alignment (G-Sheets)
 - viii. Preliminary Traffic Control and Staging – Phase 1 and Phase 2 (J-Sheets).
 - 1. It is expected that SE 3rd Street will be closed to all traffic and a single detour route will be utilized for SE 3rd Street thru traffic.
 - 2. Due to the length of each Phase, it is expected that each Phase will be split into

JEO Consulting Group, Inc.
SCOPE OF SERVICES

two stages.

ix. Storm Sewer Plan and Profile (M-Sheets)

1. It is expected that a new storm sewer system will be installed along the north side of SE 3rd Street within the project limits. The "SE 3rd Street Area Storm Sewer Improvements" Study will be utilized to determine intake locations, pipe sizes and slopes, and pipe connections. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.
2. New storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk and connecting to the proposed longitudinal subdrain that will be placed along both sides of SE 3rd Street.
3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed storm sewer.

x. Sanitary Sewer Plan and Profile (MSA-Sheets)

1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Sharon Drive will be replaced with a 15-inch sanitary sewer.
 - a. A new manhole will replace an existing manhole at the intersection of SE 3rd Street and SE Sharon Drive where an existing manhole has an approximate sewer drop of 5-ft. The new sanitary sewer profile will eliminate the 5-ft drop at the manhole and the new profile west from this location will begin near the flowline of the existing sanitary sewer pipe that runs east.
 - b. A new drop style manhole will be installed east of east return of the US Highway 69/S Ankeny Blvd and SE 3rd Street intersection in which the existing sanitary sewer will connect to the proposed sanitary sewer. Upgrades to the sanitary sewer west of this location and within the US Highway 69/S Ankeny Blvd intersection may take place on a future project.
2. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.

xi. Water Main Plan and Profile (MWM-Sheets)

1. It is expected that the existing 4-inch / 6-inch water main will be removed and replaced with a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop, from U.S. Highway 69 to SE Trilein Drive.
2. The new 8-inch water main will terminate near the east side end of the intersection return of US Highway 69/S Ankeny Blvd and SE 3rd Street. The valve on the west side of S Ankeny Blvd will be removed and the 4" water main will be capped.
3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.
4. A Leaking Underground Storage (LUST) site is located west of the intersection of US Highway 69 and SE 3rd Street (LUST Site# 8LTY74). Therefore, it is expected that the water main within 500-ft of the site will be designed with ductile iron pipe.
5. Temporary water main access for residents and businesses will be designed and

JEO Consulting Group, Inc.
SCOPE OF SERVICES

incorporated within the plans.

xii. Sidewalk Layout (S-Sheets).

1. New curb ramps are expected at:

- a. West ramps at SE Trilein intersection.
- b. All four quadrants and in each direction at SE Sharon Drive.
- c. All four quadrants and in each direction at SE Grant Street.
- d. None at US Highway 69/S Ankeny Blvd.

xiii. Special Detail, if necessary (U-Sheets)

1. May include modified intakes and/or modified manhole(s)

xiv. Preliminary Cross Sections from U.S. Highway 69 to SE Trilein Drive (W-Sheets)

- B. Provide internal QA/QC for the Project.
- C. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
- D. The Engineer will submit a preliminary plan set (including Phase 1 and Phase 2) to the Owner and applicable franchise utilities for review and comment.
- E. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost for the Phase 1 and the Phase 2 projects (2 separate estimates).

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

VI. Project Information Meeting

- A. Prior to beginning the final design phase, the Engineer with the Owner shall conduct one (1) Project Information Meeting for the Project.
- B. The Owner will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. The Owner will provide the meeting facilities.
- C. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict Phase 1 and Phase 2 project details. A 27-foot wide and a 31-foot wide back of curb to back of curb typical section will be presented at the meeting for discussion with property owners with benefits of each option presented. The display will include an aerial display drawing the includes the 31-foot wide back of curb to back of curb typical section with general Phase and Stage break locations.
- D. The Engineer will respond to any property owner questions.

VII. Final Design Services

- A. Upon receipt of preliminary plan review comments from the Owner, the Engineer shall prepare 90% (Check) plans and contract documents for the Phase 1 project.
 - i. Review Preliminary Plan comments from the Owner and internal QA/QC review and incorporate comments into the final design and plans.
 - ii. Elements shown on the plans will include:
 1. Title Sheet (A-Sheet)
 2. Typical Sections and Details (B-Sheets)
 3. Estimated Quantities, Estimate Reference Information, and General Notes (C-Sheets)
 4. SE 3rd Street Roadway Plan and Profile from east of SE Sharon Drive to SE Trilein Drive (D-Sheets)
 5. Project Removals from SE Sharon Drive to SE Trilein Drive (F-Sheets)
 6. Survey Control and Alignment (G-Sheets)

JEO Consulting Group, Inc.
SCOPE OF SERVICES

7. Traffic Control and Staging with Signing (J-Sheets)
 8. Intersection Jointing and Geometric Details (L-Sheets)
 9. Storm Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (M-Sheets)
 10. Water Main Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MWM-Sheets)
 11. Erosion Control Plan Sheets from SE Sharon Drive to SE Trilein Drive. (R-Sheets)
 - a. Including a Storm Water Pollution Prevention Plan (SWPPP) general notes and erosion control plan.
 - b. The Owner will provide the Engineer the SWPPP template.
 12. Sidewalk Layout and Tabulation (S-Sheets)
 13. Special Details, if necessary (U-Sheets)
 14. Final Cross Sections from SE Sharon Drive to SE Trilein Drive (W-Sheets)
- iii. The Engineer shall prepare bid documents that will include the Owner's front-end documents modified to support the Project. The SUDAS Standard Specifications and Owner's Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
 - iv. Provide internal QA/QC of the Project.
 - v. Provide 90% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
 - vi. Furnish a copy of the check plans, specifications, and bid documents of the Project to the Owner for review.
- B. Final 100% Plans and Specifications
- i. Upon receipt of the 90% (Check) plan and specification review and comments by the Owner, the Engineer shall incorporate comments and complete the plans, specifications, and bid documents for the project bid letting of the Phase 1 project.
 - ii. The Engineer will prepare and submit the Water Main permit to the Iowa Department of Natural Resources. The Engineer will pay all permit fees, publication fees, and other associated fees.
 - iii. NPDES Storm Water Permit
 1. The Engineer will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project using the Owner's SWPPP template. The Owner is responsible for implementation during construction.
 2. The Engineer will pay all permit fees, publication fees, and other associated fees.
 3. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.
 - iv. The Engineer will prepare and submit to the Owner an Engineer's Final Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs. The Engineer has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.
- C. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VIII. Bidding Phase Services**A. Bid Documents**

- i. Furnish plans, specifications, and contract documents of the Project to the Owner and prospective bidders via upload to QuestCDN.
- ii. Issue addenda as appropriate to clarify, correct, or change bidding documents.

B. Advertising

- i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

C. Bid Opening

- i. The Project will be let by the Owner and the Engineer will:
 1. Attend bid opening
 2. Confirm as bid prices
 3. Prepare tabulation of construction bids
 4. Prepare Contract and PPM Bond forms
 5. Recommend award of contract to the Owner

Bidding phase is considered complete when the Project is presented to City Council for award and approval.

IX. Construction Services

A. Construction services shall be performed under separate Agreement or Amendment.

X. Deliverables

- A. Preliminary Design Drawings (11" x 17") – Electronic Copy and Five (5) Hard Copies
- B. Engineer's Preliminary Opinion of Probable Construction Cost
- C. Final Construction Drawings (11" x 17") – Electronic Copy and 5 Hard Copies
- D. Front End Documents and Special Provisions – Electronic Copy and 5 Hard Copies
- E. Engineer's Final Opinion of Probable Construction Cost
- F. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

XI. Fee Schedule (Hourly Not to Exceed)

Task	Streets	Storm Sewer	Sanitary Sewer	Water	Total
A. Project Admin. & Coord.	\$6,897.50	\$4,077.50	\$4,077.50	\$4,077.50	\$19,130.00
B. Topo. Survey and Data Collection					Completed
C. Geotech. Eng. (Sub)	--	--	\$7,000.00	---	\$7,000.00
D. Preliminary Design Services	\$26,176.25	\$11,281.25	\$8,086.50	\$9,806.25	\$55,350.00
E. Project Information Meeting	\$875.00	\$875.00	\$875.00	\$875.00	\$3,500.00
F. Final Design Services	\$19,816.70	\$10,241.65	--	\$10,981.65	\$41,040.00
G. Bidding Phase Services	\$1,203.60	\$1,168.20	--	\$1,168.20	\$3,540.00
H. <u>Construction Services</u>					<u>By Amendment</u>
I. Total	\$54,969.05	\$27,643.60	\$20,038.75	\$26,908.60	<u>\$129,560.00</u>

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XII. Timeline

A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

i. Notice to Proceed	December 8, 2020
ii. Preliminary Plan Design	Dec. 8, 2020 – April 19, 2021
iii. Preliminary Plans to Owner for Review (3 weeks)	April 19, 2021
iv. Preliminary Plan Comments to Engineer	May 10, 2021
v. Project Information Meeting	June 15, 2021
vi. Final Plan and Contract Document Design	June 16, 2021 – Sept. 6, 2021
vii. Final Plans and Contract Docs to Owner for Review (3 weeks)	September 6, 2021
viii. Final Plans and Contract Document Comments to Engineer	October 4, 2021
ix. Final Design Completed – Contract Documents to Owner	October 25, 2021
x. Project Bid Letting	November 30, 2021
xi. Contract Award	December 6, 2021
xii. Phase 1 Construction Begins	Approximately April 1, 2022

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner. The Engineer shall not be responsible for delays in the schedule that are beyond the Engineer's control.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XIII. Additional Services Not Included in the Proposal

- A. Phase 2 Final Design and Bidding Services.
- B. Existing pavement cores.
- C. Grant Administration.
- D. Preparation and/or review of environmental studies including wetlands or cultural studies.
- E. Subsurface Utility Exploration and coordination
- F. Acquisition plats, exhibits, and legal descriptions for temporary easement, permanent easements, and fee title acquisitions.
- G. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- H. Construction phase services including construction administration, resident project representation, or construction staking (to be negotiated at a later date).
- I. Record drawings (to be negotiated at a later date).
- J. Material testing services.
- K. Boundary retracement of existing lots to set missing monuments.
- L. Project management and coordination tasks beyond the scheduled project completion period.
- M. Preparation of bidding or contract documents for alternate bid prices.
- N. Other permits not indicated within this scope.
- O. Special meetings and meetings not outlined in the Scope of Services.
- P. Other services not specifically outlined in this Agreement.
- Q. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, condemnation support.

XIV. Owner's Responsibilities

- A. Provide timely plan reviews and the Engineer with all criteria and full information as to requirements for the project.
- B. Perform and provide the Engineer with existing pavement cores along SE 3rd Street.
- C. Televised videos and report of the existing sanitary sewer.
- D. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
- E. Give prompt written notice to Engineer of any hazardous environmental conditions.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
- G. Provide a room/location for the Project Information Meeting.
- H. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
- I. Provide a designated authorized project representative.
- J. Attend meetings, if necessary, with each property owner located along the project corridor.
- K. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
- L. Other permit fees not specifically outlined in this agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~a. Workers' Compensation: Statutory~~

~~b. Employer's Liability~~

~~i. Each Accident: \$500,000~~

~~ii. Disease, Policy Limit: \$500,000~~

~~iii. Disease, Each Employee: \$500,000~~

~~c. General Liability~~

~~i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~d. Auto Liability~~

~~i. Combined Single: \$1,000,000~~

~~e. Excess or Umbrella Liability~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~f. Professional Liability:~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



JANUARY 1, 2020

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$150.00	-	\$280.00
Project Engineers/Architects:	\$125.00	-	\$225.00
Project Engineers (E.I.):	\$105.00	-	\$125.00
Designer:	\$155.00	-	\$185.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$155.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$190.00	-	\$285.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit D

A) COMMERCIAL GENERAL LIABILITY

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

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

B) AUTOMOBILE LIABILITY

\$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY

\$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

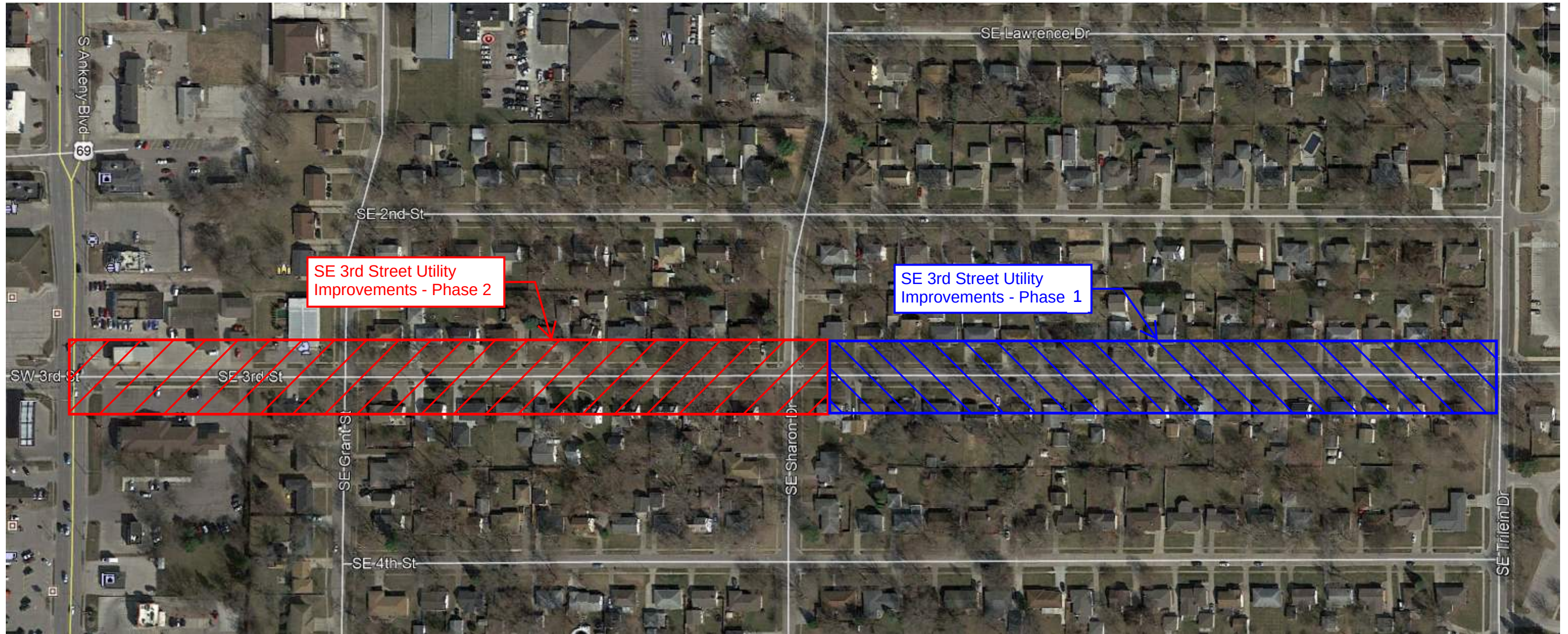
\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

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

Exhibit E - Project Location Map



This is **EXHIBIT F**, consisting of 3 pages,
referred to in and part of the **Agreement**
between Owner and Engineer for Professional
Services dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: June 7, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

- X Additional Services to be performed by Engineer
- X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with Sanitary Sewer Design services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

- G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Trilein Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Trilein Drive intersection with a replacement manhole just West of the intersection. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and evaluated for possible major manhole adjustment design to accommodate self-leveling castings. The proposed sanitary sewer will also be tied into the existing sanitary sewer that runs along the centerline of SE Sharon Drive. Sanitary sewer service stubs will be designed and included for each property along the corridor that has an existing sanitary sewer service stub. All proposed sanitary sewer is expected to be 15-inch, but will match existing sanitary sewer capacity, as indicated by City of Ankeny.

Exhibit A – Scope of Service, Section V, Preliminary Design Services

Replace the following subsection to read:

- x. Sanitary Sewer Plan and Profile (MSA-Sheets)
 - 1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Trilein Drive will be replaced with a 15-inch sanitary sewer size to match the existing capacity.

Exhibit A – Scope of Service, Section VII, Final Design Services

Add the following subsection to Section A.ii.:

- 15. Sanitary Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MSA-Sheets)

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Original Agreement</i>	<i>Amendment #1</i>	<i>Total</i>
A. Project Administration and Coordination	\$19,130.00	\$1,345.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$55,350.00	\$6,740.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$41,040.00	\$3,800.00	\$ 44,840.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services			By Amendment
Total	\$129,560.00	\$11,885.00	\$141,445.00

Exhibit A – Scope of Service, Section XII, Timeline

Replace the following subsection to read:

- A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.
 - i. Notice to Proceed 12/08/2020
 - ii. Preliminary Plan Design 12/08/2020 - 05/28/2021
 - iii. Preliminary Plans to Owner for Review 05/28/2021
 - iv. Preliminary Plan Comments to Engineer 06/21/2021
 - v. Project Information Meeting 07/20/2021
 - vi. Final Plan and Contract Document Design 06/21/2021 - 09/13/2021
 - vii. Final Plans and Cont. Docs to Owner for Review 09/13/2021
 - viii. Final Plans and Contract Doc Comments to Engineer 10/11/2021
 - ix. Final Design Completed - Contract Docs to Owner 11/08/2021
 - x. Project Bid Letting 12/14/2021
 - xi. Contract Award 12/20/2021
 - xii. Phase 1 Construction Begins Approximately 04/01/2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, Iowa

By: 

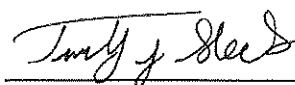
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Name: ~~Gary Lorenz~~ Mark Holm

Title: Mayor Pro-tem

Date Signed: 6.7.21

ENGINEER: JEO Consulting Group, Inc.

By: 

Print

Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 05-14-2021

This is **EXHIBIT G**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: March 7, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with the design of ADA compatible sidewalk ramps on the East side of SE 3rd Street and SE Trilein Drive intersection, and construction services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

- C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street, including the design of ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.

Exhibit A – Scope of Service, Section VII, Final Design Services

Replace the following subsection to read:

A.ii.12. Sidewalk Layout and Tabulation (S-sheets)

- 1. Include ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection.

Exhibit A – Scope of Services, Section IX, Construction Services

Replace the text to read:

A. Construction Administration

- i. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies.
- ii. The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the project scope and intent, details of construction, contract requirements, and project schedule prior to construction.
- iii. The Engineer shall review shop drawings and other applicable submissions from the Contractor for compliance with the construction contract. Provide reviewed shop drawings to owner and contractor. Provide a shop drawing log to the owner.
- iv. The engineer shall review requests for information/clarifications on design and materials.
- v. The Engineer shall conduct on-site bi-weekly construction meetings with the Contractor.
- vi. The Engineer shall review, make recommendations, and prepare change orders.
- vii. The Engineer shall prepare partial payment applications, change orders and make recommendations to the Owner for their acceptance.
- viii. The Engineer shall review the project to determine completion in substantial conformance with the contract documents and recommend acceptance to owner.
- ix. The Engineer shall provide a certificate of completion for the project using the Owners template.

B. Construction Staking (Requires 48-hour notice)

- i. The Engineer shall provide all construction staking for the Project. The Construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
- ii. Detail staking to be provided
 - i. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).
 - ii. Existing pavement removals and construction limits (100' intervals and points of deflection).
 - iii. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
 - iv. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
 - v. Sanitary sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim elevations).
 - vi. Hydrant locations, water main pipe, water critical crossings, structures and adjustments (Centerline pipe, top of pipe elevations, hydrant structure offsets).
 - vii. Roadway pavement pave-thrus and intersection back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
 - viii. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
 - ix. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height). Set stakes for locations of sidewalk curbs.
 - x. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning

- space/level operating locations, corner offsets with elevations).
- xi. Roadway lighting (Center of pole locations) for relocation of wood poles back into existing ROW post-construction.
- xii. Pole locations for reinstallation of street signs.

C. Resident Project Representation

- i. The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observations will be performed full time, approximately 7 hours per day, for most construction tasks unless otherwise noted herein.
- ii. The Resident Project Representative shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.
- iii. The Resident Project Representative will review the Contractor's work for general compliance with the plans and specifications.
- iv. The Resident Project Representative shall verify materials delivered to the site by the Contractor are in accordance with the plans and specifications. Resident Project Representative reserves the right to reject any inappropriate or damaged materials. Resident Project Representative shall verify inappropriate or damaged materials are not incorporated into Project.
- v. The Resident Project Representative shall immediately notify Engineer and Owner if they observe or have reason to believe the Contractor's construction methods or materials used do not meet the specifications. This may include the RPR, Engineer, or Owner directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- vi. The Resident Project Representative shall observe proof rolls and spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The Resident Project Representative shall observe moisture and density tests.
- vii. The Resident Project Representative shall observe traffic control operations to ensure general compliance with the Contract Documents.
- viii. The Resident Project Representative shall prepare a weekly report of working days using the Owners template.
- ix. The Resident Project Representative shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- x. The Resident Project Representative shall provide full-time observation for the construction of sanitary sewer and service construction, including observation of trench compaction, manhole pressure testing, review of televising, and spot-checking line and grade.
- xi. The Resident Project Representative shall provide full-time observation for the construction of storm sewer and footing drain installation including periodic spot checks of line and grade, and observe trench compaction testing. the Resident Project Representative will review televising videos of the storm sewer and footing drain and will provide a list of observed deficiencies.
- xii. The Resident Project Representative shall provide full-time observation for the construction of temporary and permanent water main and service construction, including

observing trench compaction, spot check line and grade, bacterial testing and pressure testing.

- xiii. The Resident Project Representative shall be on-site full-time during roadway and sidewalk paving operations. The Resident Project Representative shall observe onsite plastic concrete testing operations and collect results. The result shall be provided to the Engineer and the Owner.
- xiv. The Resident Project Representative shall observe painted pavement markings installation.
- xv. The Resident Project Representative shall observe sawing and sealing of joints, where applicable.
- xvi. The Resident Project Representative shall periodically observe all surface restoration.

D. Monument Preservation

- i. The Engineer shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office. Assumes restoration of one monument.

E. Post-Construction Services

- i. The Resident Project Representative shall perform a project walkthrough with the Owner and Contractor and review the project to determine if it has been completed in substantial conformance with the plans, specifications, and other contract documents and recommend acceptance to the Owner.
- ii. The Resident Project Representative shall assist the Owner in developing a final punch list and verify completion of items for acceptance.
- iii. The Resident Project Representative shall prepare and furnish as-built record drawings and XYZ data files of the Project in accordance with the Client's Post-Construction Submittal Requirements. The as-built drawings shall include storm, sanitary, and water main above ground structure location data and underground utility location data from construction phase, including XYZ locations of water main fittings, bends. The Resident Project Representative shall complete Owner's ADA Sidewalk Certification forms.
- iv. The Resident Project Representative shall provide copies of field sketches, logs, etc. to Owner.

Exhibit A – Scope of Service, Section X, Deliverables

Add text to read:

- G. ADA Sidewalk Certification Forms using Owners template
- H. Televising videos, reports
- I. Material submittals and log
- J. Testing reports and documents
- K. Weekly working day reports
- L. Field sketches and observation log book(s)
- M. Record drawing submittals per Owner's submittal requirements

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #1 Total</i>	<i>Amendment #2</i>	<i>Total</i>
A. Project Administration and Coordination	\$20,475.00	\$ 0.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$62,090.00	\$ 0.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$44,840.00	\$2,620.00	\$ 47,460.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services	\$ 0.00	\$163,500.00	\$163,500.00
Total	\$141,445.00	\$166,120.00	\$307,565.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**ENGINEER: **JEO Consulting Group, Inc.**

By: _____

Print

Name: _____

Title: Mayor

Date Signed: _____

By:  _____

Print

Name: Rob Haaland, PETitle: Project ManagerDate Signed: 02/25/2022

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: February 20, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

 X Additional Services to be performed by Engineer

 X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional work completed during the Construction Administration and Resident Project Representation tasks, and additional Resident Project Representation due to additional working days added via Change Order. An itemized breakdown is shown below. Additionally, JEO Consulting Group has agreed to cover 50% of the price listed for Item #12.07 on Change Order No. 3, therefore, the total dollar amount included on this Amendment will be reduced by the agreed cost share amount.

- | | |
|--|--------------|
| 1) Preconstruction Coordination with MidAmerican: | \$9,720.00 |
| 2) Additional Shop Drawing Reviews: | \$4,175.00 |
| 3) Additional Inspection required prior to 11/04/2022: | \$6,415.00 |
| 4) Additional Working Days from Change Orders: | \$6,145.00 |
| 5) Cost Share for Item #12.07 on Change Order No. 3: | (\$9,990.00) |

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section IX, Construction Services

Add the following Subsections:

A. Construction Administration

- x. Pre-Construction coordination with MidAmerican Energy for utility relocations.

C. Resident Project Representation

- xvii. Provide Resident Project Representation for 6.5 additional Working Days added via Change Orders.

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

<i>Item</i>	<i>Amendment #2 Total</i>	<i>Amendment #3</i>	<i>Total</i>
A. Project Administration and Coordination	\$ 20,475.00	\$ 0.00	\$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	\$ 7,000.00	\$ 0.00	\$ 7,000.00
D. Preliminary Design Services	\$ 62,090.00	\$ 0.00	\$ 62,090.00
E. Project Information Meeting	\$ 3,500.00	\$ 0.00	\$ 3,500.00
F. Final Design Services	\$ 47,460.00	\$ 0.00	\$ 47,460.00
G. Bidding Phase Services	\$ 3,540.00	\$ 0.00	\$ 3,540.00
H. Construction Services	\$163,500.00	\$16,465.00	\$179,965.00
Total	\$307,565.00	\$16,465.00	\$324,030.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, Iowa

ENGINEER: JEO Consulting Group, Inc.

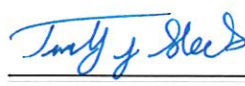
By: _____

Print

Name: _____

Title: _____

Date Signed: _____

By:  _____

Print

Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: ~~01/27/2022~~ 2023



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider a motion to approve Amendment No. 10 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.

EXECUTIVE SUMMARY:
The proposed amendment to the Professional Services Agreement is necessary for the architect, Shive-Hattery, to complete additional construction administration and close out work for the Albaugh Family Senior Community Center project.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Contract Amendment No. 10

**AIA**[®]**Document G802™ – 2017*****Amendment to the Professional Services Agreement*****PROJECT:** *(name and address)*
Ankeny - Senior Community Center**AGREEMENT INFORMATION:**
Date: October 28, 2019**AMENDMENT INFORMATION:**
Amendment Number: 10250 NW Ash Drive
Ankeny, IA 50023

Date: January 15, 2023

OWNER: *(name and address)*
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023**ARCHITECT:** *(name and address)*
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

The Owner and Architect amend the Agreement as follows:

Requesting Contract Time Extension for the Additional Construction Administration Services Scope of Work:

1.0 Basic Contract AIA-B101, Article 1.1.4 states Construction Administration is estimated to be 14-16 Months for Construction: Bids were received on June 9, 2020 therefore; October 9, 2021 is the 16-month date for completion of the construction period which has expired. Amendment #09 was executed for additional CA-services and has since expired. We have continued to perform CA services to assist the Owner/Contractor to achieve project completion. The contractor has failed to complete the project to date. Since the project is not complete and the completion has been delayed by the contractor, we are requesting a contract time extension for additional CA-Services beginning on January 15, 2023 for the following Scope of Work:

- 1.1 Perform additional Site Observations.
- 1.2 Generate additional change requests and contract modifications from Owner/Contractor.
- 1.3 Respond to additional Requests for Information.
- 1.4 Review completion of the Substantial Completion punch list.
- 1.5 Review and process closeout documentation.
- 1.6 Final review of project completion.
- 1.7 Processing Final Pay Applications.
- 1.8 Project Closeout.

ADD Hourly Fee: \$10,000 Plus Expenses

Reference Exhibit-A: July - 2023 STANDARD HOURLY FEE SCHEDULE (For Staffing Levels & Expenses)

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Basic Agreement: AIA B101:	\$ 567,000
Add Services: MEP Commissioning:	\$ 19,000
Amendment-01: Geothermal Well Relocation:	\$ 24,000
Amendment-02: Storm Water and Parking Lot:	\$ 16,400
Amendment-03: BECx Commissioning:	\$ 28,900
Amendment-04: FF&E:	\$ 19,900
Amendment-05: Parking Lot Replacement:	\$ 20,000
Amendment-06: Parking Lot Observations:	\$ 10,500
Amendment-07: Partial Scope Changes:	\$ 5,000
Amendment 08: Add CA-Services:	\$ 15,000
Amendment 09: Add CA-Services:	\$ 10,000

Total: Agreement Fee To Date: \$ 750,700

Amendment 10: Add CA-Services: \$ 10,000
Total Fee: \$ 760,700

Schedule Adjustment:

Contract Terminates on April 1, 2023

SIGNATURES:

Shive-Hattery, Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Ronald L. Hinds, Project
Manager

PRINTED NAME AND TITLE

January 15, 2023

DATE

City of Ankeny, Iowa

OWNER *(Firm name)*

SIGNATURE

Mark Holm, Mayor

PRINTED NAME AND TITLE

February 20, 2023

DATE



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$26,667.80 to Absolute Concrete Construction, Inc. for construction 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 #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Utility Improvements - Phase 1
Contractor: Absolute Concrete Construction, Inc.
Address: 505 1st Avenue Slater, IA 50248
Finance Budget Code: 48% 658.3658.4452
52% 695.3695.4453
Finance Project # 48% 658.4452
52% 695.4453
Vendor Project or Invoice #: N/A
PO # N/A
Original Contract Date: January 18, 2022
Vendor # 4997

Date of Council Meeting: February 20, 2023
PAYMENT REQUEST # 9
PAYMENT PERIOD: From: December 25, 2022 Through: February 19, 2023
2-07-2023

Contract Summary

Original Contract Amount: \$ 1,816,990.10
Net change by Change Orders: \$ 59,569.05
Contract Amount to Date: (line 1 ± 2) \$ 1,876,559.15

Total completed and stored to date: \$ 803,201.33
Retainage: 5 % of Completed Work: \$ 40,160.07
Total Earned less Retainage: \$ 763,041.26
Less previous applications for payment: \$ 736,373.46
SUBTOTAL \$ 26,667.80

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,667.80

Balance to finish, including retainage: \$ 1,113,517.89

Contract Time Remaining (If applicable) 28.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.
Signature: [Signature] Firm Name: Absolute Concrete Construction, Inc. Date: 02.08.23

Engineer / Consultant Approval: JEO Consulting Group
Signature: [Signature] Firm Name: JEO Consulting Group Date: 2/9/2023

City of Ankeny Staff Approval:
Signature: Becky Ford Date: 2/10/2023

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov **Phone:** (515) 963-3526 **Fax:** (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.02	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -	0.00	0.00	\$ -	316.00	0.00%
2.03	EXCAVATION, CLASS 10	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	250.00	\$ 6,250.00	342.00	42.23%
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -	2144.00	2,144.00	\$ 8,576.00	3,412.00	34.59%
2.05	SUBGRADE TREATMENT, GEOTRID, TRIANGULAR	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -	246.00	246.00	\$ 1,476.00	1,143.00	17.71%
2.06	SUBBASE, MODIFIED	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00		\$ -	2144.00	2,144.00	\$ 25,728.00	3,412.00	38.59%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.33	0.33	\$ 1,650.00	0.67	33.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.30	0.30	\$ 1,500.00	0.70	30.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRANTY MAN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104.00		104.00	\$57.00	\$ 5,928.00		\$ -	44.00	44.00	\$ 2,508.00	60.00	42.31%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00		\$ -	439.00	439.00	\$ 46,534.00	810.00	35.15%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	24.00	\$ 5,828.40	(6.00)	133.33%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	464.00	464.00	\$ 13,920.00	791.00	36.97%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -	1.00	1.00	\$ 550.00	2.00	33.33%
4.08	REMOVAL OF STORM SEWER, RCP DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00		99.00	\$15.00	\$ 1,485.00		\$ -	40.00	40.00	\$ 600.00	59.00	40.40%
4.09	FOOTING DRAIN COLLECTORS/SUBDRAN, CORRUGATED PVC, 8 IN. DIA	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	850.00	850.00	\$ 22,950.00	1,549.00	35.43%
4.10	TEMPORARY SUBDRAN CAP	EA	2.00		2.00	\$80.00	\$ 120.00		\$ -	1.00	1.00	\$ 60.00	1.00	50.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -	6.00	6.00	\$ 1,080.00	8.00	42.86%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -	10.00	10.00	\$ 6,250.00	26.00	27.78%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -	420.00	420.00	\$ 16,800.00	833.00	33.52%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -	1.00	1.00	\$ 475.00	0.00	100.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.04	FITTING, UNION, 8" X 8"	EA	1.00		1.00	\$776.00	\$ 776.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -	0.00	0.00	\$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	6.00	6.00	\$ 5,490.00	12.00	33.33%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	6.00	6.00	\$ 5,490.00	12.00	33.33%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00		\$ -	450.00	450.00	\$ 10,125.00	806.00	28.90%
5.10	WATER MAIN, TEMPORARY, PEK, 2IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	852.00	852.00	\$ 13,632.00	2,096.00	28.90%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00		\$ -	2.00	2.00	\$ 3,450.00	3.00	40.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -	0.50	0.50	\$ 2,150.00	2.50	16.67%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	2.00	\$ 500.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-301, 48"	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -	1.00	1.00	\$ 9,800.00	2.00	33.33%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-403, MODIFIED, 5'3" X 7'7.5"	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7'7.5"	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	1.00	\$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00		\$ -	2.00	2.00	\$ 10,540.00	2.00	50.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00		\$ -	2.00	2.00	\$ 29,100.00	2.00	50.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	4.00	4.00	\$ 1,000.00	0.00	100.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00		\$ -	2032.00	2,032.00	\$ 162,560.00	2,645.00	43.45%
7.02	PAVEMENT, HMA 3 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	0.00	0.00	\$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00		\$ -	839.90	839.90	\$ 12,598.50	1,213.10	40.91%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00		\$ -	412.60	412.60	\$ 20,630.00	547.40	42.98%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -	53.50	53.50	\$ 8,827.50	(0.50)	100.94%
7.06	DETECTABLE WARNING, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	96.00	96.00	\$ 4,800.00	(9.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -	373.00	373.00	\$ 27,975.00	577.00	39.26%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00		\$ -	1647.00	1,647.00	\$ 19,764.00	2,214.00	42.66%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	0.43	0.43	\$ 4,300.00	0.57	43.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
6	November 21, 2022	\$ 62,994.02
7	December 19, 2022	\$ 170,950.60
8	January 16, 2023	\$ 85,369.85
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 736,373.46

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
3	February 6, 2023	\$ 27,281.37
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CHANGE ORDER TOTAL = \$ 59,569.05

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	N/A

Full Completion

Contract Working Days:	160.0
Added by Change Order:	6.5
Total Working Days:	166.5
Working Days Used to Date:	138.5
Working Days Remaining:	28.0



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$136,937.94 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening 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 #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave HMA Widening
Contractor: Grimes Asphalt and Paving Corporation
Address: 5550 NE 22nd Street, Des Moines, IA 50313
Finance Budget Code: 993.3993.4451 Finance Project #: 993.4451
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: March 7, 2022 Vendor #: 252

Date of Council Meeting: February 20, 2023 PAYMENT REQUEST #: 4
PAYMENT PERIOD: From: December 4, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	\$	915,737.43	
Net change by Change Orders:	\$	51,561.24	
Contract Amount to Date: (line 1 ± 2)	\$	967,298.67	
Total completed and stored to date:	\$	840,847.82	
Retainage: 5 % of Completed Work:	\$	42,042.39	
Total Earned less Retainage:	\$	798,805.43	
Less previous applications for payment:	\$	661,867.48	
SUBTOTAL	\$	136,937.95	4

OTHER CHARGES (Attach an Itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 136,937.95 4

Balance to finish, including retainage: \$ 168,493.24

Contract Time Remaining (If applicable) 18.00 Working Days

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

Construction Contractor Approval: Grimes Asphalt and Paving Corporation

Signature: [Signature] Firm Name

Date: 2-9-23

Engineer / Consultant Approval:

JEO Consulting Group

Signature: [Signature] Firm Name

Date: 2/9/2023

City of Ankeny Staff Approval:

Signature: [Signature]

Date: 2/10/2023

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@Ankenylowa.gov

Phone: (515) 963-3536

Fax: (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 17, 2022	\$ 111,456.86
2	November 21, 2022	\$ 286,943.97
3	December 19, 2022	\$ 263,466.71
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 661,867.46

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	\$ 18,287.50
2	February 20, 2023	\$ 33,273.74
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CHANGE ORDER TOTAL = \$ 51,561.24

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	September 6, 2022

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:	80.0
Added by Change Order:	
Total Working Days:	80.0
Working Days Used to Date:	62.0
Working Days Remaining:	18.0

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGED BY CHANGE ORDER	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	ACRE	0.04		0.04	\$34,125.00	\$ 1,365.00		\$ -	0.04	0.04	\$ 1,365.00	0.00	100.00%
2	CLEARING AND GRUBBING	UNIT	3		3.00	\$455.00	\$ 1,365.00	1.00	\$ 455.00	3.00	0.00	\$ -	0.00	100.00%
3	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	1863		1,863.00	\$16.00	\$ 29,808.00		\$ -	1863.00	1,863.00	\$ 29,808.00	0.00	100.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1807		1,807.00	\$10.50	\$ 18,973.50		\$ -	900.00	900.00	\$ 9,450.00	907.00	49.81%
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2020		2,020.00	\$13.00	\$ 26,260.00		\$ -	2020.00	2,020.00	\$ 26,260.00	0.00	100.00%
6	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1807		1,807.00	\$10.50	\$ 18,973.50		\$ -	900.00	900.00	\$ 9,450.00	907.00	49.81%
7	MODIFIED SUBBASE	CY	849.2		849.20	\$73.50	\$ 62,416.20		\$ -	849.20	849.20	\$ 62,416.20	0.00	100.00%
8	GRANULAR SHOULDERS, TYPE B	TON	527		527.00	\$46.50	\$ 24,505.50	425.18	\$ 19,770.87	0.00	425.18	\$ 19,770.87	101.82	80.68%
9	SHOULDER FINISHING, EARTH	STA	3.6		3.60	\$945.00	\$ 3,402.00	3.60	\$ 3,402.00	0.00	3.60	\$ 3,402.00	0.00	100.00%
10	EXCAVATION, CLASS 13, FOR WIDENING	CY	53		53.00	\$22.25	\$ 1,179.25		\$ -	53.00	53.00	\$ 1,179.25	0.00	100.00%
11	REMOVAL OF CURB	STA	3.6		3.60	\$1,470.00	\$ 5,292.00		\$ -	3.60	3.60	\$ 5,292.00	0.00	100.00%
12	PAVEMENT SCRIFICATION	SY	4895		4,865.00	\$3.00	\$ 14,595.00		\$ -	4865.00	4,865.00	\$ 14,595.00	0.00	100.00%
13	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1		1.00	\$2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
14	HOT MIX ASPHALT, HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	TON	1563.5		1,563.50	\$45.00	\$ 70,357.50	88.83	\$ 3,997.35	1405.88	1,405.88	\$ 67,282.40	68.78	95.60%
15	HOT MIX ASPHALT, HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	863.7		863.70	\$45.00	\$ 38,866.50	48.45	\$ 2,180.25	954.00	954.00	\$ 45,110.25	138.79	11.08%
16	HOT MIX ASPHALT, HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQ	TON	896		896.00	\$45.00	\$ 40,320.00	48.45	\$ 2,180.25	954.00	954.00	\$ 45,110.25	138.79	11.08%
17	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	TON	199.3		199.30	\$663.40	\$ 132,215.62	101.20	\$ 67,136.08	67.79	168.99	\$ 112,107.97	30.31	84.79%
18	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	18		18.00	\$88.00	\$ 1,644.00		\$ -	18.00	18.00	\$ 1,644.00	0.00	100.00%
19	APRONS, CONCRETE, 24 IN. DIA.	EACH	8		8.00	\$3,412.50	\$ 27,300.00		\$ -	8.00	8.00	\$ 27,300.00	0.00	100.00%
20	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EACH	2		2.00	\$3,675.00	\$ 7,350.00		\$ -	2.00	2.00	\$ 7,350.00	0.00	100.00%
21	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQ. DIAMETER 24 IN.	LF	42		42.00	\$136.50	\$ 5,733.00		\$ -	42.00	42.00	\$ 5,733.00	0.00	100.00%
22	MANHOLE, STORM SEWER, SW-406	EACH	1		1.00	\$8,300.00	\$ 8,300.00		\$ -	1.00	1.00	\$ 8,300.00	0.00	100.00%
23	INTAKE, SW-501	EACH	1		1.00	\$4,200.00	\$ 4,200.00		\$ -	1.00	1.00	\$ 4,200.00	0.00	100.00%
24	INTAKE, SW-512, 30 IN.	EACH	2		2.00	\$3,150.00	\$ 6,300.00		\$ -	2.00	2.00	\$ 6,300.00	0.00	100.00%
25	MANHOLE ADJUSTMENT, MINOR	EACH	1		1.00	\$1,995.00	\$ 1,995.00		\$ -	1.00	1.00	\$ 1,995.00	0.00	100.00%
26	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	2945		2,945.00	\$25.25	\$ 74,361.25		\$ -	2945.00	2,945.00	\$ 74,361.25	0.00	100.00%
27	SUBDRAIN OUTLET, DR-303	EACH	1		1.00	\$525.00	\$ 525.00		\$ -	1.00	1.00	\$ 525.00	0.00	100.00%
28	SUBDRAIN OUTLET, DR-305	EACH	15		15.00	\$577.50	\$ 8,662.50		\$ -	8.00	8.00	\$ 4,620.00	7.00	53.33%
29	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	258		258.00	\$94.50	\$ 24,381.00		\$ -	258.00	258.00	\$ 24,381.00	0.00	100.00%
30	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	6		6.00	\$210.00	\$ 1,260.00		\$ -	6.00	6.00	\$ 1,260.00	0.00	100.00%
31	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	361		361.00	\$21.00	\$ 7,581.00		\$ -	242.00	242.00	\$ 5,082.00	119.00	67.04%
32	ENGINEERING FABRIC	SY	127		127.00	\$5.25	\$ 666.75	77.00	\$ 404.25	0.00	77.00	\$ 404.25	50.00	60.63%
33	EROSION STONE	TON	90		90.00	\$63.00	\$ 5,670.00	40.00	\$ 2,520.00	0.00	40.00	\$ 2,520.00	50.00	44.44%
34	REMOVAL OF PAVEMENT	SY	688.5		688.50	\$11.00	\$ 7,573.50		\$ -	688.50	688.50	\$ 7,573.50	0.00	100.00%
35	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	1		1.00	\$1,050.00	\$ 1,050.00		\$ -	1.00	1.00	\$ 1,050.00	0.00	100.00%
36	REMOVAL OF SIDEWALK	SY	64.7		64.70	\$26.25	\$ 1,698.38		\$ -	64.70	64.70	\$ 1,698.38	0.00	100.00%
37	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	293.0		293.00	\$66.00	\$ 19,428.80		\$ -	0.00	0.00	\$ -	293.00	0.00%
38	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	52.1		52.10	\$120.00	\$ 6,252.00		\$ -	0.00	0.00	\$ -	52.10	0.00%
39	DETECTABLE WARNINGS	SF	64		64.00	\$64.00	\$ 4,096.00		\$ -	0.00	0.00	\$ -	64.00	0.00%
40	DRIVEWAY P.C. CONCRETE, 8 IN.	SY	508.2		508.20	\$78.00	\$ 39,639.60		\$ -	508.20	508.20	\$ 39,639.60	0.00	100.00%
41	REMOVAL OF PAVED DRIVEWAY	SY	680.5		680.50	\$11.00	\$ 7,485.50		\$ -	680.50	680.50	\$ 7,485.50	0.00	100.00%
42	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	3		3.00	\$211.00	\$ 633.00	3.00	\$ 633.00	0.00	0.00	\$ -	112.00	133.33%
43	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	112		112.00	\$16.00	\$ 1,792.00		\$ -	0.00	0.00	\$ -	112.00	0.00%
44	TYPE A SIGNS, SHEET ALUMINUM	SF	34		34.00	\$92.00	\$ 3,128.00		\$ -	0.00	0.00	\$ -	34.00	0.00%
45	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	56.32		56.32	\$74.75	\$ 4,209.92	56.32	\$ 4,209.92	0.00	56.32	\$ 4,209.92	0.00	100.00%
46	PAINTED PAVEMENT MARKINGS, DURABLE	STA	60.93		60.93	\$95.00	\$ 5,788.35		\$ -	0.00	0.00	\$ -	60.93	0.00%
47	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	6		6.00	\$158.00	\$ 948.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
48	PAVEMENT MARKINGS REMOVED	STA	53.02		53.02	\$42.00	\$ 2,226.84		\$ -	0.00	0.00	\$ -	53.02	0.00%
49	GROOVES CUT FOR PAVEMENT MARKINGS	STA	49.91		49.91	\$37.00	\$ 1,846.67		\$ -	0.00	0.00	\$ -	49.91	0.00%
50	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	6		6.00	\$105.00	\$ 630.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
51	TRAFFIC CONTROL	EACH	3		3.00	\$1,575.00	\$ 4,725.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
52	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20		20.00	\$9,900.00	\$ 1,980.00	0.25	\$ 2,475.00	0.75	1.00	\$ 9,900.00	0.00	100.00%
53	MOBILIZATION	LS	1		1.00	\$54,550.00	\$ 54,550.00		\$ -	20.00	20.00	\$ 3,160.00	0.00	100.00%
54	TRENCH COMPACTION, TESTING	LS	1		1.00	\$3,700.00	\$ 3,700.00		\$ -	0.25	0.25	\$ 925.00	0.75	25.00%
55	VALVE BOX ADJUSTMENT, MINOR	EACH	1		1.00	\$315.00	\$ 315.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
56	FIRE HYDRANT ADJUSTMENT	EACH	3		3.00	\$1,575.00	\$ 4,725.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
57	TEMPORARY ACCESS DRIVE	LS	1		1.00	\$14,700.00	\$ 14,700.00		\$ -	1.00	1.00	\$ 14,700.00	0.00	100.00%
58	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	SY	392.6		392.60	\$75.00	\$ 29,445.00		\$ -	392.60	392.60	\$ 29,445.00	0.00	100.00%
59	MULCHING, BONDED FIBER MATRIX	ACRE	3.2		3.20	\$2,950.00	\$ 9,440.00	1.60	\$ 4,720.00	0.00	1.60	\$ 4,720.00	1.60	50.00%
60	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6		1.60	\$1,100.00	\$ 1,760.00		\$ -	0.00	0.00	\$ -	1.60	0.00%
61	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	1.6		1.60	\$158.00	\$ 252.80		\$ -	0.00	0.00	\$ -	1.60	0.00%
62	SILT FENCE	LF	1580		1,580.00	\$2.00	\$ 3,160.00		\$ -	0.00	0.00	\$ -	1,580.00	0.00%
63	SILT FENCE FOR DITCH CHECKS	LF	400		400.00	\$2.00	\$ 800.00		\$ -	200.00	200.00	\$ 400.00	200.00	50.00%
64	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1980		1,980.00	\$0.10	\$ 198.00		\$ -	0.00	0.00	\$ -	1,980.00	0.00%
65	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	60		60.00	\$3.00	\$ 180.00		\$ -	0.00	0.00	\$ -	60.00	0.00%
66	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	60		60.00	\$0.50	\$ 30.00		\$ -	0.00	0.00	\$ -	60.00	0.00%
67	GRATE INTAKE SEDIMENT FILTER BAG	EACH	1		1.00	\$211.00	\$ 211.00		\$ -	1.00	1.00	\$ 211.00	0.00	100.00%
68	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	2		2.00	\$37.00	\$ 74.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
69	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1		1.00	\$30.00	\$ 30.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
70	SUBGRADE REPLACEMENT (CHANGE ORDER 1)	LS	1		1.00	\$18,287.50	\$ 18,287.50		\$ -	1.00	1.00	\$ 18,287.50	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

71	EXCAVATION, CLASS 10 WASTE (CHANGE ORDER 2)	CY		11	11.00	\$27.50	\$	302.50	11.00	\$	302.50	0.00	11.00	\$	302.50	0.00	100.00%
72	REVIEWMENT, CLASS E (CHANGE ORDER 2)	TON	106.76	106.76	106.76	\$99.00	\$	10,569.24	106.76	\$	10,569.24	0.00	106.76	\$	10,569.24	0.00	100.00%
73	MOBILIZATION FOR EROSION WORK (CHANGE ORDER 2)	LS	1	1.00	1.00	\$902.00	\$	902.00	1.00	\$	902.00	0.00	1.00	\$	902.00	0.00	100.00%
74	FIRE HYDRANT REPLACEMENT (CHANGE ORDER 2)	LS	1	1.00	1.00	\$21,500.00	\$	21,500.00	1.00	\$	-	0.00	0.00	\$	-	1.00	0.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK																	
CONTRACT = \$ 967,298.67 PAY PERIOD = \$ 125,857.71 COMPLETED = \$ 840,847.82 86.93%																	



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #8 in the amount of \$18,480.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Elevated Storage Tank
Contractor: HDR Engineering, Inc.
Address: 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823
Finance Budget Code: 611.3611.4210 **Finance Project #** 611.4210
Vendor Project or Invoice #: 10345779 **PO #**
Original Contract Date: June 6, 2022 **Vendor #** 3452

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: January 1, 2023 Through: January 28, 2023

Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	462,000.00	
Total completed and stored to date:	\$	404,250.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	404,250.00	
Less previous applications for payment:	\$	385,770.00	
SUBTOTAL	\$		18,480.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,480.00

Balance to finish, including retainage: \$ 57,750.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: HDR Engineering, Inc.

Digitally signed by Don Baker
Location: Ames, Iowa
Contact Info: 515.280.4973
Date: 2023.02.02 15:44:50 -0500

Signature Date

City of Ankeny Staff Approval:

Signature Date 2/7/23

Submit to: Don Clark, P.E.
E-mail: DClark@Ankenylowa.gov Phone: (515)963-3529 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	\$ 23,100.00
2	August 4, 2022	\$ 23,100.00
3	September 1, 2022	\$ 55,440.00
4	September 28, 2022	\$ 73,920.00
5	October 25, 2022	\$ 46,200.00
6	November 30, 2022	\$ 101,640.00
7	January 11, 2023	\$ 62,370.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 385,770.00

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Invoice

HDR Engineering, Inc.
Omaha, NE 68106
Phone: (402) 399-1000

City of Ankeny
Don Clark, P.E.
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Reference Invoice Number with Payment

HDR Invoice No. 1200498236
Invoice Date 7-Feb-2023
Invoice Amount Due \$18,480.00
Payment Terms Net 30

Remit to PO Box 74008202
Chicago, IL 60674-8202
Wire transfer to Bank of America ML US
ABA #081000032
Account# 355004076604

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services

From: 1-Jan-2023 To: 28-Jan-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	\$462,000.00	87.50%	\$404,250.00	\$385,770.00	\$18,480.00
	\$462,000.00		\$404,250.00	\$385,770.00	\$18,480.00

HDR Internal Reference Only	
Client Number	18054
Cost Center	10134
Project Number	10345779



Monthly Progress Report

Date: Monday, February 06, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for January 2023

Activities of the Previous Months

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

- 1 – Team management and project control – Ongoing
- 2 – Project planning – Completed
- 3 – Project initiation meeting and site investigation visit – Completed
- 4 – Background data – Completed
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

Overall Task 1 – 81% Completed

Task 2 – Survey

Overall Task 2 – 100% Completed

Task 3 – Geotechnical Investigation and Recommendations

Overall Task 3 – 100% Completed

Task 4.1 – Preliminary Design

Overall Task 4.1 – 100% Completed

Task 6 – Base Water Distribution System Modeling for EST Design

Overall Task 6 – 100% Completed

Task 4.2 – Final Design

- 1 – EST 100% design drawings – 90% Completed
- 2 – Civil/Site 100% design drawings – 90% Completed
- 3 – EST 100% specifications – 90% Completed
- 4 – Civil/Site 100% specifications – 90% Completed

Overall Task 4.2 – 85% Completed

Overall Project – 87.5% Completed



Planned Activities for the Next Month

Task 1 – Project Management

- 1 – Team management and project control – Ongoing
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

Task 4.2 – Final Design

- 5 – 100% design opinion of probable construction cost – To be completed
- 6 – 100% design QC review – To be completed
- 7 – 100% design submittal – To be completed
- 8 – 100% design review meeting – To be completed

Task 7 – Additional Water Distribution System Modeling and Updated CIP

- 1 – Updated model used to develop updated CIP – To be completed
- 2 – Draft TM – To be completed
- 3 – Draft TM QC review – To be completed
- 4 – Draft TM submittal – To be completed
- 5 – Draft TM review meeting – To be completed

Meetings

Meetings Completed

- 6/9/22 Project Initiation Meeting and Site Investigation Visit
- 10/21/22 50% Design Documents and Task 6 TM Review Meeting
- 1/10/23 90% Design Documents meeting not held, comments discussed by phone.

Meetings Upcoming

- Feb 2023 100% Design Documents Review Meeting
- Mar 2023 Task 7 TM Review Meeting
- Mar 2023 Master Plan Review Meeting

Critical/Outstanding Issues None



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$6,005.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 20, 2023 PAYMENT REQUEST # 6
PAYMENT PERIOD: From: November 26, 2022 Through: December 30, 2022

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	20,542.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	20,542.50	
Less previous applications for payment:	\$	14,537.50	
SUBTOTAL	\$		6,005.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,005.00

Balance to finish, including retainage: \$ 10,414.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: HR Green, Inc.

Signature [Signature] Firm Name _____ Date January 30, 2023

City of Ankeny Staff Approval:

Signature [Signature] Date 2/2/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT													
	Engineering	EA	1.00		1.00	\$ 380.00	\$ 380.00	1.00	\$ 380.00		1.00	\$ 380.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 290.00	\$ 290.00	1.00	\$ 290.00		1.00	\$ 290.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 610.00	\$ 610.00	1.00	\$ 610.00		1.00	\$ 610.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 315.00	\$ 315.00	1.00	\$ 315.00		1.00	\$ 315.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 172.50	\$ 172.50	1.00	\$ 172.50		1.00	\$ 172.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,472.50	\$ 1,472.50	1.00	\$ 1,472.50		1.00	\$ 1,472.50	0.00	100.00%
2.00	PRELIMINARY PLANS													
	Engineering	EA	1.00		1.00	\$ 2,185.00	\$ 2,185.00	1.00	\$ 2,185.00		1.00	\$ 2,185.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00		1.00	\$ 3,650.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00		1.00	\$ 1,250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		1.00	\$ 1,200.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,300.00	\$ 3,300.00	1.00	\$ 3,300.00		1.00	\$ 3,300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00		1.00	\$ 550.00	0.00	100.00%
3.00	UTILITY COORDINATION													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
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4.00	FINAL PLANS													
	Engineering	EA	1.00		1.00	\$ 785.00	\$ 785.00	1.00	\$ 785.00		1.00	\$ 785.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,295.00	\$ 3,295.00	1.00	\$ 3,295.00		1.00	\$ 3,295.00	0.00	100.00%
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5.00	FRONT END DOCUMENTS													
	Engineering	EA	1.00		1.00	\$ 437.50	\$ 437.50	1.00	\$ 437.50		1.00	\$ 437.50	0.00	100.00%
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6.00	PERMITTING													
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7.00	PRE-LETTING SUPPORT													
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

[illegible]

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 14,537.50

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



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

▷ HRGREEN.COM

January 30, 2023

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

Progress Report & Attached Invoice
Ankeny, IA - State Street Fiber Optic Cable Relocation Design
HRG Project No. 220761
Contract date: July 5, 2021

Dear Jim:

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

Attached Invoice #	159904
Period covered by invoice	11/26/22 – 12/30/22
Amount this invoice	\$6,005.00
Total billings to date, including this invoice	\$20,542.50
Contract maximum fee	\$30,957.40
% of Contract billed to date	66.36%

Summary of services during this billing period:

- Coordination with Paul Mahoney (Ankeny School District)
- Coordination with Leslie and Tom
- Coordination with Liz Van Zomeren on Bluebird plan review
- Preparation of final plans / beginning front end documents

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.



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

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

January 27, 2023
Project No: 220761
Invoice No: 159904
Invoice Total: \$6,005.00

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

Professional Services Through December 30, 2022

Phase 1.0 Project Management

Professional Personnel

	Hours	Amount
Professional	6.50	1,300.00
Admin Coordinator	1.50	172.50
Totals	8.00	1,472.50
Total Labor		1,472.50
Total this Phase		\$1,472.50

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount
Professional	2.75	550.00
Totals	2.75	550.00
Total Labor		550.00
Total this Phase		\$550.00

Phase 3.0 Utility Coordination

Professional Personnel

	Hours	Amount
Professional	1.25	250.00
Totals	1.25	250.00
Total Labor		250.00
Total this Phase		\$250.00

Phase 4.0 Final Plans

Professional Personnel

	Hours	Amount
Professional	16.50	3,295.00
Totals	16.50	3,295.00
Total Labor		3,295.00
Total this Phase		\$3,295.00

Phase 5.0 Front End Documents

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	220761	Ankeny, IA - State Street Fiber Optic Ca	Invoice	159904
---------	--------	--	---------	--------

Professional Personnel

	Hours	Amount	
Professional	1.25	250.00	
Junior Professional	1.50	187.50	
Totals	2.75	437.50	
Total Labor			437.50
	Total this Phase		\$437.50

Billing Limits	Current	Prior	To-Date
Total Billings	6,005.00	14,537.50	20,542.50
Limit			30,957.40
Remaining			10,414.90
	Total this Invoice		\$6,005.00



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$6,340.00 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 #8

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: February 20, 2023
PAYMENT REQUEST # 8
PAYMENT PERIOD: From: January 7, 2023 Through: February 3, 2023

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: \$ 92,471.25
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 92,471.25
Less previous applications for payment: \$ 86,131.25
SUBTOTAL \$ 6,340.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,340.00

Balance to finish, including retainage: \$ 14,308.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

February 7, 2023

City of Ankeny Staff Approval:

Signature

Date

2/8/2023

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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 86,131.25

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

Invoice

February 7, 2023

Project No: R200170.02

Invoice No: 139082

Invoice Amount: 6,340.00

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through February 3, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$22,810.00		\$18,673.75	\$13,833.75	\$4,840.00
Preliminary Design	\$12,800.00		\$12,800.00	\$12,800.00	0.00
Final Design	\$62,075.00		\$60,997.50	\$59,497.50	\$1,500.00
Public Information Meeting	\$3,860.00		0.00	0.00	0.00
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
Total	\$106,780.00		\$92,471.25	\$86,131.25	\$6,340.00
Total Amount Due Upon Receipt :					\$6,340.00

Outstanding Invoices

Number	Date	Balance
138653	1/18/2023	7,326.25
Total		7,326.25

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

JEO Consulting Group, Inc.

Invoice 139082 Dated 2/7/2023

Tuesday, February 7, 2023

10:40:04 AM

Project	R200170.02	Ankeny SE 3rd Street Improvements - Phase 2
Phase	106AC	Administration and Coordination

Hours this Invoice

		Hours		Amount	
Transportation Senior Engineer	1/9/2023	1.50 ✓	175.00	262.50	
Transportation Senior Engineer	1/10/2023	1.00 ✓	175.00	175.00	
Transportation Senior Engineer	1/12/2023	2.00 ✓	175.00	350.00	
Transportation Senior Engineer	1/13/2023	2.00 ✓	175.00	350.00	
Transportation Senior Engineer	1/20/2023	2.50 ✓	175.00	437.50	
Transportation Senior Engineer	1/23/2023	1.00 ✓	175.00	175.00	
Transportation Senior Engineer	1/24/2023	2.50 ✓	175.00	437.50	
Transportation Senior Engineer	1/25/2023	3.00 ✓	175.00	525.00	
Transportation Senior Engineer	1/27/2023	5.50 ✓	175.00	962.50	
Transportation Senior Engineer	2/3/2023	1.00 ✓	175.00	175.00	
Senior Bridge Engineer	1/9/2023	.50 ✓	165.00	82.50	
Senior Bridge Engineer	1/12/2023	.50 ✓	165.00	82.50	
Senior Bridge Engineer	1/13/2023	.50 ✓	165.00	82.50	
Senior Bridge Engineer	1/17/2023	1.00 ✓	165.00	165.00	
Senior Bridge Engineer	1/18/2023	.50 ✓	165.00	82.50	
Senior Bridge Engineer	1/20/2023	2.50 ✓	165.00	412.50	
Senior Bridge Engineer	1/25/2023	.50 ✓	165.00	82.50	
Totals		28.00		4,840.00	
Total Labor					4,840.00
Total this Phase					\$4,840.00

Phase	306FD	Final Design
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Hours this Invoice

		Hours		Amount	
Transportation Engineer	11/30/2022	3.50	120.00	420.00	
Transportation Engineer	1/12/2023	9.00	120.00	1,080.00	
Totals		12.50		1,500.00	
Total Labor					1,500.00

Total this Phase \$1,500.00

Total this Project \$6,340.00

Total this Report \$6,340.00



February 7th, 2023

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. 8
JEO Project No. 200170.02

Becky:

This is the eighth progress report for the above referenced project and covers work through February 3rd, 2023. Work related to this project for this period includes final design of the Phase 2 plans.

In the coming weeks, our design team will continue with final design and work towards a final plan submittal.

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

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$389.45 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: January 1, 2023 Through: January 28, 2023

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	102,600.00	
Total completed and stored to date:	\$	102,600.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	102,600.00	
Less previous applications for payment:	\$	102,210.55	
SUBTOTAL	\$		389.45

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 389.45

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:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail:

MGrgrich@Ankenylowa.gov

Phone:

(515) 963-3549

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 102,210.55

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

February 2, 2023



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

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 7
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the seventh progress report for the above referenced project and covers work through January 28, 2023. Work related to this project through this period includes performing bidding phase services and project administration. Alliance Construction Group LLC was the low bidder on the project and was awarded the project at the January 17, 2023 council meeting for a contract amount of \$1,407,593.05.

We have completed our design services and look forward to assisting the City during the construction of the project.

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

Sincerely,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



1360 NW 121st Street
Clive, IA 50325

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

February 02, 2023
Project No: 2022000919-000
Invoice No: 143708
Due Date: March 04, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from January 1, 2023 to January 28, 2023

Phase 600 Construction Administration

	Hours	Rate	Amount
Engineer II	1.00	155.00	155.00
Project Manager II	1.50	205.00	307.50
Totals	2.50		462.50
Total Labor			462.50

Total this Phase \$462.50

	Current	Prior	To-Date
Total Billings	462.50	102,210.55	102,673.05
Contract Limit (not-to-exceed)			102,600.00
Amount Adjusted this Period			-73.05
Total Due this Invoice			\$389.45



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$6,887.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.35% 694.3694.4210
82.65% 696.3696.4210
Finance Project # 17.35% 694.4210
82.65% 696.4210
Vendor Project or Invoice #: 52915
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: February 20, 2023
PAYMENT REQUEST # 10
PAYMENT PERIOD: From: December 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	188,931.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	188,931.25	
Less previous applications for payment:	\$	182,043.50	
SUBTOTAL	\$		6,887.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,887.75

Balance to finish, including retainage: \$ 34,438.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

By M. Pierce

Signature

January 12, 2023

Date

City of Ankeny Staff Approval:

Becky Ford

Signature

Date

1/18/2023

Submit to: Becky Ford, P.E., CFM - Stormwater & 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	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
5	July 31, 2022	\$ 57,348.00
6	August 31, 2022	\$ 7,989.25
7	September 30, 2022	\$ 20,663.25
8	October 31, 2022	\$ 6,887.75
9	November 30, 2022	\$ 20,663.25
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 182,043.50

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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

January 11, 2023

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

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #52915 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

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

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

Sincerely,



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





ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$9,177.00 to Redbud, LLC, for construction services on the Landscaping Improvements for High Trestle 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: LANDSCAPE IMPROVEMENTS FOR HTT EXTENSION
Contractor: REDBUD LLC
Address: 1208 E 20TH CT, DES MOINES, IA 50317
Finance Budget Code: 938.2938.4405 **Finance Project #** 938.4405
Vendor Project or Invoice #: 8509 **PO #** n/a
Original Contract Date: February 7, 2022 **Vendor #** ~~n/a~~ 8509

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: September 23, 2022 Through: November 21, 2022

Contract Summary

Original Contract Amount:	\$	66,642.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	66,642.00	
 Total completed and stored to date:	\$	48,903.20	
Retainage: 5 % of Completed Work:	\$	2,445.16	
Total Earned less Retainage:	\$	46,458.04	
Less previous applications for payment:	\$	37,281.04	
SUBTOTAL	\$		9,177.00
 OTHER CHARGES (Attach an itemized list)	\$		-
 CURRENT PAYMENT DUE	\$		9,177.00
 Balance to finish, including retainage:	\$	20,183.96	

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: REDBUD LLC
 Signature: [Signature] Firm Name: REDBUD LLC Date: 2/1/23

Engineer / Consultant Approval: Snyder & Associates Inc.
 Signature: [Signature] Firm Name: Snyder & Associates Inc. Date: 2-1-23

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 2/10/2023

Submit to: Jim Haberichter
E-mail: Jhaberichter@Ankenylowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 3, 2022	\$ 37,281.04
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 37,281.04

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Mobilization	LS	1		1	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	-	100.00%
2	Shrub - Blackhaw Viburnum	EA	12		12	\$ 90.00	\$ 1,080.00	12.00	\$ 918.00	-	85.00%
3	Shrub - Limelight Hydrangea	EA	20		20	\$ 76.00	\$ 1,520.00	20.00	\$ 1,292.00	-	85.00%
4	Shrub - GrowLow Sumac	EA	436		436	\$ 57.00	\$ 24,852.00	436.00	\$ 21,124.20	-	85.00%
5	Overstory Tree - Regal Prince Oak	EA	12		12	\$ 595.00	\$ 7,140.00	12.00	\$ 6,069.00	-	85.00%
6	Native Seeding, Nurse Crop and BFM	AC	1.4		1	\$ 3,000.00	\$ 4,200.00	1.40	\$ 4,200.00	-	100.00%
7	Type 2 Seed	AC	2.5	Type 2 Seed	3	\$ 2,500.00	\$ 6,250.00	0.60	\$ 1,500.00	1.90	24.00%
8	Mulching, Bonded Fber Matrix	AC	4		4	\$ 3,900.00	\$ 15,600.00	2.00	\$ 7,800.00	2.00	50.00%
34					-		\$ -		\$ -	-	0.00%
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75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 66,642.00

\$ 48,903.20

-26.62%



January 31, 2023

Jim Haberichter, PE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: PARTIAL PAYMENT APPLICATION NO. 2
HIGH TRESTLE TRAIL EXTENSION – LANDSCAPE IMPROVEMENTS

Dear Mr. Haberichter:

Partial payment application No. 2 includes work completed by Redbud Landscaping, through November 21, 2022.

Work completed during this period was related to native seeding and mulching. Work performed to date represents approximately 74% of the total contract amount.

We recommend approval of Partial Payment Application #2, in the amount of \$9,177.00. Retainage of 5% was withheld from the amount requested. The total remaining balance is \$20,183.96.

Once approved, please send one copy to the contractor along with payment and send one copy to my attention at Snyder & Associates. If you have any questions or comments on this pay application, please feel free to contact me at your convenience. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

Clay Schneckloth, PLA

Enclosures

CC: Anne Mino, Redbud Landscaping
File



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #28 in the amount of \$3,812.51 to Shive Hattery for development services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

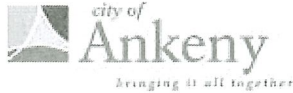
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 **Finance Project #** 905.421
Vendor Project or Invoice #: 4185992-30 **PO #**
Original Contract Date: October 28, 2019 **Vendor #** 8471

Date of Council Meeting: February 20, 2023 ✓ **PAYMENT REQUEST #** 28 ✓
PAYMENT PERIOD: From: November 4, 2022 Through: January 27, 2023

Contract Summary

Original Contract Amount: \$ 601,000.00
Net change by Change Orders: \$ 159,700.00
Contract Amount to Date: (line 1 ± 2) \$ 760,700.00

Total completed and stored to date: \$ 749,728.61
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 749,728.61
Less previous applications for payment: \$ 745,916.10
SUBTOTAL \$ 3,812.51 ✓

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,812.51

Balance to finish, including retainage: \$ 10,971.39

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive Hattery
Firm Name
Anne Cameron February 2, 2023
Signature Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:
Mike Schrock 02/07/2023
Signature Date

Submit to: Mike Schrock
E-mail: mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537

Billing Backup

Thursday, February 2, 2023

Shive-Hattery, Inc.

Invoice

Dated 2/2/2023

8:28:06 AM

Phase 72 Constuction Admin - Amend-9 Add Services

			Hours	Rate	Total
Grade 3 Professional Staff					
000977	Harbaugh, Anthony	11/18/2022	2.00	133.00	266.00
000977	Harbaugh, Anthony	11/28/2022	1.00	133.00	133.00
000977	Harbaugh, Anthony	11/30/2022	1.00	133.00	133.00
000977	Harbaugh, Anthony	12/21/2022	.30	133.00	39.90
000977	Harbaugh, Anthony	1/9/2023	.30	138.00	41.40
Grade 4 Professional Staff					
000563	Brase, Alexander	12/30/2022	1.50	149.00	223.50
Grade 6 Professional Staff					
000566	Hinds, Ronald	11/9/2022	.30	179.00	53.70
000566	Hinds, Ronald	11/16/2022	.30	179.00	53.70
000566	Hinds, Ronald	11/17/2022	.30	179.00	53.70
000566	Hinds, Ronald	11/29/2022	.30	179.00	53.70
000566	Hinds, Ronald	11/30/2022	.50	179.00	89.50
000566	Hinds, Ronald	1/4/2023	.50	185.00	92.50
000566	Hinds, Ronald	1/9/2023	.20	185.00	37.00
000566	Hinds, Ronald	1/18/2023	.70	185.00	129.50
000692	Smailovic, Edin	11/18/2022	2.00	179.00	358.00
Grade 8 Professional Staff					
000347	Wehr, Todd	11/8/2022	.20	213.00	42.60
000347	Wehr, Todd	11/14/2022	.30	213.00	63.90
000347	Wehr, Todd	11/17/2022	.70	213.00	149.10
000347	Wehr, Todd	11/18/2022	2.00	213.00	426.00
000347	Wehr, Todd	11/21/2022	.20	213.00	42.60
000347	Wehr, Todd	11/22/2022	.80	213.00	170.40
000347	Wehr, Todd	11/30/2022	.50	213.00	106.50
000347	Wehr, Todd	12/9/2022	.20	213.00	42.60
000347	Wehr, Todd	12/20/2022	.20	213.00	42.60
000347	Wehr, Todd	12/21/2022	.30	213.00	63.90
000347	Wehr, Todd	1/4/2023	.30	221.00	66.30
Grade 2 Technician					
000826	Conrad, Kristen	11/29/2022	1.60	86.00	137.60
000826	Conrad, Kristen	11/30/2022	1.00	86.00	86.00
000826	Conrad, Kristen	12/1/2022	.40	86.00	34.40
000826	Conrad, Kristen	1/4/2023	.40	89.00	35.60
000826	Conrad, Kristen	1/11/2023	.20	89.00	17.80
Grade 7 Technician					
000055	Cameron, Anne	11/11/2022	.50	152.00	76.00
Totals			21.00		3,362.00
Total Labor					3,362.00
Total this Phase					\$3,362.00

Phase 73 C-Admin - Amend-10 Add Services

			Hours	Rate	Total
Grade 8 Professional Staff					
000347	Wehr, Todd	1/26/2023	1.50	221.00	331.50

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

Page 3

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Project	4185992	City of Ankeny - Senior Community Center	Invoice	<Draft>
Grade 2 Technician				
000826	Conrad, Kristen	1/19/2023	.40 89.00	35.60
	Totals		1.90	367.10
	Total Labor			367.10

Total this Phase \$367.10

Phase	99	Expenses
Task	990	Expenses

Reimbursable Expenses

Other Direct Expense

EX	000000100866	1/10/2023	Jencks, Lora / UPS DSM 542445 13	32.75
EX	000000100867	1/17/2023	Jencks, Lora / UPS DSM 542445 23	27.10

Reimbursed Exp/Mileage

EX	000000099606	11/18/2022	Smailovic, Edin / site visit / final walkthrough / 38.00 miles @ 0.62	23.56
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Total Reimbursables 83.41 83.41

Total this Task \$83.41

Total this Phase \$83.41

Total this Project \$3,812.51

Total this Report \$3,812.51

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	February 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22, 2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11, 2021	\$ 960.70
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 745,916.10

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
9	Amendment #9	\$ 10,000.00
10	Amendment #10	\$ 10,000.00
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CHANGE ORDER TOTAL = \$ 159,700.00

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



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #7 in the amount of \$1,671.99 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: January 1, 2023 Through: January 31, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	216,800.00	
Total completed and stored to date:	\$	195,939.58	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	195,939.58	
Less previous applications for payment:	\$	194,267.59	
SUBTOTAL	\$		1,671.99

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,671.99

Balance to finish, including retainage: \$ 20,860.42

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature *Katrina L. Kinsey* Date February 8, 2023

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 2/9/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 194,267.59

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 7, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Invoice

Invoice Number: 441263

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

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

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount	\$1,671.99
Due Date	10-MAR-23
Invoice Date	08-FEB-23
Bill Through Date	28-JAN-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Senior Admin Assistant	0.25	\$33.01
	<u>0.25</u>	<u>\$33.01</u>

Task: 1.0 Total: \$33.01

Task: 4.0 - Bidding Services**Direct**

Personnel	Hours	Amount
Senior Project Engineer	6.50	\$1,294.25
Senior Admin Assistant	1.50	\$128.16
Staff Engineer	2.00	\$216.57



Invoice

Invoice Number: 441263

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 4.0 - Bidding Services

Personnel

Hours

Amount

10.00

\$1,638.98

Task: 4.0 Total: \$1,638.98

Invoice total

\$1,671.99

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$1,671.99	\$194,267.59	\$195,939.58



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$265,766.84 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

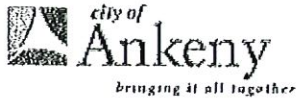
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 20, 2023 Payment Application #: 3

Payment Period: From: December 31, 2022 Through: February 3, 2023

Contract Summary:

Original Contract Amount:	\$	5,778,405.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	5,778,405.00	
Total Completed and Stored to Date:	\$	534,493.66	
Retainage: <u>5</u> % of Completed Work:	\$	26,724.68	
Total Earned Less Retainage:	\$	507,768.98	
Less Previous Applications for Payment:	\$	242,002.14	
SUBTOTAL:	\$		265,766.84
OTHER CHARGES:	\$		-

Current Payment Due - Division 1 (629.4450)	\$	72,421.62
Current Payment Due - Division 2 (688.4453)	\$	193,345.22
	\$	265,766.84

CURRENT PAYMENT DUE:

Balance to Finish, Including Retainage: \$ 5,270,636.02

Contract Time Remaining (Division 1): 170.00 Working Days
 Contract Time Remaining (Division 2): 28.00 Working Days

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

Construction Contractor Approval: Synergy Contracting, LLC

Signature: [Signature]
 Firm Name: _____

Date: 2/10/23

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: [Signature]
 Firm Name: _____

Date: 2/10/23

City of Ankeny Staff Approval:

Signature: [Signature]

Date: 2/10/23

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

Date Printed: 2/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	December 19, 2022	\$ 111,373.25
2	January 17, 2023	\$ 130,628.89
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

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

Full Completion (Div. 1)

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

Full Completion (Div. 2):

Contract Working Days:	90.0
Added by Change Order:	0.0
Total Working Days:	90.0
Working Days Used to Date:	62.0
Working Days Remaining:	28.0

PREVIOUS PAY APPS TOTAL = \$ 242,002.14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00		\$ -	40.50	40.50	\$ 1,215.00	9.50	81.00%
2	Clearing and Grubbing, General	LS	1.00		1.00	\$ 108,000.00	\$ 108,000.00	0.14	\$ 15,120.00	0.66	0.80	\$ 86,400.00	0.20	80.00%
TRENCH EXCAVATION AND BACKFILL														
3	Trench Foundation	TON	820.00		820.00	\$ 56.00	\$ 45,920.00		\$ -	0.00	0.00	\$ -	820.00	0.00%
4	Special Pipe Support	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5	Trench Compaction Testing	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
SEWERS AND DRAINS														
6	Drain Tile Repair	EA	2.00		2.00	\$ 1,750.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
WATER MAINS AND APPURTENANCES														
7	Water Main, Trenched, PVC, 24"	LF	4,815.00		4,815.00	\$ 406.00	\$1,954,890.00		\$ -	0.00	0.00	\$ -	4,815.00	0.00%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 406.00	\$2,032,030.00		\$ -	0.00	0.00	\$ -	5,005.00	0.00%
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100.00		100.00	\$ 1,001.00	\$ 100,100.00		\$ -	0.00	0.00	\$ -	100.00	0.00%
10	Fitting, Bend, 24"	EA	18.00		18.00	\$ 6,720.00	\$ 120,960.00		\$ -	0.00	0.00	\$ -	18.00	0.00%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	\$ 5,460.00	\$ 54,600.00		\$ -	0.00	0.00	\$ -	10.00	0.00%
12	Connect to Existing, 24"	EA	2.00		2.00	\$ 9,100.00	\$ 18,200.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
13	Valve, Gate, 24"	EA	1.00		1.00	\$ 46,550.00	\$ 46,550.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	7.00		7.00	\$ 16,170.00	\$ 113,190.00		\$ -	0.00	0.00	\$ -	7.00	0.00%
STREETS AND RELATED WORK														
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	200.00	0.00%
16	Removal of Recreational Trail	SY	860.00		860.00	\$ 14.00	\$ 12,040.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	\$ 72.00	\$ 61,920.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	\$ 60.00	\$ 14,400.00		\$ -	0.00	0.00	\$ -	240.00	0.00%
19	Subbase Over-Excavation	TON	55.00		55.00	\$ 56.00	\$ 3,080.00		\$ -	0.00	0.00	\$ -	55.00	0.00%
20	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
21	Handhole, Type III	EA	3.00		3.00	\$ 3,220.00	\$ 9,660.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
22	Conduit, 2"	LF	2,340.00		2,340.00	\$ 35.00	\$ 81,900.00		\$ -	0.00	0.00	\$ -	2,340.00	0.00%
TRAFFIC CONTROL														
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
SITE WORK AND LANDSCAPING														
24	Conventional Seeding, Type 1	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
26	Wattles, 9"	LF	6,400.00		6,400.00	\$ 2.00	\$ 12,800.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
27	Wattles, Removal	LF	6,400.00		6,400.00	\$ 1.00	\$ 6,400.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	\$ 3,600.00	\$ 16,560.00		\$ -	0.00	0.00	\$ -	4.60	0.00%
29	Inlet Protection Device	EA	7.00		7.00	\$ 180.00	\$ 1,260.00		\$ -	0.00	0.00	\$ -	7.00	0.00%
30	Tree Protection Fence	LF	750.00		750.00	\$ 6.00	\$ 4,500.00		\$ -	0.00	0.00	\$ -	750.00	0.00%
MISCELLANEOUS														
31	Mobilization	LS	1.00		1.00	\$ 81,000.00	\$ 81,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
32	Concrete Washout	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
CHANGE ORDER ITEMS														
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
STORED MATERIALS														
	Fitting, 24" 11-1/4 Bend				10.00	\$ 1,720.00	\$ 17,200.00		\$ -	10.00	10.00	\$ 17,200.00	0.00	100.00%
	Fitting, 24" Solid Sleeve				10.00	\$ 1,353.90	\$ 13,539.00	3.00	\$ 4,066.17	7.00	10.00	\$ 13,553.90	0.00	100.00%
	Fitting, 24"x 6" Tee				7.00	\$ 2,101.48	\$ 14,710.36		\$ -	7.00	7.00	\$ 14,710.36	0.00	100.00%
	Joint Restraint, 24"				56.00	\$ 398.26	\$ 22,308.56	26.00	\$ 12,720.76	23.00	49.00	\$ 23,973.74	7.00	87.50%
	Valve Box				8.00	\$ 230.26	\$ 1,842.08		\$ -	8.00	8.00	\$ 1,842.08	0.00	100.00%
	Holding Spool, 24"x6"				7.00	\$ 216.82	\$ 1,517.74		\$ -	7.00	7.00	\$ 1,531.74	0.00	100.00%
	Casing Spacers, 24"				15.00	\$ 250.18	\$ 3,752.70	15.00	\$ 3,752.70		15.00	\$ 3,752.70	0.00	100.00%
	End Seals, 36"x24"				2.00	\$ 104.00	\$ 208.00	2.00	\$ 208.00		2.00	\$ 208.00	0.00	100.00%
	Gate Valve, 24"				1.00	\$ 28,198.79	\$ 28,198.79	1.00	\$ 28,198.79		1.00	\$ 28,198.79	0.00	100.00%
	Joint Restraint, Bolt & Gasket Kit, 24"				74.00	\$ 158.54	\$ 11,731.96	74.00	\$ 11,731.96		74.00	\$ 11,731.96	0.00	100.00%
	Joint Restraint, Bolt & Gasket Kit, 6"				21.00	\$ 20.71	\$ 434.91	21.00	\$ 434.91		21.00	\$ 434.91	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$5,081,283.00 PAY PERIOD = \$ 76,233.29

COMPLETED = \$ 204,753.18

4.03%

DIVISION 2 - DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
33	Clearing and Grubbing, Select Trees	UNIT	1,500.00		1,500.00	\$ 18.00	\$ 27,000.00	124.00	\$ 2,232.00	2134.40	2,258.40	\$ 40,851.20	(758.40)	150.56%
34	Clearing and Grubbing, General	LS	1.00		1.00	\$ 72,000.00	\$ 72,000.00	0.10	\$ 7,200.00	0.90	1.00	\$ 72,000.00	0.00	100.00%
35	Excavation, Class 10	CY	4,672.00		4,672.00	\$ 35.00	\$ 163,520.00	2,500.00	\$ 87,500.00	0.00	2,500.00	\$ 87,500.00	2,172.00	53.51%
TRENCH EXCAVATION AND BACKFILL														
36	Trench Foundation	TON	10.00		10.00	\$ 56.00	\$ 560.00		\$ -	0.00	0.00	\$ -	10.00	0.00%
37	Trench Compaction Testing	LS	1.00		1.00	\$ 1,400.00	\$ 1,400.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
SEWERS AND DRAINS														
38	Storm Sewer, Trenched, RCP, 15"	LF	30.00		30.00	\$ 168.00	\$ 5,040.00		\$ -	0.00	0.00	\$ -	30.00	0.00%
39	Pipe Apron Guard, 24"	EA	6.00		6.00	\$ 2,870.00	\$ 17,220.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
40	Manhole, SW-401, 48"	EA	1.00		1.00	\$ 6,160.00	\$ 6,160.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
41	Intake, SW-503	EA	1.00		1.00	\$ 6,650.00	\$ 6,650.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
42	Intake, SW-506	EA	1.00		1.00	\$ 9,170.00	\$ 9,170.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
43	Intake, SW-509	EA	1.00		1.00	\$ 7,385.00	\$ 7,385.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
44	Remove Intake	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
STREETS AND RELATED WORK														
45	Full Depth Patch, PCC	SY	210.00		210.00	\$ 161.00	\$ 33,810.00		\$ -	0.00	0.00	\$ -	210.00	0.00%
46	Subbase Over-Excavation	TON	35.00		35.00	\$ 56.00	\$ 1,960.00		\$ -	0.00	0.00	\$ -	35.00	0.00%
47	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
TRAFFIC CONTROL														
48	Temporary Traffic Control	LS	1.00		1.00	\$ 10,500.00	\$ 10,500.00		\$ -	0.50	0.50	\$ 5,250.00	0.50	50.00%
SITE WORK AND LANDSCAPING														
49	Conventional Seeding, Type 1	AC	0.10		0.10	\$ 3,600.00	\$ 360.00		\$ -	0.00	0.00	\$ -	0.10	0.00%
50	Conventional Seeding, Type 3	AC	3.30		3.30	\$ 3,600.00	\$ 11,880.00		\$ -	0.00	0.00	\$ -	3.30	0.00%
51	Hydraulic Seeding, Type 3, BFM	AC	1.30		1.30	\$ 5,400.00	\$ 7,020.00		\$ -	0.00	0.00	\$ -	1.30	0.00%
52	Hydraulic Seeding, Type 5 (Erosion Control)	AC	4.70		4.70	\$ 3,600.00	\$ 16,920.00		\$ -	0.00	0.00	\$ -	4.70	0.00%
53	Temporary RECP, Type 2	SY	500.00		500.00	\$ 3.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
54	Wattles, 9"	LF	1,500.00		1,500.00	\$ 2.00	\$ 3,000.00		\$ -	0.00	0.00	\$ -	1,500.00	0.00%
55	Wattles, Removal	LF	1,500.00		1,500.00	\$ 1.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	1,500.00	0.00%
56	Check Dam, Rock	TON	50.00		50.00	\$ 70.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
57	Rip Rap, Class E	TON	3,660.00		3,660.00	\$ 78.00	\$ 285,480.00	760.76	\$ 59,339.28	0.00	760.76	\$ 59,339.28	2,899.24	20.79%
58	Silt Fence	LF	500.00		500.00	\$ 3.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
59	Silt Fence, Removal	LF	500.00		500.00	\$ 1.00	\$ 500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
60	Erosion Control Mulching, Hydromulching	AC	9.00		9.00	\$ 3,600.00	\$ 32,400.00		\$ -	0.00	0.00	\$ -	9.00	0.00%
DEMOLITION														
61	Remove Pedestrian Bridge	EA	10.00		10.00	\$ 5,250.00	\$ 52,500.00	9.00	\$ 47,250.00	1.00	10.00	\$ 52,500.00	0.00	100.00%
62	Tree Protection Fence	LF	750.00		750.00	\$ 7.00	\$ 5,250.00		\$ -	0.00	0.00	\$ -	750.00	0.00%
MISCELLANEOUS														
63	Mobilization	LS	1.00		1.00	\$ 25,000.00	\$ 25,000.00		\$ -	0.50	0.50	\$ 12,500.00	0.50	50.00%
64	Concrete Washout	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
CHANGE ORDER ITEMS														
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

COMPLETED = \$ 329,740.48

Date printed: 2/10/2023



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



Invoice

INVOICE DATE	INVOICE NUMBER
01/10/2023	S100025458.003
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

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

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

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1913	22051AK		Mike Burton	
WRITER		SHIP VIA	TERMS	SHIP DATE
JESSE RYNEARSON		OT OUR TRUCK	Net 30 Days	01/10/2023
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
15ea	15ea	24"X36" CASING SPACER CSS8-2436-SS-CR WIDE 2X3 PATTERN 24" C-905 X 36" CASING SPACERS *** Special Order Item ***	250.180/ea	3752.70
2ea	2ea	ESW2436 END SEAL WRAP 24"X36" END SEALS *** Special Order Item ***	104.000/ea	208.00
36ea	36ea	24" CORE BLUE BOLT & GASKET KIT AIS/DOMESTIC	158.540/ea	5707.44
3ea	3ea	24" x 9.5" DI MJ SHORT SOLID SLEEVE C153 DOMESTIC	1355.390/ea	4066.17
20ea	20ea	24" CORE BLUE BOLT & GASKET KIT AIS/DOMESTIC	158.540/ea	3170.80
2ea	2ea	24" CORE BLUE BOLT & GASKET KIT AIS/DOMESTIC	158.540/ea	317.08
1ea	1ea	24" C509 CLOW MJX MJ CLOW RESILIENT SEATED DI GATE VALVE 24GV BEVELED GEAR	28198.790/ea	28198.79
2ea	2ea	24" CORE BLUE BOLT & GASKET KIT AIS/DOMESTIC	158.540/ea	317.08
14ea	14ea	24" CORE BLUE BOLT & GASKET KIT AIS/DOMESTIC	158.540/ea	2219.56
21ea	21ea	6" CORE BLUE BOLT AND GASKET SET (LESS GLAND) DOMESTIC 6CBBSKDOMESTIC	20.710/ea	434.91

Invoice is due by 02/09/2023

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

Subtotal	48392.53
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	48392.53

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this Invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
Printed By: SARKNE on 1/11/2023 12:40:47 PM CST



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #5 in the amount of \$344,303.48 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5



Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: December 26, 2022 Through: January 27, 2023

Contract Summary

Original Contract Amount:	\$	2,989,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00	
Total completed and stored to date:	\$	1,659,096.85	
Retainage: 5 % of Completed Work:	\$	82,954.84	
Total Earned less Retainage:	\$	1,576,142.01	
Less previous applications for payment:	\$	1,231,838.53	
SUBTOTAL	\$		344,303.48

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 344,303.48

Balance to finish, including retainage: \$ 1,413,657.99

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

WRH, Inc

Firm Name

Bud Maynard

Signature

January 27, 2023

Date

Engineer / Consultant Approval:

FOX Strand

Firm Name

Signature

2/3/2023

Date

City of Ankeny Staff Approval:

Signature

2/6/23

Date

Submit to:

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

E-mail:

DClark@AnkenyIowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3529

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2022	\$ 279,932.94
2	11/7/2022	\$ 561,483.66
3	December 27, 2022	\$ 231,477.42
4	January 23, 2023	\$ 158,944.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,231,838.52

Record of Change Orders

No.	Date	Amount
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
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20		

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

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			
Application No.:	5	Application Date:	1/27/2023
Application Period:	From 12/26/2022	to	1/27/2023

1. Original Contract Price	\$	2,989,800.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,659,096.85
5. Retainage		
a. 5% X \$ 1,460,103.00 Work Completed =	\$	73,005.15
b. 5% X \$ 198,993.85 Stored Materials =	\$	9,949.69
c. Total Retainage (Line 5.a + Line 5.b)	\$	82,954.84
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,576,142.01
7. Less previous payments (Line 6 from prior application)	\$	1,231,838.53
8. Amount due this application	\$	344,303.48
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,413,657.99

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: WRH Inc

Signature: Bud Maynard

Date: 1/27/2023

Recommended by Engineer

By:

Title:

Date:

Approved by Funding Agency

By:

Title:

Date:

Approved by Owner

By:

Title:

Date:

By:

Title:

Date:

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.	Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 5		Application Period: From		12/26/22		to		01/27/23		Application Date: 01/27/23	
A	B	C	D	E		F	G	H	I		
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
Original Contract											
	Bonds and Insurance	\$ 35,000.00	35,000.00	-	-	35,000.00	100%	-			
	Mobilization In	\$ 129,000.00	123,500.00	5,500.00	-	129,000.00	100%	-			
	Project Administration	\$ 65,000.00	56,000.00	750.00	-	56,750.00	87%	8,250.00			
	Temporary Facilities	\$ 5,000.00	4,560.00	105.00	-	4,665.00	93%	335.00			
	Safety	\$ 4,500.00	2,500.00	750.00	-	3,250.00	72%	1,250.00			
	Sitework	\$ 94,500.00	26,000.00	-	-	26,000.00	28%	68,500.00			
	SWPPP	\$ 7,500.00	3,000.00	500.00	-	3,500.00	47%	4,000.00			
	Site Clean-up	\$ 5,000.00	500.00	1,000.00	-	1,500.00	30%	3,500.00			
	Water line	\$ 170,000.00	96,731.43	70,068.57	-	166,800.00	98%	3,200.00			
	WLF	\$ 60,000.00	-	-	27,714.78	27,714.78	46%	32,285.22			
	Sanitary Line, Material	\$ 9,000.00	9,000.00	9,000.00	-	9,000.00	100%	-			
	Excavation and Backfill	\$ 45,000.00	29,500.00	13,000.00	-	42,500.00	94%	2,500.00			
	Seeding	\$ 15,000.00	-	-	-	-	0%	15,000.00			
	Pre Cast Concrete	\$ 40,000.00	36,767.00	-	-	36,767.00	92%	3,233.00			
	Concrete, paving/sidewalk	\$ 44,500.00	-	-	-	-	0%	44,500.00			
	Concrete, building	\$ 25,000.00	21,500.00	3,500.00	-	25,000.00	100%	-			
	Concrete, Generator Pad	\$ 4,500.00	-	4,500.00	-	4,500.00	100%	-			
	Concrete, VFD Pad	\$ 3,000.00	-	3,000.00	-	3,000.00	100%	-			
	Concrete, Transformer Pad	\$ 3,000.00	-	3,000.00	-	3,000.00	100%	-			
	Rebar Materials	\$ 15,000.00	13,076.48	1,923.52	-	15,000.00	100%	-			
	Misc Metals	\$ 20,000.00	14,445.00	-	3,600.00	18,045.00	90%	1,955.00			
	Painting	\$ 15,000.00	-	-	-	-	0%	15,000.00			
	Masonry	\$ 180,000.00	180,000.00	-	-	180,000.00	100%	-			
	Roofing	\$ 75,000.00	65,000.00	10,000.00	-	75,000.00	100%	-			
	Doors/Windows	\$ 44,300.00	30,908.00	4,000.00	-	34,908.00	79%	9,392.00			
	Well Pump	\$ 179,000.00	-	-	-	-	0%	179,000.00			
	Well Pump Column	\$ 95,000.00	-	-	67,898.00	67,898.00	71%	27,102.00			
	Downhole Valve	\$ 107,000.00	-	-	20,319.00	20,319.00	19%	86,681.00			
	Pitless Unit	\$ 71,000.00	71,000.00	-	-	71,000.00	100%	-			
	Submersible Motor	\$ 125,000.00	-	-	-	-	0%	125,000.00			
	Well Disinfection/Start up	\$ 3,000.00	-	-	-	-	0%	3,000.00			
	Chemical Feed Equipment	\$ 90,000.00	-	-	-	-	0%	90,000.00			
	Process Piping	\$ 30,000.00	-	-	3,294.20	3,294.20	11%	26,705.80			
	Valves, Material	\$ 50,000.00	2,500.00	-	17,265.00	19,765.00	40%	30,235.00			

Stored Materials Summary

Owner:	City of Ankeny
Engineer:	FOX Strand
Contractor:	WRH, Inc.
Project:	Ankeny Well No.
Contract:	

Owner's Project No.:	
Engineer's Project No.:	3379-20A.600
Contractor's Project No.:	2202-00-1389

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Sales and Service

CENTRAL- CORPORATE
1600 BUERKLE ROAD
WHITE BEAR LAKE, MN 55110-0000
(651) 636-1000

Payment terms are 30 days from Invoice date unless
otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639



INVOICE NO

E3-25887

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

SOLD TO

PRICE INDUSTRIAL ELECTRIC
405 N TROY RD
ROBINS, IA 52328

SHIP TO

PRICE INDUSTRIAL ELECTRIC
ANKENY ASR - WELL 7
1102 SE CREEKVIEW DR
ANKENY, IA 50021

PAGE 1 OF 1

*** ON ACCOUNT CHARGE ***

CONTACT JASON MURRAY

IB

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-JAN-2023	220327-95-17183-KKRAMER				
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
96708	BEST WAY				
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
XPG-100-229326	MY245/US369				

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1	1			ONAN GENSET 750DQCB ONAN GENSET	ONAN	151,347.12	
				SHIPMENT PENDING			
1		1	ASCO	TRANSFER SWITCH	OTHER	58,902.87	58,902.87

ANKENY ASR-WELL 7
PROJ#307682
PO#220327-95-17183-KKRAMER

THANK YOU!

