ANKENY CITY COUNCIL

Regular Meeting

Monday, February 7, 2022
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, Kerry Walter-Ashby, Kelly Whiting

---

All City Council meetings are open to the public. Assistive Listening Devices (ALD) are available for persons with impaired hearing. To request information in an alternative format or request an accommodation to participate in a City Council meeting, contact the Office of the City Clerk at 965-6405.
Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

CALL TO ORDER:	Mark Holm, Mayor
ROLL CALL:	Denise Hoy, City Clerk
PLEDGE OF ALLEGIANCE:	Mark Holm, Mayor

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the February 7, 2022 Agenda:

Action# B1-1. Consider motion to approve and accept the February 7, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-07 Proposed vacation of a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

Action# C1-1. Consider motion to close Public Hearing 2022-07.

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 January 18, 2021, 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 4, 2022.

- **Licenses and Permits**

CA - 3 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

CA - 4 Consider motion to approve Change Order #1 increasing the contract amount by $4,059.50 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition (2021) project.

CA - 5 Consider motion to approve Change Order #3 increasing the contract amount by $100,986.00 to McAninch Corporation for construction services on the Irvinedale Drive Transmission Main - Phase 3 project.

CA - 6 Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $248,000.00 with Snyder & Associates, Inc. for construction engineering services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.

CA - 7 Consider motion to approve Payment #2 in the amount of $108,300.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.

CA - 8 Consider motion to approve Payment #9 in the amount of $52,850.19 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.

CA - 9 Consider motion to approve Payment #7 in the amount of $71,838.02 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

CA - 10 Consider motion to approve Payment #5 in the amount of $5,701.90 to HR Green,

Inc., for engineering services on the Oralabor Gateway Trail project.

CA - 11 Consider motion to approve Payment #9 in the amount of $4,171.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 1 project.

CA - 12 Consider motion to approve Payment #12 in the amount of $4,440.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.

CA - 13 Consider motion to approve Payment #20 in the amount of $9,293.28 to Shive Hattery for design\development services on the Ankeny Senior Community Center.

CA - 14 Consider motion to approve Payment #18 in the amount of $22,485.13 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

CA - 15 Consider motion to approve Payment #11 in the amount of $16,200.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

CA - 16 Consider motion to approve Payment #14 in the amount of $8,141.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

CA - 17 Consider motion to approve Payment #6 in the amount of $34,225.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

CA - 18 Consider motion to approve Payment #10 in the amount of $11,774.55 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

CA - 19 Consider motion to approve Payment #14 in the amount of $9,273.07 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

CA - 20 Consider motion to approve Payment #8 in the amount of $561.00 to Snyder & Associates, Inc., for engineering services on the Saylor Creek Stabilization at Sanitary Manhole 20J21 project.

CA - 21 Consider motion to approve Payment #21 in the amount of $4,456.90 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.

CA - 22 Consider motion to approve the February 7, 2022 Accounts Payable. (Finance Committee: J. Ruddy, Chp, K. Walter-Ashby, K. Whiting)

CA - 23 Consider motion to adopt a **RESOLUTION** authorizing the purchase of traffic signal pole assemblies for installation with the NE 36th Street Reconstruction, I-35 to NE Four Mile Drive, project.

CA - 24 Consider motion to adopt a **RESOLUTION** authorizing the purchase of traffic signal cabinets and controllers for installation with the NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd.

CA - 25 Consider motion to adopt **RESOLUTION** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

CA - 26 Consider motion to reject bid awarded to Central Iowa Fencing on January 3, 2022 and approve bid received from American Fence Company for the installation of a security fence and gates at the Ankeny Police Department.

- **Personnel Items - none**

- **Community Development Items**

CA - 27 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street. (date of hrg: 2/21/22 @ 5:30 p.m.)

CA - 28 Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Four Mile Distribution Center Plat 1.

CA - 29 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer in Four Mile Distribution Center Plat 1.

CA - 30 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Four Mile Distribution Center Plat 1.

CA - 31 Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, off-site easement, and subdivision bond for seeding and erosion control for the The District at Prairie Trail Plat 11.

CA - 32 Consider motion to adopt **RESOLUTION** accepting final plat, minimum protection elevations, warranty deed for streets, and platted easements for Deer Creek Village Plat 2.

CA - 33 Consider motion to approve the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

CA - 34 Consider motion to adopt **RESOLUTION** accepting the final plat for Hansen Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

CA - 35 Consider motion to approve the Bauer Heights Plat 4 preliminary plat, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

CA - 36 Consider motion to adopt **RESOLUTION** accepting final plat, subdivision performance bonds for seeding and silt fence, performance and maintenance bonds for underground improvements, platted easements, and sewer connection fee, for Chapman Brothers Farm Plat 3.

CA - 37 Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and storm sewer in Chapman Brothers Farm Plat 3.

CA - 38 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving in Chapman Brother Farms Plat 3.

CA - 39 Consider motion to adopt **RESOLUTION** initiating the annexation of, and providing for the giving of notice and the filing of an application for annexation of certain territory located adjacent to the Northeast Quadrant of Ankeny.

CA - 40 Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and sewer and water connection fee, for Housby Ankeny Plat 1.

- **Engineering Items**

CA - 41 Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main and sanitary sewer in Deer Creek Village Plat 2.

CA - 42 Consider motion to adopt **RESOLUTION** accepting a proposal from Shekar Engineering, PLC in the amount of $126,728.95 for the construction of the 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project.

CA - 43 Consider motion to adopt **RESOLUTION** accepting a proposal from Howrey Construction, Inc. in the amount of $126,125.25 for the construction of the 2022 Sidewalk Gaps and Trail Replacement project.

CA - 44 Consider motion to adopt **RESOLUTION** accepting a proposal from Redbud, LLC in the amount of $66,642.00 for the construction of the Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project.

CA - 45 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (811 NW 37th Court - Dabrowska aka Perry)

CA - 46 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (807 NW 37th Court - Houghton)

CA - 47 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (460 NW 36th Street - OSPC Ankeny Real Estate, LLC)

CA - 48 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (240 NW 36th Street - Forselles II Partners, LLC)

CA - 49 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (120 NW 36th Street - CF Investors, LLC)

CA - 50 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (Piper Properties Plat 2 Condominiums - Harvester Land Holdings, L.C.)

- **Capital Improvement Projects - none**

- **Administrative Items**

CA - 51 Consider motion to adopt **RESOLUTION** approving construction contract and bond with Gingerich Well & Pump Service, LLC of Kalona, Iowa, in the amount of $3,234,033.00 for the Well #7 - ASR #3 - Bid Package 1 - Well Construction project.

CA - 52 Consider motion to adopt **RESOLUTION** authorizing matching funds as part of the City of Ankeny's application to the U.S. Economic Development Administration's Travel, Tourism & Outdoor Recreation Grant program for the High Trestle Trail Experience Park.

CA - 53 Consider a motion to adopt **RESOLUTION** setting a public hearing on an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation. (date of hrg: 2/21/2022 @ 5:30 p.m.)

CA - 54 Consider motion to adopt **RESOLUTION** fixing date of regular council meetings which fall on a Monday that are designated as an official holiday with the the City of Ankeny Employee Handbook.

CA - 55 Consider a motion to adopt **RESOLUTION** setting a public hearing on creating an Entertainment District by City Ordinance. (date of hrg: 03/07/2022 @ 5:30 p.m.)

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-55

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-55

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Consider Mayor Appointments to Boards and Commissions as follows:
Economic Development Council
- Bethany Langner - effective immediately - term expires 06/30/2024
Examiners & Appeals Board
- Dan Woellhof - effective immediately - term expires 12/31/2024

Action# H1-1. Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

- **Approval of Ordinances:**

1. Ord 2093 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD zoning of certain property owned by Stubbs Development and Lemar Koethe.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2093, sending it on its final passage and publication as required by law.

2. Ord 2094 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 Dan and Beverly Jury.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2094, sending it on its final passage and publication as required by law.

3. Ord 2095 An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa.

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2095.

4. Ord 2096 An Ordinance vacating a portion of a public utility easement located on Lot 20,

Ashland Ridge Plat 2 (PH 2022-07).

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2096.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed SE Delaware Avenue HMA Widening
Initiate Proceedings

Action# J1-1. Consider motion to adopt RESOLUTION ordering construction on the SE Delaware HMA Widening project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM)

2. Proposed 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes)
Initiate Proceedings

Action# J2-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Pavement Preservation Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM)

3. Proposed North Ankeny Boulevard Fiber Optic Upgrade
Initiate Proceedings

Action# J3-1. Consider motion to adopt RESOLUTION ordering construction of the North Ankeny Boulevard Fiber Optic Upgrade and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM)

4. Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive
Initiate Proceedings

Action# J4-1. Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Reconstruction Program - SE Peachtree Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 A.M. / date of hrg: 3/7/22 @ 5:30 P.M.)

5. Proposed NE Four Mile Drive RCB for Deer Creek
Initiate Proceedings

Action# J5-1. Consider motion to adopt RESOLUTION ordering construction on the NE Four Mile Drive RCB for Deer Creek project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 3/1/22 @ 10:30 a.m./date of hrg: 3/7/22 @ 5:30 p.m.)

6. Proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements
Professional Services Agreement with HR Green, Inc.

Action# J6-1. Consider motion to approve the Professional Services Agreement with HR Green, Inc. for the design engineering and bidding phase services on the Oralabor

Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in an amount not to exceed $355,700.00 and authorize the Mayor to execute said agreement.

7. Fiber Optic Network Master Plan
Professional Services Agreement with Olsson Associates

Action# J7-1. Consider motion to approve the Professional Services Agreement with Olsson Associates for engineering services on the Fiber Optic Network Master Plan in an amount not to exceed $85,000.00 and authorize the Mayor to execute said Agreement.

8. Proposed NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard
Professional Services Agreement with McClure Engineering Company

Action# J8-1. Consider motion to approve the Professional Services Agreement with McClure Engineering Company for the design engineering and bidding phase services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in an amount not to exceed $385,000.00 and authorize the Mayor to execute said agreement.

9. Proposed S. Ankeny Blvd. Transmission Main Project
Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH)

Action# J9-1. Consider a motion to approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the S. Ankeny Blvd. Transmission Main Project in an amount not to exceed $216,800.00 and the Mayor to execute said agreement.

10. Proposed N. Ankeny Blvd. Water Main Project
Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH)

Action# J10-1. Consider a motion to approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the N. Ankeny Blvd. Water Main Project in an amount not to exceed $19,700.00 and the Mayor to execute said agreement.

11. Proposed Not to Exceed $28,500,000 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 $28,500,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 5:30 p.m.).

12. Proposed Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds
Initiate Proceedings

Action# J12-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the proposition of the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 5:30 p.m.).

13. Proposed Not to Exceed $400,000 General Obligation Bonds
Initiate Proceedings

Action# J13-1. Consider motion to adopt RESOLUTION fixing a date for a meeting on the proposition of the issuance of not to exceed $400,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 5:30 p.m.).

14. Proposed Not to Exceed $3,000,000 Water Revenue Capital Loan Notes
Initiate Proceedings

Action# J14-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $3,000,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.).

15. Proposed Not to Exceed $235,000 Water Revenue Capital Loan Notes
Initiate Proceedings

Action# J15-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.).

16. Proposed Not to Exceed $174,600 Water Revenue Capital Loan Notes
Initiate Proceedings

Action# J16-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $174,600 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 5:30 p.m.).

17. Proposed Not to Exceed $400,000 Water Revenue Capital Loan Notes
Initiate Proceedings

Action# J17-1. Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 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 Walter-Ashby
Council Member Whiting

- **Future Council Agenda Items:**

  - ***CAPS Meeting - Budget Workshop - Operating Funds - 2/14/22 @ 5:30 p.m.***
  - ***Public Hearing - Vacate - The District at Prairie Trail Plat 8 - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - NW 36th St & NW State St Interim Improvements - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - NW 36th St & NW Weigel Dr Water Main - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - ASR #3 - Bid Package #2 - Well Pump & Control Building - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - Infrastructure Agmt - Costo Wholesale - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $28,500,000 GO Bonds - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $7,600,000 GO Urban Renewal Bonds - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $3,000,000 Water Rev Capital Loan Notes - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $235,000 Water Rev Capital Loan Notes - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $174,600 Water Rev Capital Loan Notes - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $400,000 Water Rev Capital Loan Notes - 2/21/22 @ 5:30 p.m.***
  - ***Public Hearing - $400,000 GO Bonds - 2/21/22 @ 5:30 p.m.***
  - ***CAPS Meeting - Budget Workshop - Hotel/Motel & Enterprise Funds 2/28/22 @ 5:30 p.m.***
  - ***Public Hearing - SE Delaware Ave HMA Widening - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Pavement Preservation - SW State St - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - N Ankeny Blvd Fiber Optic Upgrade - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - 2022 PCC Reconstruction Program - SE Peachtree Dr - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - NE Four Mile Drive RCB - Deer Creek - 3/7/22 @ 5:30 p.m.***
  - ***Public Hearing - Ordinance - Entertainment District - 3/7/22 @ 5:30 p.m.***
  - ***Public Informational Meeting on FY2023 Budget - 3/10/22 @ 5:00 p.m.***

L. ADJOURNMENT

1. Adjournment

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-07: Proposed vacation of a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

EXECUTIVE SUMMARY:

The applicant and property owner, Scott Von Hagen, is requesting that the City vacate a portion of a public utility easement, located on Lot 20, Ashland Ridge Plat 2. The request is to vacate three feet of the 10-foot public utility easement to facilitate the use of the property. The applicant has provided letters of authorization from all applicable utility companies.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-07.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance
Easement Vacation Plat
Aerial Map
Applicant Letter
Utility Company Letters

PUBLIC HEARING 2022-07 **5:30 P.M.** **FEBRUARY 7, 2022**

PROPOSED VACATION OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2096 vacating a public utility easement associated with Lot 20, Ashland Ridge Plat 2.

Notice of this hearing was published in the Des Moines Register on the 28th day of January, 2022.

Mayor:

"Has any written correspondence been received regarding this proposed vacation"?

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 vacation."

After Report:

"Because this is a Public Hearing those wishing to be heard for or against the proposed vacation, 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 2022-07.

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

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

ORDINANCE

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of February, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a utility easement, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said Easement is no longer necessary; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION I. The City of Ankeny does hereby vacate and release that portion of said Easement, as shown on the attached Easement Vacation Plat.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 7th day of March, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE ____ DAY OF _____, 2022

1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____

VACATION PLAT

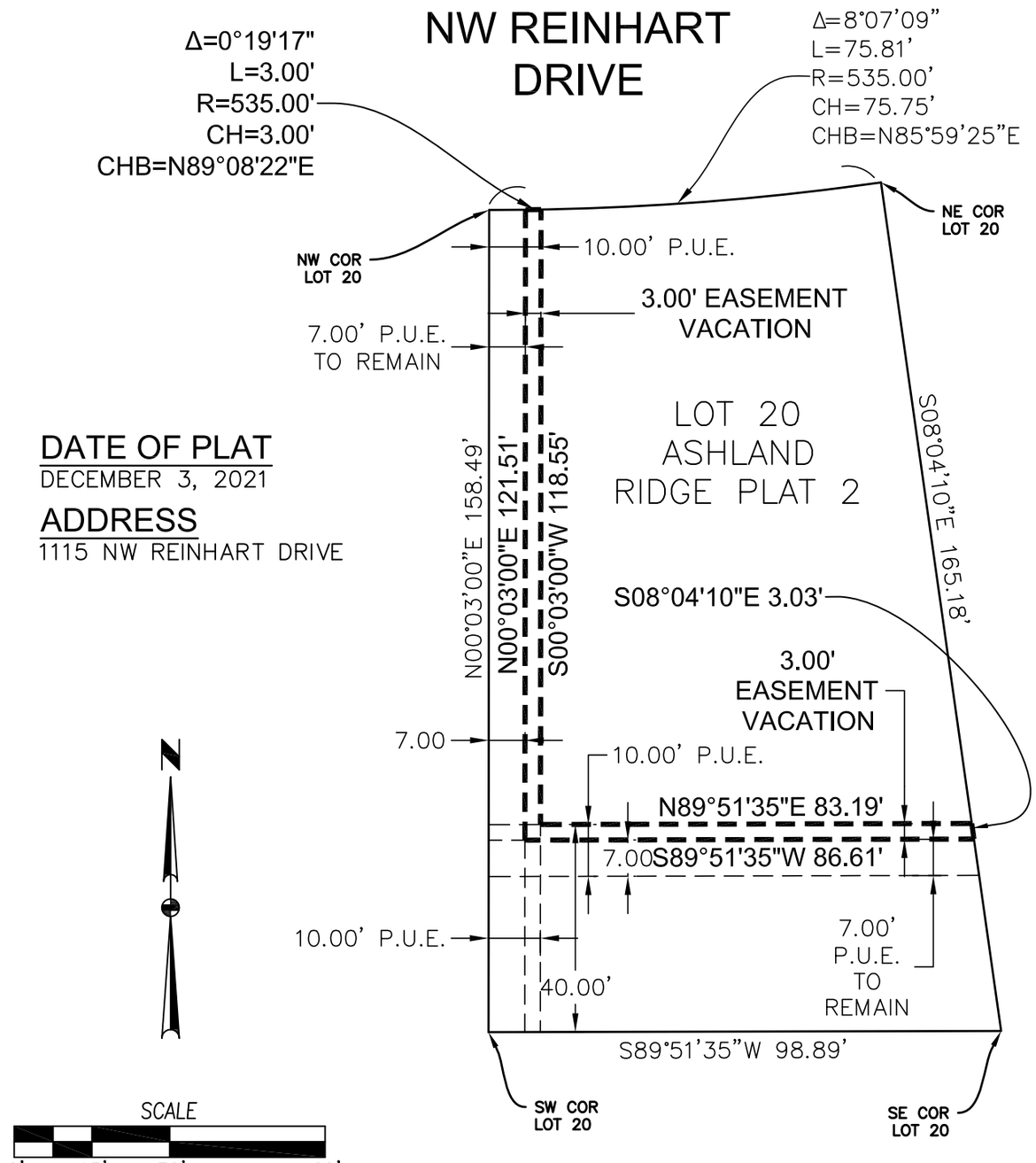
EASEMENT VACATION DESCRIPTION

THE EAST 3.00 FEET OF THE WEST 10.00 FEET, EXCEPT THE SOUTH 37.00 FEET THEREOF

AND

THE NORTH 3.00 FEET OF THE SOUTH 40.00 FEET, EXCEPT THE WEST 7.00 FEET THEREOF

ALL BEING A PART OF LOT 20, ASHLAND RIDGE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



DATE OF PLAT
DECEMBER 3, 2021

ADDRESS
1115 NW REINHART DRIVE

FILE: H:\2021\2111933\DWG\2111933-VACATION PLAT.DWG
FILE DATE: 12/8/21 DATE PLOTTED: 12/8/2021 8:43 AM
PLOTTED BY: MIKE BROONER:

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

N

1 inch = 100 feet

Date: 1/4/2022

Lot 20, Ashland Ridge Plat 2
Public Utility Easement Vacation

Ankeny
bringing it all together.

To whom it may concern,

I am requesting to have my existing Public Utility Easement (PUE) partially vacated from 10ft down to 7ft on both the South and West sides of my property. I have included letters of approvals for all existing utility companies (Mediacom, Century Link, Metro Net, and Mid American Energy) with my applications. Included is also a legal description of the vacated easement along with drawing of adjustment to PUE.

Public Utility Easement Vacation Description for Lot 20, Ashland Ridge Plat2:

The East 3.00 feet of the West 10.00 feet, except the south 37.00 feet thereof and the North 3.00 feet of the South 40.00 feet, except the West 7.00 feet thereof all being a part of lot 20, Ashland Ridge Plat 2, an official plat in the city of Ankeny, Polk County, Iowa.

Thanks,

Scott Von Hagen

1115 NW Reinhart Dr.

Ankeny, IA 50023

~~Mid American~~ Mediacom

From: Scott Von Hagen
Sent: Tuesday, November 30, 2021 12:31 PM
To: Derek Silverthorn
Subject: FW: PUE adjustment - 1115 NW Reinhart Dr, Ankeny

Approval from Mediacom

Sent from for Windows

From:
Sent: Friday, November 26, 2021 4:02 PM
To:
Subject: RE: PUE adjustment - 1115 NW Reinhart Dr, Ankeny

Mediacom will be fine with it but, if there is any sort of any relocating of Mediacom plant you will be responsible for the cost and it would need to be in writing.

From: Scott Von Hagen <scottvonhagen@hotmail.com>
Sent: Friday, November 19, 2021 5:16 PM
To: Kevin Collins <kcollins1@mediacomcc.com>
Subject: Re: PUE adjustment - 1115 NW Reinhart Dr, Ankeny

Much appreciated. Thanks for the update.

Sent from my iPhone

> On Nov 19, 2021, at 5:05 PM, Kevin Collins < > wrote:
>
> I did I am just waiting for approval/clarifications from my management. I should know something next week.
>
> **From:** Scott Von Hagen < >
> **Sent:** Thursday, November 18, 2021 12:02 PM
> **To:** Kevin Collins < >
> **Subject:** RE: PUE adjustment - 1115 NW Reinhart Dr, Ankeny
>
> Kevin,

I am following up here to ensure you received this email and/or if you have any questions regarding my request.

Thanks,
Scott

Sent from for Windows

From:
Sent: Tuesday, November 9, 2021 9:10 AM
To:
Subject: PUE adjustment - 1115 NW Reinhart Dr, Ankeny

Please respond back with your preliminary approval of adjusting the existing easements on my property. I will be looking to adjust/revise the PUE on both the West side and the South side of my property and revise them down from 10ft to 7ft. I have had the existing lines marked and I have measure both areas to ensure they are both still within the 7ft proposed easement location.

If you have any further questions or concerns, please reply or call me at 515-710-7378
Thanks,

Scott Von Hagen

Sent from for Windows

Century Link

From: Scott Von Hagen
Sent: Tuesday, November 30, 2021 12:31 PM
To: Derek Silverthorn
Subject: FW: 1115 NW Reinhart dr

Approval from Century Link

Sent from for Windows

From:
Sent: Friday, November 5, 2021 1:24 PM
To:
Subject: Re: 1115 NW Reinhart dr

Scott,

I will agree to the removal of the PUE as long as our cable can stay were it is currently as.

Thank you,

Get

From: Scott Von Hagen <scottvonhagen@hotmail.com>
Sent: Friday, November 5, 2021 12:50:50 PM
To: Freeseman, Austin <austin.freeseman@lumen.com>
Subject: Re: 1115 NW Reinhart dr

Austin,

Just wanted to follow up quickly here. My proposal for moving the PUE would not affect your lines currently in place but I will still need your approval for the city to adjust/move the PUE that runs east/west along my property. I believe and email approval would suffice.

Thanks,
Scott

Sent from my iPhone

> On Oct 11, 2021, at 2:23 PM, Freeseman, Austin <austin.freeseman@lumen.com> wrote:
>
> Scott,
>
> I was looking at the old job that placed the copper on your lot and noticed that we do cut into your lot in the PUE for about 20'-30' to then run south across the drainage easement. This section of cable would need to stay. Otherwise that is all of the cable that me have our your property.
>

> Please let me know if you have any questions.
>
> Thank you,
>
> Austin Freeseman
> Local Network Engineer II
> 2103 E University Ave, Des Moines, IA 50317
> tel: 515-461-4970 | cell: 319-215-0190
> austin.freeseman@lumen.com
>
>
> -----Original Message-----
> From: Scott Von Hagen <scottvonhagen@hotmail.com>
> Sent: Monday, October 11, 2021 2:08 PM
> To: Freeseman, Austin <austin.freeseman@lumen.com>
> Subject: 1115 NW Reinhart dr
>
> CAUTION: This email originated outside of Lumen Technologies. Do not click links or open attachments unless you recognize the sender and know the content is safe.
> ---
> Austin,
>
> I need to provide the city with approval from the utility companies to move the 10ft PUE that runs East/west in the back of my lot. The movement would still allow access to the current location on the box on my lot along with access to the box on the neighbor to the south. Please provide approval via email or letter if possible. Please call me with any questions at 515-710-7378.
>
> Thanks,
> Scott
>
> Sent from my iPhone=
>
> This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.
This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Metronet

From: Marshall Markey
Sent: Tuesday, November 30, 2021 11:12 AM
To: Scott Von Hagen
Subject: RE: 1115 NW Reinhart Dr, Ankeny, IA

Per our conversation Metronet has agreed to stay within the 7ft easement as discussed. We would be clear of any easement changes that are needed by the home owner.

Marshall Markey
OSP Engineer I

From: Scott Von Hagen <Scottvonhagen@hotmail.com>
Sent: Tuesday, November 30, 2021 10:56 AM
To: Marshall Markey <Marshall.Markey@metronetinc.com>
Subject: 1115 NW Reinhart Dr, Ankeny, IA

WARNING: This mail is from an external source

Marshall,

Please respond back with your preliminary approval of adjusting the existing easements on my property. I will be looking to adjust/revise the PUE on both the West side and the South side of my property and revise them down from 10ft to 7ft.

If you have any further questions or concerns, please reply or call me at 515-710-7378.

Thanks,

Scott Von Hagen

Sent from for Windows

Mid American

From: Halls, Aaron (MidAmerican) Aaron.Halls@midamerican.com
Subject: MidAmerican Approval
Date: Dec 29, 2021 at 9:20:42 AM
To: scottvonhagen@hotmail.com

Scott,

MidAmerican is ok with the city reducing the PUE from 10' to 7' as it was staked in the field. If you need anything more from me let me know.

Thanks,

Aaron Halls
MidAmerican Energy
Engineering Tech - Electric
Desk: (515) 281-2723
Cell: (515) 571-6407

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of January 18, 2021, 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:

Click to download
Minutes

MINUTES OF THE ANKENY CITY COUNCIL
Tuesday, January 18, 2022 5:30 PM
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Kelly Whiting

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

CEREMONY

1. The Oath of Office was administered to Mayor Pro-Tem Bobbi Bentz by Mayor Mark Holm.

PUBLIC FORUM

1. Greg Edwards and Trina Flack, Catch Des Moines, presented council with an annual report.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Perry seconded, to approve and accept the January 18, 2022 agenda as presented. Ayes: 4.

PUBLIC HEARINGS

1. PH 2022-04. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SE 3rd Street Utility Improvements – Phase 1 project. Notice of this hearing was published in the Des Moines Register on the 30th day of December 2021.

   Mark Mueller, Director of Public Works, reported that the SE 3rd Street Utility Improvements – Phase 1 project includes the replacement of PCC street pavement, sanitary sewer, water main, and storm sewer located on SE 3rd Street between SE Sharon Drive and SE Trilein Drive in the City of Ankeny. The improvements include approximately 4,670 SY of 8” thick PCC street pavement, 1,250 LF of sanitary sewer, 1,250 LF of water main, 1,350 LF of storm sewer, 2,400 LF of footing drain collector, Class 10 excavation, subgrade preparation, modified subbase, and removal and replacement of driveways and sidewalks. Other associated improvements include temporary water main, temporary sidewalk, temporary traffic control, erosion control, temporary surface restoration, and miscellaneous associated work necessary to complete the project.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2022-04. Ayes: 4.

2. PH 2022-05. Mayor Holm announced that this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NW 36th Street Widening – NW Ash Drive to N Ankeny Blvd project. Notice of this hearing was published in the Des Moines Register on the 30th day of December 2021.

Mark Mueller, Director of Public Works, reported that the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project includes widening NW 36th Street from a 2-lane urban roadway to a 4-lane urban roadway with left turn lanes from approximately 600 feet west of NW Ash Drive to approximately 600 feet east of North Ankeny Boulevard. The project also includes eastbound right turn lanes on NW 36th Street at NW Ash Drive and North Ankeny Boulevard and a northbound right turn lane on NW Ash Drive at NW 36th Street.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Whiting seconded, to close public hearing 2022-05. Ayes: 4.

3. PH 2022-06. Mayor Holm announced that 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 Well No. 7/ASR No. 3 – Bid Package 1 – Well Construction project. Notice of this hearing was published in the Des Moines Register on the 30th day of December 2021.

   Don Clark, Director of Municipal Utilities, announced that the ASR #3 - Bid Package #1 - Well Construction project will include the construction of one aquifer storage and recovery well, including drilling, casing, grouting, mechanical integrity pressure testing, cement bond log, well development, test pumping, water quality testing, video record, disinfection, and other items as detailed in the Construction Documents.

   Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Perry seconded, to close public hearing 2022-06. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Approval of official council actions of the regular meeting of January 3, 2021, as published.
2. Receive and file minutes of the Civil Service Commission meeting of December 13, 2021.
3. Receive and file minutes of the Plan and Zoning Commission meeting of December 21, 2021.
4. Receive and file minutes of the Zoning Board of Adjustment meeting on November 16, 2021.
5. Receive and file minutes of the Zoning Board of Adjustment meeting on December 7, 2021.

Licenses and Permits

6. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.

Finance/Budget

7. Receive and file Financial Reports for December 2021.
8. Receive and file Building Permit Report for December 2021.
9. Receive and file Utility Billing Report for December 2021.
10. Payment #22 in the amount of $27,090.03 to Civil Design Advantage for engineering services on the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.
11. Payment #1 in the amount of $37,525.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition project.
12. Payment #5 in the amount of $176,184.01 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

13. Payment #18 in the amount of $2,737.77 to McClure Engineering Company, for engineering services on the Irvinedale Drive Water Main Improvements - Phase 3 project.
14. Payment #4 in the amount of $7,557.98 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
15. January 18, 2022 Accounts Payable by fund: General 177,635; Hotel Motel Tax 2,000; Road Use Tax 100,316; Sold Waste 83,822; Water 671,009; Sewer 547,496; Stormwater 11,774; Golf Course 774; Enterprise Projects 610,574; Revolving 5,477; Risk Management 29,925; Health Insurance 132; Capital Projects 250,112; Payroll 1,251,868; Transfers/ACH Drafts (181,306); Agenda payments (251,095). Grand Total $3,310,513.
16. **RESOLUTION 2022-019** authorizing the purchase of traffic signal pole assemblies for installation with the NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd.

Personnel

17. Accept the Civil Service Commission certified lists for appointment to: Police Officer, Equipment Operator; subject to passing any further departmental requirements.

Community Development

18. **RESOLUTION 2022-020** accepting public utility easements associated with the development of The Crossings at Deer Creek Plat 14.
19. **RESOLUTION 2022-021** 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 utility easement, located on Lot 20, Ashland Ridge Plat 2 (date of hrg: 2/7/22 @ 5:30 p.m.)
20. Receive and file correspondence from Nilles Associates, Inc. on behalf of DRA Properties, LC dated December 22, 2021, requesting to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8; and refer to the Plan & Zoning Commission for its study and recommendation.
21. **RESOLUTION 2022-022** accepting final plat, platted easements and subdivision bond for seeding and erosion control for Vintage Business Park at Prairie Trail Plat 9.
22. **RESOLUTION 2022-023** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and sanitary sewer for Vintage business Park at Prairie Trail Plat 9.
23. **RESOLUTION 2022-024** accepting a Public Ingress / Egress Easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 2.

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-23. Ayes: Bentz, Perry, Ruddy, Whiting.

BOARDS AND COMMISSIONS

1. Council Member Perry moved, Bentz seconded, to approve the Mayors appointments to expiring Board and Commission Members as presented. Ayes: Perry, Bentz, Ruddy, Whiting.
2. Council Member Perry moved, Ruddy seconded, to amend RESOLUTION 2021-461 by replacing Makai Echer as the 2nd Representative to the Polk County Joint 911 Commission with Robert Chiappano. Ayes: Perry, Ruddy, Bentz, Whiting.

APPROVAL OF ORDINANCES

1. **Ord 2074.** An Ordinance amending the Zoning Regulations, Chapter 195, Signs, of the Municipal Code of the City of Ankeny, Iowa, Clarifying and Modifying Requirements for Flags, Political Signs and Non-Commercial Signs. Council Member Perry moved, Bentz seconded, to accept the third reading of Ordinance 2074, sending it on its final passage and publication as required by law. Ayes: Perry, Bentz, Ruddy, Whiting.
2. **Ord 2092**. An Ordinance amending Chapter 66, Load and Weight Restrictions, of the Municipal Code of the City of Ankeny, Iowa. Council member Ruddy moved, Perry seconded, to accept the third consideration of Ordinance 2092, sending it on its final passage and publication as required by law. Ayes: Ruddy, Perry, Bentz, Whiting.
3. **Ord 2093.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD zoning of certain property owned by Stubbs Development and Lemar Koethe. Council Member Bentz moved, Perry seconded, to accept second consideration of ORDINANCE 2093. Ayes: Bentz, Perry, Ruddy, Whiting.
4. **Ord 2094.** 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 Dan and Beverly Jury. Council Member Perry moved, Whiting seconded, to accept second consideration of ORDINANCE 2094. Ayes: Perry, Whiting, Bentz, Ruddy.
5. **Ord 2095**. An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa. Council Member Whiting moved, Bentz seconded, to accept first consideration of ORDINANCE 2095. Ayes: Whiting, Bentz, Perry, Ruddy.

OLD BUSINESS:

1. Council Member Whiting moved, Perry seconded, to approve the temporary appointment of Kerry Walter-Ashby until the special election to fill such vacancy is held by the City on March 29, 2022 and the election results are certified by the County Auditor Office. Ayes: Whiting, Perry, Bentz, Ruddy. Mayor Mark Holm then administered the oath of office to Kerry Walter-Ashby.

NEW BUSINESS:

1. Proposed SE 3rd Street Utility Improvements – Phase 1 (PH 2022-04)
   Council Member Perry moved, Bentz seconded, to adopt 1) **RESOLUTION 2022-025** adopting plans, specifications, form of contract and estimate of cost $1,890,000.00; 2) receive and file report of bids received January 11, 2022; 3) adopt **RESOLUTION 2022-026** making award of construction contract with Absolute Concrete Construction, Inc. in the amount of $1,816,990.10; and 4) adopt **RESOLUTION 2022-027** approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $1,816,990.10. Ayes: Perry, Bentz, Ruddy, Walter-Ashby, Whiting.
2. Proposed NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard (PH 2022-05)
   Council Member Perry moved, Bentz seconded, to adopt 1) **RESOLUTION 2022-028** adopting plans, specifications, form of contract and estimate of cost $3,833,383.00; 2) receive and file report of bids received January 11, 2022; 3) adopt **RESOLUTION 2022-029** making award of construction contract with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75; and 4) adopt **RESOLUTION 2022-030** approving contract and bonds with Absolute Concrete Construction, Inc. in the amount of $3,996,224.75. Ayes: Perry, Bentz, Ruddy, Walter-Ashby, Whiting.
3. Proposed Well #7 - ASR #3 - Bid Package 1 - Well Construction (PH 2022-06)
   Council Member Ruddy moved, Bentz seconded, to adopt 1) **RESOLUTION 2022-031** adopting plans, specifications, form of contract and estimate of cost $2,950,000.00; 2) receive and file report of bids received January 11, 2022; 3) adopt **RESOLUTION 2022-032** making award of construction contract with Gingerich Well & Pump Service LLC in the amount of $3,234,033.00. Ayes: Ruddy, Bentz, Perry, Walter-Ashby, Whiting.

4. Proposed NW 36th Street & NW State Street Interim Improvements - Initiate Proceedings
   Council Member Perry moved, Ruddy seconded, to adopt **RESOLUTION 2022-033** ordering construction of the NW 36th Street & NW State Street Interim Improvements and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/15/22 @ 10:30 AM / date of hrg: 2/21/22 @ 5:30 PM) Ayes: Perry, Ruddy, Bentz, Walter-Ashby, Whiting.
5. Proposed NW 36th Street and NW Weigel Drive Water Main - Initiate Proceedings
   Council Member Walter-Ashby moved, Bentz seconded, to adopt **RESOLUTION 2022-034** ordering construction on the NW 36th Street and NW Weigel Drive Water Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 2/15/22 @ 10:30 a.m. / date of hrg: 2/21/22 @ 5:30 p.m.) Ayes: Walter-Ashby, Bentz, Perry, Ruddy, Whiting.
6. Proposed ASR#3 - Bid Package #2 - Well Pump and Control Building - Initiate Proceedings
   Council Member Whiting moved, Perry seconded, to adopt **RESOLUTION 2022-035** ordering construction on the ASR #3 - Bid Package #2 - Well Pump and Control Building project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 2/15/22 @ 10:30 a.m./date of hrg: 2/21/22 @ 5:30 p.m.) Ayes: Whiting, Perry, Bentz, Ruddy, Walter-Ashby.

ADJOURNMENT

1. Meeting was adjourned at 6:31 PM and was followed by a CAPS meeting immediately after.

Denise L. Hoy, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 01/28/2022

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? 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 4, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
P&Z Minutes 2022-01-04

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, January 4, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the January 4, 2022 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, and Lisa West.
Staff present: E.Jensen, E.Carstens, L.Hutzell, B.Fuglsang

AMENDMENTS TO THE AGENDA
Motion by G.Hunter to approve the January 4, 2022 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS
There were no communications.

CITIZEN'S REQUEST
There were no citizen requests.

CONSENT AGENDA ITEMS
Item #1. Minutes
Motion to approve and accept the December 21, 2021 minutes of the Plan and Zoning Commission meeting.
Item #2. Chapman Brothers Farm Plat 3 Final Plat
Motion to recommend City Council approval of Chapman Brothers Farm Plat 3 final plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS
There were no public hearings.

BUSINESS ITEMS
There were no business items.

REPORTS
City Council Meeting
E.Jensen reported on his attendance at the January 3, 2022 City Council meeting.

Director's Report
E.Jensen presented the tentative agenda items for the January 19, 2022 Plan and Zoning Commission meeting and the December 2021 Building Permit Report.

Commissioner's Reports
L.West commended the city's Public Works Department for their hard work during the recent snow event.

MISCELLANEOUS ITEMS
January 18, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT
There being no further business, motion by T.Flack to adjourn the meeting. Second by T.Rapp. Meeting adjourned at 6:33 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

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. DOLGENCORP, LLC, d/b/a Dollar General Store #7310, 901 South Ankeny Blvd. - Class C Beer Permit (BC) includes Sunday Sales (Renewal) - Effective February 28, 2022.

2. Fareway Stores, Inc., d/b/a Fareway Stores, Inc. #909, 109 SE Oralabor Rd - Class E Liquor License (LE) (Renewal) - Effective February 28, 2022.

3. Fareway Stores, Inc., d/b/a Fareway Stores, Inc. #061, 3205 North Ankeny Blvd. - Class E Liquor License (LE) (Renewal) - Effective February 28, 2022.

4. Greater Caterers of Iowa Inc., d/b/a/ Great Caters of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Liquor License (LC) 14 Day Liquor License -Valid February 19, 2022 through March 4, 2022.

5. Pheasants Forever, Inc., d/b/a/ Northern Polk Chapter 282, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Liquor License (LC) 5 Day Liquor License - Event February 10, 2022.

6. Your Private Bartender LLC, d/b/a/ Your Private Bar, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Liquor License (LC) 5 Day Liquor License - Event February 12, 2022.

4. Hy-Vee Inc., d/b/a Hy-Vee Ankeny #1 Kiwanis, 1055 SW Prairie Trail (FFA Bldg.) - Class C Liquor License (LC) 5 Day Liquor License - **Date Event Rescheduled to May 13, 2022.** (License originally approved by council on January 18, 2022 - Original Date February 5, 2022)

FISCAL IMPACT: **??Yes**

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $4,059.50 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition (2021) 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
Change Order #1

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	Wastewater Plant Partial Demolition (2021)		
Contractor:	Con-Struct, Inc.		
Address:	305 S. Dayton Ave. Ames, IA 50010		
Finance Budget Code:	632.3632.4405	**Finance Project #**	632.4405
Vendor Project or Invoice #:	N/A	**PO #**	N/A
Original Contract Date:	October 18, 2021	**Vendor #**	6397

Change Order Number: 1

Change Order Date: February 7, 2022

Purpose of Change Order:

Contractor completely demolished Manhole D-3B with piping and valving between Aeration Tanks 1 and 2 at direction of Owner. Contractor encountered and demolished the following unknown structures and piping indicated within the limits of demoltion:
1.) One (1) unknown concrete box structure just east of sludge thickener tank.
2.) One (1) segment of concrete-filled 20" ductile iron pipe from unknown box to north of sludge thickener tank.
3.) One (1) soil-filled concrete barrel section just east of Aeration Tank 1.
4.) One (1) segment of piping crossing 42" ATI going north to barrel section.
See attached Contractor's Extra Work Order (EWO), 1 page, dated 1/26/2022.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Additional Demolition Work	LS	1.00	$ 4,059.50	$ 4,059.50
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Change Order Number: 1 makes the following adjustments to the Contract: $ 4,059.50

Contractor Accepted: Con-Struct, Inc.
Firm Name

Signature: [signature] Date: 1/28/2022

Engineer Approved: FOX Strand, Inc.
Firm Name

Signature: Taylor Hopper Date: 1/28/2022

Owner Accepted: City of Ankeny Dan Clark

Signature _____ Title _____

Date _____

Attest for Owner:

Signature _____ Title _____

Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 379,000.00
1	February 7, 2022	$ 4,059.50
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount $ 383,059.50

Date Printed: 1/28/2022

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 increasing the contract amount by $100,986.00 to McAninch Corporation for construction services on the Irvinedale Drive Transmission Main - Phase 3 project.

EXECUTIVE SUMMARY:

This Change Order includes a Change Order Agreement between McAninch and the City of Ankeny to describe the additional cost of procuring materials to complete the project. Material costs have risen due to events in southern Texas that were out of the control of either McAninch or the City. Through agreement, both parties have decided to share the difference in material costs. The agreement also describes the change from directionally drilling across NW Irvinedale Drive to complete an auger bore with case pipe instead. This has additional costs as described in the change order.

FISCAL IMPACT: **??No**

This project is included within the Capital Improvements Program and construction is expected to be completed in 2022.

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #3
Change Order Agreement

CHANGE ORDER FORM

city of Ankeny
bringing it all together

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

Change Order Number: 3

Change Order Date: February 7, 2022

Purpose of Change Order:

Project change of trenchless construction methods at STA 200+00 across NW Irvinedale drive including decrease of 66LF for Pay Items 17 and creation of Pay Item 56 for trenchless construction with casing at market price. This change order also includes material procurement for PVC pipe due to cost increases in the supply market.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
17	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN.	LF	-66.00	$ 451.00	$ (29,766.00)
56	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE, PIPE (PVC), RJ, 24 IN. W/ CASING	LF	66.00	$ 1,072.00	$ 70,752.00
57	MATERIAL PROCUREMENT, 24-IN PVC - JANUARY 2022	LS	1.00	$ 60,000.00	$ 60,000.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 3 makes the following adjustments to the Contract:					**$ 100,986.00**

Contractor Accepted: McAninch Corporation
Firm Name

Edward J. Origer 2/7/2022
Signature Edward J. Origer, C.O.O. Date

Engineer Approved: McClure Engineering Company
Firm Name

Joseph W. Kellogg 2/7/22
Signature Date

Owner Accepted: City of Ankeny
Don Clark

Signature Title

Date

Attest for Owner:

Signature Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,379,870.00
1	October 4, 2021	$ 34,148.00
2	December 6, 2021	$ 860.00
3	February 7, 2022	$ 100,986.00
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 1,515,864.00**

Date Printed: 1/31/2022

CHANGE ORDER AGREEMENT

THIS AGREEMENT, made and entered into at Ankeny, Iowa, this 7th day of February 2022, by and between the City of Ankeny, Iowa, a municipal corporation, by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and McAninch Corporation, an Iowa corporation, hereinafter called the "Contractor." The Jurisdiction and the Contractor are referred to collectively hereinafter as "the Parties."

WITNESSETH:

WHEREAS, the Jurisdiction and the Contractor previously agreed that Contractor would complete work on NW Irvinedale Drive Transmission Main Project (hereinafter the "Project") as set forth in more detail in the Parties' Contract dated February 1, 2021 (hereinafter the "Contract") and further executed Performance, Payment, and Maintenance Bond, dated February 1, 2021 (hereinafter the "Bond");

WHEREAS, the cost of materials necessary for the Project has increased sharply from the date of execution of the Contract and Bond; and

WHEREAS, Jurisdiction and Contractor desire to modify the Contract and Bond by entering into a Change Order Agreement for the purpose of sharing additional costs incurred by said increased material costs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. By change order, the Jurisdiction evidences its agreement that the crossing of NW Irvinedale Drive near the future water tower location shall be an auger bore with the City agreeing to pay the additional costs for said bore.

2. By change order, the Jurisdiction and Contractor agree to each bear one-half of the increased material costs caused by current supply chain delays caused by the existing pandemic.

3. The parties acknowledge and agree that the agreement to split the increase in material costs is unique to the materials, Project and timing of this Contract and do not set a precedence for the handling of any other matters that may arise between the parties under this Contract or any other contract between them.

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

[Signatures on following pages]

JURISDICTION:
City of Ankeny, Iowa,
an Iowa municipal corporation

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

STATE OF IOWA, POLK COUNTY, ss.

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Denise Hoy, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, 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 pursuant to a Resolution adopted by the City Council of Ankeny, Iowa on the _____ day of _____, 2022, and that Mark E. Holm and Denise Hoy, acknowledged the execution of the instrument to be the 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

CONTRACTOR:
McAninch Corporation,
an Iowa corporation

Edward J. Origer, C.O.O.

STATE OF IOWA, COUNTY OF POLK, ss:

On this 7th day of February, 2022, before me, a Notary Public in and for the said State, personally appeared Edward J. Origer, to me personally known, who, being by me duly sworn, did say that that he is C.O.O. of said corporation executing the within and foregoing instrument to which this is attached; that (the seal affixed to said instrument is the seal of said) or (no seal has been procured by the said) corporation and that said instrument was signed (and sealed) on behalf of the said corporation by authority of its managers and that Edward J. Origer, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Notary Public in and for said State of Iowa

NOTARIAL SEAL IOWA
CHRISTINE OLERICH
Commission Number 727732
My Commission Expires
March 31, 2022

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $248,000.00 with Snyder & Associates, Inc. for construction engineering services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. completed the design of the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project which was bid locally on January 11, 2022, and awarded on January 18, 2022. The Public Works Department proposes to continue using Snyder & Associates, Inc. for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved November 2, 2020, and Amendment No. 1, approved April 5, 2021, are also attached for reference.

The fee for the additional engineering services is $248,000.00. The original Professional Services Agreement for the survey and conceptual design engineering services is $50,300.00. Amendment No. 1 to the Professional Services Agreement for the preliminary and final design engineering services is $318,650.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to 616,950.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of $248,000.00 for the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.

FISCAL IMPACT: **??No**

The construction engineering services are included in the City's 2022-2026 Capital Improvement Program for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $248,000.00 with Snyder & Associates, Inc. for construction engineering services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 2, 2020: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for survey and conceptual design engineering services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.

April 5, 2021: City Council approved Amendment No. 1 to the Professional Services Agreement with Snyder & Associates, Inc. for preliminary and final design engineering services on the NW 36th Street Widening - NW Ash Dr to N Ankeny Blvd project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 2
Amendment No. 1
Professional Services Agreement

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD

This Amendment entered into this 7th day of February, 2022, to the Professional Services Agreement dated November 2, 2020, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc., hereinafter referred to as the "PROFESSIONAL".

This Amendment is associated with the Basic Engineering Services and the Construction Services for the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project, hereinafter referred to as the "PROJECT".

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

I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.

b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the construction contract.

c. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance.

d. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.

e. The PROFESSIONAL shall conduct weekly construction meetings and prepare meeting minutes for the CLIENT.

f. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.

g. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).

2. TRAFFIC SIGNAL AND FIBER OPTIC CONSTRUCTION ADMINISTRATION

a. Attend a preconstruction conference for the project with the CLIENT, Contractor, and utility companies to discuss PROJECT requirements, construction details, potential conflicts, and work schedule.

b. Review traffic signal and fiber optic shop drawings and submittals for compliance with the PROJECT'S Contract Documents.

c. Respond to CLIENT or Contractor questions regarding the traffic signal and fiber optic installation. Prepare change orders, as needed.

d. Perform not more than six (6) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues.

e. Attend initial turn-on of the traffic signal installation and assist with timing adjustments, as needed. Provide punchlist, as needed.

f. Review fiber optic OTDR test reports for compliance with specifications.

g. Conduct an on-site review of the completed traffic signal and fiber optic installation prior to final acceptance of the PROJECT.

h. Prepare Record Drawings showing known changes to the traffic signal and fiber optic installation during construction.

3. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The construction documents shall contain a provision that the PROFESSIONAL shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that has to be replaced, will be at the Contractor's expense. It is anticipated that the PROFESSIONAL shall perform the following items:

a. PROJECT site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the Contractor for machine control).

b. Existing pavement removals and construction easement limits (100' intervals and points of deflection).

c. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).

d. Sanitary sewer structure adjustments (SUDAS station location offsets with rim elevations).

e. Hydrant locations, water main pipe, water main critical crossings, irrigation, and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).

f. Traffic signal poles, hand holes, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).

g. Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).

h. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations).

i. Roadway sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).

j. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).

k. Electrical (center light pole bases with offset).

l. Raised beds and retaining walls (wall alignment and elevations with offsets).

4. CONSTRUCTION OBSERVATION

The PROFESSIONAL shall provide a Resident Construction Observer to verify compliance with the Contract Documents. Construction observation shall include:

a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.

b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.

c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

d. The PROFESSIONAL shall prepare a weekly report of working days using the CLIENT's template and provide to the CLIENT for review prior to issuing to the Contractor.

e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, and devices.

g. The PROFESSIONAL shall spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.

h. The PROFESSIONAL shall provide periodic observation for the construction of storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing including video inspection review.

i. The PROFESSIONAL shall provide periodic observation for the construction of water main. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing.

j. The PROFESSIONAL shall be on-site full time during paving operations. Air tests and compressive strength test cylinders will be required to be completed by an independent testing laboratory provided by the Contractor. Testing shall be overseen by the PROFESSIONAL.

k. If directed to do so by the CLIENT, the PROFESSIONAL shall mark locations for and observe the cutting of all thickness cores, to be cut by others.

l. The PROFESSIONAL shall periodically observe sawing and sealing of joints.

m. The PROFESSIONAL shall periodically observe all surface restoration.

n. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

5. RECORD DRAWINGS

The PROFESSIONAL shall furnish reproducible Record Drawings for the PROJECT according to CLIENT requirements. Such Record Drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval. It is anticipated that the PROFESSIONAL shall perform the following items:

a. Underground utility location data from construction phase, including but not limited to: water main fittings (bends, tees, crosses, reducers) and signal and fiber optic conduits.

b. Storm, sanitary, and water main above ground structure location data.

c. Traffic signal pole, cabinet, and handhole location data.

d. Fiber optic handhole and conduit location data.

e. Record Drawing deliverables per the CLIENT submittal requirements.

f. Pedestrian ramp as-built forms using the CLIENT's template.

6. MONUMENT PRESERVATION

a. The PROFESSIONAL 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 shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.

Add the following paragraphs:

D. ADDITIONAL SERVICES

7. STRUCTURAL REVIEW OF TRAFFIC SIGNAL POLES

a. Kick-off meeting: The PROFESSIONAL shall meet with the CLIENT to identify and exchange any existing information on the traffic signals and establish project schedule and project goals.

b. Inspections: The PROFESSIONAL shall perform visual inspection of traffic signal pole, mast arm connection, and exposed foundation. The purpose is to identify the structural condition of these elements.

c. The CLIENT will provide a lift truck with operator to access the upper portions of the pole and the mast arm connection.

d. The PROFESSIONAL shall coordinate data exchange with signal pole manufacturers.

e. Report: The PROFESSIONAL shall prepare written report with photos for all four (4) poles identifying observations and conclusions, and provide the following:

   1) Identify condition of each signal pole and ability to re-use at different intersection.

   2) Identify if mast arms can be shortened at new intersection.

f. Final Report Meeting: The PROFESSIONAL shall meet with the CLIENT to review the final report.

g. Deliverables: The PROFESSIONAL shall provide one (1) hard copy of the report and one (1) electronic copy to the CLIENT.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL's Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT'S Responsibility

   CLIENT shall be solely responsible for: a) the review and signature of the Notice of Intent; b) the implementation, administration, and monitoring of the initial plan; c) making modifications to the initial plan as needed; d) filing the Notice of Discontinuance; and e) compliance with all NPDES or storm water discharge statutes, rules, regulations, or ordinances applicable to the site. The PROFESSIONAL will include the initial Storm Water Pollution Prevention Plan as a part of the Contract Documents.

3. Indemnification

   PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs (hereafter "Claims") to the extent caused by PROFESSIONAL'S errors, omissions, or negligent acts relating to the preparation of the Notice of Intent or creation of the initial Storm Water Pollution Prevention Plan. CLIENT shall protect, defend, indemnify, and hold PROFESSIONAL harmless from any and all Claims caused by or in any manner related to: a) any discharges of soil, silt, sediment, petroleum product, hazardous substances, or solid waste from the site; and/or b) any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance, unless said Claims were primarily caused by the PROFESSIONAL'S own negligent acts. CLIENT shall release, waive, and otherwise discharge any and all Claims that CLIENT may assert against PROFESSIONAL relating, in any manner, to any discharges from the Site and/or any alleged violation of any NPDES or storm water discharge statute, rule, regulation, or ordinance except as set forth above. The covenants and provisions herein shall survive cessation of PROFESSIONAL'S work on the site.

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

		Base Contract + Amend. 1	**Amend. 2**	**Total**
1.	Project Administration and Coordination	$ 37,600	$ 0	$ 37,600
2.	Topographic Survey and Base Drawings	$ 20,000	$ 0	$ 20,000
3.	Boundary Survey	$ 4,000	$ 0	$ 4,000
4.	Traffic Study	$ 13,800	$ 0	$ 13,800
5.	Conceptual Design Phase	$ 10,000	$ 0	$ 10,000
6.	Preliminary Design and Plans	$ 66,700	$ 0	$ 66,700
7.	Final Design and Plans	$ 98,900	$ 0	$ 98,900
8.	Traffic Signal Design and Plans	$ 31,600	$ 0	$ 31,600
9.	Fiber Optic Upgrade Design and Plans	$ 9,900	$ 0	$ 9,900
10.	Lighting Analysis and Design	$ 3,900	$ 0	$ 3,900
11.	Landscaping Enhancements	$ 5,000	$ 0	$ 5,000
12.	Public Information Meeting	$ 4,400	$ 0	$ 4,400
13.	Bid Period Assistance	$ 3,400	$ 0	$ 3,400
	SUB TOTAL	$ 309,200	$ 0	$ 309,200

B. ADDITIONAL SERVICES

		Base Contract + Amend. 1	Amend. 2	Total
1.	ROW Documents, Negotiations (Permanent Easement/Fee Title = 5 Parcels @ $4,320 per Parcel Temporary Construction Easements = 4 Parcels @ $2,850 per Parcel)	$ 33,000	$ 0	$ 33,000
2.	Acquire Title Certificates (5 @ $450 Each)	$ 2,250	$ 0	$ 2,250
3.	Project Data Book	$ 1,500	$ 0	$ 1,500
4.	Permanent Easement Plats (6 @ $750 Each)	$ 4,500	$ 0	$ 4,500
5.	Temporary Easement Exhibits (8 @ $500 Each)	$ 4,000	$ 0	$ 4,000
6.	Utility Verification Test Holes (14 @ $1,000 Each)	$ 14,000	$ 0	$ 14,000
7.	Permit Fees and Reimbursables	$ 500	$ 0	$ 500
8.	Structural Review of Traffic Signal Poles	0	$ 2,500	$ 2,500
	SUB TOTAL	$ 59,750	$ 2,500	$ 62,250

C. CONSTRUCTION SERVICES

		Base Contract + Amend. 1	Amend. 2	Total
1.	Construction Administration	$ 0	$ 39,100	$ 39,100
2.	Traffic Signal and Fiber Optic Construction Administration	$ 0	$ 15,000	$ 15,000
3.	Construction Staking	$ 0	$ 40,000	$ 40,000
4.	Construction Observation	$ 0	$ 140,900	$ 140,900
5.	Record Drawings	$ 0	$ 8,000	$ 8,000
6.	Monument Preservation	$ 0	$ 2,500	$ 2,500
	SUB TOTAL	$ 0	$ 245,500	$ 245,500
	TOTAL	$ 368,950	$ 248,000	$ 616,950

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ___ day of _____, 20___.

ATTEST: CITY OF ANKENY, POLK COUNTY, IOWA

_____ By _____
Denise L. Hoy Mark E. Holm, Mayor
City Clerk, City of Ankeny

ATTEST: SNYDER & ASSOCIATES, INC.

_____ By _____

EXHIBIT "C"

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$229.00	/hour
Principal I	$217.00	/hour
Senior	$198.00	/hour
VIII	$181.00	/hour
VII	$172.00	/hour
VI	$163.00	/hour
V	$152.00	/hour
IV	$141.00	/hour
III	$129.00	/hour
II	$116.00	/hour
I	$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$138.00	/hour
Senior	$132.00	/hour
VIII	$123.00	/hour
VII	$113.00	/hour
VI	$102.00	/hour
V	$92.00	/hour
IV	$83.00	/hour
III	$75.00	/hour
II	$69.00	/hour
I	$60.00	/hour
Administrative		
II	$71.00	/hour
I	$58.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NW 36TH STREET WIDENING – NW ASH DRIVE TO N. ANKENY BOULEVARD

I. SCOPE OF WORK

Amend the following paragraphs:

A. GENERAL

The overall construction PROJECT is described below.

2. Right turn lanes will be included along eastbound NW 36th Street at NW Ash Drive and N. Ankeny Boulevard and westbound NW 36th Street at N. Ankeny Boulevard, at the Kwik Star access, and the full return at NW Ash Drive for a future right turn lane. A right turn lane will also be included along northbound NW Ash Drive at NW 36th Street.

3. A permanent traffic signal will be added to the intersection of NW 36th Street and NW Ash Drive. Replacement of the existing traffic signal at the intersection of NW 36th Street and N. Ankeny Boulevard is anticipated. The traffic signal improvements at both intersections will include Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed. Fiber optic connection will be provided from N. Ankeny Boulevard to the new signals at NW Ash Drive.

5. The PROJECT includes installing new 12" water main along the north side of NW 36th Street from the northwest corner of the NW 36th Street and N. Ankeny Boulevard intersection to the northwest corner of the NW 36th Street and NW Des Moines Street intersection.

The PROFESSIONAL shall provide Professional Services as described below.

4. The design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the proposed project.

5. The construction services for the PROJECT will be completed under a separate Amendment.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   d. Three meetings with the CLIENT to review the project plans, construction staging, signal improvements, utility coordination, and project schedule.

   e. Utility coordination includes two meetings with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies, and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

Add the following paragraphs:

6. PRELIMINARY DESIGN AND PLANS

   The PROFESSIONAL shall perform preliminary design work necessary to further define the project scope and order of magnitude construction costs for the PROJECT. Preliminary design and plan preparation to include:

   a. Preliminary plan and profiles for the pavement widening of NW 36th Street and all right turn lanes on NW 36th Street, NE 36th Street, and NW Ash Drive.

   b. Preliminary plan and profiles for the water main improvements along NW 36th Street, and under the west leg of the NW 36th Street and N. Ankeny Boulevard intersection.

   c. Analysis of the existing storm sewer located on NW 36th Street. An updated drainage report will be prepared for review by the CLIENT.

   d. ADA sidewalk alignments (vertical design and tabulations to be performed during final design).

   e. Preliminary staging plan. The project will be staged to maintain one lane of traffic in each direction on NW 36th Street. A single lane closure with a temporary detour route on NW Ash Drive, NW 18th Street, and NW State Street will be allowed between NW Des Moines Street and NW Ash Drive during pavement removals and pavement installations.

   f. Preliminary signal and fiber optic layouts, as detailed in Article I, B.8.

   g. Typical sections, cross sections at 25' intervals, and general notes.

   h. Permanent easements and temporary construction easement layouts.

i. Depict where relocations are needed by private utility companies.

j. One meeting with the CLIENT to review preliminary design comments received from the CLIENT.

k. One meeting with the CLIENT to review preliminary right-of-way needs and documents.

l. Engineer's Opinion of Probable Construction Cost with 10% construction contingency for the PROJECT.

7. FINAL DESIGN AND PLANS

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

i. Title sheet, general project notes, and typical sections and details (A & B Sheets).

ii. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).

iii. Roadway plan and profile sheets with horizontal and vertical profiles, construction limits. There will be minimal storm sewer improvements on this project. All storm sewer work will be provided on these sheets (D & E Sheets).

iv. Removal sheets (F-Sheets).

v. Survey staking, benchmark information, survey control, and alignment data (G-Sheets).

vi. Existing and proposed Right-of-Way information (H-Sheets).

vii. Staging and traffic control plans, details, and notes (J-Sheets).

viii. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).

ix. Water Main plan and profile sheets (MWM-Sheets).

x. Traffic signal and fiber optic plans (N-Sheets) as detailed in Article I, B.8.

xi. Lighting Sheets (P-Sheets). The PROFESSIONAL will design and prepare a street lighting plan for the minimal locations along the corridor that do not have street lights. This information will be submitted to Mid-American Energy, which will prepare and submit a proposal to the CLIENT for the street lighting installation.

xii. Pavement marking and signing sheets (PM-Sheets).

xiii. Storm water pollution prevention plan (R-Sheets).

xiv. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

xv. Earthwork tabulation sheets (T-Sheets).

xvi. Special detail sheets (U Sheets).

xvii. Mainline and side road cross-sections (W & X Sheets).

b. The PROFESSIONAL will prepare and apply for any necessary permits required for the construction of the PROJECT. Iowa DNR Water Main Construction, NPDES, and Iowa DOT Work in ROW. The PROFESSIONAL's expenses related to the permitting and publishing fees are included under ADDITIONAL SERVICES.

c. The PROFESSIONAL will submit a Check Plan set to the CLIENT and Iowa DOT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

d. The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

8. TRAFFIC SIGNAL DESIGN AND PLANS

a. Utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NW 36th Street and NW Ash Drive, and replacement of the traffic signal at the intersection 36th Street and N Ankeny Boulevard (US 69). Traffic signal improvements are anticipated to include APS pushbutton installations on separate pedestal poles.

b. Prepare preliminary traffic signal layouts to be included in the preliminary plan submittal to the CLIENT.

c. Prepare traffic signal check plans to be included in the check plan submittal to the CLIENT. Check plans are anticipated to include the following:

   i. Signal Notes and Estimated Quantities Sheet.

   ii. Signal Layout Sheets.

   iii. Signal Wiring and Phasing Sheets.

   iv. Signal Details Sheets.

d. Prepare cost opinion for proposed traffic signal improvements.

e. Complete final plans, based on CLIENT comments received.

f. Prepare Iowa DOT traffic control device permit application for modifications at the 36th Street and N Ankeny Boulevard intersection, and provide an editable application to CLIENT for signature and submittal to Iowa DOT.

9. FIBER OPTIC UPGRADE DESIGN AND PLANS

a. Prepare preliminary layout of proposed fiber optic communications connection along NW 36th Street between NW Ash Drive and N Ankeny Boulevard. Include preliminary layout in the preliminary plan submittal to the CLIENT.

b. Prepare check plans for fiber optic connection with new conduit to be included in the check plan submittal to the CLIENT. Check plans are anticipated to include the following:

   i. Fiber optic circuit/ conduit alignment and handholes placement.

   ii. Fiber optic circuit design, including cable configuration, splicing and terminations will be coordinated with the CLIENT.

   iii. Typical fiber optic circuit/conduit installation details.

   iv. Staging design and notes to minimize downtime to the fiber optic system currently in place.

c. Prepare fiber optic special provisions to supplement SUDAS specifications, if necessary.

d. Compete final plans, based on CLIENT comments received.

10. LIGHTING ANALYSIS & DESIGN

a. Determine existing light pole relocation and possible additional light pole needs associated with the project.

b. Perform photometric analysis of proposed lighting system, including existing lighting along the project corridor.

c. Prepare plan sheet(s) showing proposed lighting system modifications and provide to the CLIENT. Furnish plan sheets to MidAmerican Energy for pricing and installation, as directed by the CLIENT.

11. LANDSCAPING ENHANCEMENTS

The PROFESSIONAL shall provide preliminary plans for landscaping enhancements along each side of NW 36th Street within the ROW between NW Ash Drive and N. Ankeny Boulevard. The landscaping enhancements will take into account future maintenance and be similar to those installed with the NW 36th Street Reconstruction project between NW Abilene Road and NW State Street. The landscaping preliminary plans will be completed on the same design timeline as the roadway widening project. The landscaping installation will be separate from the roadway widening construction. Final plans, technical specifications, and contract documents for the landscaping project will be completed under a separate agreement.

12. PROJECT INFORMATION MEETING

Following completion of the Preliminary Design and Plans, the PROFESSIONAL and CLIENT will present the design to the property and business owners and tenants within the project limits at a Project Information Meeting. The PROFESSIONAL will be responsible for preparing an aerial display drawing for the meeting that will depict the project details, attending the meeting, and responding to property owner questions. The CLIENT will be responsible for notifying the owners, tenants, and residents along the project corridor of the meeting.

13. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

b. Advertising. The PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

c. Bidding. The PROFESSIONAL shall attend the meetings at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

C. CONSTRUCTION SERVICES

Construction services will be added by a separate Amendment.

D. ADDITIONAL SERVICES

1. RIGHT-OF-WAY SERVICES

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT. Mary Ann Carnock is an employee of PROFESSIONAL, and is a State of Iowa licensed real estate sales person with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of PROFESSIONAL. Mary Ann Carnock will be designated as "Appointed Agent" and will represent the CLIENT in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for the PROJECT. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT does hereby request Appointed Agent to select, prepare, and complete form documents for use incident as to a residential real estate transaction of four units or less, as provided by CLIENT. Such documents shall be limited to: (1) purchase offers or purchase agreements, provided the parties are given written notice that these are binding legal documents and competent legal advice should be sought before signing; (2) groundwater hazard statements; and (3) declaration of value forms.

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme

Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.

b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.

c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.

d. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.

e. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.

f. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.

g. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the

CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

h. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.

CLIENT'S RESPONSIBILITIES

CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.

b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.

c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.

d. Process Council Roll Calls/Requisitions.

e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

2. TITLE CERTIFICATES

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT.

3. PROTECT DATA BOOK (PROPERTY VALUATION)

The PROFESSIONAL shall retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CLIENT, will be a subconsultant to the PROFESSIONAL. The

Appraiser will prepare the Project Data Book, as needed. The Appraiser's work will be reviewed by a second party as approved by the CLIENT and as required by Local, State, and /or Federal Right-of-Way acquisition procedures. It is anticipated that the size and valuation of the easements will be limited such that full appraisals are not required. If an Appraisal is required, the Appraiser will prepare, sign, and furnish to the PROFESSIONAL and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CLIENT will review and forward written approval of all findings by the Appraiser. If Appraisals are required, this work will be completed as Additional Services as an Amendment to this Agreement.

4. PERMANENT EASEMENT PLATS

PROFESSIONAL will provide an updated Acquisition and/or Easement Plat in accordance with the Iowa Code for the above referenced PROJECT. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two original signed Plats will be provided to CLIENT for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of plat created and as required by the PROJECT. An estimated number of plats for this PROJECT are shown below:

a. Acquisition Plats 4
b. Permanent Easement Plats 2

5. TEMPORARY EASEMENT EXHIBITS

The PROFESSIONAL will provide a Temporary Construction Easement exhibits for each parcel requiring temporary construction easement for the PROJECT. The estimated budget for these services is based on an estimated unit price as shown in Article III for each type of exhibit created and as required by the PROJECT. The estimated number of temporary easement exhibits required is 8.

6. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated fourteen (14) utility test holes.

Replace Article II as follows:

II. WORK SCHEDULE

This PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	November 2, 2020
Complete Topo and Boundary Survey	November 30, 2020
Submit Draft Traffic Study Memo	February 1, 2021
Receive City Traffic Study Memo Comments	February 5, 2021
Submit Final Traffic Study Memo	February 15, 2021
Complete Conceptual Design	February 26, 2021
Project Management Team Meeting #1	February 26, 2021

General Schedule for Preliminary and Final Design Agreement Items:

Notice to Proceed	April 5, 2021
Preliminary Plan Submittal	June 4, 2021
Project Information Meeting	July 13, 2021
Acquisition Packets Mailed	July 16, 2021
Begin Right-of-Way Acquisitions	July 26, 2021
Right-of-Way Acquired	September 24, 2021
Check Plan Submittal	September 24, 2021
Final Plan Submittal	November 8, 2021
City Council Approves Plans/Specs & Sets Public Hearing	November 15, 2021
Bid Letting	December 14, 2021
Public Hearing to Accept Bids & Award Contract	December 20, 2021
Construction	April – November 2022

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

		Base	Amend 1	Total
1.	Project Administration and Coordination	$ 2,500	$ 35,100	$ 37,600
2.	Topographic Survey and Base Drawings	$ 20,000	$ 0	$ 20,000
3.	Boundary Survey	$ 4,000	$ 0	$ 4,000
4.	Traffic Study	$ 13,800	$ 0	$ 13,800
5.	Conceptual Design Phase	$ 10,000	$ 0	$ 10,000
6.	Preliminary Design and Plans	$ 0	$ 66,700	$ 66,700
7.	Final Design and Plans	$ 0	$ 98,900	$ 98,900
8.	Traffic Signal Design and Plans	$ 0	$ 31,600	$ 31,600
9.	Fiber Optic Upgrade Design and Plans	$ 0	$ 9,900	$ 9,900
10.	Lighting Analysis & Design	$ 0	$ 3,900	$ 3,900
11.	Landscaping Enhancements	$ 0	$ 5,000	$ 5,000
12.	Public Information Meeting	$ 0	$ 4,400	$ 4,400
13.	Bid Period Assistance	$ 0	$ 3,400	$ 3,400
	SUB TOTAL	$ 50,300	$ 258,900	$ 309,200

B. ADDITIONAL SERVICES

		Base	Amend 1	Total
1.	ROW Documents, Negotiations (Permanent Easement/Fee Title = 5 Parcels @ $4,320 per Parcel Temporary Construction Easements = 4 Parcels @ $2,850 per Parcel)	$ 0	$ 33,000	$ 33,000
2.	Acquire Title Certificates (5 @ $450 Each)	$ 0	$ 2,250	$ 2,250
3.	Project Data Book	$ 0	$ 1,500	$ 1,500
4.	Permanent Easement Plats (6 @ $750 Each)	$ 0	$ 4,500	$ 4,500
5.	Temporary Easement Exhibits (8 @ $500 Each)	$ 0	$ 4,000	$ 4,000
6.	Utility Verification Test Holes (14 @ $1,000 Each)	$ 0	$ 14,000	$ 14,000
7.	Permit Fees and Reimbursables	$ 0	$ 500	$ 500
	SUB TOTAL	$ 0	$ 59,750	$ 59,750
	TOTAL	$ 50,300	$ 318,650	$ 368,950

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this 5th day of April, 20 21.

ATTEST:

Denise L. Hoy
City Clerk, City of Ankeny

CITY OF ANKENY, POLK COUNTY, IOWA

By _____
Gary Lorenz, Mayor

ATTEST:

_____

SNYDER & ASSOCIATES, INC.

By _____

SNYDER & ASSOCIATES

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 2nd day of November, 2020, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NW 36th Street Widening – NW Ash Drive to N. Ankeny Boulevard.

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

    8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the Professional hereby agrees as follows:

    11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

    11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

    11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

    11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF INSTRUMENTS OF SERVICE**: The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Professional. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by

the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Professional.

13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.

13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.

13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.

13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.

    17.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.

    17.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

    17.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

    18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

    18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

        18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

        18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

        18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

        18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**	**D**	**Location Map**

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

CITY OF ANKENY, IOWA **(Client)**

By: Gary Lorenz
(Authorized agent)

Gary Lorenz, Mayor
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: Mark A. Land
(Authorized agent)

Mark A. Land
(Printed or typed signature)

Route executed copy to:JWH

EXHIBIT A – SCOPE OF SERVICES

NW 36TH STREET WIDENING – NW ASH DRIVE TO N. ANKENY BOULEVARD

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. The construction PROJECT includes the widening of NW 36th Street from NW Des Moines Street to approximately 800' east of N. Ankeny Boulevard. NW 36th Street will be widened from a 2-lane urban roadway to a 4-lane urban boulevard roadway with raised medians and dedicated left turn lanes.

2. Right turn lanes may be included along eastbound NW 36th Street at NW Ash Drive and N. Ankeny Boulevard and westbound NW 36th Street at N. Ankeny Boulevard and NW Ash Drive. A right turn lane may also be included along northbound NW Ash Drive at NW 36th Street.

3. A Permanent traffic signal will be added to the intersection of NW 36th Street and NW Ash Drive. Traffic signal improvements will be included at the intersection of NW 36th Street and N. Ankeny Boulevard. The traffic signal improvements at both intersections will include Accessible Pedestrian Signals (APS) with additional pedestal poles, as needed. Fiber optic connection will be provided from N. Ankeny Boulevard to the new signals and NW Ash Drive.

4. The PROJECT includes utilizing the existing storm sewer installed with a previous project. This PROJECT will include installing storm sewer intake tops and adjusting to final grade.

5. The PROJECT includes installing new 12" water main along the north side of NW 36th Street from the NW corner of the NW 36th Street and N. Ankeny Boulevard intersection to the NW corner of the NW 36th Street and NW Des Moines Street intersection.

6. Sanitary sewer work is not anticipated on this project.

7. The PROJECT includes ADA sidewalk improvements at the major intersections and potentially reconstructing the existing sidewalk on the north side of NW 36th Street. The existing sidewalk on the south side of NW 36th Street shall be protected.

The PROFESSIONAL shall provide Professional Services as described below.

1. The PROFESSIONAL will complete topographic and boundary survey for the PROJECT along NW 36th Street from the west side of NW Des Moines Street to approximately 800' east of N. Ankeny Boulevard. The PROFESSIONAL shall coordinate with Iowa One Call and that private utility companies locate their facilities along the corridor. The PROFESSIONAL shall obtain the necessary permits from the Iowa DOT for working within the N. Ankeny Boulevard (U.S. Highway 69) right-of-way.

2. A Traffic Study will be performed to outline the intersection geometries and required turn lane lengths, and reviewed with the CLIENT for approval.

3. An overall concept design will be prepared to provide a plan view exhibit of the proposed project improvements.

4. The design and construction services for the PROJECT will be completed under a separate Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   a. Monthly progress reports.

   b. Monthly billing reports.

   c. Project coordination for engineering and coordination with the CLIENT, Iowa DOT, and utility companies, as needed.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

   The PROFESSIONAL shall provide topographic and utility survey for the proposed improvements. This service includes:

   a. Horizontal Datum will be provided using Iowa State Plane.

   b. Vertical Datum will be provided using NAVD 88.

   c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.

d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.

e. Contours shall be shown at 1-foot intervals.

f. Perform a field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.

g. The field survey will include everything within the NW 36th Street right-of-way north of the existing eastbound lane centerline and approximately 15' north of the north right-of-way from the west side of NW Des Moines Street to approximately 800' east of N. Ankeny Boulevard. Additional survey will include the three anticipated right turn lane additions on NW 36th Street and NW Ash Drive and intersections/driveways within the project limits.

h. Location of trees six (6) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.

i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level "C" Subsurface Utility Engineering survey as outlined below.

   Quality Level "C" involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information

with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

The PROFESSIONAL will contact the CLIENT if a known utility is not being located. The CLIENT may choose to submit a "dig" ticket request to facilitate the utility locates within the required 72 hours. The PROFESSIONAL will contact the CLIENT prior to commencing the survey to determine if the "dig" ticket request should be submitted at an earlier date.

j. The PROFESSIONAL will measure elevations above ground level of utility lines through the intersection where in potential conflict with new signal mast arms.

k. Prior to performing topographic survey of the project, the PROFESSIONAL shall provide a Notice of Intent letter to the property owners with properties located along the corridor. This letter will provide information on the project and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads along the edges of their property to be staked.

3. BOUNDARY SURVEY

Right Of Way Verification – The PROFESSIONAL shall establish the existing right-of-way lines to facilitate future design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys and section corner certificates; perform a field survey locating existing monuments and the best available evidence needed to re-establish the record boundary lines; graphically show the boundary on the construction documents.

4. TRAFFIC STUDY

The PROFESSIONAL shall perform a traffic study to evaluate intersection lane configuration needs along NW 36th Street from NW Des Moines Street to just east of N. Ankeny Boulevard.

a. Data Collection:

i. Perform a 24-hour turning movement traffic count at the N. Ankeny Boulevard and 36th Street intersection, using video methods. Utilize

2020 traffic count data provided by the CLIENT for the NW 36th Street and NW Ash Drive intersection.

ii. Review previous traffic studies of the area, including the 2015 NE 36th Street Traffic Analysis, the 2019 Kwik Star Store #1057 Traffic Impact Study, the Lutheran Church of Hope Traffic Input Study, and the Otter Creek PUD.

b. Review and analyze the need for protected-permissive left turn phasing for the northbound left and southbound left at Ankeny Boulevard. Current approaches have protected-only left turn phasing.

c. Traffic Forecasts: Prepare 2025 & 2040 AM and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.

d. Traffic Analysis: Perform traffic operations analyses of estimated 2040 AM and PM peak hour traffic. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths.

e. Memorandum: Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum to the CLIENT for review. CLIENT will submit traffic study to the Iowa DOT for review of recommendations associated with Ankeny Blvd (US Highway 69). Finalize memorandum upon receipt of comments.

5. CONCEPTUAL DESIGN PHASE

The purpose of this phase is to compile existing and proposed roadway features from archived data, prepare an updated plan view exhibit of the proposed improvements, provide an Engineer's Opinion of Probable Project Costs, and evaluate construction staging options to maintain traffic during construction.

II. WORK SCHEDULE

This PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	November 2, 2020
Complete Topo and Boundary Survey	November 30, 2020
Submit Draft Traffic Study Memo	January 8, 2021
Receive City Traffic Study Memo Comments	January 22, 2021
Submit Final Traffic Study Memo	February 5, 2021
Complete Conceptual Design	February 19, 2021

General Schedule for Preliminary and Final Design Agreement Items:

Notice to Proceed	March 1, 2021
Preliminary Design	March – June 2021
Right-of-Way Negotiations (if required)	July - November 2021
Check Plan Design	June – August 2021
Final Plan Design	August – October 2021
Bid Letting	December 14, 2021
Construction	April – November 2022

III. COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the PROFESSIONAL in accordance with the terms and conditions of the Agreement. Fees will be on the basis of hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule. The current fee schedule is shown in the attached Exhibit "C". Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	$ 2,500
2. Topographic Survey and Base Drawings	$ 20,000
3. Boundary Survey	$ 4,000
4. Traffic Study	$ 13,800
5. Conceptual Design Phase	$ 10,000
TOTAL	$50,300

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. The Professional 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 B

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000

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

Exhibit B

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

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

Exhibit B

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 C

SNYDER & ASSOCIATES, INC.
2020-21
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	$214.00	/hour
Principal I	$203.00	/hour
Senior	$182.00	/hour
VIII	$169.00	/hour
VII	$160.00	/hour
VI	$152.00	/hour
V	$142.00	/hour
IV	$132.00	/hour
III	$120.00	/hour
II	$109.00	/hour
I	$96.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	$129.00	/hour
Senior	$123.00	/hour
VIII	$115.00	/hour
VII	$106.00	/hour
VI	$95.00	/hour
V	$85.00	/hour
IV	$78.00	/hour
III	$66.00	/hour
II	$58.00	/hour
I	$50.00	/hour
Administrative		
II	$66.00	/hour
I	$54.00	/hour
Reimbursables		
Mileage	*current IRS standard rate*	
Outside Services	*As Invoiced*	

Exhibit D

10/28/2020
P:\Agreements\Ankeny\36th Street - Ash to US69\Exhibit_36th.dgn

jstoermer
V8iColorHalfWeightPDF.pltcfg

105+00 | 110+00 | 115+00

NW DES MOINES ST

INSTALL PERMANENT PAVEMENT BETWEEN NW DES MOINES ST. AND NW ASH DR. FUTURE PROJECT WILL REMOVE NORTH CURB AND GUTTER AND WIDEN TO 4-LANE BLVD.

PROPOSED WATER MAIN LOCATED BETWEEN BACK OF CURB AND SIDEWALK

PROTECT EXISTING SIDEWALK

5:1 TAPER

5' SIDEWALK FROM STATION 110+00 TO 116+00 TO BE INSTALLED WITH FUTURE DEVELOPMENT

CLOSE DRIVEWAY

CLOSE DRIVEWAY

PROPOSED WATER MAIN LOCATED BETWEEN BACK OF CURB AND FUTURE SIDEWALK

12" W

36.5'

48.5'

NW 36TH ST

24.5'

166.8' | 277.9' | 150' | 106' | 200' | 264.5' | 100' | 142.5'

22'

12.5'

8'

5'

1,035 SQ. FT. OF FEE TITLE

EVALUATE SURVEY TO DETERMINE IF INTERSECTION PAVEMENT CAN BE SALVAGED. COST OPINION INCLUDES REPLACEMENT OF INTERSECTION

NW ASH DR

6'

8'

13'

38'

150'

120'

2134 SQ. FT. OF FEE TITLE

MATCHLINE

120+00 | 130+00

5' SIDEWALK TO BE INSTALLED WITH FUTURE DEVELOPMENT

PROPOSED WATER MAIN LOCATED BETWEEN BACK OF CURB AND SIDEWALK

EVALUATE SURVEY TO DETERMINE IF EXISTING SIDEWALK CAN BE SALVAGED. COST OPINION INCLUDES REPLACEMENT OF EXISTING SIDEWALK

EVALUATE SURVEY TO DETERMINE IF EXISTING SIDEWALK CAN BE SALVAGED. COST OPINION INCLUDES REPLACEMENT OF EXISTING SIDEWALK

FUTURE TRAFFIC SIGNAL

12" W

48.5'

NW 36TH ST

24.5'

150' | 150' | 96.5' | 150' | 128.6' | 150' | 150' | 95.9' | 150' | 173'

MATCHLINE

LEGEND

- PROPOSED PAVEMENT
- PROPOSED PAVED MEDIAN
- PROPOSED SIDEWALK
- PROPOSED GRASS MEDIAN
- PROPOSED TRAFFIC SIGNAL
- PROPOSED TEMP. EASEMENTS
- PROPOSED PERM. FEE TITLE
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- 12" W - PROPOSED WATER MAIN
- PROPOSED STREET LIGHTS
- UAC EXISTING STREET LIGHT

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

0 50 100
FEET

N

NW 36TH ST WIDENING - FROM NW ASH DR TO N ANKENY BLVD - PAGE 1 OF 2

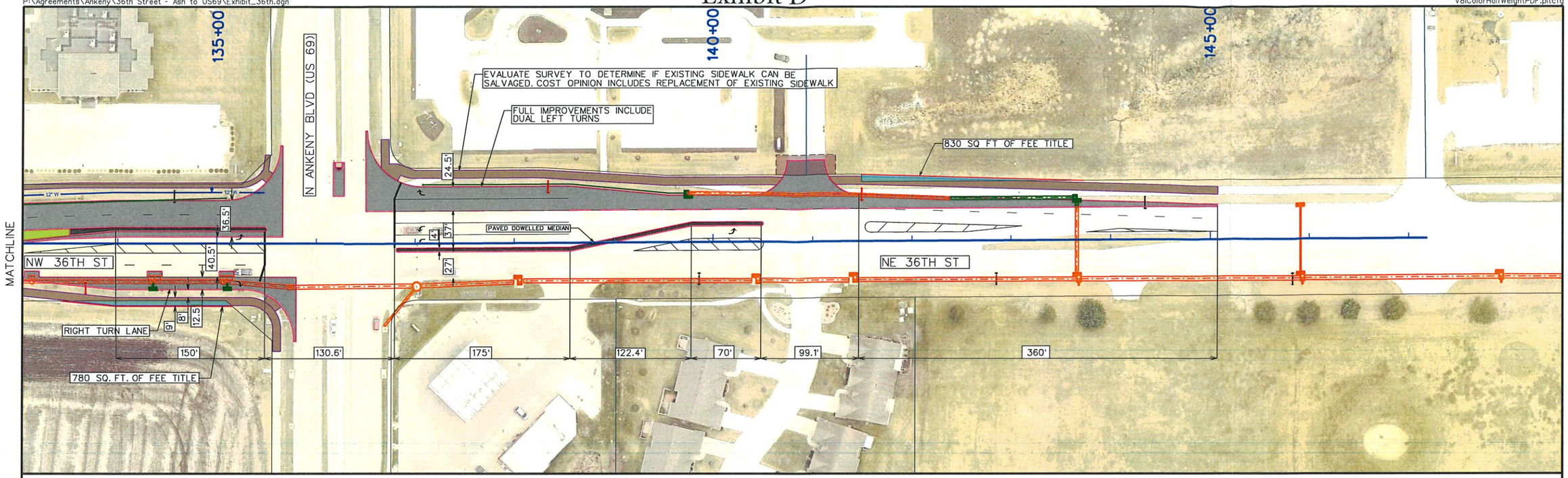
Ankeny, Iowa

11/2/2020

10/27/2020
P:\Agreements\Ankeny\36th Street - Ash to US69\Exhibit_36th.dgn

Exhibit D

jstoermer
V8iColorHalfWeightPDF.pltcfg



LEGEND

- PROPOSED PAVEMENT
- PROPOSED PAVED MEDIAN
- PROPOSED SIDEWALK
- PROPOSED GRASS MEDIAN
- PROPOSED TRAFFIC SIGNAL
- PROPOSED TEMP. EASEMENTS
- PROPOSED PERM. FEE TITLE
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- 12" W - PROPOSED WATER MAIN
- PROPOSED STREET LIGHTS
- UAC EXISTING STREET LIGHT

SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

0 50 100
FEET

N

NW 36TH ST WIDENING - FROM NW ASH DR TO N ANKENY BLVD - PAGE 2 OF 2

Ankeny, Iowa

11/2/2020

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $108,300.00 to Con-Struct, Inc., for construction services on the Wastewater Plant Partial Demolition 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

city of Ankeny
bringing it all together

Project Title:	Wastewater Plant Partial Demolition (2021)		
Contractor:	Con-Struct, Inc.		
Address:	305 S. Dayton Ave. Ames, IA 50010		
Finance Budget Code:	632.3632.4405	**Finance Project #**	632.4405
Vendor Project or Invoice #:	N/A	**PO #**	N/A
Original Contract Date:	October 18, 2021	**Vendor #**	6397

Date of Council Meeting: February 7, 2022 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: January 1, 2022 Through: January 28, 2022

Contract Summary

Original Contract Amount:	$ 379,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 379,000.00	
Total completed and stored to date:	$ 153,500.00		
Retainage: 5 % of Completed Work:	$ 7,675.00		
Total Earned less Retainage:		$ 145,825.00	
Less previous applications for payment:		$ 37,525.00	
SUBTOTAL			$ 108,300.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 108,300.00
Balance to finish, including retainage:		$ 233,175.00	
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: Con-Struct, Inc. (Firm Name)

Signature — Jan 28, 2022 (Date)

Engineer / Consultant Approval: FOX Strand, Inc. (Firm Name)

Jaylyn Hopper (Signature) — 1/28/2022 (Date)

City of Ankeny Staff Approval:

Donald Clark (Signature) — 1/29/22 (Date)

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

E-mail: DClark@Ankenylowa.gov *Phone:* (515) 963-3529 *Fax:* (515) 963-3529

Date Printed: 1/28/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 31, 2021	$ 37,525.00
2		
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		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 37,525.00

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

Contract Working Days:	
Added by Change Order:	
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

Date Printed: 1/28/2022

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	Clearing and Grubbing	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	0.0000	$ -	1.0000	1.00	$ 2,000.00	0.00	100.00%
2	Erosion Control	LS	1.00		1.00	$ 5,000.00	$ 5,000.00	0.2000	$ 1,000.00		0.20	$ 1,000.00	0.80	20.00%
3	Excavation and Backfill	LS	1.00		1.00	$ 70,000.00	$ 70,000.00	0.4286	$ 30,000.00	0.1429	0.57	$ 40,000.00	0.43	57.14%
4	Mobilization	LS	1.00		1.00	$ 5,000.00	$ 5,000.00	0.2000	$ 1,000.00	0.5000	0.70	$ 3,500.00	0.30	70.00%
5	Flowable Fill	LS	1.00		1.00	$ 17,000.00	$ 17,000.00	1.0000	$ 17,000.00		1.00	$ 17,000.00	0.00	100.00%
6	Removal of Pavements	LS	1.00		1.00	$ 6,000.00	$ 6,000.00		$ -		0.00	$ -	1.00	0.00%
7	Removal of Structures	LS	1.00		1.00	$ 140,000.00	$ 140,000.00	0.4643	$ 65,000.00	0.1786	0.64	$ 90,000.00	0.36	64.29%
8	Granular Surfacing	LS	1.00		1.00	$ 9,000.00	$ 9,000.00		$ -		0.00	$ -	1.00	0.00%
9	Topsoil	LS	1.00		1.00	$ 5,000.00	$ 5,000.00		$ -		0.00	$ -	1.00	0.00%
10	Import of Structural Fill for AB 3	CY	4,800.00		4,800.00	$ 25.00	$ 120,000.00		$ -		0.00	$ -	4,800.00	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%
	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 = $ 379,000.00 PAY PERIOD = $ 114,000.00 COMPLETED = $ 153,500.00 40.50%

Date printed: 1/26/2022

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $52,850.19 to FOX Engineering Associates, Inc., for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Ankeny ASR		
Contractor:	FOX Engineering Associates, Inc		
Address:	414 South 17th St, Ste 107, Ames, IA 50010		
Finance Budget Code:	632.3632.4210	***Finance Project #***	632.4210
Vendor Project or Invoice #:	48399	***PO #***	
Original Contract Date:	February 15, 2021	***Vendor #***	5576

Date of Council Meeting: FEB 7, 2022 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: November 28, 2021 Through: December 31, 2021

Contract Summary

Original Contract Amount:	$ 349,900.00			
Net change by Change Orders:	$ 61,100.00			
Contract Amount to Date: (line 1 ± 2)		$ 411,000.00		
Total completed and stored to date:	$ 360,568.34			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 360,568.34		
Less previous applications for payment:		$ 307,718.15		
SUBTOTAL			$	52,850.19
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	52,850.19
Balance to finish, including retainage:		$ 50,431.66		
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: FOX Engineering Associates, Inc

Firm Name

Steven J. Troyer, P.E. 1/12/22

Signature Date

City of Ankeny Staff Approval:

Donald Clark 1/12/22

Signature Date

Submit to: Don Clark, Director of Municipal Utilities

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

Date Printed: 1/12/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	$ 12,000.00
2	5/30/20	$ 39,140.00
3	6/30/21	$ 14,380.00
4	7/31/21	$ 29,721.05
5	8/30/21	$ 47,830.00
6	9/30/21	$ 28,000.00
7	10/30/21	$ 45,745.90
8	11/30/21	$ 90,901.20
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL $ 307,718.15

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL $ -

Please update Payment Application Sheet

Contract Time Remaining

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

Date Printed: 1/12/2022

414 South 17th Street, Ste 107
Ames, IA 50010
515-233-0000

City of Ankeny
220 W First Street
Ankeny, IA 50023
Don Clark, P.E.

Invoice number 48722
Date 11/30/2021

Project **337920A Ankeny ASR**

Professional Services for the Period of 10/31/2021 to 11/27/2021

Lump Sum Phases

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Preliminary Design Concept and Siting Study	20,000.00	100.00	20,000.00	20,000.00	0.00
Preliminary Design	113,800.00	100.00	113,800.00	113,800.00	0.00
Design Services - Demolition	22,300.00	100.00	22,300.00	22,300.00	0.00
Final Design	172,600.00	75.00	43,150.00	129,450.00	86,300.00
Bidding	31,000.00	0.00	0.00	0.00	0.00
Bidding Services - Demolition	8,700.00	100.00	8,700.00	8,700.00	0.00
Bidding Documents (1 @ $50/each) & QuestCDN - Demolition	410.00	100.00	410.00	410.00	0.00
Total	**$368,810.00**	**79.89**	**$208,360.00**	**$294,660.00**	**$86,300.00**

Standard Hourly Rate Phases	Billed Amount
IDNR Permit Fees	
Reimbursables	355.00
IDNR Permit Fees subtotal	$355.00
Construction Administration - WWTP Demolition	
Professional Fees	3,728.50
Reimbursables	59.80
Construction Administration - WWTP Demolition subtotal	$3,788.30
Resident Project Representative - WWTP Demolition	
Professional Fees	428.00
Reimbursables	29.90
Resident Project Representative - WWTP Demolition subtotal	$457.90
Invoice total	**$90,901.20**

FOX engineering

City of Ankeny
Project **337920A Ankeny ASR**

Invoice number 48722
Date 11/30/2021

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
PRELIMINARY DESIGN CONCEPT AND SITING STUDY	20,000.00	20,000.00	20,000.00	0.00
PRELIMINARY DESIGN	113,800.00	113,800.00	113,800.00	0.00
DESIGN SERVICES - DEMOLITION	22,300.00	22,300.00	22,300.00	0.00
FINAL DESIGN	172,600.00	43,150.00	129,450.00	86,300.00
IDNR PERMIT FEES	0.00	0.00	355.00	355.00
BIDDING	31,000.00	0.00	0.00	0.00
BIDDING DOCUMENTS	2,500.00	0.00	0.00	0.00
BIDDING SERVICES - DEMOLITION	8,700.00	8,700.00	8,700.00	0.00
BIDDING DOCUMENTS (1 @ $50/EACH) & QUESTCDN - DEMOLITION	410.00	410.00	410.00	0.00
CONSTRUCTION ADMINISTRATION - WWTP DEMOLITION	18,400.00	2,185.90	5,974.20	3,788.30
RESIDENT PROJECT REPRESENTATIVE - WWTP DEMOLITION	4,600.00	0.00	457.90	457.90
GEOTECHNICAL REPORT	10,000.00	6,271.05	6,271.05	0.00
TESTING SERVICES - WWTP DEMOLITION	6,100.00	0.00	0.00	0.00
Project Totals	**$410,410.00**	**$216,816.95**	**$307,718.15**	**$90,901.20**

Approved by: _____

Late Payment Charge: 15% per annum beginning 30 days from above date

FOX engineering

TRANSMITTAL

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: December 3, 2021

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

RE: ASR Well #1 Replacement Project
FOX Project Number 3379-20A

DELIVERY: US mail

ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the November 2021 billing period. Work this period included completing design for the well project (Bid Package #1) and submitting 90% drawings for the ASR well pump and control building. A 90% review meeting was held on December 3. A construction progress meeting was held for the demolition project at the WWTP.

If you have questions or concerns, please contact me. Thank you.

Steven J. Troyer, P.E., BCEE, Project Manager

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of $71,838.02 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NE 36th Street Reconstruction I-35 to NE Four Mile Drive		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131		
Finance Budget Code:	896.3896.4210	***Finance Project #***	896.4210
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	April 5, 2021	***Vendor #***	5531

Date of Council Meeting: February 7, 2022 **PAYMENT REQUEST #** 7

PAYMENT PERIOD: From: November 27, 2021 Through: December 31, 2021

Contract Summary

Original Contract Amount:	$ 206,500.00			
Net change by Change Orders:	$ 449,000.00			
Contract Amount to Date: (line 1 ± 2)		$ 655,500.00		
Total completed and stored to date:	$ 435,753.42			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 435,753.42		
Less previous applications for payment:		$ 363,915.40		
SUBTOTAL			$	71,838.02
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	71,838.02
Balance to finish, including retainage:		$ 219,746.58		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

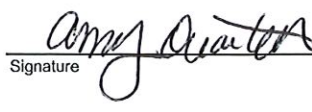
Engineer / Consultant Approval: HR Green, Inc.

Firm Name

Signature January 27, 2022

Date

City of Ankeny Staff Approval:



Signature 1/28/2022

Date

Submit to: *Amy Quartell, PE, City Engineer*

E-mail: aquartell@ankenyiowa.gov *Phone:* *(515) 965-6448* *Fax:* *(515) 965-6448*

Date Printed: 1/27/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	$ 17,924.10
2	July 19, 2021	$ 50,683.86
3	August 16, 2021	$ 16,218.75
4	September 20, 2021	$ 32,991.50
5	November 1, 2021	$ 69,694.72
6	December 20, 2021	$ 176,402.47
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 363,915.40

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ -

Please update Payment Application Sheet

Contract Time Remaining

	Working Days
Contract Period:	
Construction Start Date:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	**0.0**

Date Printed: 1/27/2022

HRGreen

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

HRGREEN.COM

January 28, 2022

Amy Quartell, PE
City Engineer
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - NE 36th Street Reconstruction
HRG Project No. 210360
Contract date: April 5, 2021

Dear Amy:

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

Attached Invoice #	149938
Period covered by invoice	11/27/21 – 12/31/21
Amount this invoice	$71,838.02
Total billings to date, including this invoice	$435,753.42
Contract maximum fee	$655,500.00
% of Contract billed to date	66.48%

Summary of services during this billing period:

- Began updating designs and plans based on City Check Plans review
- Coordinated with MidAmerican Energy and Aureon on facility designs and relocations
- Established proposed right-of-way and easement lines and prepared Council exhibits
- Began preparing draft right-of-way and easement plats and exhibits
- Began preparing acquisition documentation
- Coordinated and prepared draft Special Assessment documentation

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.

Jason Lastovica, P.E.

HRGreen®

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

City of Ankeny, IA
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

January 28, 2022
Project No: 210360
Invoice No: 149938
Invoice Total: $71,838.02

Project 210360 Ankeny, IA - NE 36th Street Reconstruction
Professional Services Through December 31, 2021

Phase 01.00 Project Management and Administration
Professional Personnel

	Hours	Amount	
Senior Professional	16.75	3,688.75	
Junior Professional	5.00	800.00	
Admin Coordinator	2.00	196.00	
Totals	23.75	4,684.75	
Total Labor			**4,684.75**
		Total this Phase	**$4,684.75**

Phase 02.00 Stakeholder Coordination
Professional Personnel

	Hours	Amount	
Junior Professional	4.00	640.00	
Totals	4.00	640.00	
Total Labor			**640.00**
		Total this Phase	**$640.00**

Phase 03.00 Utility Coordination
Professional Personnel

	Hours	Amount	
Senior Professional	2.00	440.00	
Totals	2.00	440.00	
Total Labor			**440.00**
		Total this Phase	**$440.00**

Phase 07.00 Right-of-Way and Easements
Professional Personnel

	Hours	Amount	
Senior Professional	5.00	1,100.00	
Totals	5.00	1,100.00	
Total Labor			**1,100.00**
		Total this Phase	**$1,100.00**

Phase 08.00 Land Acquisition Services

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Consultants

JCG Land Services, Inc.

12/31/2021	JCG Land Services, Inc.	Land Acquisition Services	3,495.16	
12/31/2021	JCG Land Services, Inc.	Land Acquisition Services	1,193.30	
	Total Consultants		**4,688.46**	**4,688.46**
			Total this Phase	**$4,688.46**

Phase 09.00 Geotechnical Services

Consultants

Terracon Consultants, Inc.