TRACKING#

SUB TOTAL: 58,902.87
STATE SALES TAX: 3,534.17

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

TOTAL AMOUNT: US \$ 62,437.04

RECEIVED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 800 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THIS CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the February 20, 2023 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Stearns, B. Bentz)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

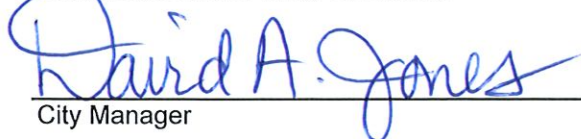
Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
FEBRUARY 20, 2023

Fund		PAYMENTS
100	General Fund	\$ 203,073.90
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	30,000.00
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	40,121.25
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	5,107.50
300	Debt Service Fund	-
430	Library Foundation Fund	299.00
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	928,127.80
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	535,378.76
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	14,071.18
590	Golf Course Fund	4,949.10
600-699	Enterprise Project Funds	875,000.29
710	Revolving Fund	50,246.59
720	Risk Management Fund	6,712.08
730	Health Insurance Fund	455.77
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	213,196.65
	Sub Total	\$ 2,906,739.87
	Payroll Totals	1,756,299.53
	Service Transfers/ACH Drafts	(195,029.32)
	Agenda Payments Approved Separately	(1,051,471.94)
	Grand Total	<u>\$ 3,416,538.14</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

2/16/23
Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 2/09/2023 THRU 2/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006325	N B GOLF LLC							
M-CHECK	N B GOLF LLC	UNPOST V	2/15/2023			241657		111.92CR

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	111.92CR	111.92CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	111.92CR	0.00	0.00
BANK: TOTALS:	1	111.92CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGBW FIRST INTERSTATE BANK
DATE RANGE: 2/09/2023 THRU 2/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004997	ABSOLUTE CONCRETE							
	I-PAY 9-SE3RD ST UTL PAY 9-SE 3RD ST UTILITY IMP P1	R	2/20/2023	26,667.80		241736		26,667.80
	*** VENDOR TOTALS ***					1 CHECKS		26,667.80
008578	ACCESS TECHNOLOGIES INC							
	I-INV1317082 12/31/22-1/30/23 STATEMENT	R	2/20/2023	1,919.96		241737		1,919.96
	*** VENDOR TOTALS ***					1 CHECKS		1,919.96
000026	AHLERS & COONEY PC							
	I-838093 1/19/23 SVCS NE DEL AVE RECON	E	2/22/2023	1,900.00		006570		
	I-838094 1/19/23 SVCS SW STATE ST RECON	E	2/22/2023	1,900.00		006570		3,800.00
	*** VENDOR TOTALS ***					1 CHECKS		3,800.00
009981	ALL CITY MANAGEMENT SERVICES,							
	I-82538 12/18-12/31/22 CROSSING GUARDS	E	2/22/2023	1,875.06		006634		
	I-83072 1/15-1/28/23 CROSSING GUARDS	E	2/22/2023	5,596.77		006634		7,471.83
	*** VENDOR TOTALS ***					1 CHECKS		7,471.83
011228	MERRY E AMANN							
	I-01/23-03/23TAICHI 01/23-03/23 TAI CHI CLASSES	E	2/22/2023	490.00		006653		490.00
	*** VENDOR TOTALS ***					1 CHECKS		490.00
009262	AMAZON CAPITAL SERVICES INC							
	C-1DJT-JT7G-13KK MISC BOOKS - KL	E	2/22/2023	32.62CR		006629		
	I-11MJ-RR1G-D74R HEADLAMPS - CG	E	2/22/2023	169.50		006629		
	I-13NX-X4C4-7YCH WASTE BAGS -P&R	E	2/22/2023	225.99		006629		
	I-16K7-1CKK-36R6 TV CONTROLLER REPLACE - OC	E	2/22/2023	69.99		006629		
	I-177W-4J7V-94KD 3D PRINTING PEN - KL	E	2/22/2023	199.95		006629		
	I-17H6-3DYF-K3VH CLICKER - PD	E	2/22/2023	27.10		006629		
	I-1C39-XV4K-LHJN FAULT LOCATOR - TRAFFIC	E	2/22/2023	45.90		006629		
	I-1C7W-MNJD-4CLY TABLET CASE - PD	E	2/22/2023	16.98		006629		
	I-1CRY-PD6Q-461F MISC BOOKS - KL	E	2/22/2023	324.49		006629		
	I-1D7P-P173-KJ93 MISC BOOKS - KL	E	2/22/2023	32.62		006629		
	I-1DM9-HCXD-JMNC MULTIMEDIA - KL	E	2/22/2023	131.81		006629		
	I-1DW1-19XC-M7QR MULTIMEDIA - KL	E	2/22/2023	13.98		006629		
	I-1FDK-FK1D-T939 LABELS - IT	E	2/22/2023	96.03		006629		
	I-1G7F-KJMF-QYP6 SAMSUNG TV/WALL MOUNT - PRSC	E	2/22/2023	617.31		006629		
	I-1GK4-T9YL-664N MULTIMEDIA - KL	E	2/22/2023	40.65		006629		
	I-1GQF-H9G6-3DNC MISC MULTIMEDIA - PD	E	2/22/2023	104.71		006629		
	I-1HWG-NGVT-499J DOG LEASHES - PD	E	2/22/2023	31.77		006629		
	I-1HWV-CPPH-3T6W MULTIMEDIA - KL	E	2/22/2023	36.14		006629		
	I-1J16-HW9F-GC9L SIGN HOLDERS - KL	E	2/22/2023	52.98		006629		
	I-1L6H-R1HP-6DRP MULTIMEDIA - KL	E	2/22/2023	12.97		006629		
	I-1LWR-L7VJ-9MXM MULTIMEDIA - KL	E	2/22/2023	22.99		006629		
	I-1MXT-X6T4-W3PV WHITE LABEL MAKER TAPE-PRSC	E	2/22/2023	14.79		006629		
	I-1N3Q-PLHP-3FWY FIRST AID SUPPLIES - ACC	E	2/22/2023	25.97		006629		
	I-1N43-C1FF-F7KT HEADPHONES - KL	E	2/22/2023	55.95		006629		
	I-1N4R-D6NP-FVL7 CAR MOUNT/BEACH BALLS - ACC	E	2/22/2023	25.47		006629		

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DATE RANGE: 2/09/2023 THRU 2/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1PXG-GRKQ-1YG6	MISC BOOKS - KL	E	2/22/2023	26.16		006629		
I-1QGG-WPDF-6RMM	MULTIMEDIA - KL	E	2/22/2023	174.68		006629		
I-1R7L-64JM-46JF	#269 PARKING BRAKE ASSEMBLY	E	2/22/2023	27.41		006629		
I-1RCD-Q63D-KJPN	MULTIMEDIA - KL	E	2/22/2023	32.98		006629		
I-1RVG-4RFW-1DKG	WEAPON CASE - PD GRANT	E	2/22/2023	959.85		006629		
I-1TDT-7GRK-CX1P	DUROMETER - MU	E	2/22/2023	11.69		006629		
I-1TGF-YNXP-1M67	BATTERIES - KL	E	2/22/2023	63.93		006629		
I-1TL1-4W93-6JF9	TV REMOTE - PKS SHOP	E	2/22/2023	28.47		006629		
I-1TV1-3QNW-6CPP	MISC MULTIMEDIA - KL	E	2/22/2023	14.98		006629		
I-1W7W-PX7H-1HN7	STIGA PREM EXTRA NET-ACC	E	2/22/2023	20.90		006629		
I-1WQN-WTTM-7VGF	CLOROX/TAPE- KL	E	2/22/2023	180.23		006629		
I-1X19-JCTG-6JFF	GREASE GUN COUPLER LOCKS-MU	E	2/22/2023	31.99		006629		
I-1X9Y-G6J7-4LJ6	PENS/DRY ERASE MARKERS-PRSC	E	2/22/2023	45.46		006629		
I-1XPJ-CP1W-1KKP	FLASH DRIVES - PD	E	2/22/2023	99.95		006629		4,082.10
*** VENDOR TOTALS ***						1 CHECKS		4,082.10
002676	ANIMAL RESCUE LEAGUE							
I-INV0041	JANUARY 2023 ANIMAL INTAKE	E	2/22/2023	2,000.00		006600		2,000.00
*** VENDOR TOTALS ***						1 CHECKS		2,000.00
011710	ANKENY COMMUNITY NETWORK							
I-01162023-MLK	DAMAGE DEPOSIT REFUND-KL	R	2/20/2023	100.00		241738		100.00
*** VENDOR TOTALS ***						1 CHECKS		100.00
000012	MILLENNIUM II CORPORATION							
C-1104257	CR: BATTERIES - PSB	R	2/20/2023	11.09CR		241739		
I-1099183	WIRE ROPE/EYE BT - PKS	R	2/20/2023	14.27		241739		
I-1103334	KEY DUPLICATE - PD	R	2/20/2023	5.30		241739		
I-1103586	FORKLIFT TANK REFILL - STREETS	R	2/20/2023	30.87		241739		
I-1103604	HILLMAN - PKS SHOP	R	2/20/2023	5.16		241739		
I-1104019	HILLMAN - PKS LOADER	R	2/20/2023	1.18		241739		
I-1104024	HILLMAN- PLOW PART	R	2/20/2023	1.39		241739		
I-1104070	BATTERIES -PSB	R	2/20/2023	11.09		241739		
I-1104222	PERSONNEL BOARDS - FD	R	2/20/2023	8.73		241739		
I-1104371	HILLMAN/DRILL - ACC	R	2/20/2023	9.69		241739		
I-1104396	BALL COTTON TWIN -P&R	R	2/20/2023	4.72		241739		
I-1104849	WOODCUTTER BAR/CHAIN-PKS	R	2/20/2023	19.29		241739		
I-1104963	CAULK TOOL/VNYL ADHSV- KL	R	2/20/2023	11.08		241739		
I-1105087	BATTERY -CH	R	2/20/2023	17.84		241739		
I-1105103	HILLMAN - PKS	R	2/20/2023	2.64		241739		
I-1105112	BITS/TOGGLES COAT RACK-ACC	R	2/20/2023	46.55		241739		
I-1105584	CARPET TAPE-ACC	R	2/20/2023	10.12		241739		188.83
*** VENDOR TOTALS ***						1 CHECKS		188.83

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 2/09/2023 THRU 2/22/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000057	ARNOLD MOTOR SUPPLY							
I-15NV142761	MICROFBR MITT/SUPER WASH-OCM	R	2/20/2023	62.48		241740		
I-15NV143000	PULLEY FULLER - CG	R	2/20/2023	95.99		241740		
I-15NV143137	UNIT #824 BATTERY CABLES/CLIPS	R	2/20/2023	26.15		241740		184.62
	*** VENDOR TOTALS ***					1 CHECKS		184.62
008024	AUREON COMMUNICATIONS LLC							
I-02/2023	02/01/23-02/28/23 STATEMENT	E	2/22/2023	946.48		006624		946.48
	*** VENDOR TOTALS ***					1 CHECKS		946.48
000067	BAKER & TAYLOR INC							
I-2037299394	MISC BOOKS - KL	E	2/22/2023	335.69		006572		
I-2037307040	MISC BOOKS - KL	E	2/22/2023	1,513.07		006572		
I-2037316689	MISC BOOKS - KL	E	2/22/2023	356.29		006572		
I-2037318338	MISC BOOKS -KL	E	2/22/2023	122.35		006572		2,327.40
	*** VENDOR TOTALS ***					1 CHECKS		2,327.40
006127	BATTERIES PLUS BULBS #203							
I-P58902301	12V LEAD BATTERIES - MU	R	2/20/2023	55.06		241741		
I-P58939083	BATTERIES - PD	R	2/20/2023	39.95		241741		95.01
	*** VENDOR TOTALS ***					1 CHECKS		95.01
005950	BLACKSTONE AUDIO INC							
I-2083423	MULTIMEDIA/SHELF SVCS-KL	R	2/20/2023	37.14		241742		
I-2083587	MULTIMEDIA/SHELF SVCS-KL	R	2/20/2023	129.85		241742		
I-2084647	MULTIMEDIA-KL	R	2/20/2023	1,679.94		241742		
I-2085104	MULTIMEDIA/SHELF SVCS-KL	R	2/20/2023	101.00		241742		1,947.93
	*** VENDOR TOTALS ***					1 CHECKS		1,947.93
003947	BOB BROWN GMC INC							
I-38188	UNIT #237 PUMP/BELT	E	2/22/2023	381.82		006607		
I-38202	UNIT #237 HOSE	E	2/22/2023	47.91		006607		
I-38233	UNIT #404 SENSOR	E	2/22/2023	62.66		006607		492.39
	*** VENDOR TOTALS ***					1 CHECKS		492.39
008100	BOMGAARS SUPPLY INC							
I-65048557	BOOTS - C LATHRUM	R	2/20/2023	126.80		241743		126.80
	*** VENDOR TOTALS ***					1 CHECKS		126.80
009487	BOOT BARN INC							
I-INV00225917	BOOTS - JARED RUBY	E	2/22/2023	140.00		006632		
I-INV00225918	BOOTS/JACKET - CD	E	2/22/2023	215.98		006632		355.98
	*** VENDOR TOTALS ***					1 CHECKS		355.98

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005174	BOUND TREE MEDICAL LLC							
I-65116200	EMS SUPPLIES - FD	R	2/20/2023	358.00		241744		
I-65116206	EMS SUPPLIES - FD	R	2/20/2023	179.00		241744		
I-65116227	EMS SUPPLIES - FD	R	2/20/2023	895.00		241744		
I-84834608	EMS SUPPLIES - FD	R	2/20/2023	126.80		241744		
I-84834609	EMS SUPPLIES - FD	R	2/20/2023	91.80		241744		
I-84834610	EMS SUPPLIES - FD	R	2/20/2023	45.90		241744		
I-84834611	EMS SUPPLIES - FD	R	2/20/2023	45.90		241744		
I-84836188	EMS SUPPLIES - FD	R	2/20/2023	1,390.83		241744		
I-84840599	EMS SUPPLIES - FD	R	2/20/2023	342.02		241744		
I-84841960	EMS SUPPLIES - FD	R	2/20/2023	474.25		241744		
I-84843987	EMS SUPPLIES - FD	R	2/20/2023	1.95		241744		
I-84843988	EMS SUPPLIES - FD	R	2/20/2023	135.19		241744		
I-84845366	EMS SUPPLIES - FD	R	2/20/2023	1.17		241744		
I-84845367	EMS SUPPLIES - FD	R	2/20/2023	615.80		241744		
I-84846881	EMS SUPPLIES - FD	R	2/20/2023	636.82		241744		5,340.43
	*** VENDOR TOTALS ***					1 CHECKS		5,340.43
011616	TANYA BOYLE							
I-01/23-02/23BOOTCMP	01/23-02/23 BOOTCAMP	E	2/22/2023	402.00		006656		402.00
	*** VENDOR TOTALS ***					1 CHECKS		402.00
011717	CAMI BRAZELTON							
I-07/2020GIFTLY	07/2020 GIFTLY/SUNRISE RMBSMNT	R	2/20/2023	168.00		241745		168.00
	*** VENDOR TOTALS ***					1 CHECKS		168.00
000127	BRICK GENTRY PC							
I-391001	01/25/2023 STATEMENT 224.017	R	2/20/2023	450.00		241746		
I-391002	1/25/2023 STATEMENT 224.001	R	2/20/2023	2,765.00		241746		
I-391003	01/25/2023 STATEMENT 224.031	R	2/20/2023	1,805.00		241746		
I-391006	1/25/2023 STATEMENT 224.003	R	2/20/2023	45.00		241746		
I-391008	01/25/2023 STATEMENT 224.014	R	2/20/2023	945.00		241746		
I-391688	1/25/2023 STATEMENT 4.004	R	2/20/2023	1,035.39		241746		7,045.39
	*** VENDOR TOTALS ***					1 CHECKS		7,045.39
010643	PATRICIA BROWN							
I-01/23-02/23YOGA	01/23-02/23 GENTLE YOGA	E	2/22/2023	538.00		006652		538.00
	*** VENDOR TOTALS ***					1 CHECKS		538.00
001757	BROWNELLS INC							
I-2023410093082	CARBON KILLER/RET PIN - PD	R	2/20/2023	55.93		241747		55.93
	*** VENDOR TOTALS ***					1 CHECKS		55.93

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000385	CAPITAL CITY EQUIPMENT CO							
I-33253D	UNIT #234 DOOR SEAL	E	2/22/2023	64.01		006580		
I-33277D	UNIT #234 BUSHING	E	2/22/2023	37.89		006580		
I-33288D 1/30/23	UNIT #234 SEAL	E	2/22/2023	9.88		006580		
I-33332D	UNIT #665 BOBCAT PARTS	E	2/22/2023	222.01		006580		
I-33461D	UNIT #234 COUPLER	E	2/22/2023	84.25		006580		418.04
	*** VENDOR TOTALS ***					1 CHECKS		418.04
000453	CARQUEST AUTO PARTS							
I-2330-777694	UNIT #228 MICRO-V BLT	R	2/20/2023	48.17		241748		
I-2330-777831	UNIT #408 MANIFOLD GASKET	R	2/20/2023	48.15		241748		96.32
	*** VENDOR TOTALS ***					1 CHECKS		96.32
007320	CBT NUGGETS LLC							
I-2908075	CBT NUGGETS RENEWAL	R	2/20/2023	1,198.00		241749		1,198.00
	*** VENDOR TOTALS ***					1 CHECKS		1,198.00
011722	CENTENNIAL POINTE HOA							
I-02062023-CP	DAMAGE DEPOSIT REFUND-KL	R	2/20/2023	100.00		241750		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011378	CENTENNIAL POINTE WEST HOA							
I-02072023-CPW	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241751		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011409	CENTRAL MCGOWAN INC							
I-0000221969	BEVERAGES FOR RESALE - OC	E	2/22/2023	25.00		006641		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
000426	CERTIFIED POWER INC							
C-40520627	CR: PLOW CONTROLLER	R	2/20/2023	1,108.79CR		241752		
I-40521186	SPARE PLOW MODULES	R	2/20/2023	1,245.17		241752		136.38
	*** VENDOR TOTALS ***					1 CHECKS		136.38
010049	CINTAS CORPORATION							
I-5142965375	EYE WASH/BNDGE/DISINF - MU	R	2/20/2023	41.83		241753		41.83
	*** VENDOR TOTALS ***					1 CHECKS		41.83
011576	CINTAS CORPORATION							
C-9200913584	CR: BANQUET SUPPLIES - OC	R	2/20/2023	41.12CR		241754		
C-9200913591	CR: BANQUET SUPPLIES -OC	R	2/20/2023	57.99CR		241754		
C-9200913597	CR: BANQUET SUPPLIES -OC	R	2/20/2023	41.12CR		241754		
C-9200913604	CR: BANQUET SUPPLIES -OC	R	2/20/2023	41.12CR		241754		
C-9203208365	CR: UNIFORM RENTAL TB - OCM	R	2/20/2023	21.11CR		241754		
I-4138321579	11/22/22 SVCS - OCM	R	2/20/2023	82.72		241754		
I-4138813201	11/29/22 SVCS - OCM	R	2/20/2023	66.79		241754		
I-4140962918	MAT/UNIFORM RENTAL -OCM	R	2/20/2023	48.75		241754		
I-4141569766	UNIFORM RENTAL -OCM	R	2/20/2023	23.20		241754		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-4142304451	UNIFORM RENTAL - OC M	R	2/20/2023	23.20		241754		
I-4142309466	1/03/23 SVCS - STREETS	R	2/20/2023	427.48		241754		
I-4143679661	MAT RENTALS -LAKESIDE	R	2/20/2023	17.12		241754		
I-4144378578	1/24/23 SVCS - WATER	R	2/20/2023	177.87		241754		
I-4144378634	1/24/23 SVCS - STREETS	R	2/20/2023	598.83		241754		
I-4144530572	1/25/23 SVCS - WASTE WATER	R	2/20/2023	135.51		241754		
I-4145141872	1/31/23 SVCS - STREETS	R	2/20/2023	402.39		241754		
I-4145141995	MAT/UNIFORM RENTALS -PKS	R	2/20/2023	113.23		241754		
I-4145142042	MAT RENTAL - KL	R	2/20/2023	149.86		241754		
I-4145285083	2/01/23 SVCS - WASTE WATER	R	2/20/2023	135.51		241754		
I-4145775620	MAT RENTAL - ACC	R	2/20/2023	63.81		241754		
I-4145775627	2/07/23 SVCS - STREETS	R	2/20/2023	402.39		241754		
I-4145775756	MAT /UNIFORM RENTALS -PKS	R	2/20/2023	113.23		241754		
I-4146496571	MAT RENTALS - CH	R	2/20/2023	61.51		241754		2,840.94
	*** VENDOR TOTALS ***					1 CHECKS		2,840.94
002726	CITY OF DES MOINES TREASURY							
I-129320	FY23 #8 WRA MONTHLY ALLOCATN	R	2/20/2023	498,474.80		241755		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
011718	COMMUNITY BAPTIST CHURCH							
I-02/09/23	STORMWATER BMP REIMBURSEMENT	R	2/20/2023	1,114.16		241756		1,114.16
	*** VENDOR TOTALS ***					1 CHECKS		1,114.16
002559	CONSUMERS ENERGY							
I-02/09/2023	01/02/2023-02/01/2023	E	2/22/2023	2,599.58		006599		2,599.58
	*** VENDOR TOTALS ***					1 CHECKS		2,599.58
011618	CLAUDIA COWIE							
I-WINTER23ARTIST	WINTER 2023 LITTLE ARTIST	R	2/20/2023	106.75		241757		106.75
	*** VENDOR TOTALS ***					1 CHECKS		106.75
001654	CUMMINS, INC							
I-J4-26393	UNIT #225 CLAMP	E	2/22/2023	138.42		006590		138.42
	*** VENDOR TOTALS ***					1 CHECKS		138.42
007254	CUTTER & BUCK							
I-96657551	STOCK MERCH FOR RESALE -OC	R	2/20/2023	325.00		241758		325.00
	*** VENDOR TOTALS ***					1 CHECKS		325.00
001003	ED DANIELS							
I-108964	FILTERS - OC	E	2/22/2023	348.82		006589		
I-108997	FILTERS-CH	E	2/22/2023	156.77		006589		
I-108998	FILTERS -PD	E	2/22/2023	211.38		006589		716.97
	*** VENDOR TOTALS ***					1 CHECKS		716.97

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011723	DAR							
I-02122023-DAR	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241759		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
003099	DELL MARKETING L P							
I-10647931602	DELL SERVER HYPERVAD	R	2/20/2023	4,192.42		241760		4,192.42
	*** VENDOR TOTALS ***					1 CHECKS		4,192.42
000605	DEMCO INC							
I-7255271	CIRCULATION MATERIALS-KL	E	2/22/2023	304.17		006584		304.17
	*** VENDOR TOTALS ***					1 CHECKS		304.17
002660	DENNY ELWELL FAMILY LC							
I-02/2023 TEMP ESMNT 02/2023 TEMPORARY EASEMENT		R	2/20/2023	5,655.00		241761		5,655.00
	*** VENDOR TOTALS ***					1 CHECKS		5,655.00
000758	DES MOINES IRON & SUPPLY CO							
I-1904672961	SHOP BENCH SUPPLIES - PKS	R	2/20/2023	36.10		241762		36.10
	*** VENDOR TOTALS ***					1 CHECKS		36.10
000700	DES MOINES STAMP MFG CO							
I-1210241	NOTARY STAMP - PD	E	2/22/2023	33.00		006587		
I-1210487	NOTARY STAMP - K TAYLOR	E	2/22/2023	33.00		006587		
I-1213288	ADDRESS STAMP - PD	E	2/22/2023	37.00		006587		
I-1213305	PUREMARK 60 -OCM	E	2/22/2023	49.00		006587		152.00
	*** VENDOR TOTALS ***					1 CHECKS		152.00
000160	DES MOINES WATER WORKS							
I-000131 1/30/2023	1/30/2023 STATEMENT	R	2/20/2023	425.00		241763		
I-000186 1/30/23	1/30/2023 STATEMENT	R	2/20/2023	1,410.00		241763		
I-005039 1/26/2023	1/26/2023 STATEMENT	R	2/20/2023	243,161.89		241763		
I-005040 1/26/2023	1/26/2023 STATEMENT	R	2/20/2023	163,556.53		241763		
I-084542 1/26/2023	1/26/2023 STATEMENT	R	2/20/2023	75.00		241763		
I-084793 1/26/2023	1/26/2023 STATEMENT	R	2/20/2023	108,507.99		241763		
I-099890 1/26/2023	1/26/2023 STATEMENT	R	2/20/2023	167,240.59		241763		
I-101656 1/26/2023	1/26/2023 STATEMENT	R	2/20/2023	106,185.76		241763		790,562.76
	*** VENDOR TOTALS ***					1 CHECKS		790,562.76
001327	GL ANKENY LLC							
I-149254 DOW	UNIT #408 AA ADAPTER	R	2/20/2023	210.00		241764		210.00
	*** VENDOR TOTALS ***					1 CHECKS		210.00
000161	DEWEY FORD INC							
I-599906 FOW	UNIT #115 NOX MODULE	R	2/20/2023	201.24		241765		
I-599962 FOW	NOX MODULE - AMBULANCES	R	2/20/2023	201.24		241765		402.48
	*** VENDOR TOTALS ***					1 CHECKS		402.48

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007185	DEZURIK INC							
I-RPI/69001578	CHECK VALVE PARTS - MU	R	2/20/2023	7,336.00		241766		
I-RPI/69001683	CHECK VALVE PARTS - MU	R	2/20/2023	137.42		241766		7,473.42
	*** VENDOR TOTALS ***					1 CHECKS		7,473.42
011431	DINNER DELIGHTS							
I-02/01/2023	2/5 DINNER DELIGHTS CLASSES	R	2/20/2023	1,652.00		241767		1,652.00
	*** VENDOR TOTALS ***					1 CHECKS		1,652.00
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-01/2023 DUES	01/2023 QUARTERLY DUES	R	2/20/2023	12,549.78		241768		12,549.78
	*** VENDOR TOTALS ***					1 CHECKS		12,549.78
009477	DIXON ENGINEERING INC							
I-23-0122	IA2023TSW-4989 DESIGN - MU	R	2/20/2023	860.00		241769		860.00
	*** VENDOR TOTALS ***					1 CHECKS		860.00
009339	DLE SEVEN LLC							
I-02/2023 ROW	02/2023 RIGHT OF WAY	R	2/20/2023	6,680.00		241770		
I-02/2023 TEMP ESMT	02/2023 TEMPORARY EASEMENT	R	2/20/2023	15,010.00		241770		21,690.00
	*** VENDOR TOTALS ***					1 CHECKS		21,690.00
002143	DOORS INC							
I-329831	DOOR CLOSER FOR 3 - FD	E	2/22/2023	511.70		006594		
I-329879	DOOR CLOSER - FS #2	E	2/22/2023	238.00		006594		749.70
	*** VENDOR TOTALS ***					1 CHECKS		749.70
003796	DRAKE UNIVERSITY							
I-01172023-HEADSTART	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241771		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
001380	DULTMEIER SALES							
I-4008961	REPAIR KIT/LIP SEAL - STREETS	R	2/20/2023	445.67		241772		445.67
	*** VENDOR TOTALS ***					1 CHECKS		445.67
000186	ELECTRONIC ENGINEERING							
I-120014656-1	UNIT #96 LIGHTBAR SERVICE	E	2/22/2023	270.00		006573		270.00
	*** VENDOR TOTALS ***					1 CHECKS		270.00
007739	EQUIPMENT MANAGEMENT COMPANY							
I-61797	BATTERIES - FD	E	2/22/2023	723.00		006622		723.00
	*** VENDOR TOTALS ***					1 CHECKS		723.00

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005478	EXCEL MECHANICAL COMPANY INC							
I-160207	SIDEWALK HEATER REPAIR-PD	E	2/22/2023	710.97		006615		
I-160208	HEATER REPAIRS- CH	E	2/22/2023	528.00		006615		
I-160209	HVAC REPAIRS- FS #1	E	2/22/2023	176.00		006615		
I-160210	HVAC REPAIRS -FS2	E	2/22/2023	88.00		006615		
I-160211	HVAC REPAIRS - PD	E	2/22/2023	88.00		006615		1,590.97
	*** VENDOR TOTALS ***					1 CHECKS		1,590.97
000049	FACTORY MOTOR PARTS COMPANY							
C-40-2085013	CR: UNIT #116 BRAKE CALIPER	R	2/20/2023	112.00CR		241773		
I-40-2141470	UNIT #906 RADIATOR	R	2/20/2023	137.52		241773		25.52
	*** VENDOR TOTALS ***					1 CHECKS		25.52
002285	FASTENAL COMPANY							
I-IADES425008	HATCH PIN - STREETS	E	2/22/2023	76.76		006597		
I-IADES425095	NUTS - SNOW PLOWS	E	2/22/2023	18.90		006597		
I-IADES425406	SAFETY GLASSES - PW	E	2/22/2023	214.29		006597		
I-IADES425504	DRILL SET - PW	E	2/22/2023	172.24		006597		482.19
	*** VENDOR TOTALS ***					1 CHECKS		482.19
005631	FBI-LEEDA							
I-42380051-23	2023 ANNUAL DUES-SCHAFFER	R	2/20/2023	50.00		241774		
I-42381412-23	2023 ANNUAL DUES-ECHER	R	2/20/2023	50.00		241774		
I-57341823-23	2023 ANNUAL DUES-FIGUEROA	R	2/20/2023	50.00		241774		
I-57664264-23	2023 ANNUAL DUES-KOVACS	R	2/20/2023	50.00		241774		
I-59689680-23	2023 ANNUAL DUES-CHRISTOPH	R	2/20/2023	50.00		241774		
I-64591047-23	2023 ANNUAL DUES-WILSON	R	2/20/2023	50.00		241774		
I-65692935-23	2023 ANNUAL DUES-WEBB	R	2/20/2023	50.00		241774		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
011600	FINE PROPERTIES LLC							
I-1005	CITY CAR WASHES	E	2/22/2023	567.00		006643		567.00
	*** VENDOR TOTALS ***					1 CHECKS		567.00
011234	FIRE SERVICE TRAINING BUREAU							
I-231323	FIRE INSP/CODE ENF 8TH-JW	R	2/20/2023	78.40		241775		
I-231332	INVST - ROSS BUDDEN	R	2/20/2023	25.00		241775		103.40
	*** VENDOR TOTALS ***					1 CHECKS		103.40
007648	DAIOHS USA INC							
I-652819	COFFEE SERVICES - STREETS	E	2/22/2023	133.50		006621		133.50
	*** VENDOR TOTALS ***					1 CHECKS		133.50

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002078	FOTH & VAN DYKE LLC							
I-81468	PRAIRIE TRAIL IV WETLAND	E	2/22/2023	2,191.65		006593		2,191.65
	*** VENDOR TOTALS ***					1 CHECKS		2,191.65
010852	FOUNTAIN POINTE HOA							
I-01262023-FOUNTAIN	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241776		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002635	FUN EXPRESS LLC							
I-722537113-01	CRAYONS/ENVELOPE-P&R	R	2/20/2023	52.13		241777		52.13
	*** VENDOR TOTALS ***					1 CHECKS		52.13
000211	GALE							
I-80612335	FEB BASIC 8 PLAN -KL	E	2/22/2023	183.68		006574		
I-80612483	FEB CORE 8 PLAN	E	2/22/2023	237.66		006574		
I-80631080	FEB WHEELER HRDCVR 5 PLN	E	2/22/2023	109.46		006574		
I-80648720	FEBRUARY CHRISTIAN ROMANCE 5	E	2/22/2023	98.21		006574		
I-80648770	FEB BIOGRAPHY 2 PLAN	E	2/22/2023	51.73		006574		
I-80649312	FEB CHRISTIAN ROMANCE 4 PLAN	E	2/22/2023	70.47		006574		751.21
	*** VENDOR TOTALS ***					1 CHECKS		751.21
003712	GALLS, LLC							
I-023181968	NAMEPLATE - PD	R	2/20/2023	21.92		241778		
I-023280001	UNIFORM - FD	R	2/20/2023	67.96		241778		
I-023292962	UNIFORM - FD	R	2/20/2023	64.80		241778		
I-023292963	UNIFORM - FD	R	2/20/2023	64.80		241778		
I-023313940	UNIFORM - PD	R	2/20/2023	13.60		241778		
I-023339903	UNIFORM - FD	R	2/20/2023	68.41		241778		
I-023339904	UNIFORM - FD	R	2/20/2023	67.39		241778		
I-023349444	UNIFORM - FD	R	2/20/2023	169.95		241778		
I-023364884	UNIFORMS - PD	R	2/20/2023	96.80		241778		
I-023378979	UNIFORM - PD	R	2/20/2023	198.00		241778		
I-023378982	UNIFORMS - PD	R	2/20/2023	63.41		241778		
I-023397042	UNIFORM - FD	R	2/20/2023	151.49		241778		
I-023397043	UNIFORMS - FD	R	2/20/2023	151.48		241778		1,200.01
	*** VENDOR TOTALS ***					1 CHECKS		1,200.01
008445	WHITNEY R GARCIA							
I-JANUARY 2023	JANUARY 2023 MILEAGE REIMBURSE	E	2/22/2023	12.45		006649		12.45
	*** VENDOR TOTALS ***					1 CHECKS		12.45
004643	DEBRA L GERVAIS							
I-3/31/23-4/4/23	TRAVEL ADVANCE	E	2/22/2023	2,000.00		006609		2,000.00
	*** VENDOR TOTALS ***					1 CHECKS		2,000.00

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011387	GINGERICH WELL & PUMP SERVICE,							
I-PAY6FNL-WELL7/ASR3	PAY6FINAL-WELL NO7/ASR NO3/WEL	R	2/20/2023	18,948.10		241779		18,948.10
011387	GINGERICH WELL & PUMP SERVICE,							
I-RTNG-WELL7/ASR3/	RTNG-WELL NO7/ARS NO3/WELL CON	R	2/20/2023	171,727.23		241780		171,727.23
	*** VENDOR TOTALS ***					2 CHECKS		190,675.33
009054	GPS INDUSTRIES LLC							
I-CON010500	CNTRL/TRKNG/ADMN/VSAGE 02/2023	R	2/20/2023	2,189.00		241781		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
000227	GRAINGER							
C-9594870728	CR: ROUND SWITCH	E	2/22/2023	91.87CR		006575		
C-9594870736	CR: WEATHERSTRIP - FD	E	2/22/2023	65.65CR		006575		
I-9546524878	BULK OIL NOZZLE - CG	E	2/22/2023	12.85		006575		
I-9546524886	SOLENOID AIR CTRL-PLOW TRUCKS	E	2/22/2023	260.44		006575		
I-9546524902	BULK OIL NOZZLE - CG	E	2/22/2023	35.06		006575		
I-9593765655	ROUND SWITCH -PW	E	2/22/2023	91.87		006575		
I-9593765663	WEATHERSTRIP - FD	E	2/22/2023	65.65		006575		
I-9597938696	URINAL SEAL - PD	E	2/22/2023	5.73		006575		
I-9597938704	DRAIN CLEANING CABLE-PKS	E	2/22/2023	29.95		006575		344.03
	*** VENDOR TOTALS ***					1 CHECKS		344.03
004265	THE GREATER DES MOINES							
I-4017383	2023 INVESTOR COMMITMENT	R	2/20/2023	30,000.00		241782		30,000.00
	*** VENDOR TOTALS ***					1 CHECKS		30,000.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-23480	1/13/23 COLD MIX	R	2/20/2023	795.20		241783		
I-23502	1/20/23 COLD MIX	R	2/20/2023	1,598.40		241783		
I-PAY 4-DELOWRE HMA	PAY 4-SE DELAWARE HMA WDNG	R	2/20/2023	136,937.94		241783		139,331.54
	*** VENDOR TOTALS ***					1 CHECKS		139,331.54
000691	OMG MIDWEST, INC							
I-1750505	CONCRETE SAND - PKS	E	2/22/2023	57.26		006585		57.26
	*** VENDOR TOTALS ***					1 CHECKS		57.26
009448	PAULA KAY CASKEY							
I-16	PATCH/FLAG/PANTS HEMMING-FD	E	2/22/2023	110.00		006631		110.00
	*** VENDOR TOTALS ***					1 CHECKS		110.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-156544	UNIT #403 SPRAY ON LINER	R	2/20/2023	495.00		241784		495.00
	*** VENDOR TOTALS ***					1 CHECKS		495.00

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001978	HAWKINS INC							
I-6397661	BALL VALVE/VALVE ASM - MU	R	2/20/2023	347.43		241785		347.43
	*** VENDOR TOTALS ***					1 CHECKS		347.43
003452	HDR ENGINEERING INC							
I-10345779 #8	PAY 8- NW IRV ELVTD STRG TNK	R	2/20/2023	18,480.00		241786		18,480.00
	*** VENDOR TOTALS ***					1 CHECKS		18,480.00
002773	HERC-U-LIFT							
I-S0128028	BRUSH ASSY DISK - STREETS	E	2/22/2023	496.40		006602		496.40
	*** VENDOR TOTALS ***					1 CHECKS		496.40
003098	HOTSY CLEANING SYSTEMS IN							
I-0212009-IN	SALT LICK - PW	E	2/22/2023	1,885.00		006603		
I-0212010-IN	FLEETWASH - STREETS	E	2/22/2023	525.00		006603		
I-0212298-IN	MAT CLAMPS - PW	E	2/22/2023	27.30		006603		2,437.30
	*** VENDOR TOTALS ***					1 CHECKS		2,437.30
005531	HR GREEN INC							
I-159904 #6	PAY 6-SW STATE ST FIBER OP REL	E	2/22/2023	6,005.00		006616		6,005.00
	*** VENDOR TOTALS ***					1 CHECKS		6,005.00
000959	PAUL HUBBARD							
I-01/23-02/23PARKOUR	FY23 JAN-FEB PARKOUR	E	2/22/2023	2,114.40		006645		2,114.40
	*** VENDOR TOTALS ***					1 CHECKS		2,114.40
000253	HY-VEE INC							
I-011304	SNOW PLOW MEAL	R	2/20/2023	186.40		241787		
I-687222	BREAK ROOM SUPPLIES - PW	R	2/20/2023	104.12		241787		290.52
	*** VENDOR TOTALS ***					1 CHECKS		290.52
008906	IMAGE TREND INC							
I-140709	MYEMSCARE MONTHLY FEE - FD	E	2/22/2023	83.33		006627		83.33
	*** VENDOR TOTALS ***					1 CHECKS		83.33
011724	IMPACT COMMUNITY ACTION PARTNE							
I-02042023-IMPACT	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241788		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
009565	INFOSEND INCORPORATED							
I-228420	01/2023 MAIL SERVICES	R	2/20/2023	8,434.19		241789		
I-229162	01/2023 MAIL SERVICES	R	2/20/2023	4,098.22		241789		12,532.41
	*** VENDOR TOTALS ***					1 CHECKS		12,532.41

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000263	INLAND TRUCK PARTS							
I-IN-1312632	UNIT #122 PARTS	E	2/22/2023	145.84		006576		145.84
	*** VENDOR TOTALS ***					1 CHECKS		145.84
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007108	BATTERIES - FD	R	2/20/2023	70.80		241790		70.80
	*** VENDOR TOTALS ***					1 CHECKS		70.80
000266	INTERSTATE BATTERY SYSTEM							
I-4011887	UNIT #71 BATTERY	E	2/22/2023	191.95		006577		
I-600893	UNIT #228 BATTERY	E	2/22/2023	111.95		006577		
I-854026	UNIT #664 BATTERY	E	2/22/2023	149.95		006577		453.85
	*** VENDOR TOTALS ***					1 CHECKS		453.85
011711	IOWA AGRICULTURE WATER ALLIANC							
I-12192022-IAWA	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241791		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
005442	IOWA ASSOC OF PROF FIRE CHIEFS							
I-2023 MEMBERSHIP	2023 FIRE CHIEF MEMBER DUES	R	2/20/2023	100.00		241792		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011721	IOWA COUNCIL TEACHERS OF MATHE							
I-06152023-ICTM	CANCELLATION REFUND	R	2/20/2023	200.00		241793		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
003226	IOWA ONE CALL							
I-248171	12/31/22 FTP - MU	E	2/22/2023	610.20		006606		
I-248455	12/31/22 EMAIL - TRAFFIC	E	2/22/2023	96.30		006606		706.50
	*** VENDOR TOTALS ***					1 CHECKS		706.50
000644	IOWA SIGNAL INC							
I-PAY2FNL-DEL FIBER	PAY2 FINAL-DELAWARE FIBER OPT	R	2/20/2023	14,667.76		241794		14,667.76
000644	IOWA SIGNAL INC							
I-RTNG-DEL FIBER	RTNG-DELAWARE FIBER OPTIC	R	2/20/2023	5,806.99		241795		5,806.99
	*** VENDOR TOTALS ***					2 CHECKS		20,474.75
005238	STEVEN K JACKSON							
I-12/24/22-1/28/23	12/24/22-1/28/23 SNOW REMOVAL	E	2/22/2023	1,758.00		006613		1,758.00
	*** VENDOR TOTALS ***					1 CHECKS		1,758.00
007827	JEO CONSULTING GROUP INC							
I-200170.02 #8	PAY 8-SE 3RD ST IMPRVMENTS -P2	E	2/22/2023	6,340.00		006623		6,340.00
	*** VENDOR TOTALS ***					1 CHECKS		6,340.00

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003628	JERICO SERVICES INC							
I-0085144-IN	6000 GAL CALCIUM - PW	R	2/20/2023	8,100.00		241796		8,100.00
	*** VENDOR TOTALS ***					1 CHECKS		8,100.00
011579	BRANDT JOHNSON							
I-1/31/2023	1/4/23-1/17/23 MILEAGE	E	2/22/2023	41.92		006655		41.92
	*** VENDOR TOTALS ***					1 CHECKS		41.92
000693	KBC, INC							
I-7138031	MOTOR FOR HEATER- FS3	E	2/22/2023	422.43		006586		422.43
	*** VENDOR TOTALS ***					1 CHECKS		422.43
011541	KARL OF STORY CITY, LLC							
I-2/10/2023	FY23 PATROL CARS	R	2/20/2023	45,228.00		241797		45,228.00
	*** VENDOR TOTALS ***					1 CHECKS		45,228.00
000065	RENEWABLE ENERGY GROUP INC							
I-570805	2/02/23 70/30 BLEND/87E10	E	2/22/2023	22,492.44		006571		
I-570876	2/10/23 80/20 BLEND/87E10	E	2/22/2023	21,412.65		006571		43,905.09
	*** VENDOR TOTALS ***					1 CHECKS		43,905.09
004783	KELTEK INCORPORATED							
I-7603	UNIT #240 PARTS	E	2/22/2023	752.84		006610		
I-7607	UNIT #226 PARTS	E	2/22/2023	188.21		006610		941.05
	*** VENDOR TOTALS ***					1 CHECKS		941.05
011720	LAURA FRANCES KEYES							
I-02/07/2023	2/7/23 HISTORY OF HERSHEY	R	2/20/2023	250.00		241798		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
009201	KIESLER POLICE SUPPLY INC							
I-IN195229	FEDERAL LE223T1 AMMO	E	2/22/2023	9,568.40		006628		9,568.40
	*** VENDOR TOTALS ***					1 CHECKS		9,568.40
000581	MIDWEST MOTOR SUPPLY CO INC							
I-100698328	SHOP BOLT BIN - PKS	E	2/22/2023	959.82		006582		
I-100722237	HOSES - CG	E	2/22/2023	87.00		006582		1,046.82
	*** VENDOR TOTALS ***					1 CHECKS		1,046.82
008587	KINZLER CONSTRUCTION SERVICES							
I-2301547.0001	DOOR REPAIR - WATER SHOP	R	2/20/2023	251.50		241799		251.50
	*** VENDOR TOTALS ***					1 CHECKS		251.50

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002306	KNOX ASSOCIATES INC							
I-INV-KA-159311	KNOXCONNECT - FD	E	2/22/2023	576.00		006598		576.00
	*** VENDOR TOTALS ***					1 CHECKS		576.00
011719	DAVID KNUDSON							
I-2/10/2023	MAILBOX REPLACEMENT	R	2/20/2023	95.38		241800		95.38
	*** VENDOR TOTALS ***					1 CHECKS		95.38
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-7418	2/3/23 NUISANCE SNOW REMOVAL	E	2/22/2023	175.00		006654		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230131	AVCC SBSRT 1/1/23-1/31/23	E	2/22/2023	500.00		006642		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
009412	LIBRARY FURNITURE INTERNATIONAL							
I-8297	ADJUSTABLE SHELVES-KL	R	2/20/2023	1,723.00		241801		1,723.00
	*** VENDOR TOTALS ***					1 CHECKS		1,723.00
000402	LINDE GAS & EQUIPMENT							
I-33961112	WELDING RENTAL - PKS	R	2/20/2023	42.22		241802		
I-33961972	MEDICAL OXYGEN - FD	R	2/20/2023	1,912.53		241802		1,954.75
	*** VENDOR TOTALS ***					1 CHECKS		1,954.75
009473	MACQUEEN EQUIPMENT, LLC							
I-P18734	#273 PARTS	R	2/20/2023	1,118.46		241803		1,118.46
	*** VENDOR TOTALS ***					1 CHECKS		1,118.46
009590	MAINSTREAM LIVING							
I-12142022-ML	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241804		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002207	MANATTS INC							
I-5088023	12/01/22 M-4 NO ASH	E	2/09/2023	1,189.00		006565		
I-5089081	12/14/22 M-4 NO ASH	E	2/09/2023	865.00		006565		2,054.00
002207	MANATTS INC							
I-5089740	1/10/23 M-4 NO ASH	E	2/22/2023	992.50		006595		
I-5090120	1/20/23 M4 NO ASH	E	2/22/2023	987.00		006595		1,979.50
	*** VENDOR TOTALS ***					2 CHECKS		4,033.50
002183	MCCLURE ENGINEERING CO							
I-2022000919-000 #7	PAY 7-SW STATE ST RECON-SB LNS	R	2/20/2023	389.45		241805		389.45
	*** VENDOR TOTALS ***					1 CHECKS		389.45

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001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-25903	JAN 2023 SERVICES	E	2/22/2023	5,048.50		006591		5,048.50
	*** VENDOR TOTALS ***					1 CHECKS		5,048.50
004747	MENARDS							
C-80845	CR: SOOW CABLE - PW	R	2/20/2023	52.50CR		241806		
C-80873 01/24/2023	CR: WAS FREE SEALS -PW	R	2/20/2023	10.98CR		241806		
I-80206	MISC STREET SUPPLIES - PW	R	2/20/2023	90.83		241806		
I-80547	UNIT #118 GFCI OUTLET	R	2/20/2023	21.89		241806		
I-80559	GANG BOX/BLNK CVR - CH	R	2/20/2023	8.54		241806		
I-80581	ICE MELT - PKS	R	2/20/2023	19.98		241806		
I-80582	BUILDING SUPPLIES - MU	R	2/20/2023	240.97		241806		
I-80588	SHOVELS/GEL/SAW/TUBING - FD	R	2/20/2023	61.17		241806		
I-80604	TAILPIECE TUBING - FD	R	2/20/2023	4.49		241806		
I-80609	SEWER SUPPLIES - MU	R	2/20/2023	124.98		241806		
I-80652	SEWER/BUILDING SUPPLIES - MU	R	2/20/2023	296.38		241806		
I-80701	BRUSHES/GLUE/LED - FD	R	2/20/2023	72.32		241806		
I-80711	WIRE/CABLE/SPLICESLEEVE/PW	R	2/20/2023	76.85		241806		
I-80848	WAX SEALS - PD	R	2/20/2023	16.47		241806		
I-80849	COUPLING/ADPTR/BRSH/KIT-PD	R	2/20/2023	50.81		241806		
I-80879	GRNDED CUBE TAP/CHARMIN-PRSC	R	2/20/2023	29.46		241806		
I-80901	CONCRETE REPAIR MORTAR - MU	R	2/20/2023	53.91		241806		
I-80909	FRIG/SAUCE/VALVE/MICROWVE-PRSC	R	2/20/2023	777.53		241806		
I-80966	BLADE CONNECTOR - FD	R	2/20/2023	23.28		241806		
I-81031	PVC/TAPE/ORGANIZER - MU	R	2/20/2023	40.22		241806		
I-81182	RAIL POST/KIT/CAP/ADD #S-PW	R	2/20/2023	116.75		241806		
I-81187	POST KIT - STREETS	R	2/20/2023	26.99		241806		
I-81203	MOUNT BOARD/MOUNT/PADS-PW	R	2/20/2023	67.03		241806		
I-81243	PERSONNEL BOARD - FD	R	2/20/2023	135.80		241806		2,293.17
	*** VENDOR TOTALS ***					1 CHECKS		2,293.17
007664	MERCY NORTH PHARMACY							
I-2/9/2023	EMS PHARMACY - FD	R	2/20/2023	991.86		241807		991.86
	*** VENDOR TOTALS ***					1 CHECKS		991.86
009296	MERRITT COMPANY INC							
I-63415	JANITORIAL SUPPLIES - FS#1	R	2/20/2023	188.62		241808		
I-63416	JANITORIAL SUPPLIES -KL	R	2/20/2023	1,650.23		241808		
I-63417	JANITORIAL SUPPLIES - PSB	R	2/20/2023	589.84		241808		
I-63418	JANITORIAL SUPPLIES - PW	R	2/20/2023	77.78		241808		
I-63419	ACC CLEANING SUPPLIES	R	2/20/2023	1,237.04		241808		3,743.51
	*** VENDOR TOTALS ***					1 CHECKS		3,743.51

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005317	MID AMERICAN SIGNAL INC							
I-23-038	ATC SIGNAL CONTROLLERS	E	2/22/2023	6,430.00		006614		6,430.00
	*** VENDOR TOTALS ***					1 CHECKS		6,430.00
008058	CTB MIDWEST INC							
I-1826505 RI	WINTER STREET SUPPLIES - PW	E	2/22/2023	9.89		006625		9.89
	*** VENDOR TOTALS ***					1 CHECKS		9.89
011606	MIDWEST CRITICAL POWER LLC							
I-1099	FIRE STATION 2 GEN REPAIR	R	2/20/2023	5,141.24		241809		
I-1185	FS#1 GEN REPAIRS	R	2/20/2023	1,742.00		241809		6,883.24
	*** VENDOR TOTALS ***					1 CHECKS		6,883.24
000945	MIDWEST WHEEL COMPANIES							
C-3106498-00	CR: UNIT #246 CORE	R	2/20/2023	72.00CR		241810		
I-3072707-02	UNIT #403 MUD GUARDS	R	2/20/2023	42.03		241810		
I-3104341-00	UNIT #246 SUPPLIES	R	2/20/2023	273.90		241810		
I-3111244-00	SHOP SUPPLIES - CG	R	2/20/2023	2.34		241810		
I-3112060-00	UNIT #559 PARTS	R	2/20/2023	146.18		241810		
I-3113479-00	UNIT #172 PARTS	R	2/20/2023	7.63		241810		
I-3113633-00	UNIT #122 PARTS	R	2/20/2023	6.74		241810		406.82
	*** VENDOR TOTALS ***					1 CHECKS		406.82
1	AHLERS, KATE							
I-000202302149638	US REFUND	R	2/20/2023	52.60		241705		52.60
1	ALLISON, JEREMY							
I-000202302149648	US REFUND	R	2/20/2023	31.79		241706		31.79
1	ASAUD, ALLIE							
I-000202302149646	US REFUND	R	2/20/2023	61.11		241707		61.11
1	BEECH, GAIL							
I-000202302149654	US REFUND	R	2/20/2023	52.26		241708		52.26
1	BLUE OX SPIRITS							
I-000202302149663	US REFUND	R	2/20/2023	45.80		241709		45.80
1	CHAPPELEAR, AMARA							
I-000202302149651	US REFUND	R	2/20/2023	54.04		241710		54.04
1	CHARLTON, MATT							
I-000202302149662	US REFUND	R	2/20/2023	65.48		241711		65.48

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	COOPER, JULIUS							
I-000202302149652	US REFUND	R	2/20/2023	62.94		241712		62.94
1	DRAEGER, MALLORY							
I-000202302149653	US REFUND	R	2/20/2023	60.40		241713		60.40
1	FIGGINS, ANTHONY							
I-000202302149655	US REFUND	R	2/20/2023	100.00		241714		100.00
1	FRAMPTON, NIKKI							
I-000202302149644	US REFUND	R	2/20/2023	46.95		241715		46.95
1	FRAZIER, HANNAH							
I-000202302149643	US REFUND	R	2/20/2023	58.31		241716		58.31
1	HARTY, MOLLY							
I-000202302149658	US REFUND	R	2/20/2023	22.32		241717		22.32
1	HEMMEN, AUSTIN							
I-000202302149656	US REFUND	R	2/20/2023	7.64		241718		7.64
1	KIMBALL, LAUREN							
I-000202302149661	US REFUND	R	2/20/2023	100.00		241719		100.00
1	KNOX TRUCKING							
I-000202302149645	US REFUND	R	2/20/2023	46.81		241720		46.81
1	KUENNEN, MICHAELA							
I-000202302149639	US REFUND	R	2/20/2023	57.24		241721		57.24
1	LORD, GABRIELLA							
I-000202302149660	US REFUND	R	2/20/2023	42.09		241722		42.09
1	MARTINEZ, BIANCA							
I-000202302149657	US REFUND	R	2/20/2023	9.12		241723		9.12
1	OHGE, NATHAN							
I-000202302149634	US REFUND	R	2/20/2023	65.44		241724		65.44
1	OWENS, RYAN							
I-000202302149633	US REFUND	R	2/20/2023	44.50		241725		44.50
1	PINKERTON, HAYLEY							
I-000202302149637	US REFUND	R	2/20/2023	65.43		241726		65.43

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1	SAMTILLAN, VERONICA							
I-000202302149649	US REFUND	R	2/20/2023	31.39		241727		31.39
1	SCHMIDT, JOHN							
I-000202302149642	US REFUND	R	2/20/2023	52.54		241728		52.54
1	SHEAR, KALLIE							
I-000202302149647	US REFUND	R	2/20/2023	50.63		241729		50.63
1	SIMMS, ROSS							
I-000202302149650	US REFUND	R	2/20/2023	97.46		241730		97.46
1	STEWART, KESIA							
I-000202302149640	US REFUND	R	2/20/2023	60.26		241731		60.26
1	SUNSTRUM, JOHN & PAT							
I-000202302149659	US REFUND	R	2/20/2023	60.88		241732		60.88
1	TA, TINA							
I-000202302149641	US REFUND	R	2/20/2023	19.15		241733		19.15
1	WESTBROOKE, JASMINE							
I-000202302149636	US REFUND	R	2/20/2023	97.37		241734		97.37
1	WILLOUGHBY, JEFFREY							
I-000202302149635	US REFUND	R	2/20/2023	64.34		241735		64.34
			*** VENDOR TOTALS ***			31 CHECKS		1,686.29
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-58430	01/23 COLLECTION FEES	R	2/20/2023	645.37		241811		
I-58431	01/23 COLLECTION FEES-OLD	R	2/20/2023	113.50		241811		758.87
			*** VENDOR TOTALS ***			1 CHECKS		758.87
000350	MUNICIPAL SUPPLY INC							
I-0859884-IN	LOCATOR - MU	R	2/20/2023	1,949.40		241812		
I-0860077-IN	METERS - MU	R	2/20/2023	11,530.00		241812		
I-0860293-IN	DISTRIBUTION PARTS - MU	R	2/20/2023	4,272.00		241812		
I-0860359-IN	METERS - MU	R	2/20/2023	33,560.00		241812		
I-0860795-IN	DISTRIBUTION PARTS - MU	R	2/20/2023	3,279.20		241812		
I-0860994-IN	BRASS PLUG - MU	R	2/20/2023	44.55		241812		
I-0861348-IN	WELL SUPPLIES - MU	R	2/20/2023	25.80		241812		
I-0861611-IN	DISTRIBUTION PARTS - MU	R	2/20/2023	719.68		241812		
I-0861612-IN	DISTRIBUTION PARTS - MU	R	2/20/2023	363.10		241812		
I-0861613-IN	METERS - MU	R	2/20/2023	651.01		241812		56,394.74
			*** VENDOR TOTALS ***			1 CHECKS		56,394.74

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003057	NAPA AUTO PARTS							
C-2986-704354	UNIT #302 CORE DEPOSIT	R	2/20/2023	18.00CR		241813		
C-2986-705163	CR: UNIT #228 CORE DEP/BELT	R	2/20/2023	98.34CR		241813		
C-694569	DOUBLE PYMT CR: STATEMENT CORRECTION	R	2/20/2023	18.70CR		241813		
I-2986-704027	GREASE - CG	R	2/20/2023	218.99		241813		
I-2986-704271	UNIT #234 OIL FILTER	R	2/20/2023	10.12		241813		
I-2986-704385	SMALL ENGINE PARTS - FD	R	2/20/2023	82.43		241813		
I-2986-704525	UNIT #927 PARTS	R	2/20/2023	23.01		241813		
I-2986-704537	OIL/FUEL/AIR FILTERS - CG	R	2/20/2023	154.56		241813		
I-2986-704694	TOWELS - OCM	R	2/20/2023	74.70		241813		
I-2986-704727	UNIT #687 ALTERNATOR BEARING	R	2/20/2023	62.13		241813		
I-2986-704829	OIL/FUEL/AIR FILTERS - CG	R	2/20/2023	125.53		241813		
I-2986-704945	SHOP SUPPLIES - CG	R	2/20/2023	5.04		241813		
I-2986-704951	UNIT #828 OIL FILTER/OIL	R	2/20/2023	53.98		241813		
I-2986-705040	UNIT #828 AIR FILTER	R	2/20/2023	22.48		241813		
I-2986-705085	DRAIN VALVE - CG	R	2/20/2023	42.83		241813		
I-2986-705139	UNIT #228 ALTERNATOR/CORE DEP	R	2/20/2023	217.08		241813		
I-2986-705141	OIL/AIR/FUEL FILTERS - CG	R	2/20/2023	128.73		241813		
I-2986-705159	UNIT #201 BLISTER PACK CAPSULE	R	2/20/2023	24.52		241813		
I-2986-705217	OIL FILTER - CG	R	2/20/2023	16.00		241813		
I-2986-705231	UNIT 824/862 OIL/FUEL/TIRE SHN	R	2/20/2023	44.94		241813		
I-2986-705462	UNIT #824 /867 AIR FILTER - OC	R	2/20/2023	24.22		241813		
I-702417	AIR FILTERS/FUSE - CG	R	2/20/2023	43.74		241813		1,239.99
	*** VENDOR TOTALS ***					1 CHECKS		1,239.99
011712	REBECCA NATH							
I-12192022-RN	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241814		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
003164	NILLES ASSOCIATES INC							
I-22128.01	DEVELOPMENT CONCEPTS	E	2/22/2023	2,500.00		006605		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
010009	NORLEM TECHNOLOGY CONSULTING I							
I-25505	FIREWALL TO PCSO FIBER	E	2/22/2023	9,221.45		006635		9,221.45
	*** VENDOR TOTALS ***					1 CHECKS		9,221.45
011256	NORTHWESTERN UNIVERSITY COMMAN							
I-27144	LUNCHEON - ECHER	R	2/20/2023	30.00		241815		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
011656	NOVELTY PLUS WHOLESALE, INCORP							
I-9794	SAFETY EQUIPMENT - STREETS	E	2/22/2023	547.34		006644		
I-9798	APPAREL - CG	E	2/22/2023	595.17		006644		1,142.51
	*** VENDOR TOTALS ***					1 CHECKS		1,142.51

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010326	BRIAN M. NUSS							
I-02062327614	AIR IMPACT - CG	R	2/20/2023	665.00		241816		665.00
	*** VENDOR TOTALS ***					1 CHECKS		665.00
000367	O'HALLORAN INTERNATIONAL							
I-31P186583	UNIT #268 PARTS	E	2/22/2023	240.63		006578		
I-31P186883	UNIT #246 RADIATOR	E	2/22/2023	950.55		006578		
I-31P187559	UNIT #225 PARTS	E	2/22/2023	854.14		006578		
I-31P187595	UNIT #122 ORING	E	2/22/2023	4.99		006578		2,050.31
	*** VENDOR TOTALS ***					1 CHECKS		2,050.31
000837	O'REILLY AUTOMOTIVE INC							
I-0295-314852	RESTORATION COMPOUND/POLISH-MU	E	2/22/2023	55.96		006588		
I-0295-321669	STRING INSERT/VALVE TOOL - MU	E	2/22/2023	19.32		006588		
I-0295-323053	#743 PAINT	E	2/22/2023	14.98		006588		90.26
	*** VENDOR TOTALS ***					1 CHECKS		90.26
011725	SELFIA OCHOA							
I-02/18/2023 REFUND	2/18/23 REFUND LAKESIDE CENTER	R	2/20/2023	222.50		241817		222.50
	*** VENDOR TOTALS ***					1 CHECKS		222.50
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000286230	2/01/23-2/28/23 WORLDSHARE ILL	E	2/22/2023	47.69		006620		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69
003727	ODP BUSINESS SOLUTIONS, LLC							
C-288461813001	CR: CALENDAR/DESKPAD - MU	R	2/20/2023	25.80CR		241818		
I-284630635001	STANDING DESK - PD	R	2/20/2023	430.49		241818		
I-285972135001	TAGS/INK - MU	R	2/20/2023	57.30		241818		
I-289047347001	OFFICE SUPPLIES - PSB	R	2/20/2023	490.23		241818		
I-289085315001	NITRILE GLOVES - PD	R	2/20/2023	299.80		241818		
I-289085676001	NITRILE GLOVES - PD	R	2/20/2023	149.90		241818		
I-289750481001	KLEENEX/WIPES/ENVELOPS-KL	R	2/20/2023	313.88		241818		
I-289809732001	DESK ORGANIZER/FOOTREST-FD	R	2/20/2023	131.03		241818		
I-289810891001	CALENDAR - FD	R	2/20/2023	13.99		241818		
I-289810892001	OFFICE SUPPLIES - FD	R	2/20/2023	145.92		241818		
I-290174650001	DOCUMENT COVERS - HR	R	2/20/2023	6.82		241818		
I-291399520001	OFFICE SUPPLIES - PSB	R	2/20/2023	632.79		241818		2,646.35
	*** VENDOR TOTALS ***					1 CHECKS		2,646.35
007878	OVERDRIVE INC							
I-06497CO23044886	MULTIMEDIA - KL	R	2/20/2023	962.07		241819		
I-06497CO23044978	MULTIMEDIA - KL	R	2/20/2023	103.48		241819		
I-06497DA23033540	MULTIMEDIA - KL	R	2/20/2023	95.52		241819		
I-06497DA23040463	MULTIMEDIA - KL	R	2/20/2023	75.00		241819		
I-06497DA23042084	MULTIMEDIA -KL	R	2/20/2023	92.50		241819		1,328.57
	*** VENDOR TOTALS ***					1 CHECKS		1,328.57

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003105	P & M APPAREL							
I-52329	UNIFORMS - FD	E	2/22/2023	192.00		006604		192.00
	*** VENDOR TOTALS ***					1 CHECKS		192.00
000055	C2G CORPORATION							
I-CG18132	SHOP SUPPLIES - CG	R	2/20/2023	886.37		241820		886.37
	*** VENDOR TOTALS ***					1 CHECKS		886.37
000699	THE PENWORTHY COMPANY							
I-0588122-IN	MISC BOOKS - KL	R	2/20/2023	980.22		241821		980.22
	*** VENDOR TOTALS ***					1 CHECKS		980.22
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-42032158	BEVERAGES FOR RESALE-OC	E	2/22/2023	332.49		006601		332.49
	*** VENDOR TOTALS ***					1 CHECKS		332.49
004611	PETTY CASH							
I-02/14/23 PARKS	REPLACEMENT PARKS FRONT DESK	R	2/20/2023	100.00		241822		
I-2023 HWKY STARTUP	2023 HAWKEYE/MIRACLE PARK STRT	R	2/20/2023	775.00		241822		875.00
	*** VENDOR TOTALS ***					1 CHECKS		875.00
000384	PITNEY BOWES INC							
I-1022470889	11/2022-02/2023 RENTAL - KL	E	2/22/2023	135.00		006579		135.00
	*** VENDOR TOTALS ***					1 CHECKS		135.00
000602	POLK COUNTY FIRE CHIEFS ASSOCI							
I-FY23	ANNUAL MEMBERSHIP DUES	R	2/20/2023	25.00		241823		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-D1F71F04 1/25/23	STORMWATER FEE-HAMILTON DR	R	2/20/2023	7.32		241824		7.32
	*** VENDOR TOTALS ***					1 CHECKS		7.32
009386	POMP'S TIRE SERVICE, INC							
I-1400101551	#246 STEER TIRES	E	2/22/2023	1,302.00		006630		
I-1400101713	#120 DRIVE TIRES	E	2/22/2023	2,312.00		006630		
I-1400101815	TIRES - SQUAD CARS	E	2/22/2023	661.00		006630		4,275.00
	*** VENDOR TOTALS ***					1 CHECKS		4,275.00
004957	PRIORITY EXCAVATING LLC							
I-PAY3FINAL-ANKWTRMN	PAY 3 FINAL-ANKENY BVD WTR MN	R	2/20/2023	7,980.00		241825		7,980.00
004957	PRIORITY EXCAVATING LLC							
I-RTNG-ANKBVDWTRMN	RTNG-ANKENY BLVD WTR MAIN	R	2/20/2023	5,902.10		241826		5,902.10
	*** VENDOR TOTALS ***					2 CHECKS		13,882.10

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008162	QUESTCDN.COM							
I-INV-0070	2023 PCC PAVEMENT/RECON PRGM	R	2/20/2023	930.00		241827		930.00
	*** VENDOR TOTALS ***					1 CHECKS		930.00
006390	QUILL CORPORATION							
I-167533230	POCKET FOLDERS -P&R	R	2/20/2023	19.44		241828		
I-167537488	PAPER -P & R	R	2/20/2023	44.88		241828		64.32
	*** VENDOR TOTALS ***					1 CHECKS		64.32
003538	GET SOME GUNS, LLC							
I-20-693253	BALLISTIC VEST - PD	R	2/20/2023	783.00		241829		
I-20-693380	UNIFORMS - PD	R	2/20/2023	349.14		241829		1,132.14
	*** VENDOR TOTALS ***					1 CHECKS		1,132.14
003960	RDG IA INC							
I-52915 #10	PAY 10-4MILE CRK TRIB/RESTORTN	R	2/20/2023	6,887.75		241830		6,887.75
	*** VENDOR TOTALS ***					1 CHECKS		6,887.75
010311	REAL FOOD 4 KIDS							
I-02/01/2023	1/11-2/22/23 KIDS COOKING	E	2/22/2023	3,696.00		006638		3,696.00
	*** VENDOR TOTALS ***					1 CHECKS		3,696.00
000587	RED WING SHOE STORE							
I-462-1-53147	BOOTS - NICK FAZIO	E	2/22/2023	140.00		006583		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
008509	REDBUD LLC							
I-PAY 2-HTT LNDSCPE	PAY 2-HTT EXT LANDSCAPE IMP	R	2/20/2023	9,177.00		241831		9,177.00
	*** VENDOR TOTALS ***					1 CHECKS		9,177.00
003999	RINGCENTRAL INC							
I-CD_000528576	01/26/23-02/25/23 STATEMENT	E	2/22/2023	5,591.83		006608		5,591.83
	*** VENDOR TOTALS ***					1 CHECKS		5,591.83
004079	STRAWBERRY PATCH							
I-93989	UNIFORMS - CD	R	2/20/2023	1,319.00		241832		1,319.00
	*** VENDOR TOTALS ***					1 CHECKS		1,319.00
000425	SECRETARY OF STATE							
I-FY23 NOTARY-IO	FY23 NOTARY RENEWAL-I ODOBASIC	R	2/20/2023	30.00		241833		
I-FY23 NOTARY-TC	FY23 NOTARY RENEWAL-T CAVENAS	R	2/20/2023	30.00		241833		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00

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002217	SENECA COMPANIES							
I-2024812	LIFT REPAIR - CG	E	2/22/2023	300.50		006596		300.50
	*** VENDOR TOTALS ***					1 CHECKS		300.50
004842	THE SHERWIN-WILLIAMS CO							
I-4065-2	PAINT -PD	R	2/20/2023	184.55		241834		184.55
	*** VENDOR TOTALS ***					1 CHECKS		184.55
008471	SHIVE-HATTERY INC							
I-4185992-30 #28	PAY 28-ANKENY SENIOR CENTER	E	2/22/2023	3,812.51		006626		3,812.51
	*** VENDOR TOTALS ***					1 CHECKS		3,812.51
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-ANKMU 165980 #7	PAY 7-S ANK BLVD TRNSMSN MN	E	2/22/2023	1,671.99		006639		1,671.99
	*** VENDOR TOTALS ***					1 CHECKS		1,671.99
001103	SHRED-IT							
I-8003268983	1/04/2023 SHREDDING - PD	R	2/20/2023	61.53		241835		61.53
	*** VENDOR TOTALS ***					1 CHECKS		61.53
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2023-IC-0029	JANUARY 2023 SUPPLEMENT	E	2/22/2023	95.00		006592		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
003348	SMITH'S SEWER SERVICE INC							
I-430892	SEWER CLEANING - MU	R	2/20/2023	2,585.00		241836		
I-431471	SINK LINE SERVICE - FS#2	R	2/20/2023	217.50		241836		
I-432121	TRACTOR CAMERA - STORMWATER	R	2/20/2023	325.00		241836		3,127.50
	*** VENDOR TOTALS ***					1 CHECKS		3,127.50
004119	WILLIAM J FRENCH							
I-19802 A	WINTER DIESEL FUEL ADDITIVE	R	2/20/2023	1,458.52		241837		
I-19802 B	DIESEL FUEL ADDITIVE	R	2/20/2023	1,027.48		241837		2,486.00
	*** VENDOR TOTALS ***					1 CHECKS		2,486.00
011407	HALEY WEDEMEIER							
I-02/2023 CAKE CLASS 02/2023 CAKE CLASSES		E	2/22/2023	670.00		006640		670.00
	*** VENDOR TOTALS ***					1 CHECKS		670.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3527505022	TRASH CAN - PD	R	2/20/2023	5.97		241838		5.97
	*** VENDOR TOTALS ***					1 CHECKS		5.97

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001335	STATE OF IOWA							
I-252967	2023 ELEVATOR PERMIT 15441-KL	R	2/20/2023	225.00		241839		225.00
001335	STATE OF IOWA							
I-252968	2023 ELEVATOR PERMIT 15442	R	2/20/2023	225.00		241840		225.00
	*** VENDOR TOTALS ***					2 CHECKS		450.00
002474	STATE STEEL OF DES MOINES							
I-DM530201	GALV PIPE - TRAFFIC	R	2/20/2023	932.40		241841		932.40
	*** VENDOR TOTALS ***					1 CHECKS		932.40
004714	STOP TECH LTD							
I-0027836-IN	STOP STICKS - PD	R	2/20/2023	2,551.00		241842		2,551.00
	*** VENDOR TOTALS ***					1 CHECKS		2,551.00
007400	STRYKER SALES CORPORATION							
I-4009764 M	#113 COT REPAIRS	R	2/20/2023	2,015.02		241843		2,015.02
	*** VENDOR TOTALS ***					1 CHECKS		2,015.02
011465	SUPERIOR INTERNATIONAL INDUSTR							
I-INV0202752	PRSC CANOPIES-ENGINEERING	R	2/09/2023	1,050.00		240925		1,050.00
	*** VENDOR TOTALS ***					1 CHECKS		1,050.00
011597	SYM-TAC CONSULTING, LLC							
I-00004	SHOTGUN SKILLS-ERIE, SHIMANEK	R	2/20/2023	850.00		241844		850.00
	*** VENDOR TOTALS ***					1 CHECKS		850.00
005089	SYNERGY CONTRACTING LLC							
I-PAY 3-HTT WTR TRNS PAY 3-HTT WTR TRNSMSN MN/DRNG		E	2/22/2023	265,766.84		006612		265,766.84
	*** VENDOR TOTALS ***					1 CHECKS		265,766.84
000124	SYSO IOWA INC							
I-239978461	FOOD FOR RESALE - OC	R	2/20/2023	280.30		241845		
I-239982412	FOOD FOR RESALE - OC	R	2/20/2023	83.95		241845		364.25
	*** VENDOR TOTALS ***					1 CHECKS		364.25
009540	TELEFLEX LLC							
I-9506532143	IO NEEDLES - FD	E	2/22/2023	1,115.50		006633		1,115.50
	*** VENDOR TOTALS ***					1 CHECKS		1,115.50
008966	THE BUSINESS LETTER INC							
I-75779	IMPOUND NOTICE STICKER - PD	R	2/20/2023	660.77		241846		
I-75794	AWARDS CEREMONY BOOKLET - PD	R	2/20/2023	264.56		241846		925.33
	*** VENDOR TOTALS ***					1 CHECKS		925.33

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006031	KATIE THIELMAN							
I-01/2023 MILEAGE	01/2023 MILEAGE	E	2/22/2023	63.86		006618		63.86
			*** VENDOR TOTALS ***			1 CHECKS		63.86
010127	TK ELEVATOR CORPORATION							
I-1000493552	2/1-4/30/23 ELEVATOR SVC - PD	E	2/22/2023	467.46		006637		467.46
			*** VENDOR TOTALS ***			1 CHECKS		467.46
006441	TITAN MACHINERY INC							
I-17988120 - GS	WINDOW INSTALL - MU	R	2/20/2023	811.50		241847		
I-18034926 GP	FLOAT SPRINGS - SNOW PLOWS	R	2/20/2023	503.07		241847		
I-18052521 GP	SKID STEER PLATE - PW	R	2/20/2023	299.00		241847		1,613.57
			*** VENDOR TOTALS ***			1 CHECKS		1,613.57
009541	MIKLANNET TENNAL							
I-01/2023 CLASSES	JANUARY 2023 TOT/LA/BBS	E	2/22/2023	1,253.60		006650		1,253.60
			*** VENDOR TOTALS ***			1 CHECKS		1,253.60
004159	TOYNE INC							
I-IN0015699	UNIT #123 LIGHT	R	2/20/2023	51.17		241848		51.17
			*** VENDOR TOTALS ***			1 CHECKS		51.17
004343	TRACTOR SUPPLY COMPANY							
I-100338664	STATEMENT CORRECTION 5/09/22	R	2/20/2023	5.16		241849		
I-614357	HYDRANT METER PARTS - MU	R	2/20/2023	353.33		241849		358.49
			*** VENDOR TOTALS ***			1 CHECKS		358.49
000465	TREASURER STATE OF IOWA							
I-02/10/2023	MONTHLY SALES & EXCISE TAXES	D	2/10/2023	89,036.40		002153		89,036.40
			*** VENDOR TOTALS ***			1 CHECKS		89,036.40
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301319628:01	UNIT #122 PARTS	E	2/22/2023	10.00		006636		10.00
			*** VENDOR TOTALS ***			1 CHECKS		10.00
000468	TRUCK EQUIPMENT INC							
I-310252	UNIT #228 SWEEPER	E	2/22/2023	98.24		006581		
I-85699	#220 REPAIRS	E	2/22/2023	2,072.52		006581		2,170.76
			*** VENDOR TOTALS ***			1 CHECKS		2,170.76
000966	U S BANK							
I-01/23 P-CARD STMT	U S BANK	D	2/15/2023	21,217.73		002164		21,217.73
			*** VENDOR TOTALS ***			1 CHECKS		21,217.73

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005813	EXECUTIVE SERVICES INC							
I-78416	BUSINESS CARDS -KL	E	2/22/2023	293.36		006617		
I-78478	ENVELOPES - FINANCE	E	2/22/2023	199.87		006617		493.23
	*** VENDOR TOTALS ***					1 CHECKS		493.23
002135	UPHDM OCCUPATIONAL MEDICINE							
I-161063	NOV/DEC 2022 SERVICES	R	2/20/2023	5,159.25		241850		5,159.25
	*** VENDOR TOTALS ***					1 CHECKS		5,159.25
006789	HD SUPPLY FACILITIES MAINTENAN							
I-145021	REPLACEMENT CABLE - MU	E	2/22/2023	342.61		006619		342.61
	*** VENDOR TOTALS ***					1 CHECKS		342.61
000858	V & V MANUFACTURING INC							
I-56480	BADGE - PD	R	2/20/2023	124.95		241851		124.95
	*** VENDOR TOTALS ***					1 CHECKS		124.95
010506	ASHLIE VAN HORN							
I-01/23-02/23ZUMBA	01/23-02/23 ZUMBA GOLD	E	2/22/2023	200.00		006651		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
006590	ADAM VANDER LEEST							
I-02/07/2023	2023 PARAMEDIC RENEWAL	E	2/22/2023	25.00		006648		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
005012	VAN-WALL EQUIPMENT INC							
I-5790873	TREE WEDGE - PKS	E	2/22/2023	13.98		006611		
I-5793812	SMALL ENGINE PARTS -PKS	E	2/22/2023	149.97		006611		163.95
	*** VENDOR TOTALS ***					1 CHECKS		163.95
011726	VINTAGE COLLECTION AT PRAIRIE							
I-02092023-VCPT	DAMAGE DEPOSIT REFUND	R	2/20/2023	100.00		241852		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000482	WALMART COMMUNITY							
I-02782	BUILDING SUPPLIES - MU	R	2/20/2023	157.94		241853		
I-03645 01/31/23	VALENTINES SUPPLIES/STORGE-P&R	R	2/20/2023	160.97		241853		
I-06739	SHOP SUPPLIES - MU	R	2/20/2023	233.15		241853		552.06
	*** VENDOR TOTALS ***					1 CHECKS		552.06
004796	WALSH DOOR & HARDWARE COMPANY							
I-791282	BORING UPGRADE - IT	R	2/20/2023	99.00		241854		99.00
	*** VENDOR TOTALS ***					1 CHECKS		99.00

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010002	WARNERS' STELLIAN COMPANY INC							
I-INV-399667	REFRIGERATOR - FD	R	2/20/2023	1,999.99		241855		1,999.99
	*** VENDOR TOTALS ***					1 CHECKS		1,999.99
002569	WASTE CONNECTIONS INC							
I-3438535T071	01/2023 SERVICES ACC/FS1	R	2/20/2023	260.70		241856		
I-3438538T071	12/06/22 SERVICES-OC PRO	R	2/20/2023	80.56		241856		
I-3454963T071	2/1-2/23/23 SERVICES - CH	R	2/20/2023	61.64		241856		
I-3454965T071	2/1-2/28/23 SVCS - FS#2	R	2/20/2023	59.67		241856		
I-3454967T071	2/1-2/28/23 SVCS - FS#3	R	2/20/2023	59.67		241856		
I-3454968T071	02/2023 SERVICES - KL	R	2/20/2023	81.86		241856		
I-3454971T071	2/01-2/28/23 SVCS - MAINT FAC	R	2/20/2023	275.79		241856		
I-3454973T071	2/01/23-2/28/23 SVCS - PD	R	2/20/2023	59.67		241856		939.56
	*** VENDOR TOTALS ***					1 CHECKS		939.56
006388	KURT WEITL							
I-FY23 FITNESS	FY23 FITNESS REIMBURSEMENT	E	2/22/2023	216.00		006647		216.00
	*** VENDOR TOTALS ***					1 CHECKS		216.00
005121	TODD R WESTBERG							
I-01/15/23-01/19/23	01/15/23-01/19/23 TRAVEL	E	2/22/2023	1,094.76		006646		1,094.76
	*** VENDOR TOTALS ***					1 CHECKS		1,094.76
011414	WRH, INC.							
I-2022-00-1389 #5	PAY 5-WELL NO7/ASR3/WELLPMPCNT	R	2/20/2023	344,303.48		241857		344,303.48
	*** VENDOR TOTALS ***					1 CHECKS		344,303.48
* * T O T A L S * *								
REGULAR CHECKS:	NO			INVOICE AMOUNT	DISCOUNTS			CHECK AMOUNT
	154			2,356,655.09	0.00			2,356,655.09
HAND CHECKS:	0			0.00	0.00			0.00
DRAFTS:	2			110,254.13	0.00			110,254.13
EFT:	88			439,830.65	0.00			439,830.65
NON CHECKS:	0			0.00	0.00			0.00
VOID CHECKS:	0 VOID DEBITS		0.00					
	VOID CREDITS		0.00	0.00	0.00			
TOTAL ERRORS: 0								
VENDOR SET: 01	NO			INVOICE AMOUNT	DISCOUNTS			CHECK AMOUNT
BANK: APGBW TOTALS:	244			2,906,739.87	0.00			2,906,739.87
BANK: APGBW TOTALS:	244			2,906,739.87	0.00			2,906,739.87
REPORT TOTALS:	244			2,906,739.87	0.00			2,906,739.87

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 2/09/2023 THRU 2/22/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the custodial services contract with Mary's Cleaning Care Inc., of Urbandale, Iowa, and authorize the Mayor to sign Letter of Agreement.

EXECUTIVE SUMMARY:

On January 20, 2023, the Finance Department issued a request for proposal to seven vendors for custodial services at seven municipal buildings. Bids were received back from six of the seven vendors, with the recommendation for award going to the lowest bidder.

Based on results, which are shown in the following table, it is being recommended that the contract be awarded to Mary's Cleaning Care Inc.

Company: 4-Year Contract Cost:

Mary's Cleaning Care \$743,001.60

Service Providers Association \$840,456.00

Merritt Companies \$884,112.00

DSM Pros \$886,320.00

Nationwide Office Care \$997,637.28

Stratus Building Solution: \$1,435,269.12

FISCAL IMPACT: Yes

The custodial services agreement will be for one year, April 1, 2023 through March 31, 2024, with the option to extend the agreement for up to three additional one-year time periods. A savings of \$28,764.00 will result in the first year when compared with current pricing, along with a savings of \$61,178.40 over the remaining three years of the contract.

Year 1 Contract Price Schedule:

Location: Monthly Cost:

City Hall \$829

Fire Station No. 1 \$383

Kirkendall Library \$7,845

Public Service Building \$1,190

Police Headquarters \$2,889

Senior Community Center \$1,645

Ankeny Maintenance Facility \$175

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the custodial services contract with Mary's Cleaning Care Inc., of Urbandale, Iowa, and authorize the Mayor to sign Letter of Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Custodial Services RFP
Mary's Cleaning Care Inc. Bid
Letter of Agreement



**REQUEST FOR PROPOSAL
CUSTODIAL SERVICES
CITY OF ANKENY, IOWA
January 20, 2023**

You are invited to participate in this Request for Proposal (RFP) for custodial services at seven (7) municipal buildings, as requested by the City of Ankeny Finance Department.

Name of the Bid	Custodial Services – City of Ankeny, Iowa
Deadline for Bid Submittal	Tuesday, February 14, 2023 before 5:00 p.m.
Bids Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023

INSTRUCTIONS TO BIDDERS

Method of Submittal	<u>Regular</u> Mail Delivery or In Person Faxed bids <u>are not</u> acceptable.
Contact Person	Austin Demers, Purchasing Coordinator
E-mail Address	ademers@Ankenylowa.gov
Phone	(515)965-6401

The ONLY official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

Overview:

The City of Ankeny seeks one or more contractors to provide Custodial Services for seven (7) municipal buildings. The contractor must have a proven record of cleaning professional office buildings. The Custodial Services agreement will be for one (1) year, April 1, 2023 through March 31, 2024, with the option to extend the agreement for up to three (3) additional one-year time periods. The extension is not guaranteed and is subject to satisfactory and consistent performance by the contractor – as determined solely by the City. The contractor will be required to resolve service concerns and to conduct a monthly evaluations to assess the cleaning service at each building. A security review will be required for the contractor's employees accessing, working or supervising in the City buildings conducted by the Ankeny Police Department. The contractor shall provide all supervision, labor, equipment, materials, supplies, insurance and other resources necessary to satisfactorily perform the custodial services, without the use of a sub-contractor. Based on the criteria that will be used to evaluate the bids, the intent of this bid process will be to award to the most qualified low bid (not necessarily the lowest bid). The City reserves the right to conduct an interview as part of the selection process.

Exhibit A – Bid Submittal Forms, Exhibit B – Information to Bidders and Exhibit C – Cleaning Schedules are contractual items and will be included in the final agreement to be awarded to the successful bidder(s).

CUSTODIAL SERVICES
City of Ankeny, Iowa

ADDENDUM EXHIBIT A
BID SUBMITTAL FORMS

You may legibly write your bid, or you may type your bid on the bid forms.

You must submit one (1) original, along with two (2) copies of your sealed bid by regular mail delivery or in person submission to be received (not postmarked) by the closing date and time.

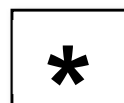
Exhibit A – Bid Submittal Forms, Exhibit B – Information to Bidders and Exhibit C – Cleaning Schedules are contractual items and will be included in the final agreement to be awarded to the successful bidders(s).

IMPORTANT DATES

DAY	DATE	ACTIVITY
Wednesday	January 25	Building inspections from 9:00 a.m. to 11:00 a.m.
Tuesday	February 14	Bids due before 5:00 p.m.
Wednesday	February 15	Begin review of bids, including reference checks
Friday	February 17	Complete review of bids
Monday	February 20	Recommendation for award to City Council
Tuesday	February 21	All bidders notified via email

At the City's sole discretion, the above timeline is subject to change.

Friday	February 24	Contractor's personnel to complete security review before the agreement start date; conducted by the Ankeny Police Department.
Saturday	April 1	Contractor starts per agreement.



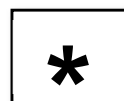
BID SUMMARY

Please place a check mark (✓) in the appropriate space to the left of each item below to verify that you have returned this page and all of the required bid submittal forms with your bid:

- _____ 1 original, along with 2 copies of your bid forms
- _____ Company Profile
- _____ References / Client List
- _____ Bid Requirements
- _____ Contractor's Personnel & Wages
- _____ Employee Safety Training
- _____ Table I – Base Bid
- _____ Any Addendums
- _____ Proof of your current business insurance

Please complete the following:

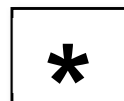
COMPANY NAME	
Address	
City, State, Zip	
Company Website	
Telephone #	
BIDDER's NAME	
Title	
E-Mail Address	
Cell #	
Signature	
Date Submitted	



COMPANY PROFILE

Please complete and return this page with your bid. This RFP form standardizes the information from each bidder.

Please submit this page with your bid	Company Name:
The year your company was established in the Des Moines metro area.	
The number of full-time custodial employees (as of December 2022) working for your company in the Des Moines metro area.	
The number of part-time custodial employees (as of December 2022) working for your company in the Des Moines metro area.	
The estimated square feet of professional office space (not commercial warehouse) (as of December 2022) that your company cleans on a daily basis in the Des Moines metro area.	
The estimated number of commercial clients (not governmental clients) your company cleans for on a daily basis in the Des Moines metro area.	
The estimated number of governmental clients (city, county, school district or state agency) that your company cleans for on a daily basis in the Des Moines metro area.	
During the past 24 months, has your company been threatened with termination or terminated by a client who was dissatisfied with your cleaning services?	
During the past 24 months, has your company terminated an employee for theft from a client?	
Briefly describe the best aspects of your company.	



REFERENCES / CLIENT LIST

Please complete and return the following pages with your bid. Provide five (5) client references for which you perform/performed professional office building custodial services in the Des Moines metro area—three (3) current clients, and two (2) former clients. These should be your highest square footage clients and/or those cleaned the most number of days per week. Please include the most current contact information for each client, including your former clients, as we will use this list for a reference check. This RFP form standardizes the information received from each bidder. If your company currently provides or previously provided these services to the City of Ankeny, please do not list the City as a reference.

**Please submit this
page with your bid**

Company Name:

Current Client #1

Company Name

Contact Person

Phone Number

E-Mail

Month/Year service started

Square footage cleaned daily

Number days cleaned a week

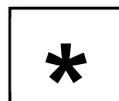
Check-off / Write-in cleaning activities you perform at this location:

☐ Entrances/Public Lobby
☐ Public Counter(s)
☐ Kitchens
☐ Lunch/Breakrooms
☐ Restrooms
☐ Showers

☐ Refilling Supplies
☐ Empty/Remove Trash
☐ Cubicles
☐ Private Offices
☐ Conference/Mtg Rms
☐ Locker Rooms

☐ Mop
☐ Sweep
☐ Vacuum

☐
☐
☐



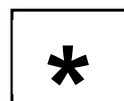
REFERENCES / CLIENT LIST (Continued)

Please submit this
page with your bid

Company Name:

Current Client #2		
Company Name		
Contact Person		
Phone Number		
E-Mail		
Month/Year service started		
Square footage cleaned daily		
Number days cleaned a week		
Check-off / Write-in cleaning activities you perform at this location:		
☐ Entrances/Public Lobby	☐ Refilling Supplies	☐ Mop
☐ Public Counter(s)	☐ Empty/Remove Trash	☐ Sweep
☐ Kitchens	☐ Cubicles	☐ Vacuum
☐ Lunch/Breakrooms	☐ Private Offices	☐
☐ Restrooms	☐ Conference/Mtg Rms	☐
☐ Showers	☐ Locker Rooms	☐

Current Client #3		
Company Name		
Contact Person		
Phone Number		
E-Mail		
Month/Year service started		
Square footage cleaned daily		
Number days cleaned a week		
Check-off / Write-in cleaning activities you perform at this location:		
☐ Entrances/Public Lobby	☐ Refilling Supplies	☐ Mop
☐ Public Counter(s)	☐ Empty/Remove Trash	☐ Sweep
☐ Kitchens	☐ Cubicles	☐ Vacuum
☐ Lunch/Breakrooms	☐ Private Offices	☐
☐ Restrooms	☐ Conference/Mtg Rms	☐
☐ Showers	☐ Locker Rooms	☐



REFERENCES / CLIENT LIST (Continued)

Please submit this
page with your bid

Company Name:

Former Client #1

Company Name

Contact Person

Phone Number

E-Mail

Month/Year service started

Square footage cleaned daily

Number days cleaned a week

Check-off / Write-in cleaning activities you performed at this location:

☐ Entrances/Public Lobby
☐ Public Counter(s)
☐ Kitchens
☐ Lunch/Breakrooms
☐ Restrooms
☐ Showers

☐ Refilling Supplies
☐ Empty/Remove Trash
☐ Cubicles
☐ Private Offices
☐ Conference/Mtg Rms
☐ Locker Rooms

☐ Mop
☐ Sweep
☐ Vacuum
☐
☐
☐

Former Client #2

Company Name

Contact Person

Phone Number

E-Mail

Month/Year service started

Square footage cleaned daily

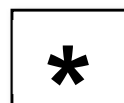
Number days cleaned a week

Check-off / Write-in cleaning activities you performed at this location:

☐ Entrances/Public Lobby
☐ Public Counter(s)
☐ Kitchens
☐ Lunch/Breakrooms
☐ Restrooms
☐ Showers

☐ Refilling Supplies
☐ Empty/Remove Trash
☐ Cubicles
☐ Private Offices
☐ Conference/Mtg Rms
☐ Locker Rooms

☐ Mop
☐ Sweep
☐ Vacuum
☐
☐
☐



BID REQUIREMENTS

As you prepare your bid, please review the following Bid Requirements and return this page with your bid.

Please submit this page with your bid	Company Name:
--	----------------------

1. **Examine Sites:** You are highly encouraged to visit and inspect each building location listed in this RFP in order to familiarize yourself with all conditions that may affect the bid. Buildings will be open on Wednesday, January 25th from 9:00 a.m. to 11:00 a.m. Contractors are asked to check in at the front desk at each location. A building representative will escort those requesting a tour of the areas on the cleaning schedule.
2. **No Sub-Contractors:** Please note that the cleaning contract is between the City of Ankeny and the contractor. As such, the City will rely on the contractor to provide all cleaning services, without utilizing sub-contractors. The bid you prepare for custodial services will indicate that your company is the sole provider and will be able to independently fulfill the cleaning contract.
3. **Provide Insurance and Name City as Additional Insured:** Services outlined in the RFP cannot begin until a proper certificate of insurance has been reviewed and approved. A copy of your current certificate of insurance should be included with your bid. Insurance requirements are listed under the Insurance Information and General Contract Terms & Conditions.
4. Questions should be emailed to Austin Demers, Purchasing Coordinator at ademers@ankenyiowa.gov. Responses will be sent via email to all bidders in the form of an Addendum. All Addendums must be signed and returned with the bid submittal.
5. I have read and understand the terms and expectations detailed in its Exhibits A, B and C.



CONTRACTOR's PERSONNEL & WAGES

Supervisory Personnel

The contractor must designate at least one (1) site supervisor directly responsible for supervising the day-to-day cleaning, who will be present at each cleaning.

Please submit this page with your bid	Company Name:
--	----------------------

Complete for **Supervisory Personnel** only:

a. Will you designate one (1) on-site supervisor to be assigned to the City's account?

This should be the person in a supervisory role immediately responsible for the non-supervisory cleaning personnel.

Check either: ☐ Yes ☐ No

b. Will the on-site supervisor be a "working supervisor"?

Check either: ☐ Yes ☐ No

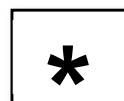
c. Will the supervisor for the first year of the City's agreement be an existing employee who is currently on your staff?

Check either: ☐ Yes ☐ No

Complete the following table for the City's agreement for the first year:

SUPERVISORY PERSONNEL			WAGES Complete if above "c" was "YES"	WAGES Complete if above "c" was "NO"	
Job Title	Full-Time (Qty)	Part-Time (Qty)	Existing Staff- Current \$/Hour	New Hire- Starting \$/Hour	No Entry

Briefly describe below how this supervisor will oversee the work performance of other employees (for example, the supervisor's authority and role; communications; how cleaning crews are monitored; when and how cleaning is inspected; resolving cleaning concerns, etc.):



CONTRACTOR's PERSONNEL & WAGES

Non-Supervisory Personnel

The contractor may utilize any combination of full-time and/or part-time cleaning personnel as the contractor determines best to perform the cleaning services. At least two (2) cleaning employees must be utilized at each site for all cleaning events.

Please submit this page with your bid	Company Name:
--	----------------------

Complete for cleaning personnel who are NOT supervisors:

a. Which single item below best describes the cleaning personnel planned for the first year of the City's Agreement?

- 1) ___ Most would be existing employees currently on our staff
- 2) ___ Most would be new employees hired for this Agreement

Please complete the following table for the City's agreement for the first year:

NON-SUPERVISORY PERSONNEL			WAGES Complete if above "a" was "1" (existing employees)	WAGES Complete if above "a" was "2" (new employee hires)	
Job Title	Full-Time (Qty)	Part-Time (Qty)	Existing Staff- Current \$ Hour	New Hire- Starting \$ Hour	No Entry

Briefly describe below how the cleaning personnel typically works (for example, do they work without the supervisor, work alone or with a team member, communications if issues arise, procedures to check in and check out when done, check job duties to contract requirements, etc.):



EMPLOYEE SAFETY TRAINING

Please identify all employee safety training provided by and paid for in full or in part by the contractor for full-time and part-time employees who would work (supervise or clean) at the City's facilities. For example, MSDS, blood borne pathogens, etc.

Please submit this page with your bid	Company Name:
--	----------------------

Complete the following table for the City's agreement for the first year:

FULL-TIME TRAINING	PART-TIME TRAINING
Full-Time means 40 hours per week, 52 weeks per year.	Part-Time means 39 hours or less per week, 52 weeks per year.

Instructions for

Table I - Base Bid

Itemized Base Bids

- See the next page for an **Example of Table I – Base Bid**.
- The Base Bid is based on cleaning up to all seven (7) buildings. Five (5) buildings are cleaned on a regular basis, while two (2) are occasional or on-call. The Base Bid services are the cleaning tasks and frequencies listed on the cleaning schedules for the assigned buildings in Exhibit C.
- The top portion shows regularly scheduled locations. The bid **must** be submitted as an “itemized” quote per building (the monthly amounts). Add and enter the “Total Base Bid Per Location” in the appropriate column.
- The lower portion shows on-call locations – those which services are performed at the request of the building representatives on an as needed basis. The bid must be submitted as a “**per occasion**” quote, with the sum of all four (4) years entered in the appropriate column (Total Base Bid per Location).

EXAMPLE: Table I – BASE BID

This example is to clean up to all seven (7) buildings, either on a regular schedule or an “on call” schedule. Note, the following itemized dollar amount per building in the example below is provided to show the method only, and is not meant to influence the bidding process. You must submit an itemized (specific quote per building); do not submit only a grand total quote. Remember to enter your Company Name on the actual form for Table I – Base Bid.

Table I – BASE BID
CUSTODIAL SERVICES CONTRACT

Please submit this page with your bid.	Company Name: <i>SAMPLE TABLE</i>
--	--

REGULARLY SCHEDULED LOCATIONS Your bid must be itemized (quote per location).			2022-2023	2023-2024	2024-2025	2025-2026	TOTAL BASE BID PER LOCATION
Location	Address		MONTHLY AMOUNT YEAR #1	MONTHLY AMOUNT YEAR #2	MONTHLY AMOUNT YEAR #3	MONTHLY AMOUNT YEAR #4	
1. City Hall	410 W First Street		\$1,359	\$1,382	\$1,336	\$1,450	\$5,527
2. Fire Station #1	120 NW Ash Drive		\$419	\$426	\$450	\$475	\$1,770
3. Library	1250 SW District Drive				\$97	\$2,250	\$9,259
4. Public Services	1210 NW Prairie Ridge Drive					\$500	\$6500
5. Police	411 SW Ordna				\$75	\$1,280	\$5,020

Enter a monthly quote for services to be provided at each location for every year of the agreement. The sum of YEAR 1, YEAR 2, YEAR 3 and YEAR 4 should be entered in the yellow column at right (TOTAL BASE BID PER LOCATION).



**Table I – BASE BID
BUILDINGS CUSTODIAL SERVICES CONTRACT**

Please submit this page with your bid.	Company Name:
---	----------------------

REGULARLY SCHEDULED LOCATIONS Your bid must be itemized (quote per location).			2022- 2023	2023- 2024	2024- 2025	2025- 2026	TOTAL BASE BID PER LOCATION
	Location	Address	MONTHLY AMOUNT YEAR #1	MONTHLY AMOUNT YEAR #2	MONTHLY AMOUNT YEAR #3	MONTHLY AMOUNT YEAR #4	
1	City Hall	410 W First Street					\$
2	Fire Station #1	120 NW Ash Drive					\$
3	Library	1250 SW District Drive					\$
4	Public Services	1210 NW Prairie Ridge Drive					\$
5	Police	411 SW Ordinance Road					\$
6	Senior Community Center	150 NW Ash Drive					\$
7	Ankeny Maintenance Facility	211 SE Lorenz Drive					\$

See Exhibit C for the cleaning schedules per location.

INSURANCE INFORMATION – CITY OF ANKENY, IOWA

INSURANCE REQUIREMENTS

For PRODUCTS or SERVICES requiring Contractor's presence on any Agency property, the Contractor shall, during the term of this Agreement and until completion thereof, provide and maintain the coverage set forth in this INSURANCE SECTION.

Workers Compensation Insurance: The Contractor shall carry and maintain during the term of this contract, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: The Contractor shall carry and maintain during the term of this contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this contract.

Automobile Liability Insurance: The Contractor shall carry and maintain during the term of this contract, automobile liability insurance with either a combined limit of at least \$2,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per accident and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Umbrella: The Contractor shall carry and maintain during the term of this contract, umbrella coverage with at least \$1,000,000 limit. Umbrella coverage can also be used to satisfy the required General Liability and Automobile limits.

Subcontractors: In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "A" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claim made form.

Additional Insured: **The City of Ankeny, its officers and employees shall be named as additional insureds without restrictions on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance.**

CERTIFICATE OF INSURANCE REQUIREMENTS

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. *"The City of Ankeny, its officers and employees, shall be named as additional insured on the contractor's liability policies with regard to (Custodial Services – City of Ankeny, Iowa)"* must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are \$2,000,000 (minimum). This must be **occurrence form** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in the Certificate Holder section: City of Ankeny, 410 West First Street, Ankeny IA 50023-1557.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the City of Ankeny Finance Department. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is **Destination**. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for over shipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Ankeny, Iowa is exempt from sales tax and certain other use taxes, Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City of Ankeny Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Ankeny in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of Ankeny and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunities.

CUSTODIAL SERVICES

City of Ankeny, Iowa

ADDENDUM EXHIBIT B

INFORMATION TO BIDDERS

1. OBJECTIVES

The City seeks a qualified contractor to provide custodial services as stated in this RFP. Awarded contractor must have the resources to comply with the scope of services. The contractor must have a proven record of performance cleaning professional office buildings. As proposed, the custodial services agreement would be for one (1) year, April 1, 2023 through March 31, 2024, with the option to extend the agreement for up to three (3) additional one-year time periods.

The City's ideal contractor providing custodial services includes:

- *Creates a clean and welcoming place for the public and the employees;*
- *Is attentive to details and takes pride in doing a great job at each building;*
- *Does a great job of general cleaning and goes beyond to clean behind, above, and below in the hard to reach places;*
- *Is flexible and adjusts to special needs or concerns;*
- *Finishes all cleaning tasks without being reminded to clean;*
- *Never leaves a mess after cleaning;*
- *The cleaning personnel and equipment operate with minimal disruption to regular office business and meetings;*
- *The supervisors inspect the work;*
- *Follows up on concerns or evaluation results to resolve cleaning concerns to the satisfaction of the City; and*
- *Is an employer who monitors and limits employee turn-over in order to provide consistent staffing.*

2. CITY'S CONTRACT REPRESENTATIVE

Austin Demers, Purchasing Coordinator
Telephone: 515-965-6401
Email: ademers@ankenyiowa.gov

3. SCOPE OF SERVICES

Contract will include providing all labor, equipment and materials necessary for custodial services at designated facilities pursuant to the performance standards and cleaning schedules set forth in this document. Municipal facilities to be cleaned under this request, along with their approximate square footage and addresses, are shown below. Please note that in most cases only a portion of the building will require janitorial services.

All interested bidders are encouraged to attend pre-bid site inspections on Wednesday, January 25, 2023 in order to familiarize themselves with all conditions that may affect the bid. Buildings will be open from 9:00 a.m. to 11:00 a.m., and bidders are asked to check

in at the front desk of each building. A building representative will be available for the inspections.

Building Name & Address	Approximate SF
City Hall 410 West First Street	8,679 sf
Fire Station No. 1 120 NW Ash Drive	7,762 sf
Kirkendall Library 1250 SW District Drive	60,684 sf
Police Headquarters 411 SW Ordinance Road	46,714 sf
Public Services 1210 NW Prairie Ridge Drive	26,000 sf
Ankeny Community Senior Center 150 NW Ash Drive	39,000 sf
Ankeny Maintenance Facility 211 SE Lorenz Drive	1,920 sf

4. SUBMISSION REQUIREMENTS

Provide one (1) original and two (2) copies. Please mark on the outside of the envelope:

RFP: CUSTODIAL SERVICES.

Deliver in person to:

CITY OF ANKENY

Attention: Austin Demers, Purchasing Coordinator

410 West First Street

Ankeny, IA 50023

Proposals Due: Tuesday, February 14, 2023 before 5:00 p.m. Bids must be delivered in person and date stamped by the front desk of City Hall.

5. EVALUATION CRITERIA

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below, and, at a minimum contain the required information. Respondents are encouraged to include additional relevant information.

A. Qualifications and Experience (25%)

- Profile of your firm history, organization, number of employees, type of ownership, office locations
- Resumes of supervisors for this project
- Insurance requirements
- Provide a list of references requiring similar scope of work. Include contact name, phone number and a summary of the services provided

B. Approach (25%)

- Detail your plan of approach and schedule for this contract. Include staffing requirements by location, length of time at sites, equipment, supplies, training, quality control, etc.
- Discuss how problems are solved
- List any potential problem issues

C. Fee Schedule (50%)

- Submit quotes for regularly scheduled buildings, along with per-occasion quotes for those locations on a call-in basis. Contractors are not required to include all locations in their bid submittal. Agreement may be awarded to more than one contractor.

6. SELECTION PROCESS

The selection process shall involve evaluating and scoring proposals in accordance to the criteria shown above. If requested by the City, interviews shall be scheduled with the top firms before the contract is awarded.

The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

7. SCHEDULE OF EVENTS

The following is the anticipated schedule of events for the RFP process:

Release of RFP	Friday, January 20, 2023
Site Inspections	Wednesday, January 25, 2023, 9:00 a.m. to 11:00 a.m.
RFP Due Date	Tuesday, February 14, 2023 before 5:00 p.m.
City Council Meeting	Monday, February 20, 2023
Notification to all bidders	Tuesday, February 21, 2023

8. TERMS AND CONDITIONS

A. Terms of Contract

The initial term of the contract shall be for one (1) year, anticipated to be April 1, 2023 through March 31, 2024 with the option to extend the agreement for up to three (3) additional one-year time periods. The extension is not guaranteed and would be subject to continued satisfactory and consistent performance by the contractor – as determined solely by the City.

This RFP (including Exhibit A – Bid Submittal Forms, Exhibit B – Information to Bidders and Exhibit C – Cleaning Schedules) along with a Letter of Agreement, prepared by the City and signed by the Mayor and contractor, shall become the document that authorizes the agreement to begin, assuming the insurance requirements have been met. Similar products and/or services may be added and pricing negotiated during the term of the contract.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the contractor requests a price increase, the contractor shall provide sufficient written certification and documentation to substantiate the request. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

The agreement is between the City of Ankeny and the contractor. As such, the City will rely on the contractor to provide all personnel and services, without utilizing sub-contractors for the cleaning. The bid you prepare for cleaning will indicate that your company is the sole provider and will be able to independently fulfill the cleaning contract.

The contractor shall maintain staffing levels of at least two (2) cleaning employees per location to maintain optimum conditions of cleanliness. If the level of cleaning at any time is considered to be unacceptable to the City, then the contractor will be required to take whatever measures are required to maintain optimum conditions of cleanliness within eight (8) hours.

The City reserves the right to terminate the custodial services contract at any time based on repeated dissatisfaction with the custodial services as evidenced by repeated complaints, failure to resolve custodial concerns, failure to provide cleaning services as defined by the cleaning schedules in this RFP, etc.; or a singular or repeated act or acts such as theft, property damage, security lapses, flagrant and improper contractor's employee conduct or for any other reason. If terminated early, the City is not obligated to pay the balance of the contract, and would pay to the last date of service.

Payments are made on the first and third Monday of every month. Original invoices will be processed for payment within thirty (30) days upon receipt and after all services have been inspected and accepted. Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item. The City uses check or EFT as forms of payment, with the preferred method being EFT.

B. Certificate of Insurance

The contract outlined in the RFP cannot begin until a proper Certificate of Insurance has been reviewed and approved. A copy of your current Certificate of Insurance should be included with your bid. Insurance requirements are listed in Exhibit A – Bid Submittal Forms.

C. Building Representative

For each building cleaned under this agreement, a building representative has been assigned and will be the contractor's primary contact regarding the monthly cleaning service evaluation, and will convey comments, needs, praise, or concerns to the contractor regarding the cleaning.

D. Contractor's Employees

Upon award of agreement, the contractor shall submit a current list of the names, addresses, and social security numbers of all employees who will perform work under this contract. Changes in this employment list shall be reported to the City within 24 hours. Said list and changes are to be submitted to the proper building representative and the contract administrator.

It is mandatory that all contractor employees submit to an Ankeny Police Department background check prior to being granted clearance to work within any City of Ankeny

buildings. Contractor's personnel must undergo and complete all stages of the security review before the April 1, 2023 agreement start date. For the duration of the agreement, any new contractor employees must also undergo and complete all stages of the security check at least seven (7) days before they will be allowed to enter City buildings and perform services.

Identification badges shall be furnished by the contractor and worn by all contractor's employees while on City premises, along with appropriate uniforms. Only authorized assigned employees of the contractor are allowed on the premises of City of Ankeny building facilities. Non-contractor personnel and minors are not to be permitted on the job premises.

Contractor shall comply with all applicable federal, state, and local regulations and ordinances including but not limited to Equal Opportunity Employment and Sexual Harassment laws. At any point during the contract, the contractor must replace any employee not acceptable to the City for any reason, upon adequate notice stating reason for replacement.

E. Work Supervision

The contractor shall provide on-site supervision at all times during the cleaning schedules and appropriate training to assure competent performance of the work. A contractor's authorized agent (at supervisory or management level) will make sufficient routine inspections to ensure that the work is performed as required by this contract. Contractor's supervisors must be literate and fluent in the English language because of the necessity to read chemical labels, job instructions, and signs, as well as the need for conversing with the City of Ankeny building representative and management personnel. At no time should the City's building representative be asked to train or explain any service deficiencies with the contractor's cleaners. Discussions such as these should always be between building representative and contractor supervisor.

F. Conduct of Work

Quality cleaning and full performance is required at all times. The contractor shall maintain staffing levels appropriate to maintain optimum conditions of cleanliness. There will be a minimum requirement of at least two (2) cleaning employees to work on-site at the facilities at each custodial event.

Work shall be performed within the guidelines and cleaning schedules established for each facility. All employees working for the contractor are prohibited from disturbing paper on desks, opening any desks, cabinets, files or any other office equipment.

Care should also be taken by contractor's employees as to not disturb any meetings which are underway at any of the buildings during regularly scheduled custodial times. Contractor shall immediately notify the building representative or their designee of any such occurrence or conditions within the buildings that interferes with the full performance of the contract. Confirmation of these conditions shall be submitted in writing to the building representative within 24 hours.

Contractor and employees will be trained in the proper operation of building security and alarm systems by the building representative. Contractor's employees will be responsible for disengaging alarm system when entering building and engaging security system when exiting building. Keys (two per building) will be assigned to contractor upon award of contract. Any building keys lost or misplaced by contractor will be replaced by the City, with any associated costs to be paid by the contractor.

It is understood and agreed that the contractor will perform other similar duties not specifically listed in the cleaning schedules that may be required to ensure that the buildings are adequately cleaned in accordance with the City requirements and acceptable professional standards. Performance standards listed are to be considered the minimum requirement. Before start of the agreement, contractor will meet with designated building representative who will review services needed.

G. Supplies and Equipment

Contractor shall provide all cleaning equipment, cleaning supplies (disinfectants, waxes, cleaners, wax stripping materials, polish, rags and trash can liners) necessary to meet the technical specifications. Contractor may store supplies, materials and equipment in storage areas within the City buildings as designated by the building representative or their designee.

Contractor shall also provide all paper products (hand towels, toilet tissue and sanitary bags) and hand soap. These items are to be billed separately to the City of Ankeny, and are not to be included in submitted bid pricing.

The City reserves the right to require contractor to use specific cleaning materials if contractor's cleaning products are not, in the City's opinion, providing an effective sanitation and/or cleanliness to the facilities. Contractor will be required to fill all dispensers. Contractor shall not use paper hand towels for cleaning. Contractors shall provide MSDS for all chemicals and keep in binder near contractor supplies at each building.

H. Evaluation of Work

The level of cleaning is extremely important. Quality of work will be formally evaluated through scheduled inspections once per month by the building representative or his designee. Evaluation of work will include the following:

- Adherence to work schedule for all scheduled work tasks
- Performance and quality of cleaning for scheduled work tasks
- Repetition of violations of work tasks not performed during the month
- Response time to correct substandard work
- Adherence to all specifications and requirements of contract documents

Performance evaluation forms will be used to log building representative's overall monthly ratings as either satisfactory or unsatisfactory. Unsatisfactory ratings of two months or more on any building will be cause for the City to re-evaluate the status of the contract. Failure by the contractor to take corrective action upon notification within eight (8) hours may result in the termination of the contract.

The intent of this contract is to provide clean, well-maintained building facilities. Adherence to the cleaning specifications and performance standards set forth in the contract will ensure that it is not necessary to invoke any contract penalty. Non-compliance will result in a deduction in payment after two rejections of the same area. A "no-show" of contractor staff will also count as a reason for deduction.

I. Cleaning Schedules

The seven (7) cleaning schedules are in **Exhibit C – Cleaning Schedules**. Please note:

- **"Daily"** cleaning services are those services to be performed each time the contractor cleans at the facility on the scheduled days (i.e., M, T, W, etc.).
- **"Monthly"** cleaning services are those services to be performed once a month when the contractor cleans at the City facility (i.e., 1st F – first Friday of the month).

MONTHLY	MONTHLY
	1st F

- **"Annual"** cleaning services are those services to be performed at the City facility once a year during the designated month.

ANNUAL	ANNUAL
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	July
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The contractor will utilize the cleaning schedules to train and evaluate its employees and its service delivery; the City will utilize for evaluation purposes – to verify the contractor is providing the scheduled services per the agreement.

J. Statement of Work

The contractor shall provide custodial services to the buildings based on **Exhibit C – Cleaning Schedules**. The start times and cleaning days may be amended by mutual agreement. As the prospective contractor who is experienced in the custodial business, it is anticipated that you will be able to determine the number of hours you and your staff would need to clean the buildings to the standards set forth in the cleaning schedules. The contractor is to determine a price for the Base Bid amounts based on your evaluation of time, labor, supplies, and other resources needed to complete the services outlined for each building.

K. Performance Standards

The following definitions and standards are applied when evaluating the quality of the cleaning performance:

Cleaning

An item is clean when it is free of all dust and dirt, film, streaks, and substantially free of all cleaning marks.

Dusting

Use of a dust cloth or feather duster to remove accumulated dust, lint, film, cobwebs, and dust streaks from surfaces 84" and below.

High Dusting

Follows the same dusting process, but will include the dusting of all surfaces, walls, ledges, grills, horizontal and vertical, and all other surfaces above 84".

Carpet Vacuuming

The use of a power vacuum cleaner to remove all dirt, small debris, soil, and litter from carpeted surfaces. All chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath. Must use hose vacuum for edges, corners and tight areas.

Carpet Cleaning

Shampoo carpeting using wet extraction machine method or dry encapsulation carpet cleaning method.

Dust Mopping and Sweeping

The process where a dust mop or broom is used to remove unwanted contaminants from the floor surface being cleaned. All chairs, trash receptacles, and easily movable items shall be tilted or moved to mop or sweep underneath.

Damp Mop Cleaning

The use of a wet mop, with water and cleaner, to mop a floor surface to remove all dust, soil, and contaminants.

Rinsing

A floor is properly rinsed when all contaminated cleaning solution and other contaminants have been removed by mopping with clear water. This task should be repeated as many times as necessary to provide a clean surface, relatively free of streaks.

Machine Scrubbing

The use of a rotary floor machine or automatic floor machine to remove dirt, soil, and contaminants from floor surfaces. The machine scrubbing shall be completed with an approved detergent, followed by a clear water rinse. The result should show a uniformly clean appearance.

Spot Cleaning

The use of a cleaner and damp mop, sponge, or damp cleaning cloth to remove all dirt, grime, or other unwanted contaminants from the surface being cleaned. Surfaces should not be left streaked or covered with a film from the cleaner being used.

Damp Wiping

The use of a clean damp sponge or cloth to remove accumulation of dirt and dust.

Disinfecting

The cleaning process whereby the application of an approved disinfectant solution, in a strength recommended by the manufacturer, is applied to the surface. Disinfectant shall be used in the cleaning of all restroom surfaces, desktops, breakroom surface areas, drinking fountains, door handles, and other applicable surfaces.

De-scaling

The process where unwanted contaminants are removed from toilet bowls and urinals. The resulting effect of a proper de-scaling process is a surface that is free of streaks, stains, scale, urine deposits and rust marks.

Restroom Supplying

Restroom areas should be properly supplied with the necessary toilet paper, hand paper towels, sanitary products and hand soap products to allow the facility to be properly supplied for a minimum of 48 hours.

Trash Removal

All wastebaskets and trash cans are to be emptied and returned to their original locations. Trash is to be placed in proper outside commercial receptacle, per instruction of building representative. Trash liners in containers are to be replaced. Waste containers should be cleaned and disinfected on a regular basis.

Recycling Materials Removal

All green recycling bins, or other containers upon the instruction of building representatives, are emptied and returned to their original locations. Materials are to be placed in outside designated commercial recycling receptacle. Recyclables include paper and cardboard only. Contractor will be responsible for any extra charges imposed by commercial recycling vendor if incorrect items are placed in the outside recycling receptacle.

CUSTODIAL SERVICES
City of Ankeny, Iowa

ADDENDUM EXHIBIT C
CLEANING SCHEDULES

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean Before, After or Between Hrs.
City Hall	410 W First Street	8,679	2	T, F	5:15 p.m. - 10:00 p.m.
Fire Station	120 NW Ash Drive	7,762	1	S	Before 10:00 p.m.
Kirkendall Library	1250 SW District Drive	60,684	6	M, T, W, Th, F, Sun	M, T, W, Th: After 9:00 p.m. F, Sun: After 5:30 p.m.
Police Headquarters	411 SW Ordnance Road	46,714	5	M, T, W, Th, F (S, Su: On-call)	1:00 p.m. – 7:00 p.m.
Public Services	1210 NW Prairie Ridge Drive	26,000	2	T, Sun	5:15 p.m. – 10:00 p.m.
Ankeny Community Senior Center	150 NW Ash Drive	39,000	7	Every day	M, T, W, Th, F: 11:00 a.m. – 1:00 p.m. M, T, W, Th: 9:00 p.m. – 6:00 a.m. F, Sun: 5:00 p.m. – 6:00 a.m. S: 3:00 p.m. – 6:00 a.m.
Ankeny Maintenance Facility	211 SE Lorenz Drive	1,920	2	M, Th	M, Th: 10:00 a.m. – 10:00 p.m.

Page 3City Hall
 Page 6Fire Station
 Page 9Kirkendall Library
 Page 12Police Headquarters
 Page 16Public Services
 Page 19Ankeny Senior Community Center
 Page 23Ankeny Maintenance Facility

City Hall

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean Between the Hours of
City Hall	410 W First Street	8,679	2	T, F	5:15 p.m. - 10:00 p.m.

- Work schedule will be on a 2-day basis (Tuesday and Friday).
- Work to be completed between the hours of 5:15 p.m. and 10:00 p.m.
- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.
- The City will provide all paper products (hand towels, toilet tissue and sanitary bags), along with hand soap. Contractor will complete an inventory slip when these supplies are low, to be turned in to building representative in a timely manner.

DAILY: The daily cleaning services are those services to be performed each time the contractor cleans at the City facility.

DAILY
T, F

- Lobby:
 - Spot clean all fingerprints and smudges from both sides of all entrance doors and glass, using glass cleaner and cloth.
 - Dust mop and sweep all tile and hard surface floors in lobby area and hallway; clean and dust corners, edges and baseboards. Damp mop areas, taking caution to rinse so that no streaks are visible.
 - Clean and disinfect drinking fountain in lobby.
- Breakroom:

- Damp wipe and disinfect tables, counter and sink area.
- Clean and polish outside of refrigerator and microwave surfaces.
- Damp wipe cabinets.
- Dust thoroughly.
- Vacuum carpeting.
- Restrooms:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners.
 - Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
 - Damp wipe stall dividers.
 - All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.
 - All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.
 - All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
 - Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
 - Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.
- All areas:
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the north side of the building. Return waste cans to same locations under desks.
 - Empty all recycling bins and place recycling materials in proper outside receptacle on north side of the building. Return recycling bins to same locations under desks.
 - Vacuum all carpeting, including under desks.

- Vacuum mats and return to same locations.
- Spot clean all fingerprints and smudges from doors, door jambs and walls as needed.
- Dust all tables, desk tops, counters, equipment, book shelves, etc.
- Damp wipe desk tops if stains and spills are present.

MONTHLY: The monthly cleaning services are those services to be performed once a month when the contractor cleans at the City facility.

MONTHLY
1st F

- Thoroughly dust and clean all sills, ledges, heat registers, grills, blinds, cubicle overheads, etc. Remove all cobwebs with high dusting.
- Clean all partition glass with streak-free glass cleaner.
- Disinfect desktops and telephone handsets.
- Spot clean any carpet stains with appropriate spray carpet cleaner.
- Thoroughly vacuum any areas missed (behind desks, in corners and hard to reach places).
- Wash and disinfect breakroom trash can.
- Vacuum lobby and breakroom upholstered furniture.
- Sweep and damp mop copy room floor.
- Straighten custodial closet, keeping all supplies and cleaning equipment tidy.
- Pour water/disinfectant down restroom floor drains to prevent odors.

ANNUAL: The annual cleaning services are those services to be performed at the City facility once a year during the designated month.

ANNUAL
July

- Shampoo all carpeting using wet extraction machine method or dry encapsulation carpet cleaning method. All spots should be pre-treated with

appropriate cleaner. Contractor to set-up carpet cleaning date/time in advance with building representative.

Fire Station

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean before the Hour of
Fire Station	120 NW Ash Drive	7,762	1	S	Before 10:00 p.m.

- Work schedule will be on a 1-day basis (Saturday).
- Work to be completed before 10:00 p.m.
- Emergency cleaning services are periodically needed on an on-call basis. Services would include vacuuming, trash removal, paper product restock in restrooms and disinfecting of soiled areas.
- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.
- The City will provide all paper products (hand towels, toilet tissue and sanitary bags), along with hand soap. Contractor will complete an inventory slip when these supplies are low, to be turned in to building representative in a timely manner.

DAILY: The daily cleaning services are those services to be performed each time the Contractor cleans at the City facility.

DAILY
S

- Lobby:
 - Spot clean all fingerprints and smudges from both sides of all entrance doors and glass, using glass cleaner and cloth.

- Dust mop and sweep all tile and hard surface floors in lobby area and hallway; clean and dust corners, edges and baseboards. Damp mop areas, taking caution to rinse so that no streaks are visible.
- Clean and disinfect drinking fountains, located in lobby and in administrative offices hallway.
- Kitchen:
 - Damp wipe and disinfect tables, counter and sink area (polish sink and fixtures free of spots)
 - Clean and polish outside of refrigerator and microwave surfaces.
 - Damp wipe cabinets.
 - Dust thoroughly.
 - Vacuum carpeting.
- Classrooms:
 - Damp wipe and disinfect all tables, counter and sink area (polish sink and fixtures free of spots).
 - Dust thoroughly.
 - Vacuum carpeting.
- Restrooms:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners.
 - Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
 - Damp wipe stall dividers.
 - All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.
 - All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.

- Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
 - All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
 - Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.
- All areas:
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle. Return waste cans to same locations.
 - Vacuum all carpeting in classrooms and administrative offices, including under desks and tables.
 - Vacuum mats and return to same locations.
 - Spot clean all fingerprints and smudges from doors, door jams and walls as needed.
 - Dust all tables, desk tops, counters, equipment, book shelves, etc.
 - Damp wipe desk tops if stains and spills are present.

MONTHLY: The monthly cleaning services are those services to be performed once a month when the contractor cleans at the City facility.

MONTHLY
1st S

- Thoroughly dust and clean all sills, ledges, heat registers, grills, window blinds, cubicle overhangs, etc. Remove all cobwebs with high dusting.
- Clean glass display cases in museum area by dusting and using streak free glass cleaner.
- Clean all office partition glass with streak-free glass cleaner.
- Disinfect desktops and telephone handsets.
- Spot clean any carpet stains with appropriate spray carpet cleaner.
- Thoroughly vacuum any areas missed (behind desks, in corners and hard to reach places).

- Wash and disinfect breakroom trash can(s).
- Vacuum lobby and breakroom upholstered furniture.
- Sweep and damp mop copy room floor.
- Straighten custodial closet, keeping all supplies and cleaning equipment tidy.
- Pour water/disinfectant down restroom floor drains to prevent odors.

The annual cleaning services are those services to be performed at the City facility once a year during the designated month.

ANNUAL
July

- Shampoo all carpeting using wet extraction machine method or dry encapsulation carpet cleaning method. All spots should be pre-treated with appropriate cleaner. Contractor to set-up carpet cleaning date/time in advance with building representative.

Kirkendall Library

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean after the Hour of
Kirkendall Library	1250 SW District Drive	60,684	6	M, T, W, Th, F, Sun	M, T, W, Th: After 9:00 p.m. F, Sun: After 5:30 p.m.

- Work schedule will be on a 6-day basis (Monday – Friday, Sunday).
- Work to be completed after 9:00 p.m. on M, T, W and Th.
- Work to be completed after 5:30 p.m. on F and Su.
- Emergency on-call service will periodically be needed for cleaning and disinfecting of soiled area.
- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.

- The City will provide all paper products (hand towels, toilet tissue and sanitary bags), along with hand soap. Contractor will complete an inventory slip when these supplies are low, to be turned in to building representative in a timely manner.

DAILY: The daily cleaning services are those services to be performed each time the contractor cleans at the City facility.

DAILY
M, T, W, Th, F, Su

- Lobby:
 - Spot clean all fingerprints and smudges from both sides of all entrance doors and glass, using glass cleaner and cloth.
 - Dust mop and sweep all tile and hard surface floors in lobby area and hallway; clean and dust corners, edges and baseboards. Damp mop these areas, taking caution to rinse so that no streaks are visible.
 - Clean and disinfect drinking fountain in hallway.
- Breakroom:
 - Damp wipe and disinfect tables, counter and sink area.
 - Clean and polish outside of refrigerator and microwave surfaces.
 - Damp wipe cabinets.
 - Dust thoroughly.
- Restrooms:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners. Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
 - Damp wipe stall dividers.
 - All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.

- All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.
 - All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
 - Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
 - Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.
- All areas:
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the north side of the building. Return waste cans to same locations.
 - Empty all recycling bins and place recycling materials in proper outside receptacle on north side of the building. Return recycling bins to same locations.
 - Vacuum all carpeting, including under desks.
 - Vacuum mats and return to same locations.
 - Spot clean all fingerprints and smudges from doors, door jambs and walls as needed.
 - Dust all tables, desk tops, counters, equipment, book shelves, etc.
 - Damp wipe desk tops if stains and spills are present.

MONTHLY: The monthly cleaning services are those services to be performed once a month when the contractor cleans at the City Facility.

MONTHLY
1st Su

- Thoroughly dust and clean all sills, ledges, heat registers, grills, blinds, cubicle overheads, etc. Remove all cobwebs with high dusting.
- Clean all partition glass with streak-free glass cleaner.
- Thoroughly dust and clean all bookshelves.
- Disinfect desktops and telephone handsets.

- Spot clean any carpet stains with appropriate spray carpet cleaner.
- Thoroughly vacuum any areas missed (behind desks, in corners and hard to reach places).
- Wash and disinfect breakroom trash can.
- Vacuum lobby and breakroom upholstered furniture.
- Straighten custodial closet, keeping all supplies and cleaning equipment tidy.
- Pour water/disinfectant down restroom floor drains to prevent odors.

ANNUAL: The annual cleaning services are those services to be performed at the City facility once a year during the designated month.

ANNUAL
July

- Shampoo all carpeting using wet extraction machine method or dry encapsulation carpet cleaning method. All spots should be pre-treated with appropriate cleaner. Contractor to set-up carpet cleaning date/time in advance with building representative.

Police Headquarters

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean Between the Hours of
Police Headquarters	411 SW Ordinance Rd.	46,714	5	M, T, W, Th, F (S, Su: On-call)	1:00 p.m. – 7:00 p.m.

- Work schedule will be on a 5-day basis (Monday - Friday).
- Work to be completed between the hours of 1:00 p.m. and 7:00 p.m.
- On-call emergency cleaning services are periodically needed on weekends. Services required are typically vacuuming, trash removal, paper products restocking, along with cleaning and disinfecting soiled areas.
- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.

- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.
- The City will provide all paper products (hand towels, toilet tissue and sanitary bags), along with hand soap. Contractor will complete an inventory slip when these supplies are low, to be turned in to building representative in a timely manner.

DAILY: The daily cleaning services are those services to be performed each time the contractor cleans at the City facility.

DAILY
M, T, W, Th, F

- Lobby:
 - Spot clean all fingerprints and smudges from both sides of all entrance doors and glass, using glass cleaner and cloth.
 - Dust mop and sweep all tile and hard surface floors in lobby area and hallway; clean and dust corners, edges and baseboards. Damp mop areas, taking caution to rinse so that no streaks are visible.
 - Clean and disinfect drinking fountain in lobby.
- Breakroom:
 - Damp wipe and disinfect tables, counter and sink area.
 - Clean and polish outside of refrigerator and microwave surfaces.
 - Damp wipe cabinets.
 - Dust thoroughly.
- Restrooms/Locker Rooms:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners.
 - Vacuum all carpeted areas.

- Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of streaks, stains, urine deposits and rust marks.
- Damp wipe stall dividers.
- All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.
- All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.
- Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
- All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
- Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.
- Basement Garage:
 - Empty trash can and take all trash out to the dumpster on south side of building. Replace with clean liner.
- Range Hallway:
 - Sweep and damp mop floor.
- Holding facility:
 - Clean and disinfect holding facility cells, cell mattresses and locker rooms when requested by building representative.
- All areas:
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the south side of the building. Return waste cans to same locations.
 - Empty all recycling bins and place recycling materials in proper outside receptacle. Return recycling bins to same locations.
 - Vacuum all carpeting, including under desks.
 - Vacuum mats and return to same locations.

- Spot clean all fingerprints and smudges from doors, door jambs and walls as needed.
- Dust all tables, desk tops, counters, equipment, book shelves, etc.
- Damp wipe desk tops if stains and spills are present.

MONTHLY: The monthly cleaning services are those services to be performed once a month when the contractor cleans at the City facility.

MONTHLY
1st F

- Thoroughly dust and clean all sills, ledges, heat registers, grills, blinds, cubicle overheads, etc. Remove all cobwebs with high dusting.
- Clean all partition glass with streak-free glass cleaner.
- Disinfect desktops and telephone handsets.
- Spot clean any carpet stains with appropriate spray carpet cleaner.
- Thoroughly vacuum any areas missed (behind desks, in corners and hard to reach places).
- Wash and disinfect breakroom waste cans.
- Vacuum lobby and breakroom upholstered furniture.
- Sweep and damp mop copy room floor.
- Straighten custodial closet, keeping all supplies and cleaning equipment tidy.
- Pour water/disinfectant down restroom floor drains to prevent odors.

QUARTERLY: The quarterly cleaning services are those services to be performed at the City facility every three (3) months on the designated month shown below.

QUARTERLY
Apr/Jul/Oct/Jan

- Shampoo all carpeting using wet extraction machine method or dry encapsulation carpet cleaning method every 3 months. All spots should be pre-treated with appropriate cleaner. Contractor to set-up carpet cleaning date/time in advance with building representative.

Public Services

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean Between the Hours of
Public Services	1210 NW Prairie Ridge Drive	26,000	2	T, Sun	5:15 p.m. – 10:00 p.m.

- Work schedule will be on a 2-day basis (Tuesday and Sunday).
- Work to be completed between the hours of 5:15 p.m. and 10:00 p.m.
- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.
- The City will provide all paper products (hand towels, toilet tissue and sanitary bags), along with hand soap. Contractor will complete an inventory slip when these supplies are low, to be turned in to building representative in a timely manner.

DAILY: The daily cleaning services are those services to be performed each time the contractor cleans at the City facility.

DAILY
T, Su

- Front Entrances:

- Spot clean all fingerprints and smudges from both sides of all entrance doors and glass, using glass cleaner and cloth.
- Vacuum carpeting thoroughly and spot clean stains as needed.
- Damp wipe tables.
- Clean and disinfect drinking fountain in lobby.

- Breakroom:
 - Damp wipe and disinfect tables, counter and sink area.
 - Clean and polish outside of refrigerator, dishwasher, and microwave surfaces.
 - Damp wipe cabinets.
 - Dust thoroughly.
 - Sweep and damp mop floor
 - Clean and disinfect drinking fountain

- Restrooms:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners.
 - Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
 - Damp wipe stall dividers.
 - All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.
 - All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.
 - All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
 - Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
 - Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.

- Locker Room:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around edges and corners.
 - Clean, disinfect and wipe dry the shower. Interior and exterior of shower should be de-scaled and free of steaks, and stains.

- All areas:
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the west side of the building. Return waste cans to same locations.
 - Empty all recycling bins and place recycling materials in proper outside receptacle on the west side of the building. Return recycling bins to same locations.
 - Vacuum all carpeting, including under desks.
 - Vacuum mats and return to same locations.
 - Spot clean all fingerprints and smudges from doors, door jambs and walls as needed.
 - Dust all tables, desk tops, counters, equipment, book shelves, etc.
 - Damp wipe desk tops if stains and spills are present.

MONTHLY: The monthly cleaning services are those services to be performed once a month when the contractor cleans at the City facility.

MONTHLY
1st Su

- Thoroughly dust and clean all sills, ledges, heat registers, grills, blinds, cubicle overheads, etc. Remove all cobwebs with high dusting.
- Clean all partition glass with streak-free glass cleaner.
- Disinfect desktops and telephone handsets.
- Spot clean any carpet stains with appropriate spray carpet cleaner.

- Thoroughly vacuum any areas missed (behind desks, in corners and hard to reach places).
- Wash and disinfect breakroom trash cans.
- Vacuum any upholstered furniture.
- Straighten custodial closet, keeping all supplies and cleaning equipment tidy.
- Pour water/disinfectant down restroom floor drains to prevent odors.

ANNUAL: The annual cleaning services are those services to be performed at the City facilities once a year during the designated month below.

ANNUAL
July

- Shampoo all carpeting using wet extraction machine method or dry encapsulation carpet cleaning method. All spots should be pre-treated with appropriate cleaner. Contractor to set-up carpet cleaning date/time in advance with building representative.

Ankeny Senior Community Center

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/Week	Days of the Week	Clean Between the Hours of
Ankeny Community Senior Center	150 NW Ash Drive	39,000	7	Every day	M, T, W, Th, F: 11:00 a.m. – 1:00 p.m. M, T, W, Th: 9:00 p.m. – 6:00 a.m. F, Sun: 5:30 p.m. – 6:00 a.m. S: 3:00 p.m. – 6:00 a.m.

- Work schedule will be on a 7-day basis.
- Work to be completed after 9:00 p.m. on M, T, W and Th.
- Work to be completed after 5:30 p.m. on F and Su.
- Emergency on-call service will periodically be needed for cleaning and disinfecting of soiled area.

- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.
- The City will provide all paper products (hand towels, toilet tissue and sanitary bags), along with hand soap. Contractor will complete an inventory slip when these supplies are low, to be turned in to building representative in a timely manner.

DAILY: The daily cleaning services are those services to be performed each time the contractor cleans at the City facility.

DAILY – Lunch Hour
M, T, W, Th, F

- Restrooms:
 - Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
- Cafeteria:
 - Damp wipe tables following the conclusion of the lunch period.
 - Clean up any spills, messes, etc. that occur.
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the east side of the building. Return waste cans to same locations.
 - Empty all recycling bins and place recycling materials in proper outside receptacle on east side of the building. Return recycling bins to same locations.

DAILY - Nights

M, T, W, Th, F, S, Su

- Restrooms:

- Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners. Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
- Damp wipe stall dividers.
- All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.
- All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.
- All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
- Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
- Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.

- All areas:

- Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the east side of the building. Return waste cans to same locations.
- Empty all recycling bins and place recycling materials in proper outside receptacle on east side of the building. Return recycling bins to same locations.
- Vacuum all carpeting, including under desks.
- Vacuum mats and return to same locations.

- Spot clean all fingerprints and smudges from doors, door jambs and walls as needed.
- Damp wipe all tables, counters, workout equipment, etc.
- Gym:
 - Sweep the gym floor.
- Cafeteria
 - Sweep cafeteria floor.
- Kitchen:
 - Mop kitchen floor.

WEEKLY: The weekly cleaning services are those services to be performed once a week when the contractor cleans at the City facility.

WEEKLY
Sa

- Use floor scrubber to fully clean the gym and indoor track floor.

MONTHLY: The monthly cleaning services are those services to be performed once a month when the contractor cleans at the City facility.

MONTHLY
1st S

- Use floor scrubber to fully clean the cafeteria floor.
- Clean all partition glass with streak-free glass cleaner.

AS NEEDED: The as needed cleaning services are those services to be performed following rentals of the space when the contractor cleans at the City facility.

AS NEEDED
AS NEEDED

- Damp wipe tables and countertops following the conclusion of the rental time.
- Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the east side of the building. Return waste cans to same locations.
- Clean floors (sweep, mop, and/or vacuum) of the used rental space.
- Move tables to original set up for weekday lunches.

Ankeny Maintenance Facility

Cleaning Schedules – Estimated Sq. Ft. and Cleaning Days/Times					
Schedule	Address	Est. Sq. Ft.	# Days/ Week	Days of the Week	Clean Between the Hours of
Ankeny Maintenance Facility	211 SE Lorenz Drive	1,920	2	M, Th	M, Th: 10:00 a.m. – 10:00 p.m.

- Work schedule will be on a 2-day basis (Monday and Thursday).
- Work to be completed between the hours of 10:00 a.m. and 10:00 p.m.
- Monthly meetings with the contractor supervisor and the building representative, or if requested by the building representative.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.
- Contractor will provide all cleaning equipment, appropriate cleaning supplies and trash liners.

DAILY: The daily cleaning services are those services to be performed each time the contractor cleans at the City facility.

DAILY
M, Th

- Restrooms:
 - Damp mop floor areas thoroughly with detergent solution and disinfectant. Special attention should be given to floor areas around urinals, toilet fixtures, edges and corners.
 - Clean, disinfect and wipe dry entire stool and stool seat. Interior and exterior of stool and urinal should be de-scaled and free of steaks, stains, urine deposits and rust marks.
 - Damp wipe stall dividers.
 - All sinks and vanities should be damp wiped, disinfected and wiped free of water spots. Cleaning solutions and applicator used for urinal and stool cleaning will not be used for cleaning sinks or other surfaces.
 - All dispensers, fixtures and exposed pipe work shall be cleaned and polished keeping them free of streaks and spots.
 - All mirrors will be cleaned with glass cleaner keeping them free of streaks and spots.
 - Empty sanitary sac receptacles. Remove trash from waste can, disinfecting outside of waste can with appropriate cleaner.
 - Restroom areas need to be properly supplied with the necessary toilet tissue, hand towels, sanitary sac liners and hand soap.

- Breakroom:
 - Damp wipe and disinfect tables, counter and sink area.

- Clean and polish outside of refrigerator, dishwasher, and microwave surfaces.
- Damp wipe cabinets.
- Dust thoroughly.
- Sweep and damp mop floor
- Clean and disinfect drinking fountain

- All areas:
 - Empty all waste cans and replace with clean liners. All trash removed should be placed in proper outside receptacle on the north side of the building. Return waste cans to same locations.
 - Empty all recycling bins and place recycling materials in proper outside receptacle on north side of the building. Return recycling bins to same locations.
 - Vacuum all carpeting, including under desks.
 - Vacuum mats and return to same locations.
 - Damp mop tile floors
 - Spot clean all fingerprints and smudges from doors, door jambs and walls as needed.
 - Dust all tables, desk tops, counters, equipment, book shelves, etc.
 - Damp wipe desk tops if stains and spills are present.

CUSTODIAL SERVICES
City of Ankeny, Iowa

ADDENDUM EXHIBIT A
BID SUBMITTAL FORMS



MISSION

Our Mission at Mary's Cleaning Care is to provide excellent services from start to finish. In everything that we do, we vow honesty, dependability, and a job well-done! Mary's Cleaning Care was founded in 2009 with a focus in home cleaning in the city of Des Moines. Shortly after, we began expanding our services to neighboring cities. As our area span grew, so did our line of services.

Today, we offer a wide range of services including home cleaning, commercial and industrial cleaning services, carpet cleaning, floor stripping, and waxing! We have been doing commercial and janitorial cleaning services for 12 years and counting. We are a locally and family owned business who strive to serve Des Moines and surrounding areas as it continues to grow.



BID SUMMARY

Please place a check mark (✓) in the appropriate space to the left of each item below to verify that you have returned this page and all of the required bid submittal forms with your bid:

- ☒ 1 original, along with 2 copies of your bid forms
- ☒ Company Profile
- ☒ References / Client List
- ☒ Bid Requirements
- ☒ Contractor's Personnel & Wages
- ☒ Employee Safety Training
- ☒ Table I – Base Bid
- ☐ Any Addendums
- ☒ Proof of your current business insurance

Please complete the following:

COMPANY NAME	Mary's Cleaning Care Inc
Address	7921 Douglas Ave
City, State, Zip	Urbandale, IA 50322
Company Website	www.Maryscleaningcare.com
Telephone #	515-270-1612
BIDDER's NAME	Ana Valencia
Title	Office Administrator
E-Mail Address	ana@maryscleaningcare.com
Cell #	515-724-1962
Signature	
Date Submitted	02/13/2023



COMPANY PROFILE

Please complete and return this page with your bid. This RFP form standardizes the information from each bidder.

Please submit this page with your bid	Company Name:
	Mary's Cleaning Care Inc

The year your company was established in the Des Moines metro area.	2009
The number of full-time custodial employees (as of December 2022) working for your company in the Des Moines metro area.	15
The number of part-time custodial employees (as of December 2022) working for your company in the Des Moines metro area.	15
The estimated square feet of professional office space (not commercial warehouse) (as of December 2022) that your company cleans on a daily basis in the Des Moines metro area.	550,000
The estimated number of commercial clients (not governmental clients) your company cleans for on a daily basis in the Des Moines metro area.	57/weekly
The estimated number of governmental clients (city, county, school district or state agency) that your company cleans for on a daily basis in the Des Moines metro area.	2
During the past 24 months, has your company been threatened with termination or terminated by a client who was dissatisfied with your cleaning services?	Yes
During the past 24 months, has your company terminated an employee for theft from a client?	No
Briefly describe the best aspects of your company. Our company offers flexible scheduling, an onsite supervisor, and communication is always direct.	



REFERENCES / CLIENT LIST

Please complete and return the following pages with your bid. Provide five (5) client references for which you perform/performed professional office building custodial services in the Des Moines metro area—three (3) current clients, and two (2) former clients. These should be your highest square footage clients and/or those cleaned the most number of days per week. Please include the most current contact information for each client, including your former clients, as we will use this list for a reference check. This RFP form standardizes the information received from each bidder. If your company currently provides or previously provided these services to the City of Ankeny, please do not list the City as a reference.

Please submit this page with your bid	Company Name:
	Mary's Cleaning Care Inc

Current Client #1		
Company Name		Aveda Institute
Contact Person		Doug VanPolen
Phone Number		515-208-6364
E-Mail		dvp@avedaiowa.com
Month/Year service started		02/2011
Square footage cleaned daily		22,000
Number days cleaned a week		Four
Check-off / Write-in cleaning activities you perform at this location:		
☒ Entrances/Public Lobby	☒ Refilling Supplies	☒ Mop
☒ Public Counter(s)	☒ Empty/Remove Trash	☒ Sweep
☒ Kitchens	☒ Cubicles	☒ Vacuum
☒ Lunch/Breakrooms	☒ Private Offices	
☒ Restrooms	☒ Conference/Mtg Rms	
☐ Showers	☐ Locker Rooms	



REFERENCES / CLIENT LIST (Continued)

**Please submit this
page with your bid**

Company Name:

Mary's Cleaning Care Inc

Current Client #2

Company Name	Pepsi Co
Contact Person	Kevin Robbins
Phone Number	515-822-8542
E-Mail	kevin.robins@pepsico.com
Month/Year service started	07/2018
Square footage cleaned daily	52,625
Number days cleaned a week	Five

Check-off / Write-in cleaning activities you perform at this location:

☒ Entrances/Public Lobby	☒ Refilling Supplies	☒ Mop
☒ Public Counter(s)	☒ Empty/Remove Trash	☒ Sweep
☒ Kitchens	☒ Cubicles	☒ Vacuum
☒ Lunch/Breakrooms	☒ Private Offices	☒ Waxing- as needed
☒ Restrooms	☒ Conference/Mtg Rms	☒ Carpet wash-as needed
☐ Showers	☒ Locker Rooms	

Current Client #3

Company Name	Iowa Child Learning Community
Contact Person	Tracey Bolin
Phone Number	515-282-1729
E-Mail	tbolin@iowaschildelc.com
Month/Year service started	07/2022
Square footage cleaned daily	22,260
Number days cleaned a week	Three

Check-off / Write-in cleaning activities you perform at this location:

☒ Entrances/Public Lobby	☒ Refilling Supplies	☒ Mop
☒ Public Counter(s)	☒ Empty/Remove Trash	☒ Sweep
☒ Kitchens	☒ Cubicles	☒ Vacuum
☒ Lunch/Breakrooms	☒ Private Offices	
☒ Restrooms	☒ Conference/Mtg Rms	
☐ Showers	☐ Locker Rooms	



REFERENCES / CLIENT LIST (Continued)

Please submit this
page with your bid

Company Name:

Mary's Cleaning Care Inc

Former Client #1

Company Name	Owens And Minor
Contact Person	Terin Hewitt
Phone Number	515-276-0206
E-Mail	terin.hewitt@owens-minor.com
Month/Year service started	05/2015
Square footage cleaned daily	200,000
Number days cleaned a week	Five

Check-off / Write-in cleaning activities you performed at this location:

☒	Entrances/Public Lobby	☒	Refilling Supplies	☒	Mop
☒	Public Counter(s)	☒	Empty/Remove Trash	☒	Sweep
☒	Kitchens	☒	Cubicles	☒	Vacuum
☒	Lunch/Breakrooms	☒	Private Offices	☒	Carpet wash as needed
☒	Restrooms	☒	Conference/Mtg Rms		
☐	Showers	☐	Locker Rooms		

Former Client #2

Company Name	Graybar Electric Supply
Contact Person	Chaz Hoffman
Phone Number	515-447-4500
E-Mail	chaz.hoffman@graybar.com
Month/Year service started	02/2014
Square footage cleaned daily	27,938
Number days cleaned a week	Three

Check-off / Write-in cleaning activities you performed at this location:

☒	Entrances/Public Lobby	☒	Refilling Supplies	☒	Mop
☒	Public Counter(s)	☒	Empty/Remove Trash	☒	Sweep
☒	Kitchens	☒	Cubicles	☒	Vacuum
☒	Lunch/Breakrooms	☒	Private Offices		
☒	Restrooms	☒	Conference/Mtg Rms		
☐	Showers	☐	Locker Rooms		



BID REQUIREMENTS

As you prepare your bid, please review the following Bid Requirements and return this page with your bid.

**Please submit this
page with your bid**

Company Name:

Mary's Cleaning Care Inc

1. **Examine Sites:** You are highly encouraged to visit and inspect each building location listed in this RFP in order to familiarize yourself with all conditions that may affect the bid. Buildings will be open on Wednesday, January 25th from 9:00 a.m. to 11:00 a.m. Contractors are asked to check in at the front desk at each location. A building representative will escort those requesting a tour of the areas on the cleaning schedule.
2. **No Sub-Contractors:** Please note that the cleaning contract is between the City of Ankeny and the contractor. As such, the City will rely on the contractor to provide all cleaning services, without utilizing sub-contractors. The bid you prepare for custodial services will indicate that your company is the sole provider and will be able to independently fulfill the cleaning contract.
3. **Provide Insurance and Name City as Additional Insured:** Services outlined in the RFP cannot begin until a proper certificate of insurance has been reviewed and approved. A copy of your current certificate of insurance should be included with your bid. Insurance requirements are listed under the Insurance Information and General Contract Terms & Conditions.
4. Questions should be emailed to Austin Demers, Purchasing Coordinator at ademers@ankenyiowa.gov. Responses will be sent via email to all bidders in the form of an Addendum. All Addendums must be signed and returned with the bid submittal.
5. I have read and understand the terms and expectations detailed in its Exhibits A, B and C.

CONTRACTOR's PERSONNEL & WAGES

Supervisory Personnel



The contractor must designate at least one (1) site supervisor directly responsible for supervising the day-to-day cleaning, who will be present at each cleaning.

Please submit this page with your bid	Company Name:
	Mary's Cleaning Care Inc

Complete for **Supervisory Personnel** only:

a. Will you designate one (1) on-site supervisor to be assigned to the City's account?

This should be the person in a supervisory role immediately responsible for the non-supervisory cleaning personnel.

Check either: ☒ Yes ☐ No

b. Will the on-site supervisor be a "working supervisor"?

Check either: ☒ Yes ☐ No

c. Will the supervisor for the first year of the City's agreement be an existing employee who is currently on your staff?

Check either: ☒ Yes ☐ No

Complete the following table for the City's agreement for the first year:

SUPERVISORY PERSONNEL			WAGES Complete if above "c" was "YES"	WAGES Complete if above "c" was "NO"	
Job Title	Full-Time (Qty)	Part-Time (Qty)	Existing Staff- Current \$/Hour	New Hire- Starting \$/Hour	No Entry
Janitorial Night supervisors	2		\$20.00		
Supervising Floater	1		\$16.00		

Briefly describe below how this supervisor will oversee the work performance of other employees (for example, the supervisor's authority and role; communications; how cleaning crews are monitored; when and how cleaning is inspected; resolving cleaning concerns, etc.):

Our supervisors all help with the training and inspecting of all cleaning. They are out nightly checking accounts to assure the quality work of our employees is being fulfilled. They are in charge of reporting any corrections of cleaning, materials needed at locations and job done.



CONTRACTOR's PERSONNEL & WAGES

Non-Supervisory Personnel

The contractor may utilize any combination of full-time and/or part-time cleaning personnel as the contractor determines best to perform the cleaning services. At least two (2) cleaning employees must be utilized at each site for all cleaning events.

Please submit this
page with your bid

Company Name:

Mary's Cleaning Care Inc

Complete for cleaning personnel who are NOT supervisors:

a. Which single item below best describes the cleaning personnel planned for the first year of the City's Agreement?

1) ☒ Most would be existing employees currently on our staff

2) ☐ Most would be new employees hired for this Agreement

Please complete the following table for the City's agreement for the first year:

NON-SUPERVISORY PERSONNEL			WAGES Complete if above "a" was "1" (existing employees)	WAGES Complete if above "a" was "2" (new employee hires)	
Job Title	Full-Time (Qty)	Part-Time (Qty)	Existing Staff- Current \$ Hour	New Hire- Starting \$ Hour	No Entry
janitorial staff	1		\$12.00-\$13.00/hr		
janitorial staff		3	\$12.00-\$13.00/hr		

Briefly describe below how the cleaning personnel typically works (for example, do they work without the supervisor, work alone or with a team member, communications if issues arise, procedures to check in and check out when done, check job duties to contract requirements, etc.):

Our janitorial staff check in daily before starting to work and after with supervisors and office. This way supervisors and office are aware of start time. They work alone to do cleaning of locations and get inspected daily.



EMPLOYEE SAFETY TRAINING

Please identify all employee safety training provided by and paid for in full or in part by the contractor for full-time and part-time employees who would work (supervise or clean) at the City's facilities. For example, MSDS, blood borne pathogens, etc.

Please submit this page with your bid	Company Name:
	Mary's Cleaning care Inc

Complete the following table for the City's agreement for the first year:

FULL-TIME TRAINING	PART-TIME TRAINING
Full-Time means 40 hours per week, 52 weeks per year.	Part-Time means 39 hours or less per week, 52 weeks per year.
We train all employees on chemicals and	We train all employees on chemicals and
equipment. We also train them with the	equipment. We also train them with the
supervisors each location for a period of 3-5	supervisors each location for a period of 3-5
days.	days.
Special training as needed	Special training as needed



**Table I – BASE BID
BUILDINGS CUSTODIAL SERVICES CONTRACT**

Please submit this page with your bid.

Company Name:
Mary's Cleaning Care Inc.

REGULARLY SCHEDULED LOCATIONS Your bid must be itemized (quote per location).			2022- 2023	2023- 2024	2024- 2025	2025- 2026	TOTAL BASE BID PER LOCATION
	Location	Address	MONTHLY AMOUNT YEAR #1	MONTHLY AMOUNT YEAR #2	MONTHLY AMOUNT YEAR #3	MONTHLY AMOUNT YEAR #4	
1	City Hall	410 W First Street	\$829.00	\$829.00	\$887.00	\$887.00	\$3432.00
2	Fire Station #1	120 NW Ash Drive	\$383.00	\$383.00	\$410.00	\$410.00	\$1586.00
3	Library	1250 SW District Drive	\$7845.00	\$7845.00	\$8394.00	\$8394.00	\$32478.00
4	Public Services	1210 NW Prairie Ridge Drive	\$1190.00	\$1190.00	\$1273.00	\$1273.00	\$4926.00
5	Police	411 SW Ordnance Road	\$2889.00	\$2889.00	\$3091.00	\$3091.00	\$11960.00
6	Senior Community Center	150 NW Ash Drive	\$1645.00	\$1645.00	\$1760.15	\$1760.15	\$6810.30
7	Ankeny Maintenance Facility	211 SE Lorenz Drive	\$175.00	\$175.00	\$187.25	\$187.25	\$724.50

See Exhibit C for the cleaning schedules per location.



IMT Insurance
COMMERCIAL
GENERAL LIABILITY
CHANGE ENDORSEMENT

INSURED COPY
Account No: ACP0X3775
Policy No: GLX3775

Agent Number: 960218

Named Insured:

MARY'S CLEANING CARE INC
7921 DOUGLAS AVE
URBANDALE, IA 50322

Agent Name and Address:

BOERSMA INSURANCE SERVICES
100 CT AVE STE 310
DES MOINES, IA 50309

Policy Period: From:	07/06/2022	To:	07/06/2023	12:01 A.M. Time At Your Mailing Address Shown Above
Effective Date of this Endorsement:	07/12/2022			12:01 A.M. Time At Your Mailing Address Shown Above

The changes below result in a change in the premium as follows: No Premium Change

DESCRIPTION OF POLICY CHANGES

As of the effective date of change, the attached declarations replace any declarations issued prior to the date printed.

<u>Description</u>	<u>Prior Value</u>	<u>Current Value</u>
Changed Additional Insured: CG2037 - Additional Insured - Owners, Lessees or Contractors - Completed Operations		
Changed Additional Insured: GA0039 - Additional Insured Primary and Noncontributory		



**IMT Insurance
COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

AMENDMENT

INSURED COPY
Account No: ACP0X3775
Policy No: GLX3775

Agent Number: 960218 c

Named Insured:

MARY'S CLEANING CARE INC
7921 DOUGLAS AVE
URBANDALE, IA 50322

Agent Name and Address:

BOERSMA INSURANCE SERVICES
100 CT AVE STE 310
DES MOINES, IA 50309

Policy Period: Effective from 07/06/2022 to 07/06/2023 12:01 A.M. Standard Time at your mailing address shown above.

Form Of Business: CORPORATION

Insured's Business: CLEANING SERVICES

**IN RETURN FOR YOUR PAYMENT OF THE REQUIRED PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit (Any one premises)	\$500,000
Medical Expense Limit (Any one person)	\$10,000
Personal & Advertising Injury Limit (Any one person or organization)	\$1,000,000
General Aggregate Limit (Other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit *	\$2,000,000
*Products/Completed operations Coverage is subject to the General Aggregate Limit for Scheduled Classes indicated by a "+" in the Schedule of Classification And Premium.	
Total Advanced Premium:	\$3,288

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY
ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersignature: _____

Date Issued: 07/22/2022

Authorized Representative



**COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

Policy No: GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

SCHEDULE OF NAMED INSUREDS

NAMED INSUREDS

CORPORATION

MARY'S CLEANING CARE INC



COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy No: GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

SCHEDULE OF FORMS AND ENDORSEMENTS

FORM/EDITION DATE	ENDORSEMENT TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 03 00 01 96	Deductible Liability Insurance
CG 20 37 04 13	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 09 06 15	Exclusion - Unmanned Aircraft
CG 21 32 05 09	Communicable Disease Exclusion
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi Or Bacteria Exclusion
CG 21 70 01 15	Cap On Losses From Certified Acts Of Terrorism
CG 21 76 01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CG 22 94 10 01	Exclusion - Damage To Work Performed By Subcontractors On Your Behalf
CG 24 04 05 09	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
GA 00 14 09 00	Exclusion - Lead - Hazardous Properties
GA 00 39 01 13	Additional Insured Primary And Noncontributory
GA 00 40 01 13	Additional Insured Automatic Status - Primary And Noncontributory
GA 00 41 04 08	Exclusion - Punitive Damages
GA 00 50 01 13	Commercial General Liability Contractors Plus
GA 00 59 01 13	Additional Insured - Owners, Lessees Or Contractors - Automatic Status When Required In Construction Agreement With You - Completed Operations
GA 00 63 01 13	Blanket Waiver Of Transfer Of Rights Of Recovery (Blanket Waiver Of Subrogation)
GA 00 68 01 13	Amended Definition Of Occurrence
GA 00 70 05 20	Identity Recovery Coverage Identity Theft Case Management Service And Expense Reimbursement
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 76 09 08	Iowa Changes - Cancellation And Nonrenewal
IL 09 85 12 20	Disclosure Pursuant To Terrorism Risk Insurance Act
IL NO 01 09 03	Fraud Statement
ML 60 22 06 94	Amendatory Endorsement
ML 60 23 02 19	IMT Insurance Company - Amendatory Endorsement
ML 65 00 01 13	Employment Practices Liability Insurance Coverage Endorsement



**COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

Policy No: GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

SCHEDULE OF ALL PREMISES YOU OWN, RENT OR OCCUPY

ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

7921 DOUGLAS AVE, URBANDALE, IA 50322



**COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

Policy No: GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

ADDITIONAL INSURED AND/OR WAIVER OF TRANSFER OF RIGHTS SCHEDULE

ADDITIONAL INSURED SCHEDULE
Endorsement Title: Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement No: CG 20 37 04 13
Person or Organization Name CITY OF ANKENY, ITS OFFICERS AND EMPLOYEES 410 WEST FIRST ST ANKENY, IA 50023 Completed Operations Description and Location VARIOUS JOBSITE PROJECTS
Person or Organization Name CAPREIT RESIDENTIAL MANAGEMENT, LLC, CAPREIT RESIDENTIAL CORPORATION, CAPREIT OPERATING LIMITED PARTNERSHIP AND CAPREIT OPERATING IV LIMITED PARTNERSHIP AND THE OWNERSHIP ENTITIES OF THEIR OWNED OR MANAGED PROPERTIES P.O. BOX 115006 CARROLLTON, TX 75011 Completed Operations Description and Location VARIOUS JOBSITE LOCATIONS
Endorsement Title: Additional Insured Primary and Noncontributory Endorsement No: GA 00 39 01 13
Person or Organization Name RM30 HOLDINGS LLC DBA PRAIRIE ROSE SENIOR VILLAGE
Person or Organization Name CAPREIT RESIDENTIAL MANAGEMENT, LLC P.O. BOX 115006 CARROLLTON, TX 75011
WAIVER OF TRANSFER OF RIGHTS (SUBROGATION)
Endorsement Title: Waiver of Transfer of Rights of Recovery Against Others to Us Endorsement No: CG 24 04 05 09
Person or Organization Name RM30 HOLDINGS LLC DBA PRAIRIE ROSE SENIOR VILLAGE
Person or Organization Name CONLIN PROPERTIES INC C/O NETVENDOR 7644 SW MOHAWK ST #J



**COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

Policy No:GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

ADDITIONAL INSURED AND/OR WAIVER OF TRANSFER OF RIGHTS SCHEDULE

TUALATIN, OR 97062



**COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

Policy No: GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

SCHEDULE OF CLASSIFICATION AND PREMIUM

Territory:	Premium		PAYROLL	Premises/Operations	
502 IA	Base:	\$252,800	PER THOUSAND		
Classification Description: JANITORIAL SERVICES <					

Deductible:

Liability Coverage	Amount and Basis of Deductible		Application of Endorsement
	Per Claim	Per Occurrence	
PROPERTY DAMAGE	N/A	\$250	TO ALL CLASS CODES



**COMMERCIAL
GENERAL LIABILITY
DECLARATIONS**

Policy No: GLX3775
Policy Period:
From: 07/06/2022 To: 07/06/2023

SCHEDULE OF ADDITIONAL LIABILITY COVERAGES

FORM NO	COVERAGE DESCRIPTION	PREMIUM
CG 20 37 04 13	Additional Insured - Owners, Lessees or Contractors - Completed Operations	\$60
CG 24 04 05 09	Waiver of Transfer of Rights of Recovery Against Others to Us	\$100
GA 00 39 01 13	Additional Insured Primary and Noncontributory	\$200
GA 00 40 01 13	Additional Insured Automatic Status - Primary and Noncontributory	\$250
GA 00 50 01 13	Commercial General Liability Contractors Plus	\$325
GA 00 59 01 13	Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You - Completed Operations	\$250
GA 00 63 01 13	Blanket Waiver of Transfer of Rights of Recovery (Blanket Waiver of Subrogation)	\$100
GA 00 70 05 20	Identity Recovery Coverage Identity Theft Case Management Service and Expense Reimbursement	INCLUDED
ML 65 00 01 13	Employment Practices Liability Insurance Coverage Endorsement	\$468



LETTER OF AGREEMENT FOR CUSTODIAL SERVICES

This Agreement is to be effective on the 1st day of April 2023, by and between Mary's Cleaning Care, Inc., hereinafter called "the Contractor" and the City of Ankeny, Iowa, hereinafter called "the City".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing custodial services at seven (7) municipal buildings.

Term of Contract:

- The term of the contract is April 1, 2023 through March 31, 2024.
- The City and the Contractor may renew the original contract for three (3) additional one-year time periods by mutual agreement.

Contract Documents: The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Proposal for Custodial Services dated January 20, 2023, which includes Exhibits A, B and C;
- The bid submitted by the Contractor on February 13, 2023.

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

Mary's Cleaning Care, Inc.

By: Mary's Cleaning Care, Inc. Representative

Date



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to Equipment Operator and GIS Specialist, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to Equipment Operator and GIS Specialist, subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 civil service certified lists

February 20, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the February 13, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Equipment Operator – Public Works Department:

RANK	LAST NAME	FIRST NAME
1	Albright	James
2	Irwin	Tracy
3	Kelling	Kristopher
3	Werner	Thomas
5	Aldinger	Justin
5	Nelson	Cutter
7	Heglin	Dustin
7	Peterson	Michael
9	Rhone	Blayden
10	Fry	Thomas
10	Wennerstrum	Brian
12	Gress	Corey
13	Brannen	Harry
13	Farlow	Jacob
13	Kinchelow	Erik
16	Docker	Andrew
17	Rinner	Matthew
18	Martin	Robert

GIS Specialist – IT Department:

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

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve an amendment to the labor agreement with Ankeny Police Department Employee's Union dated July 1, 2022-June 30, 2026.

EXECUTIVE SUMMARY:

Employer and Union agree to a side letter with revision to Article 12. Leave of Absence-Section 4. Paid Leaves- A. Funeral Leave. The changes to this section will mirror the language of the employee handbook.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the amendment to the labor agreement with Ankeny Police Department Employee's Union dated July 1, 2022-June 30, 2026.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Teamsters Side Letter

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 12: Leave of Absence, 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 12: LEAVE OF ABSENCE

Section 4. Paid Leaves.

- A. Funeral Leave. In the event of a death in the immediate family defined as spouse, child, parent, step-parent, step-child, father-in-law or mother-in-law, the Employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments, or to attend funeral services. PTO may be used if additional time is requested. For other family members defined as brother, step/half-brother, brother-in-law, sister, step/half-sister, sister-in-law, daughter-in-law, son-in-law, grandchild, step-grandchild, grandparent or grandparent of spouse, the Employee shall be granted up to three (3) days of leave of absence with full pay to make household adjustments, or to attend funeral services. This provision also includes leave for miscarriages and stillbirths.

Dated this 6 day of February, 2023.



For the Ankeny Police Department
Employees' Union
Jake Vander Wal, Union Steward



For the City of Ankeny, Iowa

David A. Jones, City Manager



Attest:

Dawn Gean
Human Resources Director



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the labor agreement between the American Federation of State, County, and Municipal Employees Union (AFSCME) AFL-CIO Local #1868 and the City of Ankeny commencing July 1, 2023-June 30, 2025 and to execute said agreement.

EXECUTIVE SUMMARY:

Negotiations with the AFSCME Union have concluded and a tentative agreement was reached for a two-year contract commencing on July 1, 2023 with a base wage re-opener for July 1, 2024. The fiscal year 2024 wage increase is 3%.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approval of the labor agreement between the American Federation of State, County, and Municipal Employees Union (AFSCME) AFL-CIO Local #1868 and the City of Ankeny dated July 1, 2023-June 30, 2025.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Labor Agreement

LABOR AGREEMENT

Between the

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES UNION, AFL-CIO
LOCAL #1868**

and

THE CITY OF ANKENY

July 1, 2023– June 30, 2025

PREAMBLE

The City of Ankeny, hereinafter referred to as the "Employer", and Local #1868 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", agree as follows:

ARTICLE 1: RECOGNITION

SECTION 1.

The Employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing base wages for:

All permanent full-time employees of the City of Ankeny's Public Works Operations Division, Municipal Utilities Water and Wastewater Divisions, Parks Maintenance Division and Golf Course Maintenance Division; but excluding professional employees, office clerical employees, supervisors, Division Administrators, all employees in other departments of the City, and all other excluded by the Act.

The Employer shall not enter into any agreement with Employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and conditions of this agreement.

ARTICLE 2: MANAGEMENT RIGHTS

SECTION 1.

Except as expressly limited by the terms of this Agreement, the Employer shall have the exclusive power, duty and right to:

1. Establish work rules, performance standards and incentive programs.
2. Determine the type and use of technology.
3. Direct the work of its public employees.
4. Hire, promote, demote, consolidate, transfer, assign and retain public employees in positions within the public agency and to contract out.
5. Suspend or discharge public employees for proper cause.
6. Maintain the efficiency of governmental operation.
7. Relieve public employees from duties because of lack of work or for other legitimate reasons.

8. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
9. Take such actions as may be necessary to carry out the mission of the public employer, and location of facilities.
10. Initiate, prepare, certify and administer its budget.
11. Exercise all powers and duties granted to the public employer by law.

ARTICLE 3: WAGES

SECTION 1. WAGE SCHEDULES.

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A.

Beginning July 1, 2023, employees shall receive a 3% COLA.

The Employer and Union agree to re-open the contract for base wages only to begin July 1, 2024.

The attached wage schedule will be considered as part of this Agreement. When a new classification is established, the Employer may designate a job classification and restructure the wage schedule as appropriate.

ARTICLE 4: SPECIFIC PURPOSE CLAUSE

SECTION 1. SAVINGS.

Should any provision of this Agreement be found to be inoperative, void or invalid by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision. Should any provision become inoperative as a result of court or other action, the parties agree to negotiate a substitute provision immediately.

SECTION 2. CLOSING OF NEGOTIATIONS.

This agreement covers wages for the contract year beginning July 1, 2023 through June 30, 2025. It is understood by the Union and the Employer that there shall be no re-opening of further negotiations concerning new or additional items during the life of this Agreement unless agreeable by both parties.

SECTION 3. SUCCESSOR.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by

consolidation, merger, sale, transfer, lease or assignment of either party hereto, or whatsoever by any change of any kind of the ownership of or management of either party hereto or of any separable, independent segment of either party hereto.

SECTION 4. EXCLUSIVENESS OF AGREEMENTS.

This Agreement shall contain all of the covenants, stipulations and provisions agreed upon by the parties. Therefore, for the life of this Agreement, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

ARTICLE 5: TERMINATION

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent by both parties.

This Agreement shall be effective as of July 1, 2023, and shall be binding upon the Employer and the Union and its members, and shall remain in full force and effect through June 30, 2025.