12/31/2021	Terracon Consultants, Inc.	Final Geotech Services	10,299.48	
	Total Consultants		**10,299.48**	**10,299.48**
			Total this Phase	**$10,299.48**

Phase 10.00 Final Design

Professional Personnel

	Hours	**Amount**	
Senior Professional	26.50	5,760.00	
Professional	19.25	3,635.00	
Junior Professional	123.50	19,110.00	
Senior Technician	8.00	1,200.00	
Totals	177.25	29,705.00	
Total Labor			**29,705.00**

Reimbursable Expenses

Travel - Meals, Hotel & Transportation		36.33	
Total Reimbursables		**36.33**	**36.33**
		Total this Phase	**$29,741.33**

Phase 12.00 Special Assessment Services

Professional Personnel

	Hours	**Amount**	
Senior Professional	77.50	17,050.00	
Professional	2.25	427.50	
Junior Professional	2.00	320.00	
Admin Coordinator	3.00	294.00	
Totals	84.75	18,091.50	
Total Labor			**18,091.50**
		Total this Phase	**$18,091.50**

Phase 13.00 Interchange Operation Report

Professional Personnel

	Hours	**Amount**	
Senior Professional	10.50	2,152.50	
Totals	10.50	2,152.50	
Total Labor			**2,152.50**
		Total this Phase	**$2,152.50**

Project	210360	Ankeny, IA - NE 36th Street Reconstructi			Invoice	149938

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	71,838.02	363,915.40	435,753.42
Limit			655,500.00
Remaining			219,746.58

Total this Invoice **$71,838.02**

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of $5,701.90 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Ankeny, IA - Oralabor Gateway Trail		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite 200, Johnston, IA 50131		
Finance Budget Code:	988.3988.4210	***Finance Project #***	988.421
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	May 3, 2021	***Vendor #***	5531

Date of Council Meeting: February 7, 2022 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: October 2, 2021 Through: December 31, 2021

Contract Summary

Original Contract Amount:	$ 61,000.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 61,000.00		
Total completed and stored to date:	$ 59,000.00			
Retainage: ____ % of Completed Work:	$ -			
Total Earned less Retainage:		$ 59,000.00		
Less previous applications for payment:		$ 53,298.10		
SUBTOTAL			$	5,701.90
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	5,701.90
Balance to finish, including retainage:		$ 2,000.00		
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: HR Green, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.
Firm Name

Signature January 28, 2022
Date

City of Ankeny Staff Approval:

Signature 1/28/2022
Date

Submit to: *Jim Haberichter, P.E. Civil Engineer II - Public Works Department*
E-mail: JHaberichter@Ankenylowa.gov *Phone:* *(515) 963-3536* *Fax:* *(515) 963-3536*

Date Printed: 1/28/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 19, 2021	$ 11,164.46
2	August 16, 2021	$ 6,236.04
3	September 20, 2021	$ 27,007.60
4	November 1, 2021	$ 8,890.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 53,298.10

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

Contract Working Days:	
Added by Change Order:	
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**

Date Printed: 1/28/2022

HRGreen®

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

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

January 27, 2022
Project No: 210345
Invoice No: 149926
Invoice Total: $5,701.90

Project 210345 Ankeny, IA - Oralabor Gateway Trail
Professional Services Through December 31, 2021

Phase 01.00 Project Management and Administration
Professional Personnel

	Hours	Amount	
Senior Professional	3.50	770.00	
Admin Coordinator	.50	49.00	
Totals	4.00	819.00	
Total Labor			**819.00**
		Total this Phase	**$819.00**

Phase 04.00 Feasibility Study
Professional Personnel

	Hours	Amount	
Senior Professional	4.00	875.00	
Professional	.25	43.75	
Junior Professional	30.50	3,965.00	
Totals	34.75	4,883.75	
Total Labor			**4,883.75**
		Total this Phase	**$4,883.75**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	5,702.75	53,298.10	59,000.85	
Limit			59,000.00	
Adjustment				**-.85**
			Total this Invoice	**$5,701.90**

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

HRGreen

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

HRGREEN.COM

January 28, 2022

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 – Oralabor Gateway Trail
HRG Project No. 210345
Contract date: May 3, 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 #	149926
Period covered by invoice	10/2/21 – 12/31/21
Amount this invoice	$5,701.90
Total billings to date, including this invoice	$59,000.00
Contract maximum fee	$61,000.00
% of Contract billed to date	96.72%

Summary of services during this billing period:

- Finalized Functional Design
- Prepared and submitted Alternative Analysis Memo for review on December 6, 2021
- Revised Alternative Analysis Memo and submitted final on December 23, 2021

Comments:

- $2,000 allocated for utility test holes will not be invoiced for this project. Test holes will not be completed for this project.

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.

Jason Lastovica, P.E.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $4,171.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street 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 NO. 9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

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

Date of Council Meeting: ~~November 1, 2021~~ 2-7-2022 **PAYMENT REQUEST #** 9

PAYMENT PERIOD: From: September 4, 2021 Through: October 8, 2021

Contract Summary

Original Contract Amount:	$ 129,560.00			
Net change by Change Orders:	$ 11,885.00			
Contract Amount to Date: (line 1 ± 2)		$ 141,445.00		
Total completed and stored to date:	$ 137,905.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 137,905.00		
Less previous applications for payment:		$ 133,733.75		
SUBTOTAL			$	4,171.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	4,171.25
Balance to finish, including retainage:		$ 3,540.00		
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: JEO Consulting Group, Inc.

Firm Name

Signature October 14, 2021

Date

City of Ankeny Staff Approval:

Signature 2/1/2022

Date

Submit to: *Becky Ford, PE, CFM - Stormwater and Environmetal Manager*

E-mail: BFord@Ankenyiowa.gov *Phone:* *(515) 963-3526* *Fax:* *(515) 963-3526*

Date Printed: 10/13/2021

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

October 14th, 2021

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 9
JEO Project No. 200170.01

Dear Ms. Ford:

This is the ninth progress report for the above referenced project and covers work through October 8th, 2021. Work during the specified timeframe includes final design of Phase 1.

We are 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, P.E.
Project Manager

Enclosures

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	$ 8,827.50
2	March 1, 2021	$ 27,042.50
3	April 5, 2021	$ 13,045.00
4	May 3, 2021	$ 18,691.25
5	June 7, 2021	$ 6,117.50
6	August 2, 2021	$ 31,245.00
7	September 7, 2021	$ 16,212.50
8	October 4, 2021	$ 12,552.50
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 133,733.75

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	$ 11,885.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ 11,885.00

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

Date Printed: 10/13/2021

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

October 15, 2021
Project No: R200170.01
Invoice No: 127873
Invoice Amount: 4,171.25

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Timothy Sheets

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1

Professional Services through October 8, 2021

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$20,475.00		$20,475.00	$20,291.25	$183.75
Geotechnical	$7,000.00		$7,000.00	$7,000.00	0.00
Preliminary Design	$62,090.00		$62,090.00	$62,090.00	0.00
Final Design	$44,840.00		$44,840.00	$40,852.50	$3,987.50
Public Information Meeting	$3,500.00		$3,500.00	$3,500.00	0.00
Bidding Phase Services	$3,540.00		0.00	0.00	0.00
Total	**$141,445.00**		**$137,905.00**	**$133,733.75**	**$4,171.25**

Total Amount Due Upon Receipt : $4,171.25

Email invoice to: BFord@Ankenylowa.gov

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

October 14th, 2021

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 9
JEO Project No. 200170.01

Dear Ms. Ford:

This is the ninth progress report for the above referenced project and covers work through October 8th, 2021. Work during the specified timeframe includes final design of Phase 1.

We are 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, P.E.
Project Manager

Enclosures

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $4,440.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water 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 #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW 36th Street and NW Weigel Drive Water Main		
Contractor:	MSA Professional Services, Inc.		
Address:	1555 SE Delaware Avenue, Suite F Ankeny, IA 50021		
Finance Budget Code:	634.3634.4210	***Finance Project #***	634.4210
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	April 6, 2020	***Vendor #***	6447

Date of Council Meeting: February 7, 2022 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: March 21, 2021 Through: January 22, 2022

Contract Summary

Original Contract Amount:	$ 120,010.00			
Net change by Change Orders:	$ 125,450.00			
Contract Amount to Date: (line 1 ± 2)		$ 245,460.00		
Total completed and stored to date:	$ 133,040.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 133,040.00		
Less previous applications for payment:		$ 128,600.00		
SUBTOTAL			$	4,440.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	4,440.00
Balance to finish, including retainage:		$ 112,420.00		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Nicholle Jungren
Signature 1/27/2022
Date

City of Ankeny Staff Approval:

Donald Clark
Signature 1/29/22
Date

Submit to: *Don Clark, Municipal Utilities Director*

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

Date Printed: 1/28/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 4, 2020	$ 4,194.80
2	June 1, 2020	$ 15,211.20
3	July 6, 2020	$ 27,315.50
4	August 3, 2020	$ 16,869.30
5	September 8, 2020	$ 14,277.20
6	October 5, 2020	$ 23,843.20
7	November 2, 2020	$ 14,673.80
8	December 7, 2020	$ 4,918.10
9	January 4, 2021	$ 1,172.10
10	February 1, 2021	$ 1,974.20
11	Apeil 5, 2021	$ 4,150.60
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL **$ 128,600.00**

Record of Change Orders

No.	Date	Amount
1	June 1, 2020	$ 5,750.00
2	February 15, 2021	$ 119,700.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL **$ 125,450.00**

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:	-

Date Printed: 1/28/2022

MSA™

Remit to:
MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE. INTEREST AT THE RATE OF 1.5% PER MONTH ON UNPAID BALANCE WILL BE ADDED TO YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

Don Clark
City of Ankeny IA
410 West First Street
Ankeny, IA 50023

January 28, 2022
Invoice No: R09085053.0 - 2

00-50-203
Project Manager Nichole Sungren
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: $4,440.00

Project R09085053.0 City of Ankeny IA CRS 36th and Weigel Water Main

Professional Services from March 21, 2021 to January 22, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	28,400.00	25.00	7,100.00	2,840.00	4,260.00
Construction Staking	12,000.00	1.50	180.00	0.00	180.00
Construction Observation	73,900.00	0.00	0.00	0.00	0.00
Post Construction	5,400.00	0.00	0.00	0.00	0.00
Total Fee	119,700.00		7,280.00	2,840.00	4,440.00

Total Fee 4,440.00

AMOUNT DUE THIS INVOICE: $4,440.00

For ACH notification, remit to:
ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.
We are proud to be a 100% employee-owned firm.

1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

January 27, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main
Project # 09085053

Dear Mr. Clark:

Please find attached the Engineering Invoice #12 for work completed between March 21, 2021 and January 22, 2022. Please refer to the attached Project Update for a summary of the work completed to date. The project is currently being rebid on February 15, 2022.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

Nichole Sungren

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren
Phone: (515) 964-1920
nsungren@msa-ps.com

DATE:

January 27, 2022

PROJECT NUMBERS:

City of Ankeny:
WTM-20-001

MSA:
09085053

CONSTRUCTION PROJECT 09085053

TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 10% Complete

MSA has been coordinating with City staff on the project rebid. MSA has submitted a request to the DNR for a permit extension and paid the associated fee. MSA has notified the DNR and Army Corps of Engineers of the project delay in regards to the joint permit. The project plans, front ends and cost estimate have been updated for the rebid on February 15, 2022 and they have been uploaded on Quest. MSA has also sent the notice to Contractors and has been answering any project related questions.

TASK 2: CONSTRUCTION STAKING

Task 2: 0% Complete

No work has started on this task.

TASK 3: CONSTRUCTION OBSERVATION

Task 3: 0% Complete

No work has started on this task.

TASK 4: POST CONSTRUCTION

Task 4: 0% Complete

No work has started on this task.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager | Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of $9,293.28 to Shive Hattery for design\development services on the Ankeny Senior Community Center.

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
Shive Payment 20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

##

city of Ankeny
bringing it all together

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 #:	4185992-22	***PO #***	
Original Contract Date:	October 28, 2019	***Vendor #***	8471

Date of Council Meeting: February 7, 2022 **PAYMENT REQUEST #** 20

PAYMENT PERIOD: From: December 6, 2021 Through: January 14, 2022

Contract Summary

Original Contract Amount:	$ 601,000.00			
Net change by Change Orders:	$ 139,700.00			
Contract Amount to Date: (line 1 ± 2)		$ 740,700.00		
Total completed and stored to date:	$ 721,570.79			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 721,570.79		
Less previous applications for payment:		$ 712,277.51		
SUBTOTAL			$	9,293.28
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	9,293.28
Balance to finish, including retainage:		$ 19,129.21		
Contract Time Remaining (If applicable)	- Working Days			

172,021

Construction Contractor Approval: Shive Hattery
Firm Name

Anne Cameron
Signature

January 18,2022
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Nick Osborne
Signature

1/19/2022
Date

Submit to: *Nick Osborne - Assistant to the City Manager*

E-mail: nosborne@ankenyiowa.gov *Phone:* *(515) 965-6426* *Fax:* *(515) 963-3537*

Date Printed: 1/18/2022

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

INVOICE

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

January 18, 2022
Invoice No: 4185992 - 22

Nick Osborne
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services
Services provided through January 14, 2022:

Phase 02 Base Contract

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	113,400.00	100.00	113,400.00	113,400.00	0.00
Design Development	113,400.00	100.00	113,400.00	113,400.00	0.00
Construction Documents	198,450.00	100.00	198,450.00	198,450.00	0.00
Bid	28,350.00	100.00	28,350.00	28,350.00	0.00
Construction Administration	113,400.00	100.00	113,400.00	113,400.00	0.00
Amend. #1 Geothermal Wells	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend. #2 Parking Lot & Storm	14,900.00	100.00	14,900.00	14,900.00	0.00
Reimbursables	16,500.00	18.9478	3,126.39	3,077.51	48.88
M/E Commissioning	19,000.00	100.00	19,000.00	19,000.00	0.00
Amend. #3 BECx Commissioning	28,900.00	100.00	28,900.00	28,900.00	0.00
Amend. #4 FF&E Design	19,900.00	100.00	19,900.00	19,900.00	0.00
Amend. #5 Parking Lot Replacement	20,000.00	100.00	20,000.00	20,000.00	0.00
Amend. #6 Paving Observation	10,500.00	100.00	10,500.00	10,500.00	0.00
Amend. #7 Floor Plan Changes	5,000.00	100.00	5,000.00	5,000.00	0.00
Amend #8 Add CA Services (Hrly)	15,000.00	61.6293	9,244.40	0.00	9,244.40
Total Fee	740,700.00		721,570.79	712,277.51	9,293.28
	Total Fee				**9,293.28**
			Total this Phase		**$9,293.28**
			AMOUNT DUE THIS INVOICE		**$9,293.28**

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Billing Backup

Tuesday, January 18, 2022

Shive-Hattery, Inc. Invoice Dated 1/18/2022 1:42:58 PM

Phase 71 Construct Admin - Amend-8-Add Services

Total this Phase **$9,244.40**

Phase 99 Expenses

Task 990 Expenses

Reimbursable Expenses

Reimbursed Exp/Mileage

EX	000000094051	12/13/2021	Smailovic, Edin / Site visit / Final walkthrough / 40.00 miles @ 0.56	22.40	
EX	000000094148	12/13/2021	Wehr, Todd / Mileage / Final Punchlist inspection / 4.20 miles @ 0.56	2.35	
EX	000000094425	1/13/2022	Harbaugh, Anthony / Punch List Site Visit / Drive to Ankeny Senior Center for punch list site visit / 41.60 miles @ 0.58	24.13	
		Total Reimbursables		**48.88**	**48.88**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 26, 2019	$ 11,360.31
2	January 6, 2020	$ 102,092.10
3	Feburary 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		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

PREVIOUS PAY APP TOTAL = $ 712,277.51

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	Amendmenty #8	$ 15,000.00
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

CHANGE ORDER TOTAL = $ 139,700.00

Contract Time Remaining

	Working Days
Contract Period:	
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

Date Printed: 1/18/2022

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of $22,485.13 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd 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 #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 **Finance Project Code:** 938.4210
Vendor Project or Invoice #: 120.0274.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 18

PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 154,900.00		
Net change by Change Orders: Amd #1/Amd #2	$ 378,520.00		
Contract Amount to Date: (line 1 ± 2)		$ 533,420.00	
Total completed and stored to date:	$ 410,251.90		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 410,251.90	
Less previous applications for payment:		$ 387,766.77	
SUBTOTAL			$ 22,485.13
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 22,485.13
Balance to finish, including retainage:		$ 123,168.10	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Signature 1/27/22
Date

City of Ankeny Staff Approval
Signature 1/28/2022
Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 1/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	$ 9,986.63
2	4/23/2020	$ 9,165.66
3	5/21/2020	$ 12,496.11
4	6/25/2020	$ 9,343.00
5	7/21/2020	$ 35,972.88
6	8/26/2020	$ 29,571.50
7	9/24/2020	$ 23,112.50
8	11/20/2020	$ 34,894.95
9	12/22/2020	$ 21,011.25
10	1/21/2021	$ 32,818.25
11	2/17/2021	$ 69,642.05
12	7/23/2021	$ 8,505.22
13	8/25/2021	$ 12,499.45
14	9/21/2021	$ 15,589.13
15	10/20/2021	$ 18,875.84
16	11/23/2021	$ 18,234.59
17	12/22/2021	$ 26,047.76
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 387,766.77

Record of Change Orders

#	Date	Amount
1	11/16/2020	$ 133,120.00
2	7/19/2021	$ 245,400.00
3		
4		
5		
6/7/2021		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ 378,520.00

Contract Time Remaining:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 18

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project **120.0274.01** **High Trestle Trail Ext Magazine Rd to Oralabor Rd**

Professional Services through January 31, 2022

Orig Contract $154,900
Amendment 1 $133,120
Amendment 2 $245,400

Prelim Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**22,375.58**	**22,375.58**	**0.00**	

Basic Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**238,360.32**	**238,360.32**	**0.00**	

Construction Services

		Hours	**Rate**	**Amount**	
Sr. Engineer II		.50	190.00	95.00	
Sr. Engineer		8.25	190.00	1,567.50	
Engineer VIII		3.50	174.00	609.00	
Engineer VII		5.25	165.00	866.25	
Project Manager VI		6.00	157.00	942.00	
Engineer IV		62.00	136.00	8,432.00	
Landscape Architect IV		3.50	136.00	476.00	
Lead Technician		2.50	133.00	332.50	
Technician VII		77.00	109.00	8,393.00	
Technician VI		.50	98.00	49.00	
Technician V		1.00	88.00	88.00	
Technician IV		2.00	80.00	160.00	
	Total Services	172.00		22,010.25	
	Total Services				**22,010.25**

Fleet Mileage **474.88**

Phase Subtotal **$22,485.13**

	Total	**Prior**	**Current**

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

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

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo			Invoice	18
Billings to Date		**112,527.90**	**90,042.77**	**22,485.13**		

Outside SubConsultant Services

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**30,820.00**	**30,820.00**	**0.00**

Billing Limits	Current	Prior	To-Date
Total Billings	22,485.13	387,766.77	410,251.90
Limit			533,420.00
Remaining			123,168.10

Amount Due this Invoice **$22,485.13**

	Total	Prior	Current
Billings to Date	**410,251.90**	**387,766.77**	**22,485.13**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 25, 2022

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

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR ROAD
PROGRESS REPORT NO. 18
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the eighteenth progress report for the above referenced project and covers work through January 21, 2022. Work through this period includes shop drawing review, construction staking, onsite construction meetings, construction observation, structural footing and pile driving observation, preparation of pay application, and other project management tasks. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of $16,200.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 103,800.00		
Net change by Change Orders: Amd #1/2	$ 343,600.00		
Contract Amount to Date: (line 1 ± 2)		$ 447,400.00	
Total completed and stored to date:	$ 167,069.93		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 167,069.93	
Less previous applications for payment:		$ 150,869.43	
SUBTOTAL			$ 16,200.50
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 16,200.50
Balance to finish, including retainage:		$ 280,330.07	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Signature Date 1/27/22

City of Ankeny Staff Approval Donald Clark
Signature Date 1/29/22

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 1/26/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	$ 47,394.98
2	4/22/2021	$ 14,665.92
3	5/26/2021	$ 16,258.50
4	6/24/2021	$ 4,639.50
5	7/22/2021	$ 6,659.86
6	8/25/2021	$ 1,525.50
7	9/22/2021	$ 3,837.50
8	10/21/2021	$ 15,215.25
9	11/23/2021	$ 24,875.92
10	12/21/2021	$ 15,796.50
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 150,869.43

Record of Change Orders

#	Date	Amount
1	9/7/2021	$ 158,200.00
2	12/6/2021	$ 185,400.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ 343,600.00

Contract Time Remaining:

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

Date Printed: 1/26/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 26, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 11

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project **120.1113.01** **Ankeny HTT Water Main & Drainage Improvements**

Professional Services through January 21, 2022

Prelim Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**95,150.76**	**95,150.76**	**0.00**

Design Services Amendment 1
Hourly Services

	Hours	**Rate**	**Amount**
Sr. Engineer	8.50	190.00	1,615.00
Engineer II	11.00	112.00	1,232.00
Environmental Scientist I	1.00	99.00	99.00
Lead Technician	6.00	133.00	798.00
Administrative II	1.00	68.00	68.00
Total Services	27.50		3,812.00

3,812.00

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,812.00	42,454.17	46,266.17
Limit			158,200.00
Remaining			111,933.83

Phase Subtotal **$3,812.00**

	Total	**Prior**	**Current**
Billings to Date	**46,266.17**	**42,454.17**	**3,812.00**

Design Services Amendment 2 (Division 1)
Hourly Services

	Hours	**Rate**	**Amount**
Sr. Engineer	17.50	190.00	3,325.00
Lead Technician	9.50	133.00	1,263.50
Technician VIII	19.75	118.00	2,330.50

Technician VII	13.50	109.00	1,471.50	
Total Services	60.25		8,390.50	
				8,390.50

Billing Limits	Current	Prior	To-Date	
Total Billings	8,390.50	10,475.00	18,865.50	
Limit			164,600.00	
Remaining			145,734.50	
			Phase Subtotal	$8,390.50

	Total	Prior	Current
Billings to Date	18,865.50	10,475.00	8,390.50

Design Services Amendment 2 (Division 2)
Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	6.25	190.00	1,187.50	
Engineer VIII	11.00	174.00	1,914.00	
Technician VIII	5.75	118.00	678.50	
Technician VII	2.00	109.00	218.00	
Total Services	25.00		3,998.00	
				3,998.00

Billing Limits	Current	Prior	To-Date	
Total Billings	3,998.00	2,789.50	6,787.50	
Limit			20,800.00	
Remaining			14,012.50	
			Phase Subtotal	$3,998.00

	Total	Prior	Current
Billings to Date	6,787.50	2,789.50	3,998.00

Amount Due this Invoice $16,200.50

	Total	Prior	Current
Billings to Date	167,069.93	150,869.43	16,200.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 2022

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

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 11
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the eleventh progress report for the above referenced project and covers work through January 21, 2022. Work performed during this period includes tasks associated with the preliminary design of Phase 1 and Phase 2. This invoice of $16,200.50 represents a completion of about 21% of the $343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/wcf

Enclosure

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of $8,141.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape 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 #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: November, 2020 **Vendor #** 990

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 173,400.00		
Net change by Change Orders: Amd #1			
Contract Amount to Date: (line 1 ± 2)		$ 173,400.00	
Total completed and stored to date:	$ 105,944.89		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 105,944.89	
Less previous applications for payment:		$ 97,803.39	
SUBTOTAL			$ 8,141.50
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 8,141.50
Balance to finish, including retainage:		$ 67,455.11	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Mark Arnold
Signature 1/27/22
Date

City of Ankeny Staff Approval
Jessie Hart
Signature 1/27/22
Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 1/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	$ 9,430.16
3	5/21/2020	$ 11,583.63
4	6/24/2020	$ 8,959.75
5	7/23/2020	$ 8,516.65
6	8/27/2020	$ 11,199.75
7	9/24/2020	$ 25,453.50
8	10/20/2020	$ 3,516.20
9	11/19/2020	$ 3,959.50
10	1/21/2021	$ 1,686.50
11	10/20/2021	$ 6,718.00
12	11/23/2021	$ 1,600.25
13	12/21/2021	$ 4,001.00
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 97,803.39

Record of Change Orders

#	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ -

Contract Time Remaining:

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

January 26, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 14
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the fourteenth progress report for the above referenced project and covers work through January 21, 2022. We are preparing final plans for the fiber optic upgrade project to occur in 2022 along N Ankeny Boulevard. We are currently addressing City plan comments and utility coordination.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 14

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project **120.0315.01** **N. Ankeny Blvd. Landscape Improvements**

Professional Services through January 21, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	16.00	208.00	3,328.00	
Engineer VII	.50	155.00	77.50	
Engineer IV	37.00	128.00	4,736.00	
Total Services	53.50		8,141.50	
Total Services				**8,141.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	8,141.50	97,803.39	105,944.89	
Limit			173,400.00	
Remaining			67,455.11	
		Phase Subtotal		**$8,141.50**

	Total	**Prior**	**Current**
Billings to Date	**105,944.89**	**97,803.39**	**8,141.50**

Amount Due this Invoice **$8,141.50**

	Total	**Prior**	**Current**
Billings to Date	**105,944.89**	**97,803.39**	**8,141.50**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

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

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

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $34,225.25 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 250,000.00		
Net change by Change Orders: Amd #1			
Contract Amount to Date: (line 1 ± 2)		$ 250,000.00	
Total completed and stored to date:	$ 172,138.61		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 172,138.61	
Less previous applications for payment:		$ 137,913.36	
SUBTOTAL			$ 34,225.25
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 34,225.25
Balance to finish, including retainage:		$ 77,861.39	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A. Rd 1/27/22
Signature Date

City of Ankeny Staff Approval

Adam L. Lutz 01/23/22
Signature Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	$ 30,784.32
2	9/21/2021	$ 3,859.36
3	10/20/2021	$ 13,195.08
4	11/23/2021	$59,301.65
5	12/21/2021	$ 30,772.95
6		
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		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 137,913.36

Record of Change Orders

#	Date	Amount
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ -

Contract Time Remaining:

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

Date Printed: 1/25/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 25, 2022

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 6
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the sixth progress report for the above referenced project and covers work through January 21, 2022. Our work through this period includes coordinating with City staff, preparing the project traffic study, preparing concept design and plans, and preparing Tributary A hydraulic analysis of the box culvert. We have received comments from the City on the draft traffic study and hydraulic analysis. We will be submitting the final reports for both this month, followed by the concept plans in March.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 6

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

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

Professional Services through January 21, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	14.75	220.00	3,245.00	
Principal Engineer	4.25	209.00	888.25	
Land Surveyor VIII	4.25	174.00	739.50	
Engineer VIII	1.50	174.00	261.00	
Engineer VII	29.50	165.00	4,867.50	
Planner V	30.00	146.00	4,380.00	
Engineer V	22.50	146.00	3,285.00	
Engineer I	50.50	99.00	4,999.50	
Technician VII	1.50	109.00	163.50	
Technician V	129.50	88.00	11,396.00	
Total Services	288.25		34,225.25	
Total Services				**34,225.25**
		Phase Subtotal		**$34,225.25**

Additional Services

			Phase Subtotal	**0.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	34,225.25	137,913.36	172,138.61
Limit			250,000.00
Remaining			77,861.39

Amount Due this Invoice **$34,225.25**

	Total	**Prior**	**Current**
Billings to Date	**172,138.61**	**137,913.36**	**34,225.25**

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

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

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $11,774.55 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim 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 #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 74,900.00		
Net change by Change Orders: Amd #1	$ 30,050.00		
Contract Amount to Date: (line 1 ± 2)		$ 104,950.00	
Total completed and stored to date:	$ 100,106.32		
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:		$ 100,106.32	
Less previous applications for payment:		$ 88,331.77	
SUBTOTAL			$ 11,774.55
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 11,774.55
Balance to finish, including retainage:		$ 4,843.68	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval: _____
Firm Name

Signature _____ Date _____

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature Mark A Reid Date 1/27/22

City of Ankeny Staff Approval

Signature Jessie Hart Date 1/27/22

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	$ 4,968.00
2	5/27/2021	$ 13,451.93
3	6/24/2021	$ 18,339.50
4	7/22/2021	$5,075.79
5	8/25/2021	$ 8,313.95
6	9/21/2021	$ 12,353.50
7	10/20/2021	$ 11,016.00
8	11/23/2021	$ 7,971.75
9	12/21/2021	$ 6,841.35
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		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 88,331.77

Record of Change Orders

#	Date	Amount
1	10/4/2021	$ 30,050.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
	TOTAL	$ 30,050.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/25/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 25, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 10
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the tenth progress report for the above referenced project and covers work through January 21, 2022. Work in this period includes right-of-way acquisition services, final plan completion, preparation of letters for temporary right-of-entry and upload for public bids.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 10

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project **121.0352.01** **NW 36th St and NW State St Interim Improvements**

Professional Services through January 21, 2022

Basic Services

		Hours	Rate	Amount	
Principal Engineer		3.00	220.00	660.00	
Principal Engineer		3.75	209.00	783.75	
Engineer VII		4.00	165.00	660.00	
Engineer V		23.00	146.00	3,358.00	
Engineer IV		3.50	136.00	476.00	
Engineer III		13.50	124.00	1,674.00	
Engineer II		9.00	112.00	1,008.00	
Technician V		29.00	88.00	2,552.00	
Administrative II		6.25	68.00	425.00	
	Total Services	95.00		11,596.75	
	Total Services				**11,596.75**
Permit Fees				175.00	
	Total Expenses				**175.00**
Fleet Mileage					**2.80**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	11,774.55	86,324.52	98,099.07
Limit			98,100.00
Remaining			.93

Phase Subtotal **$11,774.55**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	2,007.25	2,007.25
Limit			6,850.00
Remaining			4,842.75

Phase Subtotal **0.00**

Amount Due this Invoice **$11,774.55**

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

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

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov		Invoice	10

	Total	Prior	Current
Billings to Date	**100,106.32**	**88,331.77**	**11,774.55**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of $9,273.07 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 50,300.00		
Net change by Change Orders: Amd #1	$ 318,650.00		
Contract Amount to Date: (line 1 ± 2)		$ 368,950.00	
Total completed and stored to date:	$ 349,628.34		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 349,628.34	
Less previous applications for payment:		$ 340,355.27	
SUBTOTAL			$ 9,273.07
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 9,273.07
Balance to finish, including retainage:		$ 19,321.66	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Signature 1/27/22
Date

City of Ankeny Staff Approval Adam L. Lust 01/23/22
Signature Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 1/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	$ 11,507.38
2	12/21/2020	$ 4,701.25
3	1/20/2021	$ 17,124.23
4	2/17/2021	$16,171.20
5	4/21/2021	$ 31,766.00
6	5/26/2021	$ 41,264.80
7	6/23/2021	$ 20,555.50
8	7/22/2021	$ 12,449.65
9	8/25/2021	$ 28,090.85
10	9/21/2021	$ 36,166.25
11	10/20/2021	$ 40,335.75
12	11/23/2021	$ 44,528.63
13	12/21/2021	$ 35,693.78
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 340,355.27

Record of Change Orders

#	Date	Amount
1	4/5/2021	$ 318,650.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ 318,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/25/2022

January 25, 2022

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 14
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the fourteenth progress report for the above referenced project and covers work through January 21, 2022. Our work through this period includes coordinating with City staff, franchise utility coordination, bid period assistance, and right-of-way acquisitions.

The project was bid on January 11, 2022, with Absolute Concrete being the low bidder. A preconstruction meeting will be scheduled for the beginning of March and construction is anticipated to begin in early April.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 14

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project **120.1005.01** **NW 36th St Widening - NW Ash Drive to N Ankeny Blvd**

Professional Services through January 21, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	3.25	220.00	715.00	
Principal Engineer	5.00	209.00	1,045.00	
Engineer VII	8.00	165.00	1,320.00	
Engineer IV	9.50	136.00	1,292.00	
Engineer III	10.00	124.00	1,240.00	
Engineer II	4.00	112.00	448.00	
Administrative II	6.00	68.00	408.00	
Total Services	45.75		6,468.00	
Total Services				**6,468.00**
Submittal Fees			40.52	
Total Expenses				**40.52**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	6,508.52	302,691.14	309,199.66	
Limit			309,200.00	
Remaining			.34	
		Phase Subtotal		**$6,508.52**

	Total	**Prior**	**Current**
Billings to Date	**309,199.66**	**302,691.14**	**6,508.52**

Additional Services

	Hours	Rate	Amount	
Principal Engineer	1.00	209.00	209.00	
Engineer VII	6.50	165.00	1,072.50	
Right-of-Way Agent VI	9.25	157.00	1,452.25	
Total Services	16.75		2,733.75	
Total Services				**2,733.75**

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

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

Employee Mileage	16.80	
Total Expenses		**16.80**
Fleet Mileage		
		14.00

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,764.55	37,664.13	40,428.68
Limit			59,750.00
Remaining			19,321.32

Phase Subtotal **$2,764.55**

	Total	**Prior**	**Current**
Billings to Date	**40,428.68**	**37,664.13**	**2,764.55**

Amount Due this Invoice **$9,273.07**

	Total	**Prior**	**Current**
Billings to Date	**349,628.34**	**340,355.27**	**9,273.07**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $561.00 to Snyder & Associates, Inc., for engineering services on the Saylor Creek Stabilization at Sanitary Manhole 20J21 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 No. 8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title: Saylor Creek Stabilization at Sanitary Manhole 20J21 Project
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 680.3680.4210 ***Finance Project Code:*** 680.4210
Vendor Project or Invoice #: 120.0687.01 ***PO #***
Original Contract Date: July 6, 2020 ***Vendor #*** 990

Dat ## ## ~~1/25/2022~~ 2-3-2022 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: 08/20/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 36,700.00		
Net change by Change Orders: Amd #1	$ 9,800.00		
Contract Amount to Date: (line 1 ± 2)		$ 46,500.00	
Total completed and stored to date:	$ 37,047.53		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 37,047.53	
Less previous applications for payment:		$ 36,486.53	
SUBTOTAL			$ 561.00
CURRENT PAYMENT DUE			$ 561.00
Balance to finish, including retainage:		$ 9,452.47	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Mark A. Ford 1/27/22
Signature Date

City of Ankeny Staff Approval

Becky Ford 1/28/2022
Signature Date

Submit to:
Email: *Phone:* *Fax:*

Date Printed: 1/25/2022

Project	120.0687.01	Ank-SaylorCreekStabilizationProjSanManhl	Invoice	8

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/26/2020	$ 15,505.50
2	9/24/2020	$ 9,975.50
3	10/21/2020	$ 2,526.25
4	12/22/2020	$ 1,022.34
5	2/17/2021	$ 524.00
6	4/22/2021	$ 1,707.75
7	8/25/2021	$ 5,225.19
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 36,486.53

Record of Change Orders

#	Date	Amount
1	12/1/2020	$ 9,800.00
2		
3		
4		
5		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
	TOTAL	$ 9,800.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	July 6, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Becky Ford
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0687.01 - 8

Finance Budget Code: 680.3680.4210
Finance Project Code: 680.4210
Vendor: 990

Email

Project **120.0687.01** **Saylor Creek Stabilization Project at Sanitary Manhole 20J21**

Professional Services through January 21, 2022
Budget $36,700

Amendment 1 $9,800

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	23,365.34	23,365.34	
Limit			23,650.00	
Remaining			284.66	
			Phase Subtotal	**0.00**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	5,850.25	5,850.25	
Limit			5,850.00	
			Phase Subtotal	**0.00**

Construction Services

	Hours	**Rate**	**Amount**	
Principal Engineer	.25	214.00	53.50	
Principal Engineer	2.50	203.00	507.50	
Total Services	2.75		561.00	
Total Services				**561.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	561.00	7,270.94	7,831.94	
Limit			17,000.00	
Remaining			9,168.06	
			Phase Subtotal	**$561.00**

Amount Due this Invoice **$561.00**

	Total	**Prior**	**Current**
Billings to Date	**37,047.53**	**36,486.53**	**561.00**

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

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 26, 2022

Mrs. Becky Ford, P.E., CFM
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: SAYLOR CREEK STABILIZATION PROJECT AT SANITARY MH 20J21
PROGRESS REPORT NO. 8
S&A PROJECT NO. 120.0687.01

Dear Mrs. Ford:

This is the eighth progress report for the above referenced project and covers work through January 21, 2022. Our work through this period includes construction administration and preparing as-built drawings. Construction is complete and we will forward as-built drawings to the City for their review / use prior to construction starting this Spring.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Public Works

COUNCIL GOAL: Upgrade Essential Infrastructure ??