The Agreement shall remain in full force and effect during the period of negotiations.

APPENDIX A

CITY OF ANKENY, IOWA--AFSCME UNION

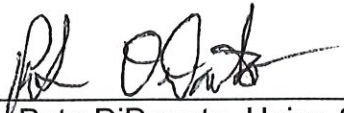
WAGE SCHEDULE

Grade	Department	Job Title
A06	Municipal Utilities	Utilities Operator Assistant
A07	Parks and Recreation	Groundskeeper
A07	Parks and Recreation	Park Maintenance Technician I
A07	Public Works	Equipment Operator
A07	Parks and Recreation	Facilities Maintenance Technician
A08	Municipal Utilities	Utilities Operator I
A09	Parks and Recreation	Park Maintenance Technician II
A09	Parks and Recreation	Groundskeeper II
A09	Parks and Recreation	Mechanic--Golf Course
A09	Public Works	Fleet Technician
A09	Public Works	Traffic Technician
A10	Municipal Utilities	Utilities Operator II
A11	Municipal Utilities	Utilities Operator III
A11	Parks and Recreation	Lead Park Maintenance Technician
A11	Public Works	Lead Equipment Operator
A11	Public Works	Lead Fleet Technician
A13	Municipal Utilities	Utilities Operator IV
A13	Public Works	Lead Traffic Technician

Approved FY2024	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A06	51,621	54,203	56,913	59,758	61,551	63,398
Hourly	24.818	26.059	27.362	28.730	29.592	30.480
Bi-Weekly	1,985.42	2,084.73	2,188.96	2,298.38	2,367.35	2,438.38
A07	54,492	57,217	60,077	63,080	64,973	66,922
Hourly	26.198	27.508	28.883	30.327	31.237	32.174
Bi-Weekly	2,095.85	2,200.65	2,310.65	2,426.15	2,498.96	2,573.92
A08	57,356	60,224	63,236	66,398	68,390	70,441
Hourly	27.575	28.954	30.402	31.922	32.880	33.866
Bi-Weekly	2,206.00	2,316.31	2,432.15	2,553.77	2,630.38	2,709.27
A09	60,216	63,228	66,389	69,709	71,800	73,954
Hourly	28.950	30.398	31.918	33.514	34.519	35.555
Bi-Weekly	2,316.00	2,431.85	2,553.42	2,681.12	2,761.54	2,844.38
A10	63,084	66,238	69,549	73,027	75,217	77,474
Hourly	30.329	31.845	33.437	35.109	36.162	37.247
Bi-Weekly	2,426.31	2,547.62	2,674.96	2,808.73	2,892.96	2,979.77
A11	65,946	69,243	72,706	76,342	78,632	80,991
Hourly	31.705	33.290	34.955	36.703	37.804	38.938
Bi-Weekly	2,536.38	2,663.19	2,796.38	2,936.23	3,024.31	3,115.04
A13	72,290	75,905	79,701	83,687	86,197	88,783
Hourly	34.755	36.493	38.318	40.234	41.441	42.684
Bi-Weekly	2,780.38	2,919.42	3,065.42	3,218.73	3,315.27	3,414.73

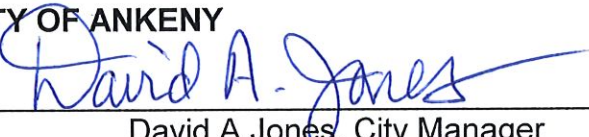
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective chief negotiators and their signatures placed thereon, all on this 20TH day of February, 2023 at Ankeny, Iowa.

**LOCAL #1868 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO**

By 
Pete DiDonato, Union Steward

By 
Matt Butler, Union Representative, AFSCME 61

CITY OF ANKENY

By 
David A Jones, City Manager

By _____
Mark E. Holm, Mayor



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat and warranty deed to streets, for Georgetown Plat 12.

EXECUTIVE SUMMARY:

Georgetown Plat 12 a proposed 8.6-acre plat creating two commercial lots located at the NW corner of NW 20th Street and NW Briargate Drive.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on February 7, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 PZ Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT AND WARRANTY DEED TO STREETS FOR
GEORGETOWN PLAT 12**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Georgetown Plat 12 on the 7th day of February 2023; and

WHEREAS, the attorney's title opinion, and warranty deed to streets, have been submitted and approved by the City Engineer and the Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the final plat for Georgetown Plat 12 is hereby approved; and
2. That the warranty deed to streets is hereby accepted;

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, February 7, 2023

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

CALL TO ORDER

Chair G.Hunter called the February 7, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #5. Georgetown Plat 12 Final Plat

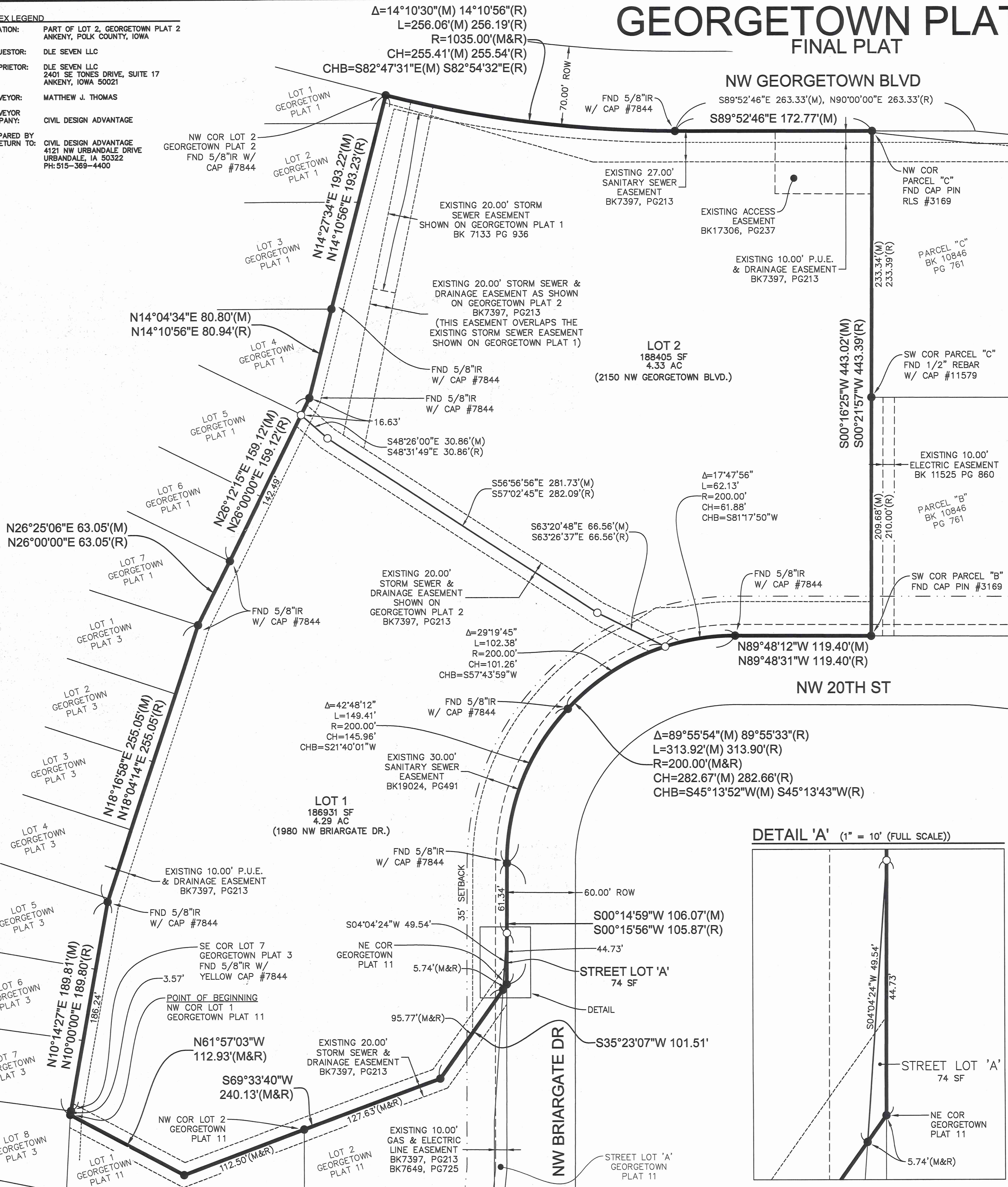
Motion to recommend City Council approval of Georgetown Plat 12 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item #1 - #5. Second by L.West. All voted aye. Motion carried 7– 0.

INDEX LEGEND
LOCATION: PART OF LOT 2, GEORGETOWN PLAT 2 ANKENY, POLK COUNTY, IOWA
REQUESTOR: DLE SEVEN LLC
PROPRIETOR: DLE SEVEN LLC 2401 SE TONES DRIVE, SUITE 17 ANKENY, IOWA 50021
SURVEYOR: MATTHEW J. THOMAS
SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE 4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PH: 515-369-4400

GEORGETOWN PLAT 12 FINAL PLAT

ROLL CALL	FOUND	SET
Plan & Zoning Commission	▲	△
Ankeny, IA	●	○
Date: February 7, 2023		
Ayes: 7	Nays: 0	Abstain: 0
APPROVED		
G. Hunter	Chairperson	
Matthew J. Thomas	Secretary	



OWNER / DEVELOPER

DLE SEVEN LLC
2401 SE TONES DRIVE, SUITE 17
ANKENY, IOWA 50021
PH: 515-964-1587
CONTACT: CHRIS MURRAY
EMAIL: CMURRAY@DENNYELWELLCOMPANY.COM

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- 5-FOOT SIDEWALK SHALL BE REQUIRED ALONG NW BRIARGATE DRIVE/NW 20TH STREET, AND NW GEORGETOWN BLVD. AT THE TIME OF SITE PLAN DEVELOPMENT.
- STREET LOT 'A' TO BE DEDICATED TO THE CITY OF ANKENY AND SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.

PLAT DESCRIPTION

A PART OF LOT 2, GEORGETOWN PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, GEORGETOWN PLAT 11, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 10°14'27" EAST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 189.81 FEET; THENCE NORTH 18°16'58" EAST ALONG SAID WESTERLY LINE, 255.05 FEET; THENCE NORTH 26°25'06" EAST ALONG SAID WESTERLY LINE, 63.05 FEET; THENCE NORTH 26°12'15" EAST ALONG SAID WESTERLY LINE, 159.12 FEET; THENCE NORTH 14°04'34" EAST ALONG SAID WESTERLY LINE, 80.80 FEET; THENCE NORTH 14°27'34" EAST ALONG SAID WESTERLY LINE, 193.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1035.00 FEET, WHOSE ARC LENGTH IS 256.06 FEET AND WHOSE CHORD BEARS SOUTH 82°47'31" EAST, 255.41 FEET; THENCE SOUTH 89°52'46" EAST ALONG SAID NORTHERLY LINE, 172.77 FEET TO THE NORTHWEST CORNER OF PARCEL "C" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10846, PAGE 761, BEING A PART OF SAID LOT 2; THENCE SOUTH 00°16'25" WEST ALONG THE WESTERLY LINE OF PARCEL "C" AND PARCEL "B" OF SAID PLAT OF SURVEY RECORDED IN BOOK 10846, PAGE 761, A DISTANCE OF 443.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B"; THENCE NORTH 89°48'12" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF NW 20TH STREET, A DISTANCE OF 119.40 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 200.00 FEET, WHOSE ARC LENGTH IS 313.92 FEET AND WHOSE CHORD BEARS SOUTH 45°13'52" WEST, 282.67 FEET; THENCE SOUTH 00°14'59" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF NW BRIARGATE DRIVE, 106.07 FEET TO THE NORTHEAST CORNER OF SAID GEORGETOWN PLAT 11, THENCE SOUTH 35°23'07" WEST ALONG THE NORTHERLY LINE OF SAID GEORGETOWN PLAT 11, A DISTANCE OF 101.51 FEET; THENCE SOUTH 69°33'40" WEST ALONG SAID NORTHERLY LINE, 240.13 FEET; THENCE NORTH 61°57'03" WEST ALONG SAID NORTHERLY LINE, 112.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.62 ACRES (375,413 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, RED PLASTIC CAP #19968 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	(M)	
RECORDED BEARING & DISTANCE	(R)	
DEEDED BEARING & DISTANCE	(D)	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	

ZONING

C-2

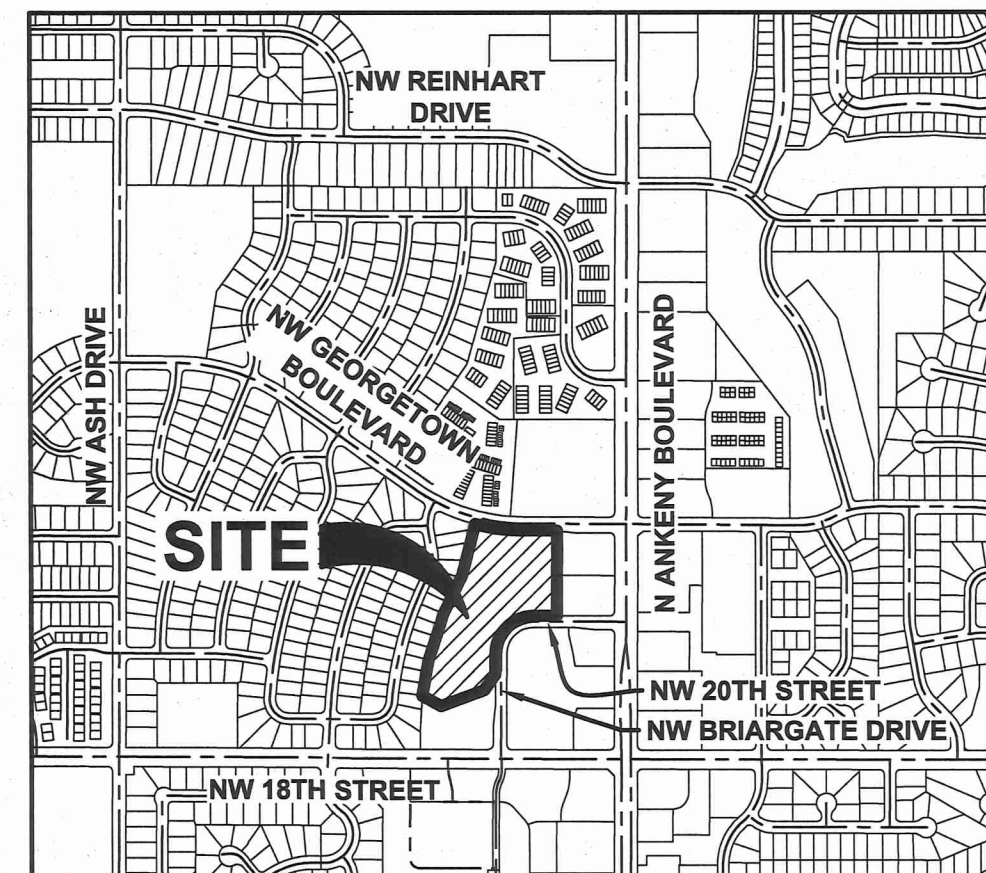
BULK REGULATIONS

SETBACKS	
FRONT YARD:	35 FEET
SIDE YARDS:	SAME AS REQUIRED IN R-3 DISTRICT FOR RESIDENTIAL USES. NO MINIMUM REQUIREMENTS FOR ANY OTHER PERMITTED USES, EXCEPT WHEN ADJOINING ANY R DISTRICT, IN WHICH CASE, 25 FEET. ANY SIDE YARD ADJOINING AN R DISTRICT SHALL BE BUFFERED BY USE OF LANDSCAPING, WALLS, OR FENCES TO EFFECTIVELY SCREEN THE COMMERCIAL USE FROM THE ADJOINING R DISTRICT.
REAR YARD:	40 FEET. ANY REAR YARD ADJOINING AN R DISTRICT SHALL BE BUFFERED BY USE OF LANDSCAPING, WALLS, OR FENCES TO EFFECTIVELY SCREEN THE COMMERCIAL USE FROM THE ADJOINING R DISTRICT.

DATE OF SURVEY

DECEMBER 28, 2022

VICINITY MAP (NOT TO SCALE)



ANKENY, IOWA



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MATTHEW J. THOMAS, P.L.S. DATE: 02/09/2023
LICENSE NUMBER 19968
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



*Plan and Zoning Commission
Staff Report*

Meeting Date: February 7, 2023

Agenda Item: Georgetown Plat 12 - Final Plat
Report Date: February 1, 2023
Prepared By: Laura Hutzell *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Georgetown Plat 12 Final Plat.

Project Summary:

Georgetown Plat 12 is a proposed 8.62-acre (+/-) final plat located at the NW corner of NW 20th Street and NW Briargate Drive and south of NW Georgetown Blvd. The subject final plat creates two developable lots that are both zoned C-2, General Retail and Highway Oriented Commercial District.

Project Report:

Streets: The subject final plat will be accessed from NW Briargate Drive and NW Georgetown Blvd. Lot 1 will be accessed via a future proposed entrance off of NW Briargate Drive. Lot 2 will have access off of NW Georgetown Blvd via an existing access easement at the NE Corner of the lot. Street Lot 'A' will be dedicated to the city as public right-of-way. No other street development will take place as a part of this plat.

Water: Water service will be provided by connecting to the eight-inch water line that runs along the west side of NW Briargate Drive.

Sewer: Sanitary service will be extended along the west side of NW Briargate Drive until connecting to the existing sanitary service line that is present along NW 20th Street.

Drainage: Runoff generally flows from west to east across the property to existing drainageways on the south side of lot 1 and between lots 1 and 2, ultimately draining into the storm sewer system within NW Briargate Drive.

Parkland: Parkland dedication is not required for commercial development.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Georgetown Plat 12

NAME OF OWNER/ DEVELOPER: DLE Seven, LLC

GENERAL INFORMATION:

PLAT LOCATION: NW corner of NW Briargate Drive & NW 20th Street, and S of NW
Georgetown Boulevard
SIZE OF PLAT: 8.62 acres
ZONING: C-2, General Retail and Highway Oriented Commercial District

LOTS:

NUMBER: Two Commercial Lots
SIZE/DENSITY: Lot 1: 4.29 acres, Lot 2: 4.33 acres
USE: Commercial
BUILDING LINES: Front = 35', Side = 25' when adjoining any residential district, Rear =
40'

PARK SITE DEDICATION: Not Required

ADJACENT LANDS:

NORTH: R-3, Multiple Family Residence District w/Restrictions
SOUTH: C-2, General Retail & Highway Oriented Commercial
EAST: C-2, General Retail & Highway Oriented Commercial
WEST: R-3, Multiple Family Residence District w/Restrictions

STREET DEVELOPMENT:

Street Lot 'A' will be dedicated to the City as public street right-of-way to accommodate the turn lane extension and traffic signal projects that will take place at the NW Briargate and NW 18th Street intersection. No other street development will take place as a part of this plat.

WASTE WATER:

PROJECTED FLOWS: 8.62 acres of developable land x 3,000= 25,860 GPD
TREATMENT PLANT CAPACITY: 47 MGD; current daily avg. 18 MGD

STORM WATER:

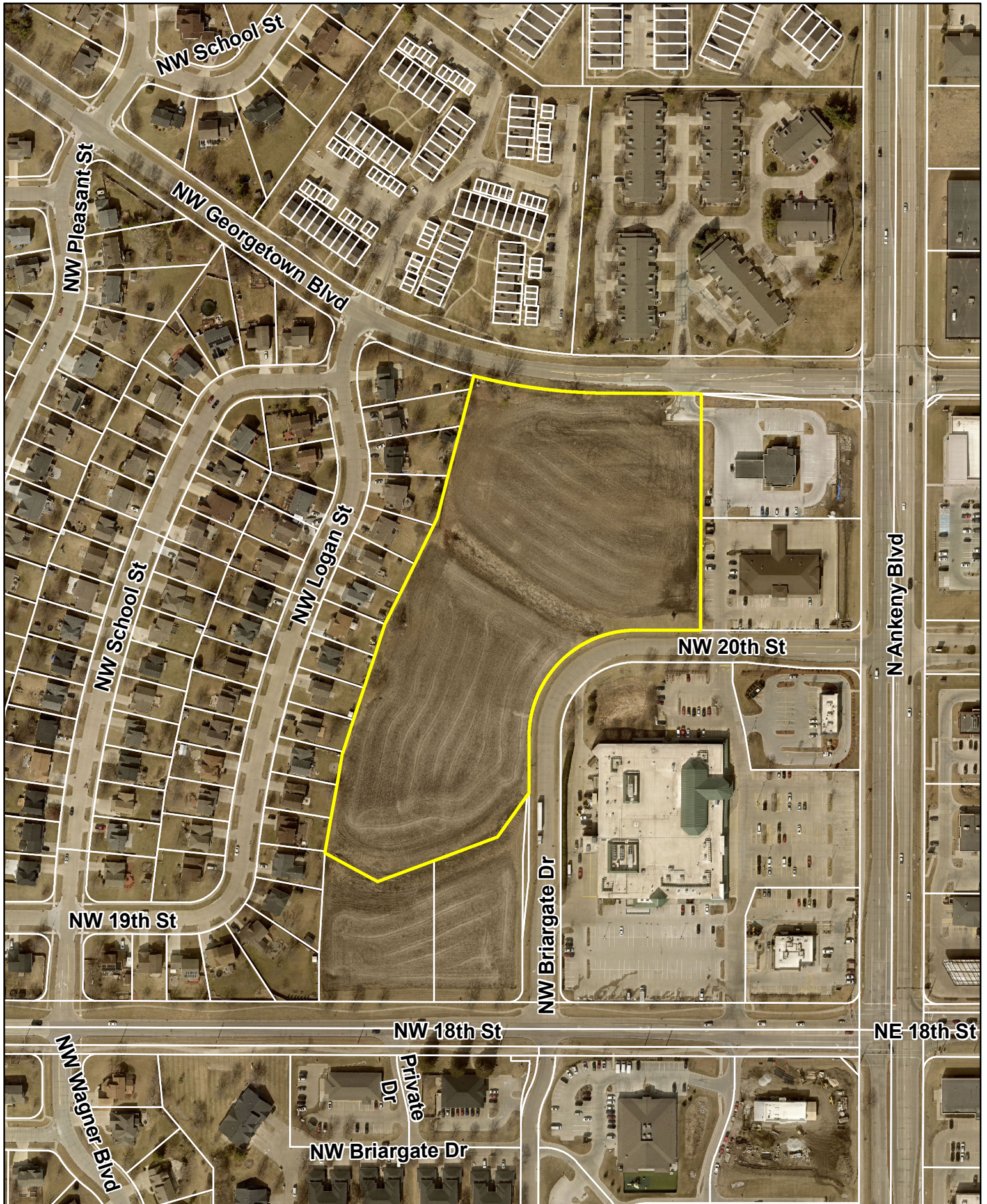
BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin

WATER SYSTEM:

USAGE: 8.62 acres of developable land X 3,000 gal. per day/person = 25,860 GPD
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N



1 inch = 230 feet

Date: 1/30/2023

**Georgetown Plat 12
Final Plat**



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

January 25, 2023

Honorable Mayor and City Council Members
c/o Laura Hutzell
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Georgetown Plat 12
Final Plat Submittal

Dear Council Members and Honorable Mayor;

On behalf of DLE Seven, LLC, we are pleased to submit herewith a Final Plat for Georgetown Plat 12 located at the NW corner of NW 20th Street and NW Briargate Drive. The property contains approximately 8.6 acres for 2 commercial lots.

We respectfully request approval of the Final Plat at the next regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

A handwritten signature in blue ink, appearing to read 'D. Roghair', is written over a horizontal line.

Dean Roghair, PE

cc: Chris Murray, DLE Seven, LLC



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 13.

EXECUTIVE SUMMARY:

DRA Properties LC and Fieldhouse at Prairie Trail have proposed the final plat, Vintage Business Park at Prairie Trail Plat 13. The plat area is located north west of the intersection of SW Vintage Parkway and SW Magazine Road. It is an 18.68-acre re-plat of Lots 1 and 2 and Outlot P of Vintage Business Park at Prairie Trail Plat 9, Lot 7 of Vintage Business Park at Prairie Trail Plat 10, and Outlot T of Vintage Business Park at Prairie Trail Plat 11. The area is in general conformance with the Prairie Trail Mixed Use Planned Unit Development that was approved by City Council on March 19th, 2007.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Community Development Director administratively approved the plat on February 13, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS AND SUBDIVISION
BOND FOR SEEDING AND EROSION CONTROL FOR
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13**

WHEREAS, the Director of Community Development of the City of Ankeny, Iowa, administratively approved the final plat for Vintage Business Park at Prairie Trail Plat 13 on the 13th day of February, 2023.

WHEREAS, the attorney's title opinion has been submitted and approved by the City Engineer of the City of Ankeny, Iowa.

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

1. That the final plat for Vintage Business Park at Prairie Trail Plat 13 is hereby approved;
2. That the Public Sidewalk Easement, Public Utility Easements, Public Water Main Easements, and Public Ingress/Egress Easement is hereby accepted.
3. That the subdivision bond for seeding and erosion control is hereby accepted.

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

COUNTY: POLK COUNTY, IOWA	CITY: ANKENY
LOCATION: LOTS 1-2 AND OUTLOT P VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 9 LOT 7 VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 10 OUTLOT T VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 11	
REQUESTED BY & PROPRIETORS:	C/O TARA MEREDITH 1515 NE 36TH STREET ANKENY, IOWA 50021 PHONE: (515) 965-5251
	FIELDHOUSE AT PRAIRIE TRAIL SPORTS COMPLEX LLC 1303 NE TUSCANY BLVD ANKENY, IA 50021-6696 PHONE: (515) 965-5251
SURVEYOR: ADAM D. SCHOEPPNER, PL# 26306	
SURVEY COMPANY: NILLES ASSOCIATES, INC.	
RETURN TO: ADAM D. SCHOEPPNER, PL# NILLES ASSOCIATES, INC. 1933 SW MAGAZINE ROAD ANKENY, IOWA 50023 PH: (515) 965-0123	

1. Land area : 18.68 acres
2. Vintage Business Park at Prairie Trail Plat 13 is part of the Vintage Business Park at Prairie Trail Neighborhood Plan approved by the City of Ankeny.
3. Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (I.e., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation.
4. The north line of Northeast Quarter of Section 27, Township 80 North, Range 24 West of the 5th Principal Meridian, Polk County, Iowa, is assumed to bear North 89 degrees 57 minutes 40 seconds East.
5. Developer shall be responsible for any recommendations from the approved Traffic Study and updates

VICINITY MAP

SCALE: 1" = 1000'

JOHN DEERE

PROPOSED SITE

NW POLK CITY DRIVE

NW 84TH AVE

SW 21ST CT

SW 24TH ST

SW 25TH CT

SW 26TH ST

SW 27TH ST

SW 28TH ST

SW 29TH ST

SW 30TH ST

SW 31ST ST

SW 32ND ST

SW 33RD ST

SW 34TH ST

SW 35TH ST

SW 36TH ST

SW 37TH ST

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SW 99TH ST

SW 100TH ST

SW MAGAZINE ROAD

SW STATE ST

SW MARKET ST

SW 1ST ST

SW 2ND ST

SW 3RD ST

SW 4TH ST

SW 5TH ST

SW 6TH ST

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SW 62ND ST

SW 63RD ST

SW 64TH ST

SW 65TH ST

SW 66TH ST

SW 67TH ST

SW 68TH ST

SW 6

Eric Jensen, Director
Community Development Department

ATTEST:

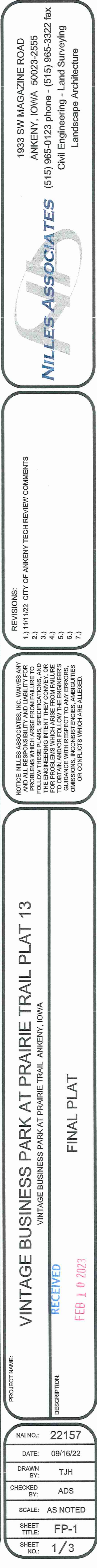
Brenda Fuglsang 2-13
Brenda Fuglsang Date
Administrative Assistant

<i>CURVE TABLE</i>					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	76.66'	433.00'	10°08'36"	76.56'	S37°39'45"W
C2	128.06'	3050.50'	2°25'27"	128.06'	N59°42'07"W
C3	157.90'	1048.00'	8°37'57"	157.76'	N65°13'49"W
C4	367.88'	942.00'	22°14'03"	365.57'	N79°35'49"W
C5	326.90'	958.00'	19°40'28"	325.30'	N79°47'58"W
C6	143.22'	948.00'	6°39'23"	143.09'	N72°48'29"W
C7	158.80'	948.00'	9°35'51"	158.61'	N81°56'06"W
C8	65.85'	948.00'	3°58'48"	65.84'	N88°43'26"W

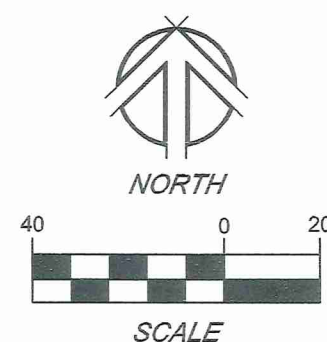
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Adam D. Schoepfner 11/02/22
Name: Adam D. Schoepfner, P.L.S. No. 26306 **Date:**
My license renewal date is December 31, 2023 **Date of survey:** 09/10/22
Pages or sheets covered by this seal: Sheets FP-1, FP-2 and FP-3 only.

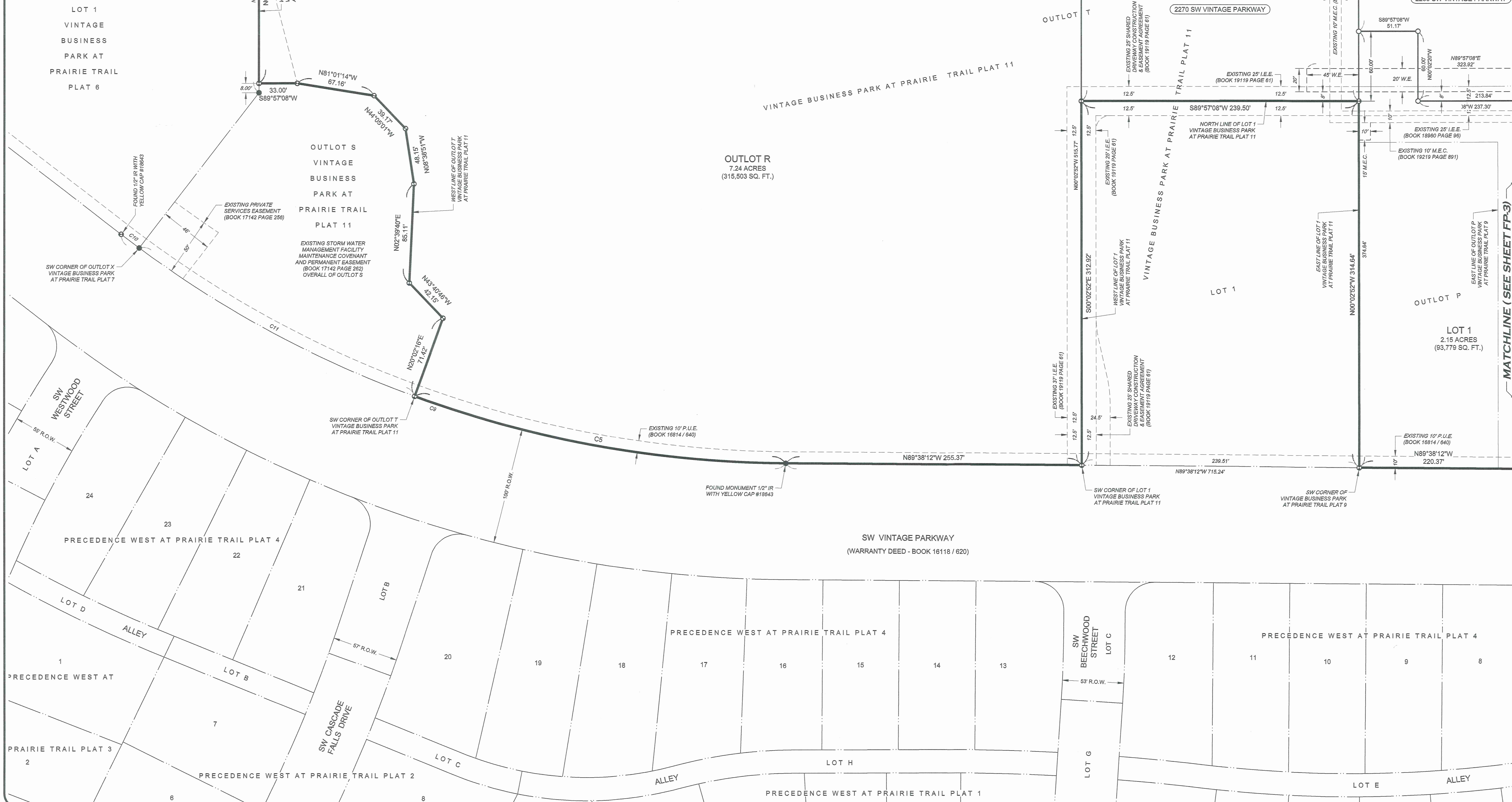
	Found section corner monument as noted
	Found monument 5/8" IR with red cap #18530
	Found monument 5/8" IR with blue cap #26306 unless otherwise noted
	Set monument 5/8" IR with blue cap #26306
	Subject boundary line
	Proposed boundary line
	Proposed easement line
	Existing boundary line
	Existing easement line
	Section line
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
MPE	Minimum Protection Elevation
A.E.	Access Easement
E.E.	Electric Easement
M.E.C.	MidAmerican Energy Company Underground Electric Easement
P.U.E.	Public Utility Easement
S.S.E.	Sanitary Sewer Easement
S.T.S.E.	Storm Sewer Easement
W.E.	Water main Easement
D.E.	Drainage Easement
S.W.M.F.C.	Storm Water Management Facility Maintenance Covenant And Permanent Easement
S.W.E.	Sidewalk Easement
S.W.F.E.	Surface Water Flowage Easement
I.E.E.	Ingress / Egress Easement
R/R	Record dimension
R.O.W.	Right - of - way



Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
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C7	158.80'	948.00'	9°35'51"	158.61'	N61°50'06"W
C8	65.85'	948.00'	3°58'48"	65.84'	N88°42'26"W
C9	617.11'	952.00'	37°08'28"	608.36'	S71°03'55"E
C10	19.53'	952.00'	1°10'31"	19.53'	S53°05'01"E
C11	270.68'	952.00'	16°17'22"	268.77'	S61°49'41"E



PART OF LOT 1
JOHN DEERE ACRES



NILLES ASSOCIATES
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

REVISIONS:

1.)	1/11/122	CITY OF ANKENY TECH REVIEW COMMENTS
2.)		
3.)		
4.)		
5.)		
6.)		
7.)		

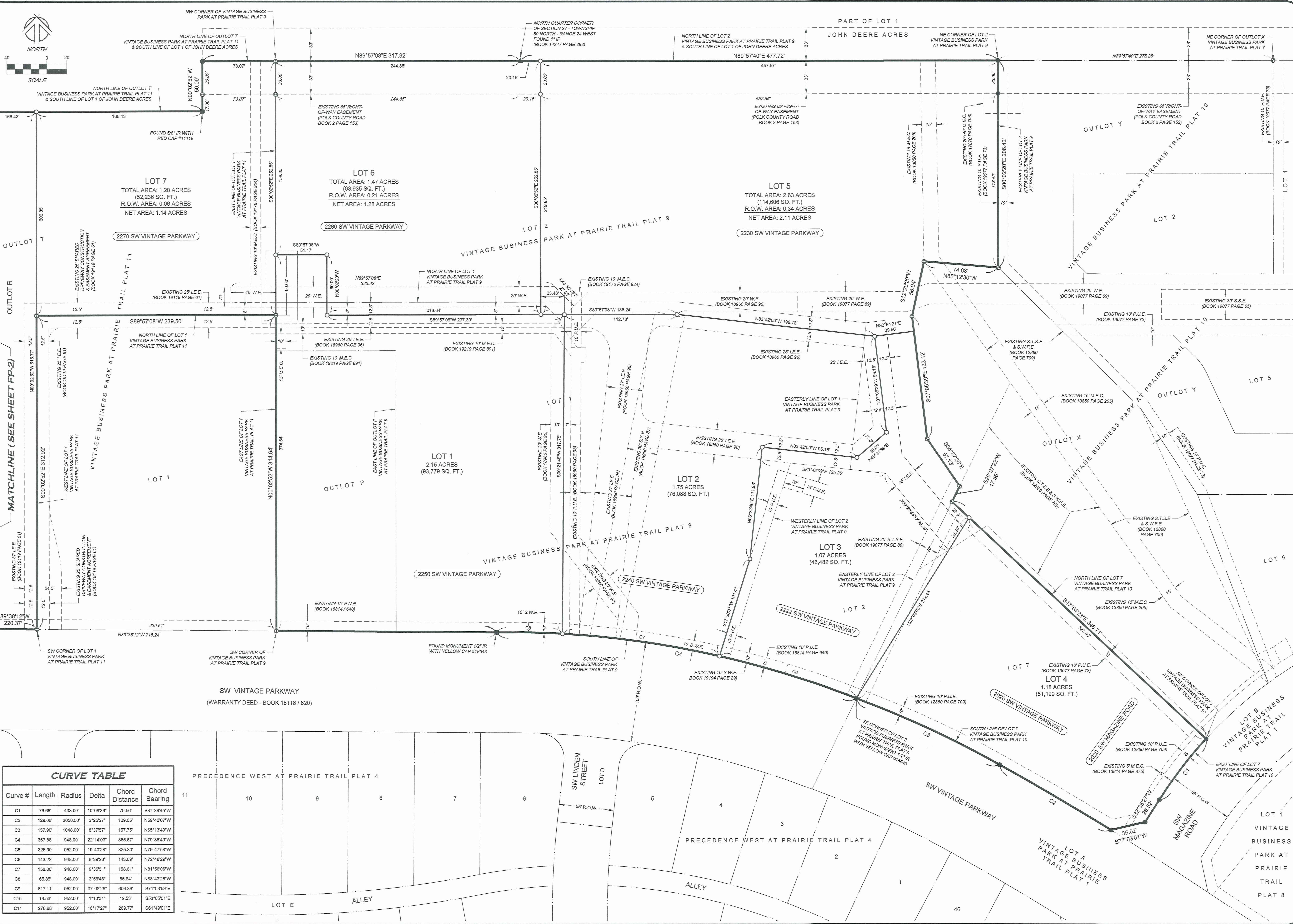
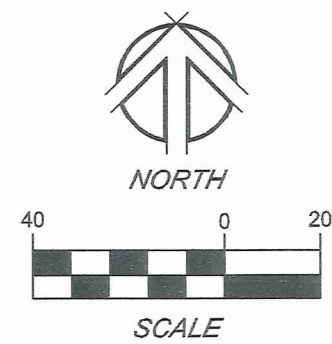
NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND THE ENGINEERING INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

RECEIVED
FEB 10 2023

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL ANKENY, IOWA

FINAL PLAT - WEST

PROJECT NAME:		DESCRIPTION:	
NAI NO.:		22157	
DATE:		09/16/22	
DRAWN BY:		TJH	
CHECKED BY:		ADS	
SCALE:		AS NOTED	
SHEET TITLE:		FP-2	
SHEET NO.:		2/3	



CURVE TABLE				
Curve #	Length	Radius	Delta	Chord Distance
C1	76.66'	433.00'	10°08'38"	76.56'
C2	129.06'	3060.50'	2°29'27"	129.05'
C3	157.90'	1048.00'	8°37'57"	157.75'
C4	367.88'	948.00'	22°14'03"	365.57'
C5	326.90'	952.00'	19°40'28"	325.30'
C6	143.22'	948.00'	8°39'23"	143.09'
C7	158.80'	948.00'	9°35'51"	158.61'
C8	65.85'	948.00'	3°58'48"	65.84'
C9	617.11'	952.00'	37°08'26"	606.36'
C10	19.53'	952.00'	1°10'31"	19.53'
C11	270.68'	952.00'	16°17'27"	269.77'

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

REVISIONS:

1.) 11/11/22 CITY OF ANKENY TECH REVIEW COMMENTS

2.)

3.)

4.)

5.)

6.)

7.)

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13

DESCRIPTION: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL, ANKENY, IOWA

PROJECT NAME: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 13

DESCRIPTION: VINTAGE BUSINESS PARK AT PRAIRIE TRAIL, ANKENY, IOWA

DATE: 09/16/22

DRAWN BY: TJH

CHECKED BY: ADS

SCALE: AS NOTED

SHEET TITLE: FP-3

SHEET NO.: 3/3

DATE: 09/16/22

DRAWN BY: TJH

CHECKED BY: ADS

SCALE: AS NOTED

SHEET TITLE: FP-3

SHEET NO.: 3/3

V:\NAI 2017\Projects 2017\22157\dwg\22157-FP13.dwg

Agenda Item: Vintage Business Park at Prairie Trail Plat 13

Report Date: February 13, 2023

Prepared by: Ryan Kirschman
Planner I

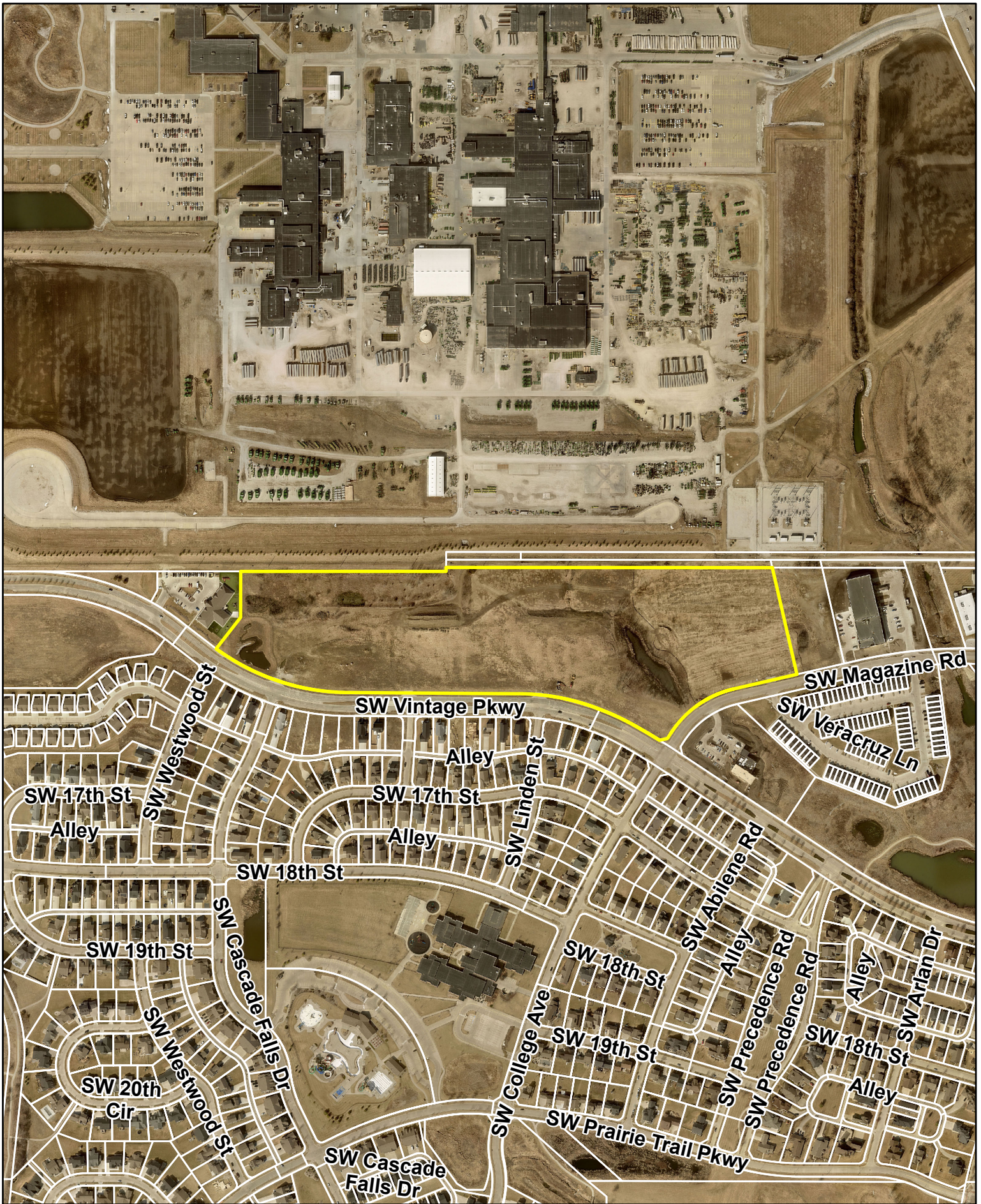
ESC

Staff Recommendation

That the final plat for Vintage Business Park at Prairie Trail Plat 13 be approved.

Project Report

DRA Properties LC and Fieldhouse at Prairie Trail have proposed the final plat, Vintage Business Park at Prairie Trail Plat 13. The plat area is located north west of the intersection of SW Vintage Parkway and SW Magazine Road. It is an 18.68-acre re-plat of Lots 1 and 2 and Outlot P of Vintage Business Park at Prairie Trail Plat 9, Lot 7 of Vintage Business Park at Prairie Trail Plat 10, and Outlot T of Vintage Business Park at Prairie Trail Plat 11. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved March 7, 2022. The purpose of this plat is to split into multiple buildable lots and parking lots. Lot 1 is currently under construction for a West Gym addition for the Fieldhouse.



N



1 inch = 522 feet

Date: 2/13/2023

**Vintage Business Park at Prairie Trail Plat 13
Final Plat**



September 16, 2022

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

**RE: Vintage Business Park at Prairie Trail Plat 13
Approval Letter**

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of the property owner DRA Properties, we are submitting the final plat for Vintage Business Park at Prairie Trail Plat 13, which is a re-plat of Vintage Business Park at Prairie Trail Plat 9, part of Outlot T, Vintage Business Park at Prairie Trail Plat 11 and Lot 7, Vintage Business Park at Prairie Trail Plat 10.

We are working with the developer to prepare an amended site plan for phase 1 of The Fieldhouse at Prairie Trail to include the West Gym addition located west of the multi-sport indoor youth sport facility currently under construction. The plat also creates lots for future buildings and parking lots. The site is 4.26 acres and is located north of SW Vintage Parkway across from the intersection at SW Linden Street.

The final plat has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this final plat to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements and parksite dedication agreement for Kimberley Crossing Plat 2.

EXECUTIVE SUMMARY:

The Kimberley Crossing Plat 2 is a proposed 0.95-acre (+/-) plat located in the northwest corner of the intersection of NE Sienna Drive and NE 56th Street, this plat was previously Lot 16 on Kimberley Crossing Plat 1. The subject plat creates 5 single-family lots and shows associated utilities and easements. The proposed plat is in general conformance with the Miller Farm Property PUD.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on May 17, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3544

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, AND PARKSITE DEDICATION
AGREEMENT FOR KIMBERLEY CROSSING PLAT 2**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Kimberley Crossing Plat 2 on the 17th day of May, 2022; and

WHEREAS, the attorney's title opinion, platted easements, and parksite dedication agreement have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the final plat for Kimberley Crossing Plat 2 is hereby approved; and
2. That the public drainage easement, public gas easement, public utility easement, and amendment to public storm water management facility maintenance covenant and permanent easement agreement are hereby accepted; and
3. That Parksites Dedication Agreement is approved and is accepted in lieu of park land.

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

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 17, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Vice Chair T.Rapp called the May 17, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #2. Kimberley Crossing Plat 2 Final Plat

Motion to recommend City Council approval of Kimberley Crossing Plat 2 Final Plat.

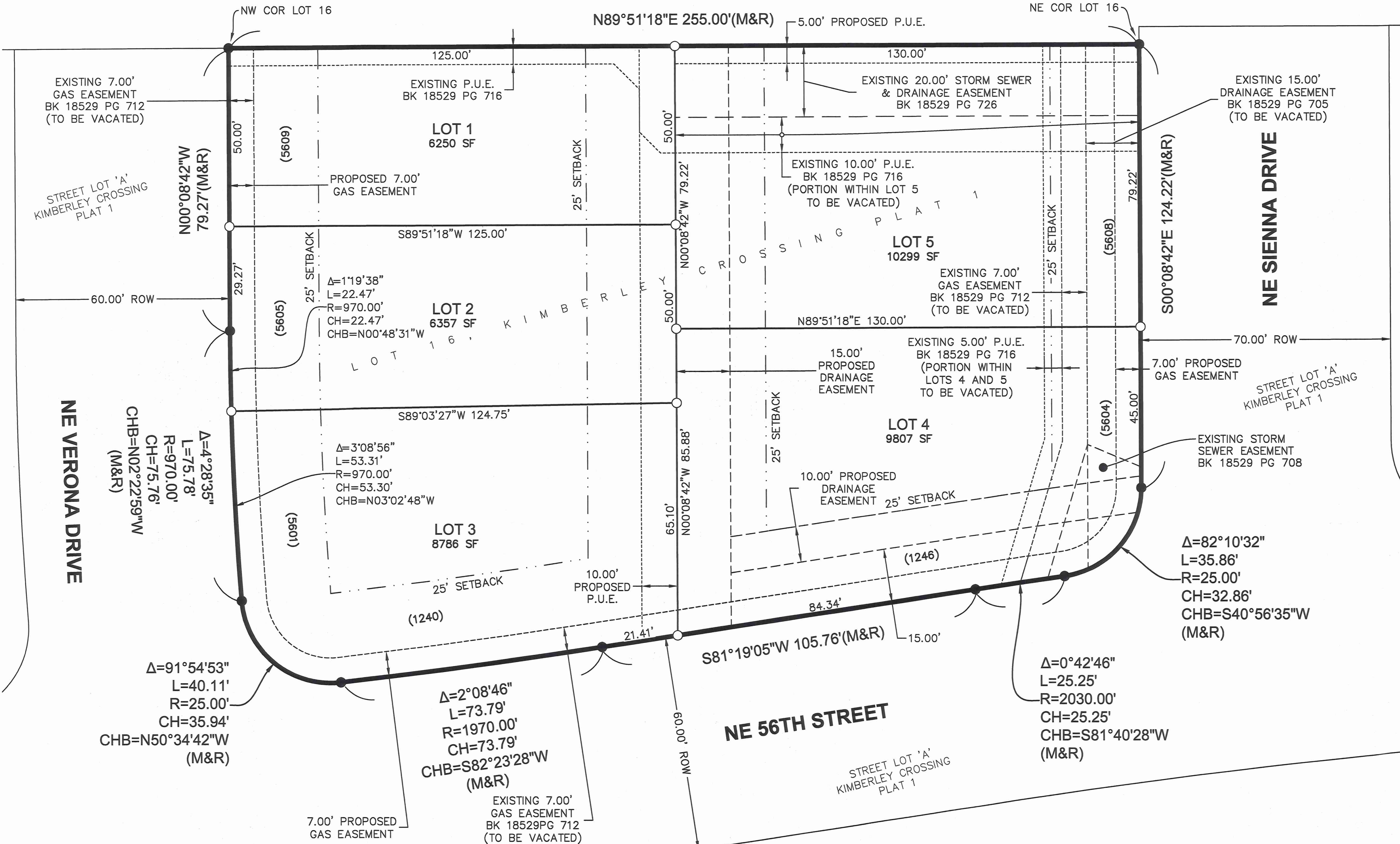
Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #4. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

INDEX LEGEND
LOCATION: LOT 16, KIMBERLEY CROSSING PLAT 1
ANKENY, POLK COUNTY, IOWA
REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION
PROPRIETOR: KIMBERLEY DEVELOPMENT CORPORATION
2785 N. ANKENY BLVD STE 22
ANKENY, IA 50021
SURVEYOR: MICHAEL A. BROONER
SURVEYOR
COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

KIMBERLEY CROSSING PLAT 2

FINAL PLAT

PT SW FRL 1/4
SEC 31-81-23



OWNER / DEVELOPER

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 N. ANKENY BLVD STE 22
ANKENY, IA 50021
PH: (515) 963-8335

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

P.U.D. DISTRICT
MINIMUM LOT WIDTH: 50'
MINIMUM 2-FAMILY LOT WIDTH=75' TOTAL
FRONT: 25'
REAR: 25'
SIDE: 5'

NOTE: MINIMUM OF ONE OVERSTORY/ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

DATE OF SURVEY

APRIL 4, 2022

PLAT DESCRIPTION

LOT 16, KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.95 ACRES (41,499 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

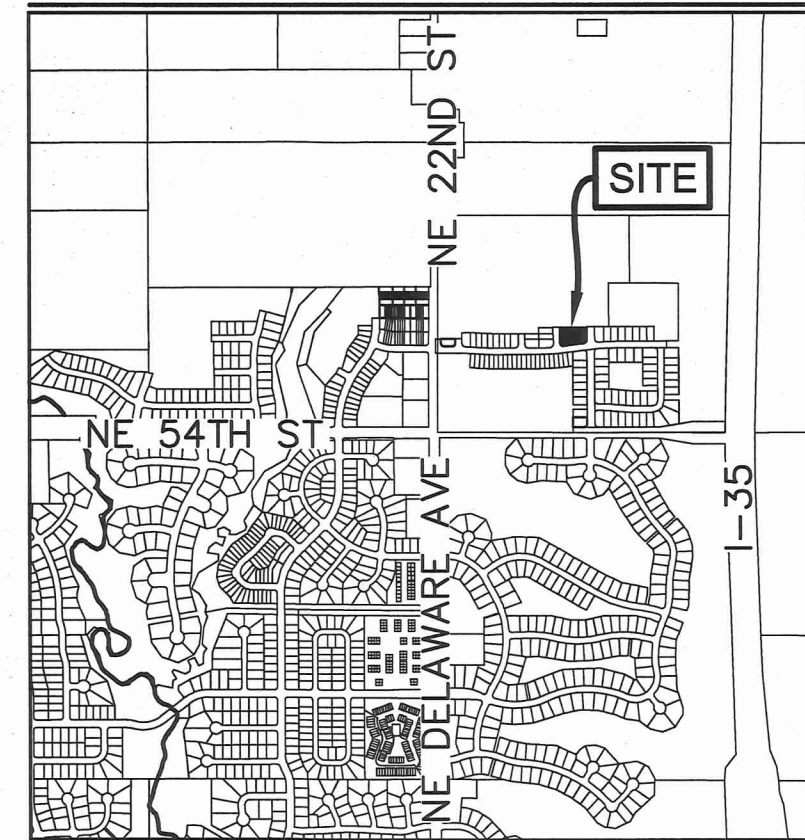
- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, MAP NUMBER 19153C0065F WITH A EFFECTIVE DATE OF FEBRUARY 1, 2019.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: May 17, 2023
Ayes: 6 Nays: 0 Abstain: 1 Absent: 1
APPROVED
J. Rapp, Vice Chairperson
Brenda Hyslop, Secretary

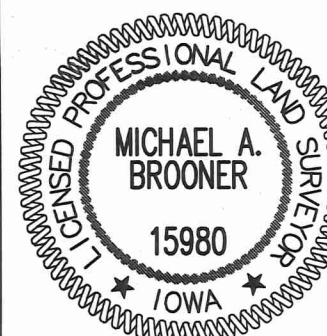
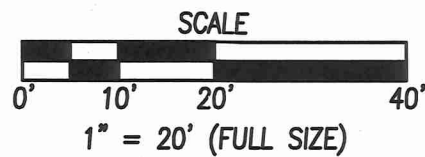
LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	
BUILDING SETBACK LINE	---	
PLAT BOUNDARY	---	

VICINITY MAP NOT TO SCALE



ANKENY, IOWA



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
Michael A. Brooner, P.L.S. 3-10-2023 DATE
LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: GH

ENGINEER: EKO

KIMBERLEY CROSSING PLAT 2

FINAL PLAT

RECEIVED
FEB 13 2023
CITY OF ANKENY

2/4
2203.197



*Plan and Zoning Commission
Staff Report*

Meeting Date: May 17, 2022

Agenda Item: Kimberley Crossing Plat 2 – Final Plat
Report Date: May 12, 2022
Prepared by: Jake Heil *EJC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Kimberley Crossing Plat 2 Final Plat.

Project Summary:

The Kimberley Crossing Plat 2 is a proposed 0.95-acre (+/-) plat located in the northwest corner of the intersection of NE Sienna Drive and NE 56th Street, this plat was previously Lot 16 on Kimberley Crossing Plat 1. The subject plat creates 5 single-family lots and shows associated utilities and easements. The proposed plat is in general conformance with the Miller Farm Property PUD.

Project Report:

- Streets:** This plat will be primarily accessed via NE 56th Street from NE Delaware to the west and via NE Sienna Drive that provides access through the Otter Creek development to the south. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** A 12-inch water main is being installed along NE 56th Street, a 10-inch main will be installed along NE Sienna Drive and an 8-inch main will be installed along NE Verona Drive. All of these water mains are being installed with Kimberley Crossing Plat 1.
- Sewer:** NE Sienna Drive will be serviced by a 12-inch trunk sanitary sewer main, and 8-inch sanitary sewer mains will be installed along NE 56th Street and NE Verona Drive.
- Drainage:** Generally, stormwater in this plat will flow towards the middle of the plat and then south until NE 56th Street where it the flow east. From there stormwater drains into a stormwater detention pond in Outlot X in Kimberley Crossing Plat 1. Stormwater then eventually drains to the south via storm sewer mains and detention ponds ultimately outletting into Otter Creek.
- Parkland:** A total of 3.82 acres of parkland dedication is required for Kimberley Crossing Plats 1 and Plat 2. Outlot Y, in Kimberley Crossing Plat 1, is comprised of 6.58 acres and was deeded to the City with Plat 1. The total parkland dedication for the Miller Farm PUD is estimated to be approximately 6.58 acres. Any additional required parkland that is not met by the 6.58 acres already deeded will be payment in lieu of parkland dedication.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Kimberley Crossing Plat 2
NAME OF OWNER/ DEVELOPER: Kimberley Development Corp.

GENERAL INFORMATION:

PLAT LOCATION: North of NE 56th Street, West of NE Sienna Drive
SIZE OF PLAT: 0.95 acres
ZONING: Miller Farm PUD

LOTS:

NUMBER: 5 single-family lots
SIZE/DENSITY: 5.2 units per acre
USE: Residential
BUILDING LINES: Miller Farm PUD:
Min. Lot Width: 50' (75' for 2-Family lot)
Front: 25'
Rear: 25'
Side: 10' total (min. 5' one side)

PARK SITE DEDICATION:

A total of 3.82 acres of parkland dedication is required for Kimberley Crossing Plats 1 and Plat 2. Outlot Y, in Kimberley Crossing Plat 1, is comprised of 6.58 acres and was deeded to the City with Plat 1. The total parkland dedication for the Miller Farm PUD is estimated to be approximately 6.58 acres. Any additional required parkland that is not met by the 6.58 acres already deeded will be payment in lieu of parkland dedication.

ADJACENT LANDS:

NORTH: Miller Farm Property PUD
SOUTH: Miller Farm Property PUD
EAST: Miller Farm Property PUD
WEST: Miller Farm Property PUD

STREET DEVELOPMENT:

No new street development associated with this plat.

WASTE WATER:

PROJECTED FLOWS: 0.95 acres of developable land X 990 gal. per day/single-family residential
= 940.5 GPD

WRA CAPACITY: 47 MGD; current daily avg. 18 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: North Four Mile Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Upper Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 5 units X 3 pers. per house X 100 gal. per day/person = 1,500 GPD

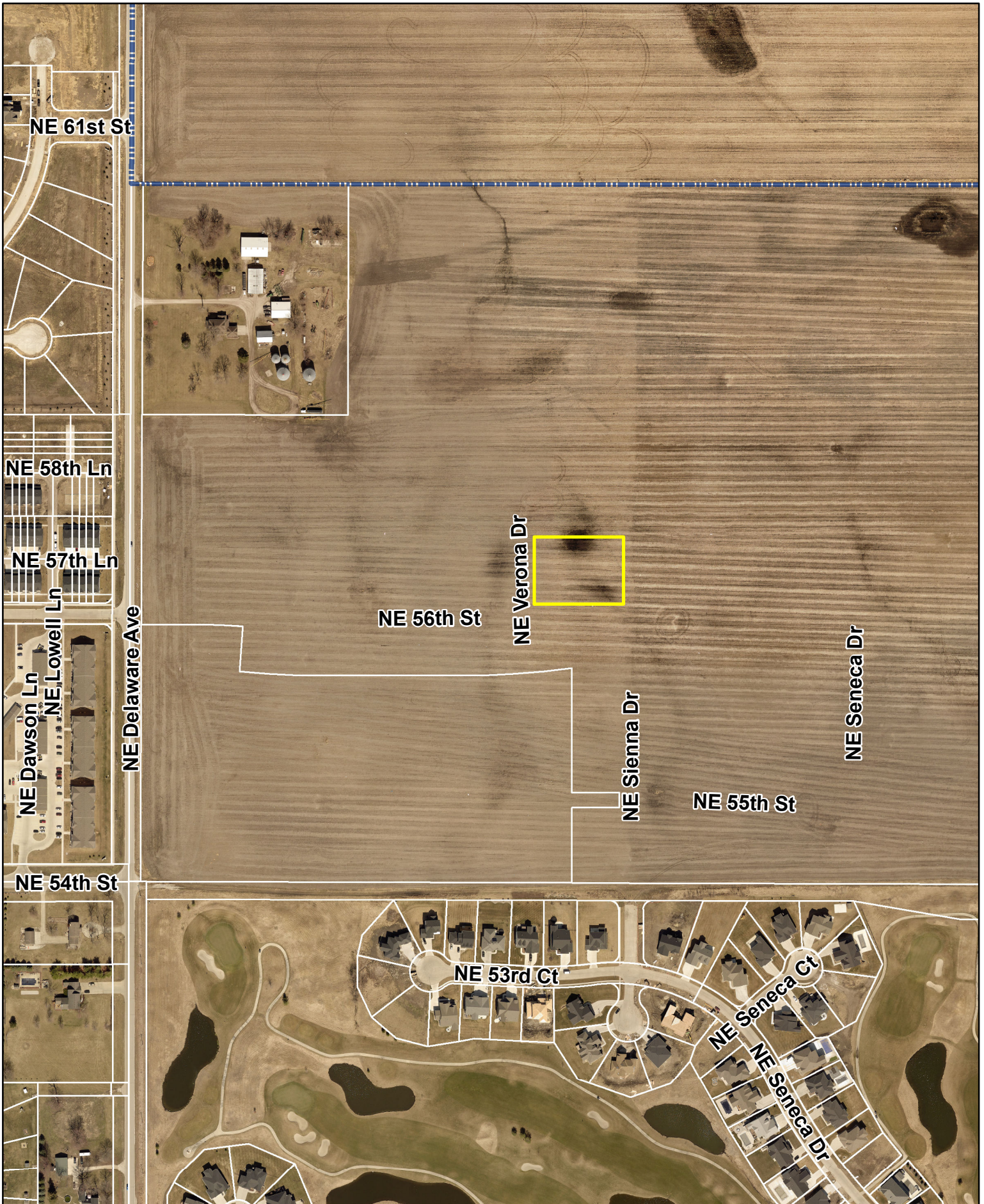
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 6, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jake Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Kimberley Crossing Plat 2
Final Plat & Construction Drawing Approval

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Kimberley Development Corporation, we submit herewith the following final plat and construction drawings for review and approval. The project area contains 0.95 acres and is located northwest of the intersection of NE Sienna Drive and NE 56th Street. The final plat includes the development of five single family lots within the Kimberley Crossing Planned Unit Development area. 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

Erin K. Ollendike, P.E.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

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 I-35 access at NE 126th Avenue PCC Pavement and Grading project.

EXECUTIVE SUMMARY:

The Iowa Department of Transportation has scheduled a PCC Pavement and Grading Project for I-35 access at NE 126th Avenue, north of NE 36th Street in Ankeny to north of NE 158th Street.

I-35 access at NE 126th Avenue (Elkhart interchange) will need to be closed in order to complete the project. Construction will occur in calendar year 2023, and the closure is estimated to be from April 1 to June 1, 2023; the agreement terminates on December 1, 2023. During the project, I-35 access at NE 126th Avenue traffic will be detoured to the interchange at NE 36th Street, as indicated on the map exhibit within the agreement. There are two detours for the traffic from the NE 126th Avenue ramps, designated Detour A and Detour B. Detour A will be used initially and Detour B when the construction on NE 36th Street at NE Four Mile Drive is complete. This detour will include local agency roads; specifically NE 36th Street

between N Ankeny Boulevard and NE 29th Street/ NE Four Mile Drive; and 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

RESOLUTION 2023-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 the I-35 access at NE 126th Avenue for the purposes of construction; 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 36th Street from U.S. 69 to I-35, and
NE 36th Street from I-35 to NE 29th Street.

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 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

District 1 Field Office

2300 SE 17th Street, Grimes, IA 50111

Phone: (515) 986-5471 | Email: john.narigon@iowadot.us

February 1, 2023

Ref: 640

Mark Mueller
Public Works Director
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023

Subject: I-35 access at NE 126th Ave PCC Pavement - Grade and New Project Detour Agreement with City of Ankeny

Dear Mark:

The Iowa Department of Transportation has scheduled a PCC Pavement - Grade and New project for I-35 access at NE 126th Ave N of NE 36th St in Ankeny to N of NE 158th St.

I-35 access at NE 126th Ave will need to be closed in order to complete the project. Construction will occur in calendar year 2023, and the closure is estimated to be from April 1 to June 1. During the project, I-35 access at NE 126th Ave traffic will be detoured as indicated on the enclosed map. There are two detours for the traffic from the east ramps, designated Detour A and Detour B. Detour A will be used initially and Detour B when the construction on 36th by the Costco is complete. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-986-5471 or john.narigon@iowadot.us.

Sincerely,



John Narigon
District 1 South Area Staff Engineer

Enclosure

cc: Allyson Smyth, IA DOT, District 1
Jake Bennett, Des Moines Garage
Jeff Cunningham, EOT



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 Department; and the

City of Ankeny

, hereinafter known as the Local Public Agency (LPA).

WHEREAS, the Department has determined the necessity to temporarily close primary highway I-35 access at NE 126th Ave

for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies; 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:

36th St from US 69 to I-35; 36th from I-35 to NE 29th St; ; and

WHEREAS, Authorized representatives of both the Department and the LPA shall jointly execute and sign a written report concerning the condition of the proposed detour, after jointly inspecting said road, the subject of the proposed detour; said report to be in sufficient detail as to reasonably reflect the condition of the roadway base, surface, shoulders and bridges; and

WHEREAS, the Department will review, and inspect when necessary, the bridges on the detour route and determine the maximum vehicle weight (up to 156,000 pounds) that can be safely carried on these bridges and submit this information to the LPA for its review. The LPA may choose to restrict detour traffic to only vehicles of legal weight or size. If the LPA allows oversize or overweight loads, it shall notify the Department in writing. The Department shall approve the routing of overweight vehicles on the detour route, up to the limits specified by the LPA; and

WHEREAS, the Department agrees to perform the following pre-detour maintenance, if any:

None ; and

WHEREAS, the Department 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 Department 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 Department shall restore the local agency road to as nearly as possible as good condition as it was prior to its designation as a temporary primary road, or adequately compensate the local agency for excessive traffic 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, 2023 and end December 1, 2023 ; 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)
Iowa Department of Transportation

Date

City representative

Date

Printed name and title of city representative

County representative

Date

Printed name and title of county representative

In Accordance with Iowa DOT Policy No. 600.05, Appendix A (Gas Tax Method)

Prepared By: J. Narigon

Based on Iowa DOT Traffic Book data for the year: 2016

Detour Description and Input

See attached

$$\begin{array}{l} \text{Length of Detour (miles)} = \frac{1.60}{220} \\ \text{Duration of Detour (days)} = \end{array}$$

Average fuel efficiency for Cars (mpg) =	24
Average fuel efficiency for Trucks (mpg) =	7
Combined Gas Tax Factor for Cars (\$/gal) =	0.13
Combined Gas Tax Factor for Trucks (\$/gal) =	0.16
Gas Tax Income from Cars =	\$ 1,916.20
Gas Tax Income from Trucks =	\$ 249.42
Total Detour Compensation (Gas Tax Method) =	\$ 2,165.62

In Accordance with Iowa DOT Policy No. 600.05, Appendix A (Gas Tax Method)

Local Agency: Ankeny

Prepared By: J. Narigon

Based on Iowa DOT Traffic Book data for the year: 2016

Detour Description and Input

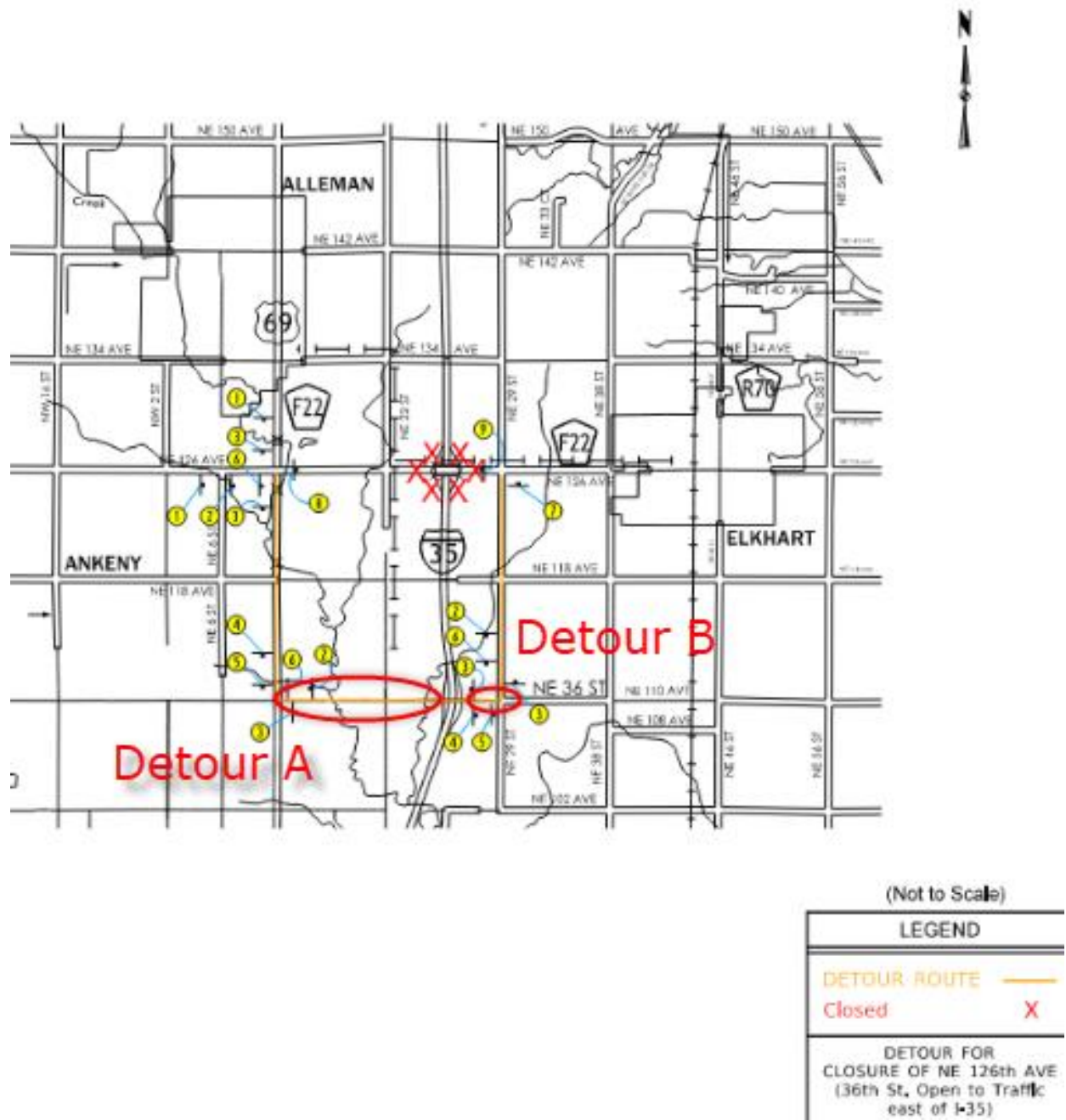
See attached

$$\begin{aligned} \text{Length of Detour (miles)} &= \frac{0.40}{180} \\ \text{Duration of Detour (days)} &= \end{aligned}$$

Calculation of Detour Compensation

Average fuel efficiency for Cars (mpg) =	24
Average fuel efficiency for Trucks (mpg) =	7
Combined Gas Tax Factor for Cars (\$/gal) =	0.13
Combined Gas Tax Factor for Trucks (\$/gal) =	0.16
Gas Tax Income from Cars =	\$ 832.26
Gas Tax Income from Trucks =	\$ 108.62
Total Detour Compensation (Gas Tax Method) =	\$ 940.88

Detour A 1.6 Miles Detour B 0.4 Miles





ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main and sanitary sewer in Kimberley Crossing Plat 2.

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
 Resolution
 Certificate of Completion
 Maintenance Bond

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN, SANITARY SEWER AND STORM SEWER IN KIMBERLEY CROSSING PLAT 2

WHEREAS, the plans and specification for the construction of **Kimberley Crossing Plat 2** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main, sanitary sewer and storm sewer in **Kimberley Crossing Plat 2** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 20th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

KIMBERLEY CROSSING PLAT 2

Ankeny, Iowa

February 20, 2023

This is to certify that the construction improvements on the *Kimberley Crossing Plat 2* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 16926*

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Vanderpool Construction, Inc. of Indianola, Iowa as principal and Merchants Bonding Company (Mutual) of Des Moines, IA as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of Seventy-seven Thousand Seven Hundred Sixty-five And No/100 DOLLARS (\$ \$77,765.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 7th day of April, 2021, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Sanitary Sewer, Water Lines, Storm Sewer Improvements In connection with Kimberley Crossing Plat 2, Ankeny,
Iowa

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

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

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

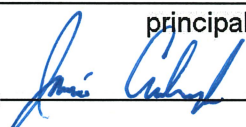
NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 13th day of May,
2022.

Vanderpool Construction, Inc.

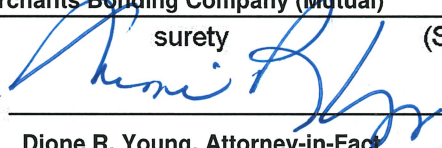
principal

by 

Merchants Bonding Company (Mutual)

surety

(SEAL)

by 

Dione R. Young, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

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 14th day of February, 2022.

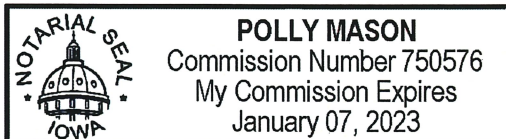


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February, 2022, 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)

Polly Mason
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of May, 2022.



William Warner Jr.
Secretary



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in Courtyards at Harvest Ridge Plat 4 for utilities (sanitary sewer & water main).

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
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN THE COURTYARDS AT HARVEST RIDGE PLAT 4 FOR WATER MAIN AND SANITARY SEWER

WHEREAS, on the 5th day of July, 2022, the City of Ankeny, Iowa entered into a three-party contract with Dan Petersen Construction LLC, the Contractor, and Courtyards At Harvest Ridge LLC, the Developer, for the construction of certain public improvements generally described as water main and sanitary sewer, approved under Resolution No. 2022-326; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on February 20th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 20th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk



CERTIFICATE OF COMPLETION

Courtyards at Harvest Ridge Plat 4
Ankeny, Iowa

February 20th, 2023

This is to certify that the construction improvements on the Courtyards at Harvest Ridge Plat 4 project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with DRA Properties, L.C., concerning the construction of a traffic signal at the intersection of SW District Drive and SW Magazine Road in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

DRA Properties, LC has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of SW District Drive and SW Magazine Road in the City of Ankeny. DRA Properties, L.C. and City staff agreed to a set of terms and conditions outlined in the Development Agreement, and a copy of said Development Agreement is attached for reference. The traffic signal at the SW District Drive and SW Magazine Road intersection is not currently programmed in the City's Capital Improvements Program (CIP).

FISCAL IMPACT: **Yes**

The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the Intersection, up to a maximum amount per the table shown below as the date of the bid letting for the traffic signal at the Intersection, as the Developer's contribution

to the traffic signal within thirty (30) days after the new traffic signal is operational. Year 1 in the table below shall represent the year City Council accepts the public improvements for the Project. The maximum total amount paid by the Developer, for construction of the traffic signal, shall be the dollar amount from the table below.

Year 1 - \$90,000

Year 2 - \$92,700

Year 3 - \$95,481

Year 4 - \$98,345

Year 5 - \$101,295

Year 6 - \$104,334

Year 7 - \$107,464

Year 8 - \$110,688

Year 9 - \$114,009

Year 10 - \$117,429

CITY MANAGER'S RECOMMENDATIONS:

Approve the Development Agreement with DRA Properties, L.C., for the construction of a traffic signal at the intersection of SW District Drive and SW Magazine Road, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH DRA PROPERTIES, LC CONCERNING THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SW DISTRICT DRIVE AND SW MAGAZINE ROAD IN THE CITY OF ANKENY, IOWA

WHEREAS, DRA Properties, LC has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of SW District Drive and SW Magazine Road in the City of Ankeny; and,

WHEREAS, the Developer will reimburse the City twenty-five percent (25%) of the traffic signal construction costs for the traffic signal, payment amount shall follow the table found in the Development Agreement, at the intersection of SW District Drive and SW Magazine Road within thirty (30) days after the traffic signal is operational; and,

WHEREAS, DRA Properties, LC and City Staff agreed to set the terms of conditions outlined in the attached Development Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa hereby authorizes the Mayor to sign the aforesaid Development Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ANKENY, IOWA, AND DRA PROPERTIES, LC**

WHEREAS, the City of Ankeny, Iowa (hereinafter the “City”) has received a traffic impact study from DRA Properties, LC (hereinafter the “Developer”) regarding the planned development of the District 7 Building, Lot 1, The District at Prairie Trail Plat 13 (hereinafter the “Project”); and

WHEREAS, the February 1, 2023 Traffic Study (“Current Traffic Study”) shows that additional traffic generated from the Project will require a future traffic signal at the intersection of SW District Drive and SW Magazine Road (the “Intersection”); and

WHEREAS, the Current Traffic Study contemplates that the traffic signal will likely be warranted within 10 years of this agreement based on the Project being open to the public; and

WHEREAS, the traffic signal is not currently programmed into the City’s current Capital Improvement Program (“CIP”); and

WHEREAS, the City is agreeable to share in the cost of the traffic signal, as well as complete the traffic signal as part of a future City CIP project.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and install a traffic signal at the Intersection when the traffic signal is needed and warrants are met.
2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the “Right of Way”) reasonably acceptable to Developer, which may be necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the installation of the traffic signal. The Right-of-Way will be determined during the preliminary design phase of the traffic signal. The Right of Way shall be provided at no cost to the City.
3. The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the Intersection, up to a maximum amount per the table shown below, as of the date of the bid letting for the traffic signal at the Intersection, as the Developer’s contribution to the traffic signal within thirty (30) days after the new traffic signal is operational. Year 1 in

the table below shall represent the year City Council accepts the public improvements for the Project. The maximum total amount paid by the Developer for construction of the traffic signal shall be the dollar amount from the table below.

Year 1 - \$90,000
Year 2 - \$92,700
Year 3 - \$95,481
Year 4 - \$98,345
Year 5 - \$101,295
Year 6 - \$104,334
Year 7 - \$107,464
Year 8 - \$110,688
Year 9 - \$114,009
Year 10 - \$117,429

4. The City agrees the Developer shall not be responsible for any financial contribution to the traffic signal installation at the Intersection beyond the first ten (10) years of the Project being open to the public.

5. This Agreement shall be governed by the laws of the State of Iowa.

6. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

7. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

8. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

9. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

10. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

Developer:

DRA Properties, L.C.
1525 NE 36th Street
Ankeny IA, 50021
Attn: Tara Meredith

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 3rd day of February, 2023.

DRA PROPERTIES, LC

By: Tara Meredith
Tara Meredith, Secretary

CITY OF ANKENY, IOWA

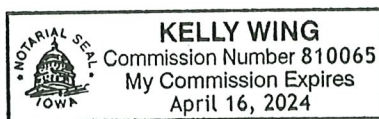
By: _____
Mark E. Holm, Mayor
Attest:

By: _____
Michelle Yuska, City Clerk

**STATE OF IOWA
COUNTY OF POLK, ss:**

On the 3 day of February, 2023, before me, a Notary Public in and for said County and State personally appeared Tara Meredith, respectfully of DRA Properties, LC., to me personally known, who being by me duly sworn, did say that they are President and Secretary of DRA Properties, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the corporation, by it and by them voluntarily executed.

Kelly Wing
Notary Public in and for said State of Iowa



**STATE OF IOWA
COUNTY OF POLK, ss:**

On the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Interim City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2023, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Howrey Construction, Inc. in the amount of \$108,881.00 for the construction of the 2023 Sidewalk Gaps and Replacements Improvement Program project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Howrey Construction, Inc. for the 2023 Sidewalk Gaps and Replacements Improvement Program project.

The 2023 Sidewalk Gaps and Replacements Improvement Program project includes the construction of new 5' wide sidewalk and 8' wide sidewalk throughout the Prairie Trail neighborhood.

The construction improvements include the construction of approximately 525 SY of 4" thick sidewalk and 1,300 SY of 5" thick sidewalk. Other associated improvements include Class 10 excavation,

temporary traffic control, erosion control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty-one (21) contractors. Four (4) bids were received for the project as follows:

Howrey Construction, Inc. \$108,881.00

Concrete Connection, LLC \$115,000.00

Vice Construction \$157,081.00

I-80 Concrete Design, LLC \$163,221.00

The Engineer's estimated cost for the project was \$138,010.00. The bids ranged from 21% below to 18% above the engineer's estimate. Howrey Construction, 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 2023 Sidewalk Gaps and Replacements Improvement Program project to Howrey Construction, Inc. of Rockwell City, Iowa.

FISCAL IMPACT: No

The 2023 Sidewalk Gaps and Replacements Improvement Program project is included in the current CIP with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Howrey Construction, Inc. for the 2023 Sidewalk Gaps and Replacements Improvement Program project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location map

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM HOWREY CONSTRUCTION, INC. IN THE AMOUNT OF \$108,881.00 FOR THE CONSTRUCTION OF THE 2023 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENTS PROGRAM PROJECT.

WHEREAS, the City of Ankeny desires to complete the construction of new 5' sidewalk and 8' wide sidewalk at various locations throughout the City of Ankeny, and;

WHEREAS, a request for proposal was sent out to twenty one (21) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Howrey Construction, Inc.	\$108,881.00
Concrete Connections, LLC	\$115,000.00
Vice Construction	\$157,081.00
I-80 Concrete Design, LLC	\$163,221.00
Engineer's Estimated Cost	\$138,010.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Howrey Construction, Inc. in the amount of \$108,881.00 be accepted for the construction of the 2023 Sidwalk Gaps and Replacements Improvements Program project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

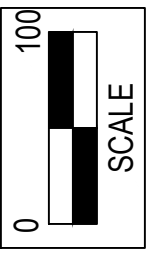
DATED this 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation																		
2023 Sidewalk Gaps and Replacements Improvement Program																		
Bid Date: February 14, 2023																		
				Engineer's Estimate			Howrey Construction, Inc.			Concrete Connection, LLC			Vice Construction			I-80 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
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	328	\$ 30.00	\$ 9,840.00	328	\$ 30.00	\$ 9,840.00	328	\$ 20.00	\$ 6,560.00	328	\$ 30.00	\$ 9,840.00	328	\$ 112.00	\$ 36,736.00
		STREETS AND RELATED WORK																
7.01	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	526	\$ 55.00	\$ 28,930.00	526	\$ 43.50	\$ 22,881.00	526	\$ 54.00	\$ 28,404.00	526	\$ 64.50	\$ 33,927.00	526	\$ 58.00	\$ 30,508.00
7.02	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	1,279	\$ 60.00	\$ 76,740.00	1,279	\$ 40.00	\$ 51,160.00	1,279	\$ 49.50	\$ 63,310.50	1,279	\$ 66.00	\$ 84,414.00	1,279	\$ 63.00	\$ 80,577.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 3,000.00	\$ 3,000.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	1.00	\$ 2,000.00	\$ 2,000.00	1	\$ 5,200.00	\$ 5,200.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 1,000.00	\$ 1,000.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1.00	\$ 4,000.00	\$ 4,000.00	1	\$ 3,900.00	\$ 3,900.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 8,400.00	\$ 8,400.00	1	\$ 5,000.00	\$ 5,000.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 9,900.00	\$ 9,900.00	1	\$ 4,225.50	\$ 4,225.50	1	\$ 5,000.00	\$ 5,000.00	1	\$ 6,000.00	\$ 6,000.00
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 500.00	\$ 500.00	1	\$ 1,500.00	\$ 1,500.00	1	\$ 400.00	\$ 400.00
TOTAL AMOUNT BID =				\$ 138,010.00			\$ 108,881.00			\$ 115,000.00			\$ 157,081.00			\$ 163,221.00		





ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (DLE Seven, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from DLE Seven, LLC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the temporary construction easement is \$21,690.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way and temporary construction easement from DLE Seven, LLC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Warranty Deed
 Temporary Construction Easement

RESOLUTION 2023-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 1730 N ANKENY BOULEVARD AND 205 NW 18TH STREET FOR THE
NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY
BOULEVARD PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by DLE Seven, LLC at 1730 N Ankeny Boulevard and 205 NW 18th Street to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said street right-of-way and temporary construction easement necessary for the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said street right-of-way and temporary construction easement from DLE Seven, LLC at 1730 N Ankeny Boulevard and 205 NW 18th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, and Temporary Construction Easement for the completion of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: DLE Seven, L.L.C.
2401 SE Tones Drive, Suite 17
Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property in fee title and an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$21,690.00, calculated as follows:

Fee Title:	877 SF x \$17.11 / SF =	\$15,010.00
Permanent Easement:	0 SF x \$17.11 / SF x 50% =	\$ 0.00
Temporary Easement:	6,815 SF x \$12.25 / SF x 8% x 1 yr =	\$ 6,680.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$21,690.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 31st day of January, 20 23.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 31st day of January, 20 23.

DLE SEVEN, L.L.C.

By:

[Signature]

Title:

MANAGER

By:

Title:

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

By:

Mark E. Holm, Mayor

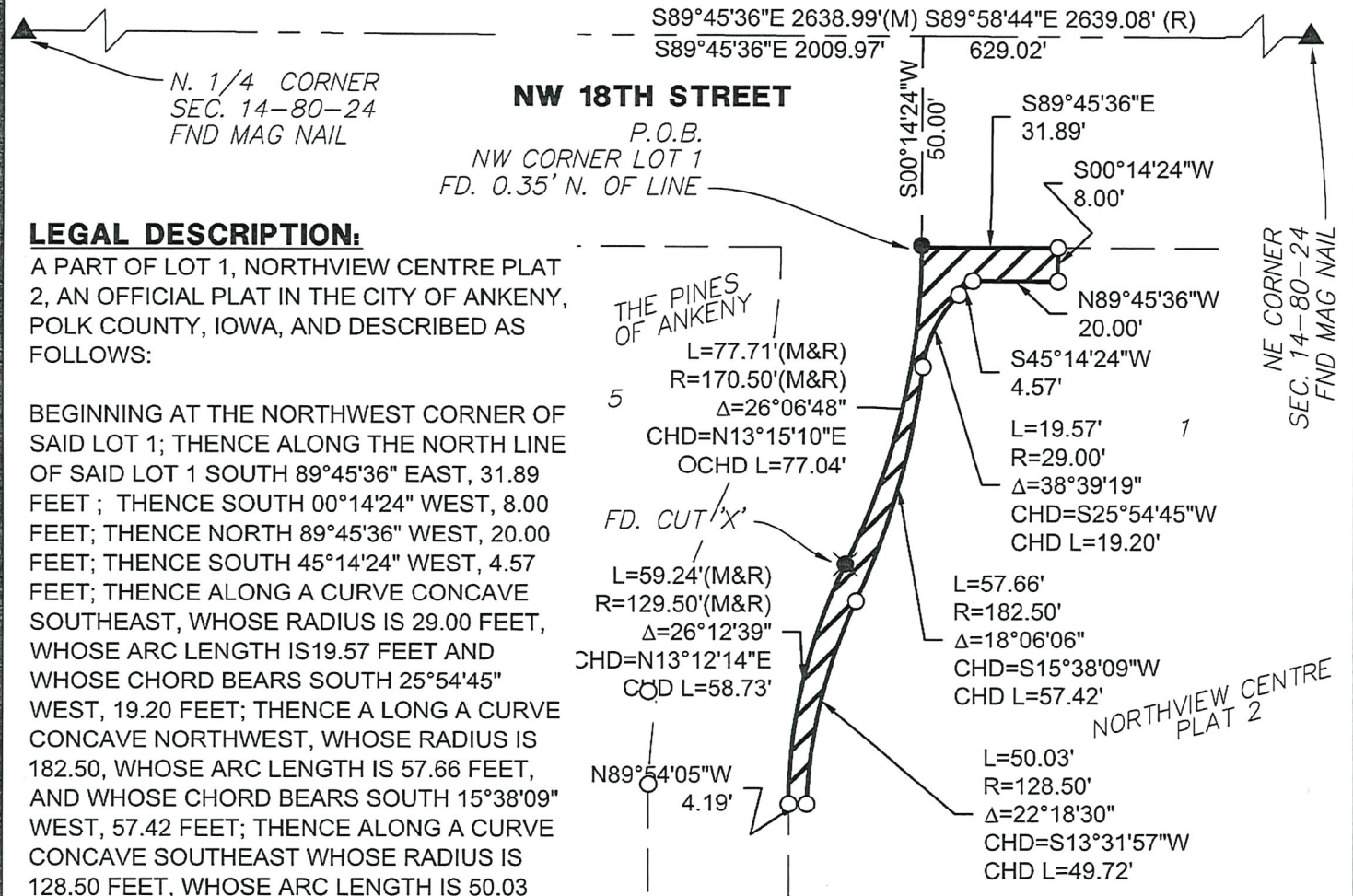
Attest:

Michelle Yuska, City Clerk

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PROPERTY: LOT 1, NORTHVIEW CENTRE PLAT 2
PROPRIETOR: DLE SEVEN LLC
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-18



LEGAL DESCRIPTION:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

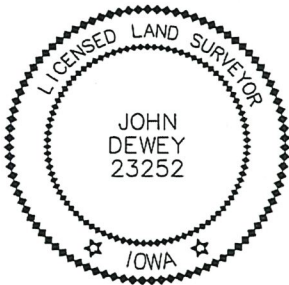
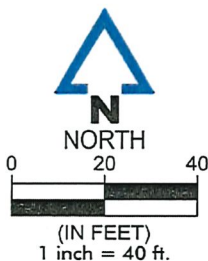
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 SOUTH 89°45'36" EAST, 31.89 FEET; THENCE SOUTH 00°14'24" WEST, 8.00 FEET; THENCE NORTH 89°45'36" WEST, 20.00 FEET; THENCE SOUTH 45°14'24" WEST, 4.57 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 29.00 FEET, WHOSE ARC LENGTH IS 19.57 FEET AND WHOSE CHORD BEARS SOUTH 25°54'45" WEST, 19.20 FEET; THENCE A LONG A CURVE CONCAVE NORTHWEST, WHOSE RADIUS IS 182.50, WHOSE ARC LENGTH IS 57.66 FEET, AND WHOSE CHORD BEARS SOUTH 15°38'09" WEST, 57.42 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 128.50 FEET, WHOSE ARC LENGTH IS 50.03 FEET AND WHOSE CHORD BEARS SOUTH 13°31'57" WEST, 49.72 FEET; THENCE NORTH 89°54'05" WEST, 4.19 TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE ALSO BEING A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 129.50 FEET, WHOSE ARC LENGTH IS 59.24 FEET, AND WHOSE CHORD BEARS NORTH 13°12'14" EAST, 58.73 FEET; THENCE CONTINUING ALONG SAID WEST LINE ON A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 170.50 FEET, WHOSE ARC LENGTH IS 77.71 FEET, AND WHOSE CHORD BEARS NORTH 13°15'10" EAST, 77.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (877 S.F.).

GENERAL LEGEND

- ACQUISITION AREA
- EXIST PROPERTY LINE
- SECTION LINE
- EXIST EASEMENT
- MONUMENTS FOUND:
 - SECTION CORNER (TYPE AS NOTED)
 - 1/2" REBAR W/ YPC #15980 (UNLESS NOTED OTHERWISE)
- MONUMENTS SET:
 - 1/2" REBAR W/ YPC #23252
- FND FOUND
- BK, PG BOOK AND PAGE
- (M), (R) MEASURED, RECORDED
- R.O.W. RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: JOHN DEWEY

DATE: 9/19/22

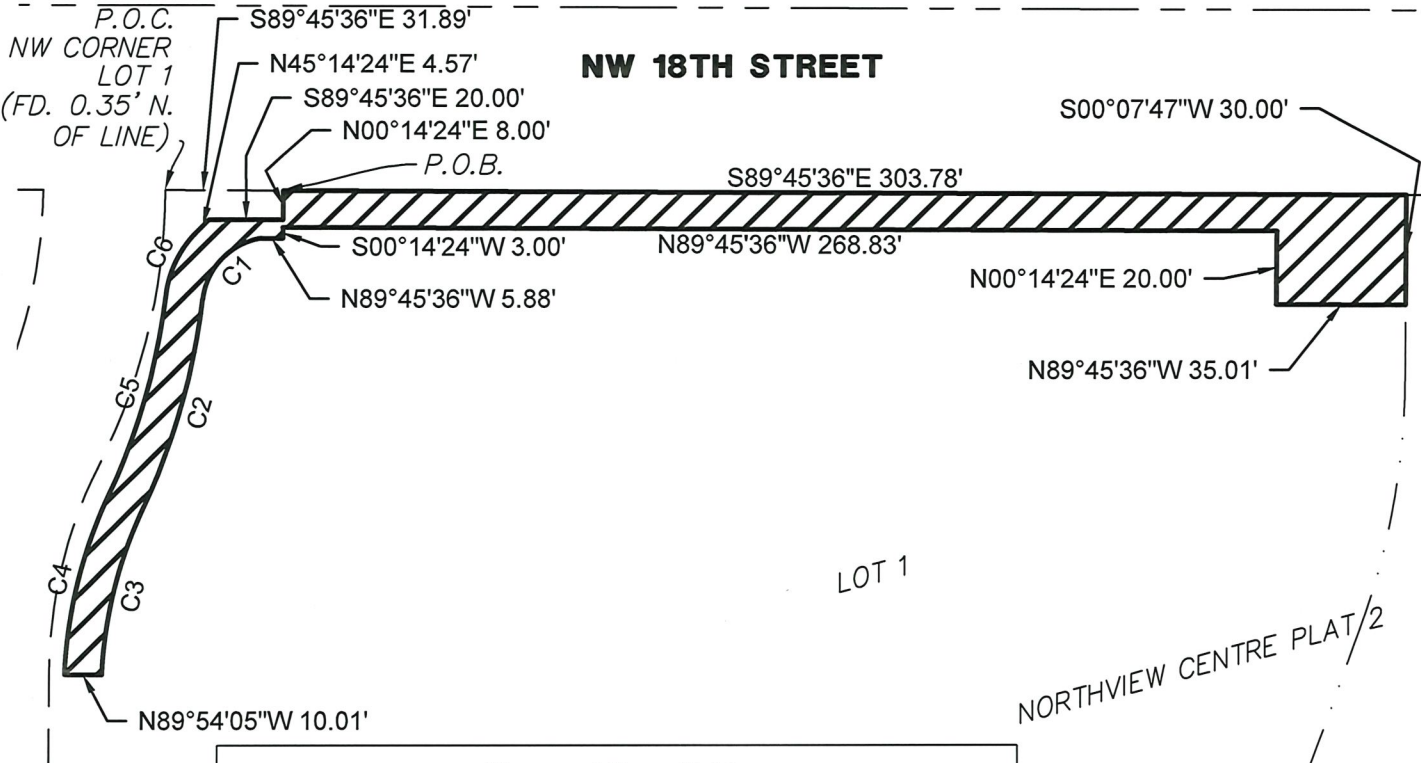
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET

DATE SURVEYED: 10/08/2021

EASEMENT EXHIBIT

EXHIBIT TE-18

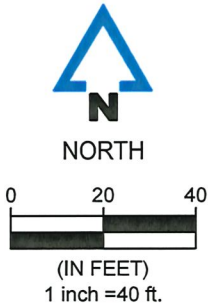


Measured Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	24.58'	19.00'	74°06'29"	S43°38'20"W	22.90'
C2	60.82'	192.50'	18°06'06"	S15°38'09"W	60.56'
C3	45.74'	118.50'	22°06'57"	S13°37'44"W	45.46'
C4	50.03'	128.50'	22°18'30"	N13°31'57"E	49.72'
C5	57.66'	182.50'	18°06'06"	N15°38'09"E	57.42'
C6	19.57'	29.00'	38°39'19"	N25°54'45"E	19.20'

EASEMENT DESCRIPTION:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 SOUTH 89°45'36" EAST, 31.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°45'36" EAST, 303.78 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ALONG SAID EAST LINE, SOUTH 00°07'47" WEST, 30.00 FEET; THENCE NORTH 89°45'36" WEST, 35.01 FEET; THENCE NORTH 00°14'24" EAST, 20.00 FEET; THENCE NORTH 89°45'36" WEST, 268.83 FEET; THENCE SOUTH 00°14'24"W, 3.00 FEET; THENCE NORTH 89°45'36" WEST, 5.88 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 19.00 FEET, WHOSE ARC LENGTH IS 24.58 FEET WHOSE CHORD BEARS SOUTH 43°38'20" WEST, 22.90 FEET; THENCE ALONG A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 192.50 FEET, WHOSE ARC LENGTH IS 60.82 FEET AND WHOSE CHORD BEARS SOUTH 15°38'09" WEST, 60.56 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 118.50 FEET, WHOSE ARC LENGTH IS 45.74 FEET AND WHOSE CHORD BEARS SOUTH 13°37'44" WEST, 45.46 FEET; THENCE NORTH 89°54'05" WEST, 10.01 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 128.50 FEET, WHOSE ARC LENGTH IS 50.03 FEET AND WHOSE CHORD BEARS NORTH 13°31'57" EAST, 49.72 FEET; THENCE A LONG A CURVE CONCAVE NORTHWEST, WHOSE RADIUS IS 182.50, WHOSE ARC LENGTH IS 57.66 FEET, AND WHOSE CHORD BEARS NORTH 15°38'09" EAST, 57.42 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 29.00 FEET, WHOSE ARC LENGTH IT 19.57 FEET AND WHOSE CHORD BEARS NORTH 25°54'45" EAST, 19.20 FEET; THENCE NORTH 45°14'24" EAST, 4.57 FEET; THENCE SOUTH 89°45'36" EAST, 20.00 FEET; THENCE NORTH 00°14'24" EAST, 8.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,115 S.F.).



LEGEND	
---	PROPERTY LINE
---	SECTION LINE
---	ROW LINE
---	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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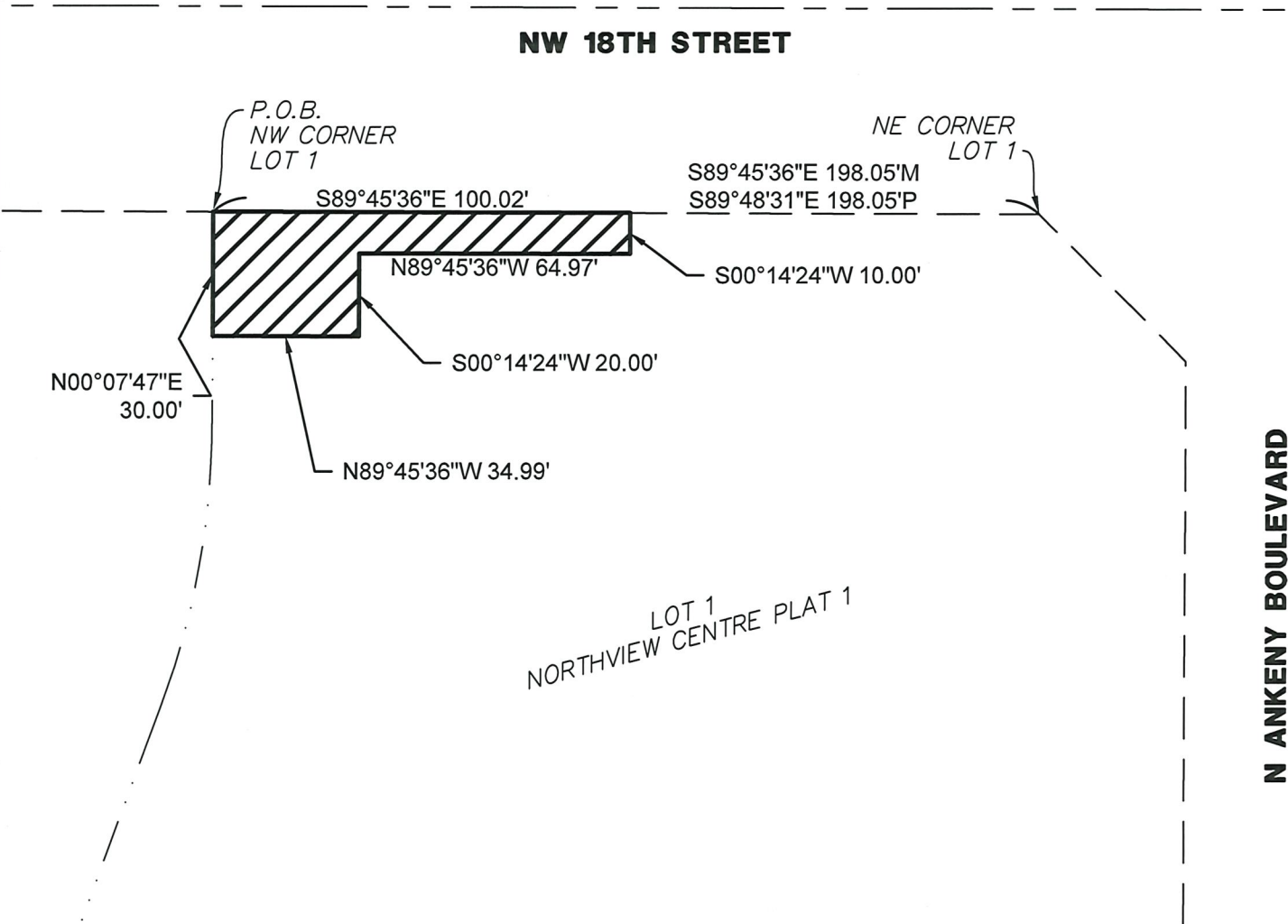
NW 18TH STREET
PROJECTLINE3
ANKENY/IA
POLK
211008
7/13/2022

ENGINEER
S.PORT
SURVEYOR
J.DEWEY
DRAWN BY
J.DEWEY
CREW CHIEF
SKETCH NO.
TE-18

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 1:07 PM PLOTTED BY: JOHN DEWEY

EASEMENT EXHIBIT

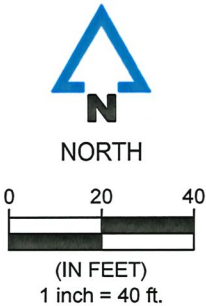
EXHIBIT TE-19



EASEMENT DESCRIPTION:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°45'36" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 100.02 FEET; THENCE SOUTH 00°14'24" WEST, 10.00 FEET; THENCE NORTH 89°45'36" WEST, 64.97 FEET; THENCE SOUTH 00°14'24" WEST, 20.00 FEET; THENCE NORTH 89°45'36" WEST, 34.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°07'47" EAST ALONG SAID WEST LINE, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,700 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA

DRAWING PATH: P:\211008-00006-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 1:07 PM PLOTTED BY: JOHN DEWEY



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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.
.

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/13/2022

ENGINEER S.PORT	DRAWN BY J.DEWEY
SURVEYOR J.DEWEY	CREW CHIEF
SKETCH NO. TE-19	

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, DLE Seven, LLC, and Iowa Limited Liability Company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 SOUTH 89°45'36" EAST, 31.89 FEET ; THENCE SOUTH 00°14'24" WEST, 8.00 FEET; THENCE NORTH 89°45'36" WEST, 20.00 FEET; THENCE SOUTH 45°14'24" WEST, 4.57 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 29.00 FEET, WHOSE ARC LENGTH IS 19.57 FEET AND WHOSE CHORD BEARS SOUTH 25°54'45" WEST, 19.20 FEET; THENCE A LONG A CURVE CONCAVE NORTHWEST, WHOSE RADIUS IS 182.50, WHOSE ARC LENGTH IS 57.66 FEET, AND WHOSE CHORD BEARS SOUTH 15°38'09" WEST, 57.42 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 128.50 FEET, WHOSE ARC LENGTH IS 50.03 FEET AND WHOSE CHORD BEARS SOUTH 13°31'57" WEST, 49.72 FEET; THENCE NORTH 89°54'05" WEST, 4.19 TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE ALSO BEING A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 129.50 FEET, WHOSE ARC LENGTH IS 59.24 FEET, AND WHOSE CHORD BEARS NORTH 13°12'14" EAST, 58.73 FEET; THENCE CONTINUING ALONG SAID WEST LINE ON A CURVE CONCAVE NORTHWEST

WHOSE RADIUS IS 170.50 FEET, WHOSE ARC LENGTH IS 77.71 FEET, AND WHOSE CHORD BEARS NORTH 13°15'10" EAST, 77.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (877 S.F.).

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 31st day of January, 2023.

DLE Seven, LLC, and Iowa Limited Liability Company

[Signature]

Signed

Signed

Dennis Sean Elwell
Print Name and Title

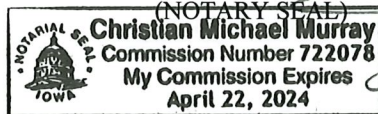
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 31st day of January, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis S. Elwell

☒ to me personally known
or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



[Signature] (Sign in Ink)

Christian Murray (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s)
Dennis S. Elwell, Manager
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
DLE Seven, LLC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

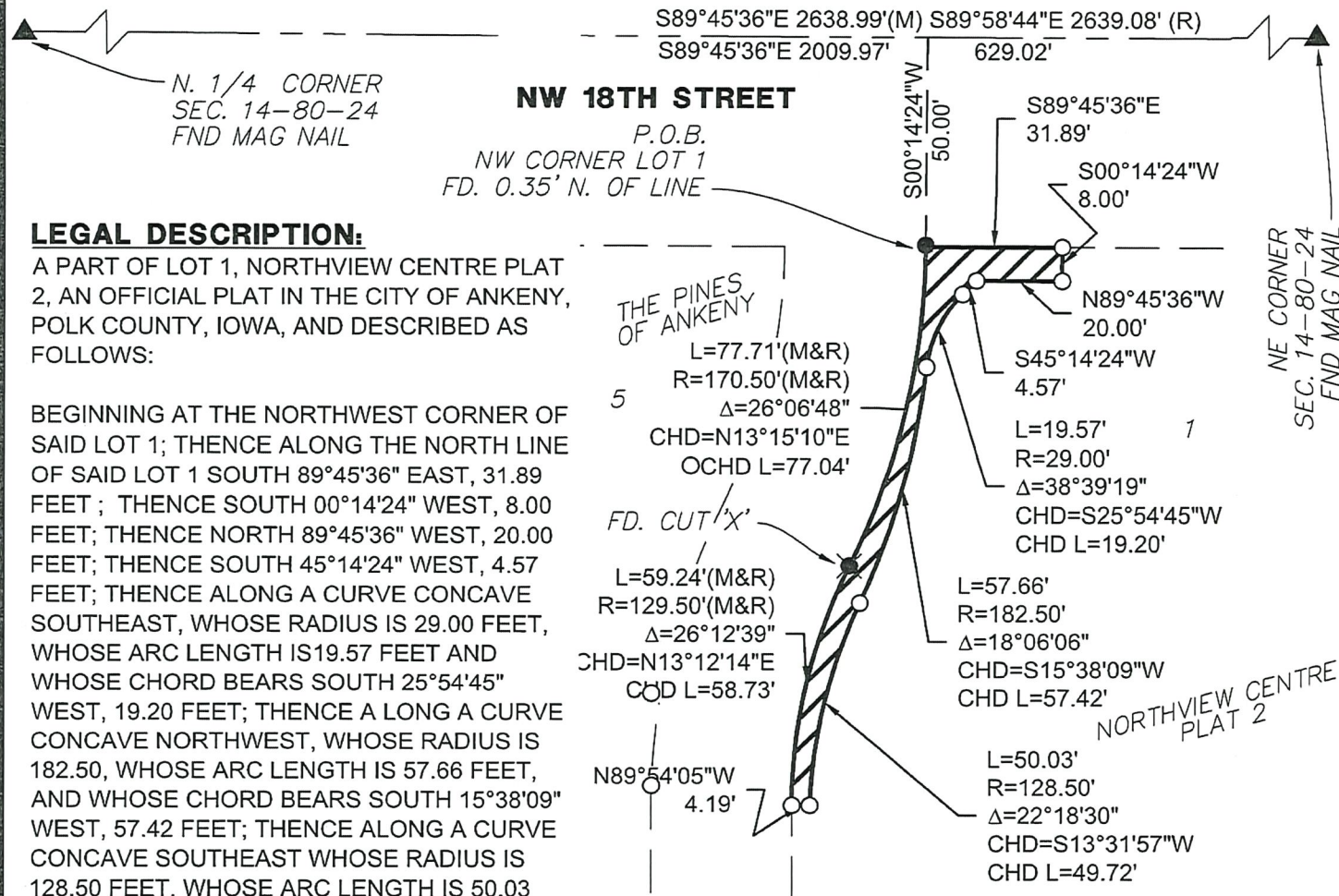
Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND
CITY: ANKENY
COUNTY: POLK
PROPERTY: LOT 1, NORTHVIEW CENTRE PLAT 2
PROPRIETOR: DLE SEVEN LLC
REQUESTED BY: CITY OF ANKENY
SURVEYOR: JOHN DEWEY
COMPANY: McCLURE
RETURN TO: JOHN DEWEY 1360 NW 121ST STREET, STE A CLIVE, IOWA 50325 / 515-964-1229

ACQUISITION PLAT

ACQ-18



LEGAL DESCRIPTION:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

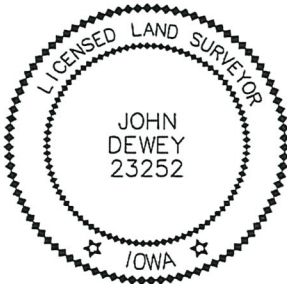
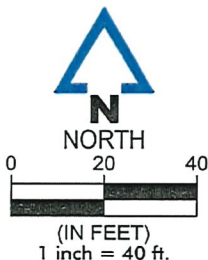
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 SOUTH 89°45'36" EAST, 31.89 FEET; THENCE SOUTH 00°14'24" WEST, 8.00 FEET; THENCE NORTH 89°45'36" WEST, 20.00 FEET; THENCE SOUTH 45°14'24" WEST, 4.57 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 29.00 FEET, WHOSE ARC LENGTH IS 19.57 FEET AND WHOSE CHORD BEARS SOUTH 25°54'45" WEST, 19.20 FEET; THENCE A LONG A CURVE CONCAVE NORTHWEST, WHOSE RADIUS IS 182.50, WHOSE ARC LENGTH IS 57.66 FEET, AND WHOSE CHORD BEARS SOUTH 15°38'09" WEST, 57.42 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 128.50 FEET, WHOSE ARC LENGTH IS 50.03 FEET AND WHOSE CHORD BEARS SOUTH 13°31'57" WEST, 49.72 FEET; THENCE NORTH 89°54'05" WEST, 4.19 TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE ALSO BEING A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 129.50 FEET, WHOSE ARC LENGTH IS 59.24 FEET, AND WHOSE CHORD BEARS NORTH 13°12'14" EAST, 58.73 FEET; THENCE CONTINUING ALONG SAID WEST LINE ON A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 170.50 FEET, WHOSE ARC LENGTH IS 77.71 FEET, AND WHOSE CHORD BEARS NORTH 13°15'10" EAST, 77.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (877 S.F.).

GENERAL LEGEND

- ACQUISITION AREA
- - - - - EXIST PROPERTY LINE
- - - - - SECTION LINE
- - - - - EXIST EASEMENT
- MONUMENTS FOUND:
▲ SECTION CORNER (TYPE AS NOTED)
● 1/2" REBAR W/ YPC #15980 (UNLESS NOTED OTHERWISE)
- MONUMENTS SET:
○ 1/2" REBAR W/ YPC #23252
- FND FOUND
BK, PG BOOK AND PAGE
(M), (R) MEASURED, RECORDED
R.O.W. RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



335 SE Orlabor Road
Ankeny, Iowa 50021
515-512-1361
fax 515-964-2370



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: John Dewey DATE: 9/19/22

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET
DATE SURVEYED: 10/08/2021

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That DLE Seven, L.L.C., an Iowa limited liability company (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 31st day of January, 20 23.

DLE SEVEN, L.L.C.

[Signature]

Signed

Signed

DENNIS SEAN ELLI - Manager
Print Name and Title

Print Name and Title

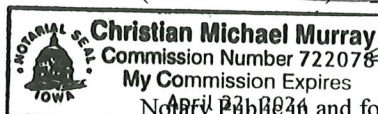
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 31st day of January, A.D. 20 23,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Dennis S. Ell

✓ to me personally known
or proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)



Christian Murray (Print Name)

||| CAPACITY CLAIMED BY SIGNER:

 INDIVIDUAL
 X CORPORATE
Title(s) of Corporate Officer(s)
Dennis S. Ellwell, Manager
 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)
DLE Seven, L.L.C.

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

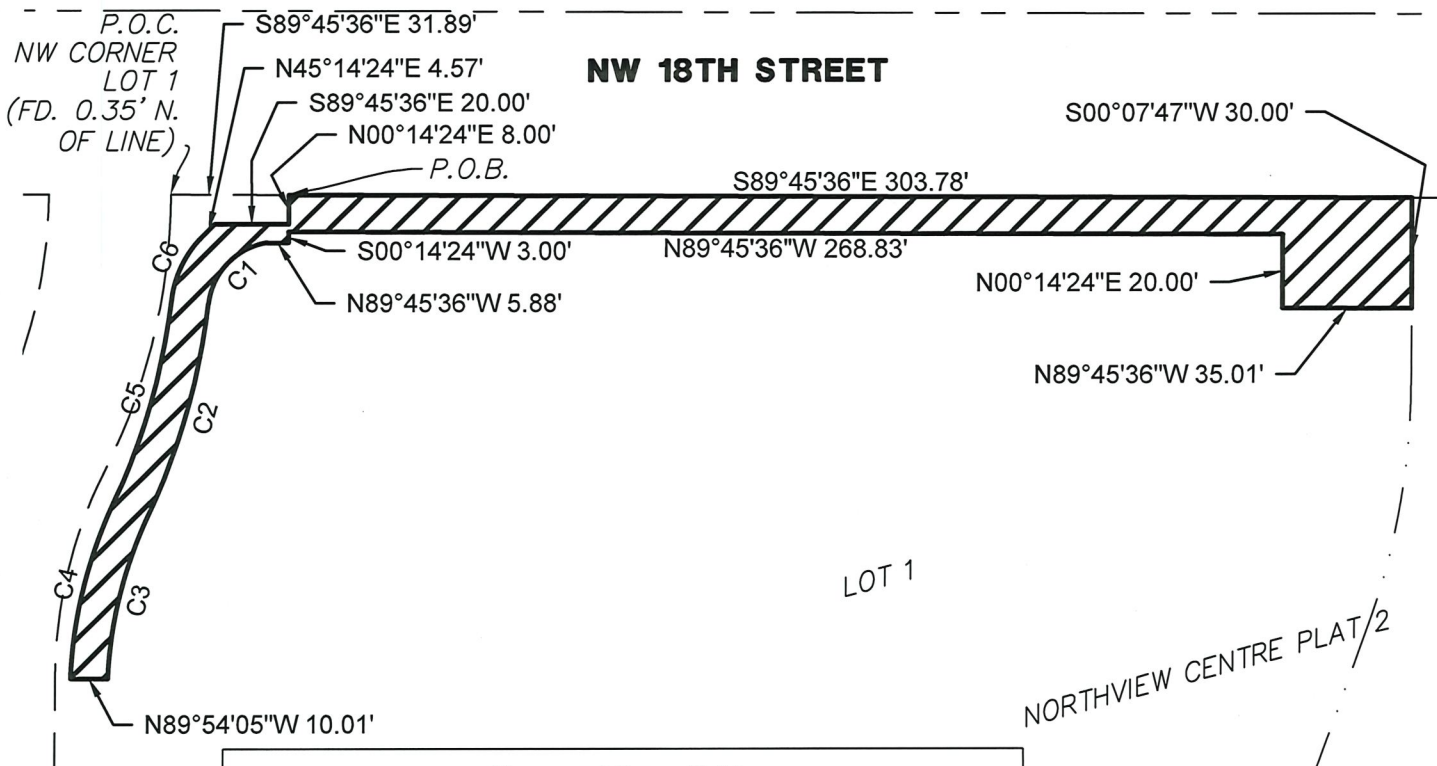
I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the
within and foregoing instrument was duly approved and accepted by the City Council of said
City by Resolution No. , passed on the day of ,
20 , and this certificate is made pursuant to authority contained in said Resolution.

Signed this day of , 20 .

City Clerk of the City of Ankeny, Iowa

EASEMENT EXHIBIT

EXHIBIT TE-18

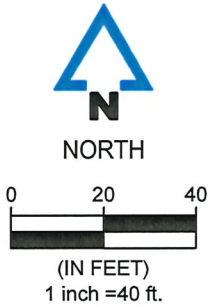


Measured Curve Table					
Curve #	Length	Radius	Delta	CHD B	CHD L
C1	24.58'	19.00'	74°06'29"	S43°38'20"W	22.90'
C2	60.82'	192.50'	18°06'06"	S15°38'09"W	60.56'
C3	45.74'	118.50'	22°06'57"	S13°37'44"W	45.46'
C4	50.03'	128.50'	22°18'30"	N13°31'57"E	49.72'
C5	57.66'	182.50'	18°06'06"	N15°38'09"E	57.42'
C6	19.57'	29.00'	38°39'19"	N25°54'45"E	19.20'

EASEMENT DESCRIPTION:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1 SOUTH 89°45'36" EAST, 31.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°45'36" EAST, 303.78 FEET TO THE EAST LINE OF SAID LOT 1; THENCE ALONG SAID EAST LINE, SOUTH 00°07'47" WEST, 30.00 FEET; THENCE NORTH 89°45'36" WEST, 35.01 FEET; THENCE NORTH 00°14'24" EAST, 20.00 FEET; THENCE NORTH 89°45'36" WEST, 268.83 FEET; THENCE SOUTH 00°14'24"W, 3.00 FEET; THENCE NORTH 89°45'36" WEST, 5.88 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 19.00 FEET, WHOSE ARC LENGTH IS 24.58 FEET WHOSE CHORD BEARS SOUTH 43°38'20" WEST, 22.90 FEET; THENCE ALONG A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 192.50 FEET, WHOSE ARC LENGTH IS 60.82 FEET AND WHOSE CHORD BEARS SOUTH 15°38'09" WEST, 60.56 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 118.50 FEET, WHOSE ARC LENGTH IS 45.74 FEET AND WHOSE CHORD BEARS SOUTH 13°37'44" WEST, 45.46 FEET; THENCE NORTH 89°54'05" WEST, 10.01 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 128.50 FEET, WHOSE ARC LENGTH IS 50.03 FEET AND WHOSE CHORD BEARS NORTH 13°31'57" EAST, 49.72 FEET; THENCE A LONG A CURVE CONCAVE NORTHWEST, WHOSE RADIUS IS 182.50, WHOSE ARC LENGTH IS 57.66 FEET, AND WHOSE CHORD BEARS NORTH 15°38'09" EAST, 57.42 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEAST, WHOSE RADIUS IS 29.00 FEET, WHOSE ARC LENGTH IT 19.57 FEET AND WHOSE CHORD BEARS NORTH 25°54'45" EAST, 19.20 FEET; THENCE NORTH 45°14'24" EAST, 4.57 FEET; THENCE SOUTH 89°45'36" EAST, 20.00 FEET; THENCE NORTH 00°14'24" EAST, 8.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,115 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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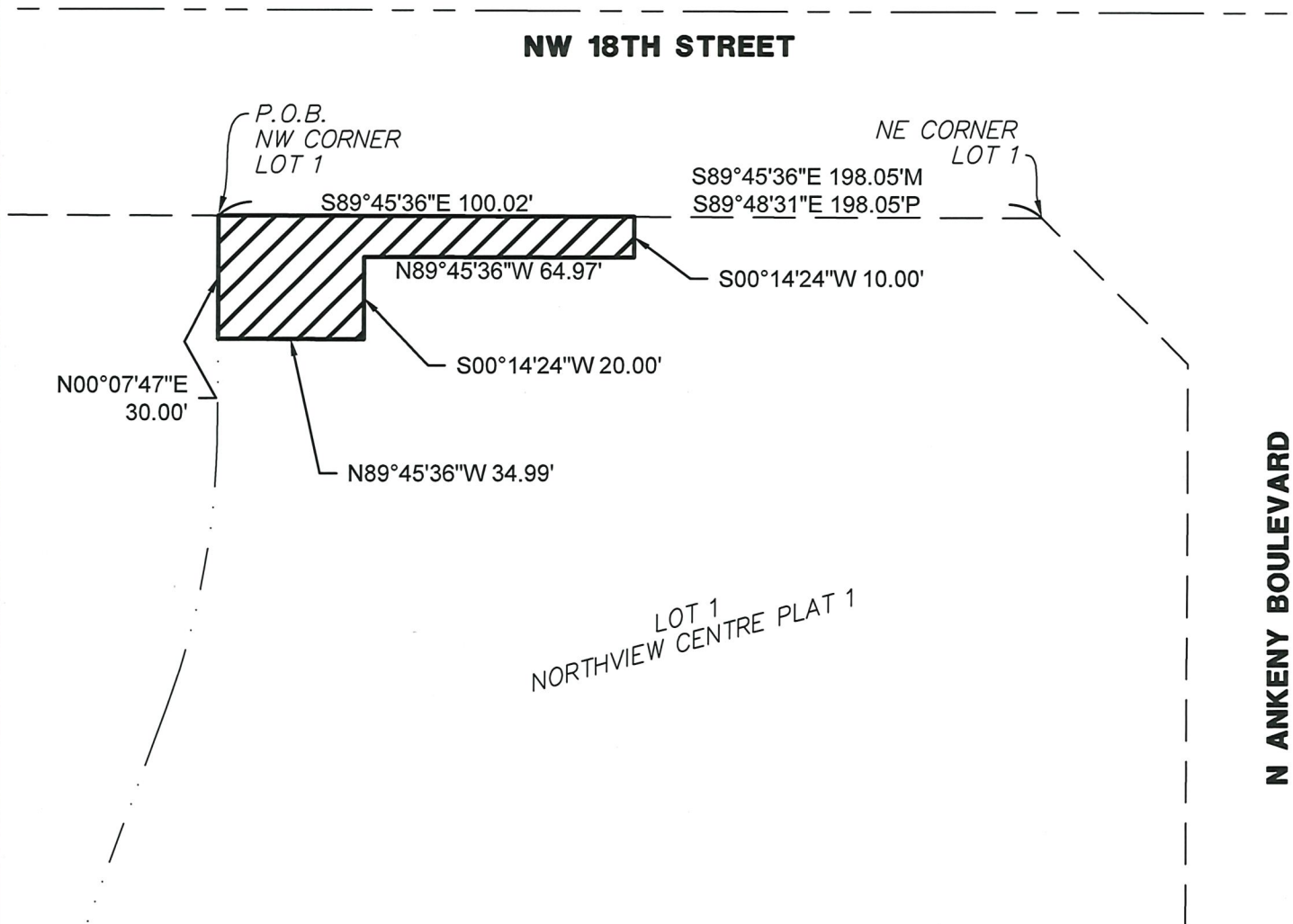
NW 18TH STREET
PROJECTLINE3
ANKENY/IA
POLK
211008
7/13/2022

ENGINEER
S.PORT
SURVEYOR
J.DEWEY
DRAWN BY
J.DEWEY
CREW CHIEF
SKETCH NO.
TE-18

DRAWING PATH: P:\211008-00006-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 1:07 PM PLOTTED BY: JOHN DEWEY

EASEMENT EXHIBIT

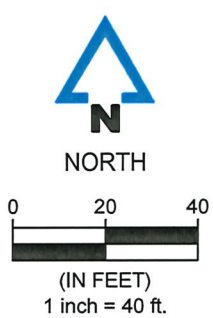
EXHIBIT TE-19



EASEMENT DESCRIPTION:

A PART OF LOT 1, NORTHVIEW CENTRE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°45'36" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 100.02 FEET; THENCE SOUTH 00°14'24" WEST, 10.00 FEET; THENCE NORTH 89°45'36" WEST, 64.97 FEET; THENCE SOUTH 00°14'24" WEST, 20.00 FEET; THENCE NORTH 89°45'36" WEST, 34.99 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°07'47" EAST ALONG SAID WEST LINE, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,700 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
.
.
.

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/13/2022

ENGINEER
S.PORT
SURVEYOR
J.DEWEY

DRAWN BY
J.DEWEY
CREW CHIEF

SKETCH NO.
TE-19

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 1:07 PM PLOTTED BY: JOHN DEWEY



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Denny Elwell Family, LC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Denny Elwell Family LC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the temporary construction easement is \$5,655.00. The cost for the temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting temporary construction easement from Denny

Elwell Family, LC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2023-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1802 N ANKENY BOULEVARD FOR THE
NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY
BOULEVARD PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Denny Elwell Family, LC at 1802 N Ankeny Boulevard to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Denny Elwell Family, LC at 1802 N Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Denny Elwell Family, L.C.
 2401 SE Tones Drive, Suite 17
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$5,655.00, calculated as follows:

Fee Title:	0 SF x \$12.22 / SF =	\$	0.00
Permanent Easement:	0 SF x \$12.22 / SF x 50% =	\$	0.00
Temporary Easement:	5,768 SF x \$12.25 / SF x 8% x 1 yr =	\$5,655.00	
<u>Other Considerations:</u>	Cost to Cure =	\$	0.00
Total Compensation:			\$5,655.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 31st day of January, 20 23.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 31st day of January, 20 23.

DENNY ELWELL FAMILY, L.C.

By: 
Title: Dennis L. Elwell - Manager

By: Dennis L. Elwell
Title: Manager

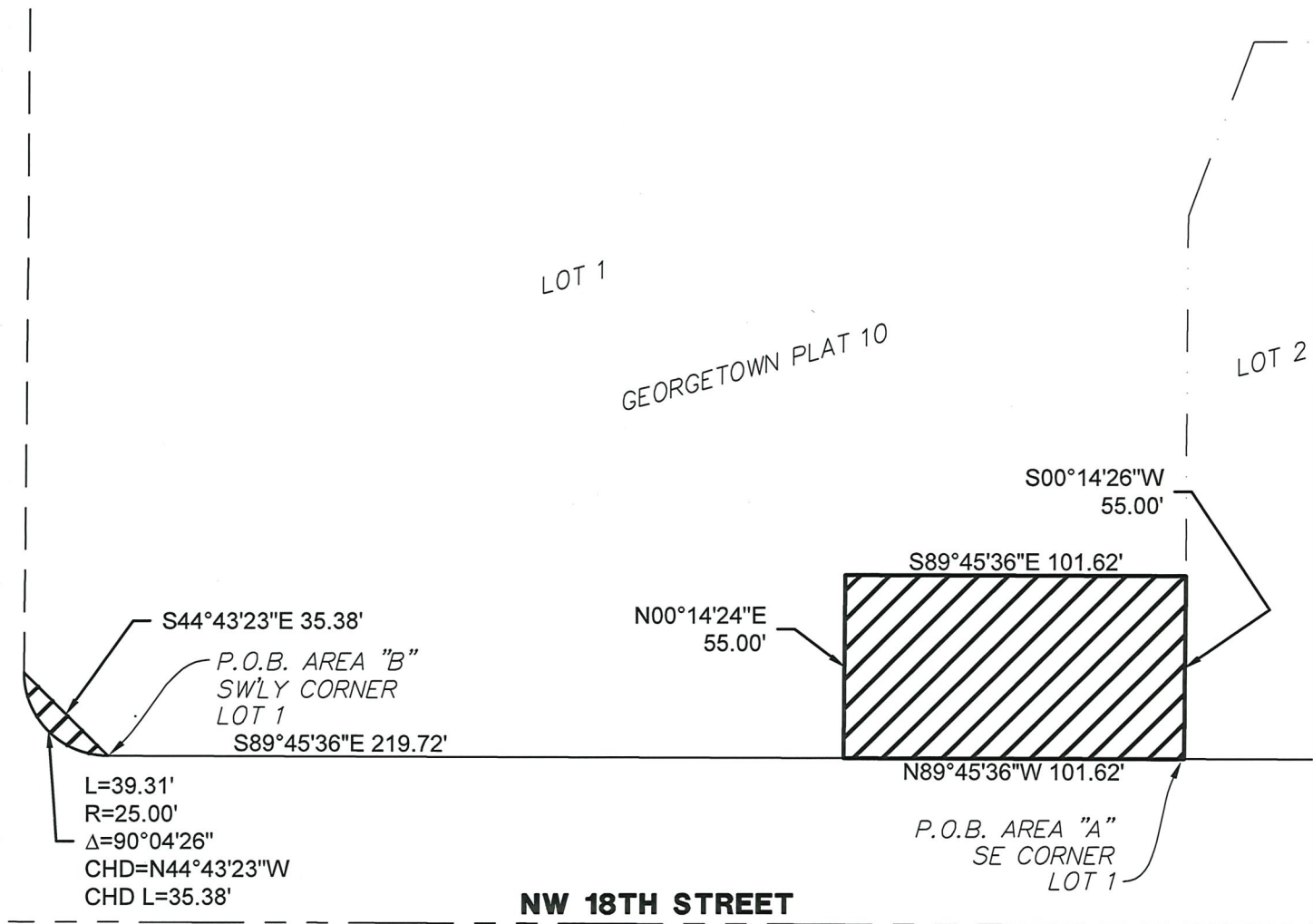
Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

EASEMENT EXHIBIT

EXHIBIT TE-21

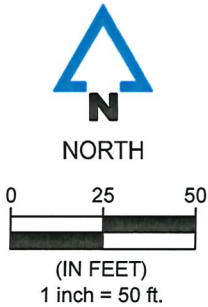


EASEMENT DESCRIPTION:

A PART OF LOT 1, GEORGETOWN PLAT 10, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

AREA "A"
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'36" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 101.62 FEET; THENCE NORTH 00°14'24" EAST, 55.00 FEET; THENCE SOUTH 89°45'36" EAST, 101.62 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°14'26" WEST ALONG SAID EAST LINE, 55.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.13 ACRES (5,589 S.F.).

AREA "B"
BEGINNING AT THE WESTERNMOST CORNER OF THE SOUTHERNMOST LINE OF SAID LOT 1; THENCE ALONG THE SOUTHWEST LINE OF SAID LOT 1, A DISTANCE OF 39.31 FEET ON A 25.00 FOOT RADIUS CURVE CONCAVE NORTHEAST, HAVING A LONG CHORD BEARING NORTH 44°43'23" WEST, 35.38 FEET; THENCE SOUTH 44°43'23" EAST, 35.38 FEET TO A POINT OF THE SOUTH LINE OF SAID LOT ONE ALSO BEING THE PONT OF BEGINNING AND CONTAINING 179 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
.
.
.

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/13/2022

ENGINEER
S.PORT
SURVEYOR
J.DEWEY

DRAWN BY
J.DEWEY
CREW CHIEF

SKETCH NO.
TE-21

DRAWING PATH: P:\211008-00006-Drawings\Survey\211008 EXHIBITS.dwg PLOT DATE: 09/19/2022 2:08 PM PLOTTED BY: JOHN DEWEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Denny Elwell Family, L.C., an Iowa limited liability company (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 31st day of JANUARY, 20 23.

DENNY ELWELL FAMILY L.C.

[Signature]
Signed

Dennis L. Elwell MANAGER
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

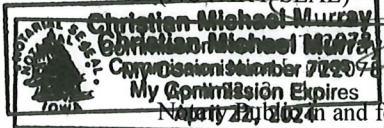
STATE OF IOWA }
COUNTY OF POLK } ss:

On this 31st day of JANUARY, A.D. 20 23,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Dennis L. Elwell

✓ to me personally known
or proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

(Sign in Ink)



Notary Public in and for the State of IOWA

(Print Name)

||| CAPACITY CLAIMED BY SIGNER:

 INDIVIDUAL
 X CORPORATE

Title(s) of Corporate Officer(s)

Dennis L. Elwell, Manager

 Corporate Seal is affixed
 No Corporate Seal procured

 PARTNER(s):

 Limited Partnership

 General Partnership

 ATTORNEY-IN-FACT

 EXECUTOR(s) or TRUSTEE(s)

 GUARDIAN(s) or CONSERVATOR(s)

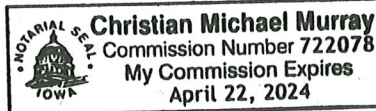
 OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

Denny Elwell Family, L.C.

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

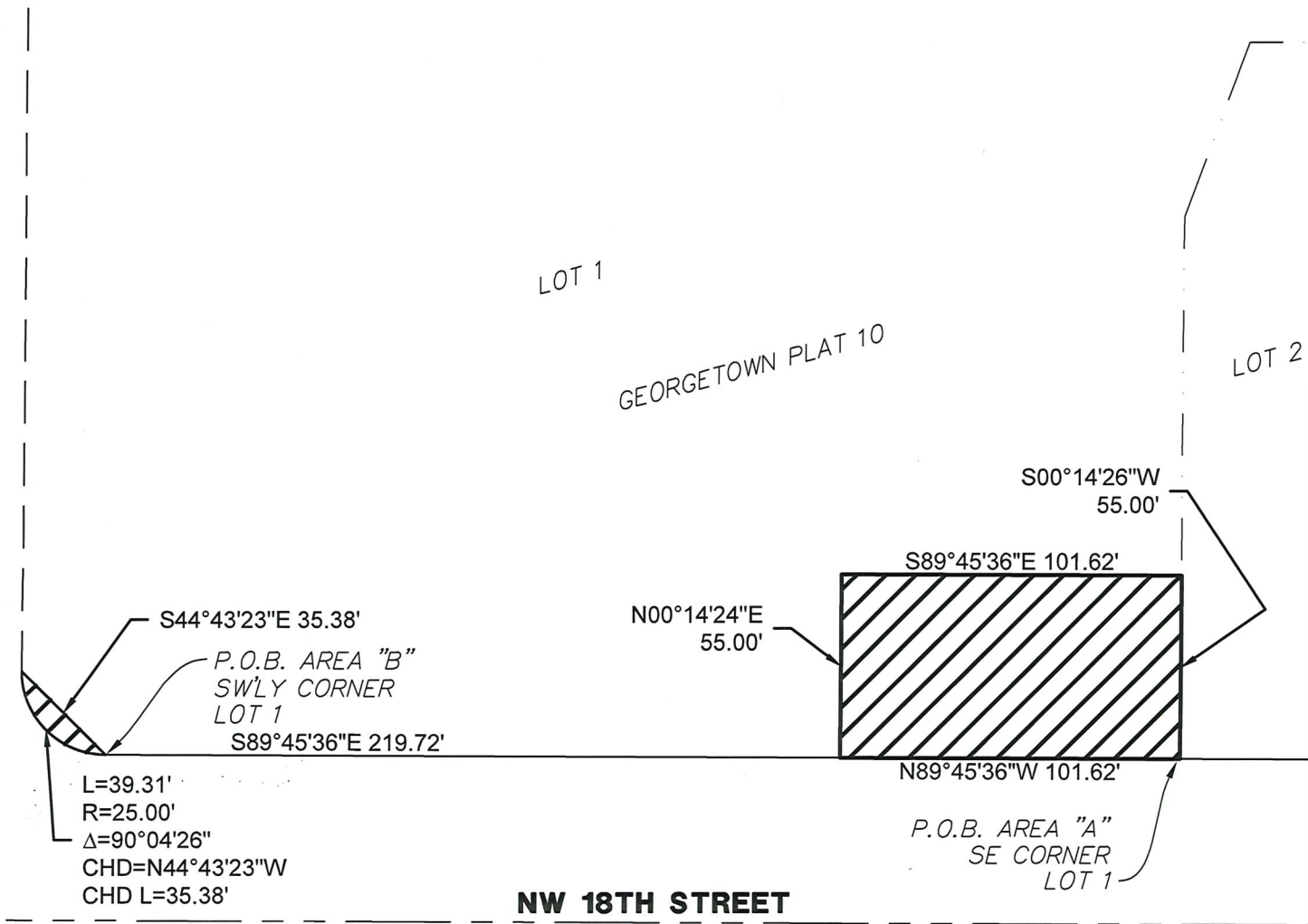
I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the
within and foregoing instrument was duly approved and accepted by the City Council of said
City by Resolution No. , passed on the day of ,
20 , and this certificate is made pursuant to authority contained in said Resolution.

Signed this day of , 20 .

City Clerk of the City of Ankeny, Iowa

EASEMENT EXHIBIT

EXHIBIT TE-21

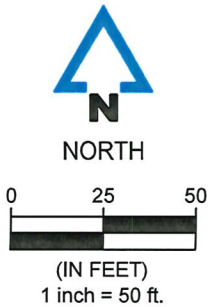


EASEMENT DESCRIPTION:

A PART OF LOT 1, GEORGETOWN PLAT 10, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

AREA "A"
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'36" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 101.62 FEET; THENCE NORTH 00°14'24" EAST, 55.00 FEET; THENCE SOUTH 89°45'36" EAST, 101.62 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°14'26" WEST ALONG SAID EAST LINE, 55.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.13 ACRES (5,589 S.F.).

AREA "B"
BEGINNING AT THE WESTERNMOST CORNER OF THE SOUTHERNMOST LINE OF SAID LOT 1; THENCE ALONG THE SOUTHWEST LINE OF SAID LOT 1, A DISTANCE OF 39.31 FEET ON A 25.00 FOOT RADIUS CURVE CONCAVE NORTHEAST, HAVING A LONG CHORD BEARING NORTH 44°43'23" WEST, 35.38 FEET; THENCE SOUTH 44°43'23" EAST, 35.38 FEET TO A POINT OF THE SOUTH LINE OF SAID LOT ONE ALSO BEING THE PONT OF BEGINNING AND CONTAINING 179 SQUARE FEET.



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS
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.
.

NW 18TH STREET
RECONSTRUCTION

ANKENY/IA
POLK
211008
7/13/2022

ENGINEER
S.PORT
SURVEYOR
J.DEWEY

DRAWN BY
J.DEWEY
CREW CHIEF

SKETCH NO.
TE-21

DRAWING PATH: P:\211008-000\06-Drawings\Survey\211008_EXHIBITS.dwg PLOT DATE: 09/19/2022 2:08 PM PLOTTED BY: JOHN DEWEY



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting and approving documents for the acquisition of Permanent Water Main Easement for the S. Ankeny Blvd. Transmission Main project in Ankeny, Iowa. (DMACC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting Permanent Water Main Easement from DMACC to facilitate the construction of the S. Ankeny Blvd. Transmission Main project.

FISCAL IMPACT: **No**

The total compensation for the Permanent Water Main Easement is \$0.00. The cost for the Permanent Water Main Easement is part of the project costs for the S. Ankeny Blvd. Transmission Main project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting the Permanent Water Main Easement from DMACC to facilitate the construction of the S. Ankeny Blvd. Transmission Main project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Permanent Water Main Easement
 Easement Exhibit

RESOLUTION 2023-XXX

**A RESOLUTION ACCEPTING THE ACQUISITION OF A PERMANENT WATER
MAIN EASEMENT FOR THE DMACC PROPERTY ALONG S. ANKENY BLVD. FOR
THE S. ANKENY BLVD. TRANSMISSION MAIN PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that a permanent water main easement be granted by DMACC for their parcel owned along South Ankeny Blvd. to facilitate the construction of the S. Ankeny Blvd. Transmission Main project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water main easement necessary for the construction of the S. Ankeny Blvd. Transmission Main project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water main easement from DMACC for their parcel along South Ankeny Blvd.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Water Main Easement for the completion of the S. Ankeny Blvd. Transmission Main project are hereby approved, the Mayor is authorized to execute said document, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 20th day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Area XI Community College, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, does hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A" attached hereto.

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

Public Water Main and Appurtenances

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

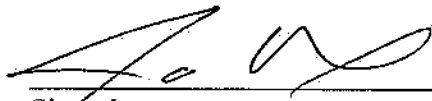
material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. To the extent allowed by law, Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's grantees, assigns and transferees.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 9th day of FEBRUARY, 2023.


Signed

JOE BAXTER - DIRECTOR, PHYSICAL PLANT
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POLK } ss:

On this 9th day of February, 2023,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Joe Baxter

X to me personally known
or _____ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Barbara Meeke (Sign in Ink)

BARBARA MEEKER (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☒ OTHER: PUBLIC ENTITY

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

DMACC

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:



I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa

EXHIBIT "A"

That part of the Southeast Quarter of Section 26, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, described as follows:
Commencing at the southeast corner of said Section 26;
Thence North 00 degrees 17 minutes 35 seconds East (assumed bearing) along the east line of the Southeast Quarter of said Section 26 a distance of 1581.86 feet;
Thence North 89 degrees 42 minutes 25 seconds West 84.76 feet to the west right-of-way (ROW) line of South Ankeny Boulevard and the point of beginning;
Thence South 30 degrees 18 minutes 25 seconds East along said west ROW line 29.00 feet;
Thence South 00 degrees 17 minutes 35 seconds West along said west ROW line 220.00 feet;
Thence North 89 degrees 43 minutes 25 seconds West along said west ROW line 14.70 feet;
Thence South 00 degrees 16 minutes 35 seconds West along said west ROW line 180.00 feet;
Thence South 02 degrees 43 minutes 05 seconds West along said west ROW line 235.20 feet;
Thence southwesterly 830.73 feet along said west ROW line along a non-tangential curve concave to the northwest, having a central angle of 25 degrees 51 minutes 23 seconds, a radius of 1,840.83 feet, a chord of 823.70 feet and a chord bearing of South 22 degrees 37 minutes 03 seconds West to the north ROW line of SW Oralabor Road;
Thence South 89 degrees 34 minutes 49 seconds West along said north ROW line 82.52 feet;
Thence South 00 degrees 17 minutes 35 seconds West along said north ROW line 61.81 feet;
Thence North 85 degrees 59 minutes 04 seconds West along said north ROW line 183.57 feet;
Thence North 00 degrees 00 minutes 02 seconds West 17.49 feet;
Thence North 89 degrees 59 minutes 58 seconds East 96.94 feet;
Thence North 70 degrees 39 minutes 05 seconds East 30.07 feet;
Thence North 22 degrees 38 minutes 29 seconds East 249.19 feet;
Thence North 67 degrees 29 minutes 13 seconds East 67.97 feet;
Thence North 23 degrees 11 minutes 43 seconds East 595.16 feet;
Thence North 00 degrees 16 minutes 57 seconds East 398.92 feet;
Thence North 45 degrees 12 minutes 41 seconds East 105.23 feet;
Thence North 00 degrees 17 minutes 35 seconds East 166.24 feet to the point of beginning, containing 138,493 square feet (3.18 acres), more or less and is subject to any recorded and unrecorded easements, restrictions and servitudes if any.

INDEX LEGEND	
CITY/COUNTY:	Ankeny/Polk
LOCATION:	SE 1/4 of Section 26, T80N, R24W
REQUESTOR:	The City of Ankeny
PROPRIETOR:	Area XI Community College
SURVEYOR:	Daryl Eiffler
RETURN TO:	5414 NW 88th Street, Suite 140 Johnston, IA 50131 515.608.6000

CITY/COUNTY:	Ankeny/Polk
LOCATION:	SE 1/4 of Section 26, T80N, R24W
REQUESTOR:	The City of Ankeny
PROPRIETOR:	Area XI Community College
SURVEYOR:	Daryl Eiffler
RETURN TO:	5414 NW 88th Street, Suite 140 Johnston, IA 50131 515.608.6000

EASEMENT PLAT

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	CH BEARING
C-1	25°51'23"	1840.83	830.73	823.70	S22°37'03"W

INFORMATION USED IN THE SOLUTION OF THIS EASEMENT
WARRANTY DEED FOR ROW 5469/42
QUIT CLAIM DEED TO STATE 2052/235
WARRANTY DEED FOR ROW 4812/669
NORTH HOPE PLAT J/311

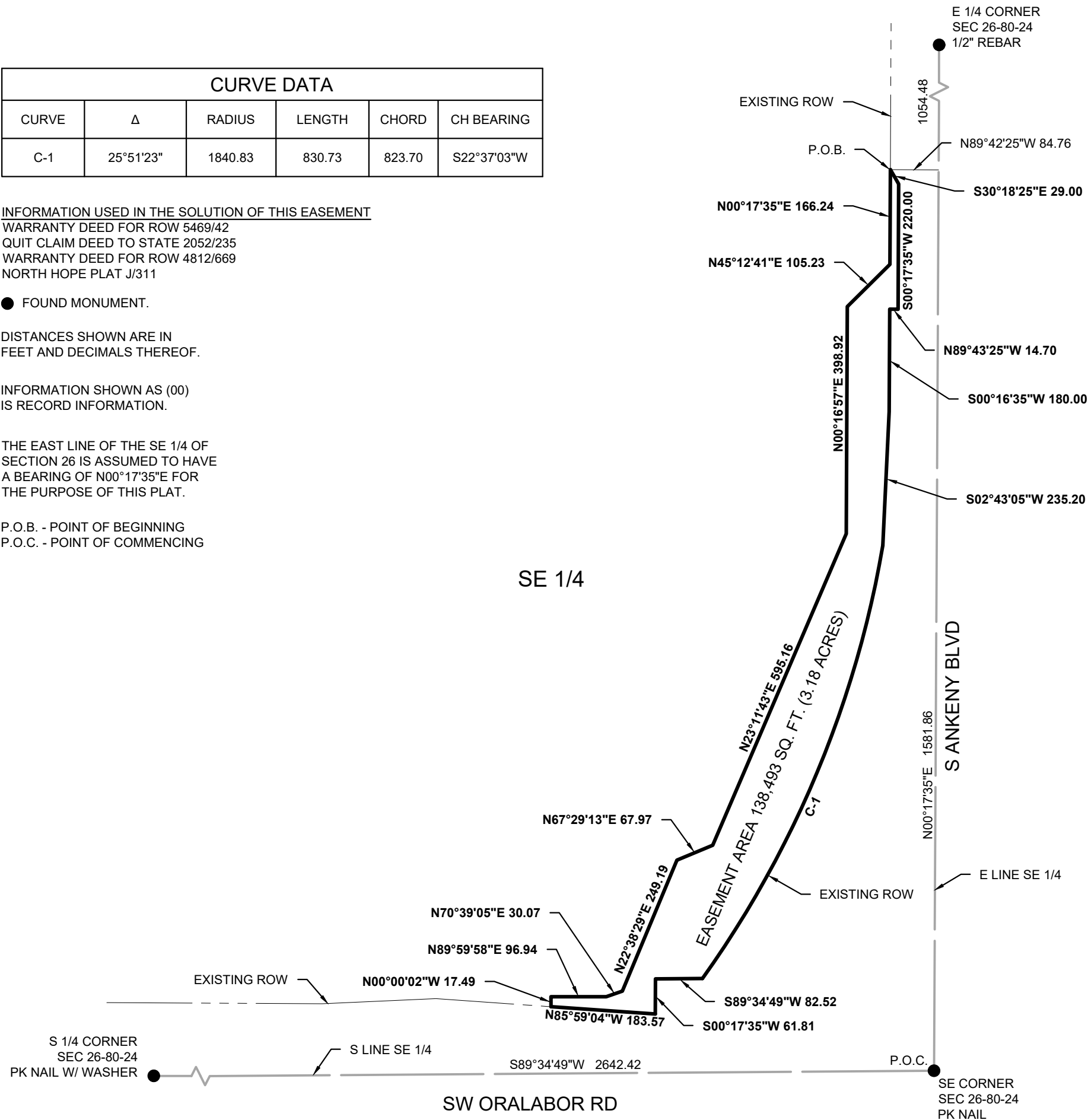
● FOUND MONUMENT.

DISTANCES SHOWN ARE IN
FEET AND DECIMALS THEREOF.

INFORMATION SHOWN AS (00)
IS RECORD INFORMATION.

THE EAST LINE OF THE SE 1/4 OF
SECTION 26 IS ASSUMED TO HAVE
A BEARING OF N00°17'35"E FOR
THE PURPOSE OF THIS PLAT.

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING



PHONE: 651.490.2000
5414 NW 88th Street, Suite 140
Johnston, IA 50131-1701
www.sehinc.com

PROJECT NUMBER 165980
DATE PREPARED 10/21/2022
PREPARED BY D.EIFFLER
CLIENT ALPHA ANKMU

A circular seal for a Professional Land Surveyor. The outer ring contains the text "LICENSED PROFESSIONAL LAND SURVEYOR" at the top and "IOWA" at the bottom, separated by two five-pointed stars. The inner circle contains the name "DARYL EIFFLER" and the license number "13804". The seal is surrounded by a decorative border of short, radiating lines.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED
BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF IOWA.

FOR SEH



10/21/2022

DARYL EIFFLER
LICENSE NUMBER 13804

DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

SHEETS COVERED BY THIS SEAL: 2

Easement Description

That part of the Southeast Quarter of Section 26, Township 80 North, Range 24 West of the 5th P.M., City of Ankeny, Polk County, Iowa, described as follows:

Commencing at the southeast corner of said Section 26;
Thence North 00 degrees 17 minutes 35 seconds East (assumed bearing) along the east line of the Southeast Quarter of said Section 26 a distance of 1581.86 feet;
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Thence South 02 degrees 43 minutes 05 seconds West along said west ROW line 235.20 feet;
Thence southwesterly 830.73 feet along said west ROW line along a non-tangential curve concave to the northwest, having a central angle of 25 degrees 51 minutes 23 seconds, a radius of 1,840.83 feet, a chord of 823.70 feet and a chord bearing of South 22 degrees 37 minutes 03 seconds West to the north ROW line of SW Oralabor Road;
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Thence North 00 degrees 16 minutes 57 seconds East 398.92 feet;
Thence North 45 degrees 12 minutes 41 seconds East 105.23 feet
Thence North 00 degrees 17 minutes 35 seconds East 166.24 feet to the point of beginning, containing 138,493 square feet (3.18 acres), more or less and is subject to any recorded and unrecorded easements, restrictions and servitudes if any.

Save: 10/20/2022 3:45 PM gmroz Plot: 10/20/2022 3:49 PM \\sp-pz1.sehinc.com\pzprojects\VAE\AVANKMU\165980\5-final-dsgn\51-drawings\10-Civil\cad\dwg_C3Dv2022\sheet\AN 165980 Survey\Displays\dwg



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** setting a public hearing on a proposal to vacate a public water main easement located across lots 1, 2, 3, and 4 of Park Sight Office Park at Prairie Trail Plat 4. (date of hrg: 3/6/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:
DRA Properties is proposing to vacate part of an existing water main easement across property currently owned by them and a portion of a lot owned by Veridian Credit Union. Water main has not yet been installed in most of this easement. A new easement location has been proposed and construction drawings submitted for the new water main location. Engineering staff has reviewed this request and is in support of this vacation request.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Applicant Letter
 Resolution
 Notice
 Exhibit A (Lot 1)
 Exhibit B (Lots 2-4)
 Application



February 3, 2023

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Lots 2, 3 and 4, Park Sight Office Park At Prairie Trail Plat 4 Public Water Main Easement Vacation Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties and Veridian Credit Union, we are applying for the City of Ankeny to vacate a portion of Public Water Main Easement located in a 10-foot-wide strip of ground across Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4.

The area as shown on Exhibit "A" is currently vacant of any water main facilities. The intent is to install new public water main farther east, adjacent to the west side of the existing sanitary sewer easement. This will create more buildable areas for future development and make the lots more desirable for future development.

We are currently preparing construction drawings and a new public water main easement the proposed public water main.

We respectfully request the City's review and approval of this right-of-way vacation and conveyance to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO CONSIDER A REQUEST TO VACATE A PORTION OF A PUBLIC WATER MAIN EASEMENT LOCATED ON PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS 1, 2, 3, AND 4

WHEREAS, the staff of the City of Ankeny has recommended that the City vacate the water main easement shown on the easement vacation exhibits, said easement being legally described as follows:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"

WHEREAS, City staff have reviewed the request and determined said easement vacation is appropriate; and

WHEREAS, the Code of Iowa provides that easements may be vacated only after notice and hearing as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 6th day of March, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of a public water main easement, located on Lots 1, 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

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

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF A PUBLIC WATER MAIN
EASEMENT LOCATED ON PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4 LOTS
1, 2, 3, AND 4**

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a portion of a public water main easement, located on Lots 1, 2, 3, and 4, Park Sight Office Park at Prairie Trail Plat 4, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

NOTICE IS FURTHER GIVEN that said Easement in Lot 1 is proposed to be vacated by the City of Ankeny and conveyed to Veridian Credit Union. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

NOTICE IS FURTHER GIVEN that said Easement in Lots 2, 3, and 4 is proposed to be vacated by the City of Ankeny and conveyed to DRA Properties LC. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 6th day of March, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 20th day of February, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

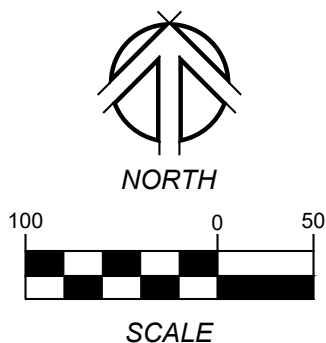
PROPRIETOR

Veridian Credit Union
1827 Ansborough Avenue
Waterloo, Iowa 50701-3629

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

EXHIBIT "A"



LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easements recorded in Book 16663, Page 573 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

That part of Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence North 07 degrees 06 minutes 46 seconds East, a distance of 2.56 feet; thence North 49 degrees 49 minutes 16 seconds East, a distance of 44.25 feet; thence South 85 degrees 10 minutes 44 seconds East, a distance of 89.71 feet; thence South 04 degrees 49 minutes 16 seconds West, a distance of 15.00 feet; thence North 85 degrees 10 minutes 44 seconds West, a distance of 83.49 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 26.49 feet; thence North 85 degrees 32 minutes 47 seconds West, a distance of 18.88 feet, to the Point of Beginning.

Containing 0.043 acres (1,853 square feet) more or less.



PROJECT:

WATER MAIN EASEMENT

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

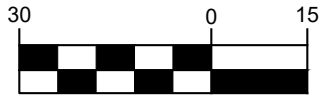
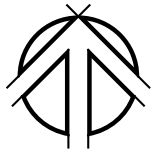
CHECKED BY:

ADS

SHEET TITLE:

VVCTE-1

EXHIBIT "A"



SCALE

LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 16663 PAGE 573)

213.08'
S85°32'47"E
P.O.B.
N07°06'46"E
2.56'

SW CORNER OF LOT 1
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

N49°49'16"E 44.25'
15'
18.88'
N85°32'47"W
S49°49'16"W 26.49'
S85°10'44"E 89.71'
1.853 Sq. Ft.
0.043 Acres
15'
N85°10'44"W 83.49'
S04°49'16"W 15.00'

SOUTH LINE
OF LOT 1

EAST LINE
OF LOT 1

LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL
PLAT 4



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:
WATER MAIN EASEMENT VACATION

LOCATION:
PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:
23003

DRAWN BY:
TJH

DWG No.:
2/2

DATE:
01/30/23

CHECKED BY:
ADS

SHEET TITLE:
VVCTE-2

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

EXHIBIT "B"



NORTH



SCALE

REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

LEGEND

P.O.B.	Point of Beginning
	Subject easement area
	Existing boundary line
	Existing easement line

SUBJECT EASEMENT TO BE VACATED

Parts of existing water main easements over Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on the Public Water Main Easement recorded in Book 14744, Page 708 and Book 17718 Page 226.

DESCRIPTION OF EASEMENT VACATION AREA

Those parts of Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Commencing at the northwest corner of said Lot 2; thence South 85 degrees 32 minutes 47 seconds East, a distance of 213.08 feet; to the Point of Beginning; thence South 85 degrees 32 minutes 47 seconds East, a distance of 18.88 feet; thence South 49 degrees 49 minutes 16 seconds West, a distance of 5.69 feet; thence South 07 degrees 06 minutes 46 seconds West, a distance of 223.58 feet; thence South 04 degrees 08 minutes 14 seconds East, a distance of 410.19 feet; thence South 14 degrees 27 minutes 35 seconds East, a distance of 49.14 feet; thence South 75 degrees 32 minutes 25 seconds West, a distance of 15.00 feet; thence North 14 degrees 27 minutes 35 seconds West, a distance of 50.50 feet; thence North 04 degrees 08 minutes 14 seconds West, a distance of 413.03 feet; thence North 07 degrees 06 minutes 46 seconds East, a distance of 228.36 feet, to the Point of Beginning.

Containing 0.238 acres (10,348 square feet) more or less.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

www.nillesinc.com

PROJECT:

WATER MAIN EASEMENT VACATION

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

1/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VCT-1

EXHIBIT "B"

SW STATE STREET

NW CORNER OF LOT 2
PARK SIGHT OFFICE PARK
AT PRAIRIE TRAIL PLAT 4

LOT 1
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

NORTH LINE
OF LOT 2
S85°32'47"E 213.08'

P.O.B.

S85°32'47"E
18.88'

LOT 1
PARK SIGHT
OFFICE
PARK AT
PRAIRIE
TRAIL
PLAT 3



SCALE

LOT 2
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N07°06'46"E 228.36'

S07°06'46"W 223.58'

S49°49'16"W
5.69'

LOT 3
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

10,348 Sq. Ft.
0.238 Acres

OUTLOT "X"
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

LOT 4
PARK SIGHT
OFFICE PARK AT
PRAIRIE TRAIL
PLAT 4

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 17718 PAGE 226)

N04°08'14"W 413.03'

S04°08'14"E 410.19'

EXISTING 15' WATER MAIN EASEMENT
(BOOK 14744 PAGE 708)

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

N14°27'35"W
50.50'

S14°27'35"E
49.14'

15.00'
S75°32'25"W

EXISTING 15' WATER
MAIN EASEMENT
(BOOK 14744 PAGE 708)

LOT 1

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT X
PARK SIGHT
OFFICE PARK
AT
PRAIRIE TRAIL
PLAT 1



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax

PROJECT:

WATER MAIN EASEMENT VACATION

LOCATION:

PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

NAI No.:

23003

DRAWN BY:

TJH

DWG No.:

2/2

DATE:

01/30/23

CHECKED BY:

ADS

SHEET TITLE:

VCT-2

Vacations & Conveyance

Approval Process & Application Packet



Application process & submittal requirements:

Following complete submittal of the application, the easement vacation process generally takes 8 weeks and involves the publication of a notice of hearing, a public hearing by the City Council, three considerations of the ordinance vacating the easement and/or property, and publication of the approved ordinance. Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council.

This application must be accompanied by

- ☒ Letter of request
- ☒ Legal description and drawing
- ☐ Letters of authorization from utility companies
- ☒ \$360.00 fee (includes administrative costs, cost of publication of notice and document recording)

Applicant/Contact Person:

Full Name: Adam Schoeppner, PLS Company: Nilles Associates, Inc.
Address: 1933 SW Magazine Road
City, State, Zip: Ankeny, Iowa 50023
Office Phone: 515-371-4652 Cell Phone: 515-371-4652
E-mail: adams@nillesinc.com

Property Owner:

Full Name: Tara Meredith Company: DRA Properties, LC
Address: 1525 NE 36th Street
City, State, Zip: Ankeny, Iowa 50021
Office Phone: (515) 965-5251 Cell Phone: (515) 975-0475
E-mail: taram@albaughinc.com

Property Address:

2165 & 2235 & 2295 SW State Street Ankeny, Iowa

Legal Description:

Lots 2, 3 and 4, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

Type of Vacation (check all that apply):

- | | |
|---|--|
| ☐ Public Utility Easement | ☐ Landscape Buffer Easement |
| ☒ Water Main Easement | ☐ Surface Drainage & Flood Easement |
| ☐ Roadway Easement | ☐ Sanitary Sewer Easement |
| ☐ Ingress/egress Easement | ☐ Storm Sewer Easement |
| ☐ Right-of-way | |
| ☐ Other _____ | |

Conveyance to:

- ☐ Applicant (Tax address) _____
- ☒ Other
- Name: DRA Properties, LC

Tax address: 2165 & 2235 & 2295 SW State Street Ankeny, Iowa

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

Signed by: Adam Schoepner Date: 01/31/2023
(Applicant/Contact Person)

Note: No other signature may be substituted for the Property Owner's Signature
and: Jana Meredith Date: 2/3/2023
(Property Owner)

****Original signatures are required****

Submit the completed Application Packet to:

Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

If you have questions, please contact the Community Development Department at:

Phone: (515) 963-3550 (Public Services Building Front Desk)

E-mail: planning@ankenyiowa.gov

The following links are available on the City of Ankeny website at www.ankenyiowa.gov/our-city/departments

Community Development

Zoning & Subdivision Municipal Codes

Zoning Map

Ankeny Comprehensive Plan

Development Schedule

Development Fee Schedule

Polk County Assessor's Site

Polk County Recorder's Site

FEMA (Federal Emergency Management Agency)

FIRM (Flood Insurance Rate Map)

No application will be accepted unless it complies with all the submittal requirements.
Applications that are incomplete will be returned to the applicant without further review.

Updated: December 2020

Page 2 of 2

Vacations & Conveyance

Approval Process & Application Packet

Application process & submittal requirements:

Following complete submittal of the application, the easement vacation process generally takes 8 weeks and involves the publication of a notice of hearing, a public hearing by the City Council, three considerations of the ordinance vacating the easement and/or property, and publication of the approved ordinance. Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council.

This application must be accompanied by

- ☒ Letter of request
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- ☒ \$360.00 fee (includes administrative costs, cost of publication of notice and document recording)

Applicant/Contact Person:

Full Name: Adam Schoeppner, PLS Company: Nilles Associates, Inc.
 Address: 1933 SW Magazine Road
 City, State, Zip: Ankeny, Iowa 50023
 Office Phone: 515-371-4652 Cell Phone: 515-371-4652
 E-mail: adams@nillesinc.com

Property Owner:

Full Name: Mark Koppedryer Company: Veridian Credit Union
 Address: 5505 Rockwell Drive NE
 City, State, Zip: Cedar Rapids, IA 52402
 Office Phone: _____ Cell Phone: _____
 E-mail: _____

Property Address:

2115 SW State Street Ankeny, Iowa

Legal Description:

Lot 1, PARK SIGHT OFFICE PARK AT PRAIRIE TRAIL PLAT 4

Type of Vacation (check all that apply):

- | | |
|---|--|
| ☐ Public Utility Easement | ☐ Landscape Buffer Easement |
| ☒ Water Main Easement | ☐ Surface Drainage & Flood Easement |
| ☐ Roadway Easement | ☐ Sanitary Sewer Easement |
| ☐ Ingress/egress Easement | ☐ Storm Sewer Easement |
| ☐ Right-of-way | |
| ☐ Other _____ | |

Conveyance to:

- ☐ Applicant (Tax address) _____
- ☒ Other
- Name: Veridian Credit Union

Tax address: 1827 Ansborough Avenue Waterloo, Iowa 50701-3629

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

Signed by: [Signature] Date: 2/2/23
(Applicant/Contact Person)

and: [Signature] Date: 2.2.23
(Property Owner)

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

****Original signatures are required****

Submit the completed Application Packet to:

Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

If you have questions, please contact the Community Development Department at:
Phone: (515) 963-3550 (Public Services Building Front Desk)
E-mail: planning@ankenyiowa.gov

The following links are available on the City of Ankeny website at www.ankenyiowa.gov/our-city/departments

Community Development
Zoning & Subdivision Municipal Codes
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Ankeny Comprehensive Plan
Development Schedule
Development Fee Schedule
Polk County Assessor's Site
Polk County Recorder's Site
FEMA (Federal Emergency Management Agency)
FIRM (Flood Insurance Rate Map)

**No application will be accepted unless it complies with all the submittal requirements.
Applications that are incomplete will be returned to the applicant without further review.**

Updated: December 2020



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

N. Ankeny Blvd. Water Main: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Priority Excavating, LLC in the amount of \$118,042.00; c) Change Order #1 for (\$1,290.00); d) Final Payment #3 in the amount of \$7,980.00 / Release of Retainage in the amount of \$5,902.10.

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 payment to Priority Excavating, LLC on the N. Ankeny Blvd. Water Main project.

The N. Ankeny Blvd. Water Main 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 \$118,042.00.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the N. Ankeny Blvd. Water Main Project and establishes the final contract amount to be \$118,042.00.

3. Change Order #1: Priority Excavating, LLC = (\$1,290.00)

4. Final Payment: Priority Excavating, LLC = \$7,980.00

Retainage Payment: Priority Excavating, LLC = \$5,902.10

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 N. Ankeny Blvd. Water Main Project.

2. Adopt the Resolution accepting the N. Ankeny Blvd. Water Main Project with Priority Excavating, LLC in the final contract amount of \$118,042.00.

3. Authorize change order #1 to Priority Excavating, LLC in the amount of (\$1,290.00) and

4. Authorize final payment to Priority Excavating, LLC in the amount of \$7,980.00 and release of retainage payment in the amount of \$5,902.10 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 4, 2022: Council ordered construction and set dates for bid letting and public hearing.

May 2, 2022: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #1 Final
 Payment #3 Final
 Resolution

CERTIFICATE OF COMPLETION

N Ankeny Blvd Water Main

Ankeny, Iowa

February 20, 2023

This is to certify that the construction improvements on the **N Ankeny Blvd Water Main** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$118,042.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



Katrina L. Kinsey, PE
Project Manager
Short Elliot Hendrickson Inc.
Iowa License Number P21084

CHANGE ORDER FORM



Project Title: N Ankeny Blvd Water Main
Contractor: Priority Excavating LLC
Address: 9550 Hickman Road, Suite 101, Clive, IA 50325
Finance Budget Code: 614.3614.4450 **Finance Project #** 614.445
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: May 2, 2022 **Vendor #** 4957

Change Order Number: 1

Change Order Date: February 2, 2023

Purpose of Change Order:

Placement of oats on the agricultural field to stabilize the ground before winter.

Adjust contract quantities to reflect quantities used on the projects so the project can be closed-out.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Oats Placement	AC	0.40	\$ 8,500.00	\$ 3,400.00
2	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	AC	0.10	\$ 25,000.00	\$ 2,500.00
3	Filter Sock	LF	162.00	\$ 5.00	\$ 810.00
4	Construction Survey	LS	(1.00)	\$ 8,000.00	\$ (8,000.00)
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ (1,290.00)**

Contractor Accepted: Priority Excavating LLC
Firm Name
[Signature] 2/3/2023
Signature Date

Engineer Approved: Short Elliott Hendrickson Inc.
Firm Name
[Signature] 2/3/2023
Signature Date

Owner Accepted: City of Ankeny
[Signature] [Title]
Signature Title
[Date]
Date

Attest for Owner:

[Signature] [Title]
Signature Title
[Date]
Date

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 119,332.00
1	February 2, 2023	\$ (1,290.00)
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 118,042.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Priority Excavating LLC
Address: 9550 Hickman Road, Suite 101, Clive, IA 50325
Finance Budget Code: 614.3614.4450 **Finance Project #** 614.4450
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: May 2, 2022 **Vendor #** 4957

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 3 *Final*
PAYMENT PERIOD: From: November 1, 2022 Through: January 31, 2023

Contract Summary

Original Contract Amount:	\$	119,332.00	
Net change by Change Orders:	\$	(1,290.00)	
Contract Amount to Date: (line 1 ± 2)	\$	118,042.00	
Total completed and stored to date:	\$	118,042.00	
Retainage: 5 % of Completed Work:	\$	5,902.10	
Total Earned less Retainage:	\$	112,139.90	
Less previous applications for payment:	\$	104,159.90	
SUBTOTAL	\$		7,980.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,980.00

Balance to finish, including retainage: \$ 5,902.10

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: Priority Excavating LLC

Signature: *[Signature]* Firm Name: Priority Excavating LLC Date: 2/3/2023

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Signature: *Katrina L. Kinsley* Firm Name: Short Elliott Hendrickson Inc. Date: 2/3/2023

City of Ankeny Staff Approval:

Signature: *Donald Clark* Date: 2/3/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 3, 2022	\$ 94,249.50
2	November 21, 2022	\$ 9,910.40
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
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TOTAL \$ 104,159.90

Record of Change Orders

No.	Date	Amount
1	February 2, 2023	\$ (1,290.00)
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TOTAL \$ (1,290.00)

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:	-

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Water Main, Trenched, PVC, 12"	LF	376		376.00	\$87.00	\$ 32,712.00	376.00	\$ 32,712.00	-	100.00%
2	Water Main, Trenchless, Restrained Joint, PVC, 12"	LF	167		167.00	\$135.00	\$ 22,545.00	167.00	\$ 22,545.00	-	100.00%
3	Fitting, Bend, 12"	EA	3		3.00	\$1,240.00	\$ 3,720.00	3.00	\$ 3,720.00	-	100.00%
4	Fitting, Plug, 12"	EA	1		1.00	\$835.00	\$ 835.00	1.00	\$ 835.00	-	100.00%
5	Fitting, Solid Sleeve, 12"	EA	1		1.00	\$1,220.00	\$ 1,220.00	1.00	\$ 1,220.00	-	100.00%
6	Alternate Fire Hydrant Assembly	EA	1		1.00	\$6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	-	100.00%
7	Connect to Existing, 12" Water Main, Sta. 0+24.08	EA	1		1.00	\$6,900.00	\$ 6,900.00	1.00	\$ 6,900.00	-	100.00%
8	Connect to Existing, 12" Water Main, Sta. 5+66.87	EA	1		1.00	\$6,900.00	\$ 6,900.00	1.00	\$ 6,900.00	-	100.00%
9	Temporary Traffic Control	LS	1		1.00	\$1,500.00	\$ 1,500.00	1.00	\$ 1,500.00	-	100.00%
10	Hydraulic Seeding, Fertilizing, and Mulching - Type 1	AC	0.1	0.10	0.20	\$25,000.00	\$ 5,000.00	0.20	\$ 5,000.00	-	100.00%
11	Filler Sock	LF	200	162.00	362.00	\$5.00	\$ 1,810.00	362.00	\$ 1,810.00	-	100.00%
12	Construction Survey	LS	1	(1.00)	-	\$8,000.00	\$ -	-	\$ -	-	0.00%
13	Mobilization	LS	1		1.00	\$25,000.00	\$ 25,000.00	1.00	\$ 25,000.00	-	100.00%
14	Oats Placement (Change Order #1)	AC		0.40	0.40	\$ 8,500.00	\$ 3,400.00	0.40	\$ 3,400.00	-	100.00%
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73					-	\$ -	\$ -	-	\$ -	-	0.00%
74					-	\$ -	\$ -	-	\$ -	-	0.00%
75					-	\$ -	\$ -	-	\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 118,042.00

\$ 118,042.00

100.00%

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE N. ANKENY BLVD WATER MAIN", 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 N. ANKENY BLVD WATER MAIN

WHEREAS, on the 2nd day of May, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Priority Excavating, LLC of Clive, Iowa, for the construction of certain public improvements generally described as the N. Ankeny Blvd Water Main; 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 February 20, 2023:

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 \$118,042.00, as shown in the report of the Engineer.

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

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with Gingerich Well & Pump Service, LLC in the amount of \$3,434,544.69; c) Change Order #4 for (\$2,754.64); d) Final Payment #6 in the amount of \$18,948.10 / Release of Retainage in the amount of \$171,727.23.

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 payment to Gingerich Well & Pump Service, LLC on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

The Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction 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 \$3,434,544.69.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project and establishes the final contract amount to be \$3,434,544.69.

3. Change Order #4: Gingerich Well & Pump Service, LLC = (\$2,754.64)

4. Final Payment: Gingerich Well & Pump Service, LLC = \$18,948.10

Retainage Payment: Gingerich Well & Pump Service, LLC = \$171,727.23

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 Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction Project.

2. Adopt the Resolution accepting the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction Project with Gingerich Well & Pump Service, LLC in the final contract amount of \$3,434,544.69.

3. Authorize change order #4 to Gingerich Well & Pump Service, LLC in the amount of (\$2,754.64) and

4. Authorize final payment to Gingerich Well & Pump Service, LLC in the amount of \$18,948.10 and release of retainage payment in the amount of \$171,727.23 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2022: Council ordered construction and set dates for bid letting and public hearing.

February 7, 2022: Council held a public hearing; adopted plans, specifications, form of contract, and

estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #4 Final
 Payment #6 Final
 Resolution

CERTIFICATE OF COMPLETION

Well No. 7 / ASR No. 3 Bid Package 1 - Well Construction

Ankeny, Iowa

February 20, 2023

This is to certify that the construction improvements on the *Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction* project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$3,434,544.69**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Taylor Hopper".

*Taylor Hopper, P.E.
Assistant Project Manager
FOX Strand
Iowa License Number P22211*

Engineer's Statement of Completion

Project: Well No. 7 / ASR No. 3 Bid Package 1 - Well Construction	Date of Contract: February 7, 2022
Owner: City of Ankeny	Owner's Finance Project No.: 632.4450
Engineer: FOX Strand	Engineer's Project No.: 3379-20A
Contractor: Gingerich Well & Pump Service, LLC	

I hereby state that the construction of **Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction** by a Contract dated **February 7, 2022**, has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **January 24, 2023**. The Contract completion date is **January 31, 2023**.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$3,434,544.69**. The derivation of this total amount is tabulated on the attached sheet.

A total of **\$3,243,869.36** has been paid previously, leaving **\$190,675.33** due as of the date of this document.