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of $4,456.90 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: SE Delaware Ave and SE 8th St Widening and Traffic Signalization
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 965.3965.4210 **Finance Project Code:** 965.4210
Vendor Project or Invoice #: 120.0399.01 **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 990

Date of Council Meeting 2/7/2022 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: 12/18/21 through: 01/21/22

Contract Summary

Original Contract Amount:	$ 139,600.00		
Net change by Change Orders: Amd #1	$ 63,800.00		
Contract Amount to Date: (line 1 ± 2)		$ 203,400.00	
Total completed and stored to date:	$ 171,436.82		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 171,436.82	
Less previous applications for payment:		$ 166,979.92	
SUBTOTAL			$ 4,456.90
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 4,456.90
Balance to finish, including retainage:		$ 31,963.18	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

_____ 1/27/22
Signature Date

City of Ankeny Staff Approval

_____ 1/27/22
Signature Date

Submit to: _____

Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 1/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	$ 12,845.11
2	6/24/2020	$ 11,479.98
3	7/23/2020	$ 10,091.00
4	8/27/2020	$ 7,228.50
5	9/24/2020	$ 7,590.00
6	10/21/2020	$ 1,872.00
7	11/19/2020	$ 2,844.31
8	12/22/2020	$ 11,493.25
9	1/21/2021	$ 14,517.93
10	2/17/2021	$ 8,908.75
11	3/24/2021	$ 4,771.75
12	4/22/2021	$ 5,075.28
13	5/26/2021	$ 9,443.71
14	6/24/2021	$ 11,060.44
15	7/22/2021	$ 15,401.07
16	8/25/2021	$ 16,197.61
17	9/21/2021	$ 9,488.27
18	10/20/2021	$ 2,642.89
19	11/23/2021	$ 1,762.07
20	12/21/2021	$ 2,266.00
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

#	Date	Amount
51		
52		
56		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

TOTAL $ 166,979.92

Record of Change Orders

#	Date	Amount
1	3/1/2021	$ 63,800.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
TOTAL		$ 63,800.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 6, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 1/25/2022

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 25, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: SE DELAWARE AVENUE AND SE 8TH STREET WIDENING AND TRAFFIC SIGNALIZATION
PROGRESS REPORT NO. 21
S&A PROJECT NO. 120.0399.01

Dear Ms. Hart:

This is the twenty first progress report for the above referenced project and covers work through January 21, 2022. Our work through this period includes final design of the 2022 fiber optic upgrade and as-built preparation for the 2021 intersection improvements construction project. This next month we will continue working on the fiber optic upgrade design and complete the record drawings and monument preservation for the intersection improvements project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the February 7, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 25, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0399.01 - 21

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project **120.0399.01** **SE Delaware Ave and SE 8th St Widening and Traffic Signalization**

Professional Services through January 21, 2022

Basic Services

	Hours	Rate	Amount	
Principal Engineer	10.00	220.00	2,200.00	
Engineer III	17.50	124.00	2,170.00	
Total Services	27.50		4,370.00	
Total Services				**4,370.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	4,370.00	90,937.84	95,307.84	
Limit			108,700.00	
Remaining			13,392.16	
		Phase Subtotal		**$4,370.00**

	Total	**Prior**	**Current**
Billings to Date	**95,307.84**	**90,937.84**	**4,370.00**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	5,175.52	5,175.52	
Limit			13,100.00	
Remaining			7,924.48	
		Phase Subtotal		**0.00**

	Total	**Prior**	**Current**
Billings to Date	**5,175.52**	**5,175.52**	**0.00**

Construction Services

	Hours	Rate	Amount	
Project Manager VI	.50	157.00	78.50	
Total Services	.50		78.50	
Total Services				**78.50**

Fleet Mileage **8.40**

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

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

Project	120.0399.01	Ank-SEDelawareAveandSE8thStWideningTraff	Invoice	21

Billing Limits	Current	Prior	To-Date
Total Billings	86.90	70,866.56	70,953.46
Limit			81,600.00
Remaining			10,646.54

Phase Subtotal **$86.90**

	Total	Prior	Current
Billings to Date	**70,953.46**	**70,866.56**	**86.90**

Amount Due this Invoice **$4,456.90**

	Total	Prior	Current
Billings to Date	**171,436.82**	**166,979.92**	**4,456.90**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Finance

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the February 7, 2022 Accounts Payable. (Finance Committee: J. Ruddy, Chp, K. Walter-Ashby, K. Whiting)

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 1 of 2
AP Check Report 2 of 2

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
FEBRUARY 7, 2022

Fund		PAYMENTS
100	General Fund	$ 272,378.53
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	2,455.59
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	112,209.00
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	556.72
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	2,917.54
510	Water Fund	170,959.27
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	34,033.43
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	1,925.39
590	Golf Course Fund	15,025.64
600-699	Enterprise Project Funds	188,477.94
710	Revolving Fund	48,311.46
720	Risk Management Fund	75,113.88
730	Health Insurance Fund	542.73
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	2,000.00
896-998	Capital Projects Funds	289,091.44
	Sub Total	$ 1,215,998.56
	Payroll Totals	2,843,770.53
	Service Transfers/ACH Drafts	(361,338.00)
	Agenda Payments Approved Separately	(363,712.54)
	Grand Total	$ 3,334,718.55

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones 2/3/22

City Manager Date

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/20/2022 THRU 1/20/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000966	U S BANK							
I-12/21 P-CARD STMT	U S BANK	D	1/20/2022	22,508.71		001861		22,508.71

* * 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:	1			22,508.71	0.00	22,508.71
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	1	22,508.71	0.00	22,508.71
BANK: APGWB TOTALS:	1	22,508.71	0.00	22,508.71
REPORT TOTALS:	1	22,508.71	0.00	22,508.71

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny
VENDOR: 000966 - U S BANK
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 1/20/2022 THRU 1/20/2022
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

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

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008478		CENTRAL IOWA FENCING LLC							
	M-CHECK	CENTRAL IOWA FENCING LLCUNPOST	V	1/26/2022			004193		25,000.00CR
008833		ST PAUL LUTHERAN CHURCH							
	M-CHECK	ST PAUL LUTHERAN CHURCH UNPOST	V	1/26/2022			232895		400.00CR
001671		MCC IOWA LLC							
	M-CHECK	MCC IOWA LLC UNPOST	V	1/26/2022			235341		6,900.00CR

* * 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:	3	VOID DEBITS	0.00			
		VOID CREDITS	32,300.00CR	32,300.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	3	32,300.00CR	0.00	0.00
BANK: TOTALS:	3	32,300.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001844		A TECH INC-TCI							
	I-533998	PANEL BATTERY REPLCMNT - CH	E	2/09/2022	155.00		004238		155.00
					*** VENDOR TOTALS ***		1 CHECKS		155.00
000164		G & S HARDWARE INC							
	I-207532/2	FASTENERS - MU	R	2/07/2022	4.29		235427		
	I-207551/2	GAS LINE HOSE & ADPTR - MU	R	2/07/2022	36.99		235427		
	I-E27751/2	CHAIN OIL/GUIDE BAR - PW	R	2/07/2022	113.97		235427		155.25
					*** VENDOR TOTALS ***		1 CHECKS		155.25
000974		ACME TOOLS							
	I-9508657	TOOLS - PW	R	2/07/2022	387.94		235428		387.94
					*** VENDOR TOTALS ***		1 CHECKS		387.94
000026		AHLERS & COONEY PC							
	I-815470	SVCS OC SAN SEWER PH3 12/19/21	E	2/09/2022	1,800.00		004215		
	I-815471	SVCS SE CRSSWNDS PH 2 12/19/21	E	2/09/2022	1,800.00		004215		
	I-816711	SVCS COSTCO WHOLESALE 1/19/22	E	2/09/2022	800.00		004215		
	I-816712	SVCS LEGACY GRP PH2 1/19/22	E	2/09/2022	1,183.00		004215		5,583.00
					*** VENDOR TOTALS ***		1 CHECKS		5,583.00
000226		AIRGAS NORTH CENTRAL INC							
	I-9984927559	CYLINDER RENTAL - CG	R	2/07/2022	800.11		235429		
	I-9984927560	CYLINDER RENTAL - CG	R	2/07/2022	34.32		235429		834.43
					*** VENDOR TOTALS ***		1 CHECKS		834.43
009262		AMAZON CAPITAL SERVICES INC							
	I-16CN-NY7D-GT71	SENIOR CENTER SUPPLIES-SR CTR	E	2/09/2022	150.85		004291		
	I-191X-P4T7-1MY4	COFFEE - PW	E	2/09/2022	83.04		004291		
	I-1F9C-QPK7-XV4T	HEADSET - STORMWATER	E	2/09/2022	55.99		004291		
	I-1JC9-DVFC-DHN9	ROOMBA - TRAFFIC MGMT CNTR	E	2/09/2022	192.49		004291		
	I-1JFC-3DMN-4L3N	LOCKER ROOM SIGNS - PW	E	2/09/2022	35.00		004291		
	I-1KY6-YQ6W-J9YL	AIR FILTER - TRAFFIC	E	2/09/2022	122.16		004291		
	I-1NRQ-6QY9-RHMV	AIR FILTERS - TRAFFIC	E	2/09/2022	139.96		004291		
	I-1RQW-T6PW-H7LT	SENIOR CENTER REC SUPPLIES	E	2/09/2022	373.19		004291		
	I-1RVQ-P3QR-4P9Y	BATTERY BACKUP/VIDEO CABLES-IT	E	2/09/2022	601.79		004291		
	I-1TXQ-KQCV-X6DY	PLATES/POOPER SCOOPER - PD	E	2/09/2022	105.97		004291		
	I-1WMW-RQ39-WCDW	COFFEE - PW	E	2/09/2022	42.60		004291		
	I-1WWL-QDVC-D1P6	PAPER - WATER CUST SVC	E	2/09/2022	27.62		004291		
	I-1YVT-KR9Y-HJFH	TRASH CAN SUPPLIES -SR CENTER	E	2/09/2022	98.96		004291		2,029.62
					*** VENDOR TOTALS ***		1 CHECKS		2,029.62
010761		AMAZON.COM CORPORATE CREDIT							
	C-485838445499	REFUND	E	2/09/2022	0.03CR		004301		
	I-453999964479	BOOKS - KL	E	2/09/2022	14.29		004301		
	I-457899663438	PODCAST EQUIPMENT - KL	E	2/09/2022	7.90		004301		
	I-459683857855	BROTHER HIGH SPEED PROF-KL	E	2/09/2022	111.22		004301		
	I-463495493789	MISC BOOKS - KL	E	2/09/2022	17.28		004301		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-494399333956	SPARTAN INDUSTRIAL - KL	E	2/09/2022	233.40		004301		
	I-536397675868	ARROW FLOOR STICKERS - KL	E	2/09/2022	39.49		004301		
	I-543635486777	SISTERS HOPE - KL	E	2/09/2022	16.79		004301		
	I-554547837936	MULTIMEDIA - KL	E	2/09/2022	11.13		004301		
	I-558456896989	BOOKS -KL	E	2/09/2022	17.76		004301		
	I-576447785936	MULTIMEDIA - KL	E	2/09/2022	132.92		004301		
	I-578753769843	COTTON BALLS/FUBBLES PREM-KL	E	2/09/2022	26.38		004301		
	I-586499353689	AVERY HIGH VIS ROUND - KL	E	2/09/2022	29.12		004301		
	I-586636655658	PODCAST EQUIPMENT - KL	E	2/09/2022	254.96		004301		
	I-636363468539	DRAWER ORGNZR/SELF ADH-KL	E	2/09/2022	32.09		004301		
	I-649567347639	MISC BOOKS -KL	E	2/09/2022	75.99		004301		
	I-668449953748	THE ADDAMS FAMILY 2-KL	E	2/09/2022	53.88		004301		
	I-677483393686	POP IT FIDGET - KL	E	2/09/2022	27.97		004301		
	I-736874367656	MISC BOOKS - KL	E	2/09/2022	54.59		004301		
	I-737536433679	MULTIMEDIA - KL	E	2/09/2022	175.08		004301		
	I-747758954385	MULTIMEDIA - KL	E	2/09/2022	24.95		004301		
	I-788983494889	MISC BOOKS - KL	E	2/09/2022	203.86		004301		
	I-793876745455	MISC BOOKS - KL	E	2/09/2022	40.15		004301		
	I-865577898757	BOOKS - KL	E	2/09/2022	33.98		004301		
	I-876455446766	BOOKS - KL	E	2/09/2022	10.87		004301		
	I-886936449366	CODING CRIT/ED INSTE/LEARNG-KL	E	2/09/2022	109.36		004301		
	I-889357863988	MULTIMEDIA - KL	E	2/09/2022	59.18		004301		
	I-898387595969	MULTIMEDIA - KL	E	2/09/2022	76.84		004301		
	I-937397579689	FROZEN/HYGLOSS/2PK WHT/BL-KL	E	2/09/2022	110.45		004301		
	I-957786459434	MULTIMEDIA - KL	E	2/09/2022	66.83		004301		
	I-985553365989	PODCAST EQUIPMENT-KL	E	2/09/2022	159.99		004301		
	I-995645883787	MULTIMEDIA -KL	E	2/09/2022	33.49		004301		
	I-999468676973	MULTIMEDIA - KL	E	2/09/2022	14.54		004301		2,276.70
					*** VENDOR TOTALS ***		1 CHECKS		2,276.70
001439		AMERICAN MARKING INC							
	I-0026472	DEDICATION PLAQUE - SC	R	2/07/2022	2,320.00		235430		2,320.00
					*** VENDOR TOTALS ***		1 CHECKS		2,320.00
007835		AMERICAN RED CROSS-TRAINING SV							
	I-22397712	LIFEGUARDING/BLOODBORNE RVW-AC	R	2/07/2022	215.00		235431		215.00
					*** VENDOR TOTALS ***		1 CHECKS		215.00
002676		ANIMAL RESCUE LEAGUE							
	I-574	INTAKE LIVE ANIMAL - PD	E	2/09/2022	625.00		004249		625.00
					*** VENDOR TOTALS ***		1 CHECKS		625.00
000043		ANKENY COMMUNITY SCHOOLS							
	I-02/01/2022	FEBRUARY 2022 GYM USE PMT	R	2/07/2022	5,700.00		235432		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004012		ANKENY GIRLS SOFTBALL ASSOCIAT							
	I-2021 INCENTIVE	2021 PEPSI INCENTIVE PAYMENT	E	2/09/2022	2,287.00		004258		2,287.00
					*** VENDOR TOTALS ***		1 CHECKS		2,287.00
000012		MILLENNIUM II CORPORATION							
	C-04/07/2021CR	CR: 04/07/2021 MISAPPLIED PMT	R	2/07/2022	0.10CR		235433		
	C-1008100	CR: MISAPPLIED PAYMENT	R	2/07/2022	23.99CR		235433		
	I-1032906	HAMMER WEDGE/HANDLE - PW	R	2/07/2022	23.24		235433		
	I-1033977	APRON/WEDGES - PW	R	2/07/2022	157.24		235433		
	I-1037008	HILLMAN - MU	R	2/07/2022	18.34		235433		
	I-1037313	HOSE REPAIR - MU	R	2/07/2022	10.02		235433		
	I-1037686	STORAGE HOOKS-PK MAINT	R	2/07/2022	56.51		235433		
	I-1037740	BIMETAL BLDS - KL	R	2/07/2022	74.29		235433		
	I-1037844	HILLMAN/ SNAP LINK - P&R	R	2/07/2022	28.11		235433		
	I-1037876	HILLMAN/FRAMING BLADE-KL	R	2/07/2022	35.48		235433		
	I-1037904	SHOP SUPPLIES - PK MAINT	R	2/07/2022	26.64		235433		
	I-1037906	HINGE - OEC	R	2/07/2022	57.87		235433		
	I-1038074	HILLMAN - PD	R	2/07/2022	31.99		235433		
	I-1038075	STEEL COUPLING/GALV NPPL-MU	R	2/07/2022	14.94		235433		
	I-1038185	NICKEL PLATED KEY-SR CENTER	R	2/07/2022	9.60		235433		
	I-1038442	HILLMAN - KL	R	2/07/2022	39.30		235433		
	I-1039050	PLUNGER - FS#3	R	2/07/2022	6.75		235433		
	I-1039093	ADJUSTABLE WRENCH - SR CENTER	R	2/07/2022	15.43		235433		
	I-1039144	FORKLIFT TANK FILL - STREETS	R	2/07/2022	30.87		235433		
	I-1039154	HILLMAN - MU	R	2/07/2022	1.80		235433		
	I-1039393	FOAM SQUEEGEE - PK MNT	R	2/07/2022	38.59		235433		
	I-1039737	HILLMAN - PK MNT	R	2/07/2022	9.65		235433		
	I-1039980	LED BULB - PD	R	2/07/2022	28.94		235433		691.51
					*** VENDOR TOTALS ***		1 CHECKS		691.51
000654		ANKENY JUNIOR FOOTBALL							
	I-2021 INCENTIVE	2021 PEPSI INCENTIVE PAYMENT	R	2/07/2022	227.00		235434		227.00
					*** VENDOR TOTALS ***		1 CHECKS		227.00
010899		ANKENY LITTLE LEAGUE							
	I-2021 INCENTIVE	2021 PEPSI INCENTIVE PAYMENT	R	2/07/2022	2,148.00		235435		2,148.00
					*** VENDOR TOTALS ***		1 CHECKS		2,148.00
003319		MIDWEST SOLID WASTE							
	I-1149027	12/2021 LANDFILL/DUMP FEES	R	2/07/2022	878.56		235436		878.56
					*** VENDOR TOTALS ***		1 CHECKS		878.56
004201		TSJM TOWING SERVICE LLC							
	I-22-44862	TOW/HOOK FEE - PD	R	2/07/2022	40.00		235437		40.00
					*** VENDOR TOTALS ***		1 CHECKS		40.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000327		ARAMARK UNIFORM SERVICES							
	I-637000262907	RUGS/RAGS/MOPS - KL	R	2/07/2022	30.00		235438		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
009326		RYAN ARENDSE							
	I-10/14/21 MEAL	10/14/21 MEAL REIMBURSEMENT	E	2/09/2022	20.32		004310		20.32
					*** VENDOR TOTALS ***		1 CHECKS		20.32
007935		CHAD ARMSTRONG							
	I-01/2022RMBSMNT	1/06/22 HEALTH REIMBURSEMENT	R	2/07/2022	23.99		235439		23.99
					*** VENDOR TOTALS ***		1 CHECKS		23.99
000057		ARNOLD MOTOR SUPPLY							
	I-15NV110377	PWER SVC ANTI-GEL 32OZ-OC M	R	2/07/2022	7.19		235440		
	I-15NV110619	WRENCH/SHOP TOWELS - CG	R	2/07/2022	594.40		235440		
	I-15NV110747	SHOP TOWELS - CG	R	2/07/2022	119.60		235440		
	I-15NV111108	BLK TIE WRAP-ICE RINK-PK MNT	R	2/07/2022	35.98		235440		
	I-15NV111198	ZIP TIES - PK MAINT	R	2/07/2022	36.39		235440		
	I-15NV111320	SHOP WELDING TIPS -PK MAINT	R	2/07/2022	7.19		235440		800.75
					*** VENDOR TOTALS ***		1 CHECKS		800.75
002625		PHILIP L ASCHEMAN PHD							
	I-2/01/2022	PD ANNUAL EVAL	R	2/07/2022	2,160.00		235441		2,160.00
					*** VENDOR TOTALS ***		1 CHECKS		2,160.00
006233		ASENSATION MOBILE MUSIC PRODUC							
	I-2/4/22-2/5/22DNCE	2/4-2/5/22 FATHER/DAUGHTER DNC	R	1/27/2022	500.00		235389		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
004068		ASPEN EQUIPMENT CO							
	I-40042574	CYLINDER RPLCMNT ON PLOW-PKMNT	E	2/09/2022	348.67		004259		348.67
					*** VENDOR TOTALS ***		1 CHECKS		348.67
010499		SIMRAN AULAKH							
	I-01/22-03/22CLASSES	1/22-3/22 STRENTH CLASSES	E	2/09/2022	400.00		004320		400.00
					*** VENDOR TOTALS ***		1 CHECKS		400.00
007234		AUTOMATED LOGIC CONTRACTING SE							
	I-367664	QUARTERLY BILLING - JAN-MAR	R	2/07/2022	771.25		235442		771.25
					*** VENDOR TOTALS ***		1 CHECKS		771.25
000067		BAKER & TAYLOR INC							
	I-2036457295	MISC BOOKS - KL	E	2/09/2022	1,557.27		004217		
	I-2036464047	MISC BOOKS -KL	E	2/09/2022	325.61		004217		
	I-2036470939	MISC BOOKS - KL	E	2/09/2022	1,174.11		004217		
	I-2036477944	MISC BOOKS - KL	E	2/09/2022	340.09		004217		
	I-2036484823	MISC BOOKS-KL	E	2/09/2022	708.42		004217		
	I-2036492181	MISC BOOKS - KL	E	2/09/2022	399.04		004217		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-H59594750	MULTIMEDIA - KL	E	2/09/2022	96.54		004217		
	I-H59594751	MULTIMEDIA - KL	E	2/09/2022	16.09		004217		
	I-H59594752	MULTIMEDIA - KL	E	2/09/2022	107.72		004217		
	I-H59738550	MULTIMEDIA - KL	E	2/09/2022	18.89		004217		
	I-H59825650	MULTIMEDIA - KL	E	2/09/2022	30.08		004217		
	I-H59963890	MULTIMEDIA - KL	E	2/09/2022	119.65		004217		
	I-H59989350	MULTIMEDIA - KL	E	2/09/2022	20.96		004217		4,914.47
					*** VENDOR TOTALS ***		1 CHECKS		4,914.47
009518		ERIC BARKER							
	I-01/05/22-01/06/22	1/6/22 MEAL REIMBURSEMENT	E	2/09/2022	15.57		004314		15.57
					*** VENDOR TOTALS ***		1 CHECKS		15.57
010260		BENCHMARK BUILDERS IOWA							
	I-21-0576-NEW	PERMIT REIMBURSEMENT	R	2/07/2022	1,992.00		235443		1,992.00
					*** VENDOR TOTALS ***		1 CHECKS		1,992.00
005950		BLACKSTONE AUDIO INC							
	I-2017055	MULTIMEDIA/SHELF SVCS- KL	R	2/07/2022	29.91		235444		
	I-2017208	MULTIMEDIA/SHELF SVCS-KL	R	2/07/2022	26.74		235444		
	I-2017396	MULTIMEDIA/SHELF SVCS - KL	R	2/07/2022	37.95		235444		
	I-2017888	MULTIMEDIA/SHELF SVCS - KL	R	2/07/2022	33.95		235444		
	I-2017941	MULTIMEDIA/SHELF SVCS-KL	R	2/07/2022	225.25		235444		
	I-2019487	MULTIMEDIA/SHELF SVCS-KL	R	2/07/2022	486.28		235444		
	I-2020326	MULTIMEDIA/SHELF SVC - KL	R	2/07/2022	35.54		235444		
	I-2020467	MULTIMEDIA/SHELF SVCS-KL	R	2/07/2022	35.51		235444		911.13
					*** VENDOR TOTALS ***		1 CHECKS		911.13
003947		BOB BROWN GMC INC							
	I-34938	UNIT #201 LAMP	E	2/09/2022	134.96		004257		134.96
					*** VENDOR TOTALS ***		1 CHECKS		134.96
009283		BOLTON & MENK, INC							
	I-0281811	PRSC ACCESS SURVEY - TRFC	R	2/07/2022	4,392.50		235445		4,392.50
					*** VENDOR TOTALS ***		1 CHECKS		4,392.50
009487		BOOT BARN INC							
	I-INV00148454	BOOTS - J. HETH	E	2/09/2022	140.00		004295		
	I-INV00149068	BOOTS - J. GEORGIUS	E	2/09/2022	94.33		004295		
	I-INV00149069	BOOTS - C. LARSEN	E	2/09/2022	134.99		004295		
	I-INV00149070	BOOTS - C. CAHOLUN	E	2/09/2022	139.49		004295		
	I-INV00149071	BOOTS - J. RUBY	E	2/09/2022	99.99		004295		608.80
					*** VENDOR TOTALS ***		1 CHECKS		608.80

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005174		BOUND TREE MEDICAL LLC							
	I-84349930	CATHETER - FD	R	2/07/2022	808.00		235446		
	I-84351596	EMS SUPPLIES	R	2/07/2022	1,472.78		235446		
	I-84355099	EMS SUPPLIES - FD	R	2/07/2022	277.57		235446		
	I-84364630	EMS SUPPLIES - FD	R	2/07/2022	1,834.00		235446		
	I-84365423	EMS SUPPLIES- FD	R	2/07/2022	11.56		235446		
	I-84371712	EMS SUPPLIES -FD	R	2/07/2022	891.00		235446		
	I-84371714	EMS SUPPLIES - FD	R	2/07/2022	210.00		235446		
	I-84371715	EMS SUPPLIES - FD	R	2/07/2022	572.00		235446		6,076.91
					*** VENDOR TOTALS ***		1 CHECKS		6,076.91
000127		BRICK GENTRY PC							
	I-365138	11/25/2021 STATEMENT 224.011	R	2/07/2022	1,020.00		235447		
	I-366501	12/25/2021 STATEMENT 224.005	R	2/07/2022	120.00		235447		
	I-366508	12/25/2021 STATEMENT 224.011	R	2/07/2022	645.00		235447		
	I-367403	12/25/2021 STATEMENT 4.004	R	2/07/2022	585.00		235447		2,370.00
					*** VENDOR TOTALS ***		1 CHECKS		2,370.00
007239		BROADCAST MUSIC INC							
	I-41896888	01/01/22-12/31/22 LICENSE	R	2/07/2022	391.00		235448		391.00
					*** VENDOR TOTALS ***		1 CHECKS		391.00
009130		CAMERON BROSE							
	I-12/2021 MILEAGE	12/2021 MILEAGE REIMBURSEMENT	E	2/09/2022	90.72		004309		90.72
					*** VENDOR TOTALS ***		1 CHECKS		90.72
006714		WATER PRO SUPPLIES INC							
	I-117118	MANHOLE DROP BOWLS - MU	R	2/07/2022	2,000.00		235449		2,000.00
					*** VENDOR TOTALS ***		1 CHECKS		2,000.00
010643		PATRICIA BROWN							
	I-01/22-02/22 YOGA	1/22-2/22 YOGA CLASSES	E	2/09/2022	200.00		004322		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
007873		ROSS BUDDEN							
	I-11/21-01/22FITNESS	11/21-01/22 FITNESS REIMBRSMNT	E	2/09/2022	62.01		004305		62.01
					*** VENDOR TOTALS ***		1 CHECKS		62.01
008738		BULB GUY LIGHTING							
	I-16489	6 UV BULBS -CFAC	R	2/07/2022	852.00		235450		852.00
					*** VENDOR TOTALS ***		1 CHECKS		852.00
002167		BUSINESS PUBLICATIONS CORP							
	I-70863	COMM REAL ESTATE AD - ED	R	2/07/2022	1,480.00		235451		1,480.00
					*** VENDOR TOTALS ***		1 CHECKS		1,480.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005689		JOHN CABEEN							
	I-01/2022 FITNESS	01/22 LIVE HEALTHY IOWA REIMBS	E	2/09/2022	12.50		004303		12.50
					*** VENDOR TOTALS ***		1 CHECKS		12.50
009469		COLTON CAMPBELL							
	I-01/05/22-01/06/22	1/5-1/6/22 MEAL REIMBSMNT	E	2/09/2022	45.80		004313		45.80
					*** VENDOR TOTALS ***		1 CHECKS		45.80
000385		CAPITAL CITY EQUIPMENT CO							
	C-20887D	CR: HARNESS - PW	E	2/09/2022	200.55CR		004224		
	I-20654D	HARNESS - PW	E	2/09/2022	200.55		004224		
	I-23044D	EDGE CUTTING RACK -PRSC	E	2/09/2022	165.94		004224		165.94
					*** VENDOR TOTALS ***		1 CHECKS		165.94
000117		CARMEN'S FLOWERS							
	I-015103	GREEN PLANT - BERKLAND	R	2/07/2022	71.00		235452		71.00
					*** VENDOR TOTALS ***		1 CHECKS		71.00
000453		CARQUEST AUTO PARTS							
	I-2330-727915	UNIT #116 BRK CALIPER CARRIER	R	2/07/2022	118.58		235453		
	I-2330-728621	UNIT #257 V BELT	R	2/07/2022	5.27		235453		
	I-2330-729974	HAND MEDIC PRO CONDITIONER-CG	R	2/07/2022	29.42		235453		
	I-2330-730144	SEALED BEAM - CG	R	2/07/2022	25.88		235453		
	I-2330-730466	6G-8MPX - CG	R	2/07/2022	27.82		235453		206.97
					*** VENDOR TOTALS ***		1 CHECKS		206.97
009448		PAULA KAY CASKEY							
	I-948425	HEM PANTS/ADD TITLE PLATES-FD	R	2/07/2022	110.00		235454		110.00
					*** VENDOR TOTALS ***		1 CHECKS		110.00
007320		CBT NUGGETS LLC							
	I-2588948	LEARNER-IT TRAINING 3/22-3/23	R	2/07/2022	1,198.00		235455		1,198.00
					*** VENDOR TOTALS ***		1 CHECKS		1,198.00
005278		CDW GOVERNMENT							
	I-P110672	BATTERY UNIT - PARK MAINT FAC	E	2/09/2022	1,899.03		004268		1,899.03
					*** VENDOR TOTALS ***		1 CHECKS		1,899.03
004613		CENTRAL IOWA DISTRIBUTING							
	I-221581	SENIOR CENTER SCRUBBER	E	2/09/2022	7,010.00		004262		7,010.00
					*** VENDOR TOTALS ***		1 CHECKS		7,010.00
007568		CENTRAL IOWA TELEVISING							
	I-5280	ROBOTIC CUTTING - MU	E	2/09/2022	18,850.43		004280		18,850.43
					*** VENDOR TOTALS ***		1 CHECKS		18,850.43

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003072		QWEST CORPORATION							
	I-01/04/2022	01/04/2022 STATEMENT - TRFC	R	2/07/2022	100.89		235456		100.89
					*** VENDOR TOTALS ***		1 CHECKS		100.89
000426		CERTIFIED POWER INC							
	I-40512319	UNIT #152 JOINT & RUBING RPAIR	R	2/07/2022	150.36		235457		150.36
					*** VENDOR TOTALS ***		1 CHECKS		150.36
007436		EMILY CHANCE							
	I-01/2022 FITNESS	01/2022 FITNESS REIMBURSEMENT	E	2/09/2022	30.00		004279		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
004002		CINTAS CORPORATION							
	I-4102507540	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	422.68		235458		
	I-4103232520	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	422.68		235458		
	I-4103934063	MATS - KL	R	2/07/2022	63.20		235458		
	I-4103934339	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	424.33		235458		
	I-4104574368	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	424.55		235458		
	I-4104574677	MATS - KL	R	2/07/2022	63.20		235458		
	I-4105372409	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	378.20		235458		
	I-4105372512	MATS - KL	R	2/07/2022	63.20		235458		
	I-4106017111	MATS - KL	R	2/07/2022	63.20		235458		
	I-4106017152	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	364.00		235458		
	I-4106581035	UNIFORM/RUG SVCS - STREETS	R	2/07/2022	364.00		235458		
	I-4106581050	UNIFORM/RUG SVCS - WATER	R	2/07/2022	153.37		235458		
	I-4106581095	UNIFORM/RUG SVCS - WW	R	2/07/2022	194.22		235458		
	I-4106581174	MATS - SR CENTER	R	2/07/2022	32.27		235458		
	I-4107277873	UNIFORM/RUG SVCS - WW	R	2/07/2022	132.41		235458		
	I-4107277883	UNIFORM/RUG SVCS - WATER	R	2/07/2022	153.37		235458		
	I-4107277974	MATS - KL	R	2/07/2022	63.20		235458		
	I-4107277990	MAT/UNIFORM SERVICES-PK MNT	R	2/07/2022	78.78		235458		
	I-4108009330	UNIFORM/RUG SVCS - WATER	R	2/07/2022	228.23		235458		
	I-4108009338	UNIFORM/RUG SVCS - WW	R	2/07/2022	130.40		235458		
	I-4108009480	MAT AND UNIFORM SERVICES-PKS	R	2/07/2022	89.84		235458		
	I-4108009504	MATS - KL	R	2/07/2022	63.20		235458		
	I-4108306226	RUGS/RAGS/MOPS/UNIFORMS-OCM	R	2/07/2022	38.90		235458		
	I-4108689389	UNIFORM/RUG SVCS - WW	R	2/07/2022	130.40		235458		
	I-4108689502	MATS-LAKESIDE CENTER	R	2/07/2022	7.22		235458		
	I-4108689520	RUGS/RAGS/MOPS/UNIFORMS-PKMNT	R	2/07/2022	79.77		235458		
	I-4108689610	MATS - KL	R	2/07/2022	63.20		235458		
	I-4108986058	RUGS/RAGS/MOPS/UNIFORMS-OCM	R	2/07/2022	98.39		235458		4,790.41
					*** VENDOR TOTALS ***		1 CHECKS		4,790.41