Ninety-five percent (95%) of the total amount due to the Contractor should be paid after the acceptance of the construction by resolution of the City Council with Pay Application No. 6 for **\$18,948.10**. The remaining five percent (5%) (**\$171,727.23**) shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

Signed:

FOX Strand

By: Taylor R. Hopper

Iowa Registration No.: P22211

Date: 1/27/2023

FOX Strand PN: 3379-20A\7020.008

Distribution:

Engineer

Contractor

Owner

IDNR

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Summary Derivation of Final Contract Amount
Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Ankeny, Iowa
FOX PN 3379-20A

Calculation of Final Contract Amount

Original Contract Amount	\$	3,234,033.00
Change Order 1	\$	83,780.00
Change Order 2	\$	33,596.33
Change Order 3	\$	85,890.00
Change Order 4	\$	(2,754.64)
Final Contract Amount	\$	3,434,544.69

Final Amount Due

Final Contract amount	\$	3,434,544.69
Pay Request 1	\$	639,806.53
Pay Request 2	\$	474,840.40
Pay Request 3	\$	371,450.00
Pay Request 4	\$	1,464,706.93
Pay Request 5	\$	293,065.50
Payment Due (Pay Request 6)	\$	18,948.10
Final Payment Due (Retainage)	\$	171,727.23

city of
Ankeny
bringing it all together

Original Contract Date: February 7, 2022 **Vendor #** 11387

Date Printed: 1/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contractor: Gingerich Well & Pump Service, LLC
Address: 1331 Hwy 1, Kalona, IA 52247
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 11387

Date of Council Meeting: February 20, 2023 **PAYMENT REQUEST #** 6 (Final)
PAYMENT PERIOD: From: September 20, 2022 Through: January 25, 2023

Contract Summary

Original Contract Amount:	\$	3,234,033.00	
Net change by Change Orders:	\$	200,511.69	
Contract Amount to Date: (line 1 ± 2)	\$	3,434,544.69	
Total completed and stored to date:	\$	3,434,544.69	
Retainage: 5 % of Completed Work:	\$	171,727.23	
Total Earned less Retainage:	\$	3,262,817.46	
Less previous applications for payment:	\$	3,243,869.36	
SUBTOTAL	\$		18,948.10

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 18,948.10

Balance to finish, including retainage: \$ 171,727.23

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: Gingerich Well & Pump Service, LLC
Firm Name
Signature: Helen Davidson Date: 2-8-23

Engineer / Consultant Approval: FOX Strand
Firm Name
Signature: Taylor Hopper Date: 2/9/2023

City of Ankeny Staff Approval:
Signature: Donald Clark Date: 2/9/23

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DClark@Ankenylowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 22, 2022	\$ 639,806.53
2	May 20, 2022	\$ 474,840.40
3	June 20, 2022	\$ 371,450.00
4	July 20, 2022	\$ 1,464,706.93
5	October 3, 2022	\$ 293,065.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 3,243,869.36

Record of Change Orders

No.	Date	Amount
1	May 6, 2022	\$ 83,780.00
2	August 1 2022	\$ 33,596.33
3	August 15 2022	\$ 85,890.00
4	February 20, 2023	\$ (2,754.64)
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CHANGE ORDER TOTAL = \$ 200,511.69

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Contractor's Application for Payment

Owner: <u>City of Ankeny</u> Engineer: <u>FOX Strand</u> Contractor: <u>Gingerich Well & Pump Service, LLC</u> Project: <u>Well No. 7 / ASR No. 3 - Bid Pacakage 1 - Well Construction</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>3379-20A</u> Contractor's Project No.: _____																								
Application No.: <u>6 (Final)</u> Application Date: <u>2/6/2023</u>																									
Application Period: From <u>9/20/2023</u> to <u>1/25/2023</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 3,234,033.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 200,511.69</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 3,434,544.69</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 3,434,544.69</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. 5% X \$ 3,434,544.69 Work Completed =</td><td style="text-align: right;">\$ 171,727.23</td></tr><tr><td> b. 5% X \$ - Stored Materials =</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 171,727.23</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 3,262,817.46</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 3,243,869.36</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 18,948.10</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$ 171,727.23</td></tr></table>		1. Original Contract Price	\$ 3,234,033.00	2. Net change by Change Orders	\$ 200,511.69	3. Current Contract Price (Line 1 + Line 2)	\$ 3,434,544.69	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,434,544.69	5. Retainage		a. 5% X \$ 3,434,544.69 Work Completed =	\$ 171,727.23	b. 5% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 171,727.23	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,262,817.46	7. Less previous payments (Line 6 from prior application)	\$ 3,243,869.36	8. Amount due this application	\$ 18,948.10	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 171,727.23
1. Original Contract Price	\$ 3,234,033.00																								
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a. 5% X \$ 3,434,544.69 Work Completed =	\$ 171,727.23																								
b. 5% X \$ - Stored Materials =	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ 171,727.23																								
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9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 171,727.23																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Gingerich Well & Pump Service LLC</u>																									
Signature: <u>Helen Davidson</u> Date: <u>2-8-23</u>																									
Recommended by Engineer By: <u>Taylor Stopper</u> Title: <u>Assistant Project Manager</u> Date: <u>2/9/2023</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	
Engineer:	FOX Strand	Engineer's Project No.:	3379-20A
Contractor:	Gingerich Well & Pump Service, LLC	Contractor's Project No.:	
Project:	Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction		
Contract:			

Application No.: 6 (Final)			Application Period:			From	06/21/22		to	07/20/22		Application Date:			08/01/22	
A	B	C	D	E	Contract Information		F	G	H	I	J	K	L			
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Work Completed		Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)					
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G)									
Original Contract																
1	Mobilization/Demobilization	1.00	LS	375,000.00	375,000.00		1.00		375,000.00	-	375,000.00	100%	-			
2	Storm Water Pollution Prevention Plan (SWPPP)	1.00	LS	25,000.00	25,000.00		1.00		25,000.00	-	25,000.00	100%	-			
3	Well Water Pollution Prevention Plan (WWPPP)	1.00	LS	105,000.00	105,000.00		1.00		105,000.00	-	105,000.00	100%	-			
4	Drilled Hole & Surface Casing	344.00	LF	565.00	194,360.00		344.00		194,360.00	-	194,360.00	100%	-			
5	22" Drilled Hole	1,794.00	LF	355.00	636,870.00		1,794.00		636,870.00	-	636,870.00	100%	-			
6	Ream 22" Drilled Hole to 28" Drilled Hole	473.00	LF	565.00	267,245.00		473.00		267,245.00	-	267,245.00	100%	-			
7	24" Well Casing	817.00	LF	310.00	253,270.00		817.00		253,270.00	-	253,270.00	100%	-			
8	18" Well Casing	1,321.00	LF	248.00	327,608.00		1,321.00		327,608.00	-	327,608.00	100%	-			
9	Grouting Set-Up & Removal	2.00	LS	45,000.00	90,000.00		2.00		90,000.00	-	90,000.00	100%	-			
10	Grout Casing	2,700.00	Sacks	42.00	113,400.00		2,700.00		113,400.00	-	113,400.00	100%	-			
11	Mechanical Integrity Pressure Testing	1.00	LS	20,000.00	20,000.00		1.00		20,000.00	-	20,000.00	100%	-			
12	16" Drilled Hole	332.00	LF	315.00	104,580.00		332.00		104,580.00	-	104,580.00	100%	-			
13	Cement Bond Log	1.00	LS	25,000.00	25,000.00		1.00		25,000.00	-	25,000.00	100%	-			
14	Well Development Set-Up & Removal	1.00	LS	43,000.00	43,000.00		1.00		43,000.00	-	43,000.00	100%	-			
15	Well Development	48.00	HRS	525.00	25,200.00		48.00		25,200.00	-	25,200.00	100%	-			
16	Production Pump Test Set-Up & Removal	1.00	LS	120,000.00	120,000.00		1.00		120,000.00	-	120,000.00	100%	-			
17	Well Production Pump Test	72.00	HRS	500.00	36,000.00		72.00		36,000.00	-	36,000.00	100%	-			
18	Water Quality Testing	1.00	LS	5,000.00	5,000.00		1.00		5,000.00	-	5,000.00	100%	-			
19	Video Record of Completed Well	1.00	LS	3,500.00	3,500.00		1.00		3,500.00	-	3,500.00	100%	-			
20	Well Disinfection	1.00	LS	10,000.00	10,000.00		1.00		10,000.00	-	10,000.00	100%	-			
21	Site Work and Restoration	1.00	LS	354,000.00	354,000.00		1.00		354,000.00	-	354,000.00	100%	-			
22	Noise Control (Allowance)	1.00	LS	100,000.00	100,000.00		1.00		100,000.00	-	100,000.00	100%	-			
Original Contract Totals					\$	3,234,033.00	\$	3,234,033.00	\$	3,234,033.00	\$	3,234,033.00	\$			

Contractor's Application for Payment

Application No.:	6 (Final)	Application Period:	From 06/21/22 to 07/20/22	Application Date:	08/01/22
------------------	-----------	---------------------	---------------------------	-------------------	----------

Original Contract and Change Orders	
Project Totals	\$ 3,434,544.69

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	3379-20A
Contractor's Project No.:	

[illegible]

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 1 - WELL CONSTRUCTION", 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 1 - WELL CONSTRUCTION

WHEREAS, on the 7th day of **February**, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Gingerich Well & Pump Service, LLC** of **Kalona, Iowa**, for the construction of certain public improvements generally described as the Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction; 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 **February 20, 2023**:

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 **\$3,434,544.69**, as shown in the report of the Engineer.

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

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SE Delaware Avenue Fiber Optic Connection: Consider motion to approve: a) Change Order #1 & Final in amount of \$86.25; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$116,139.75; and d) Final Payment in the amount of \$14,667.76; and Retainage Payment in the amount of \$5,806.99.

EXECUTIVE SUMMARY:

The actions before the council are the approval of Change Order #1 & Final, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Iowa Signal, Inc. of Grimes, Iowa for the SE Delaware Avenue Fiber Optic Connection.

A series of actions are needed in order to close out this construction project:

a) Approval of Change Order #1 & Final, increasing the contract amount by \$86.25.

b) 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.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the SE Delaware Avenue Fiber Optic Connection and establishes the final contract amount to be \$116,139.75.

d) Final Payment: Iowa Signal, Inc = \$14,667.76

Retainage Payment: Iowa Signal, Inc.= \$5,806.99

It is recommended that the retainage payment 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 in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approval of Change Order #1 & Final, increasing the contract amount by \$86.25.
2. Accept the Engineer's Certificate of Completion for the SE Delaware Avenue Fiber Optic Connection.
3. Adopt the Resolution accepting the SE Delaware Avenue Fiber Optic Connection in the final contract amount of \$116,139.75.
4. Authorize Final Payment in the amount of \$14,667.76 and Retainage Payment in the amount of \$5,806.99.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 18, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Change Order #1_Final](#)

 [Certificate of Completion](#)

 [Resolution](#)

 [Pay Application #2 & Final](#)

 [Location Map](#)

CHANGE ORDER FORM



Project Title: SE Delaware Ave Fiber Optic Connection
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Cir, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: April 18, 2022 **Vendor #** 644

Change Order Number: 1 *Final*

Change Order Date: February 6, 2023 *20 24*

Purpose of Change Order:

Washout change order to reconcile plan quantities with constructed quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT SM (CITY FURNISHED)	LIN FT	(235.00)	\$ 1.50	\$ (352.50)
4	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	55.00	\$ 15.25	\$ 838.75
5	SPLICE	EACH	(8.00)	\$ 50.00	\$ (400.00)
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 86.25**

Contractor Accepted: Iowa Signal, Inc.

Firm Name
Wayne Lesley 2/1/23
 Signature Date

Engineer Approved: Snyder & Associates, Inc.

Firm Name
Andrew Houchin, P.E. 1/31/2023
 Signature Date

Owner Accepted: City of Ankeny
 Signature Title

Mayor
 Signature Title

Attest for Owner:

City Clerk
 Signature Title
 Date

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 116,053.50
1	February 6, 2023	\$ 86.25
2		
3		
4		
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15		

Revised Contract Amount **\$ 116,139.75**

CERTIFICATE OF COMPLETION

SE DELAWARE AVENUE FIBER OPTIC CONNECTION
Ankeny, Iowa

February 20, 2023

This is to certify that the construction improvements on the **SE Delaware Avenue Fiber Optic Connection** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$116,139.75**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Andrew Houchin', with a stylized, cursive script.

Andrew Houchin, P.E.
Traffic Engineer
Snyder & Associates, Inc.
Iowa License Number P25711

RESOLUTION 23-XX

**RESOLUTION ACCEPTING
SE DELAWARE AVENUE FIBER OPTIC CONNECTION
WITH IOWA SIGNAL, INC.**

WHEREAS, on the 18th day of April, 2022, the City of Ankeny entered into contract with Iowa Signal, Inc. of Grimes, Iowa, for the construction of certain public improvements generally described as construction of the SE Delaware Avenue Fiber Optic Connection; 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 the Engineer filed with the Clerk on February 20, 2023.

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

Section 1. That the report of the Engineer 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 \$116,139.75 as shown in the report of the Engineer.

PASSED AND APPROVED on this 20th day of February, 2023.

Mark E. Holm
Mayor

ATTEST:

Michelle Yuska
City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave Fiber Optic Connection
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Cir, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: April 18, 2022 **Vendor #** 644

Date of Council Meeting:

February 8, 2023

PAYMENT REQUEST #

2 Final

PAYMENT PERIOD: From: October 1, 2022 Through: January 31, 2023

Contract Summary

Original Contract Amount:	\$	116,053.50	
Net change by Change Orders:	\$	86.25	
Contract Amount to Date: (line 1 ± 2)	\$	116,139.75	
Total completed and stored to date:	\$	116,139.75	
Retainage: 5 % of Completed Work:	\$	5,806.99	
Total Earned less Retainage:	\$	110,332.76	
Less previous applications for payment:	\$	95,665.00	
SUBTOTAL	\$		14,667.76
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		14,667.76

Balance to finish, including retainage: \$ 5,806.99

Contract Time Remaining (If applicable) 11/30/2022 COMPLETION DATE

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:

Iowa Signal, Inc.

Firm Name

Wayne Lesley

Signature

2/1/2023

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Andrew Houchin, P.E.

Signature

1/31/23

Date

City of Ankeny Staff Approval:

Leslie Hart

Signature

2/2/23

Date

Submit to:

Leslie Hart

E-mail:

Lhart@ankenviowa.gov

Phone:

515-963-3548

Fax:

515-963-3548

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	TYPE II - 24" x 30" PRE-CAST POLYMER-CONCRETE HANDHOLE	EACH	4		4	\$ 1,850.00	\$ 7,400.00		\$ -		4	\$ 7,400.00	0.00	100.00%
2	INSTALL TWO (2) FIBER OPTIC CABLES 96 CT 5M (CITY FURNISHED)	LIN FT	6,300	(235.00)	6,065	\$ 1.50	\$ 9,097.50		\$ -	6,065	6,065.00	\$ 9,097.50	0.00	100.00%
3	INSTALL ONE (1) FIBER OPTIC CABLE 24 CT 5M (CITY FURNISHED)	LIN FT	260		260	\$ 1.50	\$ 390.00		\$ -	260	260.00	\$ 390.00	0.00	100.00%
4	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5,250	55.00	5,305	\$ 15.25	\$ 80,901.25	55	\$ 838.75	5,250	5,305.00	\$ 80,901.25	0.00	100.00%
5	SPlice	EACH	144	(8.00)	136	\$ 50.00	\$ 6,800.00	136	\$ 6,800.00		136.00	\$ 6,800.00	0.00	100.00%
6	SPlice CASE	EACH	2		2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00		2.00	\$ 1,000.00	0.00	100.00%
7	FIBER ENCLOSURE, 4 PANEL CAPACITY, CCH-02U	EACH	1		1	\$ 464.00	\$ 464.00	1	\$ 464.00		1.00	\$ 464.00	0.00	100.00%
8	FIBER ENCLOSURE, 1 PANEL CAPACITY, SPH-01P	EACH	1		1	\$ 263.00	\$ 263.00	1	\$ 263.00		1.00	\$ 263.00	0.00	100.00%
9	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	1		1	\$ 654.00	\$ 654.00	1	\$ 654.00		1.00	\$ 654.00	0.00	100.00%
10	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00RE	EACH	6		6	\$ 585.00	\$ 3,510.00	6	\$ 3,510.00		6.00	\$ 3,510.00	0.00	100.00%
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P00KE	EACH	1		1	\$ 660.00	\$ 660.00	1	\$ 660.00		1.00	\$ 660.00	0.00	100.00%
12	MOBILIZATION	LS	1		1	\$ 2,500.00	\$ 2,500.00	0.50	\$ 1,250.00	0.50	1.00	\$ 2,500.00	0.00	100.00%
13	TRAFFIC CONTROL	LS	1		1	\$ 2,500.00	\$ 2,500.00		\$ -		1.00	\$ 2,500.00	0.00	100.00%
	CHANGE ORDER ITEMS													
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 116,139.75 PAY PERIOD = \$ 15,439.75

COMPLETED = \$ 116,139.75

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 17, 2022	\$ 95,665.00
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	February 6, 2023	\$ 86.25
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CHANGE ORDER TOTAL = \$ 86.25

Contract Time Remaining:

CONTRACT PERIOD:	COMPLETION DATE
Original Contract Date:	April 18, 2022
Start Date:	April 18, 2022
Contract Working Days	N/A
Added by Change Order:	N/A
Contract Time to Date:	N/A
Time Used to Date:	N/A
Contract Time Remaining:	N/A
Completion Date	November 30, 2022

PREVIOUS PAY APP TOTAL = \$ 95,665.00



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** approving construction contract and bond with Granite Excavating, in the amount of \$2,649,525.00 for the S. Ankeny Boulevard Transmission Main project.

EXECUTIVE SUMMARY:
This action is to complete the process of accepting the contract and bond from Granite Excavating for the construction for S Ankeny Blvd Transmission Main in the amount of \$2,649,525.00. The public hearing for this project was February 6, 2023 and at that time we did not have the signed contracts and bonds to have them approved by City Council and ultimately signed by the Mayor.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - approving contract
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE S. ANKENY BLVD TRANSMISSION MAIN", 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 S. ANKENY BLVD TRANSMISSION
MAIN**

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 S. Ankeny Blvd Transmission Main, 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: Granite Excavating of Polk City, Iowa

Amount of bid: \$2,649,525.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

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

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Granite Excavating, hereinafter called the "Contractor."

WITNESSETH:

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

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

S. ANKENY BLVD TRANSMISSION MAIN

The project includes the installation of a 24-inch diameter transmission main along S. Ankeny Boulevard from SW. Magazine Road to SW. Oralabor Road, along the west side of S. Ankeny Boulevard. This project includes approximately 5,400 feet of 24-inch diameter transmission main constructed by trenched and trenchless methods, and related work including water main connections, hydrants, erosion control, surface restoration, and miscellaneous associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of TWO MILLION SIX HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS (\$2,649,525.00), 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 fully complete the project within **one hundred sixty-four (164) working days**. Fully complete shall be defined as all work completed and project is ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By: Mark E. Holm, Mayor

(Seal)
ATTEST:

Michelle Yuska, City Clerk



CONTRACTOR:

Granite Excavating
Contractor

By: [Signature]
Signature

President
Title

111 S 2nd St
Street Address

Polk City IA 50226
City, State, Zip Code

515-220-2112
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

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

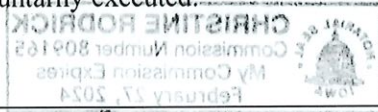
NOTE:

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

CORPORATE ACKNOWLEDGEMENT

State of _____)
) 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 ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3rd day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, 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 Iowa
My commission expires 2-27, 2024

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3rd day of February, 2023, before me a Notary Public in and for said county, personally appeared Rebecca Wenthold, to me personally known, who being by me duly sworn did say that person is Rebecca Wenthold of said Granite Excavating, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Rebecca Wenthold, and that said instrument was signed and sealed on behalf of the said Granite Excavating, by authority of its managers and the said Rebecca Wenthold acknowledged the execution of said instrument to be the voluntary act and deed of said Granite Excavating, by it voluntarily executed.

A handwritten signature in blue ink, appearing to read "CRodrick".

Notary Public in and for the State of Iowa
My commission expires 2-27, 2024

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

BASE BID:

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	REMOVAL OF CULVERT, CMP, 18"	LF	30	\$32.00	\$960.00
2	REMOVAL AND REINSTALL OF CULVERT, RCP, 24"	LF	10	\$78.00	\$780.00
3	REMOVAL AND REINSTALL OF CULVERT, RCP, 42"	LF	20	\$80.00	\$1,600.00
4	TRENCH FOUNDATION	TON	900	\$43.00	\$38,700.00
5	WATER MAIN, TRENCHED, PVC, 12"	LF	30	\$122.00	\$3,660.00
6	WATER MAIN, TRENCHED, PVC, 24"	LF	4,475	\$348.00	\$1,557,300.00
7	WATER MAIN, TRENCHED, DI, 24"	LF	70	\$322.00	\$22,540.00
8	WATER MAIN, TRENCHLESS, PVC, 24"	LF	522	\$609.00	\$317,898.00
9	WATER MAIN WITH EXISTING CASING PIPE, TRENCHLESS, PVC, 24"	LF	273	\$587.00	\$160,251.00
10	WATER MAIN WITH CASING PIPE, TRENCHLESS, PVC, 24"	LF	80	\$1,445.00	\$115,600.00
11	VALVE, GATE, 24"	EA	1	\$39,850.00	\$39,850.00
12	TAPPING VALVE ASSEMBLY, 24" x 24"	EA	1	\$63,890.00	\$63,890.00
13	TAPPING VALVE ASSEMBLY, 12" x 12"	EA	1	\$10,260.00	\$10,260.00
14	FIRE HYDRANT ASSEMBLY	EA	6	\$11,500.00	\$69,000.00
15	FIRE HYDRANT ASSEMBLY AT STA. 304+78.00	EA	1	\$10,980.00	\$10,980.00
16	REMOVAL OF RECREATIONAL TRAIL	SY	1,380	\$20.00	\$27,600.00
17	RECREATIONAL TRAIL, PCC	SY	1,350	\$65.00	\$87,750.00
18	RECREATIONAL TRAIL, HMA	SY	30	\$65.00	\$1,950.00
19	GRANULAR SURFACING, CLASS A ROADSTONE	TON	325	\$35.00	\$11,375.00
20	TEMPORARY TRAFFIC CONTROL	LS	1	\$20,370.00	\$20,370.00
21	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	5.3	\$2,885.00	\$15,290.50
22	CONVENTIONAL SEEDING, TYPE 4	AC	5.3	\$1,575.00	\$8,347.50
23	WATTLE, 9"	LF	1,000	\$2.00	\$2,000.00

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
24	WATTLE, REMOVAL	LF	1,000	\$0.30	\$300.00
25	SILT FENCE	LF	2,600	\$2.00	\$5,200.00
26	SILT FENCE, REMOVAL	LF	2,600	\$0.30	\$780.00
27	EROSION CONTROL MULCHING, HYDROMULCHING	AC	10.5	\$2,885.00	\$30,292.50
28	MOBILIZATION	LS	1	\$25,000.50	\$25,000.50

TOTAL AMOUNT BID =

\$2,649,525.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Granite Excavating, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of TWO MILLION SIX HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$2,649,525.00), 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 6th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

S. ANKENY BLVD TRANSMISSION MAIN

The project includes the installation of a 24-inch diameter transmission main along S. Ankeny Boulevard from SW. Magazine Road to SW. Oralabor Road, along the west side of S. Ankeny Boulevard. This project includes approximately 5,400 feet of 24-inch diameter transmission main constructed by trenched and trenchless methods, and related work including water main connections, hydrants, erosion control, surface restoration, and miscellaneous associated work.

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 6th day of February, 2023.

Surety Countersigned By:

Sandy VanOsten
Signature of Agent

Sandy VanOsten
Printed Name of Agent

Arthur J. Gallagher
Company Name

4201 Westown Pkwy, Suite 120
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

PRINCIPAL:

Granite Excavating, LLC
Contractor

By: _____
Signature

Title

SURETY:

United Fire & Casualty Company
Surety Company

By: Abigail R. Mohr
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

United Fire & Casualty Company
Company Name

118 Second Ave SE
Company Address

Cedar Rapids, IA 52401
City, State, Zip Code

319-399-5700
Company Telephone Number

NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MATT FAY, ABIGAIL R. MOHR, MAT DEGROOTE, SANDY VANOSTEN, LAURA PEIFFER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of March, 2021

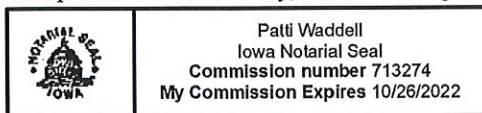


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 30th day of March, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 6th day of February, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2023

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Nate Collins PHONE (A/C, No, Ext): E-MAIL ADDRESS: ncollins@holmesmurphy.com	FAX (A/C, No):
INSURED Granite Excavating LLC 4008 NE 126th Ave Elkhart, IA 50073		INSURER(S) AFFORDING COVERAGE INSURER A: Integrity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 14303

COVERAGES

CERTIFICATE NUMBER: 67785472

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:			CPP2838572	02/14/23	02/14/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA2750430	02/14/23	02/14/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP2750432	02/14/23	02/14/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WCP2750431	02/14/23	02/14/24	☒ 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: S Ankeny Blvd Transmission Main

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 410 W First Street Ankeny, IA 50023 USA	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

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve the Ankeny Kirkendall Public Library Meeting Room Use Policy.

EXECUTIVE SUMMARY:
Changes to the Ankeny Kirkendall Public Library Meeting Room Use Policy are being proposed to streamline the process for renters and staff. These changes include:

- Removes the security and damage deposit requirements.
- Creates a fee structure that is consistent Monday-Sunday to allow for online room reservations through the Library Market software.
- Expands reservation hours to begin at 7:00 a.m.
- Adds language to allow for long-term reservations. These reservations will require a separate user agreement approved by City Council.

FISCAL IMPACT: **Yes**
Creating a fee structure that is consistent Monday-Sunday will reduce revenues, but a good portion of this loss will be made up with additional usage especially on Friday-Sunday.

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving the Ankeny Kirkendall Public Library Meeting Room Use Policy.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The current policy was approved January 6, 2020, just prior to the opening of the new Ankeny Kirkendall Public Library.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Meeting Room Use Policy - Proposed
 Meeting Room Use Policy - Current

Ankeny Kirkendall Public Library

Meeting Room Use Policy

The Ankeny Kirkendall Public Library welcomes the public use of its meeting rooms in keeping with the Library's mission "to be a welcoming and inclusive community center of learning experiences and entertainment, interaction and connection."

Guidelines

- A. All events held in the Ankeny Kirkendall Public Library must be conducted in an orderly manner and in full compliance with all applicable Library policies and City laws and regulations. Users not in compliance may be asked to leave. Repeated offenses may result in loss of room usage.
- B. Fire code occupancy limits must be observed and will be enforced.
- C. For those events occurring during regular Library hours, the User is expected to control the event and avoid disturbing the peaceful use of the Library.
- D. Permission to use the meeting rooms does not imply Library endorsement.

Prohibited Activities

- A. Collecting money, soliciting orders for goods or services, or engaging in other profit-making enterprises is prohibited. Exceptions may be made for fundraising events.
- B. The Library strictly adheres to the Iowa Smokefree Air Act and the facility and grounds are smoke-free.
- C. The sale of alcoholic beverages is prohibited, unless a liquor license has been obtained from the Iowa Alcoholic Beverages Division.
- D. Prohibited items: lighted candles and the use of materials such as confetti, rice, bird seed, smoke/fog machines, silly string, and the like, is prohibited in the facility and on the grounds.
- E. The use of the City or Library logos for events other than officially sanctioned City or Library events is prohibited.
- F. Promotional materials may not state or imply Library sponsorship and may only be distributed or displayed in the meeting room.

Reservations

- A. A Library card is not required to reserve a meeting room.
- B. A meeting room reservation request must be submitted at least two business days prior to use.
- C. Meeting rooms may be reserved based on the following schedule:

Monday – Thursday	07:00 a.m. – 09:00 p.m.
Friday – Saturday	07:00 a.m. – 12:00 a.m.
Sunday	07:00 a.m. – 09:00 p.m.

- D. Usage outside library hours will require a key card for building access. Key cards must be picked up the day before the event.
- E. Reservations will be honored on a first-come, first-served basis. A reservation will not be considered complete until a payment has been received and the application has been approved by the Library.
- F. Reservations may be scheduled no more than 6 months in advance.
- G. Library-hosted and City-hosted activities shall be given priority when considering meeting room usage.
- H. No more than two reservations per month, per individual or group, are allowed. Exceptions may be granted based on space availability, the time and day requested, and the interval between meetings.
- I. Long-term reservations may be requested and will require a separate User agreement approved by the City Council.

Fees and Payment

- A. Fees will be determined at the following levels: government, non-profit, standard and contracted. The Library will determine the appropriate rate depending on the nature of the User.
 - 1. Government entities: Federal, state or local governments and Indian Tribal organizations.
 - 2. Non-Profit entities: 501(c)3 or similar tax-exempt organization per the Internal Revenue Service. Proof of exemption may be requested.
 - 3. Standard: All others will be charged standard rental rates.
 - 4. Contracted: Long-term reservations approved by separate User agreement.

	Government Hourly Rate	Non-Profit Hourly Rate	Standard Hourly Rate	Contracted Hourly Rate
City Council Chambers	\$0.00	\$25.00	\$50.00	\$100.00
Meeting Room A	\$0.00	\$25.00	\$50.00	\$100.00
Meeting Room B	\$0.00	\$12.50	\$25.00	\$ 50.00
Meeting Room C	\$0.00	\$12.50	\$25.00	\$ 50.00
Meeting Room B & C	\$0.00	\$25.00	\$50.00	\$100.00
Meeting Room A, B & C	\$0.00	\$37.50	\$75.00	\$150.00

- B. Cancellation: All cancellation requests must be submitted in writing. Cancellations within 24 hours of the event will result in forfeiture of the rental fees.
- C. Force Majeure: In the event of an act of God or natural disaster that deems the facility inhabitable or potentially dangerous, the User will be unable to utilize the facility or associated spaces. The Ankeny Kirkendall Public Library shall give the User a notice of Force Majeure citing an inability to carry out its obligations hereunder, and neither party shall be further obligated nor considered in breach of contract to the extent that performance of their respective obligations is prevented. The Ankeny Kirkendall Public Library shall refund all monies paid in conjunction with the planned facility use and/or work with the User to reschedule their planned use of space to another available date agreeable to both parties.

Security

The Library reserves the right, at its discretion, to require private security and/or Ankeny Police Department personnel at the User's expense.

Equipment and Furniture

- A. The Library will provide the following furniture upon request:
 - 1. Chairs – quantity available is dependent on space being rented.
 - 2. Tables – quantity available is dependent on space being rented.
- B. Equipment and Services: requests for equipment must be made at the time the room is reserved. The types of equipment available include podium, AV equipment (projector, screen and microphones) and Wi-Fi access. The User should verify the availability of the equipment at the time the room is reserved. Library staff will not serve as operators for equipment at the event, but will ensure the equipment is operating properly and provide instructions for use. Training to use the equipment is recommended before the event as technology assistance is not guaranteed.
- C. A small catering kitchen is available and includes a refrigerator, microwave and coffeemaker. The catering kitchen is designed to serve prepared food, not prepare food.

Food and Beverages

- A. Food and non-alcoholic beverages are permitted in the meeting rooms during regular Library hours.
- B. Food and alcoholic beverages are permitted in the meeting rooms when the Library is closed to the general public. Sale of alcoholic beverages are prohibited, unless a liquor license has been obtained from the Iowa Alcoholic Beverages Division.

- C. The Ankeny Kirkendall Public Library assumes no responsibility or liability for food or alcohol served and/or consumed on the premises.

Event Setup and Clean Up

- A. Furniture may be arranged to suit the needs of the User but must be returned to the standard arrangement.
- B. Meeting rooms must be left in an orderly condition with all personal property removed, trash placed in receptacles and tabletops cleaned.
- C. Any and all User-supplied equipment, food, flowers, etc. must be removed from the building immediately following the event. The Library is not responsible or liable for any equipment left at the facility, or its disposal, after the end of the event.
- D. Materials may not be affixed to any surface, including walls, windows, columns, floors, furniture or fixtures without prior approval. A directional sign may be placed inside the lobby upon request.
- E. The Library will bill for damage or loss of property, if more than routine cleaning is necessary or if tables and chairs are not returned to the standard arrangement.

Contracted Event Time

- A. The contracted event time is inclusive of setup and breakdown requirements.
- B. If an extension of the contracted event time is required, it must be requested in writing no less than two business days prior to the event, and additional fees paid at that time. No extension of time will be approved on the day of the event.
- C. All events must end by 12:00 a.m. with no exceptions, unless otherwise approved.

Entertainment and Music

Entertainment and music is allowed. However, entertainment and music is not allowed during regular Library hours. All entertainment and music must end by the scheduled event end time. The User is responsible for ensuring the event end time is enforced. User is also responsible for providing electrical power availability information to entertainers. The entertainer must provide any necessary extension cords and cables, and all extension cords and cables must be taped down with non-residue tape. The use of duct tape is not permitted.

Ankeny Kirkendall Public Library

Meeting Room Use Policy

The Ankeny Kirkendall Public Library welcomes the public use of its meeting rooms in keeping with the Library's mission "to provide equal access to information, materials and services within an environment that welcomes interaction and personal enrichment for all the people of our community."

Guidelines

- A. All events held in the Ankeny Kirkendall Public Library must be conducted in an orderly manner and in full compliance with all applicable Library policies and City laws and regulations.
- B. Fire code occupancy limits must be observed and will be enforced.
- C. For those events occurring during regular Library hours, the User is expected to control the event and avoid disturbing the peaceful use of the Library.
- D. Permission to use the meeting rooms does not imply Library endorsement.

Prohibited Activities

- A. Collecting money, soliciting orders for goods or services, or engaging in other profit making enterprises is prohibited. Exceptions may be made for Ankeny Kirkendall Public Library or Friends of the Ankeny Library fundraising events.
- B. The Library strictly adheres to the Iowa Smokefree Air Act and the facility and grounds are smoke-free. Failure of the User to adhere to the Iowa Smokefree Air Act will result in forfeiture of the damage deposit.
- C. Alcoholic beverages: cash bars, sale of drink tickets and self-service bars are prohibited, unless a liquor license has been obtained from the State of Iowa Alcoholic Beverages Division.
- D. Lighted candles are not permitted.
- E. Prohibited materials: use of materials such as confetti, rice, bird seed, smoke/fog machines, silly string, and the like, is prohibited in the facility and on the grounds.
- F. Promotional materials may not state or imply Library sponsorship and may only be distributed or displayed in the meeting room.

Reservations

- A. A Library card is not required to reserve a meeting room.
- B. A meeting room reservation request must be submitted at least five business days prior to use.

- C. Meeting rooms may be reserved based on the following schedule:

Monday – Thursday	09:00 a.m. – 09:00 p.m.
Friday – Saturday	09:00 a.m. – 12:00 a.m.
Sunday	10:00 a.m. – 08:00 p.m.

- D. Reservations will be honored on a first-come, first-serve basis. A reservation will not be considered complete until an application is received and approved by the Library and the security and damage deposits are paid in full.
- E. Reservations may be scheduled no more than two years in advance.
- F. Library-hosted and City-hosted activities shall be given priority when considering meeting room usage.
- G. No more than two reservations per month, per individual or group, are allowed. Exceptions may be granted based on space availability, the time and day requested, and the interval between meetings.

Fees and Payment

- A. Fees will be determined at the following levels: in-house, governmental and non-profit and standard. The Library will determine the appropriate rate depending on the nature of the User.
1. In-House: Library-hosted and City-hosted activities may use the meeting rooms free of charge.
 2. Governmental and Non-Profit: Governmental and qualified non-profit entities (501(c)3 or similar tax-exempt organization per the Internal Revenue Service) are eligible for a discounted rate. Proof of exemption is required with application.

	Monday – Thursday (per hour)	Friday – Sunday (per hour)
City Council Chambers		
First Hour	\$ 0.00	\$ 100.00
Next Hour	\$ 25.00	\$ 100.00
Meeting Room A	\$ 25.00	\$ 100.00
Meeting Room B	\$ 12.50	\$ 50.00
Meeting Room C	\$ 12.50	\$ 50.00
Meeting Room B & C	\$ 25.00	\$ 100.00
Meeting Room A, B & C	\$ 37.50	\$ 150.00

3. Standard: All other organizations will be charged standard rental rates.

	Monday – Thursday (per hour)	Friday – Sunday (per hour)
City Council Chambers	\$ 50.00	\$ 100.00
Meeting Room A	\$ 50.00	\$ 100.00
Meeting Room B	\$ 25.00	\$ 50.00
Meeting Room C	\$ 25.00	\$ 50.00
Meeting Room B & C	\$ 50.00	\$ 100.00
Meeting Room A, B & C	\$ 75.00	\$ 150.00

- B. Security Deposit: Twenty-five percent is required at the time of application and is payable by check, cashier's check, money order or credit card. The balance of the rental payment is due five business days prior to the event. The deposit is non-refundable if the event is cancelled.
- C. Damage Deposit: A deposit of \$100 is required at the time of application and is payable by check, cashier's check, money order or credit card. An additional deposit of \$100 is required if alcoholic beverages are being consumed. The deposit will be refunded in whole thirty (30) days after the event provided the facility is returned to its pre-event state. The deposit is refundable if the event is cancelled.
- D. Cancellation: All cancellation requests must be submitted in writing.
- E. Force Majeure: In the event of an act of God or natural disaster that deems the facility inhabitable or potentially dangerous, the User will be unable to utilize the facility or associated spaces. The Ankeny Kirkendall Public Library shall give the User a notice of Force Majeure citing an inability to carry out its obligations hereunder, and neither party shall be further obligated nor considered in breach of contract to the extent that performance of their respective obligations is prevented. The Ankeny Kirkendall Public Library shall refund all monies paid in conjunction with the planned facility use and/or work with the User to reschedule their planned use of space to another available date agreeable to both parties.
- F. Additional Fees: additional charges may be assessed due to the actual time the facility is used or any unforeseen circumstances.

Security

The Library reserves the right, at its discretion, to require private security and/or Ankeny Police Department personnel at the User's expense.

Equipment and Furniture

- A. The Library will provide the following furniture upon request:
1. Chairs – quantity available is dependent on space being rented.

2. Tables – quantity available is dependent on space being rented.
- B. Equipment and Services: requests for equipment must be made at the time the room is reserved. The types of equipment available include podium, AV equipment (projector, screen and microphones) and Wi-Fi access. The User should verify the availability of the equipment at the time the room is reserved. Library staff will not serve as operators for equipment at the event, but will ensure the equipment is operating properly and provide instructions for use.
- C. A small catering kitchen is available and includes a refrigerator, microwave and coffeemaker. The catering kitchen is designed to serve prepared food, not prepare food.

Food and Beverages

- A. Food and non-alcoholic beverages are permitted in the meeting rooms, with the exception of the City Council Chambers, during regular Library hours.
- B. Food and alcoholic beverages are permitted in the meeting rooms, with the exception of the City Council Chambers, when the Library is closed to the general public. Cash bars, sale of drink tickets and self-service bars are prohibited, unless a liquor license has been obtained from the State of Iowa Alcoholic Beverages Division.
- C. The Ankeny Kirkendall Public Library assumes no responsibility or liability for food or alcohol served and/or consumed on the premises.

Event Setup

- A. Furniture may be arranged to suit the needs of the User but must be returned to the standard arrangement.
- B. Meeting rooms must be left in an orderly condition with all personal property removed, trash placed in receptacles and tabletops cleaned.
- C. Any and all User-supplied equipment, food, flowers, etc. must be removed from the building immediately following the event. The Library is not responsible or liable for any equipment left at the facility, or its disposal, after the end of the event.
- D. Materials may not be affixed to any surface, including walls, windows, columns, floors, furniture or fixtures without prior approval. A directional sign may be placed inside the lobby upon request.
- E. The Library will bill for damage or loss of property, if more than routine cleaning is necessary or if tables and chairs are not returned to the standard arrangement.

Contracted Event Time

- A. The contracted event time is inclusive of setup and breakdown requirements.

- B. If an extension of the contracted event time is required, it must be requested in writing no less than five business days prior to the event, and additional fee paid at that time. No extension of time will be approved on the day of the event.
- C. If an event space is not in its original condition by the end time listed in the application, the damage deposit will be forfeited.
- D. No alcoholic beverages may be served thirty (30) minutes prior to the end of the event, or the damage deposit will be forfeited.
- E. All events must end by 12:00 a.m. with no exceptions, unless otherwise approved.

Parking

Parking is available in the lot north of the Library as well as street parking. Library staff parking is available for use outside of Library business hours.

Entertainment and Music

Entertainment and music is allowed. However, entertainment and music is not allowed during regular Library hours. All entertainment and music must end by the scheduled event end time. The User is responsible for ensuring the event end time is enforced. User is also responsible for providing electrical power availability information to entertainers. The entertainer must provide any necessary extension cords and cables, and all extension cords and cables must be taped down with non-residue tape. The use of duct tape is not permitted.

Event Publicity

- A. The use of the City or Library logos for events other than officially sanctioned City or Library events is prohibited.
- B. Promotional materials may not state or imply Library sponsorship and may only be distributed or displayed in the meeting room.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-46.

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-46.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2130: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of ORDINANCE 2130 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2130 sending it on its

Action. Consider motion to accept and consideration of ORDINANCE 2150, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY NGR INC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

WHEREAS, on the 20th day of February, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING A PART OF PARCEL B DEPICTED THAT PLAT OF SURVEY FILED IN BOOK 6149 AT PAGE 41 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 00°(DEGREES) 08'(MINUTES) 30'(SECONDS) WEST, 560.05 FEET (PREVIOUSLY RECORDED AS NORTH 00°16'32" WEST, 560.10 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING; THENCE NORTH 88°18'32" WEST (PREVIOUSLY RECORDED AS NORTH 88°26'38" WEST), 548.42 FEET ALONG THE SOUTH LINE OF SAID PARCEL B TO THE SOUTHEAST CORNER OF PARCEL L OF THAT PLAT OF SURVEY FILED IN BOOK 8738 AT PAGE 867 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA; THENCE NORTH 00°01'55" EAST, 1499.82 FEET (PREVIOUSLY RECORDED AS SOUTH 00°02'49" WEST, 1499.83 FEET) ALONG THE EAST LINE OF SAID PARCEL L TO THE NORTH LINE OF SAID PARCEL B; THENCE SOUTH 89°53'46" EAST (PREVIOUSLY RECORDED AS NORTH 90°00'00" EAST), 543.60 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 00°08'30" EAST, 1515.03 FEET (PREVIOUSLY RECORDED AS SOUTH 00°16'32" EAST, 1515.01 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING.

CONTAINING 18.89 ACRES IN TOTAL, OF WHICH 2.15 ACRES IS CONTAINING IN PRESENT ROAD RIGHT-OF-WAY EASEMENT.

LAYMAN'S DESCRIPTION:

Approximately 16.74 acres (+/-) of land located along the west side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by NGR Inc., from the current R-1, One-Family Residence District to M-1, Light Industrial District.

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

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

PASSED at Ankeny Iowa, this 20th, day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

PREPARED FOR/DEVELOPER

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

MATT WELLER
(515) 243-3228

RECORD TITLE OWNER

N.G.R. INC.
P.O. BOX 132
WAYNE, NE 68787

DAVE EWING
(402) 375-3385

WARRANTY DEED:
BOOK 6145, PAGE 46

PROPERTY DESCRIPTION

Part of the Northeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa, being a part of Parcel B depicted that Plat of Survey filed in Book 6149 at Page 41 in the Office of the Recorder for Polk County, Iowa, and being more particularly described by survey as follows:

Commencing at the East Quarter Corner of said Section 6; thence North 00°(degrees) 08'(minutes) 30"(seconds) West, 560.05 feet (previously recorded as North 00°16'32" West, 560.10 feet) along the East line of the Northeast Quarter of said Section 6 to the Point of Beginning; thence North 88°18'32" West (previously recorded as North 88°26'38" West), 548.42 feet along the South line of said Parcel B to the Southeast Corner of Parcel L of that Plat of Survey filed in Book 8738 at Page 867 in the Office of the Recorder for Polk County, Iowa; thence North 00°01'55" East, 1499.82 feet (previously recorded as South 00°02'49" West, 1499.83 feet) along the East line of said Parcel L to the North line of said Parcel B; thence South 89°53'46" East (previously recorded as North 90°00'00" East), 543.60 feet along the North line of said Parcel B to the East line of the Northeast Quarter of said Section 6; thence South 00°08'30" East, 1515.03 feet (previously recorded as South 00°16'32" East, 1515.01 feet) along the East line of the Northeast Quarter of said Section 6 to the point of beginning.

Containing 18.89 acres in total, of which 2.15 acres is containing in present road right-of-way easement.

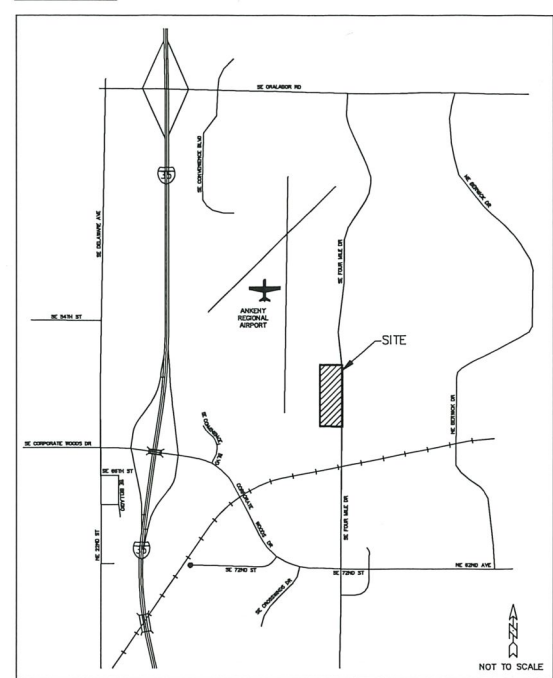
NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%	Y
2	POLK COUNTY AVIATION AUTHORITY	1.15	4.21%	Y
3	POLK COUNTY AVIATION AUTHORITY	8.59	31.47%	Y
4	POLK COUNTY AVIATION AUTHORITY	1.13	4.14%	Y
5	GRAND CAPITAL, LC	2.56	9.38%	Y
6	BERNARD HILBERT	0.48	1.76%	Y
7	N.G.R., INC.	4.85	17.77%	Y
8	GRAND CAPITAL, LC	3.23	11.83%	Y
9	FRANCES MCKNIGHT	0.65	2.38%	
10	GRAND CAPITAL, LC	1.85	6.78%	Y
TOTALS		27.30	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%
2, 3, 4	POLK COUNTY AVIATION AUTHORITY	10.87	39.82%
5, 8, 10	GRAND CAPITAL, LC	7.64	27.59%
6	BERNARD HILBERT	0.48	1.76%
7	N.G.R., INC.	4.85	17.77%
TOTALS		26.65	97.62%

VICINITY MAP



ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: M-1, LIGHT INDUSTRIAL DISTRICT

ROLL CALL

Plan & Zoning Commission

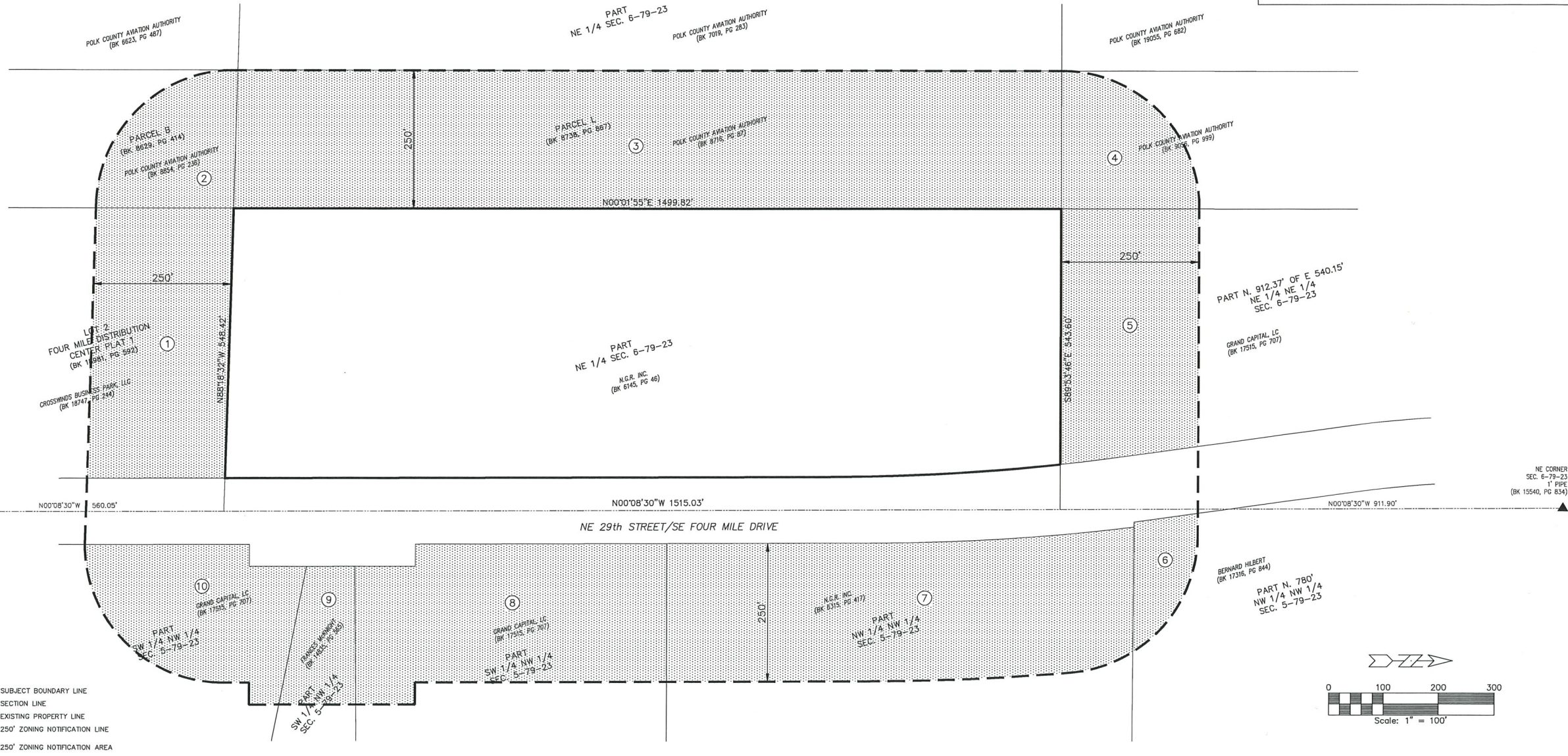
Ankeny, IA

Date December 20, 2022

Ayes 6 Nays 0 Absent 1

APPROVED

T. Rapp Vice Chairperson
Brenda Dufresne Secretary



NGR WEST - REZONING

NO.	REVISION	DATE	BY	FOR	LOCATION:	SCALE: 1" = 100'	DESIGNED BY:	DRAWN BY:	FILE NO.:
						DWG: 22-053-REZONE	DESIGNED BY:	DRAWN BY:	22-053
							CHECKED BY:		
							SHEET 1	OF 1	

ERG
Engineering Resource Group, Inc.
2415 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2131:

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 Bricktowne Piper LC.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2131 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2131, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Map

ORDINANCE

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 BRICKTOWNE PIPER LC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2022, 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 Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District,

WHEREAS, on the 20th day of February, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District.

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 20th, day of February, 2023.

Mark E. Holm, Mayor

ATTEST:

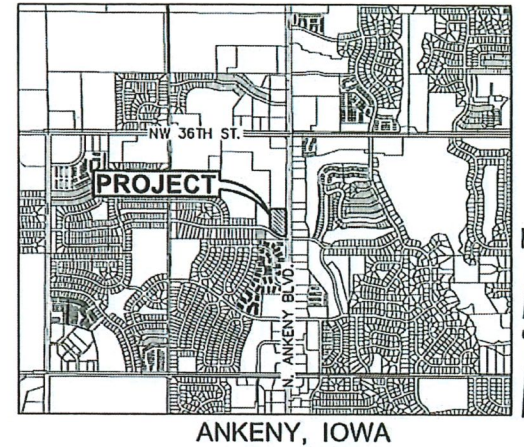
Michelle Yuska, City Clerk

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

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

VICINITY MAP

SCALE 1"=2000'



OWNER / APPLICANT

BRICKTOWNE PIPER LC
CONTACT: DICKSON JENSEN
4611 MORTENSEN ROAD, SUITE 106
AMES, IA 50014
PH. (515) 233-2752

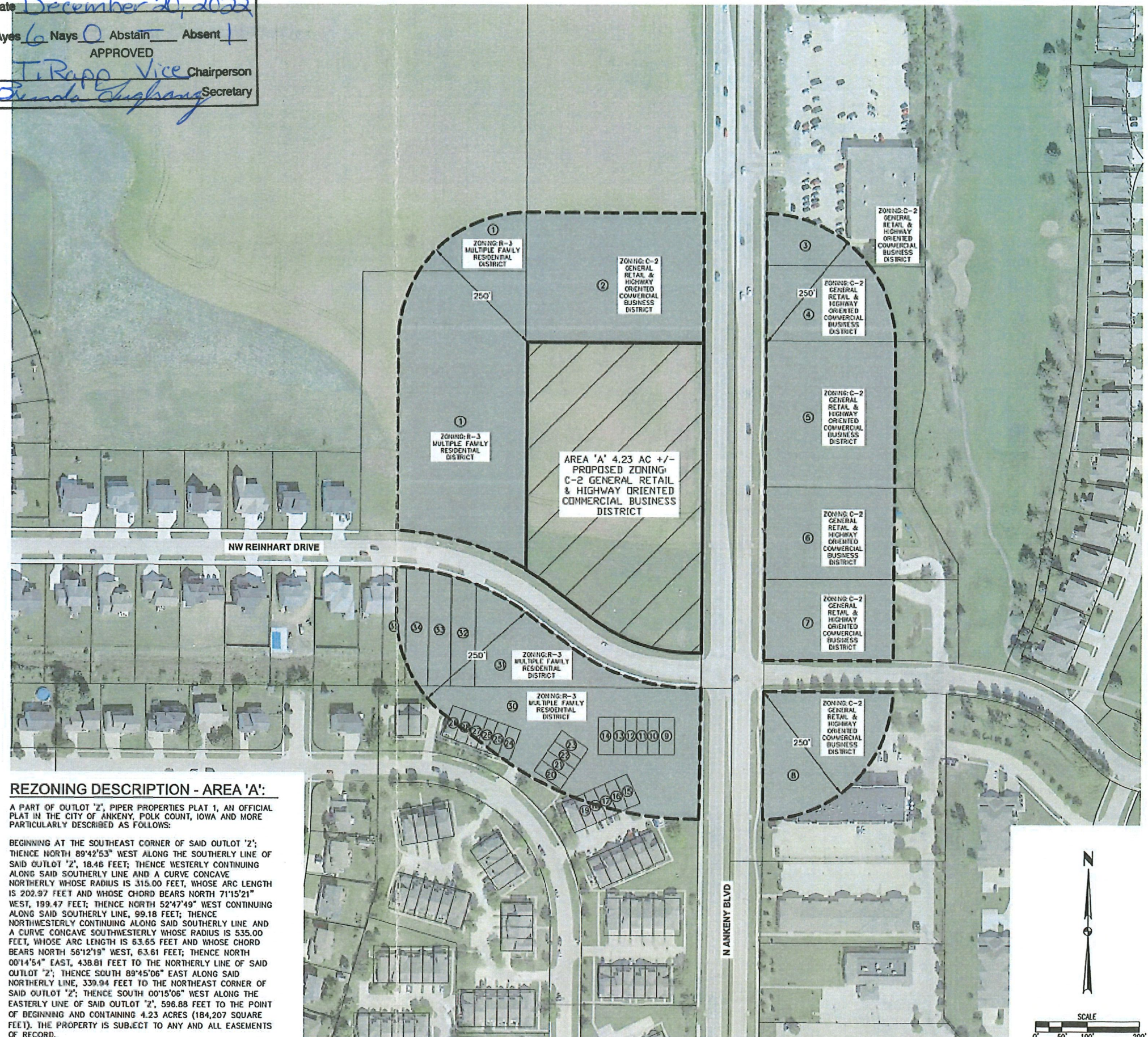
ZONING:

EXISTING: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: C-2 GENERAL RETAIL & HIGHWAY ORIENTED COMMERCIAL BUSINESS DISTRICT

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	BRICKTOWNE PIPER LC	3.34	22.77%	X
2	NORTH ANKENY BOULEVARD LLC	1.95	13.27%	X
3	FAREWAY STORES INC	0.32	2.19%	X
4	JAM INVESTMENT OF ANKENY LLC	0.78	5.29%	
5	WILLIAM B KIMBERLEY REVOCABLE TRUST	1.62	11.02%	
6	WILMOT INVESTMENTS LLC	1.02	6.94%	X
7	CENTRAL BANK	0.90	6.11%	X
8	KIMBERLEY COMMERCIAL LLC	1.11	7.57%	
9	LINDA SICKERSON	0.05	0.33%	
10	CHAD BORSHEIM	0.04	0.24%	
11	LUCAS A BORST	0.04	0.24%	
12	DANIEL & SUSAN KALEY	0.04	0.24%	
13	ELIZABETH J HOLLAND	0.04	0.24%	
14	BRUCE A COOK	0.05	0.33%	
15	LA VAUN C SCHAEFFER	0.04	0.24%	
16	ADAM J & REBECCA A WEBER	0.03	0.21%	
17	AMANDA E MCDANIEL	0.02	0.16%	
18	BAILEY PEASE & DYLAN HEACOCK	0.01	0.10%	
19	CHARLES & SHELBY PHIPPEN	0.00	0.03%	
20	SHANNON LINCOLN	0.04	0.24%	
21	ANNA E SCHWEERS	0.03	0.21%	
22	MICHAEL C GETTEMY	0.03	0.21%	
23	CHERYL V BOSE	0.04	0.24%	
24	KEVIN & SHERI L MCGINNIS	0.04	0.24%	
25	MARIAN & MARK LEE	0.03	0.20%	
26	DOUGLAS D DICKINSON	0.03	0.17%	
27	JOHN E & LYNN R BYRNE	0.02	0.15%	
28	DALE E & SHERRY SCHROEDER	0.02	0.12%	
29	BRADY S NORTH	0.02	0.11%	
30	GEORGETOWN TOWNHOME ASSOCIATION	1.56	10.59%	
31	NANCY M WOODIN REVOCABLE TRUST	0.74	5.05%	X
32	JOLYNN H & MATTHEW D FREY	0.21	1.44%	X
33	TERRIL N SESKER	0.23	1.54%	X
34	CHARLES & TAMMIE CUNNINGHAM	0.22	1.50%	X
35	JENSS LLC	0.06	0.43%	X
		14.68	100.00%	61.24%

ROLL CALL
Plan & Zoning Commission
Ankeny, IADate December 20, 2022Ayes 6 Nays 0 Abstain 1 Absent 1
APPROVEDT. Rapp Vice Chairperson
Dennis Hughes Secretary

REZONING DESCRIPTION - AREA 'A':

A PART OF OUTLOT '2', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT '2'; THENCE NORTH 89°42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT '2', 18.46 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 202.97 FEET AND WHOSE CHORD BEARS NORTH 71°15'21" WEST, 189.47 FEET; THENCE NORTH 52°47'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 99.18 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 63.65 FEET AND WHOSE CHORD BEARS NORTH 56°12'19" WEST, 63.61 FEET; THENCE NORTH 00°14'54" EAST, 438.81 FEET TO THE NORTHERLY LINE OF SAID OUTLOT '2'; THENCE SOUTH 89°45'06" EAST ALONG SAID NORTHERLY LINE, 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT '2'; THENCE SOUTH 00°15'06" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT '2', 596.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES (184,207 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2132: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. (PH 2023-12)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2132 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: *<enact>Consider motion to accept first consideration of ORDINANCE 2132 </enact>*

Action. Consider motion to accept first consideration of ORDINANCE 2152.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY NGR INC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 18th day of January 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

WHEREAS, on the 20th day of March, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of the said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of 5th P.M., Polk County, Iowa

EXCEPTING

The North 780 feet of the following described property:

The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract 40 rods square) and also except the South 20.65 acres of the East 35.65 acres of said Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of said Section Five (5), all being in Township Seventy-nine (79), North of Range Twenty-three (23), West of the 5th P.M., Polk County, Iowa.

Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.

LAYMAN'S DESCRIPTION:

Approximately 31.17 acres (+/-) of land located along the east side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above described property owned by NGR Inc., from the current R-1, One-Family Residence District to M-1, Light Industrial District.

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

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

PASSED at Ankeny Iowa, this 20th, day of March, 2023.

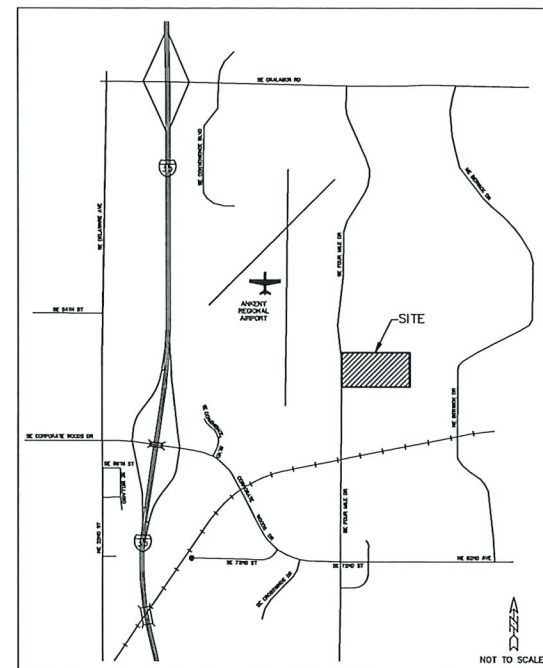
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

VICINITY MAP

NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	N.G.R., INC.	5.23	15.91%	Yes
2	GRAND CAPITAL, LC	1.81	5.51%	Yes
3	BERNARD HILBERT	10.19	31.00%	Yes
4	SCOTT KIRSTEIN	0.60	1.83%	No Response
5	KAREN PEARCE	1.73	5.26%	No
6	ROGER PENN	1.52	4.62%	No Response
7	RAYMOND McPHERSON	1.43	4.35%	No Response
8	JAMES KROHSE	2.03	6.18%	No
9	FRANCES MCKNIGHT	5.89	17.92%	Yes
10	GRAND CAPITAL, LC	2.44	7.42%	Yes
TOTALS		32.87	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

1	N.G.R., INC.	5.23	15.91%
2,10	GRAND CAPITAL, LC	4.25	12.93%
3	BERNARD HILBERT	10.19	31.00%
9	FRANCES MCKNIGHT	5.89	17.92%
TOTALS			77.76%

PREPARED FOR/DEVELOPER

HUBBELL REALTY COMPANY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

MATT WELLER
(515) 243-3228

RECORD	TITLE	OWNER
1	1990-1991	...
2	1992-1993	...
3	1994-1995	...
4	1996-1997	...
5	1998-1999	...
6	2000-2001	...
7	2002-2003	...
8	2004-2005	...
9	2006-2007	...
10	2008-2009	...
11	2010-2011	...
12	2012-2013	...
13	2014-2015	...
14	2016-2017	...
15	2018-2019	...
16	2020-2021	...
17	2022-2023	...
18	2024-2025	...
19	2026-2027	...
20	2028-2029	...
21	2030-2031	...
22	2032-2033	...
23	2034-2035	...
24	2036-2037	...
25	2038-2039	...
26	2040-2041	...
27	2042-2043	...
28	2044-2045	...
29	2046-2047	...
30	2048-2049	...
31	2050-2051	...
32	2052-2053	...
33	2054-2055	...
34	2056-2057	...
35	2058-2059	...
36	2060-2061	...
37	2062-2063	...
38	2064-2065	...
39	2066-2067	...
40	2068-2069	...
41	2070-2071	...
42	2072-2073	...
43	2074-2075	...
44	2076-2077	...
45	2078-2079	...
46	2080-2081	...
47	2082-2083	...
48	2084-2085	...
49	2086-2087	...
50	2088-2089	...
51	2090-2091	...
52	2092-2093	...
53	2094-2095	...
54	2096-2097	...
55	2098-2099	...
56	2100-2101	...
57	2102-2103	...
58	2104-2105	...
59	2106-2107	...
60	2108-2109	...
61	2110-2111	...
62	2112-2113	...
63	2114-2115	...
64	2116-2117	...
65	2118-2119	...
66	2120-2121	...
67	2122-2123	...
68	2124-2125	...
69	2126-2127	...
70	2128-2129	...
71	2130-2131	...
72	2132-2133	...
73	2134-2135	...
74	2136-2137	...
75	2138-2139	...
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78	2144-2145	...
79	2146-2147	...
80	2148-2149	...
81	2150-2151	...
82	2152-2153	...
83	2154-2155	...
84	2156-2157	...
85	2158-2159	...
86	2160-2161	...
87	2162-2163	...
88	2164-2165	...
89	2166-2167	...
90	2168-2169	...
91	2170-2171	...
92	2172-2173	...
93	2174-2175	...
94	2176-2177	...
95	2178-2179	...
96	2180-2181	...
97	2182-2183	...
98	2184-2185	...
99	2186-2187	...
100	2188-2189	...
101	2190-2191	...
102	2192-2193	...
103	2194-2195	...
104	2196-2197	...
105	2198-2199	...
106	2200-2201	...
107	2202-2203	...
108	2204-2205	...
109	2206-2207	...
110	2208-2209	...
111	2210-2211	...
112	2212-2213	...
113	2	

N.G.R. INC.
P.O. BOX 132
WAYNE, NE 68787

DAVE EWING
(402) 375-3385

CORRECTED WARRANTY DEED:
BOOK 6315, PAGE 417

ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

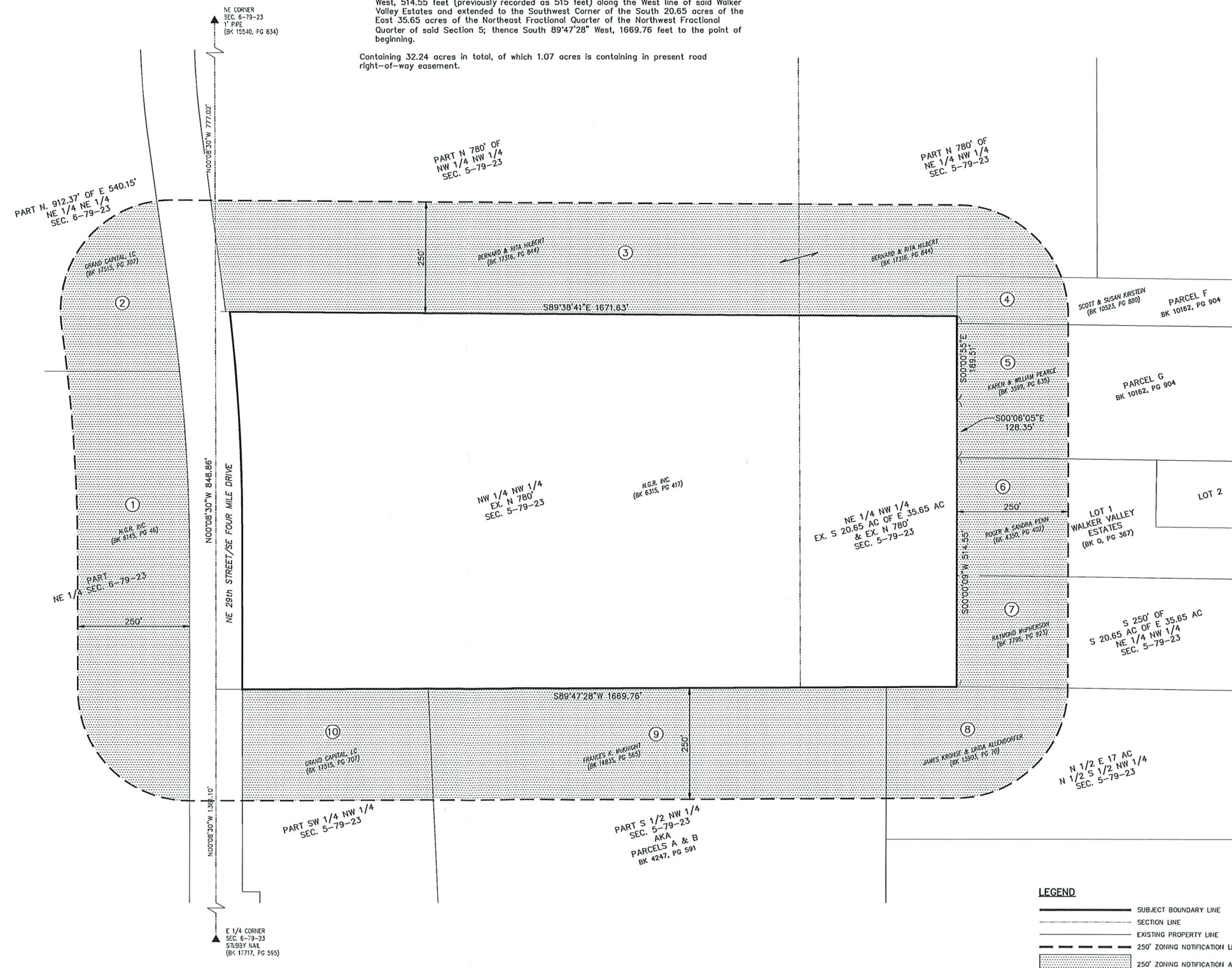
PROPOSED: M-1, LIGHT INDUSTRIAL

PROPERTY DESCRIPTION

Part of the Northwest Fractional Quarter of the Northwest Fractional Quarter and part of the Northeast Fractional Quarter of the Northwest Fractional Quarter of Section 5, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of Polk County, Iowa, being more particularly described by survey as follows:

Commencing at the West Quarter Corner of said Section 5; thence North 00°06'08" (08') minutes 30" seconds West, 1361.10 feet (previously recorded as North, 1361.1 feet) along the West line of the Northwest Fractional Quarter of said Section 5 to the Point of Beginning; thence continuing North 00°08'30" West, 848.86 feet; thence South 89°39'41" East, 1671.63 feet to the West line of the South 20.65 acres of the East 35.65 acres of the Northeast Fractional Quarter of the Northwest Fractional Quarter of said Section 5 also being the West line of Parcel F of that Plot of Survey filed in Book 10162 at Page 904 in the Office of the Recorder for Polk County, Iowa; thence South 00°00'55" East (previously recorded as North 00°04'19" West), 189.51 feet along the West lines of said Parcel F and Parcel G of that Plot of Survey filed in Book 10162 at Page 904 in the Office of the Recorder for Polk County, Iowa; thence South 00°06'05" East, 128.35 feet (previously recorded as North 00°05'57" West, 128.39 feet) along the West line of said Parcel G to the Northwest Corner of Lot 1 in Walker Valley Estates, an Official Plot in Polk County, Iowa; thence South 00°00'09" West, 514.55 feet (previously recorded as 515 feet) along the West line of said Walker Valley Estates to the Northwest Corner of the South 20.65 acres of the East 35.65 acres of the Northeast Fractional Quarter of the Northwest Fractional Quarter of said Section 5; thence South 89°47'28" West, 1669.76 feet to the point of beginning.

Containing 32.24 acres in total, of which 1.07 acres is containing in present road right-of-way easement.



ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date January 18, 2023

Ayes 4 Nays 20 Abstain — Absent 1

APPROVED

APPROVED
G. Hunter Chairperson
Brenda Tuckman Secretary

Chairperson

Secretary

NGR EAST - REZONING

N.O.	REVISION	DATE	BY	FOR:	LOCATION:	SCALE: 1" = 120'	DESIGNED BY:	DRAWN BY:
						DWG: 22-052--REZONE	CHECKED BY:	DATE: 12/14/2022
						FIELD BOOK:	SHEET 1 OF 1	FILE NO.: 22-052

ERG
Engineering Resource Group, Inc.
Engineers and Surveyors
2413 GRAND AVENUE
DES MOINES, IOWA 50312



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

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

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2133.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 62
 Ordinance Chpt 62

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO GENERAL TRAFFIC REGULATIONS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Section 62.02 VEHICLES ON SIDEWALKS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.02 VEHICLES ON SIDEWALKS. The driver of a vehicle shall not drive upon or within any sidewalk area except at a driveway or unless specifically defined or allowed otherwise in another portion of this Code of Ordinances.

SECTION 2. SECTION MODIFIED: That Section 62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED. No person shall operate a motorcycle, electric motorcycle, motor bicycle, or any device powered by an internal combustion engine designed to transport a person within any City park or upon any City sidewalks or upon any City-owned lands, except upon streets or alleys where such operation is specifically permitted by State Code. This section does not apply to motor-driven cycles or power-driven cycles operated by City employees in the performance of their duties. This section does not apply to motor-driven wheelchairs and battery-operated toys used by children 8 years of age or less when operated on City sidewalks or in City parks.

SECTION 3. SECTION MODIFIED: That Section 62.04 CLINGING TO VEHICLE of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.04 CLINGING TO VEHICLE. No person shall drive a motor vehicle on the streets of the City unless all passengers are seated pursuant to State Code. No person riding upon any bicycle, electric scooter, coaster, roller skates, in-line skates, sled, personal transportation device, or toy vehicles shall attach the same or themselves to any vehicle upon a roadway.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO GENERAL TRAFFIC REGULATIONS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Section 62.02 VEHICLES ON SIDEWALKS of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.02 VEHICLES ON SIDEWALKS. The driver of a vehicle shall not drive upon or within any sidewalk area except at a driveway or unless specifically defined or allowed otherwise in another portion of this Code of Ordinances.

SECTION 2. SECTION MODIFIED: That Section 62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.03 OPERATION OF MOTOR-DRIVEN CYCLES RESTRICTED. No person shall operate a motorcycle, electric motorcycle, motor bicycle, or any device powered by an internal combustion engine designed to transport a person within any City park or upon any City sidewalks or upon any City-owned lands, except upon streets or alleys where such operation is specifically permitted by State Code. This section does not apply to motor-driven cycles or power-driven cycles operated by City employees in the performance of their duties. This section does not apply to motor-driven wheelchairs and battery-operated toys used by children 8 years of age or less when operated on City sidewalks or in City parks.

SECTION 3. SECTION MODIFIED: That Section 62.04 CLINGING TO VEHICLE of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

62.04 CLINGING TO VEHICLE. No person shall drive a motor vehicle on the streets of the City unless all passengers are seated pursuant to State Code. No person riding upon any bicycle, electric scooter, coaster, roller skates, in-line skates, sled, personal transportation device, or toy vehicles shall attach the same or themselves to any vehicle upon a roadway.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

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

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2134.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 76
 Ordinance Chpt 76

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 76 BICYCLE REGULATIONS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Chapter 76 **BICYCLE REGULATIONS** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 76 BICYCLE AND PERSONAL TRANSPORTATION DEVICES REGULATIONS

76.01 Purpose	76.07 Responsible Riding
76.02 Definitions	76.08 Place of Riding
76.03 Scope of Regulations	76.09 Parking
76.04 Traffic Code Applies	76.10 Equipment Requirements
76.05 Motor Vehicle Operations	76.11 Violations
76.06 Actions Against Bicycles and Personal Transportation Devices	

76.01 PURPOSE. The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters and personal transportation devices on the city's roadways, streets, sidewalks, and multi-use trails as enabled by *Code of Iowa*, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, electric scooters or personal transportation devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.
3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, electric scooters, personal transportation devices, and pedestrians.
4. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider

or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

5. “Low-speed electric bicycle” means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:
 - a. “Class 1 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - b. “Class 2 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - c. “Class 3 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1[36A])

6. “Multi-use trail” means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8’) in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians. No multi-use trail shall be considered as a street or highway.
7. “Other Power-Driven Mobility Device (OPDMD)” means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.
8. “Personal Transportation Device” means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter.
9. “Roadway” means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
10. “Street” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.
11. “Sidewalk” means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8’) in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.
12. “Residential district” means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.
13. “Business district” means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS. These regulations shall apply whenever a bicycle, electric scooter, or personal transportation device is operated upon any public street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.

1. Every person, including a peace officer, riding a bicycle, electric scooter, or personal transportation device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of *Code of Iowa*, Chapter 321.
3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.
4. Whenever such person dismounts from a bicycle, electric scooter, or personal transportation device, the person shall be subject to all regulations applicable to pedestrians.
5. A peace officer riding a police bicycle in the line of duty may do any of the following:
 - a. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
 - b. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, electric scooters, and personal transportation devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:
 - a. To prepare for a turn within a distance of 200 feet from the intersection.
2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle, electric scooter, or personal transportation device that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.
3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any

door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle, electric scooter, or personal transportation device, or a person mounted on a bicycle, electric scooter, or personal transportation device.
5. Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, including the adjacent shoulder.
2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, an electric scooter, personal transportation device, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or personal transportation device shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle, electric scooter, or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, personal transportation device, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a class 3 low-speed electric bicycle on a sidewalk. A person shall not operate a class 3 low-speed electric bicycle on a bicycle lane, bicycle path, or multi-use trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

(Code of Iowa, Sec. 321.235B[9.b.])

3. Control of bicycle, electric scooter, personal transportation device, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.
4. Improper riding. No person shall operate a bicycle, electric scooter, personal transportation device, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.
5. Right of way. Riders of electric scooters, low speed electric bicycles, and other electric personal transportation devices shall yield right of way to pedestrians, human-powered bicycles, and

other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.

6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

8. Hand Signals. Riders of bicycles, electric scooters, or personal transportation devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:
 - a. Left Turn – left hand and arm extended horizontally to the left
 - b. Right turn – left hand and arm extended upward to the left or right hand and arm extended horizontally to the right
 - c. Stopping or slowing – left hand and arm extended downward.
9. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.
10. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or personal transportation device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. Paved Multi-use Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on paved multi-use trails, subject to the limitations of this Chapter.
2. Roadways and Streets.
 - a. When riding on the roadway or street, riders of bicycles, electric scooters and personal transportation devices shall ride in the same location and manner as motorized vehicles unless, a multi-use trail, bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the aforementioned location and riders of electric scooters and personal transportation devices shall not use the roadway; except that the operator of an electric scooter or personal transportation device shall not be required to use or remain on the aforementioned locations:
 - i. When the trail, path, or lane is of insufficient width to permit safe bicycle, electric scooter, or personal transportation device operation; or

- ii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter or personal transportation operation on the trail, path, or lane.
 - b. Electric scooters and personal transportation devices shall not be ridden on roadways with a speed limit greater than twenty-five (25) miles per hour unless there is a bike lane present.
 - c. This section does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade or special event authorized by the city.
- 3. Public Sidewalks and Bicycle Paths.**
- a. Bicycles, electric scooters, and personal transportation devices may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, electric scooter, or personal transportation device. Careful and prudent manner shall be consistent with Section 76.07 Responsible Riding.
 - b. Electric scooters, low-speed electric bicycles, and personal transportation devices may be operated upon bicycle paths and multi-use trails that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path or multi-use trail.
 - c. Electric scooters and personal transportation devices may only operate on sidewalks less than eight feet (8') in width if the following applies:
 - i. When the roadway is of insufficient width to permit safe, electric scooter, or personal transportation device operation.
 - ii. Where no bicycle lane, bicycle path, or multi-use trail is available and where the speed limit on the roadway is greater than twenty-five (25) miles per hour.
 - iii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter, or personal transportation operation on the roadway.
 - iv. When it is necessary to enter or leave adjacent property.
 - d. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

76.09 PARKING.

- 1.** Parking locations for bicycles, electric scooters, or personal transportation devices shall retain access to:
 - a. an ADA-compliant pedestrian pathway
 - b. a fire hydrant
 - c. a US Postal Service mailbox
 - d. a crosswalk or curb ramp
 - e. loading zones
 - f. transit zones, including bus stops, shelters, or other passenger waiting areas

- g. accessible parking spaces
- h. street furniture or amenities that require pedestrian access
- i. entryways
- j. driveways.

76.10 EQUIPMENT REQUIREMENTS. Every person riding a bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS. Violations of any provision of this chapter shall be punished by a fine as established by section 4.01 of this Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO CHAPTER 76 BICYCLE REGULATIONS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Chapter 76 **BICYCLE REGULATIONS** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 76 BICYCLE AND PERSONAL TRANSPORTATION DEVICES REGULATIONS

76.01 Purpose	76.07 Responsible Riding
76.02 Definitions	76.08 Place of Riding
76.03 Scope of Regulations	76.09 Parking
76.04 Traffic Code Applies	76.10 Equipment Requirements
76.05 Motor Vehicle Operations	76.11 Violations
76.06 Actions Against Bicycles and Personal Transportation Devices	

76.01 PURPOSE. The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters and personal transportation devices on the city's roadways, streets, sidewalks, and multi-use trails as enabled by *Code of Iowa*, Section 321.235 and 321.236[10].

76.02 DEFINITIONS.

1. "Bicycle" means either of the following: (1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power. (2) A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1[40.c.])

2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, electric scooters or personal transportation devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.
3. "Bicycle path" means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8') in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, electric scooters, personal transportation devices, and pedestrians.
4. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider

or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.

5. “Low-speed electric bicycle” means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:
 - a. “Class 1 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - b. “Class 2 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - c. “Class 3 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1[36A])

6. “Multi-use trail” means a paved or unpaved surface, separate from the street, in the right-of-way at or greater than eight feet (8’) in width under the jurisdiction and control of the state or a local political subdivision thereof for use primarily by bicycles, low-speed electric bicycles, electric scooters, personal transportation devices, and pedestrians. No multi-use trail shall be considered as a street or highway.
7. “Other Power-Driven Mobility Device (OPDMD)” means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or a golf cart.
8. “Personal Transportation Device” means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle, low-speed electric bicycle, or electric scooter.
9. “Roadway” means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
10. “Street” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.
11. “Sidewalk” means a paved or unpaved surface, separate from the street, in the right-of-way less than eight feet (8’) in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.
12. “Residential district” means a territory not comprising a business district and which is occupied mainly by structures for residential dwellings.
13. “Business district” means a territory not comprising a residential neighborhood and which is occupied mainly by buildings in use for business purposes.

76.03 SCOPE OF REGULATIONS. These regulations shall apply whenever a bicycle, electric scooter, or personal transportation device is operated upon any public street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane and path, subject to those exceptions and regulations stated herein.

76.04 TRAFFIC CODE APPLIES.

1. Every person, including a peace officer, riding a bicycle, electric scooter, or personal transportation device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of *Code of Iowa*, Chapter 321.
3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.
4. Whenever such person dismounts from a bicycle, electric scooter, or personal transportation device, the person shall be subject to all regulations applicable to pedestrians.
5. A peace officer riding a police bicycle in the line of duty may do any of the following:
 - a. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
 - b. Exceed the maximum speed limits as long as the rider does not endanger life or property.

(Code of Iowa, Sec. 321.231)

76.05 MOTOR VEHICLE OPERATIONS.

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, electric scooters, and personal transportation devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:
 - a. To prepare for a turn within a distance of 200 feet from the intersection.
2. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle, electric scooter, or personal transportation device that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.
3. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any

door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.

4. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a bicycle, electric scooter, or personal transportation device, or a person mounted on a bicycle, electric scooter, or personal transportation device.
- 5 Parking. Drivers of motor vehicles shall not park in bicycle lanes, bicycle paths, or multi-use trails.

76.06 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, including the adjacent shoulder.
2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a bicycle, an electric scooter, personal transportation device, or OPDMD on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

76.07 RESPONSIBLE RIDING.

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or personal transportation device shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle, electric scooter, or personal transportation device in a parade authorized by proper permit from local authorities.

(Code of Iowa, Sec. 321.234[3, 4, 5])

2. Speed. A person shall not operate a bicycle, electric scooter, personal transportation device, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a class 3 low-speed electric bicycle on a sidewalk. A person shall not operate a class 3 low-speed electric bicycle on a bicycle lane, bicycle path, or multi-use trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

(Code of Iowa, Sec. 321.235B[9.b.])

3. Control of bicycle, electric scooter, personal transportation device, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.
4. Improper riding. No person shall operate a bicycle, electric scooter, personal transportation device, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.
5. Right of way. Riders of electric scooters, low speed electric bicycles, and other electric personal transportation devices shall yield right of way to pedestrians, human-powered bicycles, and

other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.

6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

(Code of Iowa, Sec. 321.353)

7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

8. Hand Signals. Riders of bicycles, electric scooters, or personal transportation devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:

- a. Left Turn – left hand and arm extended horizontally to the left
- b. Right turn – left hand and arm extended upward to the left or right hand and arm extended horizontally to the right
- c. Stopping or slowing – left hand and arm extended downward.

9. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.

10. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or personal transportation device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise. This section shall not prohibit attaching a trailer to a bicycle that is designed to accommodate such a device.

76.08 PLACE OF RIDING.

1. Paved Multi-use Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on paved multi-use trails, subject to the limitations of this Chapter.
2. Roadways and Streets.
 - a. When riding on the roadway or street, riders of bicycles, electric scooters and personal transportation devices shall ride in the same location and manner as motorized vehicles unless, a multi-use trail, bicycle path or bicycle lane exists adjacent to a roadway or street in which case riders may ride in the aforementioned location and riders of electric scooters and personal transportation devices shall not use the roadway; except that the operator of an electric scooter or personal transportation device shall not be required to use or remain on the aforementioned locations:
 - i. When the trail, path, or lane is of insufficient width to permit safe bicycle, electric scooter, or personal transportation device operation; or

- ii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter or personal transportation operation on the trail, path, or lane.
 - b. Electric scooters and personal transportation devices shall not be ridden on roadways with a speed limit greater than twenty-five (25) miles per hour unless there is a bike lane present.
 - c. This section does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade or special event authorized by the city.
- 3. Public Sidewalks and Bicycle Paths.**
- a. Bicycles, electric scooters, and personal transportation devices may be operated upon the public sidewalks in residential districts only in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk, or upon sidewalks along the business districts, or in specified dismount zones where users shall walk their bicycle, electric scooter, or personal transportation device. Careful and prudent manner shall be consistent with Section 76.07 Responsible Riding.
 - b. Electric scooters, low-speed electric bicycles, and personal transportation devices may be operated upon bicycle paths and multi-use trails that are equal to or greater than eight feet (8') in width except where signs or pavement markings explicitly prohibit riding on the bicycle path or multi-use trail.
 - c. Electric scooters and personal transportation devices may only operate on sidewalks less than eight feet (8') in width if the following applies:
 - i. When the roadway is of insufficient width to permit safe, electric scooter, or personal transportation device operation.
 - ii. Where no bicycle lane, bicycle path, or multi-use trail is available and where the speed limit on the roadway is greater than twenty-five (25) miles per hour.
 - iii. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, electric scooter, or personal transportation operation on the roadway.
 - iv. When it is necessary to enter or leave adjacent property.
 - d. OPDMD's may be operated by persons with mobility disabilities on all sidewalks provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

76.09 PARKING.

- 1.** Parking locations for bicycles, electric scooters, or personal transportation devices shall retain access to:
 - a. an ADA-compliant pedestrian pathway
 - b. a fire hydrant
 - c. a US Postal Service mailbox
 - d. a crosswalk or curb ramp
 - e. loading zones
 - f. transit zones, including bus stops, shelters, or other passenger waiting areas

- g. accessible parking spaces
- h. street furniture or amenities that require pedestrian access
- i. entryways
- j. driveways.

76.10 EQUIPMENT REQUIREMENTS. Every person riding a bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset and sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Code of Iowa, Sec. 321.384 and Sec. 321.397)

2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
3. Brakes Required. Every device shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

(Code of Iowa, Sec. 321.236[10])

4. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.

(Code of Iowa, Sec. 321.434)

76.11 VIOLATIONS. Violations of any provision of this chapter shall be punished by a fine as established by section 4.01 of this Code.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

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

EXECUTIVE SUMMARY:
The ordinance under consideration amends the regulations pertaining to bicycles, and includes language relating to the regulations of low-speed electric bicycles, electric scooters, personal transportation devices, and other power-driven mobility device usage within the City.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
Staff recommendations were presented to the City Council at the October 17, 2022 and February 6, 2023 Council Action Planning sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2135.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chpt 82
 Ordinance Chpt 82

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MULTI-USE RECREATIONAL TRAILS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Section 82.02 PERMITTED USES of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

82.02 PERMITTED USES. Except as otherwise provided, the following uses are permitted on multi-use recreational trails:

1. Persons walking, jogging or running;
2. Persons utilizing or operating a non-motorized device, such as a bicycle, skateboard, inline skates or wheelchair;
3. Persons utilizing or operating a device as defined and allowed in Chapter 76 of the Code of Ordinances, such as a low-speed electric bicycle, electric scooter, or personal transportation device;
4. Persons with mobility disabilities using manually operated or power-driven wheelchairs and manually powered mobility aids for the purpose of locomotion;
5. Persons with mobility disabilities using an other power-driven mobility device for the purpose of locomotion, as provided in 28 CFR 35;
6. Official emergency vehicles and authorized maintenance vehicles as necessary to perform the duties of the operator.