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001440		COMPETITIVE EDGE							
	I-0405684	SPORTS BOTTLES - COMM	R	2/07/2022	1,664.27		235459		1,664.27
					*** VENDOR TOTALS ***		1 CHECKS		1,664.27
006379		CON-STRUCT INC							
	I-PAY 2-WW PLNT DEMO	PAY 2-WW PLANT PARTIAL DEMO	R	2/07/2022	108,300.00		235460		108,300.00
					*** VENDOR TOTALS ***		1 CHECKS		108,300.00
000614		CONFLUENCE INC							
	I-22555	ZONING/SUBDIV CODE REWRIT	R	2/07/2022	1,360.00		235461		1,360.00
					*** VENDOR TOTALS ***		1 CHECKS		1,360.00
002559		CONSUMERS ENERGY							
	I-12/01/21-1/02/22	01/11/2022 STATEMENT	E	2/09/2022	2,413.54		004248		2,413.54
					*** VENDOR TOTALS ***		1 CHECKS		2,413.54
009277		CONVERGE ONE INC							
	I-IE9084460 A	Shipping for Meraki MS250	E	2/09/2022	47.18		004292		
	I-IE9084460 B	MERAKI MS250-24P SWITCH	E	2/09/2022	3,454.35		004292		3,501.53
					*** VENDOR TOTALS ***		1 CHECKS		3,501.53
010085		CONRAD CRUTHIRDS							
	I-01/2022 HEALTH	01/2022 HEALTH REIMBURSEMENT	E	2/09/2022	80.00		004317		80.00
					*** VENDOR TOTALS ***		1 CHECKS		80.00
009536		D R HORTON - IOWA LLC							
	I-21-0807-NEW	PERMIT REFUNDS	R	2/07/2022	1,835.20		235462		1,835.20
					*** VENDOR TOTALS ***		1 CHECKS		1,835.20
009573		EMMA JEAN DANIELS							
	I-01/2022-02/2022	1/22-2/22 YOUTH DANCE CLASSES	R	2/07/2022	412.50		235463		412.50
					*** VENDOR TOTALS ***		1 CHECKS		412.50
008168		THE DAVENPORT GROUP USA LTD							
	I-2201-IAAK-01	LAMA TRAINING	R	2/07/2022	779.89		235464		779.89
					*** VENDOR TOTALS ***		1 CHECKS		779.89
000605		DEMCO INC							
	I-7063888	JACKET COVERS -KL	E	2/09/2022	469.19		004229		469.19
					*** VENDOR TOTALS ***		1 CHECKS		469.19
000843		THE DES MOINES REGISTER							
	I-0004328101	12/2021 LEGAL PUBLICATIONS	E	2/09/2022	1,374.00		004233		1,374.00
					*** VENDOR TOTALS ***		1 CHECKS		1,374.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004086		DES MOINES STEEL CO INC							
	I-60184	SNOW PLOW PARTS-PK MNT	R	2/07/2022	46.65		235465		46.65
					*** VENDOR TOTALS ***		1 CHECKS		46.65
000161		DEWEY FORD INC							
	I-578027 FOW	UNIT #112 KIT - JET	R	2/07/2022	19.95		235466		
	I-578072 FOW	UNIT #112 EXHAUST TUBE	R	2/07/2022	52.65		235466		
	I-578090 FOW	UNIT #112 HOSE ASY	R	2/07/2022	58.74		235466		
	I-578399 FOW	SEAL - AMBULANCES	R	2/07/2022	84.00		235466		
	I-578867 FOW	UNIT #62 WIND HOSE	R	2/07/2022	17.06		235466		
	I-578916 FOW	UNIT #67 JET KIT	R	2/07/2022	16.36		235466		
	I-578946 FOW	UNIT #243 ELEMENT ASY	R	2/07/2022	78.00		235466		
	I-FTCS954413	UNIT #115 REPAIRS	R	2/07/2022	4,108.20		235466		4,434.96
					*** VENDOR TOTALS ***		1 CHECKS		4,434.96
009634		EMILY DOONAN							
	I-01/22 UNIFORM	01/22 PANT REIMBURSEMENT	E	2/09/2022	72.25		004316		72.25
					*** VENDOR TOTALS ***		1 CHECKS		72.25
008877		JACOB EASTIN							
	I-12/2021 BOOTS	12/2021 BOOT REIMBSMNT	R	2/07/2022	140.00		235467		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
004995		ECHO GROUP INC							
	I-S9289779.002	PHOTO CELL - TRAFFIC	E	2/09/2022	111.35		004264		111.35
					*** VENDOR TOTALS ***		1 CHECKS		111.35
010735		PREMISE HEALTH SYSTEMS, INC.							
	I-175919	PHYSICIAN SCREENING	R	2/07/2022	14.00		235468		14.00
					*** VENDOR TOTALS ***		1 CHECKS		14.00
000186		ELECTRONIC ENGINEERING							
	I-80059123	02/2022 STATEMENT-ENGINEERING	E	2/09/2022	26.50		004218		
	I-80059250, 80059120	02/2022 STATEMENT - PK MAINT	E	2/09/2022	248.50		004218		
	I-80059251, 80059121	02/2022 STATEMENT - PW	E	2/09/2022	930.00		004218		
	I-80059252, 80059122	02/2022 STATEMENT - MU	E	2/09/2022	440.50		004218		1,645.50
					*** VENDOR TOTALS ***		1 CHECKS		1,645.50
008988		ELITE GLASS & METAL LLC							
	I-SM-15736	GLASS INSTALLATION -FS #2	R	2/07/2022	420.00		235469		420.00
					*** VENDOR TOTALS ***		1 CHECKS		420.00
005418		EMPLOYEE & FAMILY RESOURCES IN							
	I-681-3961	02/01/22-07/31/22 EAP SERVICES	R	2/07/2022	3,204.00		235470		3,204.00
					*** VENDOR TOTALS ***		1 CHECKS		3,204.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005478		EXCEL MECHANICAL COMPANY INC							
	I-149933	SEMI-ANNUAL INSPECTION - WATER	E	2/09/2022	666.00		004269		
	I-150525	COMPRESSOR REPAIRS-FS#3	E	2/09/2022	825.24		004269		
	I-150670	SERVICE LABOR - PD	E	2/09/2022	176.00		004269		
	I-150671	ICE MACHINE REPAIRS-FS #1	E	2/09/2022	547.98		004269		2,215.22
					*** VENDOR TOTALS ***		1 CHECKS		2,215.22
008454		ZACH FARRELL							
	I-01/2022 BOOT/RNWL	01/22 BOOT/MEDIC RNWL RMBSMNT	E	2/09/2022	115.10		004307		115.10
					*** VENDOR TOTALS ***		1 CHECKS		115.10
002285		FASTENAL COMPANY							
	I-IADES409736	TOOL - MU	E	2/09/2022	336.96		004246		
	I-IADES410456	MISC FASTENERS -PRSC	E	2/09/2022	29.60		004246		
	I-IADES410504	HEX SCREW - MU	E	2/09/2022	7.50		004246		
	I-IADES410810	MISC FASTENERS -PRSC	E	2/09/2022	73.52		004246		
	I-IADES410846	18V BATTERY - TRAFFIC	E	2/09/2022	136.18		004246		
	I-IADES410883	UNIT 663 PLOW PARTS-PK MNT	E	2/09/2022	80.80		004246		
	I-IADES410998	UNIT #663 PLOW PARTS	E	2/09/2022	59.77		004246		724.33
					*** VENDOR TOTALS ***		1 CHECKS		724.33
010716		FINANCIAL CONSULTING SOLUTIONS							
	I-3498-22201042	1/21/22 WTR/SWR RATE STUDY	E	2/09/2022	2,586.25		004300		2,586.25
					*** VENDOR TOTALS ***		1 CHECKS		2,586.25
006858		FERGUSON ENTERPRISES INC #1657							
	I-0418165	RF BOXES - MU	R	2/07/2022	115,000.00		235471		115,000.00
					*** VENDOR TOTALS ***		1 CHECKS		115,000.00
000567		FESSLER CARBONIC GAS COMP							
	I-B709853	BEER GAS CYLINDER - OC PRO	R	2/07/2022	10.00		235472		10.00
					*** VENDOR TOTALS ***		1 CHECKS		10.00
009039		FINDAWAY WORLD LLC							
	I-375499	MULTIMEDIA - KL	R	2/07/2022	83.44		235473		
	I-377080	MULTIMEDIA - KL	R	2/07/2022	382.44		235473		465.88
					*** VENDOR TOTALS ***		1 CHECKS		465.88
007648		DAIOHS USA INC							
	I-587191	COFFEE SERVICES - PW	E	2/09/2022	71.98		004281		71.98
					*** VENDOR TOTALS ***		1 CHECKS		71.98
010286		AT&T MOBILITY II LLC							
	I-12272021 FD	11/20-12/19/21 STATEMENT - FD	R	2/07/2022	923.78		235474		
	I-12272021 PD	11/20-12/19/21 STATEMENT - PD	R	2/07/2022	1,451.59		235474		2,375.37
					*** VENDOR TOTALS ***		1 CHECKS		2,375.37

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009575		FLYNN WRIGHT INC							
	I-INV-123278	SENIOR CENTER LOGO DEV	R	2/07/2022	5,500.00		235475		5,500.00
					*** VENDOR TOTALS ***		1 CHECKS		5,500.00
002411		JOE FOGG							
	I-01/05/22-01/06/22	1/5/22-1/6/22 MEAL REIMBURSMNT	R	2/07/2022	17.47		235476		17.47
					*** VENDOR TOTALS ***		1 CHECKS		17.47
002078		FOTH & VAN DYKE LLC							
	I-76120	PRAIRIE TRAIL IV WETLAND	E	2/09/2022	334.00		004244		334.00
					*** VENDOR TOTALS ***		1 CHECKS		334.00
010852		FOUNTAIN POINTE HOA							
	I-01132022	1/13/22 DAMAGE DEPOSIT REFUND	R	2/07/2022	100.00		235477		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
005576		FOX ENGINEERING ASSOCIATES INC							
	I-48399 #9	PAY 9-ANKENY ASR	E	2/09/2022	52,850.19		004273		52,850.19
					*** VENDOR TOTALS ***		1 CHECKS		52,850.19
002635		FUN EXPRESS LLC							
	I-714481028-01	SNOWFLK ORN/STCKRS/DCALS-KL	R	2/07/2022	274.83		235478		274.83
					*** VENDOR TOTALS ***		1 CHECKS		274.83
000211		GALE							
	I-76446434	01/22 LG PRINT DIST 5 PLAN	E	2/09/2022	60.73		004219		
	I-76651702	JANUARY 5 STAR WSTRN PLN-KL	E	2/09/2022	38.92		004219		
	I-76651808	JANUARY BIOGRAPHY 2 PLAN-KL	E	2/09/2022	50.23		004219		
	I-76652200	JANUARY CHRISTIAN ROMANCE 3-KL	E	2/09/2022	68.97		004219		
	I-76696758	JANUARY BASIC 8 PLAN -KL	E	2/09/2022	180.68		004219		
	I-76697763	JANUARY WHEELER HRDCVR 5 PLN	E	2/09/2022	106.46		004219		
	I-76738018	JANUARY CORE 8 PLAN -KL	E	2/09/2022	179.18		004219		
	I-76738304	JANUARY CHRISTIAN FICTN 4 PLN	E	2/09/2022	122.95		004219		
	I-76766579	JANUARY SFTCVR ROMNCE FICTN	E	2/09/2022	59.22		004219		
	I-76849629	JANUARY LG PRNT DIST 5 PLAN	E	2/09/2022	22.50		004219		889.84
					*** VENDOR TOTALS ***		1 CHECKS		889.84
003712		GALLS, LLC							
	I-020080980	UNIFORM - PD	R	2/07/2022	74.99		235479		
	I-020095674	UNIFORMS - PD	R	2/07/2022	524.46		235479		
	I-020095675	UNIFORM - PD	R	2/07/2022	213.21		235479		
	I-020105807	UNIFORMS - PD	R	2/07/2022	86.50		235479		
	I-020115346	UNIFORMS - PD	R	2/07/2022	269.72		235479		
	I-020128449	JACKET - PD	R	2/07/2022	260.00		235479		
	I-020128485	PARAGON SHIRT - FD	R	2/07/2022	120.40		235479		
	I-020128507	LETTERING/NAMEPLATE - PD	R	2/07/2022	40.98		235479		
	I-020135663	SEALS AND INSIGNIA - FD	R	2/07/2022	76.61		235479		
	I-020146307	COMMAND SHIRT - PD	R	2/07/2022	58.92		235479		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-020162107	MENS PARAGON SHIRT - FD	R	2/07/2022	217.38		235479		
	I-020162179	LETTERING/NAMEPLATE - PD	R	2/07/2022	40.98		235479		
	I-020181903	BADGE/SEAL - FD	R	2/07/2022	111.11		235479		
	I-020194947	COMMAND SHIRTS - PD	R	2/07/2022	196.83		235479		2,292.09
					*** VENDOR TOTALS ***		1 CHECKS		2,292.09
001775		GENERAL FIRE AND SAFETY							
	I-59698A	FIRE EXTINGUISHER INSPCTN-FS#1	E	2/09/2022	158.75		004237		
	I-60071	FIRST AID SUPPLIES - PSB	E	2/09/2022	68.75		004237		
	I-60112	KITCHEN INSPECTION/REPAIRS-OC	E	2/09/2022	246.00		004237		
	I-60113	SEMIANNUAL INSPECTION-FS#3	E	2/09/2022	158.00		004237		
	I-60114	SEMIANNUAL INSPECTION-FS #1	E	2/09/2022	145.00		004237		
	I-60115	SEMIANNUAL INSPECTIONS-FS#2	E	2/09/2022	180.00		004237		
	I-60215	FIRE EXTINGUISHER INSPECT - PD	E	2/09/2022	199.00		004237		1,155.50
					*** VENDOR TOTALS ***		1 CHECKS		1,155.50
009054		GPS INDUSTRIES LLC							
	I-LEASE0024869	2/1/22-2/28/22 VISAGE GPS RNTL	R	2/07/2022	2,376.00		235480		
	I-REP0009869	REPAIR DAMAGED GPS UNIT-OC	R	2/07/2022	215.00		235480		2,591.00
					*** VENDOR TOTALS ***		1 CHECKS		2,591.00
000227		GRAINGER							
	I-9163176226	CONE HOLDER - MU	E	2/09/2022	69.93		004220		
	I-9168429703	WALL PLATE - PK MNT	E	2/09/2022	25.47		004220		
	I-9171614283	PARKING STOP - MU	E	2/09/2022	51.31		004220		
	I-9171614291	BULBS - MU	E	2/09/2022	34.12		004220		
	I-9186768686	WELDING PART - PK MNT	E	2/09/2022	34.03		004220		214.86
					*** VENDOR TOTALS ***		1 CHECKS		214.86
000229		GRAYBAR ELECTRIC CO INC							
	I-9324942001	FO CABLE - 24SM - TRAFFIC	R	2/07/2022	2,065.00		235481		2,065.00
					*** VENDOR TOTALS ***		1 CHECKS		2,065.00
000252		GRIMES ASPHALT AND PAVING CORP							
	I-HMA-66-6	COST-SHARE NE 66TH AVE SE CORP	R	2/07/2022	44,965.77		235482		44,965.77
					*** VENDOR TOTALS ***		1 CHECKS		44,965.77
005159		JOHN GUZMAN III							
	I-12/15/21-12/17/21	12/15/21-12/17/21 TRAINING RMB	R	2/07/2022	105.14		235483		105.14
					*** VENDOR TOTALS ***		1 CHECKS		105.14
000691		OMG MIDWEST, INC							
	I-1691682	ICE CONTROL SAND-SENIOR CENTER	E	2/09/2022	61.24		004230		
	I-1691683	ICE CONTROL SAND-SR CENTER	E	2/09/2022	76.95		004230		138.19
					*** VENDOR TOTALS ***		1 CHECKS		138.19

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005993		HANDLEY LAW FIRM							
	I-01/11/2022	DECEMBER 2021 SERVICES - PD	E	2/09/2022	8,000.00		004275		8,000.00
					*** VENDOR TOTALS ***		1 CHECKS		8,000.00
009224		TYLER HARSSELAAR							
	I-12/21 RENEWAL	12/21 PARAMEDIC RENEWAL	E	2/09/2022	25.00		004289		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
001815		HAWKEYE TRUCK EQUIPMENT							
	I-151491	UNIT #201 SPRING PIN KIT	R	2/07/2022	24.00		235484		24.00
					*** VENDOR TOTALS ***		1 CHECKS		24.00
003532		AMANDA HAYDEN							
	I-01/2022REMBSMNT	01/2022 CONFERENCE REG RMBSMT	R	2/07/2022	690.00		235485		690.00
					*** VENDOR TOTALS ***		1 CHECKS		690.00
010074		ALAN D HEBERER							
	I-FY22LICENSE RNWL	2022 LICENSE/PHARMACY RENEWALS	E	2/09/2022	504.00		004297		504.00
					*** VENDOR TOTALS ***		1 CHECKS		504.00
003098		HOTSY CLEANING SYSTEMS IN							
	I-0204999-IN	FLEETWASH - PD	E	2/09/2022	503.50		004251		503.50
					*** VENDOR TOTALS ***		1 CHECKS		503.50
004386		HOUSBY HEAVY EQUIPMENT LLC							
	I-P33717	UNIT #664 FILTER CARTRIDGE	E	2/09/2022	63.42		004260		63.42
					*** VENDOR TOTALS ***		1 CHECKS		63.42
009424		DENISE HOY							
	I-01/12/2022 MEAL	01/22 MEAL REIMBURSEMENT	E	2/09/2022	19.24		004312		19.24
					*** VENDOR TOTALS ***		1 CHECKS		19.24
004196		HYDRAQUIP LTD							
	I-64839	UNIT #652 PARTS	R	2/07/2022	109.60		235486		109.60
					*** VENDOR TOTALS ***		1 CHECKS		109.60
005531		HR GREEN INC							
	I-149494	ELEM SCHOOL WALK - PH 3-TRFC	E	2/09/2022	804.00		004271		
	I-149926 #5	PAY 5-ANKENY/ORALBR GTWY TRL	E	2/09/2022	5,701.90		004271		
	I-149938 #7	PAY 7-NE36TH RECON I35/4MILE	E	2/09/2022	71,838.02		004271		78,343.92
					*** VENDOR TOTALS ***		1 CHECKS		78,343.92
003165		HUSKY INC							
	I-S3-1803759	UNIT #246 LEAF SPRING/BLT ASSY	R	2/07/2022	285.76		235487		
	I-S3-1804259	UNIT #246 SADDLE BOLT	R	2/07/2022	57.56		235487		343.32
					*** VENDOR TOTALS ***		1 CHECKS		343.32

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000253		HY-VEE INC							
	I-4837145891	ROLLS/DONUTS - PW	R	2/07/2022	32.97		235488		
	I-5861031067	BREAKROOM SUPPLIES - PW	R	2/07/2022	90.33		235488		
	I-5861098297	BREAKROOM SEASONING - PW	R	2/07/2022	28.51		235488		
	I-5861640491	FOOD/DRINKS - PW	R	2/07/2022	22.50		235488		174.31
					*** VENDOR TOTALS ***		1 CHECKS		174.31
003700		HYDRO-KLEAN INC							
	I-076861	DOG PARK WASTE VAULT RMVL	E	2/09/2022	2,308.44		004256		2,308.44
					*** VENDOR TOTALS ***		1 CHECKS		2,308.44
009240		MORPHO USA, INC							
	I-144743	IDEMIA IDENTITY SECURITY	E	2/09/2022	15,715.00		004290		15,715.00
					*** VENDOR TOTALS ***		1 CHECKS		15,715.00
008906		IMAGE TREND INC							
	I-133023	12/21 BILLING BRDG/ANNUAL FEE	E	2/09/2022	1,093.20		004287		1,093.20
					*** VENDOR TOTALS ***		1 CHECKS		1,093.20
009565		INFOSEND INCORPORATED							
	I-206190	01/2022 MAIL SERVICES	R	2/07/2022	9,577.20		235489		9,577.20
					*** VENDOR TOTALS ***		1 CHECKS		9,577.20
003442		INTERNATIONAL ASSOCIATION OF							
	I-01644577	ACTIVE DUES 01/22-12/22-ECHER	R	2/07/2022	190.00		235490		
	I-0208606	ACTIVE DUES 01/22-12/22-POTTS	R	2/07/2022	190.00		235490		380.00
					*** VENDOR TOTALS ***		1 CHECKS		380.00
000407		INTERSTATE ALL BATTERY CENTER							
	I-1925901005332	3V 1.55 LIT/CARD -FD	R	2/07/2022	7.98		235491		
	I-1925901005426	3V LIT CR PP BAG - FD	R	2/07/2022	5.40		235491		
	I-1925901005787	BATTERIES - FD	R	2/07/2022	186.00		235491		199.38
					*** VENDOR TOTALS ***		1 CHECKS		199.38
002623		INTERSTATE INDUSTRIAL INSTRUME							
	I-218647	DETECTOR WARRANTY FREIGHT-MU	R	2/07/2022	13.32		235492		13.32
					*** VENDOR TOTALS ***		1 CHECKS		13.32
002929		INTERSTATE POWER SYSTEMS INC							
	I-R012080406:01	GENERATOR REPAIRS FS#2 - FD	R	2/07/2022	418.00		235493		418.00
					*** VENDOR TOTALS ***		1 CHECKS		418.00
000979		INTOXIMETERS INC							
	I-696996	ALCO-SENSOR FST/PBT-PD	R	2/07/2022	1,245.00		235494		
	I-697415	DRYGAS - PD	R	2/07/2022	125.00		235494		1,370.00
					*** VENDOR TOTALS ***		1 CHECKS		1,370.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003429		IOWA BIOTECHNOLOGY ASSOCIATION							
	I-1101	IOWA BIOTECH SPONSORSHIP	R	2/07/2022	1,500.00		235495		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
009620		IOWA DEPARTMENT OF HUMAN SERVI							
	I-01 2022 2	JANUARY 2022 STATE SHARE GEMT	E	2/09/2022	12,906.42		004296		
	I-02 2022	FEBRUARY 2022 STATE SHARE GEMT	E	2/09/2022	12,799.51		004296		25,705.93
					*** VENDOR TOTALS ***		1 CHECKS		25,705.93
000269		IOWA DEPT OF TRANSPORTATION							
	I-04/2022 AT ALDRG	4/4-4/7/22 AGG AT - ALDRIDGE	R	2/07/2022	480.00		235496		480.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-04/2022 AT CORE	4/4-4/7/2022 AGG TECH-CORE	R	2/07/2022	480.00		235497		480.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-04/2022 AT SILVERS	4/4-4/7/2022 AGG TECH-SILVERS	R	2/07/2022	480.00		235498		480.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-04/2022 CORE	4/11-4/13/22 PCC LVL 1 - CORE	R	2/07/2022	300.00		235499		300.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-04/2022 PCC ALDRGE	4/11-4/13/22 PCC LVL1-ALDRIDGE	R	2/07/2022	300.00		235500		300.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-04/2022 SILVERS	4/11-4/13/22 PCC LVL 1 SILVERS	R	2/07/2022	300.00		235501		300.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0006725	LEATHER GLOVES - PW	R	2/07/2022	62.40		235502		62.40
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0006826	BLADE DRAG CARBIDE INSERT-PRSC	R	2/07/2022	293.72		235503		293.72
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0007016	PAINT - TRAFFIC	R	2/07/2022	13.88		235504		13.88
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0007017	PAINT - TRAFFIC	R	2/07/2022	266.64		235505		266.64
					*** VENDOR TOTALS ***		10 CHECKS		2,976.64
001053		IOWA GOLF ASSOCIATION							
	I-02661	FY22 MEMBERSHIP RENEWAL-LB	E	2/09/2022	125.00		004235		
	I-12719	FY22 MEMBERSHIP FEES -OC PRO	E	2/09/2022	690.00		004235		815.00
					*** VENDOR TOTALS ***		1 CHECKS		815.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005407		IOWA MUNICIPALITIES WORKERS'							
	I-INV81747	INSTLMNT 7 WORK COMP PREM21-22	R	2/07/2022	45,885.00		235506		
	I-INV82459	FY22-411 MED DED DEC	R	2/07/2022	1,265.39		235506		
	I-INV82460	FY19 MED DED DEC	R	2/07/2022	258.29		235506		
	I-INV82461	FY22 MED DED DEC	R	2/07/2022	451.18		235506		47,859.86
					*** VENDOR TOTALS ***		1 CHECKS		47,859.86
000272		IOWA PRISON INDUSTRIES							
	I-031177	IPI FY22 BLANKET PO - TRAFFIC	R	2/07/2022	5,705.40		235507		
	I-370137	ILEA MENS SPRING/FALL-RS	R	2/07/2022	230.00		235507		
	I-370138	ILEA MENS SPRING/FALL - RS	R	2/07/2022	230.00		235507		6,165.40
					*** VENDOR TOTALS ***		1 CHECKS		6,165.40
005079		IOWA SEX CRIMES INVESTIGATORS							
	I-1/22 CONF-BILLINGS	01/2022 ISCIA CONF - BILLINGS	R	1/21/2022	150.00		235385		150.00
005079		IOWA SEX CRIMES INVESTIGATORS							
	I-1/22 CONF-ANDERSON	01/2022 ISCIA CONF - ANDERSON	R	1/21/2022	150.00		235388		
	I-1/22 CONF-BRAUN	01/2022 ISCIA CONF - BRAUN	R	1/21/2022	150.00		235388		
	I-1/22 CONF-LINDELL	01/2022 ISCIA CONF - LINDELL	R	1/21/2022	150.00		235388		450.00
					*** VENDOR TOTALS ***		2 CHECKS		600.00
002789		IOWA STATE AUDITOR							
	I-FY21	FY21 AUDIT FILING FEES	R	2/07/2022	850.00		235508		850.00
					*** VENDOR TOTALS ***		1 CHECKS		850.00
000165		IOWA STATE UNIVERSITY							
	I-2/09-2/11/2022 MH	MUN PROF INSTITUTE - M HANSON	R	1/27/2022	208.00		235390		208.00
					*** VENDOR TOTALS ***		1 CHECKS		208.00
003146		IOWA TURFGRASS OFFICE							
	I-0000263	2/22/22-2/24/22 REGISTRATION	R	2/07/2022	675.00		235509		
	I-0000323	2022TURFGRASS CNFRNCE-LB/MB	R	2/07/2022	325.00		235509		1,000.00
					*** VENDOR TOTALS ***		1 CHECKS		1,000.00
001945		IOWA WORKFORCE DEVELOPMENT							
	I-104098-9 01/15/22	BENEFIT CHARGES THRU 12/31/21	E	2/09/2022	13,733.53		004241		13,733.53
					*** VENDOR TOTALS ***		1 CHECKS		13,733.53
009937		SAFIAH ELAHI							
	I-001-P21-12/2021	NE 36TH ST TRAFFIC COUNTS	R	2/07/2022	2,000.00		235510		2,000.00
					*** VENDOR TOTALS ***		1 CHECKS		2,000.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007827		JEO CONSULTING GROUP INC							
	I-200170.01 #9	PAY 9-SE 3RD ST IMP-PAY 1	E	2/09/2022	4,171.25		004283		4,171.25
					*** VENDOR TOTALS ***		1 CHECKS		4,171.25
000693		KBC, INC							
	I-7118925	VALVE SOLE - PD	E	2/09/2022	140.85		004231		140.85
					*** VENDOR TOTALS ***		1 CHECKS		140.85
008438		DAVID A JONES							
	I-01/2022 MEAL	01/2022 MEAL REIMBURSEMENT	E	2/09/2022	59.06		004306		59.06
					*** VENDOR TOTALS ***		1 CHECKS		59.06
008092		JASON KAISER							
	I-01/17/22-01/21/22	1/17-1/21/22 TRAVEL REMBRSMNTS	R	2/07/2022	341.50		235511		341.50
					*** VENDOR TOTALS ***		1 CHECKS		341.50
000292		KARL CHEVROLET INC							
	I-695933 CVW	UNIT #256 LATCH	R	2/07/2022	163.92		235512		163.92
					*** VENDOR TOTALS ***		1 CHECKS		163.92
000065		RENEWABLE ENERGY GROUP INC							
	I-566391	12/02/21 DIESEL DYED/87E10	E	2/09/2022	16,885.13		004216		
	I-566514	12/13/21 DIESEL DYED/87E10	E	2/09/2022	20,011.04		004216		36,896.17
					*** VENDOR TOTALS ***		1 CHECKS		36,896.17
009201		KIESLER POLICE SUPPLY INC							
	I-IN180630	AMMUNITION - PD	E	2/09/2022	976.00		004288		976.00
					*** VENDOR TOTALS ***		1 CHECKS		976.00
007837		DIANE KLEMME							
	I-01/12/22 MILEAGE	01/12/2022 MILEAGE REIMBURSMNT	E	2/09/2022	28.67		004304		28.67
					*** VENDOR TOTALS ***		1 CHECKS		28.67
008194		KLOCKE'S EMERGENCY VEHICLES LL							
	I-022190	UNIT #112 CONDENSER AC LINE	R	2/07/2022	151.14		235513		151.14
					*** VENDOR TOTALS ***		1 CHECKS		151.14
001060		BRIAN KROSKA							
	I-12/06/21-12/10/21	12/6-12/10/21 MEALS	E	2/09/2022	105.70		004302		105.70
					*** VENDOR TOTALS ***		1 CHECKS		105.70
005189		KULLY SUPPLY INC							
	I-567238	TOILET REPAIR - PD	E	2/09/2022	557.40		004267		557.40
					*** VENDOR TOTALS ***		1 CHECKS		557.40

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010386		PISPO INC							
	I-1605	ACOUSTIC REVIEW - SNR CNTR	E	2/09/2022	1,560.00		004299		1,560.00
					*** VENDOR TOTALS ***		1 CHECKS		1,560.00
002368		LAWSON PRODUCTS INC							
	I-9309106902	CAP SCREW - OC MAINT	E	2/09/2022	10.35		004247		
	I-9309149413	SILVER GRADE ANTI-SEIZE - CG	E	2/09/2022	257.88		004247		
	I-9309161354	MLE PIPE/MEGACRMP - CG	E	2/09/2022	107.61		004247		
	I-9309172107	ANTI-SEIZE - CG	E	2/09/2022	183.18		004247		559.02
					*** VENDOR TOTALS ***		1 CHECKS		559.02
010752		LG SEEDS							
	I-01142022	1/14/22 DAMAGE DEPOSIT REFUND	R	2/07/2022	100.00		235514		100.00
					*** VENDOR TOTALS ***		1 CHECKS		100.00
009618		LIBRARY IDEAS, LLC							
	I-87326	MISC BOOKS - KL	R	2/07/2022	87.90		235515		87.90
					*** VENDOR TOTALS ***		1 CHECKS		87.90
000402		LINDE GAS & EQUIPMENT							
	I-68145751	11/20/21-12/20/21 RENTALS	R	2/07/2022	39.09		235516		39.09
					*** VENDOR TOTALS ***		1 CHECKS		39.09
006742		LIQUIDSPRING LLC							
	I-0045707-IN	UNIT #114 STRUT ASY	R	2/07/2022	599.52		235517		599.52
					*** VENDOR TOTALS ***		1 CHECKS		599.52
000285		LUBE-TECH & PARTNERS LLC							
	I-2818531	LT ENDURANCE HD DEF-FD	E	2/09/2022	217.25		004222		217.25
					*** VENDOR TOTALS ***		1 CHECKS		217.25
000470		LUMEN							
	I-276692586	12/12/21-1/11/22 STATEMENT	E	2/09/2022	558.27		004226		558.27
					*** VENDOR TOTALS ***		1 CHECKS		558.27
009473		MACQUEEN EQUIPMENT, LLC							
	I-P15159	#209 JOY STICK	R	2/07/2022	1,658.00		235518		1,658.00
					*** VENDOR TOTALS ***		1 CHECKS		1,658.00
002207		MANATTS INC							
	I-5050549	12/08/21 D57-C20	E	2/09/2022	715.00		004245		
	I-5051813	12/27/21 D57-C20	E	2/09/2022	539.50		004245		1,254.50
					*** VENDOR TOTALS ***		1 CHECKS		1,254.50