SECTION 2. SECTION MODIFIED: That Section 82.03 USES NOT PERMITTED of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

82.03 USES NOT PERMITTED. Except as otherwise provided, the following uses are not permitted on multi-use recreational trails:

1. Motorized vehicles, except where the trail utilizes an existing road, street or highway or specifically defined or allowed otherwise in Chapter 76 of this Code of Ordinances;
2. Equestrian uses;
3. Skateboards are not permitted on the portions of trails that utilize an existing road, street or highway.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO MULTI-USE RECREATIONAL TRAILS

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Section 82.02 PERMITTED USES of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

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2. Persons utilizing or operating a non-motorized device, such as a bicycle, skateboard, inline skates or wheelchair;
3. Persons utilizing or operating a device as defined and allowed in Chapter 76 of the Code of Ordinances, such as a low-speed electric bicycle, electric scooter, or personal transportation device;
4. Persons with mobility disabilities using manually operated or power-driven wheelchairs and manually powered mobility aids for the purpose of locomotion;
5. Persons with mobility disabilities using an other power-driven mobility device for the purpose of locomotion, as provided in 28 CFR 35;
6. Official emergency vehicles and authorized maintenance vehicles as necessary to perform the duties of the operator.

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1. Motorized vehicles, except where the trail utilizes an existing road, street or highway or specifically defined or allowed otherwise in Chapter 76 of this Code of Ordinances;
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SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____,
20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Information Services

COUNCIL GOAL:

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Environmental Review for SRF Loan Projects (PH 2023-13)

EXECUTIVE SUMMARY:

The Municipal Utilities Department has a project being designed (NW Water Tower Project) that will be utilizing the State Revolving Fund (SRF) to provide a lower rate of interest. As part of the SRF process, an environmental review will be included that requires this public hearing to allow residents to bring their concerns to our attention. This notice was published in the Des Moines Register on January 5, 2023. The Iowa Department of Natural Resources (IDNR) provided us the Environmental Information Document (EID) for use at the hearing. It summarizes all of their findings to date. We will need to have the Mayor execute the document after the hearing and it will need to be returned to the IDNR. The consultant has provided the Intended Use Plan (IUP) Application as well as the Environmental Review Checklist and pictures. Staff has added the project location map.

The purpose of this project is to provide additional water storage and more reliable water pressure and flow to the northwest quadrant of the City of Ankeny. This NW Water Tower will be sourced with water from the NW Booster Station.

This project is still being designed, but the intention is to have it out for bid in the Spring of 2023, with construction to follow in the summer of 2023 that will likely continue into 2024.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023 and 2024.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the Environmental Information Document and other provided information to allow for public comment.
2. Approve Resolution, adopting said documents for the SRF Loan Application and Environmental Review process.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: The City Council approved a Resolution ordering this public hearing date as February 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION accepting the environmental information document for SRF loan application with the Iowa Department of Natural Resources.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Location Map
 Environmental Information Document
 Environmental Checklist
 IUP Application

RESOLUTION

RESOLUTION ACCEPTING THE ENVIRONMENTAL INFORMATION DOCUMENT FOR SRF LOAN APPLICATION WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES

WHEREAS, on the 31st day of August, 2022, the City of Ankeny applied for a loan through the State Revolving Fund (SRF) with the Iowa Department of Natural Resources for the construction of certain public improvements generally described as construction of the NW Water Tower Project; and

WHEREAS, the City needed to hold a Public Hearing allowing residents to voice any concerns related to the project; and

WHEREAS, a Public Hearing was conducted on February 20, 2023; and

WHEREAS, all public comments and concerns were documented.

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

That the City of Ankeny approve the Environmental Information Document and have the Mayor sign it so it can be returned to the Iowa Department of Natural Resources.

PASSED AND APPROVED on this 20th day of February, 2023.

Mayor

ATTEST:

City Clerk



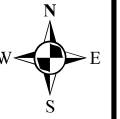
NW Irvinedale Dr

NW 36th St

Project Location

DEPARTMENT OF
PUBLIC WORKS
DIVISION OF
ENGINEERING

1 in = 200 ft
Date: 10/4/2021



NW Water Tower 2023



Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Ankeny
County: Polk
State: Iowa

SRF Number: FS-77-23-DWSRF-030
Iowa DNR Project Number: W2019-0654

COMMUNITY DESCRIPTION

Location: The City of Ankeny is located in Polk County, Iowa approximately 8 miles north of Des Moines, Iowa and 20 miles south of Ames, Iowa.

Population: The population of Ankeny according to the 2020 US Census was 67,887. The design population equivalent for the year 2035 is 92,925.

Current Supply, Distribution, and Storage System: The existing water distribution system consists of approximately 281 miles of public water mains ranging from 4 to 24 inches in diameter. There are two elevated storage tanks and two ground storage tanks owned and maintained by Ankeny in the distribution system that provide water storage needs. Ankeny owns, maintains and operates two ASR wells that together can feed up to 4.15 MGD to the system. Ankeny owns, maintains and operates two pump stations in the system, Delaware Pump Station and Magazine Pump Station, which both pump to the East pressure zone HGL. There are approximately 3,110 fire hydrants and 3,878 isolation valves located in the distribution system.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the drinking water distribution system to enhance their reliability, increase capacity, and to replace obsolete system to safely and reliably operate the City of Ankeny's drinking water distribution system for the next 20 years.

Proposed Improvements: The proposed project consists of a 2.5 million gallon elevated water storage tank and related improvements on a City-owned site near the

intersection of NW Irvinedale Drive and NW 36th Street in the City of Ankeny. This will include: the elevated tank, water main and appurtenances connecting to the distribution system on the site, site grading, access driveway from Irvinedale Drive into the site, storm water drainage and detention, fencing, electrical, controls, and bulk water sales station. The site will be configured and graded for the future addition of a City Public Works salt storage and brine makeup building on the site. The project will also include a sanitary sewer extension across the site and an 8' wide concrete trail/sidewalk along the west side of the site extending to the intersection of NW Irvinedale Dr and 36th St.

ALTERNATIVES CONSIDERED

Alternatives Considered: Alternatives considered by the City include No-Action, and three types of storage reservoirs: ground level, buried below-grade, and elevated. This project is part of the City's long-term plan to provide water system upgrades and combine pressure zones where needed.

Reasons for Selection of Proposed Alternative: The No-Action alternative is not viable due to the need to provide storage capacity in the Northwest pressure zone. The type of tower to be constructed was selected based on guidelines set forth by Insurance Service Office, Ten State Standards for Drinking Water, and Iowa DNR Design Standards to meet the needs of the City. The project site was selected for the availability of land, proximity to existing water mains and other utilities, engineering criteria, and separation distances as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups:

The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Flood Plain Management Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council

Osage Tribal Council
Otoe-Missouria Tribe
Pawnee Nation of Oklahoma
Peoria Tribe of Indians of Oklahoma
Ponca Tribe of Indians of Oklahoma
Ponca Tribe of Nebraska
Prairie Band Potawatomi Nation
Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of

visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact wetlands. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Ankeny in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of

1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be maintained water quality for the citizens of Ankeny. A catastrophic loss of water supply could result in City-wide health impacts due to a lack of sanitation and the use of other water sources that may not meet Federal drinking water standards.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.
- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Ankeny

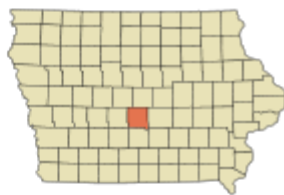
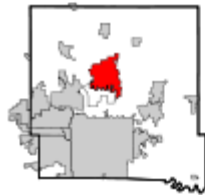
Date

Printed Name of the Mayor, City of Ankeny

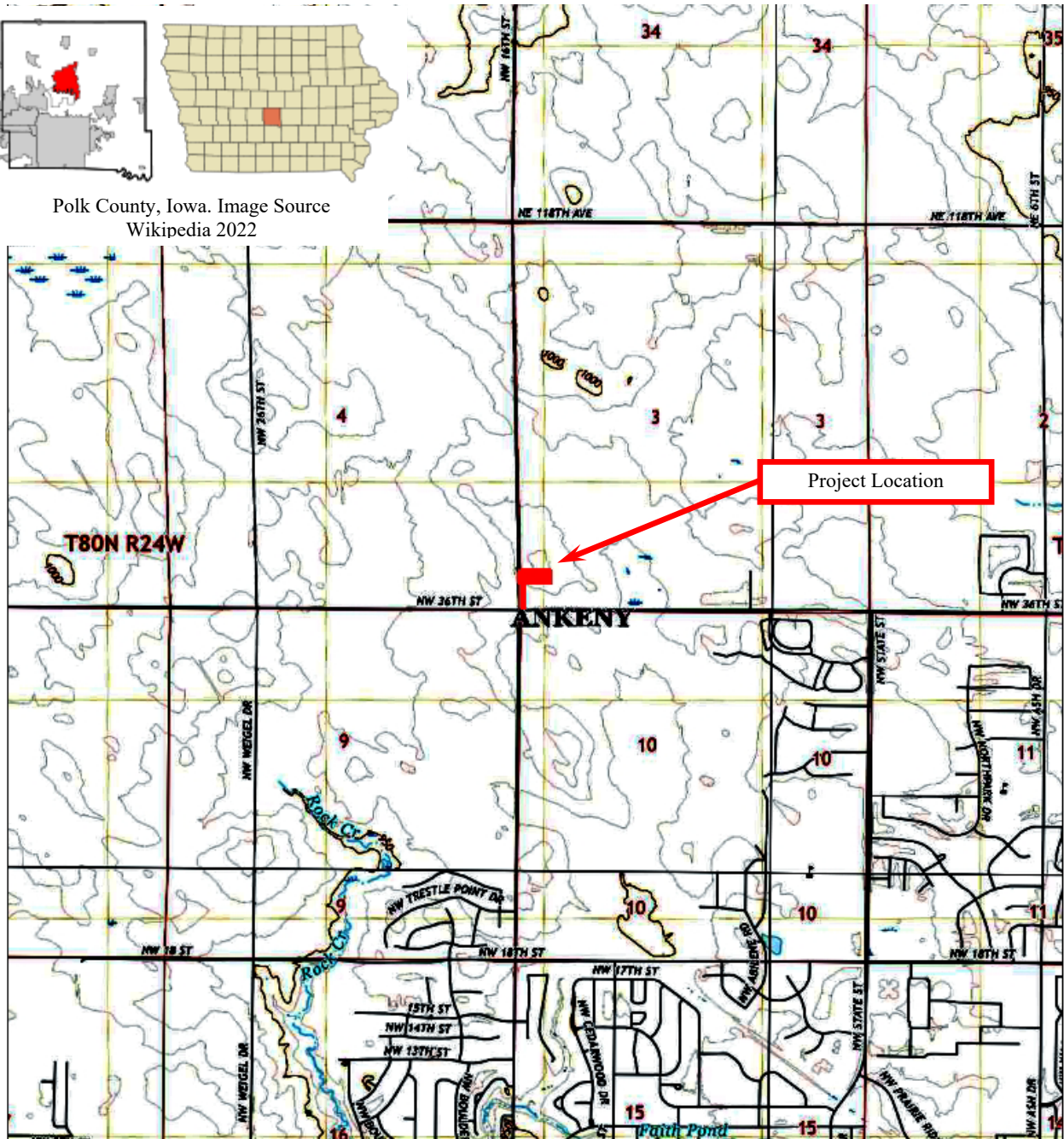
USGS 7.5 Minute Quadrangle: Polk City
Sections: 03, 04, Township: 80 N, Range: 24 W
Date: 1972
Scale: 1 Inch = 2,000 Feet



North



Polk County, Iowa. Image Source
Wikipedia 2022



USGS Topographic Map

NW Irvinedale Elevated Storage Tank
Ankeny, IA

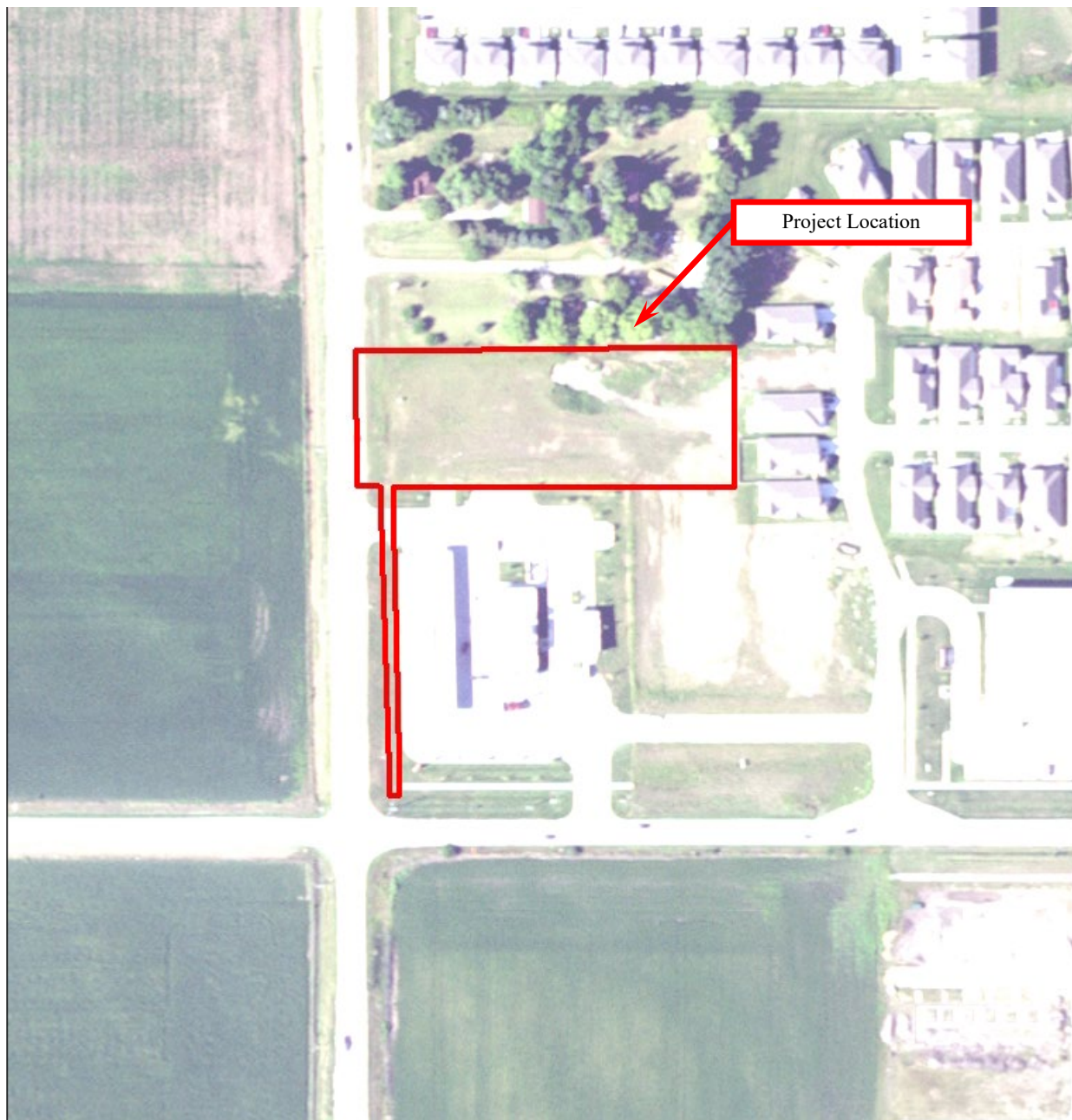


State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

Location information provided by HDR, Inc.



North



Aerial Photograph

NW Irvinedale Elevated Storage Tank
Ankeny, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

SRF Environmental Review Checklist



The following checklist outlines the information needed to start the SRF Environmental Review (ER) Services. Please provide the following to: srf-iup@dnr.iowa.gov

*Environmental Review Services will not be initiated until after all items marked **REQUIRED** are received.

Applicant Name: _____

✓ Other federal funding sources that will be used for the proposed project. (Check ALL that apply) 

☐ No other federal funding sources are planned.

☐ CDBG

- What amount was requested? \$ _____
- Has the funding amount been awarded? ☐ Yes ☐ No
- Who is preparing the environmental review documents for this funding source? Please provide contact information. _____

☐ USDA-RD

- What amount was requested? \$ _____
- Has the funding amount been awarded? ☐ Yes ☐ No
- Who is preparing the environmental review documents for this funding source? Please provide contact information. _____

☐ Other: Please specify program _____

- What amount was requested? \$ _____
- Has the funding amount been awarded? ☐ Yes ☐ No
- Who is preparing the environmental review documents for this funding source? Please provide contact information. _____

✓ The anticipated construction start date for the proposed project. (Check ALL that apply) 

☐ The anticipated construction start date on the current IUP application is correct.

☐ The anticipated construction start date has changed from the date listed in the IUP application.

- What is the new anticipated construction start date for the project? _____

☐ The proposed project schedule is dependent on other funding source(s).

- Will the construction start date be delayed if other funding is not awarded? ☐ Yes ☐ No

☐ The proposed project schedule is dependent on an existing compliance schedule.

- What is the construction start date listed in the compliance schedule? _____

✓ A description of the current project scope including: what is proposed to be constructed, specific construction methods that will be used, estimated dimensions (length, width, depth) of excavated areas and the proposed construction schedule if construction will be phased (**REQUIRED**). 

- ✓ Indicate if any of the following ancillary impacts will result from the proposed project. (Check ALL that apply) 
- ☐ Abandonment or demolition (partial or entire) of existing building/structures
 - ☐ Borrow pits
 - ☐ Staging areas for equipment and materials
 - ☐ Temporary and/or permanent easement areas
 - ☐ Pavement replacement (street, driveway, sidewalk)
 - ☐ New access for roads/utility lines
- ✓ A recent aerial map with the marked boundaries of the project area. The map should also include labeled location(s) of all proposed construction boundaries (include any ancillary impacts listed above as applicable). If a specific area has yet to be defined, please mark a larger area that will include the final project area. 
- ☐ An aerial map of the project area map is included **(REQUIRED)**:
- What is the approximate size of the total project area? _____ acres
 - How much of the total project area will be impacted by ground-disturbing (excavation, grading, tree removal, etc.) construction activity? _____ acres
- ☐ A site sketch of the project area map is included with the following **(REQUIRED)**:
- All locations of ground disturbance and staging areas marked
 - North arrow
 - A minimum of one labeled street
- ☐ Shape files have been provided
- ✓ Photos with a descriptive caption (include location & direction) of the project area showing current land use and habitat. 
- ☐ Photos with captions are included (digital files are preferred).
- ✓ Indicate which of the following impacts are anticipated as a result of the proposed project. (Check ALL that apply) 
- ☐ Demolition, abandonment or rehabilitation of any building/structure over 50 years old. Picture(s) showing the interior and exterior façade of the building/structure should be provided. Provide the following information for each building/structure over 50 years old that will be impacted. 
- What year was the building/structure originally constructed? If the exact year is unknown, provide an estimate **(REQUIRED)**. _____
 - What material(s) is the building/structure made of? _____
 - Have any additions or substantial alterations to the building/structure occurred? If so, describe what was done and when. _____
- ☐ Brick sewers or street surfaces will be disturbed by construction activity. 
- Has a historic context (including Iowa Site Inventory Forms) been prepared for the brick sewers/street surfaces? ☐ Yes ☐ No
 - Describe any planned steps to minimize adverse effect to the brick sewers/streets.
- ☐ Existing prairie will be disturbed by construction activity. 
- How much prairie will be disturbed? _____ acres
 - Has a floral study been conducted of the prairie area? ☐ Yes ☐ No
 - Describe any planned steps to minimize adverse effect to the prairie.

☐ Trees (greater than 4" diameter breast height) will be removed. 

- Will tree removal occur between October 1 and March 31 to avoid impacting federally threatened or endangered bat species during the summer maternity period? ☐ Yes ☐ No

☐ Wetlands will be disturbed by construction activity. 

- How much of the wetland area will be permanently impacted? _____ acres
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

**In the interest of keeping your project on schedule, SRF recommends submitting the Joint Application prior to or immediately following the submission of this document.

☐ Planned stream/creek crossings. 

- What is the name of the stream/creek crossing? _____
- What construction method(s) are planned for the crossing? _____
- Will excavation activity take place to the bed, bank of the stream/creek? ☐ Yes ☐ No
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

☐ Planned work within a mapped 100-year flood plain. 

- What construction activity is planned within the flood plain? _____
- If ground disturbance will occur, will pre-construction contours be restored after construction activity is completed? ☐ Yes ☐ No
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

☐ Planned work within state or federal owned and/or managed land. 

- What construction activity is planned within state/federal land? _____
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

☐ Farmland will be permanently converted to non-agricultural uses. 

- What is the total size of the farm unit(s) that contains the project area? _____ acres
- How much of the project area has been farmed (managed for a scheduled harvest or timber activity) more than 5 of the last 10 years? _____ acres
- How much of the project area will be permanently converted from agricultural use as a result of the proposed project? _____ acres

✓ Landowner permission is required for archaeological survey on private property, if needed. *Please note that archaeological survey will not begin until this permission is obtained. **City of Ankeny is the Landowner.**

☐ Yes, landowner permission has been obtained (documentation is provided). 

- Does the landowner(s) have any specific requests or requirements for archeological work to be conducted (for example, before/after harvest)? _____ acres

☐ No, landowner permission has not been obtained at this time.

- When is landowner permission anticipated to be obtained? _____

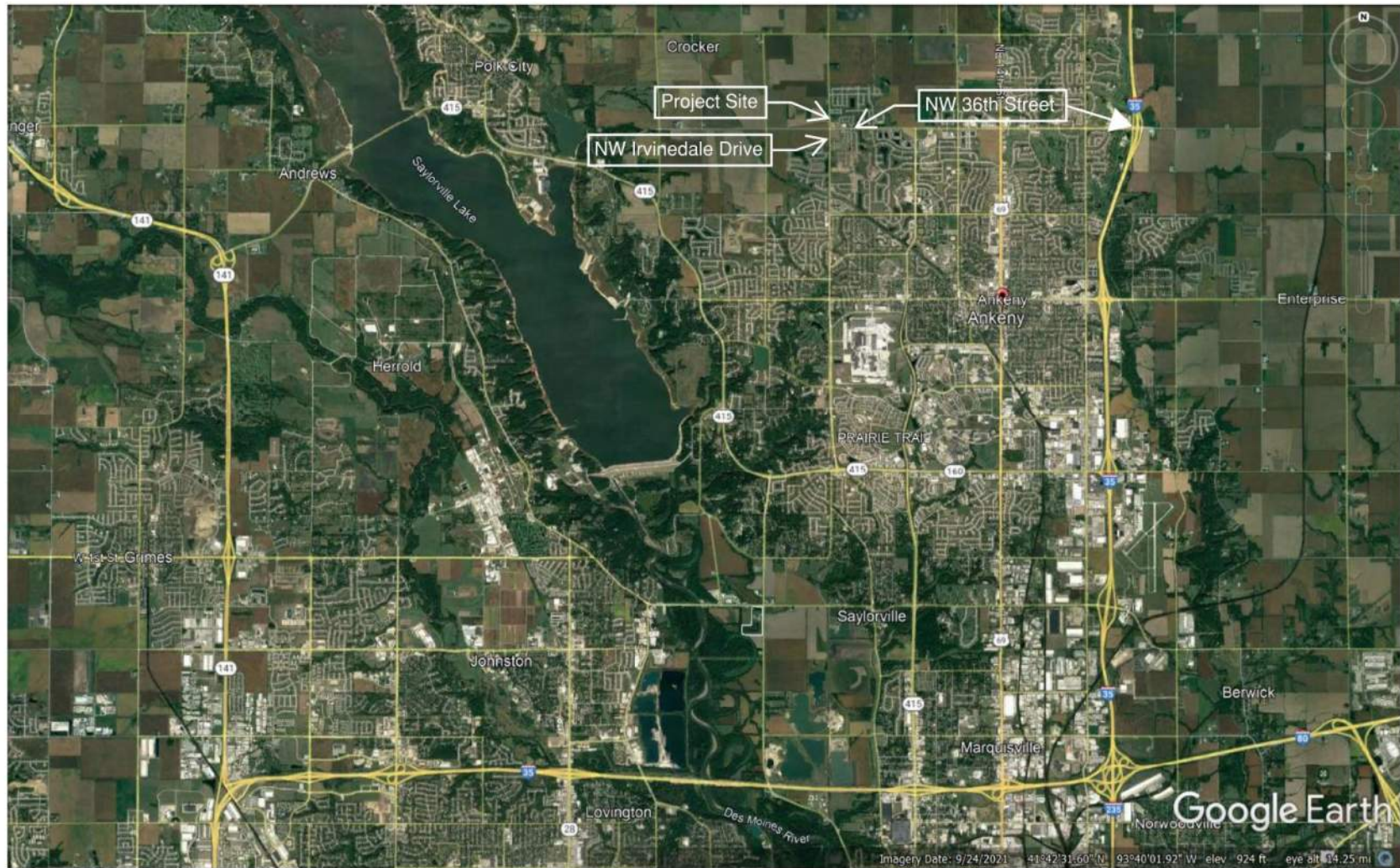
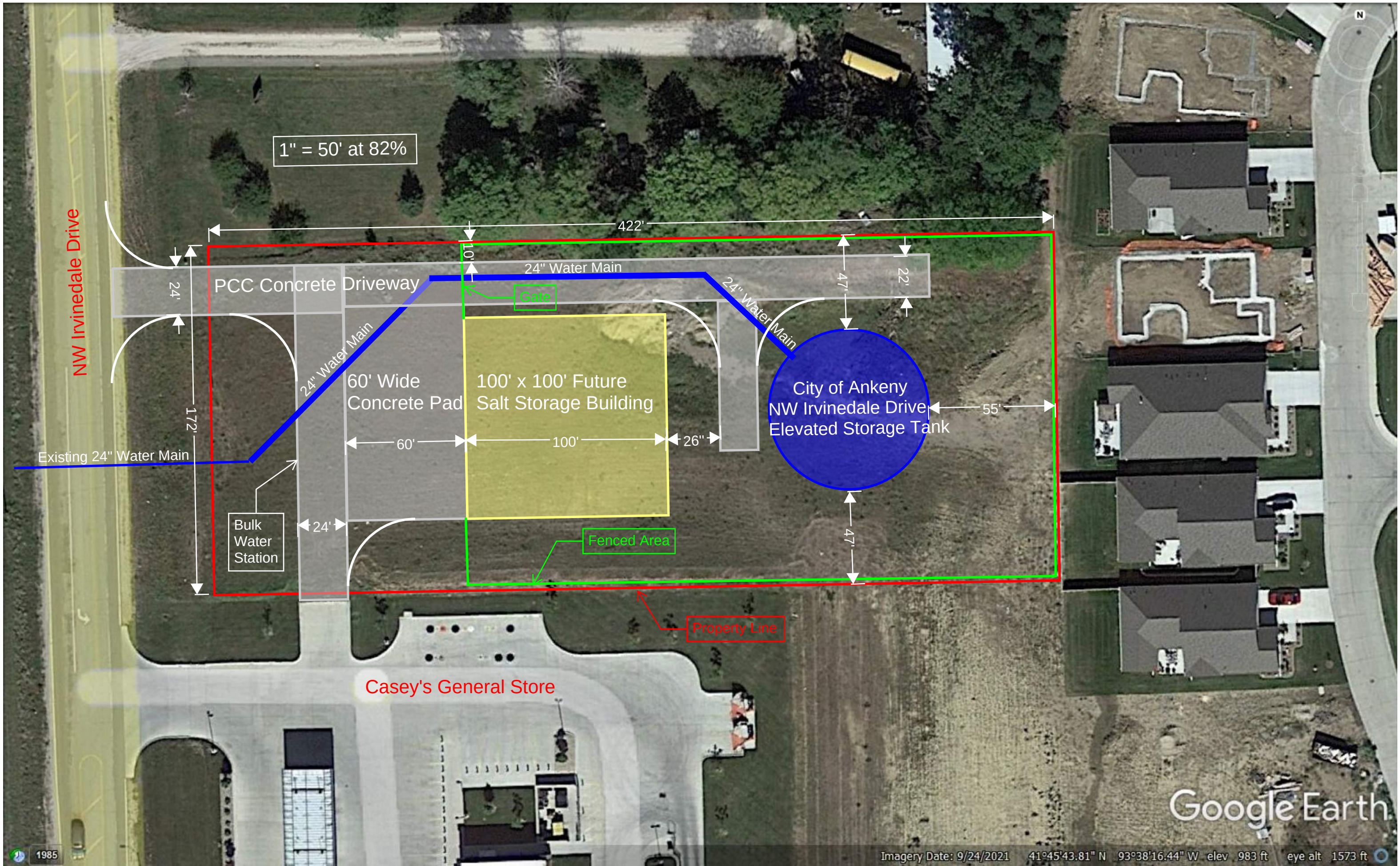


Figure 1 – Project Site Location Map



**DRINKING WATER STATE REVOLVING FUND
INTENDED USE PLAN (IUP) APPLICATION FORM**



This form may be used to apply for inclusion on the project priority list of the Drinking Water SRF IUP at the time the Preliminary Engineering Report is submitted. IUPs are developed on an annual basis with quarterly updates as needed. **This form is not an application for a loan.** SRF loan application materials may be obtained at www.iowasrf.com. The loan application should not be completed until after bids have been received.

Instructions:

Complete the requested information in the following sections to the best of your ability. Please print or type the information on the form. If a particular item does not apply to your system, enter n/a for "not applicable." Attach supporting documentation as needed. Keep a copy of the completed application for your records, submit a copy to your engineer, and submit the signed form to the following e-mail address: srf-iup@dnr.iowa.gov

For more information about the Drinking Water SRF IUP Application, contact Theresa Enright at 515-725-0498 or Theresa.enright@dnr.iowa.gov

Section 1: Applicant Information

Applicant Name: _____

Applicant Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative: _____

Telephone Number: _____ E-mail: _____

Signature: _____ Title: _____

*DUNS Number: _____

Consulting Engineer: _____

Firm: _____

Telephone Number: _____ E-mail: _____

Population Served: _____ Community: _____ Service Area: _____

Number of Service Connections: _____

***Please note:** The Dun and Bradstreet Number (DUNS) was collected as part of EPA 4700-4 form. That form is no longer required for SRF applicants. If the Owner does not have a DUNS number, request one at <http://fedgov.dnb.com/webform>. While loan recipients do not have to fill out the form, it is important to note that they are still required to comply with Title VI of the Civil Rights Act of 1964. Title VI provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

FOR SRF USE ONLY

PWSID Number: _____

Date Received: _____

DWSRF Number: _____

County: _____

Profit Status of the System (for Nontransient Noncommunity systems only):
Check one:
☐ Not for profit system
☐ Profit System

Percentage of Population meeting LMI criteria: _____ %

Method of determining percentage LMI
Check one:
☐ 2006-2010 American Community Survey Data
☐ Income survey (if checked, list party that conducted survey)

Please note: Extended term financing (up to 30 years) is now available to all projects based on the weighted average useful life of the project components. It is no longer only available to disadvantaged communities.

See Exhibit 8 - DWSRF Extended Term Worksheet

Are you interested in an extended loan term?

☐ Yes

☐ No

Anticipated final plans and specifications submittal date: _____

Anticipated construction start date: _____

Section 2: Brief Project Summary (Attach additional pages if necessary.)

Describe the reasons for the proposed project: (i.e. specific water quality problem or system improvement)

Describe the proposed project: (i.e., specific solution to the water quality problem, or proposed system improvement)

Which other funding programs are you considering to assist in completion of this project? (Check all that apply)

☐ Community Development Block Grant (CDBG)

☐ Rural Development Grant and/or Loan

☐ Clean Water State Revolving Fund (for water system waste treatment projects)

☐ Reserve Funds

☐ Other: _____

Does your project involve a consolidation of two or more water systems? (Check one)

☐ Yes

☐ No

If Yes, list systems and populations served: _____

Section 3: Project Cost

Cost Category	Estimated Total Cost in \$
Legal Expenses	
Land and Easements	+
Engineering Planning Fees	+
Engineering Design Fees	+
Engineering Construction Fees	+
Construction	+
Equipment	+
Other:	+
Other:	+
PROJECT SUBTOTAL	=
Contingencies	+
Planning and design loan proceeds, if rolling into construction loan	+
Less Any Funds Requested from Other Sources	-
LOAN SUBTOTAL	=
Loan Initiation Fee (Loan Subtotal x .005)	+
TOTAL IUP REQUEST (Round to the nearest \$1,000)	=

*Supporting materials may be requested to document funding requests and system needs.

Section 4: Consultants*

Bond Counsel Firm: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ E-mail: _____

Municipal Advisor Firm: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ E-mail: _____

*Please provide these contacts if known at the time of application. The requirement to engage a [Municipal \(Financial\) Advisor](#) is new to SRF for projects starting in fiscal year 2015.

Please include the following items with your application:

☐ Two official copies of the Preliminary Engineering Report, if not already submitted.

If already submitted, date submitted: _____

☐ Completed Viability Assessment Manual, available for download on our website at <http://www.iowadnr.gov/Environmental-Protection/Water-Quality/Water-Supply-Engineering/Viability-Capacity-Dev>

Please note: Complete applications must be postmarked by the deadline date listed at

http://www.iowasrf.com/program/drinking_water_loan_program/drinking_water_intended_use_plan_iup_information.cfm.

Section 5: Acquisition of Property by SRF Applicants

Note: Purchase of land may be eligible under the Drinking Water SRF. Please check with your project manager to confirm.

US ENVIRONMENTAL PROTECTION AGENCY
ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION
OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY
ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The _____ (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
 - a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
 - b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
 - c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
 - d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
 - e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.
2. For projects resulting in the acquisition of real property:
 - a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
 - b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
 - c. It will make every effort to acquire real property expeditiously through negotiation.
 - d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
 - e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
 - f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
 - g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
 - h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

(Legal Name of Applicant)

By

(Signature of Authorized Representative)

(Date)



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2023 PCC Street Patching Program (PH 2023-14)

EXECUTIVE SUMMARY:

The 2023 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at four (4) separate locations, generally located on:

- Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9” patches),
- Site 2 – NW State Street between West First Street and NW 9th Street (9” patches),
- Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8” pavement), and
- Site 4 – NE 16th Street and NE Innsbruck Court intersection (7” pavement).

The construction improvements include approximately 2,175 SY of 9” thick PCC Class C-SUD full depth patches, 2,125 SY of 8” thick PCC Class C-SUD street pavement, and 1,350 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, temporary lane separator system, maintenance of postal service and solid waste collection, temporary surface restoration, mobilization, and miscellaneous associated work

necessary to complete the project.

The bid opening for this project was held on Tuesday, February 14, 2023. Six (6) bids were received as follows:

1. TK Concrete, Inc. \$840,250.00
2. All Star Concrete, LLC \$865,828.00
3. Shekar Engineering, PLC \$954,422.02
4. The Concrete Contracting Co., Inc. \$999,621.00
5. Hawkeye Paving Corp. \$1,037,842.00
6. Iowa Civil Contracting, Inc. \$1,085,576.84

The Engineer's Estimate for the project was \$896,860.00. The bids were approximately 6% below to 21% above the estimate. TK Concrete, Inc. has previously completed patching projects for the City of Ankeny. It is recommended that the project be awarded to TK Concrete, Inc. of Pella, Iowa.

Pending project approval and award by the City Council, the Contractor shall fully complete the entire project as follows:

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, except that work on Site 3 and Site 4 shall begin no earlier than June 5, 2023 and no later than July 5, 2023.

The Contractor shall substantially complete each of the four (4) separate Sites within a specified number of working days for each Site as noted below:

- Site 1 – thirty (30) Working Days,
- Site 2 – thirty (30) Working Days,
- Site 3 – thirty (30) Working Days, and
- Site 4 – twenty (20) Working Days.

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, with the new street and sidewalk pavement fully open to traffic

The Contractor shall fully complete the overall project no later than September 15, 2023. Full completion for the overall project shall be defined as all work including permanent pavement markings, temporary surface restoration, and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: Yes

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost (\$896,860.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the 2023 PCC Street Patching Program project.
3. Receive and file the report of bids received on February 14, 2023.
4. Approve Resolution, making award of construction contract to TK Concrete, Inc. of Pella, Iowa.
5. Approve Resolution, approving contract and bonds with TK Concrete, Inc. in the amount of \$840,250.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$896,860.00; 2)
receive and file report of bids received February 14, 2023; 3) adopt
RESOLUTION making award of construction contract with TK
Concrete, Inc. in the amount of \$840,250.00; and 4) adopt
RESOLUTION approving contract and bonds with TK Concrete, Inc. in
the amount of \$840,250.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs

 Bid Sheet
 Bid Tab
 RES - making award
 RES - approving contract
 Map
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 PCC STREET PATCHING PROGRAM", 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 2023 PCC STREET PATCHING PROGRAM

WHEREAS, on the 17th day of January, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 PCC Street Patching Program; and

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

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

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

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

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
2/20/23

BID LETTING

10:30 A.M.

FEBRUARY 14, 2023

2023 PCC STREET PATCHING PROGRAM

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Street Patching Program in accordance with the Plans and Specifications prepared by City of Ankeny Public Works Department.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 896,860⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Hawkeye Paving Corporation PO Box 849 801 42nd St South Bettendorf, IA 52722	1,037,842 ⁰⁰	✓
2) ✓	Tawa Civil Contracting Inc 1106 3rd St Victor IA 52347	1,085,576 ⁸⁴	✓
3) ✓	The Concrete Co PO Box 556 Grimes, IA 50111	1,015,158 ⁰⁰	✓
4) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	865,828 ⁰⁰	✓
* 5) ✓	TK Concrete 1608 Fitch Rd Pella IA 50219	840,250 ⁰⁰	✓
6) ✓	Shekar Engineering PLC 2600 MLK Jr Pkwy #200 Des Moines IA 50310	954,422 ⁰²	✓

*Apparent Low Bidder

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

*Apparent Low Bidder

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

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

Bid Tabulation																								
2023 PCC Street Patching Program																								
East First Street / NW State Street / SE Glenbrooke Boulevard & SE 29th Street / NE 16th Street & NE Innsbruck Court																								
Bid Date: February 14, 2023																								
		Engineer's Estimate			TK Concrete, Inc.			All Star Concrete, LLC			Shekar Engineering, PLC			The Concrete Contracting Company, Inc.			Hawkeye Paving Corp.			Iowa Civil Contracting, Inc.				
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	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, Reuse Casting	EA	1	\$ 1,000.00	\$ 1,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 1,710.00	\$ 1,710.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,350.00	\$ 2,350.00
6.02	6010-E-1	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,052.00	\$ 2,052.00	1	\$ 4,500.00	\$ 4,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,300.00	\$ 3,300.00
6.03	6010-E-1	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 3,500.00	\$ 3,500.00	1	\$ 2,280.00	\$ 2,280.00	1	\$ 4,250.00	\$ 4,250.00	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,400.00	\$ 2,400.00
6.04	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	8	\$ 1,500.00	\$ 12,000.00	8	\$ 2,250.00	\$ 18,000.00	8	\$ 3,200.00	\$ 25,600.00	8	\$ 2,109.00	\$ 16,872.00	8	\$ 3,950.00	\$ 31,600.00	8	\$ 2,500.00	\$ 20,000.00	8	\$ 4,750.00	\$ 38,000.00
6.05	6010-F-2	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1	\$ 2,500.00	\$ 2,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 4,560.00	\$ 4,560.00	1	\$ 7,350.00	\$ 7,350.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 8,780.00	\$ 8,780.00
		STREETS AND RELATED WORK																						
7.01	7010-A	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341	\$ 90.00	\$ 120,690.00	1,341	\$ 76.00	\$ 101,916.00	1,341	\$ 72.00	\$ 96,552.00	1,341	\$ 96.90	\$ 129,942.90	1,341	\$ 92.00	\$ 123,372.00	1,341	\$ 100.00	\$ 134,100.00	1,341	\$ 126.00	\$ 168,966.00
7.02	7010-A	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129	\$ 100.00	\$ 212,900.00	2,129	\$ 90.00	\$ 191,610.00	2,129	\$ 90.00	\$ 191,610.00	2,129	\$ 102.60	\$ 218,435.40	2,129	\$ 104.00	\$ 221,416.00	2,129	\$ 118.00	\$ 251,222.00	2,129	\$ 132.02	\$ 281,070.58
7.03	7030-A-1	Removal of Sidewalk	SY	160	\$ 15.00	\$ 2,400.00	160	\$ 15.00	\$ 2,400.00	160	\$ 20.00	\$ 3,200.00	160	\$ 22.80	\$ 3,648.00	160	\$ 20.00	\$ 3,200.00	160	\$ 25.00	\$ 4,000.00	160	\$ 15.00	\$ 2,400.00
7.04	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	105	\$ 65.00	\$ 6,825.00	105	\$ 70.00	\$ 7,350.00	105	\$ 50.00	\$ 5,250.00	105	\$ 79.80	\$ 8,379.00	105	\$ 74.00	\$ 7,770.00	105	\$ 140.00	\$ 14,700.00	105	\$ 108.00	\$ 11,340.00
7.05	7030-E	Sidewalk, PCC, Class C, 6" Thick	SY	96	\$ 100.00	\$ 9,600.00	96	\$ 87.50	\$ 8,400.00	96	\$ 65.00	\$ 6,240.00	96	\$ 91.20	\$ 8,755.20	96	\$ 135.00	\$ 12,960.00	96	\$ 170.00	\$ 16,320.00	96	\$ 145.00	\$ 13,920.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	112	\$ 60.00	\$ 6,720.00	112	\$ 55.00	\$ 6,160.00	112	\$ 55.00	\$ 6,160.00	112	\$ 51.30	\$ 5,745.60	112	\$ 65.00	\$ 7,280.00	112	\$ 70.00	\$ 7,840.00	112	\$ 65.00	\$ 7,280.00
7.07	7040-A	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168	\$ 130.00	\$ 281,840.00	2,168	\$ 115.00	\$ 249,320.00	2,168	\$ 120.00	\$ 260,160.00	2,168	\$ 131.10	\$ 284,224.80	2,168	\$ 155.00	\$ 336,040.00	2,168	\$ 160.00	\$ 346,880.00	2,168	\$ 149.62	\$ 324,376.16
7.08	7040-B	Subbase Over-excavation, 6" Depth	SY	500	\$ 15.00	\$ 7,500.00	500	\$ 20.00	\$ 10,000.00	500	\$ 15.00	\$ 7,500.00	500	\$ 17.10	\$ 8,550.00	500	\$ 30.00	\$ 15,000.00	500	\$ 20.00	\$ 10,000.00	500	\$ 25.00	\$ 12,500.00
7.09	7040-H	Pavement Removal, PCC	SY	3,470	\$ 15.00	\$ 52,050.00	3,470	\$ 15.00	\$ 52,050.00	3,470	\$ 15.00	\$ 52,050.00	3,470	\$ 15.40	\$ 53,438.00	3,470	\$ 20.00	\$ 69,400.00	3,470	\$ 25.00	\$ 86,750.00	3,470	\$ 22.00	\$ 76,340.00
		TRAFFIC CONTROL																						
8.01	8020-B	Painted Pavement Markings, Waterborne	STA	10.3	\$ 250.00	\$ 2,575.00	10.3	\$ 750.00	\$ 7,725.00	10.3	\$ 600.00	\$ 6,180.00	10.3	\$ 1,026.00	\$ 10,567.80	10.3	\$ 550.00	\$ 5,665.00	10.3	\$ 600.00	\$ 6,180.00	10	\$ 660.00	\$ 6,798.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	3.8	\$ 500.00	\$ 1,900.00	3.8	\$ 1,200.00	\$ 4,560.00	3.8	\$ 950.00	\$ 3,610.00	3.8	\$ 1,482.00	\$ 5,631.60	3.8	\$ 600.00	\$ 2,280.00	3.8	\$ 950.00	\$ 3,610.00	4	\$ 1,045.00	\$ 3,971.00
8.03	8020-F	Wet, Retroreflective Removable Tape Markings	STA	1.6	\$ 750.00	\$ 1,200.00	1.6	\$ 375.00	\$ 600.00	1.6	\$ 250.00	\$ 400.00	1.6	\$ 855.00	\$ 1,368.00	1.6	\$ -	\$ -	1.6	\$ 250.00	\$ 400.00	2	\$ 275.00	\$ 440.00
8.04	8020-M	Grooves Cut for Pavement Markings	STA	3.8	\$ 500.00	\$ 1,900.00	3.8	\$ 1,225.00	\$ 4,655.00	3.8	\$ 975.00	\$ 3,705.00	3.8	\$ 1,710.00	\$ 6,498.00	3.8	\$ 750.00	\$ 2,850.00	3.8	\$ 1,000.00	\$ 3,800.00	4	\$ 1,072.50	\$ 4,075.50
8.05	8030-A	Temporary Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 45,000.00	\$ 45,000.00	1	\$ 39,900.00	\$ 39,900.00	1	\$ 51,300.00	\$ 51,300.00	1	\$ 35,000.00	\$ 35,000.00	1	\$ 50,000.00	\$ 50,000.00	1	\$ 45,000.00	\$ 45,000.00
8.06	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	20	\$ 250.00	\$ 5,000.00	20	\$ 175.00	\$ 3,500.00	20	\$ 228.00	\$ 4,560.00	20	\$ 500.00	\$ 10,000.00	20	\$ 100.00	\$ 2,000.00	20	\$ 192.50	\$ 3,850.00
8.07	8030-999-B	Temporary Lane Separator System (TLSS)	LF	1,384	\$ 15.00	\$ 20,760.00	1,384	\$ 18.50	\$ 25,604.00	1,384	\$ 16.50	\$ 22,836.00	1,384	\$ 25.08	\$ 34,710.72	1,384	\$ 7.00	\$ 9,688.00	1,384	\$ 10.00	\$ 13,840.00	1,384	\$ 18.15	\$ 25,119.60
		SITE WORK AND LANDSCAPING																						
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 7,000.00	\$ 1,400.00	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 14,820.00	\$ 2,964.00	0.2	\$ 15,000.00	\$ 3,000.00	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 22,000.00	\$ 4,400.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$ 10,000.00	\$ 2,000.00	0.2	\$ 50,000.00	\$ 10,000.00	0.2	\$ 25,000.00	\$ 5,000.00	0.2	\$ 17,100.00	\$ 3,420.00	0.2	\$ 20,000.00	\$ 4,000.00	0.2	\$ 5,000.00	\$ 1,000.00	0.2	\$ 22,000.00	\$ 4,400.00
		MISCELLANEOUS																						
11.01	11,020-A	Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 60,000.00	\$ 60,000.00	1	\$ 78,000.00	\$ 78,000.00	1	\$ 42,800.00	\$ 42,800.00	1	\$ 45,000.00	\$ 45,000.00	1	\$ 50,000.00	\$ 50,000.00	1	\$ 25,000.00	\$ 25,000.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 9,200.00	\$ 9,200.00	1	\$ 11,970.00	\$ 11,970.00	1	\$ 12,500.00	\$ 12,500.00	1	\$ 200.00	\$ 200.00	1	\$ 2,500.00	\$ 2,500.00
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 11,400.00	\$ 11,400.00	1	\$ 9,500.00	\$ 9,500.00	1	\$ 200.00	\$ 200.00	1	\$ 2,500.00	\$ 2,500.00
11.04	11,040-999-A	Temporary Pedestrian Ramp	EA	2	\$ 1,500.00	\$ 3,000.00	2	\$ 3,250.00	\$ 6,500.00	2	\$ 3,500.00	\$ 7,000.00	2	\$ 5,700.00	\$ 11,400.00	2	\$ 1,500.00	\$ 3,000.00	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00	\$ 2,000.00
11.05	11,050-A	Concrete Washout	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,175.00	\$ 3,175.00	1	\$ 7,239.00	\$ 7,239.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 500.00	\$ 500.00	1	\$ 2,500.00	\$ 2,500.00
TOTAL AMOUNT BID =				\$ 896,860.00			\$ 840,250.00			\$ 865,828.00			\$ 954,422.02			\$ 999,621.00			\$ 1,037,842.00			\$ 1,085,576.84		

The contractor acknowledged Addendum No. 1 on their Proposal. However, the Contractor failed to download the Addendum from QuestCDN.com, and failed to utilize the revised Contract Documents and the revised Proposal form when formulating their bid. Therefore, the bid is being deemed non-responsive and the Proposal is being rejected.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC STREET PATCHING PROGRAM", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC STREET PATCHING PROGRAM

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 2023 PCC Street Patching Program, described in the plans and specifications heretofore adopted by this Council on February 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **TK Concrete, Inc.** of **Pella, Iowa**

Amount of bid: **\$840,250.00**

Portion of project: All construction work

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

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

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC STREET PATCHING PROGRAM", 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 2023 PCC STREET PATCHING
PROGRAM**

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 2023 PCC Street Patching Program, 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: TK Concrete, Inc. of Pella, Iowa

Amount of bid: \$840,250.00

Bond surety: _____

Date of bond: _____

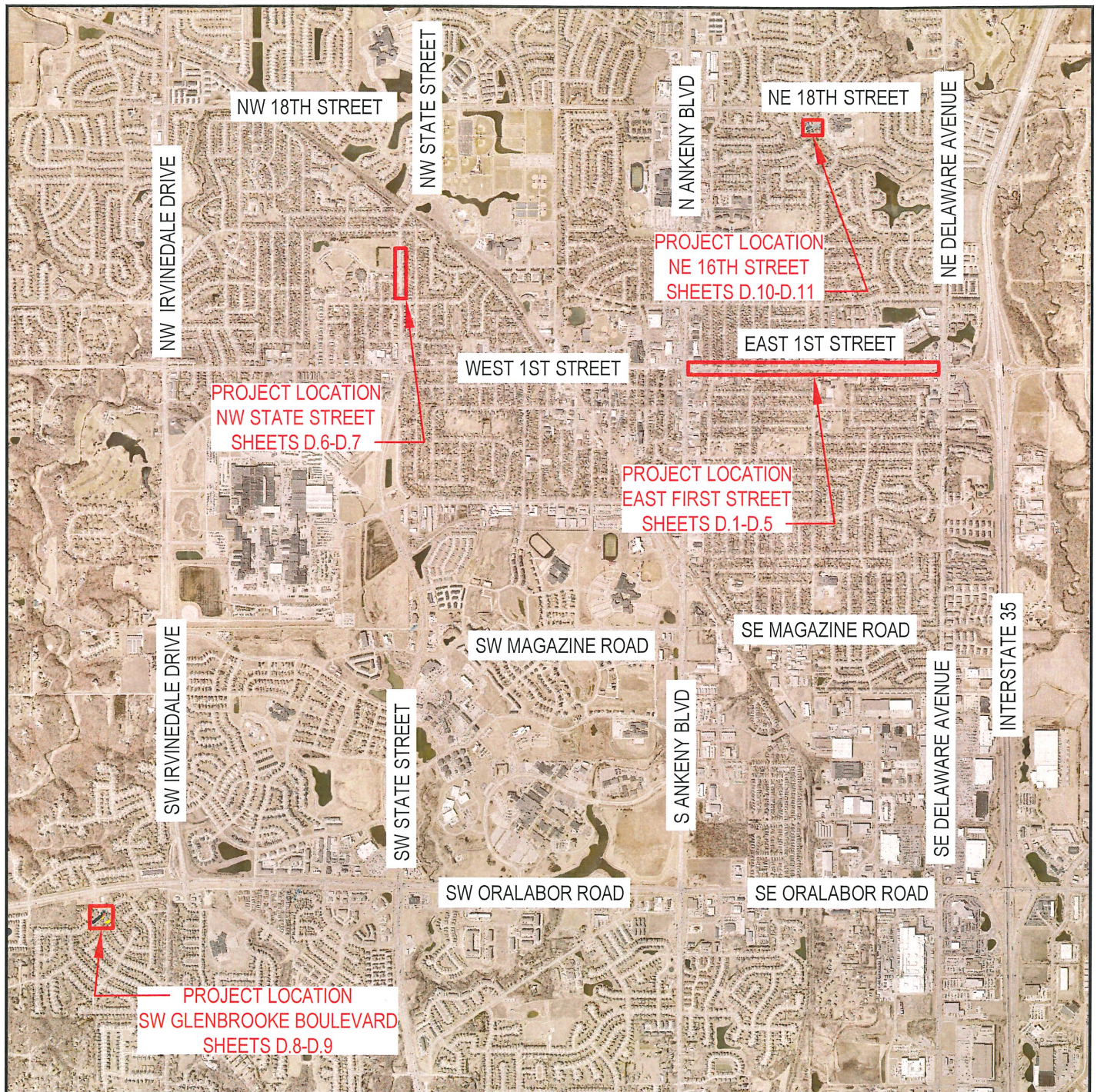
Portion of project: All construction work

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

Mayor

ATTEST:

City Clerk



VICINITY MAP
1 INCH = 3000 FEET

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and TK Concrete, 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:

2023 PCC STREET PATCHING PROGRAM

The 2023 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at four (4) separate locations, generally located on:

- Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9" patches),
- Site 2 – NW State Street between West First Street and NW 9th Street (9" patches),
- Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8" pavement), and
- Site 4 – NE 16th Street and NE Innsbruck Court intersection (7" pavement).

The construction improvements include approximately 2,175 SY of 9" thick PCC Class C-SUD full depth patches, 2,125 SY of 8" thick PCC Class C-SUD street pavement, and 1,350 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, temporary lane separator system, 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 Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Eight Hundred Forty Thousand, Two Hundred Fifty DOLLARS (\$840,250.00), 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 each of the four (4) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – thirty (30) Working Days,
Site 2 – thirty (30) Working Days,
Site 3 – thirty (30) Working Days, and
Site 4 – twenty (20) 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, with the new street and sidewalk pavement fully open to traffic. A six-day work week is not required. **However, working days will be charged on Saturdays and Sundays that the Contractor elects to work.** 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 no later than **September 15, 2023**. Full completion for the overall project shall be defined as all work including permanent pavement markings, temporary surface restoration, and 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).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

TK Concrete, Inc.

Contractor

By

Anthony Verkleer

Signature

President

Title

1608 Fifield Rd

Street Address

Pella, IA 50219

City, State, Zip Code

641 628 4540

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0923-36 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
Warren County)

On this 20th day of February, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anthony Vermeer and _____, to me known, who, being by me duly sworn, did say that they are the President, 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 Anthony Vermeer and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Blane Reutter
Notary Public in and for the State of Iowa
My commission expires 3/10, 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
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole Adjustment, Sanitary, Minor, Reuse Casting	EA	1	\$2,000.00	\$2,000.00
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1	\$2,500.00	\$2,500.00
6.03	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1	\$2,500.00	\$2,500.00
6.04	Intake Adjustment, Minor, Single Grate	EA	8	\$2,250.00	\$18,000.00
6.05	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1	\$5,000.00	\$5,000.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341	\$76.00	\$101,916.00
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129	\$90.00	\$191,610.00
7.03	Removal of Sidewalk	SY	160	\$15.00	\$2,400.00
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	105	\$70.00	\$7,350.00
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	96	\$87.50	\$8,400.00
7.06	Detectable Warnings, Galvanized Steel	SF	112	\$55.00	\$6,160.00
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168	\$115.00	\$249,320.00
7.08	Subbase Over-excavation, 6" Depth	SY	500	\$20.00	\$10,000.00
7.09	Pavement Removal, PCC	SY	3,470	\$15.00	\$52,050.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Waterborne	STA	10.3	\$750.00	\$7,725.00
8.02	Painted Pavement Markings, Durable	STA	3.8	\$1,200.00	\$4,560.00
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.6	\$375.00	\$600.00
8.04	Grooves Cut for Pavement Markings	STA	3.8	\$1,225.00	\$4,655.00
8.05	Temporary Traffic Control	LS	1	\$45,000.00	\$45,000.00
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$250.00	\$5,000.00
8.07	Temporary Lane Separator System (TLSS)	LF	1,384	\$18.50	\$25,604.00

	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.2	\$7,000.00	\$1,400.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.2	\$50,000.00	\$10,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$60,000.00	\$60,000.00
11.02	Maintenance of Postal Service	LS	1	\$2,500.00	\$2,500.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$2,500.00	\$2,500.00
11.04	Temporary Pedestrian Ramp	EA	2	\$3,250.00	\$6,500.00
11.05	Concrete Washout	LS	1	\$5,000.00	\$5,000.00

TOTAL CONTRACT AMOUNT =

\$840,250.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, TK Concrete, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Hundred Forty Thousand, Two Hundred Fifty DOLLARS (\$840,250.00), 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 20th day of February, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 PCC STREET PATCHING PROGRAM

The 2023 PCC Street Patching Program project includes the full depth removal and replacement of PCC street pavement at four (4) separate locations, generally located on:

- Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9" patches),
- Site 2 – NW State Street between West First Street and NW 9th Street (9" patches),
- Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8" pavement), and
- Site 4 – NE 16th Street and NE Innsbruck Court intersection (7" pavement).

The construction improvements include approximately 2,175 SY of 9" thick PCC Class C-SUD full depth patches, 2,125 SY of 8" thick PCC Class C-SUD street pavement, and 1,350 SY of 7" thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to sanitary and storm sewer structures, partial rebuild of an existing intake, temporary traffic control, temporary lane separator system, 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.

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 21st day of February, 2023.

PRINCIPAL:

TK Concrete, Inc.
Contractor

By

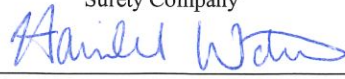

Signature

Accountant
Title

SURETY:

Old Republic Surety Company
Surety Company

By


Signature Attorney-in-Fact Officer

Havilah Watson
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave. Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
RYAN O. SWALVE, ZACHARY MEFFERD, ZACHARY MATTER,
HAVILAH WATSON of WEST DES MOINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 29th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 29th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0605

Signed and sealed at the City of Brookfield, WI this 21st day of February, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ZIP BONDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2023

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: K.C. Spooner PHONE (A/C, No, Ext): 515-453-9371 FAX (A/C, No): 515-453-9371 E-MAIL ADDRESS: Kelly.Spooner@AssuredPartners.com
License#: 1001000272 TKCONCR-01	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED TK Concrete Inc 1608 Fifield Road Pella IA 50219	NAIC # 23434

COVERAGES

CERTIFICATE NUMBER: 46961524

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 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		A0177539	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 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			A0177539	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			A0177539	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
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 Y	N/A	A0177539	9/1/2022	9/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: 2023 PCC Street Patching Program

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

City of Ankeny are 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 Public Services
1210 NW Prairie Ridge Dr
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

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2023 PCC Reconstruction Program - SE Creekview Dr (PH 2023-15)

EXECUTIVE SUMMARY:
The 2023 PCC Reconstruction Program – SE Creekview Drive project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9” thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9” thick PCC Class C-SUD handwork, 60 LF of 9” thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7” thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, 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 14, 2023. Six (6) bids were received as follows:

1. Alliance Construction Group, LLC \$491,807.50
2. All Star Concrete, LLC . \$525,700.00
3. Shekar Engineering, PLC \$565,802.25
4. TK Concrete, Inc. \$592,860.00
5. Manatt's, Inc. \$595,664.80
6. Iowa Civil Contracting, Inc. \$636,674.75

The Engineer's Estimate for the project was \$553,815.00. The bids ranged from approximately 11% below to 15% above the estimate. Alliance Construction Group, LLC has completed similar slip-form paving projects for the City of Ankeny in the past, including the SW State Street Reconstruction - Northbound Lanes project in 2020, and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 PCC Reconstruction Program - SE Creekview Drive project to Alliance Construction Group, LLC of Urbandale, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 3, 2023 and no later than May 1, 2023.

The Contractor shall substantially complete the overall project in 50 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project in 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 temporary surface restoration and punch list items completed, and all improvements ready for final acceptance

FISCAL IMPACT: Yes

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$553,815.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the 2023 PCC Reconstruction Program - SE Creekview Drive project.
3. Receive and file the report of bids received on February 14, 2023.
4. Approve Resolution, making award of construction contract to Alliance Construction Group, LLC of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with Alliance Construction Group, LLC in the amount of \$491,807.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 17, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as February 14, 2023, and setting the public hearing date as February 20, 2023.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners will be held in March 2023. Property owners will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$553,815.00; 2)
receive and file report of bids received February 14, 2023; 3) adopt
RESOLUTION making award of construction contract with Alliance
Construction Group, LLC in the amount of \$491,807.50; and 4) adopt
RESOLUTION approving contract and bonds with Alliance
Construction Group, LLC in the amount of \$491,807.50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 2023
PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW
DRIVE

WHEREAS, on the 17th day of January, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 PCC Reconstruction Program - SE Creekview 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 20th day of February, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
2/20/23

BID LETTING

10:30 A.M.

FEBRUARY 14, 2023

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 PCC Reconstruction Program – SE Creekview Drive in accordance with the Plans and Specifications prepared by City of Ankeny Public Works Department.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 553,815⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Iowa Civil Contracting Inc 1106 3rd St Victor IA 52347	636,674 ⁷⁵	✓
2) ✓	Manatt's Inc 6333 NW Beaver Rd Johnston IA 50131	595,664 ⁸⁰	✓
* 3) ✓	Alliance Construction Group LLC 9400 Plum Drive Ste 100 Urbandale IA 50322	491,807 ⁵⁰	✓
4) ✓	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	525,700 ⁰⁰	✓
5) ✓	TK Concrete 1608 Fifield Rd Rella IA 50219	592,860 ⁰⁰	✓
6) ✓	Shekar Engineering PLC 2600 MLK Jr Pkwy #200 Des Moines IA 50310	565,802 ²⁵	✓

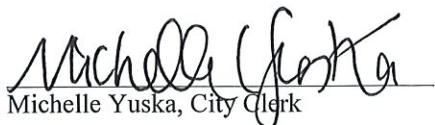
* Apparent Low Bidder

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

*Apparent Low Bidder

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

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

Bid Tabulation

2023 PCC Reconstruction Program - SE Creekview Drive

SE Creekview Drive from SE Oralabor Road to north of SE Tones Drive

February 20, 2023

				Engineer's Estimate			Alliance Construction Group LLC			All Star Concrete LLC			Shekar Engineering PLC			TK Concrete Inc.			Manatt's Inc.			Iowa Civil Contracting, Inc.		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK																						
2.01	2010-E	Excavation, Class 10	CY	505	\$30.00	\$15,150.00	505	\$25.00	\$12,625.00	505	\$25.00	\$12,625.00	505	\$33.00	\$16,665.00	505	\$28.00	\$14,140.00	505	\$27.50	\$13,887.50	505	\$24.00	\$12,120.00
2.02	2010-G	Subgrade Preparation, 6" Depth	SY	3,025	\$5.00	\$15,125.00	3,025	\$3.00	\$9,075.00	3,025	\$3.00	\$9,075.00	3,025	\$4.40	\$13,310.00	3,025	\$4.00	\$12,100.00	3,025	\$3.30	\$9,982.50	3,025	\$5.80	\$17,545.00
2.03	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755	\$10.00	\$7,550.00	755	\$5.00	\$3,775.00	755	\$5.00	\$3,775.00	755	\$6.60	\$4,983.00	755	\$5.00	\$3,775.00	755	\$5.50	\$4,152.50	755	\$8.20	\$6,191.00
2.04	2010-J	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025	\$15.00	\$45,375.00	3,025	\$12.50	\$37,812.50	3,025	\$12.50	\$37,812.50	3,025	\$14.30	\$43,257.50	3,025	\$12.00	\$36,300.00	3,025	\$13.75	\$41,593.75	3,025	\$19.50	\$58,987.50
2.05	2010-M	Compaction Testing	LS	1	\$3,500.00	\$3,500.00	1	\$4,000.00	\$4,000.00	1	\$3,500.00	\$3,500.00	1	\$1,650.00	\$1,650.00	1	\$3,000.00	\$3,000.00	1	\$3,850.00	\$3,850.00	1	\$1,040.00	\$1,040.00
		SEWERS AND DRAINS																						
4.01	4040-A	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830	\$35.00	\$29,050.00	830	\$17.00	\$14,110.00	830	\$40.00	\$33,200.00	830	\$16.50	\$13,695.00	830	\$17.50	\$14,525.00	830	\$18.70	\$15,521.00	830	\$44.00	\$36,520.00
4.02	4040-C-1	Subdrain Cleanout, Type B, 24" Diameter	EA	1	\$2,000.00	\$2,000.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$880.00	\$880.00	1	\$1,000.00	\$1,000.00	1	\$2,750.00	\$2,750.00	1	\$3,520.00	\$3,520.00
4.03	4040-D-1	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4	\$500.00	\$2,000.00	4	\$350.00	\$1,400.00	4	\$500.00	\$2,000.00	4	\$550.00	\$2,200.00	4	\$500.00	\$2,000.00	4	\$385.00	\$1,540.00	4	\$291.50	\$1,166.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																						
6.01	6010-E-2	Intake Adjustment, Minor, Single Grate	EA	1	\$2,000.00	\$2,000.00	1	\$1,600.00	\$1,600.00	1	\$3,000.00	\$3,000.00	1	\$1,650.00	\$1,650.00	1	\$2,000.00	\$2,000.00	1	\$3,850.00	\$3,850.00	1	\$4,900.00	\$4,900.00
6.02	6010-E-2	Intake Adjustment, Minor, Double Grate	EA	1	\$3,000.00	\$3,000.00	1	\$2,100.00	\$2,100.00	1	\$3,000.00	\$3,000.00	1	\$2,200.00	\$2,200.00	1	\$2,500.00	\$2,500.00	1	\$5,500.00	\$5,500.00	1	\$9,500.00	\$9,500.00
		STREETS AND RELATED WORK																						
7.01	7010-A	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525	\$90.00	\$227,250.00	2,525	\$87.50	\$220,937.50	2,525	\$88.00	\$222,200.00	2,525	\$89.82	\$226,795.50	2,525	\$105.00	\$265,125.00	2,525	\$107.25	\$270,806.25	2,525	\$95.10	\$240,127.50
7.02	7010-E	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50	\$75.00	\$3,750.00	50	\$100.00	\$5,000.00	50	\$60.00	\$3,000.00	50	\$65.00	\$3,250.00	50	\$35.00	\$1,750.00	50	\$93.50	\$4,675.00	50	\$90.00	\$4,500.00
7.03	7010-999-A	Plastic Concrete Testing	LS	1	\$5,000.00	\$5,000.00	1	\$4,500.00	\$4,500.00	1	\$5,500.00	\$5,500.00	1	\$5,750.00	\$5,750.00	1	\$5,000.00	\$5,000.00	1	\$5,944.40	\$5,944.40	1	\$7,500.00	\$7,500.00
7.04	7030-A-1	Removal of Sidewalk	SY	100	\$15.00	\$1,500.00	100	\$15.00	\$1,500.00	100	\$15.00	\$1,500.00	100	\$22.00	\$2,200.00	100	\$12.50	\$1,250.00	100	\$16.50	\$1,650.00	100	\$15.00	\$1,500.00
7.05	7030-A-3	Removal of Driveway	SY	300	\$15.00	\$4,500.00	300	\$15.00	\$4,500.00	300	\$15.00	\$4,500.00	300	\$22.00	\$6,600.00	300	\$12.50	\$3,750.00	300	\$16.50	\$4,950.00	300	\$15.00	\$4,500.00
7.06	7030-E	Sidewalk, PCC, 4" Thick	SY	140	\$55.00	\$7,700.00	140	\$58.00	\$8,120.00	140	\$60.00	\$8,400.00	140	\$80.00	\$11,200.00	140	\$65.00	\$9,100.00	140	\$60.50	\$8,470.00	140	\$111.00	\$15,540.00
7.07	7030-E	Sidewalk, PCC, 6" Thick	SY	55	\$125.00	\$6,875.00	55	\$55.00	\$3,025.00	55	\$70.00	\$3,850.00	55	\$80.00	\$4,400.00	55	\$100.00	\$5,500.00	55	\$160.88	\$8,848.40	55	\$150.00	\$8,250.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	84	\$60.00	\$5,040.00	84	\$85.00	\$7,140.00	84	\$55.00	\$4,620.00	84	\$50.00	\$4,200.00	84	\$55.00	\$4,620.00	84	\$71.50	\$6,006.00	84	\$65.00	\$5,460.00
7.09	7030-H	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310	\$75.00	\$23,250.00	310	\$60.00	\$18,600.00	310	\$65.00	\$20,150.00	310	\$80.00	\$24,800.00	310	\$70.00	\$21,700.00	310	\$82.50	\$25,575.00	310	\$126.10	\$39,091.00
7.10	7040-B	Subbase Over-excavation, 6" Depth	SY	300	\$15.00	\$4,500.00	300	\$8.00	\$2,400.00	300	\$8.00	\$2,400.00	300	\$66.00	\$19,800.00	300	\$20.00	\$6,000.00	300	\$8.80	\$2,640.00	300	\$24.50	\$7,350.00
7.11	7040-H	Pavement Removal, PCC	SY	2,525	\$15.00	\$37,875.00	2,525	\$12.00	\$30,300.00	2,525	\$12.00	\$30,300.00	2,525	\$16.50	\$41,662.50	2,525	\$12.00	\$30,300.00	2,525	\$13.20	\$33,330.00	2,525	\$22.60	\$57,065.00
7.12	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	50	\$25.00	\$1,250.00	50	\$42.00	\$2,100.00	50	\$40.00	\$2,000.00	50	\$45.00	\$2,250.00	50	\$25.00	\$1,250.00	50	\$44.00	\$2,200.00	50	\$20.00	\$1,000.00
		TRAFFIC CONTROL																						
8.01	8010-999-A	Traffic Signal Modification, SE Creekview Drive and SE Oralabor Road	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$2,500.00	1	\$3,500.00	\$3,500.00	1	\$2,750.00	\$2,750.00	1	\$2,750.00	\$2,750.00
8.02	8020-C	Painted Pavement Markings, Durable	STA	3	\$500.00	\$1,500.00	3	\$950.00	\$2,850.00	3	\$1,000.00	\$3,000.00	3	\$1,100.00	\$3,300.00	3	\$1,400.00	\$4,200.00	3	\$1,045.00	\$3,135.00	3	\$1,100.00	\$3,300.00
8.03	8020-M	Grooves Cut for Pavement Markings	STA	3	\$400.00	\$1,200.00	3	\$450.00	\$1,350.00	3	\$1,000.00	\$3,000.00	3	\$1,100.00	\$3,300.00	3	\$1,400.00	\$4,200.00	3	\$495.00	\$1,485.00	3	\$1,100.00	\$3,300.00
8.04	8030-A	Temporary Traffic Control	LS	1	\$20,000.00	\$20,000.00	1	\$23,000.00	\$23,000.00	1	\$18,900.00	\$18,900.00	1	\$20,790.00	\$20,790.00	1	\$25,000.00	\$25,000.00	1	\$17,160.00	\$17,160.00	1	\$23,000.00	\$23,000.00
8.05	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	15	\$200.00	\$3,000.00	15	\$170.00	\$2,550.00	15	\$225.00	\$3,375.00	15	\$247.50	\$3,712.50	15	\$275.00	\$4,125.00	15	\$220.00	\$3,300.00	15	\$247.50	\$3,712.50
8.06	8030-999-B	Temporary Lane Separator System (TLSS)	LF	875	\$15.00	\$13,125.00	875	\$14.50	\$12,687.50	875	\$16.50	\$14,437.50	875	\$18.15	\$15,881.25	875	\$20.00	\$17,500.00	875	\$27.50	\$24,062.50	875	\$18.15	\$15,881.25
		SITE WORK AND LANDSCAPING																						
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	1	\$1,500.00	\$750.00	1	\$1,000.00	\$500.00	1	\$5,000.00	\$2,500.00	1	\$1,100.00	\$550.00	1	\$1,500.00	\$750.00	1	\$1,100.00	\$550.00	1	\$5,500.00	\$2,750.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	1	\$4,000.00	\$2,000.00	1	\$5,000.00	\$2,500.00	1	\$5,000.00	\$2,500.00	1	\$5,500.00	\$2,750.00	1	\$7,000.00	\$3,500.00	1	\$5,500.00	\$2,750.00	1	\$5,500.00	\$2,750.00
9.03	9040-T-1	Inlet Protection Device, Surface-applied	EA	3	\$200.00	\$600.00	3	\$200.00	\$600.00	3	\$75.00	\$225.00	3	\$220.00	\$660.00	3	\$300.00	\$900.00	3	\$220.00	\$660.00	3	\$82.50	\$247.50
9.04	9040-T-1	Inlet Protection Device, Drop-in	EA	3	\$200.00	\$600.00	3	\$200.00	\$600.00	3	\$165.00	\$495.00	3	\$220.00	\$660.00	3	\$300.00	\$900.00	3	\$220.00	\$660.00	3	\$181.50	\$544.50
9.05	9040-T-2	Inlet Protection Device, Maintenance	EA	6	\$50.00	\$300.00	6	\$50.00	\$300.00	6	\$10.00	\$60.00	6	\$55.00	\$330.00	6	\$100.00	\$600.00	6	\$55.00	\$330.00	6	\$11.00	\$66.00
		MISCELLANEOUS																						
11.01	11,020-A	Mobilization	LS	1	\$50,000.00	\$50,000.00	1	\$40,000.00	\$40,000.00	1	\$49,000.00	\$49,000.00	1	\$50,000.00	\$50,000.00	1	\$75,000.00	\$75,000.00	1	\$49,000.00	\$49,000.00	1	\$30,000.00	\$30,000.00
11.02	11,030-A	Maintenance of Postal Service	LS	1	\$1,000.00	\$1,000.00	1	\$3,250.00	\$3,250.00	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	1	\$2,500.00	\$2,500.00	1	\$10,120.00	\$10,120.00	1	\$2,500.00	\$2,500.00
11.03	11,050-A	Concrete Washout	LS	1	\$4,000.00	\$4,000.00	1	\$2,000.00	\$2,000.00	1	\$1,800.00	\$1,800.00	1	\$2,970.00	\$2,970.00	1	\$3,500.00	\$3,500.00	1	\$1,980.00	\$1,980.00	1	\$2,500.00	\$2,500.00
TOTAL AMOUNT BID =				\$553,815.00			\$491,807.50			\$525,700.00			\$565,802.25			\$592,860.00			\$595,664.80			\$636,674.75		

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2023 PCC RECONSTRUCTION
PROGRAM - SE CREEKVIEW 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 2023 PCC Reconstruction Program - SE Creekview Drive, described in the plans and specifications heretofore adopted by this Council on February 20, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	<u>Alliance Construction Group, LLC</u>	of	<u>Urbandale, Iowa</u>
Amount of bid:	<u>\$491,807.50</u>		
Portion of project:	<u>All construction work</u>		

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

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

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 2023 PCC RECONSTRUCTION
PROGRAM - SE CREEKVIEW 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 2023 PCC Reconstruction Program - SE Creekview 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:	<u>Alliance Construction Group, LLC</u>	of	<u>Urbandale, Iowa</u>
Amount of bid:	<u>\$491,807.50</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

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

Mayor

ATTEST:

City Clerk



2023 - PCC Reconstruction Program - SE Creekview Drive
Map is for Locational Purposes Only

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 20th day of February, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Alliance Construction Group 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:

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

The **2023 PCC Reconstruction Program – SE Creekview Drive** project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9" thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9" thick PCC Class C-SUD handwork, 60 LF of 9" thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7" thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, 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 Four Hundred Ninety-One Thousand Eight Hundred Seven and 50/100 DOLLARS (\$491,807.50), 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 **fifty (50) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work 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 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 _____

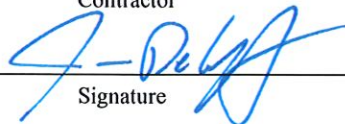
(Seal)
ATTEST:

CONTRACTOR:

Alliance Construction Group, LLC

Contractor

By



Signature

Vice President

Title

9400 Plum Drive, Suite 100

Street Address

Urbandale, IA 50322

City, State, Zip Code

515-225-6677

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C109846 - ____ 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.

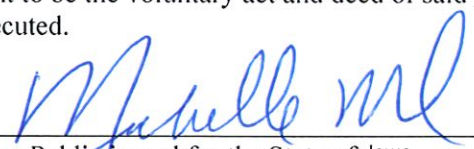
Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa _____)
) SS
Polk _____ County)

On this 20th day of February, 2023, before me a Notary Public in and for said county, personally appeared Jason DeGraff, to me personally known, who being by me duly sworn did say that person is Vice President of said Alliance Construction Group, LLC, that ~~(the seal affixed to said instrument is the seal of said OR~~ no seal has been procured by the said Alliance Construction Group, LLC, and that said instrument was signed and sealed on behalf of the said Alliance Construction Group, LLC, by authority of its managers and the said Jason DeGraff acknowledged the execution of said instrument to be the voluntary act and deed of said Alliance Construction Group, LLC, by it voluntarily executed.





Notary Public in and for the State of Iowa
My commission expires 05/29, 2023

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	Excavation, Class 10	CY	505	\$25.00	\$12,625.00
2.02	Subgrade Preparation, 6" Depth	SY	3,025	\$3.00	\$9,075.00
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755	\$5.00	\$3,775.00
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025	\$12.50	\$37,812.50
2.05	Compaction Testing	LS	1	\$4,000.00	\$4,000.00
	SEWERS AND DRAINS				
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830	\$17.00	\$14,110.00
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1	\$2,500.00	\$2,500.00
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4	\$350.00	\$1,400.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake Adjustment, Minor, Single Grate	EA	1	\$1,600.00	\$1,600.00
6.02	Intake Adjustment, Minor, Double Grate	EA	1	\$2,100.00	\$2,100.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525	\$87.50	\$220,937.50
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50	\$100.00	\$5,000.00
7.03	Plastic Concrete Testing	LS	1	\$4,500.00	\$4,500.00
7.04	Removal of Sidewalk	SY	100	\$15.00	\$1,500.00
7.05	Removal of Driveway	SY	300	\$15.00	\$4,500.00
7.06	Sidewalk, PCC, 4" Thick	SY	140	\$58.00	\$8,120.00
7.07	Sidewalk, PCC, 6" Thick	SY	55	\$55.00	\$3,025.00
7.08	Detectable Warnings, Galvanized Steel	SF	84	\$85.00	\$7,140.00
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310	\$60.00	\$18,600.00
7.10	Subbase Over-excavation, 6" Depth	SY	300	\$8.00	\$2,400.00

7.11	Pavement Removal, PCC	SY	2,525	\$12.00	\$30,300.00
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50	\$42.00	\$2,100.00
	TRAFFIC CONTROL				
8.01	Traffic Signal Modification, SE Creekview Drive and SE Oralabor Road	LS	1	\$2,500.00	\$2,500.00
8.02	Painted Pavement Markings, Durable	STA	3	\$950.00	\$2,850.00
8.03	Grooves Cut for Pavement Markings	STA	3	\$450.00	\$1,350.00
8.04	Temporary Traffic Control	LS	1	\$23,000.00	\$23,000.00
8.05	Portable Dynamic Message Sign (PDMS)	CDA Y	15	\$170.00	\$2,550.00
8.06	Temporary Lane Separator System (TLSS)	LF	875	\$14.50	\$12,687.50
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1	\$1,000.00	\$500.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	1	\$5,000.00	\$2,500.00
9.03	Inlet Protection Device, Surface-applied	EA	3	\$200.00	\$600.00
9.04	Inlet Protection Device, Drop-in	EA	3	\$200.00	\$600.00
9.05	Inlet Protection Device, Maintenance	EA	6	\$50.00	\$300.00
	MISCELLANEOUS				
11.0 1	Mobilization	LS	1	\$40,000.00	\$40,000.00
11.0 2	Maintenance of Postal Service	LS	1	\$3,250.00	\$3,250.00
11.0 3	Concrete Washout	LS	1	\$2,000.00	\$2,000.00

TOTAL CONTRACT AMOUNT =

\$491,807.50

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alliance Construction Group LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Hundred Ninety-One Thousand Eight Hundred Seven and 50/100 DOLLARS (\$491,807.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

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

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

The 2023 PCC Reconstruction Program – SE Creekview Drive project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9" thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9" thick PCC Class C-SUD handwork, 60 LF of 9" thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7" thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, 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 20th day of February, 2023.

PRINCIPAL:

Alliance Construction Group, LLC

Contractor

By

[Signature]
Signature
Vice President
Title

SURETY:

United Fire & Casualty Company

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, E. A. VON HARZ, BRANDON HORBACH, COURTNEY MEYER, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 20th day of February, 2023.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC



ALLICON-01

TKANNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2023

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

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

PRODUCER LSB Financial Services 1922 Ingersoll Ave. Des Moines, IA 50309	CONTACT Tony Kanne	
	PHONE (A/C, No, Ext): (515) 327-9925	FAX (A/C, No):
INSURED Alliance Construction Group LLC 9400 Plum Drive, Suite 100 Urbandale, IA 50322	E-MAIL ADDRESS: tony.kanne@mylsb.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Phoenix Insurance Company	
	INSURER B: The Charter Oak Fire Ins Co	
	INSURER C: Travelers Property Casualty Co	
	INSURER D: Midwest Builders' Casualty	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

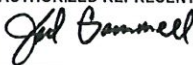
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		CO0T066364PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-0T046156-23	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-0T074099-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC100-0002529-2023A	1/1/2023	1/1/2024	☒ 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: 2023 PCC Reconstruction Program - SE Creekview Drive

The City of Ankeny is included as additional insured as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 1210 NW Prairie Ridge Drive 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 



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed NW Prairie Ridge/ Ash Drive/ 9th Street Concept Study

Professional Services Agreement with Bolton & Menk, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Bolton & Menk, Inc., for traffic engineering services needed for the NW Prairie Ridge/ Ash Drive/ 9th Street Concept Study.

The Public Works Department proposes to use Bolton & Menk, Inc. to complete the necessary traffic engineering services for the project. The intersection was identified by the Public Works Department for concept study due to pedestrian demand, peak hour delays and queuing, and a pattern of congestion-related crashes. The study will include the intersection of NW 9th Street and NW Maple Street. The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is \$34,400.00.

It is recommended that the City Council approve the Professional Services Agreement with Bolton & Menk, Inc.

FISCAL IMPACT: No

The project is included in the City's 2023 - 2027 Capital Improvement Program, within the Annual Traffic Signal Improvement Program, in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the NW Prairie Ridge Drive/ Ash Drive/ 9th Street Concept Study in an amount not to exceed \$34,400.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Bolton & Menk, Inc., for the traffic engineering services for the NW Prairie Ridge Drive/ Ash Drive/ 9th Street Concept Study in an amount not to exceed \$34,400.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Agreement
 Certificate of Insurance
 Location Map



Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

February 7, 2023

Leslie Hart, PE, PTOE
City of Ankeny
Traffic Engineering Manager
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

RE: PRA9 Ankeny Prairie Ridge Drive & 9th Street Concept Study Scope & Fee

Dear Ms. Hart,

Per the request of the City, we have prepared a revised agreement and scope of services to study the Prairie Ridge Drive & Ash Drive and 9th Street & Maple Street intersections. We propose to study the intersections by providing a detailed evaluation of intersection controls to develop recommendations guiding future investments in this location to improve safety and operations.

This study will examine the intersections in detail to determine existing issues and deficiencies as well as anticipated issues for both no build and build scenarios. Traffic volumes, turning movements, pedestrian connectivity, and crash history will be evaluated to identify the most appropriate intersection configuration and traffic control. The process will culminate with recommended improvements along with a planning level concept and cost estimate.

If the scope and fee are acceptable, please return a signed copy of the attached agreement.

We appreciate this opportunity to work with you on this project. Please review the attached documents and contact me at 515-491-0632 or email at Jennifer.McCoy@bolton-menk.com if you have questions or concerns.

Thank you for considering Bolton & Menk, Inc. for your engineering needs.

Sincerely,
BOLTON & MENK, INC.

Jennifer McCoy, PE, PTOE
Senior Traffic Engineer

Attachments: Agreement and scope of services and certificate of insurance

AGREEMENT FOR PROFESSIONAL SERVICES IA

STANDARD PROJECT-PUBLIC CLIENT

CITY OF ANKENY and BOLTON & MENK, INC.

This Agreement, made this _____ day of February 2023, by and between City of Ankeny Engineering Department, 1210 NW Prairie Ridge Dr, Ankeny, Iowa ("CLIENT"), and BOLTON & MENK, INC., 430 E Grand Ave. Suite 101, Des Moines, Iowa ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with PRAIRIE RIDGE DR/NW 9th STREET CONCEPT STUDY ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$34,400 without the prior consent of CLIENT.
- 2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
- 3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- 4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
- 5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- 6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will

be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional

Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are

opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not

intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons

seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: _____

Signature

Printed Name

Date

Address for giving notice:

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

CONSULTANT: Bolton & Menk, Inc.



Signature

Matthew Ferrier

Printed Name

02/07/2023

Date

Address for giving notice:

430 E Grand Avenue, Suite 101

Des Moines, IA 50309

Attachments:
Exhibit A Basic Services
Exhibit B Schedule of Fees

(Remainder of this page intentionally left blank)

Exhibit A

Basic Services

Bolton & Menk, Inc. will complete the following scope of work:

Task 1 – Agency/Public/Stakeholder Involvement

Involving key stakeholders will be important to project success and acceptance. Our goal is to involve stakeholders in different manners throughout the process and receive feedback at various stages.

- Project Management Team Meetings – Up to three meetings will be held with Bolton & Menk and the City to provide study updates and discuss results. These meetings will be scheduled throughout the project duration.
- School District Coordination – Up to one coordination meeting with school officials will be held to receive input and share information.
- Progress Reports – monthly progress reports will be shared with the city to inform of project progress and any potential changes to scope or schedule.

Task 2 – Data Collection

- Traffic movement/camera observations – Place cameras along Prairie Ridge Drive and 9th Street at four locations: the two study intersections and the school driveways north and west of the Prairie Ridge Drive & Ash Drive intersection
 - Video will be observed to get a better understanding of how traffic operates during school arrival/dismissal.
- School observations – Traffic will be observed at the two study intersections during school drop-off and pick-up hours on a Tuesday or Thursday regular school day.
- Crash History – Our team will gather crash data for the most recent five full years at the study intersection.

Task 3 – Existing Intersection Review

- Traffic Operations – Traffic operations will be reviewed for the AM Peak and PM School release peak periods to understand existing issues. Measures utilized will include but are not limited to delay, queuing, and level of service. Operations will be modeled using Trafficware Synchro.
 - Delays reported using the Highway Capacity Manual (HCM) methodologies and queues for the unsignalized intersection and the ‘Intersection-Lanes, Volumes, Timing’ report for the signalized intersection. Models will be provided to city for review.
- Intersection Safety – Using the crash history obtained, develop crash rates and examine the PCR. We will identify trends in the data and provide a detailed look at the crash reports to determine any themes or patterns.
- Pedestrian Movements – The intersection will be analyzed to determine current pedestrian connectivity, crossing locations, and typical delays.
 - Simulation will be utilized as needed to quantify the impacts to pedestrians.

Task 4 – Analysis of Alternatives

The study will analyze up to three alternatives for each intersection.

We will Perform Traffic Control / Geometric Impact Analysis for study intersections. We will prepare

Signal and Turn Lane Warrant Analysis for proposed / recommended traffic control changes using the MUTCD, NCHRP 745, and NCHRP 457. We will provide a sensitivity analysis to examine any phasing of roadway improvements needed between existing and future years.