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009346		MARY'S CLEANING CARE INC							
	I-30153	1/9/22 CLEANING - OEC	R	2/07/2022	75.00		235519		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
010116		JOSIAH MCGILL							
	I-1/26/2022	SAFETY JACKET REIMBURSEMENT	E	2/09/2022	90.94		004319		90.94
					*** VENDOR TOTALS ***		1 CHECKS		90.94
001671		MCC IOWA LLC							
	I-02/01/22-02/28/22	02/01/22-02/28/22 DEDICATE INT	R	2/07/2022	500.00		235520		500.00
001671		MCC IOWA LLC							
	I-1/01/21-1/31/21RI	1/1/21-1/31/21 INTERNET-REISSD	R	2/07/2022	500.00		235521		500.00
001671		MCC IOWA LLC							
	I-122721REISSUED	AID TO CONSTRUCTION-SR CTR	R	2/07/2022	6,400.00		235522		6,400.00
					*** VENDOR TOTALS ***		3 CHECKS		7,400.00
001864		MEDIX OCCUPATIONAL HEALTH SERV							
	I-23644	DECEMBER 2021 SERVICES	E	2/09/2022	3,587.50		004239		3,587.50
					*** VENDOR TOTALS ***		1 CHECKS		3,587.50
004747		MENARDS							
	I-59187	GFCI TESTER/CNNCTR/BSHNG - PW	R	2/07/2022	10.45		235523		
	I-59255	TSHIRTS/JACKETS -PK MNT	R	2/07/2022	115.95		235523		
	I-60604	BATTERIES - PW	R	2/07/2022	12.99		235523		
	I-60864	CORD REEL - PW	R	2/07/2022	92.95		235523		
	I-61133	STREET SUPPLIES - PW	R	2/07/2022	81.63		235523		
	I-61368	ALL PURPOSE SAND-SR CENTER	R	2/07/2022	38.50		235523		
	I-61369	SAND-SR CENTER	R	2/07/2022	15.00		235523		
	I-61392	JONNY FRESH/GEL/WINDEX/BRSH-MU	R	2/07/2022	20.48		235523		
	I-61640	PAPER TOWELS/HANDWARMERS-MU	R	2/07/2022	114.83		235523		
	I-61714	TILEX/SCREWS/TAPCON - FD	R	2/07/2022	31.44		235523		
	I-61743	HOSE HNGR/PLNGR/COFFEE/MISC-PK	R	2/07/2022	100.64		235523		
	I-61749	GORILLA TAPE - PD	R	2/07/2022	9.94		235523		
	I-61803	PRIMER/BRSH/REMOTE/TAPE-PRSC	R	2/07/2022	127.82		235523		
	I-61809	BKSPLSH/LAM/SINK/TUB-MU	R	2/07/2022	470.90		235523		
	I-61812	PVC/CLAMP/SNSR/BTTRY/BRASS-MU	R	2/07/2022	309.76		235523		
	I-61863	HOSE/TIMER/TILE - MU	R	2/07/2022	50.32		235523		
	I-61989	MITER SAW - PK MNT	R	2/07/2022	329.00		235523		
	I-61991	BOARD/CHAIR BK/SCRW/PNT/JKT-PK	R	2/07/2022	265.32		235523		
	I-62036	TOILET PARTS-OEC	R	2/07/2022	5.07		235523		
	I-62073	PRIMER/PURDY/STEEL DOOR-OEC	R	2/07/2022	142.98		235523		
	I-62126	SAND TUBE - MU	R	2/07/2022	42.80		235523		
	I-62142	TAPE/NPPL/CPLNG/KLNX/WHEEL-MU	R	2/07/2022	215.82		235523		
	I-62166	CERAMIC TOWER HEATER-PKS	R	2/07/2022	54.99		235523		
	I-62346	WRENCH/ZIPLC/HOT CHOC/COFFE-MU	R	2/07/2022	77.49		235523		
	I-62386	PATCH CABLE - TRAFFIC	R	2/07/2022	31.23		235523		

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-62407	PIPES/NOZZLES/CORDS/MISC-FD	R	2/07/2022	173.35		235523		
	I-62438	LEVER NUT/WIRENUT - PD	R	2/07/2022	35.47		235523		
	I-62440 01/20/22	RATCHETING/WIRE STRIPPER-PKS	R	2/07/2022	48.96		235523		
	I-62444	ICE MLT/CUP/VLVLNE/SALT - MU	R	2/07/2022	213.85		235523		
	I-62461	GREEN TREATED/SCREWS-PK MNT	R	2/07/2022	80.88		235523		3,320.81
					*** VENDOR TOTALS ***		1 CHECKS		3,320.81
007664		MERCY NORTH PHARMACY							
	I-01/19/2022	EMS SUPPLIES -FD	R	2/07/2022	636.83		235524		
	I-01/27/2022	EMS SUPPLIES - FD	R	2/07/2022	801.35		235524		1,438.18
					*** VENDOR TOTALS ***		1 CHECKS		1,438.18
009296		MERRITT COMPANY INC							
	I-61223	JANITORIAL SUPPLIES - PSB	R	2/07/2022	299.57		235525		
	I-61224	TOILET PAPER - PW	R	2/07/2022	98.38		235525		
	I-61384	01/2022 CLEANINGS	R	2/07/2022	17,353.00		235525		
	I-61385	JANITORIAL SUPPLIES -KL	R	2/07/2022	486.33		235525		
	I-61386	JANITORIAL SUPPLIES - PSB	R	2/07/2022	204.88		235525		
	I-61388	CLEANING SUPPLIES-SR CENTER	R	2/07/2022	736.70		235525		19,178.86
					*** VENDOR TOTALS ***		1 CHECKS		19,178.86
004447		RYAN MEYER							
	I-01/2022 FITNESS	01/2022 FITNESS REIMBURSEMNT	E	2/09/2022	30.00		004261		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
003479		MID IOWA PETROLEUM EQUIPMENT L							
	I-3859	FUEL STATION REPAIRS	E	2/09/2022	4,723.75		004255		4,723.75
					*** VENDOR TOTALS ***		1 CHECKS		4,723.75
004772		MID-IOWA SOLID WASTE EQUIPMENT							
	I-55845	SEWER JETTING HOSES - MU	E	2/09/2022	86.83		004263		
	I-55846	SEWER MAINT TOOLS - MU	E	2/09/2022	382.17		004263		469.00
					*** VENDOR TOTALS ***		1 CHECKS		469.00
003056		MID-STATES ORGANIZED CRIME							
	I-23087-80	FY22 MOCI MEMBERSHIP-SCHAFFER	E	2/09/2022	250.00		004250		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00
000271		MIDAMERICAN ENERGY COMPANY							
	I-521198204	01/07/22 STATEMENT - SNR CNTR	E	2/09/2022	586.54		004221		
	I-521487107	01/17/22 STATEMENT - TRAFFIC	E	2/09/2022	11.79		004221		
	I-FY22 #8 1695158009	1/13/22 STATEMENT	E	2/09/2022	111,855.93		004221		112,454.26

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000271		MIDAMERICAN ENERGY COMPANY							
	I-520237838	12/13/21 STATEMENT - SNR CNTR	R	1/21/2022	1,221.76		235386		1,221.76
					*** VENDOR TOTALS ***		2 CHECKS		113,676.02
008058		CTB MIDWEST INC							
	I-1785804 RI	UNIT #652 BEARING	E	2/09/2022	48.16		004284		
	I-1786226 RI	UNIT #609 SANDER	E	2/09/2022	110.67		004284		158.83
					*** VENDOR TOTALS ***		1 CHECKS		158.83
1		BABCOCK, ELAINE & PA							
	I-000202201208306	US REFUND	R	1/21/2022	7,298.28		235387		7,298.28
1		BECKER, MAGGIE							
	I-000202202018330	US REFUND	R	2/07/2022	100.00		235396		100.00
1		BORST, SHELBY							
	I-000202202018331	US REFUND	R	2/07/2022	56.34		235397		56.34
1		CARSON, SHAWN							
	I-000202202018310	US REFUND	R	2/07/2022	82.89		235398		82.89
1		CLARK, SYDNEY							
	I-000202202018320	US REFUND	R	2/07/2022	49.34		235399		49.34
1		COLEGRAVE, JARED							
	I-000202202018317	US REFUND	R	2/07/2022	58.94		235400		58.94
1		DERONDE, EMILY & RYA							
	I-000202202018314	US REFUND	R	2/07/2022	26.28		235401		26.28
1		EBERSOLE, JAMEY							
	I-000202202018325	US REFUND	R	2/07/2022	46.44		235402		46.44
1		FRICK, LLOYD							
	I-000202202018335	US REFUND	R	2/07/2022	100.00		235403		100.00
1		GOODALL PROPERTIES							
	I-000202202018312	US REFUND	R	2/07/2022	14.44		235404		14.44
1		HOLDIMAN, BENJAMIN							
	I-000202202018316	US REFUND	R	2/07/2022	42.55		235405		42.55
1		J CORP, INC							
	I-000202202018334	US REFUND	R	2/07/2022	352.00		235406		352.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		JANSSEN, GARTH & HAN							
	I-000202202018329	US REFUND	R	2/07/2022	81.21		235407		81.21
1		JANUSZEWSKI, BRADLEY							
	I-000202202018315	US REFUND	R	2/07/2022	36.30		235408		36.30
1		KAATS, DUSTIN							
	I-000202202018327	US REFUND	R	2/07/2022	96.17		235409		96.17
1		KOHLES, RILEY							
	I-000202202018324	US REFUND	R	2/07/2022	65.23		235410		65.23
1		KRIENER, ADAM							
	I-000202202018318	US REFUND	R	2/07/2022	56.34		235411		56.34
1		LANG, DANI							
	I-000202202018309	US REFUND	R	2/07/2022	47.69		235412		47.69
1		LYNCH, CINDY							
	I-000202202018336	US REFUND	R	2/07/2022	46.31		235413		46.31
1		MURPHY, MIKE							
	I-000202202018328	US REFUND	R	2/07/2022	100.00		235414		100.00
1		NISSEN, JOLYNN							
	I-000202202018319	US REFUND	R	2/07/2022	30.72		235415		30.72
1		PAPIAN, MARCI & JAMI							
	I-000202202018322	US REFUND	R	2/07/2022	96.16		235416		96.16
1		PARROTT, KEVIN							
	I-000202202018321	US REFUND	R	2/07/2022	7.21		235417		7.21
1		RINGWELSKI, WALDEN							
	I-000202202018326	US REFUND	R	2/07/2022	42.22		235418		42.22
1		SCHNEIDER, LUKE							
	I-000202202018323	US REFUND	R	2/07/2022	25.03		235419		25.03
1		SCISSORS & SCOTCH							
	I-000202202018332	US REFUND	R	2/07/2022	71.71		235420		71.71
1		SHOPTIKAL LLC							
	I-000202202018313	US REFUND	R	2/07/2022	596.52		235421		596.52

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		SPINLER, DEE							
	I-000202202018337	US REFUND	R	2/07/2022	89.98		235422		89.98
1		SWIATLY, ABBY							
	I-000202202018308	US REFUND	R	2/07/2022	62.20		235423		62.20
1		VERANDA DENTISTRY AN							
	I-000202202018311	US REFUND	R	2/07/2022	236.33		235424		236.33
1		VOSS, KATLYNN							
	I-000202202018307	US REFUND	R	2/07/2022	35.91		235425		35.91
1		WINESTYLES							
	I-000202202018333	US REFUND	R	2/07/2022	83.88		235426		83.88
				*** VENDOR TOTALS ***			32 CHECKS		10,134.62
009375		MORGAN MCGREW							
	I-01/25/2022	2021 SERVICE AWARDS VIDEO	R	2/07/2022	650.00		235526		650.00
				*** VENDOR TOTALS ***			1 CHECKS		650.00
010714		ANDREW MOSES							
	I-01/2022 BOOTS	01/2022 BOOT REIMBURSEMENT	E	2/09/2022	140.00		004323		140.00
				*** VENDOR TOTALS ***			1 CHECKS		140.00
003512		GREETINGS INC							
	I-80015	BENCH GRINDER/GRNDNG WHL-PW	R	2/07/2022	63.57		235527		63.57
				*** VENDOR TOTALS ***			1 CHECKS		63.57
006447		MSA PROFESSIONAL SERVICES INC							
	I-R09085053.0-2	PAY 12-NW36TH ST/WEIGEL WTR MN	E	2/09/2022	4,440.00		004277		4,440.00
				*** VENDOR TOTALS ***			1 CHECKS		4,440.00
006756		MTI DISTRIBUTING INC							
	I-1329521-00	UNIT #652 TIRES	R	2/07/2022	337.97		235528		337.97
				*** VENDOR TOTALS ***			1 CHECKS		337.97
006750		MUNICIPAL PIPE TOOL							
	I-32631	UNIT #742 PANEL ASSY	R	2/07/2022	782.93		235529		782.93
				*** VENDOR TOTALS ***			1 CHECKS		782.93
000350		MUNICIPAL SUPPLY INC							
	I-0821300-IN	STREET SUPPLIES - PW	R	2/07/2022	1,033.08		235530		
	I-0824147-IN	METERS - MU	R	2/07/2022	4,502.10		235530		
	I-0824391-IN	MISC SUPPLIES - MU	R	2/07/2022	250.00		235530		5,785.18
				*** VENDOR TOTALS ***			1 CHECKS		5,785.18

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008641		MICHAEL MUNRO							
	I-08/2021 TUITION	08/2021 TUITION REIMBURSEMENT	E	2/09/2022	1,200.00		004308		1,200.00
					*** VENDOR TOTALS ***		1 CHECKS		1,200.00
009252		LAURA MYERS							
	I-21-03	CANDIDATE POLYGRAPHS - PD	R	2/07/2022	1,500.00		235531		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
003057		NAPA AUTO PARTS							
	I-2986-00-678223	FUEL FLTR/OIL FLTR - CG	R	2/07/2022	63.77		235532		
	I-2986-00-678225	UNIT #114 DISC PADS/ROTORS	R	2/07/2022	472.42		235532		
	I-2986-00-678338	UNIT #103 FORCE BLADE	R	2/07/2022	56.58		235532		
	I-2986-00-678378	HOSE FITTINGS - CG	R	2/07/2022	42.20		235532		
	I-2986-00-678384	UNIT #272 HEATER HOSE	R	2/07/2022	11.70		235532		
	I-2986-00-678491	HUB CAP - PLOW TRUCKS	R	2/07/2022	63.81		235532		
	I-2986-00-678585	EXACTFIT BEAM - SQUAD CARS	R	2/07/2022	29.80		235532		
	I-2986-00-678587	EXACTFIT BEAM - SQUAD CARS	R	2/07/2022	149.00		235532		
	I-2986-00-678611	HOSE FITTINGS - CG	R	2/07/2022	57.66		235532		
	I-2986-00-678678	COMPRESSOR OIL - MU	R	2/07/2022	35.35		235532		
	I-2986-00-678837	OIL FILTER/TERMINAL/WD40-OCM	R	2/07/2022	19.12		235532		
	I-2986-00-678907	UNIT #120 RADIATOR CAP	R	2/07/2022	9.99		235532		
	I-2986-00-678958	FITTINGS FOR WASH BAY HOSE	R	2/07/2022	55.02		235532		1,066.42
					*** VENDOR TOTALS ***		1 CHECKS		1,066.42
003164		NILLES ASSOCIATES INC							
	I-19119.02	SW DES MOINES STREET DESIGN	E	2/09/2022	2,152.50		004253		2,152.50
					*** VENDOR TOTALS ***		1 CHECKS		2,152.50
010009		NORLEM TECHNOLOGY CONSULTING I							
	I-24579	PALO ALTO PA440 FIREWALL - IT	R	2/07/2022	3,139.60		235533		3,139.60
					*** VENDOR TOTALS ***		1 CHECKS		3,139.60
009284		JERRY'S TRANSMISSION SERVICE I							
	I-0038150	UNIT #116 EXT/LOCKING	E	2/09/2022	199.10		004293		
	I-0038230	UNIT #116 FENDERETTE	E	2/09/2022	288.38		004293		487.48
					*** VENDOR TOTALS ***		1 CHECKS		487.48
000367		O'HALLORAN INTERNATIONAL							
	C-31P131430	CR: BATTERY CORE - CG	E	2/09/2022	70.20CR		004223		
	C-31P136561	CR: CORE BATTERY	E	2/09/2022	140.40CR		004223		
	I-31P139367	WINDSHIELD WASHER - PLOW TRUCK	E	2/09/2022	36.34		004223		
	I-31P140355	BRAKE CLEANER - CG	E	2/09/2022	39.00		004223		
	I-31P140440	UNIT #222 ELBOW	E	2/09/2022	72.02		004223		
	I-31P141757	UNIT #268 GEAR ASM	E	2/09/2022	767.51		004223		
	I-31P141918	UNIT #268 STEERING DRAG	E	2/09/2022	136.54		004223		
	I-31P142038	COVER MIR BACK - PLOW TRUCKS	E	2/09/2022	76.47		004223		
	I-31P142348	LIGHT ASSY - PLOW TRUCKS	E	2/09/2022	137.64		004223		
	I-31P142629	UNIT #269 BATTERY BOX	E	2/09/2022	248.00		004223		1,302.92
					*** VENDOR TOTALS ***		1 CHECKS		1,302.92

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000837		O'REILLY AUTOMOTIVE INC							
	I-0295-259320	OIL/BLUE DEF - MU	E	2/09/2022	81.96		004232		81.96
					*** VENDOR TOTALS ***		1 CHECKS		81.96
009328		IMRAN ODOBASIC							
	I-01/05/22-01/06/22	1/5-1/6/22 TRAINING REIMBSMNT	E	2/09/2022	42.00		004311		42.00
					*** VENDOR TOTALS ***		1 CHECKS		42.00
003727		OFFICE DEPOT INC							
	C-209853394001	CR: INK CARTRIDGE - MU	R	2/07/2022	56.01CR		235534		
	I-201469414001	PLATE/WIPES/CLIPBOARD - PW	R	2/07/2022	94.01		235534		
	I-203988042001	PAROL & BUILDING SUPPLIES - PD	R	2/07/2022	1,670.69		235534		
	I-207007860001	PAPER/INK/CRDHLDR-KL	R	2/07/2022	217.30		235534		
	I-208074154001	CLIPBOARD/PAD/SCALE/INK - PW	R	2/07/2022	146.59		235534		
	I-208075679001	INK CARTRIDGE - MU	R	2/07/2022	112.02		235534		
	I-212333352001	PAD/PLATES/PSTIT/POCKET - PW	R	2/07/2022	54.12		235534		
	I-212333352002	MANILA - PW	R	2/07/2022	4.94		235534		
	I-213327051001	CIP BINDERS & INDEX - FINANCE	R	2/07/2022	86.71		235534		
	I-213344066001	CIP BINDERS & INDEX - FINANCE	R	2/07/2022	43.79		235534		
	I-215445727001	LEAD/PAPER - PW	R	2/07/2022	39.70		235534		
	I-215447656001	STAPLE REMOVER - PW	R	2/07/2022	14.39		235534		
	I-215715655001	INK - CODE ENFORCEMENT	R	2/07/2022	63.74		235534		
	I-217615989001	PAPER/TAPE - CH	R	2/07/2022	141.52		235534		
	I-218279976001	CASE JACKETS - PD	R	2/07/2022	462.84		235534		
	I-219385258001	PENS/PAPER/MKRS/MISC-FD	R	2/07/2022	483.72		235534		
	I-219392495001	SCALE - FD	R	2/07/2022	14.29		235534		
	I-219510830001	FLTR/PLATE/INK/PENS - PW	R	2/07/2022	208.54		235534		
	I-219514233001	DESKPAD/COFFEE/BTTRY/NAPKIN-PD	R	2/07/2022	193.24		235534		
	I-219523991001	LABELER - PD	R	2/07/2022	43.17		235534		
	I-219530014001	BANDAGES/ENVELOPE/PNCL/MISC-KL	R	2/07/2022	154.65		235534		
	I-219533955001	ERASER CHLKBRD - KL	R	2/07/2022	22.59		235534		
	I-219798882001	STANDING DESK - PD	R	2/07/2022	389.99		235534		
	I-220042428001	BINDERS - OC PRO	R	2/07/2022	72.08		235534		
	I-222046364001	TAPE/NOTE/CUP/HGHLGHTR/PEN-CH	R	2/07/2022	96.29		235534		
	I-222064418001	PEN - CH	R	2/07/2022	3.27		235534		
	I-222694048001	DESKPAD/BINDER - PD	R	2/07/2022	50.22		235534		
	I-222748871001	PAPER - PD	R	2/07/2022	369.90		235534		5,198.30
					*** VENDOR TOTALS ***		1 CHECKS		5,198.30
003105		P & M APPAREL							
	I-36994	POLOS - FD	E	2/09/2022	212.00		004252		
	I-37070	POLOS - FD	E	2/09/2022	240.00		004252		452.00
					*** VENDOR TOTALS ***		1 CHECKS		452.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002191		PC PRINT CENTER							
	I-011722-MEM	CARBENLESS PAPER - MU	R	2/07/2022	111.20		235535		111.20
					*** VENDOR TOTALS ***		1 CHECKS		111.20
000699		THE PENWORTHY COMPANY							
	I-0578322-IN	MISC BOOKS - KL	R	2/07/2022	997.02		235536		997.02
					*** VENDOR TOTALS ***		1 CHECKS		997.02
002158		PERFICUT LAWN & LANDSCAPE							
	I-200999	HOLIDAY DECOR TAKEDOWN-KL	R	2/07/2022	243.50		235537		243.50
					*** VENDOR TOTALS ***		1 CHECKS		243.50
004611		PETTY CASH							
	I-01/27/22 LIBRARY	BOOK SALE REFUND	R	2/07/2022	2.00		235538		2.00
					*** VENDOR TOTALS ***		1 CHECKS		2.00
009206		PEZZETTI EROSION CONTROL, INC							
	I-21-3990	RESTORATION/SEEDING - ENG	R	2/07/2022	3,360.00		235539		3,360.00
					*** VENDOR TOTALS ***		1 CHECKS		3,360.00
005873		PFM FINANCIAL ADVISORS LLC							
	I-118738	FY21 CONTINUING DISCLOSURE	R	2/07/2022	2,000.00		235540		2,000.00
					*** VENDOR TOTALS ***		1 CHECKS		2,000.00
008564		PHIL S REES							
	I-10/14/2021	TREE REMOVAL - PW	R	2/07/2022	1,275.00		235541		1,275.00
					*** VENDOR TOTALS ***		1 CHECKS		1,275.00
003141		PIGOTT INC							
	I-127887	NAMEPLATES FOR CUBICLES-CODE	R	2/07/2022	212.96		235542		212.96
					*** VENDOR TOTALS ***		1 CHECKS		212.96
000384		PITNEY BOWES INC							
	I-1019830078	10/31/21-1/30/22 RENTAL - PD	R	2/07/2022	105.00		235543		105.00
					*** VENDOR TOTALS ***		1 CHECKS		105.00
005176		POLK CITY FIRE & RESCUE DEPART							
	I-DEEMBERC 2021	12/2021 CHANGE OF QUARTERS	E	2/09/2022	750.00		004266		750.00
					*** VENDOR TOTALS ***		1 CHECKS		750.00
008778		POLK COUNTY LAW ENFORCEMENT							
	I-2022 DUES	2022 PLEXA ANNUAL MEMBERSHP-PD	R	2/07/2022	20.00		235544		20.00
					*** VENDOR TOTALS ***		1 CHECKS		20.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003760		POLK COUNTY TREASURER							
	I-B21-0463	BLOOD DRAW - T. JOSEPH	R	2/07/2022	150.00		235545		
	I-B22-0258	BLOOD DRAW - T. FEUCALORO	R	2/07/2022	150.00		235545		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
009386		POMP'S TIRE SERVICE, INC							
	I-1400070363	CNTL HAU3 WT - CG	E	2/09/2022	457.00		004294		
	I-1400070591	PD SQUAD CAR TIRES	E	2/09/2022	810.12		004294		
	I-1400070887	UNIT #82 TIRES	E	2/09/2022	234.42		004294		
	I-1400071246	UNIT #934 FLAT REPAIR/CHLRDE	E	2/09/2022	61.00		004294		
	I-1400071431	UNIT #609 TIRE	E	2/09/2022	186.35		004294		1,748.89
					*** VENDOR TOTALS ***		1 CHECKS		1,748.89
010751		EDWARD PROCYK							
	I-01.01.22	MAILBOX DAMAGE REIMBURSEMENT	R	2/07/2022	150.00		235546		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
006390		QUILL CORPORATION							
	I-21393155	2022 AAG MNTH DESKPAD-P&R	R	2/07/2022	32.36		235547		
	I-21894473	STICKY BK/MSEPAD/LABELS-P&R	R	2/07/2022	111.38		235547		
	I-21922731	BDG HLDR REEL SWVL CLPS-P&R	R	2/07/2022	58.92		235547		
	I-21933665	MESH ORGANIZER - P&R	R	2/07/2022	21.57		235547		
	I-22023149	MED UTLTY HK/CLPBRD/BIC-P&R	R	2/07/2022	30.39		235547		
	I-22025031	3 POCKET SET - P&R	R	2/07/2022	22.40		235547		
	I-22312085	SUPPLIES - P&R	R	2/07/2022	141.28		235547		
	I-22316568	MISC OFFICE SUPPLIES-SR CNTR	R	2/07/2022	98.98		235547		
	I-22323739	3 POCKET SET - P&R	R	2/07/2022	22.40		235547		539.68
					*** VENDOR TOTALS ***		1 CHECKS		539.68
005557		RACOM CORPORATION							
	I-A15103295	01/18/22-1/17/23USDD SUPRT-FD	E	2/09/2022	14,293.26		004272		
	I-RI-220023	EDACS/BEON ACCESS - FD	E	2/09/2022	2,026.10		004272		
	I-RI-220029	EDACS ACCESS - PD	E	2/09/2022	2,612.73		004272		18,932.09
					*** VENDOR TOTALS ***		1 CHECKS		18,932.09
010853		TIMOTHY J READ							
	I-02/01/22DRAWING	2/1/22 DRAWING CLASS - KL	R	2/07/2022	150.00		235548		
	I-02/03/2022CLASS	2/03/22 DRAWING CLASS	R	2/07/2022	150.00		235548		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
001985		RIDD X PEST CONTROL							
	I-63244	PEST & RODENT CONTROL - PW	E	2/09/2022	278.00		004242		
	I-63272	PEST/RODENT CONTROL -PRSC	E	2/09/2022	289.00		004242		567.00
					*** VENDOR TOTALS ***		1 CHECKS		567.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003999		RINGCENTRAL INC							
	I-CD_000352175	12/26/21-01/25/22 STATEMENT	R	2/07/2022	5,364.56		235549		5,364.56
					*** VENDOR TOTALS ***		1 CHECKS		5,364.56
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-V65076	FOOD FOR RESALE - OC	E	2/09/2022	34.05		004276		34.05
					*** VENDOR TOTALS ***		1 CHECKS		34.05
004079		STRAWBERRY PATCH							
	I-93560	FY22 STRAW PATCH B/G SHIR	R	2/07/2022	2,400.00		235550		
	I-93576	VOLLEYBALL SHIRTS - P&R	R	2/07/2022	120.00		235550		2,520.00
					*** VENDOR TOTALS ***		1 CHECKS		2,520.00
008008		SESAC INC							
	I-10532332	FY22 MUSIC LICENSE FEE P&R	R	2/07/2022	1,025.00		235551		1,025.00
					*** VENDOR TOTALS ***		1 CHECKS		1,025.00
008471		SHIVE-HATTERY INC							
	I-4185992-22 #20	PAY 20-ANKENY SENIOR CENTER	E	2/09/2022	9,293.28		004285		9,293.28
					*** VENDOR TOTALS ***		1 CHECKS		9,293.28
010186		SIG SAUER, INC							
	I-4468447	SIG SAUER MPX RIFLES - PD	R	2/07/2022	1,200.00		235552		1,200.00
					*** VENDOR TOTALS ***		1 CHECKS		1,200.00
001923		LOCAL GOVERNMENT PROFESSIONAL							
	I-2022-IC-0014	DECEMBER 2021 SUPPLEMENT - CC	E	2/09/2022	2,840.00		004240		
	I-2022-IC-0045	JANUARY 2022 SUPPLEMENT - CC	E	2/09/2022	523.00		004240		3,363.00
					*** VENDOR TOTALS ***		1 CHECKS		3,363.00
003348		SMITH'S SEWER SERVICE INC							
	I-415810	TRACTOR CAMERAS - MU	R	2/07/2022	925.00		235553		
	I-415986	CLEAN OUT KITCHEN SINK-FD	R	2/07/2022	88.00		235553		1,013.00
					*** VENDOR TOTALS ***		1 CHECKS		1,013.00
000990		SNYDER & ASSOCIATES INC							
	I-120.0274.01 #18	PAY 18-HTT EXT MAG TO ORLBR	E	2/09/2022	22,485.13		004234		
	I-120.0315.01 #14	PAY 14-N ANKENY BLVD LNDSCP IM	E	2/09/2022	8,141.50		004234		
	I-120.0399.01 #21	PAY 21-DELWRE/8TH ST WDNG	E	2/09/2022	4,456.90		004234		
	I-120.0687.01 #8	PAY 8-SAYLOR CRK STBLZN SAN MA	E	2/09/2022	561.00		004234		
	I-120.1005.01 #14	PAY 14-NW 36TH ST WDNG/ASH/ABD	E	2/09/2022	9,273.07		004234		
	I-120.1113.01 #11	PAY 11-HTT TRNSMSN MN/DRNG	E	2/09/2022	16,200.50		004234		
	I-121.0352.01 #10	PAY 10-NW36TH ST/STATE INTERIM	E	2/09/2022	11,774.55		004234		
	I-121.0695.01 #6	PAY 6-DELAWARE RECON/5TH/18TH	E	2/09/2022	34,225.25		004234		
	I-121.1112.01-1	CORP WOODS DR & UPRR	E	2/09/2022	6,400.00		004234		
	I-122.0108.01	PAY 1 PSA OTTER CREEK NORTH	E	2/09/2022	2,900.00		004234		116,417.90
					*** VENDOR TOTALS ***		1 CHECKS		116,417.90

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004119		WILLIAM J FRENCH							
	I-19758	WINTER DSL FUEL ADDITIVE-CG	R	2/07/2022	3,077.83		235554		
	I-19760	ADVANCED MOA - CG	R	2/07/2022	249.60		235554		3,327.43
					*** VENDOR TOTALS ***		1 CHECKS		3,327.43
001280		SPRAYER SPECIALTIES INC							
	I-1141183-IN	TEEJET TIP POLYMER - PW	E	2/09/2022	21.36		004236		21.36
					*** VENDOR TOTALS ***		1 CHECKS		21.36
002494		SPRINT SOLUTIONS INC							
	I-902645089-226	12/02/21-1/01/22 STATEMENT	R	2/07/2022	1,108.14		235555		1,108.14
					*** VENDOR TOTALS ***		1 CHECKS		1,108.14
008833		ST PAUL LUTHERAN CHURCH							
	I-06/20/2021REFUND	6/20/21 POOL REFUND-WEATHER	R	2/07/2022	400.00		235556		400.00
					*** VENDOR TOTALS ***		1 CHECKS		400.00
003408		STANTEC CONSULTING SERVICES IN							
	I-1875256	ANNUAL EPA MONITORING	R	2/07/2022	2,038.98		235557		2,038.98
					*** VENDOR TOTALS ***		1 CHECKS		2,038.98
002339		STAPLES CONTRACT & COMMERCIAL							
	I-3494950190	DESKPAD/CLOCK/STAMP - PW	R	2/07/2022	26.53		235558		
	I-3495719847	LABEL MAKER TAPE/CARD HLDR-PW	R	2/07/2022	68.84		235558		
	I-3496927623	TRU RED/PAD LGL/CANON CALC-OCM	R	2/07/2022	34.25		235558		129.62
					*** VENDOR TOTALS ***		1 CHECKS		129.62
002065		STAR EQUIPMENT LTD							
	I-01647364	UNIT #257 HANDLE & SWITCH	E	2/09/2022	163.32		004243		
	I-01647675	THRTTL CTRL/SWTCH/SPK PLG - MU	E	2/09/2022	106.21		004243		
	I-01647825	SPRING - MU	E	2/09/2022	12.50		004243		282.03
					*** VENDOR TOTALS ***		1 CHECKS		282.03
000474		STATE HYGIENIC LABORATORY AR							
	I-222879	12/31/2021 TESTING - MU	E	2/09/2022	2,675.50		004227		2,675.50
					*** VENDOR TOTALS ***		1 CHECKS		2,675.50
009965		STROKE DETECTION PLUS INC							
	I-ANKENY IA 1/11/22	1/2-1/8/22 COVID TESTING	R	2/07/2022	400.00		235559		
	I-ANKENY IA 1/18/22	1/9-1/15/22 COVID TESTING	R	2/07/2022	640.00		235559		
	I-ANKENY IA 1/25/22	COVID TESTING	R	2/07/2022	560.00		235559		
	I-ANKENY IA 1/4/22	12/26/21-1/1/22 COVID TESTING	R	2/07/2022	560.00		235559		
	I-ANKENY IA 2/2/2022	COVID TESTING	R	2/07/2022	880.00		235559		3,040.00
					*** VENDOR TOTALS ***		1 CHECKS		3,040.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006378		A & G PROPERTIES LLC							
	I-01/2022	01/2022 CAR WASHES - PD	R	2/07/2022	1,080.00		235560		1,080.00
					*** VENDOR TOTALS ***		1 CHECKS		1,080.00
000124		SYSCO IOWA INC							
	I-239581838	FOOD FOR RESALE - OC	R	2/07/2022	271.50		235561		271.50
					*** VENDOR TOTALS ***		1 CHECKS		271.50
008966		THE BUSINESS LETTER INC							
	I-74670	IMPRINT FOLDERS - PD	R	2/07/2022	652.00		235562		652.00
					*** VENDOR TOTALS ***		1 CHECKS		652.00
010264		THE DISTRICT ASSOCIATION							
	I-01/20-01/22DUES	01/20-01/22 ASSOCIATION DUES	R	2/07/2022	23,499.37		235563		23,499.37
					*** VENDOR TOTALS ***		1 CHECKS		23,499.37
007725		THE LIBRARY STORE INC							
	I-550499	BOOK TAPE - KL	E	2/09/2022	134.58		004282		134.58
					*** VENDOR TOTALS ***		1 CHECKS		134.58
008592		TONY MORO POWDER COAT & BLASTI							
	I-8332	POWDER COAT SIGN POSTS-TRFC	R	2/07/2022	2,400.00		235564		2,400.00
					*** VENDOR TOTALS ***		1 CHECKS		2,400.00
009541		MIKLANNET TENNAL							
	I-01/28/2022	JAN2022 TOT/LTLATHLETES/BBSKLS	E	2/09/2022	1,293.60		004315		1,293.60
					*** VENDOR TOTALS ***		1 CHECKS		1,293.60
004343		TRACTOR SUPPLY COMPANY							
	I-326605	HYDRANT METER PARTS - MU	R	2/07/2022	102.97		235565		
	I-563235	GAS CAN - STREETS	R	2/07/2022	114.98		235565		217.95
					*** VENDOR TOTALS ***		1 CHECKS		217.95
004713		TRANSIT WORKS							
	I-148186	MAGNET FIELD-ENGINEERING	R	2/07/2022	780.00		235566		780.00
					*** VENDOR TOTALS ***		1 CHECKS		780.00
005494		TREASURER IOWA STATE UNIVERSIT							
	I-RS 8735	CANDIDATE TESTING LIED-PD	R	2/07/2022	177.68		235567		177.68
					*** VENDOR TOTALS ***		1 CHECKS		177.68
005479		TREMCO WEATHERPROOFING							
	I-96481432	ROOF REPAIR - STREETS	E	2/09/2022	1,237.50		004270		1,237.50
					*** VENDOR TOTALS ***		1 CHECKS		1,237.50