The analysis will include both a crash analysis to determine impacts of the alternatives as well as an operational analysis to determine impacts to the measures of effectiveness used.

The operational analysis will include looking at the existing year and a 20-year forecast. Projected year volumes will be forecasted based on growth rates in the City of Ankeny 2040 Comprehensive Plan.

Highway Capacity Manual methodologies will be utilized to analyze a roundabout alternative. A check using RODEL/ARCADY roundabout analysis software will be completed if the roundabout is anticipated to approach capacity.

Pedestrian connectivity, delay, and crossing safety will be analyzed along with each intersection alternative. Recommendations or changes to pedestrian facilities in the area will also be made.

Results of each alternative will be summarized in an evaluation matrix to evaluate which intersection options to move forward with.

Task 5 – Concept Drawings and Cost Estimates for Alternatives

Up to two (2) recommended options, with the exception of the “Do-Nothing” concepts will be drawn on aerial imagery and will consist of only 2-dimensional analysis. The level of detail will be sufficient to determine a planning level cost estimate. The right-of-way needs will be determined based on GIS parcel lines.

Task 6 – Draft Report

A draft report will be distributed for project management team review prior to finalizing.

Task 7 – Final Report

A draft report will be distributed for project management team review prior to finalizing.

Schedule

We recommend the following schedule for this work:

- Task 1: March 2023 – August 2023
- Task 2: March 2023
- Task 3: March 2023 – April 2023
- Task 4: May 2023
- Task 5: June 2023
- Task 6: July 2023
- Task 7: August 2023

Exhibit B

2023 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2023. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl.

graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$175-264
Project Manager	\$104-198
Senior Project Engineer	\$140-198
Project Engineer	\$130-188
Design Engineer	\$110-186
Graduate Engineer	\$110-145
Senior Planner	\$115-198
Planner	\$115-171
Senior Landscape Architect	\$150-204
Landscape Architect	\$120-160
Landscape Designer	\$100-169
Licensed Project Surveyor	\$160-240
Graduate Surveyor	\$130-181
Survey Technician	\$85-173
Senior Technician	\$110-195
Technician	\$79-168
Specialist*	\$95-205
Practice Expert**	\$205-308
Senior Principal	\$195-314
Principal	\$160-289
Administrative/Corporate Specialists	\$64-194
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

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

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

PRODUCER Brown & Brown of Minnesota, Inc. 1120 South Avenue North Mankato MN 56003	CONTACT NAME: Mary Portner, CISR PHONE (A/C, No, Ext): (507) 388-2010 FAX (A/C, No): (507) 388-5492 E-MAIL ADDRESS: Mary.Portner@bbrown.com
INSURED Bolton and Menk, Inc. Bolton & Menk Southeast, LLC 1960 Premier Dr Mankato MN 56001	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2023-24 Bolton**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 ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	6D50852	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	6E50852	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	Y	6J50852	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	6H50852	01/01/2023	01/01/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability E&O Deductible \$25,000			AEH114019718	12/31/2022	12/31/2023	Per Claim Limit \$5,000,000 Aggregate Limit \$10,000,000 Retro Active Date 12/31/1997

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

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions &/or authorities and their board members, employees and volunteers are added as additional insureds on a primary noncontributory basis. Government immunity endorsement applies. Waiver of subrogation in favor of the additional insured applies to the work comp & professional liability policies.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny
1210 NW Prairie Ridge Dr.

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

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Transportation Master Plan

Professional Services Agreement with JEO Consulting Group.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with JEO Consulting Group (JEO), for planning and engineering services needed for the Transportation Master Plan.

In November 2022, the City invited eight engineering firms to respond to a Request for Proposals (RFP) for services to develop the City's first Transportation Master Plan. Four proposals were received and reviewed by a Selection Team composed of City staff from Public Works, Economic Development, and Community Development Departments. Based on this review and feedback from the firms' references, the Selection Team proposes to use JEO and its project partner, Felsburg Holt & Ullevig (FHU), to complete the necessary planning and engineering services for the project. The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the

professional services is \$269,400.00.

It is recommended that the City Council approve the Professional Services Agreement with JEO Consulting Group.

FISCAL IMPACT: No

The project is included in the City's FY 2023 and FY 2024 operating budget. The expected project duration is 15 to 18 months.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with JEO Consulting Group, for the planning and engineering services for the the Transportation Master Plan in an amount not to exceed \$269,400.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: <p style="margin: 0in 0in 0.0001pt; text-align: justify;">Consider motion to approve the Professional Services Agreement with JEO Consulting Group, for the planning and engineering services for the Transportation Master Plan in an amount not to exceed \$269,400.00 and the Mayor to execute said agreement.</p>

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Agreement



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2023 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Ankeny Transportation Master Plan ("Project").

JEO Project Number: 222064

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in the scope of services, Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of the general conditions, Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer for services as set forth in the scope of services, Exhibit A and per the terms in the general conditions, Exhibit B.
- B. The fee schedule is outlined in Exhibit C.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit D.
- D. The Project Schedule is included in Exhibit E

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Fee Schedule
Exhibit D – Standard Hourly Rate Schedule
Exhibit E – Project Schedule
Exhibit F – Insurance Certificates

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

Engineer: JEO Consulting Group, Inc.

By: _____

By:  _____

(Print Name)

Lonnie Burklund
(Print Name)

Title: _____

Title: Traffic & Technology Dept. Leader

Date Signed: _____

Date Signed: 2/6/2023

Address for giving notices:

Address for giving notices:

City of Ankeny – Public Works Department

JEO Consulting Group, Inc.

1210 NW Prairie Ridge Drive

2000 Q Street, Suite 500

Ankeny, IA 50023

Lincoln, NE 68503

Attest

By: _____

Michelle Yuska, City Clerk

EXHIBIT A
Scope of Services
Transportation Master Plan
City of Ankeny, IA

Task 1 Project Management

Lonnie Burklund will serve as project manager and the City of Ankeny's primary point of contact and is overall responsible for quality assurance and quality control of deliverables. The project team will responsively meet the city's expectations throughout the project. Task 1 includes the following subtasks to manage and monitor the project team, scope, schedule, and budget. The Project Management Plan (PMP), schedule, and other project management deliverables may evolve as the project progresses and will be revisited and updated, as needed, throughout the project.

1.1 Project Management Plan

In coordination with the City of Ankeny's Project Manager, a brief PMP will be prepared. The PMP will establish the roles and responsibilities of the project team members, work tasks and approach, review/comment process, quality control and quality assurance process, and a project schedule. PMP elements will be reviewed and confirmed with the project management team during the project kick-off meeting.

1.2 Schedule

Our project team proposes to complete the Transportation Master Plan update in approximately 15 months, beginning March 2023, and ending in May 2024. Our project manager will maintain an up-to-date project schedule, which will reflect major milestones, including the submittal and review of deliverables, public engagement and outreach activities, and team/committee meetings.

1.3 Budget Tracking

JEO will submit monthly invoices and progress reports to the City of Ankeny's Project Manager. The budget will include task progress and details, any expenses (e.g., community engagement activities), and a comparison of the actual budget against the planned.

1.4 Project Team Coordination

Our project team will work with city project team staff and council officials (via project updates) and use other involvement methods defined in Task 3: Public Engagement and Stakeholder Input. Members of these groups will be discussed and confirmed during the project kick-off meeting. The proposed schedule identifies the number of project progress meetings with staff (assumed twice monthly) which will be a mix of virtual and in-person. Project team members will also provide updates at City Council work sessions as identified in the schedule. Members of the consultant team may be requested to attend and support additional meetings with other agencies and community groups as needed.

1.5 Project Kick-Off Meeting

Soon after council approval and issuance of the notice to proceed of this contract (NTP), the City of Ankeny's Project Manager and key members of the consultant team will conduct a project kick-off meeting to confirm the scope and schedule, discuss the project's communication protocols, discuss the

formation of project teams/groups, define data needs, and refine any elements of the PMP. It is anticipated that this meeting will serve as the first project team meeting and will be in person.

1.6 Coordination with Other City Plans and Projects

The consultant team will work with the City of Ankeny Project Manager to coordinate the Transportation Master Plan tasks, when applicable, with existing projects and plans, including the Ankeny Plan 2040 and other relevant regional plans. This coordination provides cost-saving opportunities, including data sharing, coordinated outreach activities, and messaging, if applicable.

Task 2 Document Current and Future Transportation Conditions

The assessment of current and future conditions will be a data-driven analysis. The JEO team will work with the City of Ankeny Project Manager to identify data and documents essential for the analysis and development of the plan. A series of primarily GIS-based analysis tools will use available data and forecasts, building on city staff and stakeholder input/feedback and existing plans and projects, to assess the current and future transportation and mobility conditions and needs.

2.1 Consolidation of Known Issues

The community-identified transportation and mobility issues and opportunities identified through the community engagement process will be logged in a database and categorized thematically to enable sorting and trend identification. The location-specific issues will be geocoded, mapped, and saved as a GIS shapefile for Ankeny. These community comments will serve as a critical element of needs identification, inform vision/goal/recommendation development, and be overlaid with the data-driven analysis results to find commonalities.

2.2 Transportation Trends

The project team will develop a snapshot of transportation trends to reflect current conditions by using the latest census information to document demographic conditions that influence transportation and reference information from the Ankeny Plan 2040, as needed. This snapshot will include details on how Ankeny travels, using census home/work location data from the Longitudinal Employer-Household Dynamics (LEHD), and information from the Housing and Transportation (H+T) Affordability Index.

2.3 Previous Plans

Recommendations and projects from previous plans (including the Ankeny Plan 2040, as well as other subarea or development-focused studies) will be considered and re-evaluated in light of the data-driven needs analysis and community-identified problems. This review will include documenting the current status of projects (i.e., constructed, under construction, in design, funded, or planned as currently defined by City of Ankeny).

Recommendations that align with the data-driven needs analysis and/or address community-identified transportation opportunities will be further evaluated in Task 5. The JEO team will also document compatibility of recommendations from other relevant regional plans, such as Des Moines Areas MPO's Mobilizing Tomorrow Plan and plans for adjacent communities and jurisdictions.

2.4 Travel Demand Model Review and Future Conditions Assessment

The current Des Moines Area MPO regional travel demand model will be reviewed to evaluate forecast 2050 and ultimate future conditions. The JEO team will review MPO household and employment forecasts within Ankeny and with city staff to identify and make adjustments for any significant discrepancies between city growth expectations and MPO forecasts.

The project team will review 2050 and ultimate future forecasts for major roads (highways, arterials, and major collectors). Traffic forecasts will be compared with the existing and committed roadway network, and a forecasted volume/capacity analysis will be performed, enabling the project team to identify congested corridors that may be candidates for capacity and multimodal upgrades to reduce congestion and provide travel options. Additionally, the GIS analysis will identify concentration of trips that are less than three miles and may be candidates for increased focus on providing active transportation infrastructure.

2.5 Safety and Traffic Calming

Using city records and the Iowa DOT crash database, the project team will evaluate crash incidents and severity from the previous five years to provide an understanding of where conflicts and crash trends occur. A review of applicable and available crash database information and/or other applicable reports will be conducted to illustrate high crash locations within the city and crash rates will be calculated for the top 20 severe crash locations as applicable. Analysis will focus on locations of severe crashes vs. property damage only locations to determine transportation planning recommendations for program or project level improvement opportunities.

2.6 Street Network

An inventory of the current street network will update the characteristics in the Ankeny Plan 2040, such as daily traffic volumes, traffic control devices, functional classification, posted speeds, and the number and width of vehicle travel lanes. The project team anticipates using current traffic count data as collected by the city, because the current traffic volumes are critical to understanding traffic growth patterns and calibrating the travel demand model. Count data will reflect current street classifications, where development is anticipated, and will give consideration to active construction and development.

Current volume/capacity ratios will be used to identify areas of current congestion on the street network. As readily available, a more detailed traffic operational analysis (such as an intersection operational analysis previously completed by the city) will be used to gain further insights into the current operations of the city's street network and will be considered in the plan recommendations. Programmed capital improvement projects will also be documented to reflect existing plus future conditions for all multimodal transportation networks.

2.7 Trails and Bikeways Network

The project team will use the bicycle facilities data from the Ankeny Plan 2040 and any recent bicycle counts as a starting point to document current bicycling facility conditions.

We will expand upon the 2040 plan and use the Bicycle Level of Traffic Stress (LTS) methodology to assess the level of comfort afforded to bicyclists on all streets classified as collector or higher in Ankeny. The LTS considers several traffic-related variables to evaluate the traffic-related stress associated with biking on a particular street on a scale of one to four (with one being comfortable for all riders, including children, and four being suitable for only the most fearless cyclists). A major emphasis of current bicycle

planning is the concept of a low-stress network, which equates to one that does not require bicyclists to exceed their tolerance for traffic stress while also minimizing significant out of direction travel to destinations of interest. The results of the LTS analysis will enable the project team to identify streets that are candidates for improving the bicyclist comfort through the addition of bicycle facilities (e.g., bike lanes, neighborhood bikeway, separated bike lanes, etc.).

2.8 Sidewalks and Pedestrian Crossings

The project team will use pedestrian facilities data, mapping, and field review information as a starting point to document 2023 pedestrian and trail facility conditions and update as needed. A general review of hotspot locations (destinations) for increased pedestrian activity will be conducted in addition to analysis of city traffic control standards, specifications, and policies related to pedestrian crossings and potential improvements in relation to future projects.

2.9 Transit

The project team will confirm the existing transit conditions in Ankeny Plan 2040 and update the summary of services available in Ankeny and the region, as needed, to reflect current conditions. A DART feasibility analysis will also be used to document the existing conditions relevant to Ankeny.

2.10 Railroad Crossings and Corridors

The project team will confirm the railroad inventory reflects current conditions. The inventory will include crossing conditions, recorded injuries or fatalities, planning level considerations related to trespassing along the railroad right-of-way, and general growth considerations related to grade separated facilities. A review of the travel demand model outputs in relation to planned land use growth areas will be conducted to evaluate potential future increases in train/vehicle exposure as relevant.

2.11 Emerging Technology

In the plan, the project team will discuss emerging transportation technologies and their applicability to transportation in Ankeny. This section may include a discussion of electric vehicles (and charging stations), micro mobility, mobility-as-a-service, and intelligent transportation systems (ITS) elements in the context of readiness and interest to incorporate, regulate, and maintain a transportation network that support these emerging technologies. Forward-looking thinking is only as valuable as the resulting action and there is an inherent level of risk associated with aggressively pursuing new ideas and technologies. Learning and capturing lessons learned by peer cities can significantly reduce this risk. The project team will conduct a targeted review of nationwide transportation and mobility innovations and best practices for integrating next generation smart transportation solutions into the TMP. This task will identify key trends and areas of innovation for further evaluation and will identify high level policy considerations for the City to remain informed as next generation smart transportation solutions continue to evolve in the coming years.

Task 3 Public Engagement and Stakeholder Input

Community engagement is critical to ensure the Transportation Master Plan reflects the community's desire. It is essential that the community is engaged in the planning process and has a sense of ownership in the final plan and recommendations. Engaged members will be able to see how their input resulted in the final plan, and the project team will be able to demonstrate to the City Council that the plan reflects community values and input. This ownership in the final plan helps ensure community members will be supportive during the implementation phase of projects.

3.1 Community Engagement Plan

In coordination with the City of Ankeny Project Manager, the project team will develop a brief Community Engagement Plan to specify engagement tactics and advertising/information dissemination. The plan will include, at a minimum, a summary of the planned engagement strategies, activities, and associated tools and materials. The plan will also identify the purpose of each engagement milestone and the key input(s) being sought from the community. The plan will allow the project team to work with the City of Ankeny's communications staff to ensure that all messaging, outreach tactics, and tools seamlessly integrate with existing City communication protocols. The community engagement plan will be a living document that is refined and updated as needed – especially if there are significant changes related to tools and tactics required – through the process.

3.2 Tools and Tactics

The consultant team will develop content and host a project website that will be live throughout the entire planning process. Following City of Ankeny brand guidelines, the project team will develop and maintain an easy-to-navigate project ArcGIS Storymap website to serve as an information repository and public input tool throughout the project's lifespan. Social Pinpoint will be integrated within the Storymap to create a single location for public input to be gained and public information shared. It is anticipated the project website will be updated, as needed, at project milestones, including planned stakeholder and public outreach activities. The website would also be a significant project resource in supporting or conducting virtual engagement.

The intended purpose of the interactive project website is expected to be satisfied within six months following project completion. At the conclusion of this period of time, all project files, including GIS layers used to support the ArcGIS Storymap will have been provided to the City. All final, static content will be provided in a format that can be added to a city-hosted project webpage if needed.

3.3 Engagement Milestones

The project team proposes four categories of community engagement milestones to help make the plan successful. These include a mix of public outreach meetings, focus groups, stakeholder engagement activities, and City Council presentations. As part of the scope of work, each of these categories is further detailed in the approach that follows.

Public Outreach Meetings

The project team will coordinate and conduct three phases of public outreach meetings. Each meeting will emphasize information sharing about the project and include an invitation for public input on topics relevant to the project's current stage. The table on the following page describes the anticipated three phases of the outreach meetings.

	Phase 1 Values & Needs	Phase 2 Trade-Offs	Phase 3 Validation
Time frame	Spring 2023 - during determination of goals and objectives	Fall 2023 - during alternatives analysis and prioritization	Winter 2023/2024 - during development of master plan
Information Sharing Focus	- Project scope - Existing conditions	- Draft vision, goals, objectives - Preliminary alternatives - Draft prioritization strategy	- Proposed recommendations - Draft plan
Anticipated Goal of Public Input	Identify goals, values, issues	- Verify goals and objectives - Identify project/programming priorities and funding preferences	- Outcome validation - Inform executive summary highlights
Proposed Format/Tactics	- One 2-hour open house meeting staffed by consultant team and city 1 pop-up event - Pre-recorded video presentation and virtual engagement activity 30-day comment period	- Non-live virtual meeting via project website, pre-recorded video presentation, and engagement opportunity 2 pop-up events 30-day comment period	- One 2-hour open house meeting staffed by consultant team and city 1 pop-up event - Pre-recorded video presentation and virtual engagement activity 30-day comment period
Phase Outcomes	Qualitative and quantitative understanding of mobility needs, issues, and opportunities to inform the TMP's vision, goals, and objectives and support project development and prioritization.	Input from trade-off scenarios and strategy review will inform plan priorities, policy recommendations, and project prioritization.	Buy-in from City Council and integration of public comments into the plan as appropriate.

City staff may also choose to host additional pop-up-type events or present at existing community group gatherings. The project team would assist in providing materials, but not attend/staff these additional outreach activities unless requested by the City through an Amendment to this contract.

Open house public meeting support is anticipated to include:

- Up to four consultant team members to attend and staff the meeting, alongside city staff.
- Preparation of public notices for the City of Ankeny to distribute/publish.
- Public meeting awareness strategy and supporting materials, such as press releases, media advertisements, social media content, etc.,
- Preparation and provision of public meeting materials, which will be provided for review and approval prior to being finalized and distributed beyond the project team.
- Compilation and summary of public comments received during the 30-day comment period. Responses to public comments are not anticipated.
- Comprehensive summary of each meeting.

Focus Groups

The project team will facilitate up to three, one-hour focus groups meetings during Phase 1 of public outreach, followed by an additional three, one-hour focus group meetings during Phase 3 of public outreach. Participants will attend one meeting during each phase. The purpose of these meetings is to collect additional project area insight through community dialogue among and between different interest groups and industry sectors. Each focus group meeting would have 6-10 community members, with the invitation list developed through collaboration between the project team and City of Ankeny

Project Manager. The project team will be responsible for planning, facilitating, and summarizing the focus groups. Mentimeter will be used to facilitate interactive meetings that keep focus group attendees engaged. City of Ankeny staff may be needed to support some participant coordination (invitation, RSVPs, etc.). Each focus group meeting will be summarized, and a comprehensive summary developed for each round of meetings. Focus group meetings will be held prior to public open houses and a call to action will be provided for participants to share information about the planning process with their contacts.

Stakeholder Engagement Activities

The project team will assign representatives to hold meetings or present information for public and private stakeholders within the City of Ankeny. Stakeholder engagement opportunities are developed through the process of discovery and focus group input. The project scope includes up to 12 individual or small group stakeholder conversations. The City project manager is encouraged, but not required to participate in all stakeholder meetings.

City Council Presentations

The project team will present to the Ankeny City Council throughout the project. It is anticipated these presentations would occur during a city council work session, and occur at or around the approximate 30% completion, 60% completion, and near final completion milestones of the TMP.

Task 4 Goals, Objectives, and Action Steps

The goals, objectives, and actions from the Ankeny Plan 2040 related to transportation will be reviewed and updated, as needed, to reflect the city's current vision for transportation. The Transportation Master Plan goals will align with the Ankeny Plan 2040 goals to show how they support the City of Ankeny's overall vision. The transportation goals will be affirmed/refined through the public engagement process and with input from project management and the Steering Committee.

4.1 Goals and Objectives

This task will set a vision for transportation and mobility in Ankeny. The vision and goals will help us define what the future will look like and steps the City can take to accomplish that future over time. The transportation vision and goals will be foundational to developing strategies, evaluation criteria, and performance measures. Because transportation is a vital aspect of quality of life, the project team recommends considering the inclusion of goals pertaining to the transportation system's role in economic vitality, public health, and social equity. The discussion topics will be sorted thematically and the input in conjunction with Phase 1 public input will be used to draft the transportation vision and goals. The project team will update transportation goals and gauge public sentiment toward goals that could result in weighing between project prioritization. Goals will use language that is clear to understand and focus on the desired end state of the transportation network. Objectives will be established for the City to evaluate if the goal is being achieved. Clearly stated objectives result in the broad agreement of priorities and accountability for action steps. Goals and objectives will be validated through public input during the second phase of public involvement.

4.2 Performance Measures

Building from the transportation goals and objectives, the project team will develop system-level performance measures that will enable the City to track progress toward achieving the goals. In addition, available data sources will also be assessed for the desired performance measures developed. A data-based strategy that helps Ankeny align projects with funding allocations from the Des Moines Area MPO will be documented. Performance measures will support quantitative evaluation and transparency that can lead to future support of transportation funding strategies.

4.3 Action Steps

The project team will work with City of Ankeny staff and stakeholders to develop action steps. Action steps will be documented with the plan to reinforce prioritization and accountability for implementation. Action steps will include clear assignments as well as timeframes for Ankeny to maintain. Action steps are the incremental steps needed to reach Ankeny's transportation Goals and Objectives.

4.4 Strategic Policies

This task will result in the development of recommendations, including development of policies, identification and prioritization of corridors/ improvements, tools to help educate and guide decision-making, and implementation strategies. A clear framework for transportation and mobility in Ankeny that includes goals, objectives, and actions will help define what transportation looks like in the near-, mid-, and long-term and will help define steps and strategies the city can take over time. Policies may recommend additions or updates for any of the following subject areas:

- Emerging transportation technologies (automation, vehicle to infrastructure connections)
- Transportation services (ridesharing, ridehailing, Mobility as a Service, microtransit, micromobility)
- Electric vehicle charging station requirements
- Traffic calming and neighborhood traffic management
- Development requirements for improving multimodal accommodation, connections to adjacent neighborhoods, and access to parks, open space and trails
- Vision Zero initiative

Task 5 Alternatives Analysis & Prioritization

The project team will conduct alternatives analysis to develop transportation improvement programs and projects needed to address the future transportation system of Ankeny. Prioritization of these components will also be conducted.

5.1 Multimodal Transportation Alternatives

Traffic Mobility and Safety Improvements

Project needs will come from the project team outputs, data analysis (including travel demand model outputs, bottleneck locations, and future areas of congestion), and community and stakeholder input. Our team will apply a vision-zero, systemic approach to identifying factors contributing to known safety

problems, including street design, speeds, behaviors, technology, and policies. Traffic mobility and safety solutions will be developed with consideration for:

- Advancing Ankeny's multimodal network and the potential impacts of street improvements on adjacent infrastructure and mobility options.
- Existing technology applications such as dynamic traffic signals, as well as future technologies such as automated vehicles, and the potential for reduced street capacity needs in the future.
- Being good stewards of Ankeny's limited transportation funds by identifying high-impact cost effective solutions.

Bicycle Network Improvements

An LTS analysis will be applied in combination with public input, a bikeable short-trip analysis, and the latest FHWA Bikeway Selection Guide to identify updates to bicycle network recommendations. Consideration will be given to enhancing bicycle access to employment centers, retail and commercial areas, education centers, and tourism.

Pedestrian Network Improvements

A sidewalk gaps/substandard sidewalks analysis will be conducted to inform the level of effort required to maintain or catch up with future pedestrian demands. Consideration will be given to enhancing connectivity between neighborhoods and expanding the community's walking access to parks, trails, and open space.

Transit System Improvements

The transit element of the TMP will identify transit needs and opportunities based on quantitative data and the previously completed Transit Study. Additional recommendations may include infrastructure improvements, first- and final-mile connections, enhanced service operations, partnerships with human service organizations, and ways to leverage existing service to provide transportation for Ankeny residents and employees for the near-, mid-, and long-term.

5.2 Financial Outlook and Alternatives

Our team will work closely with the project management team to assemble information on historical and current municipal, state, and federal transportation funding levels to develop forecasts of approximate projected funds available within the 2050 planning horizon. We will then identify potential new and innovative funding sources through partnerships with other agencies, grants, non-profit organizations, and businesses to fund mutually beneficial transportation projects.

5.3 Performance-Based Evaluation Alternatives

The City of Ankeny strives to demonstrate progress and the effectiveness of public investments. Building from the transportation goals and objectives, the project team will develop system-level performance measures that enable the city to track progress toward achieving goals. Available data sources will be used to document current system performance and the trajectory of trends looking forward. Guidance on current best practices, future-looking policies, and the high-growth context of Ankeny's growth trends will also be utilized to provide insight into the projects, strategies, and policies needed to meet the stated performance targets.

5.4 Planning-Level Costs and Assumptions

The Fiscally Constrained Plan represents the convergence of the project planning and funding projections. Planning level cost estimates will be developed for the projects, with a higher level of detail for the high-priority projects to facilitate a more immediate transition into the CIP and annual budget. The year-by-year revenue forecasts will be compared with the project lists with consideration for the core budget categories of asset management, capacity, operations, safety, and mobility. Project costs will be inflated based on the anticipated year of expenditure to account for increasing construction costs and declining purchasing power of funding sources like the state and federal gas tax.

5.5 Prioritized Project List

The project team will prepare a prioritized project list by travel mode based on the immediacy of the need and the degree to which they are expected to contribute to the TMP goals and performance targets. Project recommendations will be rooted in the prioritized method of performance-based planning. The project evaluation process will follow a data-driven and repeatable process. All projects will be mapped, and a spatial overlay and analysis will be conducted to arrive at project scores using evaluation criteria that align with transportation goals. Projects will be prioritized in various categories (e.g., by mode and/or likely funding source) to facilitate transition to the CIP. The result will be fiscally constrained project lists for five, 10, and 15 years and a vision plan that will include projects outside the fiscally constrained plans.

Task 6 Master Transportation Plan

The project team will develop a reader-friendly and visually appealing Transportation Master Plan that summarizes the results and activities of the previous tasks. The plan will clearly and concisely convey the community's desires for transportation, the action plan and next steps to achieve the recommendations, and a compelling narrative about why the investments and strategic actions are needed.

6.1 Draft and Final Plan

Comments from the City staff on the draft plan will be incorporated into a draft for public and key stakeholder review. General public comments will be logged and addressed as appropriate in the final plan. Chapters of the TMP will be drafted as the content is developed.

6.2 Executive Summary

A concise, magazine-style executive summary will be prepared to convey the key points of the plan update and generate excitement for the plan's implementation. We will provide support during the City Council's engagement and adoption process, including presentations to the City Council as required.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~a. Workers' Compensation: Statutory~~

~~b. Employer's Liability~~

~~i. Each Accident: \$500,000~~

~~ii. Disease, Policy Limit: \$500,000~~

~~iii. Disease, Each Employee: \$500,000~~

~~c. General Liability~~

~~i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~d. Auto Liability~~

~~i. Combined Single: \$1,000,000~~

~~e. Excess or Umbrella Liability~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~f. Professional Liability:~~

~~i. Each Occurrence: \$1,000,000~~

~~ii. General Aggregate: \$2,000,000~~

~~g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C
Fee Schedule
Transportation Master Plan
City of Ankeny, IA

The proposed services will be completed for a fixed price of \$269,400.

The project fees for each task are provided below:

Task 1. Project Management & Meetings (\$39,580)

Task 2. Document Current and Future Transportation Conditions (\$54,150)

Task 3. Public Engagement and Stakeholder Input (\$56,200)

Task 4. Goals, Objectives, and Action Steps (\$29,750)

Task 5. Alternatives Analysis and Prioritization (\$49,620)

Task 6. Transportation Master Plan (\$40,100)

EXHIBIT D
Hourly Rate Schedule Range
Transportation Master Plan
City of Ankeny, IA

JANUARY 1, 2023

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	\$160.00	-	\$310.00
Project Engineers/Architects:	\$130.00	-	\$255.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$175.00	-	\$245.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$95.00	-	\$175.00
Office/Administrative:	\$80.00	-	\$135.00
Principals:	\$255.00	-	\$400.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

EXHIBIT E

Project Schedule

Transportation Master Plan

City of Ankeny, IA

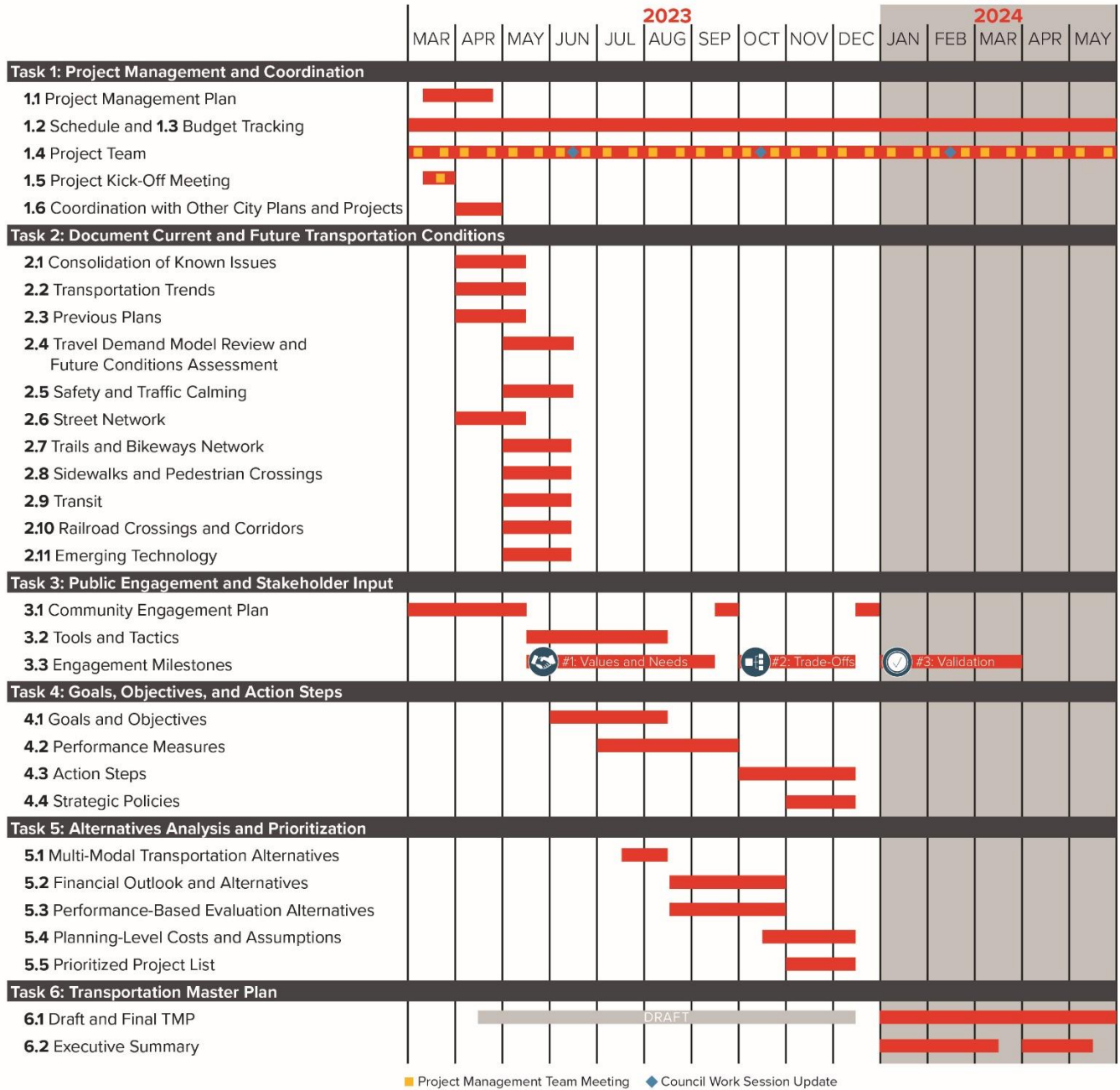


EXHIBIT F
Insurance Certificates
Transportation Master Plan
City of Ankeny, IA

(Certificates included on following pages)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2023

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

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

PRODUCER INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln, NE 68506	CONTACT NAME: Amanda J. White PHONE (A/C, No, Ext): 402-607-0012 FAX (A/C, No): 402-443-3571 E-MAIL ADDRESS: Amanda.J.White@MarshMMA.com														
INSURED JEO, Inc. 1937 N. Chestnut Street Wahoo, NE 68066	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C : Travelers Cas & Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Co of Amer	25674	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C : Travelers Cas & Surety Co of America	31194	INSURER D : Travelers Indemnity Co of America	25666	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	P630382R7536	09/01/2022	09/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8104N178342	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10000	X	X	CUP7J603455	09/01/2022	09/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB4J623381	09/01/2022	09/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab			105368866	09/01/2022	09/01/2023	\$3,000,000
C	Directors & Offic			105497045	09/01/2022	09/01/2023	\$1,000,000
C	Cyber Liability			105497045	09/01/2022	09/01/2023	\$1,000,000

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

City of Ankeny, IA Transportation Master Plan
JEO Project #222064

The City of Ankeny Iowa its officers and employees are included as an additional insured on a primary and non-contributory basis with regard to Generator Maintenance Services. Waiver of Subrogation is in favor of City of Ankeny.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny 401 West First Street Ankeny, IA 50023-1557	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Randall L. Estess</i>
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POLICY NUMBER: P-630-382R7536-TIA-22

EFFECTIVE DATE: 09-01-22

ISSUE DATE: 09-09-22

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
PN CN 24 02 21	LIBERALIZATION LTR-IM PROD MODERNIZATION
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE
IL T8 00	GENERAL PURPOSE ENDORSEMENT
IL T8 03	GENERAL PURPOSE ENDORSEMENT

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 01 07 94	MORTGAGEE HOLDER SCHEDULE
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T3 37 11 12	WINDSTORM OR HAIL DEDUCTIBLE
DX T4 92 11 12	TENANT MOVEBACK EXPENSES
DX T3 19 11 12	CAUSES OF LOSS-EQUIPMENT BREAKDOWN
DX T3 79 11 12	LOSS PAYABLE PROVISIONS
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX 01 02 07 22	KANSAS CHANGES
DX 01 24 07 00	NE CHANGES
DX T3 98 04 02	ELECTRONIC VANDALISM LIMITATION ENDT

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG T8 00	GENERAL PURPOSE ENDORSEMENT
CG T8 01	GENERAL PURPOSE ENDORSEMENT
CG T8 02	GENERAL PURPOSE ENDORSEMENT
CG D2 70 01 10	ADD'L INS ENGS, ARCHITECTS, SURVEYORS
CG D3 21 01 04	TOTAL GENERAL AGGREGATE LIMITED PROJECTS
CG D3 61 03 05	ADD'L INSURED-OWNERS, LESSEES, CONTRACTORS
CG D3 73 11 05	ADD'L INSURED, OWNERS, LESSEES, CONTRACTORS
CG D4 14 04 08	BLANKET ADDL INSD - WRITTEN CONTRACTS
CG D6 47 10 12	CONTRACTUAL LIABILITY - RAILROADS
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG 20 37 07 04	ADD INSURED-OWNRS, LESSEES, CONT COMPL OPS
CG 24 12 11 85	BOATS
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC

POLICY NUMBER: P-630-382R7536-TIA-22

EFFECTIVE DATE: 09-01-22

ISSUE DATE: 09-09-22

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D3 79 02 19	XTEND END FOR ARCHITECTS, ENG & SURVEY
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 64 11 03	EXCL-TEST/CONSULTING ERRORS AND OMISSION
CG D2 72 11 03	EXCL-INSPECTION/APPRaisal/SURVEY COMPANI
CG D2 93 11 03	EXCL-CONSTRUCT MANAGE ERRORS & OMISSIONS
CG D3 91 08 13	EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS
CG D4 18 11 09	EXCL - PROF SERV - ARCHITECT/ENG/SURVEY
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D7 76 01 16	UNMAN AIRCRAFT EXCL-EX DESIG AIRCRAFT & AI
CG D0 93 08 96	EXCL-COMPUTER SOFTWARE ERRORS & OMISSION
CG D1 42 02 19	EXCLUSION-DISCRIMINATION
CG D1 74 02 19	AMEND-POLL EXCL-INCL LTD COV POLL COSTS
CG D2 40 09 15	EXCLUSION -SILICA OR SILICA-RELATED DUST
CG F4 22 03 06	GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

INLAND MARINE

CM B0 72 02 18	MISC PROPERTY COVERAGE FORM DEC
CM B0 73 01 16	MISCELLANEOUS PROPERTY ITEM SCHEDULE
CM B0 96 01 21	CONTRACTORS EQUIPMENT COVERAGE FORM DEC
CM B0 97 01 21	CONTRACTORS EQUIPMENT SUPPLEMENTAL DEC
CM T0 11 08 05	TABLE OF CONTENTS
CM 00 01 09 04	COMMERCIAL INLAND MARINE CONDITIONS
CM T8 94 09 93	LOSS PAYABLE PROVISIONS
CM T2 39 01 16	MISCELLANEOUS PROPERTY COVERAGE FORM
CM T2 42 01 21	CONTRACTORS EQUIPMENT COVERAGE FORM
CM T3 98 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
CM T7 52 01 16	EARTH MOVEMENT EXCLUSION
CM T7 63 01 16	FLOOD EXCLUSION
CM U3 50 01 21	FLOOD EXCLUSION
CM U3 66 01 21	EARTH MOVEMENT EXCLUSION
CM 01 25 07 00	NEBRASKA CHANGES-INTENTIONAL ACTS

INTERLINE ENDORSEMENTS

IL T0 63 07 22	ACTUAL CASH VALUE
IL T3 68 01 21	FED TERRORISM RISK INS ACT DISCLOSURE
IL T4 05 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERT ACTS OF TERRORIS

POLICY NUMBER: P-630-382R7536-TIA-22

EFFECTIVE DATE: 09-01-22

ISSUE DATE: 09-09-22

INTERLINE ENDORSEMENTS (CONTINUED)

IL T4 27 06 19	ADDITIONAL BENEFITS
IL T4 40 10 20	PROTECTION OF PROPERTY
IL T3 82 05 13	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 05 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 59 09 07	NE CHANGES-FRAUD OR MISREPRESENTATION
IL T3 55 05 13	EXCLUSION OF CERTAIN COMPUTER LOSSES
IL T9 35 12 17	NE CHGES - CANCELLATION AND NONRENEWAL
IL T9 59 01 16	KS CHANGES-CONCEALMENT, MISREP OR FRAUD
IL T9 64 04 98	NEBRASKA CHANGES-APPRAISAL
IL T9 69 09 07	CO CHANGES CONCEAL MISREP OR FRAUD

POLICYHOLDER NOTICES

PN T1 89 06 99	JURISDICTIONAL INSPECTIONS NOTICE
PN T6 14 11 09	IMP NOTICE TO IOWA POLICYHOLDERS-ACV

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

POLICY NUMBER: 810-4N178342-22-43-G

EFFECTIVE DATE: 09/01/2022

ISSUE DATE: 09/09/2022

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T3 02 07 86	CALCULATION OF PREMIUM - COMPOSITE RATES
IL T8 25	CALCULATION OF PREMIUM - COMPOSITE RATES

COMMERCIAL AUTO

CA T0 01 02 15	BA- COVERAGE PART DECS (ITEMS 1 & 2)
CA T0 03 02 15	BUS AUTO COV PART DECLARATIONS-4&5
CA T0 30 02 16	BUSINESS AUTO/MC COV PART-UM SUPPL SCHD
CA T0 31 02 15	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 22 06 19	KANSAS CHANGES
CA 01 56 11 13	NEBRASKA CHANGES
CA 01 60 10 13	IOWA CHANGES
CA 20 01 10 13	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE
CA 20 55 10 13	FELLOW EMPLOYEE COVERAGE
CA 20 70 10 13	COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS
CA 21 12 10 13	IOWA UNINSURED AND UNDERINSURED MOTORIST COVERAGE
CA 21 37 02 20	KANSAS UNINSURED MOTORISTS COVERAGE
CA 21 70 10 13	NEBRASKA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 22 14 10 13	KANSAS PERSONAL INJURY PROTECTION
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 35 11 13	Nebraska Auto Medical Payments Coverage
CA 99 48 10 13	POLL LIAB-BUS AUTO/MOTOR CARRIER COV FRM
CA T4 52 02 16	SHORT TERM HIRED AUTO - ADDITIONAL INSURED AND LOSS PAYEE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T4 74 02 16	BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 21 12 17	NEBRASKA CHANGES - CANCELLATION
CA 02 65 01 16	KANSAS CHANGES - CANCELLATION AND NONRENEWAL
CA T9 03 02 15	PREMIUM REDUCTION FACTOR - KANSAS
CA T8 01 09 22	LENDER'S CERTIFICATE OF INSURANCE - FORM A
CA T8 02 09 22	LENDER'S CERTIFICATE OF INSURANCE - FORM A
CA T4 45 04 09	LOSS PAYABLE CLAUSE

INTERLINE ENDORSEMENTS

POLICY NUMBER: 810-4N178342-22-43-G

EFFECTIVE DATE: 09/01/2022

ISSUE DATE: 09/09/2022

INTERLINE ENDORSEMENTS (CONTINUED)

IL T4 05 05 19	DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 27 06 19	ADDITIONAL BENEFITS
IL T8 00 09 22	GENERAL PURPOSE ENDORSEMENT
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL 00 21 05 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 76 09 08	IOWA CHANGES - CANCELLATION AND NONRENEWAL
IL T3 05 07 15	INSURER AMENDMENT ENDORSEMENT
IL T0 10 12 86	LENDER'S CERTIFICATE OF INSURANCE - FORM A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and

- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: UB-4J623381-22-43-E

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 99 06 04 00 - 001	PARTICIPATING ENDORSEMENT - WISCONSIN
WC 99 06 07 00 - 001	PARTICIPATING ENDORSEMENT
WC 36 03 06 00 - 001	OREGON LIMITS OF LIABILITY
WC 36 06 02 00 - 001	OREGON CONFIDENTIALITY ENDORSEMENT
WC 36 06 04 00 - 001	OREGON AMENDATORY ENDORSEMENT
WC 99 06 U5 00 - 001	OHIO CANCELLATION AND NONRENEWAL ENDT
WC 00 03 03 C - 001	EMPLOYERS LIAB COVERAGE ENDT
WC 00 03 11 A - 001	VOLUNTARY COMP AND EMPLOYERS LIAB COV
WC 00 03 13 00 - 001	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWN R ENDT
WC 00 04 22 C - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 00 04 24 00 - 001	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 04 25 00 - 001	EXPER RATING MOD FACTOR REVISION ENDT
WC 99 03 A1 00 - 001	NOTICE OF CANCELLATION
WC 99 03 C3 00 - 001	SPECIAL PROVISIONS ENDT
WC 99 03 D3 A - 001	OHIO EMPLOYERS LIAB COVERAGE ENDT
WC 99 06 36 B - 001	CANCELLATION AMENDMENT - WASHINGTON
WC 99 06 R3 00 - 001	NOTICE OF CAN TO DESIGN PERSONS OR ORGAN
WC 00 04 21 E - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 00 04 21 F - 001	CATASTROPHE (O/T CERT ACTS OF TERR) ENDT
WC 99 04 08 00 - 001	PREMIUM DISCOUNT ENDORSEMENT
WC 99 01 19 C - 001	TRIPRA DISCLOSURE ENDORSEMENT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 05 04 02 00 - 001	COLORADO CLASSIFICATION ENDORSEMENT
WC 15 04 01 A - 001	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01 A - 001	KANSAS CANCELLATION AND NONRENEWAL ENDT.
WC 26 04 02 00 - 001	NE CONTRACTING CLASS PREM ADJUST END
WC 26 04 03 00 - 001	NE EXP RATING MOD FACTOR REV ENDT
WC 26 06 01 C - 001	NE CANCELLATION ENDT

POLICY NUMBER: UB-4J623381-22-43-E

**LISTING OF ENDORSEMENTS
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 36 04 06 00 - 001	OREGON PREMIUM DUE DATE
WC 36 06 01 E - 001	OR CANCELLATION ENDORSEMENT
WC 40 06 01 A - 001	SOUTH DAKOTA DIRECT ACTION STATUTE ENDT
WC 40 06 03 00 - 001	SOUTH DAKOTA MANAGED CARE ENDORSEMENT
WC 40 06 05 B - 001	SD CANCEL & NON RENEWAL
WC 48 06 01 C - 001	WISCONSIN LAW ENDORSEMENT
WC 48 06 06 B - 001	WISCONSIN CANCELLATION AND NON RENEWAL
WC 99 03 J9 00 - 001	KS WAIVER OF OUR RIGHT TO RECOVER

POLICY NUMBER: **UB-4J623381-22-43-E**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed North Four Mile Creek Trunk Sewer
Initiate Proceedings

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a Resolution regarding the North Four Mile Creek Trunk Sewer 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 North Four Mile Creek Trunk Sewer project includes the extension of a 30-inch sanitary sewer west/northwest along NE 54th Street to North Ankeny Blvd., then it will continue north approximately 1,000 lineal feet to the north end of the project in the City of Ankeny.

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

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 3, 2023, and no later than April 17, 2023. The contractor will have 110 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: February 20, 2023
2. Post Notice to Bidders and Notice of Public Hearing: February 22, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: March 3, 2023
4. Bid Opening (10:30 A.M., Public Services Building): March 14, 2023
5. Public Hearing and Contract Award: March 20, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as March 20, 2023, and setting the public hearing date as March 20, 2023, for the North Four Mile Creek Trunk Sewer 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 February 22, 2023, and to be published in the Des Moines Register on March 3, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

This project was previously sent out to contractors for bid opening on January 31, 2023. The public hearing was held on February 6, 2023, where it was recommended that the bids be rejected due to prices submitted. The project has been reduced in overall length eliminating area of concern for contractors while maintaining the same number of working days with the intention of getting an increase in interest in the project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the North

Four Mile Creek Trunk Sewer project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 3/14/23 @ 10:30 A.M. / date of hrg: 3/20/23 @ 5:30 P.M.)

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 NORTH FOUR MILE CREEK TRUNK SEWER, 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 NORTH
FOUR MILE CREEK TRUNK SEWER, 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 North Four Mile Creek Trunk Sewer; 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 North Four Mile Creek Trunk Sewer, 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 Four Mile Creek Trunk Sewer Project will extend a 30-inch sanitary sewer west/northwest along NE 54th Street to North Ankeny Boulevard, then it will continue north approximately 1000 LF to the north end of the project.

The Four Mile Creek Trunk Sewer project includes installation of approximately 2500 LF of 30-inch sanitary sewer with trenched and trenchless methods, 9 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous 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 14, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on March 20, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on March 20, 2023.

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

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

NORTH FOUR MILE CREEK TRUNK SEWER
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 **North Four Mile Creek Trunk Sewer** project at its meeting at **5:30 P.M. on the 20th day of March, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
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 **14th day of March, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 14th day of March, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 20th day of March, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 3, 2023 and no later than April 17, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2023.

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 Foth Infrastructure and Environment, LLC, 8191 Birchwood Court, Suite L, Johnston, IA 50131. 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 515-254-1393 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

NORTH FOUR MILE CREEK TRUNK SEWER

The Four Mile Creek Trunk Sewer Project will extend a 30-inch sanitary sewer west/northwest along NE 54th Street to North Ankeny Boulevard, then it will continue north approximately 1000 LF to the north end of the project.

The Four Mile Creek Trunk Sewer project includes installation of approximately 2500 LF of 30-inch sanitary sewer with trenched and trenchless methods, 9 EA of 60-inch sanitary sewer manholes, clearing and grubbing, erosion control, final surface restoration, and miscellaneous work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project in **one hundred ten (110) working days**. Full completion for the overall project shall be defined as all work including utility construction, surface restoration, 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 substantially 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 **20th day of February, 2023**.

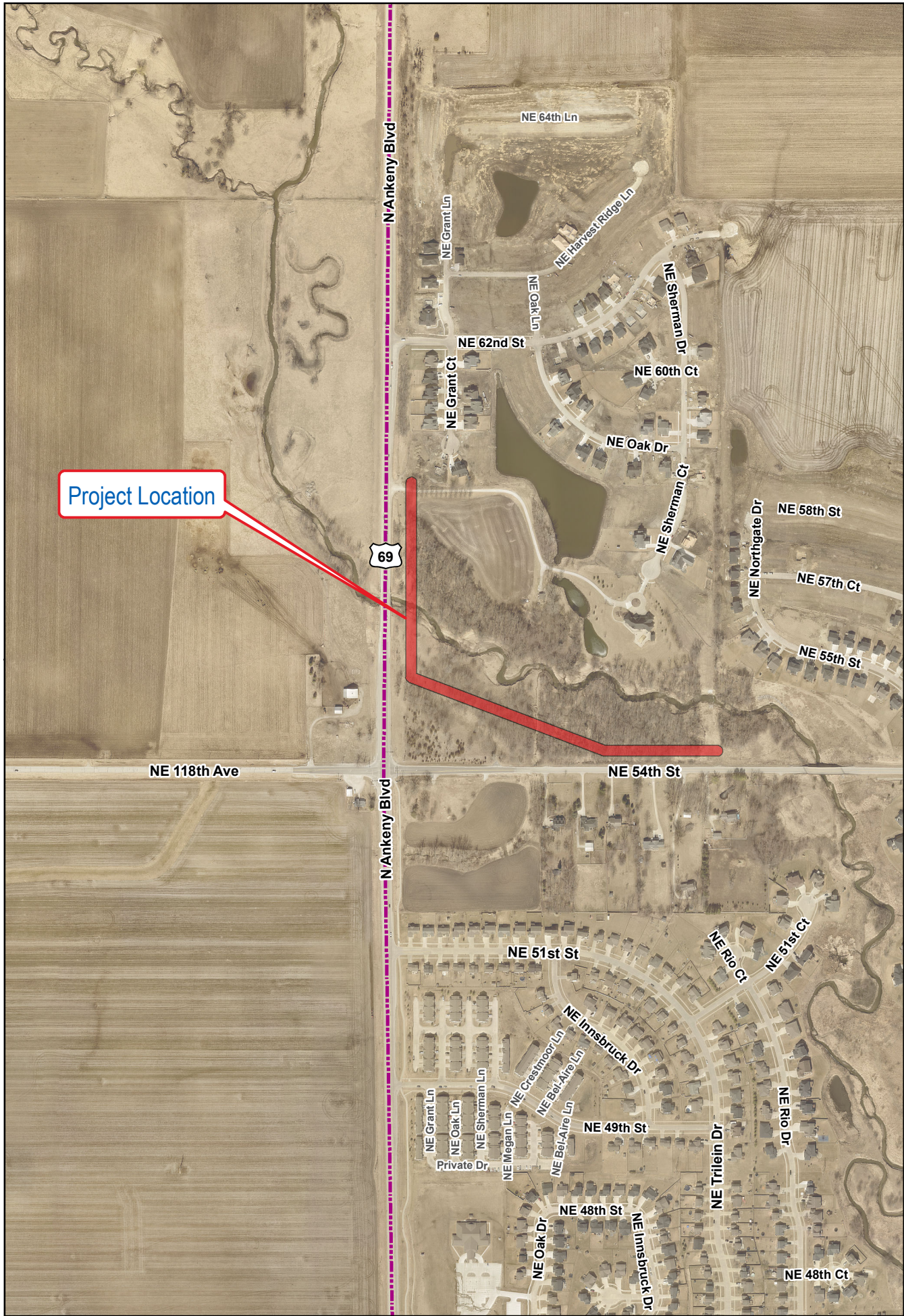
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **22nd day of February, 2023**.

Published in the Des Moines Register the **3rd day of March, 2023**.



Project Location



North Four Mile Creek Trunk Sewer



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed Maximum Property Tax Dollars for Fiscal Year July 1, 2023 - June 30, 2024
Set Public Hearing Date

EXECUTIVE SUMMARY:
Iowa Code Section 384.15A requires a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024. The public hearing establishing the maximum property taxes dollars must be held before the public hearing to adopt the FY 2024 Budget, which is scheduled for March 20, 2023 at 5:30 p.m.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:
Recommend setting a public hearing on the proposed maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024 for March 6, 2023 at 5:30 p.m. in the City Council Chambers at the Ankeny Kirkendall Public Library.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Public hearing notice was shared as a part of the Operating Funds Budget Workshop on February 13, 2023.

PUBLIC OUTREACH EFFORTS:

Public notice of such 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 beginning February 24, 2023.

ACTION REQUESTED:

Action: Consider motion to set a public hearing on the maximum property tax dollars for Fiscal Year July 1, 2023 - June 30, 2024 for March 6, 2023 at 5:30 p.m. and direct City Clerk to publish notice of such hearing.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Public Hearing

NOTICE OF PUBLIC HEARING - CITY OF ANKENY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/6/2023 **Meeting Time:** 05:30 PM **Meeting Location:** Ankeny Kirkendall Public Library

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption 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) 965-6409

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	4,476,429,489	4,808,196,283	4,808,196,283	
Tax Levies:				
Regular General	27,544,814	27,544,814	29,843,032	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement	2,462,036	2,462,036	2,644,508	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	30,006,850	30,006,850	32,487,540	8.26
Tax Rate	6.70330	6.24077	6.75670	

Explanation of significant increases in the budget:

The fiscal year July 1, 2023 - June 30, 2024 property tax levy is proposed to remain at \$9.90 per \$1,000 of taxable property tax valuation. The aviation authority and debt service property tax levies are not reflected in the table above, which includes a \$0.05 reduction in the debt service property tax levy. Additional revenues will be used to address increased service demands due to the City's growth.

If applicable, the above notice also available online at:

www.ankenyiowa.gov/207/budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Not to Exceed \$14,000,000 General Obligation Bonds
Initiate Proceedings

EXECUTIVE SUMMARY:
The not to exceed \$14,000,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The proposed 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 to initiate proceedings on the proposed not to exceed \$14,000,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$14,000,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes (ECP)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES (ECP)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$14,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES (ECP)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$14,000,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$14,000,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the opening, widening, extending, grading, and draining

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

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$14,000,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR ESSENTIAL CORPORATE PURPOSES (ECP)), AND
THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$14,000,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; equipping of fire, police, sanitation, street, and civil defense departments and the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; and acquisition of peace officer communication equipment and other emergency services communication equipment and systems.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this 20th day of February, 2023.

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 21st day of February, 2023.

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Not to Exceed \$300,000 General Obligation Urban Renewal Bonds
Initiate Proceedings

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

FISCAL IMPACT: **Yes**
The proposed General Obligation Urban Renewal Bonds (for urban renewal purposes) will be repaid with tax increment financing (TIF) revenues.

CITY MANAGER'S RECOMMENDATIONS:
Recommend to initiate proceedings on the proposed not to exceed \$300,000 General Obligation Urban Renewal Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for urban renewal purposes (UR)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES (UR)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$300,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR URBAN RENEWAL PURPOSES (UR)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 236-91, adopted December 2, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the 1991 City of Ankeny Urban Renewal Plan (the "Plan") for the 1991 City of Ankeny Urban Renewal Area (the "Area" or "Urban Renewal Area"), which Plan is on file in the office of the Recorder of Polk County, Iowa; and

WHEREAS, by Resolution No. 2018-149, adopted March 19, 2018, this Council approved and adopted the Amended and Restated 1991 City of Ankeny Urban Renewal Plan (the "Amended and Restated Plan" or "Plan") for the Urban Renewal Area; and

WHEREAS, by Resolution 2019-089, adopted March 4, 2019, this Council approved and adopted an Amendment No. 1 to the Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the Area; and

WHEREAS, by Resolution 2021-373, adopted October 4, 2021, this Council approved and adopted an Amendment No. 2. to the Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the Area; and

WHEREAS, Amendment No. 3 to the Plan adding the projects contemplated herein is slated for consideration on March 6, 2023; and

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Urban Renewal Bonds, to the amount of not to exceed \$300,000, as authorized by Chapters 384 and 403, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out urban renewal purpose project(s) as hereinafter described; and

WHEREAS, before bonds may be issued, it is necessary to comply with the procedural requirements of Chapters 384 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such bonds and the right to petition for an election.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds, for urban renewal purposes, the proceeds of which bonds will be used to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$300,000
GENERAL OBLIGATION URBAN RENEWAL BONDS OF
THE CITY (FOR URBAN RENEWAL PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$300,000 General Obligation Urban Renewal Bonds, for urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of chapter 403 and the Urban Renewal Plan for the 1991 Urban Renewal Area, as amended, including the Uptown Parking Improvements project.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Chapters 384 and 403 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Chapters 384 and 403 of the Code of Iowa.

Dated this 20th day of February, 2023.

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 21st day of February, 2023.

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Not to Exceed \$700,000 General Obligation Bonds
Initiate Proceedings

EXECUTIVE SUMMARY:
The not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Fire Station No. 4 project in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The proposed General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

CITY MANAGER'S RECOMMENDATIONS:
Recommend to initiate proceedings on the proposed not to exceed \$700,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-1)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES (GCP-1)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES (GCP-1)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be

used to provide funds to pay the costs of the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4 and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$700,000
GENERAL OBLIGATION BONDS OF THE CITY (FOR
GENERAL CORPORATE PURPOSES (GCP-1)), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the acquisition, construction, reconstruction, and improvement of city facilities, including the construction of Fire Station No. 4.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this 20th day of February, 2023.

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 21st day of February, 2023.

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Not to Exceed \$700,000 General Obligation Bonds
Initiate Proceedings

EXECUTIVE SUMMARY:
The not to exceed \$700,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program and Prairie Ridge Sports Complex Tennis Courts Overlay projects in the 2023 Capital Improvement Program.

FISCAL IMPACT: **Yes**
The proposed General Obligation Bonds (for general corporate purposes) will be repaid with property taxes, specifically those collected through the City's debt service levy.

CITY MANAGER'S RECOMMENDATIONS:
Recommend to initiate proceedings on the proposed not to exceed \$700,000 General Obligation Bonds.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The 2023-2027 Capital Improvement Program and financial plan were presented and reviewed by the City Council at the November 7, 2022 and November 14, 2022 Council Action Planning Sessions.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed \$700,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes (GCP-2)), and providing for publication of notice thereof (date of hrg: 3/06/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES (GCP-2)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES (GCP-2)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be

used to provide funds to pay the costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF
THE PROPOSED ISSUANCE OF NOT TO EXCEED \$700,000
GENERAL OBLIGATION BONDS OF THE CITY (FOR
GENERAL CORPORATE PURPOSES (GCP-2)), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreation grounds, recreation buildings, juvenile playgrounds, recreation centers, parks, and the acquisition of real estate therefor.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this 20th day of February, 2023.

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 21st day of February, 2023.

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Not to Exceed \$13,000 Lease Agreements
Initiate Proceedings

EXECUTIVE SUMMARY:
The not to exceed \$13,000 lease agreements are being proposed to fund the replacement of postage equipment at City Hall and the Ankeny Kirkendall Public Library, both payable from the general fund.

FISCAL IMPACT: **Yes**
The postage machine lease payments will total \$12,647.40 over the 60-month lease period. The City Hall postage machine will be billed at \$409.02 quarterly and the Ankeny Kirkendall Public Library postage machine will be billed at \$223.35 quarterly.

CITY MANAGER'S RECOMMENDATIONS:

Recommend to initiate proceedings on the proposed not to exceed \$13,000 lease agreements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a public hearing on the proposition to authorize lease agreements payable from the general fund in the principal amount of not to exceed \$13,000 for personal property for use by the City, and providing for publication of notice thereof (postage equipment) (date of hrg: 3/06/23 @ 5:30 p.m.).

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Master Lease Agreement
 Participating Addendum
 Lease Agreement - City Hall
 Lease Agreement - Library

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION TO AUTHORIZE LEASE AGREEMENTS PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$13,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF (POSTAGE EQUIPMENT)", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSITION TO AUTHORIZE LEASE AGREEMENTS PAYABLE FROM THE GENERAL FUND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$13,000 FOR PERSONAL PROPERTY FOR USE BY THE CITY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF (POSTAGE EQUIPMENT)

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, Iowa, should enter into Lease Agreements, a copy of which is available at City Hall, in the aggregate principal amount of not to exceed \$13,000 as authorized by Section 364.4 of the Code of Iowa, for the purpose of providing funds to pay costs of leasing two postage machines for city facilities; and

WHEREAS, the term of the proposed leases does not exceed the economic life of the property to be acquired; and

WHEREAS, the Lease Agreements shall be payable from the General Fund of the City, and aggregate annual payments due on the proposed Lease Agreements and all other lease or lease-purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified general fund budget amount; and

WHEREAS, before the Lease Agreements may be authorized, it is necessary to comply with the provisions of said Code, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the

Lease Agreements and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the authorization of Lease Agreements payable from the General Fund, in the principal amount of not to exceed \$13,000, the proceeds of which will be used to provide funds to pay costs of leasing two postage machines for city facilities.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the authorization of said agreement.

Section 3. The notice of the proposed action to authorize said agreement shall be in substantially the following form:

NOTICE OF MEETING OF THE COUNCIL OF THE CITY OF
ANKENY, IOWA, ON THE MATTER OF THE PROPOSED
AUTHORIZATION OF LEASE AGREEMENTS (GENERAL
FUND) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED
\$13,000, FOR PERSONAL PROPERTY FOR USE BY THE
CITY, AND THE PUBLIC HEARING ON THE
AUTHORIZATION THEREOF (POSTAGE EQUIPMENT)

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, Iowa, will hold a public hearing on the 6th day of March, 2023, at 5:30 P.M., in the Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of Lease Agreements payable from the General Fund, in the principal amount of not to exceed \$13,000, the proceeds of which will be used in order to provide funds to pay costs of leasing two postage machines for city facilities. Aggregate annual payments due from the general fund of the City on the proposed Lease Agreements and all other lease and lease-purchase agreements in force on the date of authorization will not exceed ten (10) percent of the last certified general fund budget amount.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said agreement or will abandon the proposal.

This notice is given by order of the City Council of Ankeny, Iowa, as provided by Section 364.4 of the Code of Iowa, as amended.

Dated this 20th day of February, 2023.

City Clerk of Ankeny, Iowa

Published in the Des Moines Register on the 21st day of February, 2023.

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



The State of Arizona
State Procurement Office

In conjunction with



**NASPO ValuePoint Master Agreement for
Mailing Equipment, Supplies and
Maintenance**

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137



Request for Proposal

Solicitation No. **BPM003137**

Description:

Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Mailing Equipment, Supplies, and Maintenance in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	8/30/21	AA						
	Date		initial						
Revised Offers:	2.	X	X	3.	X	X	4.	X	X
	date #1		initial	date #1		initial	date #1		initial
	5.	X	X	6.	X	X	7.	X	X
	date #4		initial	date #5		initial	date #6		initial
Best and Final Offer:	8.	X	X						
	Date		initial						

Pitney Bowes Inc.

Offeror company name

Signature of person authorized to sign Offer

3001 Summer St.

Address

Arthur E. Adams Jr., Director, Government Contract Compliance

Printed name and title

Stamford, CT 06926

City | State | ZIP

Bill Walter, Vice President, Government and GPOs

Contact name and title

06-0495050

Federal tax identifier (EIN or SSN)

Bill.walter@pb.com

Contact Email Address

480-206-2984

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058808**

The effective date of the Contract is: **5/15/2022**

Date

Contract awarded **1/25/2022**

Date

Nyesha Daley

Nyesha Daley, PhD



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

☒	<u>Postage Meter Rental (to include Legacy Postage Meters)</u>
☒	<u>Mailing Systems, Ultra Low Volume</u>
☒	<u>Mailing Equipment, Mailing Systems, Low Volume</u>
☒	<u>Mailing Equipment, Mailing Systems, Medium Volume</u>
☒	<u>Mailing Systems, High Volume</u>
☒	<u>Mailing System, Production</u>
☒	<u>Integrated Postal Scales</u>
☒	<u>Letter Openers, Low Volume</u>
☒	<u>Letter Openers, High Volume</u>
☒	<u>Letter Folders, Low Volume</u>
☒	<u>Letter Folders, High Volume</u>
☒	<u>Inserters, Production</u>
☒	<u>Folder/Inserters, Low volume</u>
☒	<u>Folders/Inserters, Medium Volume</u>
☒	<u>Folders/Inserters, High Volume</u>
☒	<u>Folders/Inserters, Production</u>
	<u>Envelope Mail Labeler, Low Volume</u>
	<u>Envelope Mail Labeler, Medium Volume</u>
	<u>Envelope Mail Labeler, High Volume</u>
	<u>Envelope Mail Labeler, Production</u>
☒	<u>Envelope Addressing System, Ink Jet, Low Volume</u>
☒	<u>Envelope Addressing System, Ink Jet, Medium Volume</u>
☒	<u>Envelope Addressing System, Ink Jet, High Volume</u>
	<u>Envelope Addressing System, Ink Jet, Production</u>
	<u>Tabbers, Low Volume</u>
	<u>Tabbers, Medium Volume</u>
☒	<u>Tabbers, High Volume</u>
	<u>Tabbers, Production</u>
	<u>Check Imprinting/Endorsing</u>
	<u>Pressure Sealing, Production</u>
	<u>Bursting Equipment, Production</u>
	<u>Pre-sorting Equipment, Production</u>
	<u>Extractors</u>
☒	<u>Mailing Furniture (general)</u>
☒	<u>Software, License and Subscription</u>
☒	<u>Software Integration</u>

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Section 1	NASPO ValuePoint Solicitation - General Information
Section 2	Solicitation Requirements, Information and Instructions to Offerors
Section 3	Scope of Work
Section 4	NASPO ValuePoint Master Agreement Statement of Compliance
Section 5	Price and Cost Proposal
Section 6	NASPO ValuePoint Master Agreement Terms and Conditions
Section 7	Lead State (State of Arizona) Terms & Conditions <i>7.1 State of Arizona Special Terms and Conditions</i> <i>7.2 State of Arizona Uniform Terms and Conditions</i>
Attachments	Additional Participating States' Terms and Conditions

REQUEST FOR PROPOSAL

Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office (“Lead State”) is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

- | | |
|---|--|
| 1.1 Arizona Procurement Code;
A.R.S.;
A.A.C. | "Arizona Procurement Code" means, collectively, Title 41 Chapter 23, <i>et. sequitur</i> , in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 <i>et. sequitur</i> in the Arizona Administrative Code (abbreviated "A.A.C.").

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, |
|---|--|

therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

“Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award	“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)	“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted. “Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315. “Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered. Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.11 Offeror	“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.
1.12 Pricing Document	“Pricing Document” means <u>Section 2-B</u> of the Solicitation Documents. Also known as Pricing Document as defined in the <u>Special Terms and Conditions</u>.
1.13 The State’s e-Procurement System	“The State’s e-Procurement System” is defined in paragraph 1.16 of the <u>Special Terms and Conditions</u>.
1.14 Procurement Officer	“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.
1.15 Small Business	“Small Business” means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.
1.16 Solicitation	“Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
2. a request for proposals ("RFP") under A.R.S. § 41-2534;
3. a request for quotations ("RFQ") under A.R.S. § 41-2535;
or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.17 Solicitation Amendment	"Solicitation Amendment" means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
1.18 Solicitation Summary	"Solicitation Summary" means <u>Section 1</u> of the Solicitation Documents.
1.19 State	"State" is defined in paragraph 1.11 of the <u>Uniform Terms and Conditions</u> .
1.20 Subcontract	"Subcontract" is defined in paragraph 1.13 of the <u>Uniform Terms and Conditions</u> .
1.21 Subcontractor	"Subcontractor" is defined in paragraph 1.19 of the <u>Special Terms and Conditions</u> .

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or "Solicitation" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (<https://app.az.gov>); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (<https://app.az.gov>). All interested Proposers shall utilize the Q&A functionality provided through APP (<https://app.az.gov>). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the “Confidential” section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

2331 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “Confidential” and, the State of Arizona’s Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as “Confidential” wherever it appears. Until a written determination is made, the State of Arizona’s Procurement Officer shall not disclose information designated as “Confidential” except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona’s Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona’s Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2332 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

- 2.3.3.2.1 In the event that a limited amount of “Confidential, Protected or Proprietary” information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror’s proposal response which is clearly marked as “Confidential”. In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.
- 2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as “Confidential”, may exclude the Offer from evaluation or consideration for award.
- 2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as “Confidential”. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.
- 2.3.3.2.4 Information included in the “Confidential” section of an Offeror’s proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona’s eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona’s Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror’s preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.**

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.

Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.

An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

order for it to be completely/properly received and evaluated. Prior review of the guides available via <https://app.az.gov> and on <https://spo.az.gov> "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2432 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (<https://app.az.gov>) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2441 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2442 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2451 Waive any minor informality;

2452 Reject any and all Offers or portions thereof; or,

2453 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2461 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2462 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(<https://app.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 2.6.7 Whether the Offer limits the rights of the State;
- 2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;
- 2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (<https://app.az.gov>). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

- 2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
- 2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

- 3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.
- 3.2.1.1. **Printers** – The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.
- 3.2.1.2. **Computers** - The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.
- 3213 **Furniture** - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.
- 3214 **Accessories** – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

- 321.5 **Trade In/Buy Back** - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.
- 321.6 All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

- 3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

- 3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.
- The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

- 3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractor's equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

- 3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - A section on the primary points of contact for sales, training and maintenance/service
 - All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

- 3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:
 - 3.7.1.1 Assemble, Production Equipment Only
 - 3.7.1.2 Software Installation/Integration
 - 3.7.1.3 Design, Production Equipment only
 - 3.7.1.4 Maintenance, Annual and Time and Material
 - 3.7.1.5 Legacy Maintenance
 - 3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

- 3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

- 3.8.2 *Repair or Replacement of Unsatisfactory Equipment.*

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

- an equipment stoppage or malfunction.
- 3.10.12 A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.
- 3.10.13 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.
- 3.10.14 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.
- 3.10.15 Consumable supplies shall be billed separately.
- 3.10.16 If the equipment includes licensed software, the Contractor shall provide software support.
- 3.10.17 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.
- 3.10.18 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

- 3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.
- 3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

- 3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.
- 3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.
- 3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor's responsibility to communicate all updates, patches, and new releases/versions to all end users. No additional fee shall be charged for installation of the upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

- 3.17.1 *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.
- 3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.
- 3.17.3 *Contract Reviews.* The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contractor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

- 3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.
- 3.18.2 *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.
- 3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

- 3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shall maintain a record of all sales promotions and make it available upon request.
- 3.18.5 *Extra-contractual Products and Services Prohibited.* Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed on a master account or paid by a purchase card.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems. Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

-
- Manual Feed.
 - Must meter, date envelopes.
 - Handles mail envelopes from 3½" x 5" to 12" x 15".
 - Interfaces with postage scales.
 - Must include locking key or security feature.
 - Must imprint postage from \$0.01 to \$99.99.
 - Must have replaceable ink cartridge.
 - Must have wet or dry tape system for oversize packages.

Mailing Equipment. Mailing Systems. Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½" x 5" to 12" x 15".
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from \$0.01 to \$99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers. Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers. High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders. Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders. High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
- Able to process Multiple Folds.

Inserters. Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters. Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler. Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers. Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Tabbers. Production

- Complies with all USPS® regulations.
- Single-tab speeds greater than 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing. Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety device.

Bursting Equipment. Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment. Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Station.
- Various rates of speed.
- Ability to process the entire range of USPS.

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing device or equipment.
- Regular paper is not included in this category.
- Labels for addressing and other mailroom purposes are included.

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation. Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency's request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.



Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that:
- (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code. A.R.S. §§ 41-2501 *et seq.*, the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:

Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September Due October 31

FY Q2, October through December Due January 31

FY Q3, January through March Due by April 30

FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

- 1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- ☐ Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- ☐ Workers' Compensation Statutory
- ☐ Employers' Liability
- ☐ Each Accident \$1,000,000
- ☐ Disease – Each Employee \$1,000,000
- ☐ Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

☐ Each Claim	\$2,000,000
☐ Annual Aggregate	\$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

☐ Each Claim	\$2,000,000
☐ Annual Aggregate	\$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One(1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

STATE OF CALIFORNIA - ADDITIONAL TERMS

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Master Agreement #: **enter number** (hereinafter "Master Agreement")

Contractor: **enter NAME (Contractor)** (hereinafter "Contractor")

Participating State: **STATE OF HAWAII** (hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. insert VL/PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number **insert contract number** with **insert contractor name**.

1. Scope: This addendum covers the **[contract title]** led by the State of **[xxxxxx]** for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.
2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Name
Address:	Address
Telephone:	Phone
Fax:	Fax
Email:	email

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Participating State

Name:	Name of Purchasing Specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 98613
Telephone:	Phone Number
Fax:	(808) 586-0540
Email:	Purchasing Specialist E-mail Address

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Changes:

- A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 3 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity
Unit of Measure
Item No. Part Number (if applicable)
MSRP List Price
NASPO ValuePoint Contract Price

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.
- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
1. Chapter 237, General Excise Tax Law;
 2. Chapter 383, Hawaii Employment Security Law;
 3. Chapter 386, Workers' Compensation;
 4. Chapter 392, Temporary Disability Insurance;
 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

I. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

J. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage

Limits

Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc. Use as applicable.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Information, unauthorized access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. – use as applicable

Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor's policy, shall contain the following clauses:

A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

5. Lease Agreements: Leasing is not authorized by this Addendum. **Adjust as applicable.**

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **insert Lead State**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are **(or are not)** allowed under this Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. **add number** and the NASPO ValuePoint Master Agreement Number **add number**.

Purchase Orders and Payments shall be made to add **contractor name** or authorized subcontractors, if any.

Invoices and Payment Instructions:

Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: Bonnie Kahakui	Name:
Title: Acting Administrator, SPO	Title:
Date:	Date:

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

APPROVED AS TO FORM:

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Name
Telephone:	Phone
Email:	email

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Cooperative Participation

State of Illinois Specific Terms and Conditions

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet a Illinois Business Enterprise Program goal (30 ILCS 575/).

Title 21 STATE PROCUREMENT REGULATIONS

Subtitle 07 CONTRACT TERMS AND CONDITIONS

Chapter 01 Mandatory Contract Provisions — All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503;
State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114;
Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

.01 Parties to the Contract.

Mandatory provision for all contracts.

.02 Scope of Contract.

Mandatory provision for all contracts. This provision shall reflect the unilateral right of the State to order in writing changes in the work within the scope of the contract.

.03 Compensation and Method of Payment.

Mandatory provision for all contracts. The contractor's taxpayer identification number consisting of the Social Security number for individuals and sole proprietors and the federal employer identification number for all other types of organizations shall be indicated in this clause.

.04 Contract Modifications.

Mandatory provision for all contracts.

.05 Non-Hiring of Officials and Employees.

Mandatory provision for all contracts: "No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

.06 Disputes.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Disputes Clause (short form). "This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

B. Alternate Disputes Clause (long form).

"(1) This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

STATE PROCUREMENT REGULATIONS

21.07.01.07

(7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

.07 Maryland Law Prevails.

Mandatory provision for all contracts unless otherwise authorized by the Board of Public Works.

.08 Nondiscrimination in Employment.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor agrees:(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection(a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

.09 Contingent Fee Prohibition.

Mandatory provision for all contracts:

"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

.10 Multi-Year Contracts Contingent Upon Appropriations.

Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:

"If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

.11 Termination for Default.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Clause — Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory

performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

B. Alternate Clause — Termination for Default (long form).

"(1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:(a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

"(2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

"(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

"(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

"(5) If this contract is terminated as provided in paragraph(1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

"(6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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"(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

.12 Termination for Convenience.

A. Except as provided in §B of this regulation, mandatory provision for all contracts. One of the following clauses is preferred:

(1) Alternate Clause — Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

(2) Alternate Clause — Termination for Convenience (long form).

"(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

"(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the State, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

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The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the State shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

"(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one(1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"(4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

"(5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (2)(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under(i) above); and

(iii) a sum, as profit on(i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination

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and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under(a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (2)(g).

"(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this contract.

"(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following:(a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

"(8) In arriving at the amount due the Contractor under this clause there shall be deducted(a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

"(9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

"(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

"(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall—from the effective date of termination until the expiration of three years after final settlement under this contract—preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

B. Leases of Real Property.

(1) Inclusion of a termination for convenience clause in a real property lease is discretionary with the Board of Public Works, upon recommendation of the Secretary of General Services.

(2) In recommending the exclusion of a termination for convenience clause in a real property lease, the Secretary shall consider such factors as:

(a) The practicality of including the termination for convenience clause in a lease of real property located in another state or overseas when the demand for property of a particular type or in some particular geographic location is extremely intense, or when the contents of a lease are established by a foreign government and are effectively non-negotiable, or both;

(b) The perception of some landlords that the termination for convenience clause permits the State to unilaterally convert a fixed term lease to a day-to-day lease; or

(c) The prospects that some lending institutions may reject loan requests from landlords owning property that the State might wish to lease but that must be first upgraded at the owner's expense to meet State User Agency Requirements.

.13 Delays and Extensions of Time.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

.14 Liquidated Damages.

Mandatory provision for:

- A. All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and
- B. Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

.15 Variations in Estimated Quantities.

Mandatory provision for all contracts that contain estimated quantity items.

.16 Suspension of Work.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State."

.17 Pre-existing Regulations.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

.18 Payment of State Obligations.

Mandatory provision for all contracts. The following clause is preferred:

"Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

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The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."

.19 Financial Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with the provisions of State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000."

.20 Political Contribution Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html."

.21 Retention of Records.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times."

.22 Compliance with Laws.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

.23 Cost and Price Certification.

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see Regulation .24)) if the contract or modification exceeds \$100,000 or a smaller amount

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determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

"A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

"(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

"(2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

"B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

.24 Truth-In-Negotiation Certification.

Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows:

"Truth-In-Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

"A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

"B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

"C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

.25 Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship

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and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

STATE PROCUREMENT REGULATIONS

21.07.01.26

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

.26 Commercial Nondiscrimination Clause.

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

.27 Performance and Payment Bonds.

This regulation is added as a separate pdf form within this chapter.

.27 Performance and Payment Bonds.

Mandatory provision for contracts exceeding \$100,000 with surety bond requirements:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20 ____
Description of Contract	Date Bond Executed _____, 20 ____
Contract Number: _____	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the

corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(SEAL)	(Corporate Surety)
_____		By: _____ (SEAL)
Signature		Title _____
Bonding Agent's Name: _____		_____
		(Business Address of Surety)
Agent's Address _____		

Approved as to legal form and sufficiency this
 _____ day of _____ 20____

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____, 20____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other

purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:

Individual Principal

Witness:

_____ as to

_____ (SEAL)

In Presence of:

Co-Partnership Principal

Witness:

_____ (SEAL)

(Name of Co-Partnership)

By: _____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

_____ (SEAL)

_____ as to

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____	By: _____ CORPORATE
Corporate Secretary	President SEAL

	(Corporate Surety)
Attest:	By: _____ (SEAL)
	Title _____
Signature _____	
Bonding Agent's Name: _____	_____
	(Business Address of Surety)
Agent's Address _____	

Approved as to legal form and sufficiency this
_____ day of _____ 20____

Asst. Attorney General

.28 Performance and Payment Bonds — Multiyear Annual and Renewable.

This regulation is added as a separate pdf form within this chapter.

.28 Performance and Payment Bonds—Multiyear Annual and Renewable.

Optional forms for multiyear contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(Corporate Surety)
(SEAL)	By: _____ (SEAL)
Signature	Title _____
Bonding Agent's Name: _____	
Agent's Address _____	(Business Address of Surety)

Approved as to legal form and sufficiency this
_____ day of _____ 20 _____

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date Bond Executed
_____	_____, 20____
	Initial Term Fiscal Year Ending
	June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Oblige named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Oblige in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Oblige of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of a Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of a Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and

each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ _____ as to	Individual Principal _____ (SEAL)
In Presence of: Witness: _____ _____ as to _____ as to _____ as to	Co-Partnership Principal _____ (SEAL) (Name of Co-Partnership) By: _____ (SEAL) _____ (SEAL) _____ (SEAL)
Attest: _____ Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX By: _____ CORPORATE President SEAL
Attest: _____ (SEAL) Signature Bonding Agent's Name: _____ Agent's Address _____	_____ (Corporate Surety) By: _____ (SEAL) Title _____ _____ (Business Address of Surety)

Approved as to legal form and sufficiency this
 _____ day of _____ 20 ____

 Asst. Attorney General

STATE PROCUREMENT REGULATIONS

21.07.01.28

Administrative History

Effective date: July 1, 1981 (8:13 Md. R. II-5)

Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)

Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)

Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)

Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .14 amended effective May 13, 2013 (40:9 Md. R. 789); July 15, 2019 (46:14 Md. R. 623)

Regulation .18 amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .19 amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946); May 13, 2013 (40:9 Md. R. 789)

Regulation .25C amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .25D amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18 Md. R. 1294); emergency status rescinded effective October 16, 1997 (24:23 Md. R. 1608)

Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)

Regulation .26A amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26B amended effective March 5, 2012 (39:4 Md. R. 338)

Regulation .27 adopted effective July 15, 2019 (46:14 Md. R. 623)

Regulation .28 adopted effective July 15, 2019 (46:14 Md. R. 623)

Maryland State Admin Fee: Estimated at 1%, but any fee will be determined at such time Maryland may elect to negotiate any Participating Addendum.

**STATE OF TENNESSEE PARTICIPATING ADDENDUM
TO NASPO RFP AZ-BPM003137
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE**

A. SCOPE: This State of Tennessee Participating Addendum (hereinafter "Contract") by and between the State of Tennessee ("hereinafter "State") and **Company(ies)** (hereinafter "Contractor") is for the provision of Mailroom Equipment, Supplies and Maintenance.

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

B. TERM OF CONTRACT:

The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date shall be incorporated into this Participating Addendum upon approval by the Participating State.

Special note regarding Term of Contract. The NASPO ValuePoint term is a one (1) year contract term ending **DATE**, with four (4) additional one-year options to renew. No new leases will be entered beyond the end of year five (5) (**DATE**) from the resulting contract. The remaining five (5) years of the Edison statewide contract will allow agencies to complete the existing lease terms.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be four million seven hundred thirty-five thousand five hundred dollars (\$4,735,500.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred sixty-five (365) days ("Firm Price Period").

a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Appendix # and as authorized by the State in a total

amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: **State Agency & Division Name;**
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Mr. Erik Busby, Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Erik.Busby@tn.gov
Telephone # 615-253-8900
FAX # 615-741-0684

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.17. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.18. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this

Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.25. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will

not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.26. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the NASPO solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and

omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims,

errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

- E.2. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b. Tennessee local governmental agencies;
 - c. members of the University of Tennessee or Tennessee Board of Regents systems;
 - d. any private nonprofit institution of higher education chartered in Tennessee; and,
 - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.3. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a. Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than thirty (30) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 30th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

- b. Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.4. State of Tennessee Administrative Fee. A one percent (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract

usage of all Authorized Users. The administrative fee is due to the State no later than sixty (60) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:
Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: CPO.SWC@tn.gov

- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to this Participating Addendum (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either

as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.16. Clean Air Act and Federal Water Pollution Control Act. If applicable, and as a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 et

seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to FEMA and the Region 4 Office of the Environmental Protection Agency.

- E.17. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.18. Procurement of Recovered Materials. If applicable:
- a) In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
 - b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive.
 - c) Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - d) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- E.19. Access to Records. If FEMA funds are used in whole or in part:
- a) The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E.20. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- E.21. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E.22. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- E.23. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E.24. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.25. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the

Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: **[number of hours/minutes]**
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: **[number of hours/minutes]**
 - (2) The Contractor and any Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production

data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.26. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.27. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8).

"Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215> directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? ☐ Yes ☐ No		
If yes, which designation does the Respondent qualify? ☐ MBE ☐ WBE ☐ DSBE ☐ SDVBE ☐ SBE		
Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

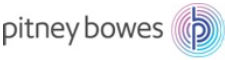
If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____

Printed Name and Title of Signatory _____



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF ANKENY DBA CITY HALL	426004235

Sold-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Michelle Yuska	5159656405	0013007176

Bill-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Michelle Yuska	5159656405	0013007176	myuska@ankenyiowa.gov

Ship-To: Address
410 W 1ST ST, ANKENY, IA, 50023-1566, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Michelle Yuska	5159656405	0013007176

PO #
*

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	993-4B	DM400C Return Kit - Upgrade to 9H00
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	COVER-SPCA	Protective Dust Cover - SendPro C Auto
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale

1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS2	Softguard For SendPro C500
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 136.34	\$ 409.02

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
- ☒ Tax Exempt Certificate Not Required
- ☐ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

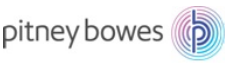
Print Name

Title

Date

Sales Information

Valarie Fontana	valarie.fontana@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)	
City Of Ankeny dba KIRKENDALL LIBRARY			426004235	
Sold-To: Address				
410 W 1ST ST, Ankeny, IA, 50023, US				
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #
Michelle Yuska		5159656405		0010444780
Bill-To: Address				
410 W 1ST ST, Ankeny, IA, 50023, US				
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #
Michelle Yuska		5159656405		0010444780
Bill-To: Email				
myuska@ankenyiowa.gov				
Ship-To: Address				
410 W 1ST ST, Ankeny, IA, 50023, US				
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #
Michelle Yuska		5159656405		0010444780
PO #				
.				

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C2C1	C425 SendPro C - 5lb Scale Bundle
1	CAAB	Basic Cost Accounting
1	DM2RKL	Return Kit for DM200/225 - Large
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker

1	ME1A	Meter Equipment - C Series
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 74.45	\$ 223.35

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

- ☐ Tax Exempt Certificate Attached
 ☒ Tax Exempt Certificate Not Required

☐ Purchase Power® transaction fees included
 ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Christopher Majchrzak	christopher.majchrzak@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



ANKENY CITY COUNCIL

City Council Agenda

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

February 20, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Council Action Planning Session - 2/27/23 @ 5:30 p.m.*
- *Public Hearing - N Ankeny Blvd & 18th St Intersection Improvements - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Oralabor Gateway Trail - SW State St Underpass & SW Oralabor Road & SW State St Intersection Imp - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Amendment No. 3 to the Amended & Restated 1991 Ankeny Urban Renewal Plan - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - vacate easements - Park Sight Office Park at Prairie Trail Plat 4 - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Maximum Property Tax Dollars - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$14,000,000 GO Bonds - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$300,000 GO Bonds - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$700,000 GO Bonds (GCP-1) - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - Not to Exceed \$700,000 GO Bonds (GCP-2) - 3/6/23 @ 5:30 p.m.*
- *Public Hearing - \$13,000 Lease Agreements - 3/6/23 @ 5:30 p.m.*
- *Council Action Planning Session - 3/9/23 @ 5:30 p.m.*
- *Public Hearing - North Four Mile Creek Trunk Sewer - 3/20/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available