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000468		TRUCK EQUIPMENT INC							
	I-305095	UNIT #220 NOZZLES	E	2/09/2022	634.78		004225		
	I-305629	PLOW BLADE - PK MNT	E	2/09/2022	134.89		004225		
	I-306001	PICK UP SALTER CHAIN #609	E	2/09/2022	1,016.55		004225		1,786.22
					*** VENDOR TOTALS ***		1 CHECKS		1,786.22
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI66372	SPACER/DECALS - OCMAINT	E	2/09/2022	16.92		004254		
	I-JI66593	UNIT #828 FILTERS	E	2/09/2022	98.95		004254		115.87
					*** VENDOR TOTALS ***		1 CHECKS		115.87
007363		TYLER TECHNOLOGIES INC							
	I-025-362625	10/1-12/31/21INSITE TRANS FEE	R	2/07/2022	32,155.50		235568		
	I-025-363120	10/1-12/31/21NOTIFY TRANS FEE	R	2/07/2022	278.70		235568		32,434.20
					*** VENDOR TOTALS ***		1 CHECKS		32,434.20
006209		ULINE INC							
	I-143337291	GLOVES/ METAL DETECTOR-PD	R	2/07/2022	373.49		235569		373.49
					*** VENDOR TOTALS ***		1 CHECKS		373.49
004516		ST LUKE'S HEALTH RESOURCES							
	I-108361	PRE EMP DRUG SCREENS	R	2/07/2022	84.00		235570		84.00
					*** VENDOR TOTALS ***		1 CHECKS		84.00
005813		EXECUTIVE SERVICES INC							
	I-72557	BUSINESS CARDS-PD/FD	E	2/09/2022	229.38		004274		
	I-72767	BUSINESS CARDS - DITSWORTH-PD	E	2/09/2022	67.70		004274		
	I-72790	BUSINESS CARDS - BELLIS	E	2/09/2022	67.11		004274		364.19
					*** VENDOR TOTALS ***		1 CHECKS		364.19
002135		UPHDM OCCUPATIONAL MEDICINE							
	I-105088	12/2021 SERVICES	R	2/07/2022	802.00		235571		802.00
					*** VENDOR TOTALS ***		1 CHECKS		802.00
006789		HD SUPPLY FACILITIES MAINTENAN							
	I-832454	PH ELECTRODE - MU	E	2/09/2022	343.34		004278		
	I-847216	HARDNESS BUFFER/EDTA/MANVER-MU	E	2/09/2022	309.76		004278		653.10
					*** VENDOR TOTALS ***		1 CHECKS		653.10
010506		ASHLIE VAN HORN							
	I-01/22-03/22CLASSES	01/22-03/22 ZUMBA CLASSES	E	2/09/2022	200.00		004321		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005012		VAN-WALL EQUIPMENT INC							
	I-5414827	CHAINSAW - STREETS	E	2/09/2022	2,102.41		004265		
	I-5419509	POLE SAW REPAIRS - STREETS	E	2/09/2022	159.45		004265		
	I-5419511	SAW CHAIN - STREETS	E	2/09/2022	32.99		004265		
	I-5432768	UNIT #809 OIL FLTR/HY GARD-OCM	E	2/09/2022	153.55		004265		
	I-5439748	UNIT #257 GASKET/ORING/THERM	E	2/09/2022	52.86		004265		
	I-5443544	UNIT #864 SMOOTH ROLLER SHAFT	E	2/09/2022	130.98		004265		2,632.24
					*** VENDOR TOTALS ***		1 CHECKS		2,632.24
009013		CELLCO PARTNERSHIP							
	I-9897207944	12/13/21-1/12/22 STATEMENT	R	2/07/2022	280.07		235572		280.07
					*** VENDOR TOTALS ***		1 CHECKS		280.07
000519		VERMEER SALES & SERVICE IOWA							
	I-00507407	ROW SUPPLIES - STREETS	E	2/09/2022	64.99		004228		
	I-00507512	CARABINER - STREETS	E	2/09/2022	28.99		004228		93.98
					*** VENDOR TOTALS ***		1 CHECKS		93.98
010803		VILLAGE ON DELAWARE AVE HOA							
	I-11172021	11/17/21 RESERVATION REFUND	R	2/07/2022	175.00		235573		175.00
					*** VENDOR TOTALS ***		1 CHECKS		175.00
010110		COLBY VLIEGER							
	I-01/21/22	COVID TEST REIMBURSEMENT	E	2/09/2022	119.00		004318		119.00
					*** VENDOR TOTALS ***		1 CHECKS		119.00
000482		WALMART COMMUNITY							
	I-282259319	STATEMENT CORRECTION	R	2/07/2022	412.60		235574		412.60
					*** VENDOR TOTALS ***		1 CHECKS		412.60
002569		WASTE CONNECTIONS INC							
	I-3260515	01/01/22-01/31/22 SVCS-FS#2	R	2/07/2022	56.29		235575		
	I-3260516	1/1/22-1/23/22 SVCS-SR CTR/FD	R	2/07/2022	147.58		235575		
	I-3260517	01/01/22-01/31/22 SVCS FS #3	R	2/07/2022	56.29		235575		
	I-3260518	01/01/22-01/31/22 SVCS - KL	R	2/07/2022	77.22		235575		
	I-3260519	01/01/22-01/31/22 SERVICES-OC	R	2/07/2022	112.58		235575		
	I-3260520	01/01/22-01/31/22 SVCS-OC MNT	R	2/07/2022	42.22		235575		
	I-3260522	01/2022 SERVICES - PW MAINT	R	2/07/2022	260.16		235575		
	I-3260523	1/1/22-1/31/22 SVCS - PK MNT	R	2/07/2022	225.16		235575		
	I-3260524	01/01-01/31/22 WASTE SVCS - PD	R	2/07/2022	56.29		235575		
	I-3260526	01/01-01/31/22 WASTE SVCS-PSB	R	2/07/2022	72.22		235575		
	I-3260527	01/01-01/31/22 WASTE SVCS-WW	R	2/07/2022	86.29		235575		1,192.30
					*** VENDOR TOTALS ***		1 CHECKS		1,192.30

VENDOR SET: 01 City of Ankeny
BANK: APGWB GREAT WESTERN BANK
DATE RANGE: 1/21/2022 THRU 2/09/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002772		MLB OF IOWA INC							
	I-190520	14' DOOR INSTALL - MU	R	2/07/2022	101.50		235576		101.50
					*** VENDOR TOTALS ***		1 CHECKS		101.50
006289		CHRIS WEBER							
	I-01/2022 RENEWAL	01/10/22PARAMEDIC LICENSE RNWL	R	2/07/2022	25.00		235577		
	I-01/22/22 REIMB	01/22/22 COFFEE - FD	R	2/07/2022	170.82		235577		195.82
					*** VENDOR TOTALS ***		1 CHECKS		195.82
010124		WHITMAN, REQUARDT AND ASSOCIAT							
	I-032258.001 INV.008	TRANSIT EVALUATION - ED	E	2/09/2022	381.66		004298		381.66
					*** VENDOR TOTALS ***		1 CHECKS		381.66
007634		BRADLEY D WILKENING							
	I-01/25/2022CLASS	1/25/22 LESSONS OF HOLOCAUST	R	2/07/2022	200.00		235578		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
008820		SIOUXLAND TURF PRODUCTS INC							
	I-162426	CHEMICALS-OC MAINT	E	2/09/2022	5,330.25		004286		5,330.25
					*** VENDOR TOTALS ***		1 CHECKS		5,330.25

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	189			580,356.74	0.00	580,356.74
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	109			613,133.11	0.00	613,133.11
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	298	1,193,489.85	0.00	1,193,489.85
BANK: APGWB TOTALS:	298	1,193,489.85	0.00	1,193,489.85
REPORT TOTALS:	298	1,193,489.85	0.00	1,193,489.85

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: 1/21/2022 THRU 2/09/2022
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 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the purchase of traffic signal pole assemblies for installation with the NE 36th Street Reconstruction, I-35 to NE Four Mile Drive, project.

EXECUTIVE SUMMARY:

The NE 36th Street Reconstruction, I-35 to NE Four Mile Drive, project includes construction of a new traffic signal at the proposed NE Spectrum Drive intersection. In past years, long lead times for procurement of galvanized steel traffic poles and mast arms have contributed to delays in completing similar City capital improvement projects. Pre-ordering these items, and furnishing for contractor installation with the project, can increase the likelihood of timely completion of the full project to the public's benefit.

Quotes for manufacture and delivery of the combination traffic signal/ lighting poles and mast arms needed for the project were requested per City of Ankeny Purchasing Policy. Both cost and expected delivery schedule were considered in the award recommendation. There are two regional suppliers. Valmont

Industries responded, in the amount of $99,135.00 and expected delivery in 14-16 weeks from design approval (mid-June 2022). The second supplier, Millerbernd Manufacturing Company, responded in the amount of $101,328.00 and expected delivery in 22-24 weeks from design approval (August 2022).

Construction of the project is scheduled to begin in April 2022, with completion expected in fall 2022. Therefore, award of the purchase of the galvanized steel traffic signal poles and mast arms to Valmont Industries is recommended to support timely completion of the traffic signal installation.

FISCAL IMPACT: **??No**

The project is included in the City's current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the galvanized steel traffic poles and mast arms as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tabulation

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SIGNAL POLES FOR INSTALLATION WITH NE 36th STREET RECONSTRUCTION: I-35 TO NE FOUR MILE DRIVE

WHEREAS, the City of Ankeny desires to purchase traffic signal poles and mast arms to be installed with NE 36th Street Reconstruction: I-35 to NE Four Mile Drive; and

WHEREAS, quotes were obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the traffic signal poles and mast arms from Valmont Industries, Inc. in the amount of $99,135.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Valmont Industries, Inc. in the amount of $99,135.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the FY2022 funds to facilitate the purchase of said traffic signal poles and mast arms.

DATED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

CITY OF ANKENY
BID RESULTS FOR TRAFFIC SIGNAL POLE RFP
NE 36TH ST RECONSTRUCTION, I-35 TO NE FOUR MILE DR
BID DATE: 10:00 AM, JANUARY 21, 2022,

ITEM		VALMONT	VALMONT	MILLERBERND	MILLERBERND	NOTES
DESCRIPTION	**QTY**	**UNIT COST**	**EXTENDED PRICING**	**UNIT COST**	**EXTENDED PRICING**	
IA-76-HR-20-GROUND-GV-HH-AB	1	$23,125.00	$23,126.00			POLE #4
CSMAP-76-20L-AB-GV	1			$24,631.00	$24,631.00	
IA-77-HR-20-GROUND-GV-HH-AB	1	$23,131.00	$23,131.00			POLE #1
CSMAP-77-20L-AB-GV	1			$24,668.00	$24,668.00	
IA-79-HR-20-GROUND-GV-HH-AB	1	$23,135.00	$23,135.00			POLE #3
CSMAP-79-20L-AB-GV	1			$24,744.00	$24,744.00	
IA-80-HR-20-GROUND-GV-HH-AB	1	$23,143.00	$23,143.00			POLE #2
CSMAP-80-20L-AB-GV	1			$24,781.00	$24,781.00	
POLE SUB-TOTAL			**$92,535.00**		**$98,824.00**	
OPTIONAL ITEM						
TR1-MITIGATOR	4	$1,650.00	$6,600.00			VIBRATION DAMPENER
VIBRATION DAMPENER ADDER	4			$626.00	$2,504.00	
TOTAL			**$99,135.00**		**$101,328.00**	
DIFFERENCE				**-$2,193.00**		
ESTIMATED DELIVERY			**JUNE 21, 2022**		**AUGUST, 2022**	
ASSUMPTIONS: PO to contractor February 1, 2022. (est.), with same day shop drawing turn around.						
Valmont estimate. Shop drawings 3-4 weeks, (4 weeks = March 1). Pole delivery 14-16 weeks, (16 weeks = June 21).						
Millerbernd estimate. Shop drawings 4-6 weeks, (6 weeks = March 15). Pole delivery 22-24 weeks, (24 weeks = August 30).						

??

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the purchase of traffic signal cabinets and controllers for installation with the NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd.

EXECUTIVE SUMMARY:

The NW 36th Street Widening: NW Ash Drive to N Ankeny Blvd project includes construction of a new traffic signal at NW Ash Drive and reconstruction of the traffic signal at N Ankeny Blvd. Since the onset of the COVID-19 pandemic, manufacturing and supply-chain issues have contributed to delays in delivery of this specialized equipment for similar City capital improvement projects. Pre-ordering these items, and furnishing for contractor installation with the project, can increase the likelihood of timely completion of the traffic signal construction. Construction is scheduled to begin in late March/ early April 2022, with one hundred forty working days allowed.

Based on recent installations of low-voltage open architecture traffic control (ATC) cabinets in Ankeny, the selected products for this project are the Safetran 48 VDC ATC cabinet and Econolite Cobalt controller.

Therefore, award of the purchase of the cabinets and controllers to Traffic Control Corporation at this time, in the amount of $64,500.00, is recommended to support completion of the traffic signal installations on schedule.

FISCAL IMPACT: **??No**

The project is included in the City's current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Adopt RESOLUTION authorizing the purchase of the traffic signal cabinets and controllers as specified.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Quote
Location Map

RESOLUTION

A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SIGNAL CABINETS FOR INSTALLATION WITH NW 36TH STREET WIDENING: NW ASH DRIVE TO N ANKENY BOULEVARD

WHEREAS, the City of Ankeny desires to purchase traffic signal cabinets and controllers to be installed with the NW 36th Street Widening: NW Ash Drive to N Ankeny Boulevard; and

WHEREAS, a quote was obtained according to City of Ankeny Purchasing Policy; and

WHEREAS, the City of Ankeny is able to purchase the traffic signal cabinets and controllers from Traffic Control Corporation in the amount of $64,500.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Traffic Control Corporation in the amount of $64,500.00 is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the FY2022 funds to facilitate the purchase of said traffic signal cabinets and controllers

DATED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

TRAFFIC CONTROL CORPORATION
3020 SW ORALABOR RD, SUITE 112
ANKENY, IA 50023
P: 636-305-8200

QUOTATION

Number 643859

To: 14508
ANKENY, CITY OF
410 W FIRST STREET
ATTN: ACCOUNTS PAYABLE
TOM DOZLER
ANKENY IA 50023-1557 USA

Attn:
Email:
Phone: 515-965-6401 **Fax:** 515-965-6416

Quote Date: 1/28/2022 **Expires:** 2/28/2022
Terms: NET 30 BASED ON APPROVED CREDIT
FOB: DESTINATION-FRT INCLUDED
Salesperson: MATT RIESBERG
Email: MRIESBERG@TCC1.COM
Phone: 515-205-1936

Letting Date:
Book / Call / Item:
Contract No:

Location: ANKENY, IA
Description: 48V 333S ATC CABINET - NW 36TH ST WIDENING

ALL PRICES ARE NET EACH COST BASED ON QUANTITIES LISTED. ANY CHANGE IN QUANTITIES WILL REQUIRE A COMPLETE REQUOTE. FOB DESTINATION AND PROGRAMMING ASSISTANCE IS INCLUDED WITH COMPLETE ORDER ONLY.

Part Number / Description	Unit Price	Qty/UM	Net Price
ATC CABINET 48 VDC	32,250.00	2.00 EA	64,500.00

ATC CABINET, COMPLETE WITH ACCESSORIES AS SPECIFIED INCLUDING: 333S CAB ASSY, LED LIGHTS, 48 CHANNEL INPUT/32 CHANNEL OUTPUT ASSSY, CMU, SERIAL INTERFACE, 9) HIGH DENSITY SWITCH PACKS (16 OUTPUTS), AC & DC CLEAN POWER BUS. COBALT ATC CONTROLLER INCLUDED. 12" RISER, CORNING SPH-01P FIBER TERMINATION CLOSET AND CCH-CP12-AP TERMINATION PANEL (1 EACH) INCLUDED. HARDENED NETWORK SWITCH INCLUDED

2 EQUIPMENT SHELVES, 2 FAN PANEL ASSYS, 4 LED CABINET LIGHT ASSY, 1 VENTED, DOCUMENT DRAWER, 1 SERVICE ASSEMBLY (1-HDFU), 2 16 CHANNEL OUTPUTASSEMBLY-48V, 2 16 CHANNEL FIELD OUTPUT ASSEMBLY LV, 1 24 CHANNEL INPUT ASSEMBLY, 1 24 CHANNEL FIELD INPUT ASSEMBLY -48V, 1 SB1/SB2 AND DC/CLEAN POWER BUS, 1 POWER ASSEMBLY -48V
1 CMU AUXILIARY DISPLAY UNIT, 1 ATCC 32CH CMU, 48V, 4 ATCC SIU, ITS SERIAL INTERFACE, 17 ATCC HIGH DENSITY SWITCH PACKS-LV, 1 12 POSITION RACK MTD, OUTLET STRIP, 1 RACK MTD DIN RAIL ASSEMBLY.

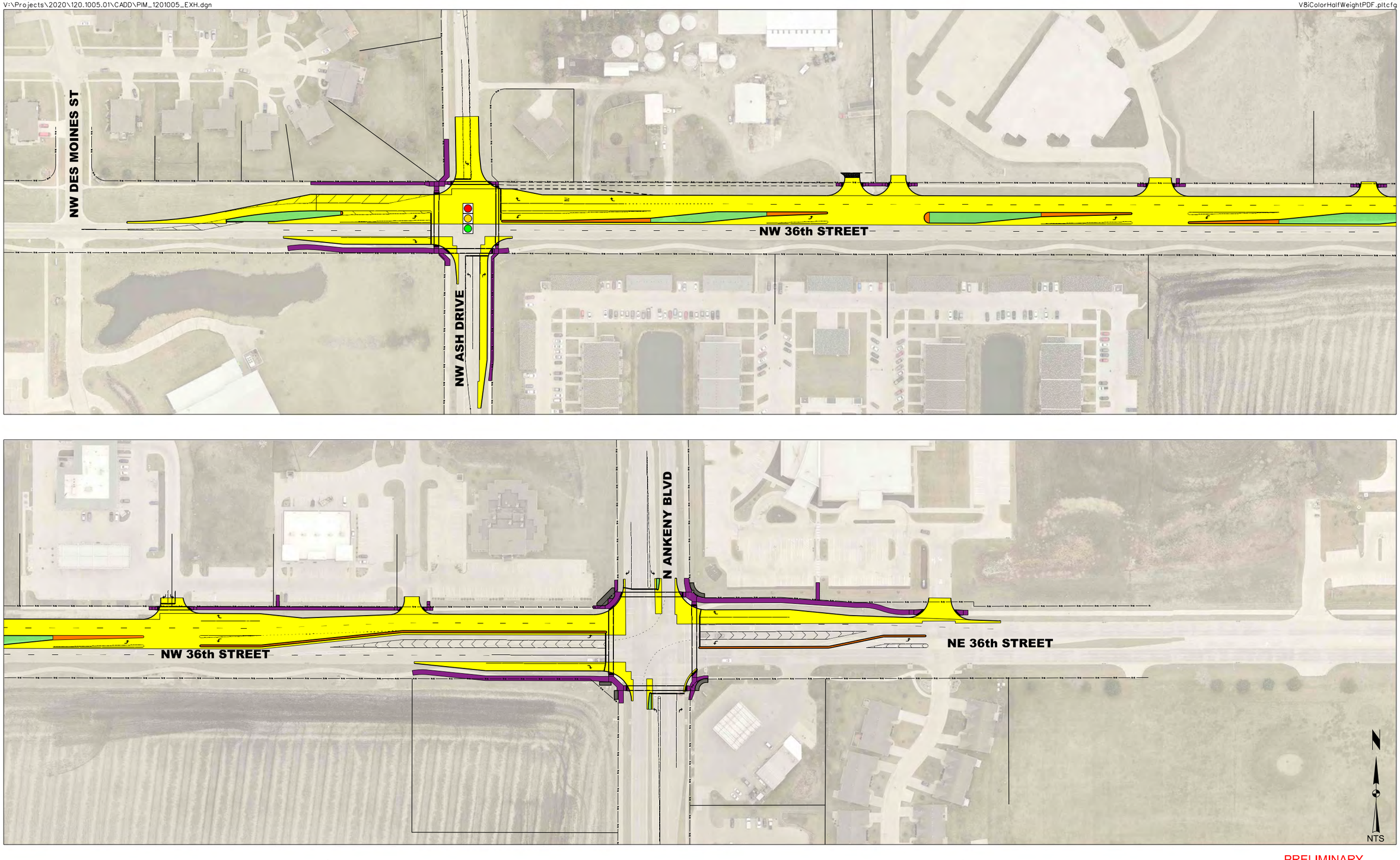
FIBER CABLE AND TERMINATIONS BY OTHERS

Item Total:	64,500.00
Misc Charges and Adjustments:	0.00
Quote Total:	**64,500.00**

Pricing does not include applicable sales taxes. If order is to be exempt sales tax, documentation must be provided at time of order. Additional terms may apply. Review our full Terms & Conditions of Sale at www.trafficcontrolcorp.com.

8/17/2021
V:\Projects\2020\120.1005.01\CADD\PIM_1201005_EXH.dgn

kbrix_ORD
V8iColorHalfWeightPDF.pltcfg



SNYDER & ASSOCIATES

city of Ankeny
bringing it all together

NW 36th Street Widening -
NW Ash Drive to North Ankeny Boulevard
ANKENY, IA

LEGEND:
- PROPOSED PAVEMENT
- RAISED PAVED MEDIAN
- RAISED EARTH MEDIAN
- PROPOSED SIDEWALK
- PROPOSED TRAFFIC SIGNAL

PRELIMINARY
NOT FOR CONSTRUCTION

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

EXECUTIVE SUMMARY:

This action is required for the issuance of bonds and provides compliance with IRS regulations, as well as the City's Bond Disclosure Policy.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

Council Member _____ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONECTION WITH SPECIFIED PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a “Project”); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City’s budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the foregoing Project, from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the foregoing expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project, the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project and the estimated dates of completion of the Project are reasonably expected to be as follows:

Project	Fund from Which Original Expenditures are to be Advanced	Total Estimated Cost	Amount of Borrowing Anticipated	Estimated Date of Completion
Annual Park Development Program	Capital Projects	$385,000	$305,000	December 2022
Annual Sidewalk/Trail Construction Program	Capital Projects	450,000	200,000	December 2022
Annual PCC Street Patching Program	Capital Projects	765,000	265,000	December 2022
Annual Asphalt Street Resurfacing Program	Capital Projects	340,000	340,000	December 2022
Annual Pavement Preservation Program	Capital Projects	350,000	350,000	December 2022
Annual Traffic Signal Improvement Program	Capital Projects	1,080,000	950,000	December 2022
NE Four Mile Drive RCB Culvert for Deer Creek	Capital Projects	1,313,000	266,000	December 2022
High Trestle Trail Experience Park	Capital Projects	400,000	200,000	December 2022
High Trestle Trail Extension – SE Magazine Road to SE Oralabor Road	Capital Projects	100,000	100,000	December 2022
Oralabor Gateway Trail – SW State Street Grade-Separated Crossing	Capital Projects	185,000	185,000	December 2022
Rock Creek Trail and Native Plantings	Capital Projects	380,000	180,000	December 2022
Four Mile Creek Channel Stabilization – NE 47th Street to NE 54th Street	Storm Water	20,000	20,000	December 2022
High Trestle Trail Channel Stabilization – Phase 1	Storm Water	275,000	275,000	December 2022
High Trestle Trail Channel Stabilization – Phase 2	Storm Water	50,000	50,000	December 2022
Tributary to Four Mile Creek Channel Stabilization	Storm Water	40,000	40,000	December 2022
SE 3rd Street Area Trunk Storm Sewer Improvements	Storm Water	1,220,000	820,000	December 2022
Westwinds Storm Sewer Extension	Storm Water	190,000	190,000	December 2022
West 1st Street Widening and Improvements – Phase 1	Capital Projects	3,000,000	1,485,000	December 2022
NW 36th Street and NW State Street Interim Improvements	Capital Projects	785,000	785,000	December 2022
NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard	Capital Projects	305,000	305,000	December 2022

NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard	Capital Projects	4,225,000	4,225,000	December 2022
SE Delaware Avenue Widening	Capital Projects	1,000,000	1,000,000	December 2022
SW Oralabor Road and SW State Street Safety Improvements	Capital Projects	200,000	200,000	December 2022
SW State Street Reconstruction – SW Ordnance Road to West 1st Street (Southbound Lanes)	Capital Projects	75,000	75,000	December 2022
Uptown Parking Improvements	Capital Projects	180,000	180,000	December 2022
NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive	Capital Projects	5,672,000	5,672,000	December 2022
High Trestle Trail Transmission Main – Phase 1	Water	2,365,000	2,365,000	December 2022
South Ankeny Boulevard Transmission Main	Water	235,000	235,000	December 2022
High Trestle Trail Transmission Main – Phase 2	Water	178,000	178,000	December 2022
Northwest Water Tower	Water	350,000	350,000	December 2022

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL: ??
Deliver Exceptional Service

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to reject bid awarded to Central Iowa Fencing on January 3, 2022 and approve bid received from American Fence Company for the installation of a security fence and gates at the Ankeny Police Department.

EXECUTIVE SUMMARY:

The project includes the installation of 425 LF of 8' tall black chain link fence, along with two automated 24' opening chain link steel cantilever gates.

The following bids were received:

Central Iowa Fencing = $50,798 (did not include the full scope of the project)

American Fence Company = $53,152

Artistic Iron Works = $98,892.50

FISCAL IMPACT: **??Yes**

The total budget for the project is $131,265.

In addition to the bids received from American Fence Company ($53,152) and Walsh Door & Security ($43,800) an electrician will be needed to complete the project.

CITY MANAGER'S RECOMMENDATIONS:

Recommend rejecting the bid awarded to Central Iowa Fencing on January 3, 2022 and approve the bid received from American Fence Company for the installation of a security fence and gates at the Ankeny Police Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
American Fence Company Bid

AMERICAN FENCE COMPANY

Omaha Lincoln Des Moines Grand Island Sioux Falls Rochester Sioux City Cedar Rapids

AmeriFence Corporation of Madison AmeriFence Corporation – Kansas City

6300 NW Beaver Drive, Johnston, IA 50131 Phone: 515-265-6100 t.vandekrol@americafence.com

Date: 12/30/2021 **Phone:** 515-289-5240 **Fax:**

Customer Name: **Ankeny Police Department HQ**

Billing Address: **411 SW Ordinance RD, Ankeny, IA 50023**

Location of Job: same as above

City: **State:** **Zip:**

Cell Phone: **Casy Ungs: 515-291-6625** **Contact E-Mail:** Cungs@Ankenylowa.gov

Invoice E-Mail:

Specifications:

Furnish and Install Materials

AFC to provide and install 425 LF of 8' tall, black vinyl chain link fence. Includes top rail, brace and truss at fence terminations and bottom tension wire. Post on soil to be set in concrete footings and posts on knee walls to include welded plates, anchored to wall with galvanized expansion anchors. No clearing or grubbing included for fence installation, to be performed by others. Includes 2 each automated 24' opening chain link, steel cantilever gates. American Access company will install 2 Liftmaster SL3000101UL on post mounted stands. Safeties will include reflective photo eye sensor across the driveway and wireless edge sensor on the tail section of the gate. Wireless edge sensor will require 2 AA batteries, recommended to be changed annually. Safety loop and exit loop will be cut and sealed into the driveway. American Access Company will terminate safety devices and vehicle loop sensors. American Access Company will not provide, install or terminate conduit or wire for high voltage or external access control system.

Specification for Fencing

Overall Length	*Overall Height*
425 LF	8'
Wire Gauge	*Dia. Corner/End Post*
9GA	3"
Dia. Line Post	*Dia. Top Rail*
2-1/2"	1-5/8"
Walk Gates	*Drive gates*
NA	24' Cantilever

Notes and Exclusions:

1.) Unless otherwise noted, one mobilization is included for the installation of the fence.

2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included.

3.) No permit, survey and/or staking included. Fence line to be staked by others.

4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.

5.) Private utilities to be located by others. Fence line to be staked clear of utilities.

6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.

7.) No bonds, dues or completed operations included.

8.) All items not specifically mentioned in this proposal are excluded.

9.) Unless otherwise noted, no addenda were received.

10.) This proposal may be withdrawn by AFC if not accepted within 30 days.

11.) AFC will not be subject to liquidated damages.

12.) Entire fence line must be concrete truck accessible.

13.) Waivers of subrogation are not included.

Project Specific Notes

No permit, survey, staking or field verification included.
No core drilling, rock drilling, sleeve(s) or blockage required or included.
No temporary fence included.
All staking and private utility locates must be complete prior to AFC commencing Work.
No shop drawings, engineered drawings, delegated design or engineering included.
f hand digging is required for post installation, an addditional fee of $50.00 per hole will be included to final invoice amount
Note: Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments, additional materials, trips and labor will be at an additional expense.

Please call Tony at 515-265-6100 with any questions.

NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. *ESTIMATE GOOD FOR 15 DAYS*.

Customer assumes full responsibility for the location of property pins, staking of the fence, and any inaccurately placed pins and/or stakes. Customer understands that AFC has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Co. from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company to locate the fence within 18 inches of any buried utilities; the customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Co. to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees to indemnify and hold harmless the Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Any time stated for installation is purely estimated. The customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Any changes to the fence due to varying ground conditions are not the responsibiity of American Fenc Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. A service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of of contract. AFC will provide storage.

Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

We agree to provide the work in accordance with the information stated here in the amount of; **$53,152.00** no tax included

Authorized Signature: Tony Van de Krol Date: **12/30/2021**

Customer/Contractor Signature: Date:

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street. (date of hrg: 2/21/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The City has received a request to vacate a portion of Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Merchant Street and SW Park Square Drive. The purpose of the proposed public land vacation is to allow a trash enclosure to remain as was constructed as part of the District Building 6 at 1345 SW Park Square Drive. The area to be vacated is not part of the paved public parking area and is currently being used for sidewalks, greenspace, and a trash enclosure which is necessary to provide capacity for the event uses as part of District Building 6. Therefore, the subject portion of public land is unnecessary for municipal use.

FISCAL IMPACT: **??Yes**

Convert nontaxable public land into taxable property.

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 January 19, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice
Vacation Exhibit
Applicant Letter

RESOLUTION 2022-

A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF PUBLIC LAND, LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, LOCATED WEST OF THE INTERSECTION OF SW PARK SQUARE DRIVE AND SW MERCHANT STREET

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street, and being legally described as follows:

SEE ATTACHED VACATION PLAT

WHEREAS, City staff have reviewed the request, and determined that the vacation is appropriate; and

WHEREAS, the Code of Iowa provides that public right-of-way may be vacated only after notice and hearing as provided by law.

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

1. That a public hearing shall be held at 5:30 P.M. on the 21st day of February, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of public land, Lot 2, The District at Prairie Trail Plat 8, located west of the intersection of SW Park Square Drive and SW Merchant Street; and

2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

DATED at Ankeny, Iowa this 7th day of February, 2022.

CITY OF ANKENY

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, 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 PUBLIC LAND, LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, LOCATED WEST OF THE INTERSECTION OF SW PARK SQUARE DRIVE AND SW MERCHANT STREET

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF PUBLIC RIGHT-OF-WAY WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that on the 21st day of February, 2022, at 5:30 P.M., in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, a public hearing will be held by said City Council in connection with the proposed Resolution regarding the vacation of certain public land lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

Said Resolution further proposes that said public land be vacated by the City and conveyed to DRA Properties, LC. Said conveyance will be made by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the proposed vacation of said public land, as described above, will be heard before the City Council of the City of Ankeny, Iowa, at the time and place aforesaid, and that at such time and place all parties in interest and citizens shall have an opportunity to be heard.

DATED this 7th day of February, 2022.

CITY OF ANKENY

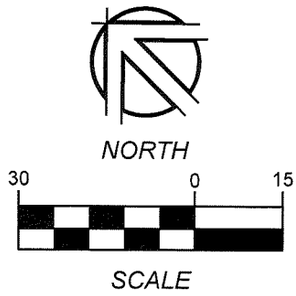
_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

Published in the Des Moines Register on the __ day of _____, 2022.

EXHIBIT "A"



REQUESTED BY

DRA Properties, LC
c/o Tara Meredith
1525 NE 36th Street
Ankeny, Iowa 50021
Phone: (515) 965-5251

PROPRIETOR

City of Ankeny
City Hall
410 West First Street
Ankeny, Iowa 50023
Phone: (515) 965-6400

LEGEND

●	Found monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface unless otherwise noted
O	Set monument 5/8" IR with red cap #18530 or 1" copper monument stamped "PLS 18530" in paved surface unless otherwise noted
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
(R)	Record dimension
P.O.B.	Point of Beginning
———	Subject boundary line
———	Proposed boundary line
——— · · ———	Existing boundary line

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

CERTIFICATION

THAREN J. HELGERSON LICENSED 18530 IOWA PROFESSIONAL LAND SURVEYOR

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: _____ 1-11-22

Name: Tharen J. Helgerson, P.L.S. No. 18530 Date

My license renewal date is December 31, 2022 Date of survey: 09/09/21

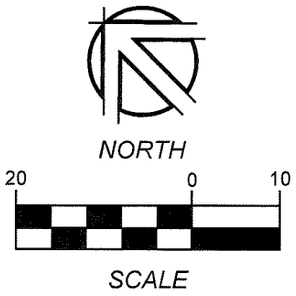
Pages or sheets covered by this seal: Sheets 1 and 2 of 2 sheets only

NILLES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT: PUBLIC LAND VACATION	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 1/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-1

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

EXHIBIT "A"



SUBJECT PROPERTY LEGAL DESCRIPTION

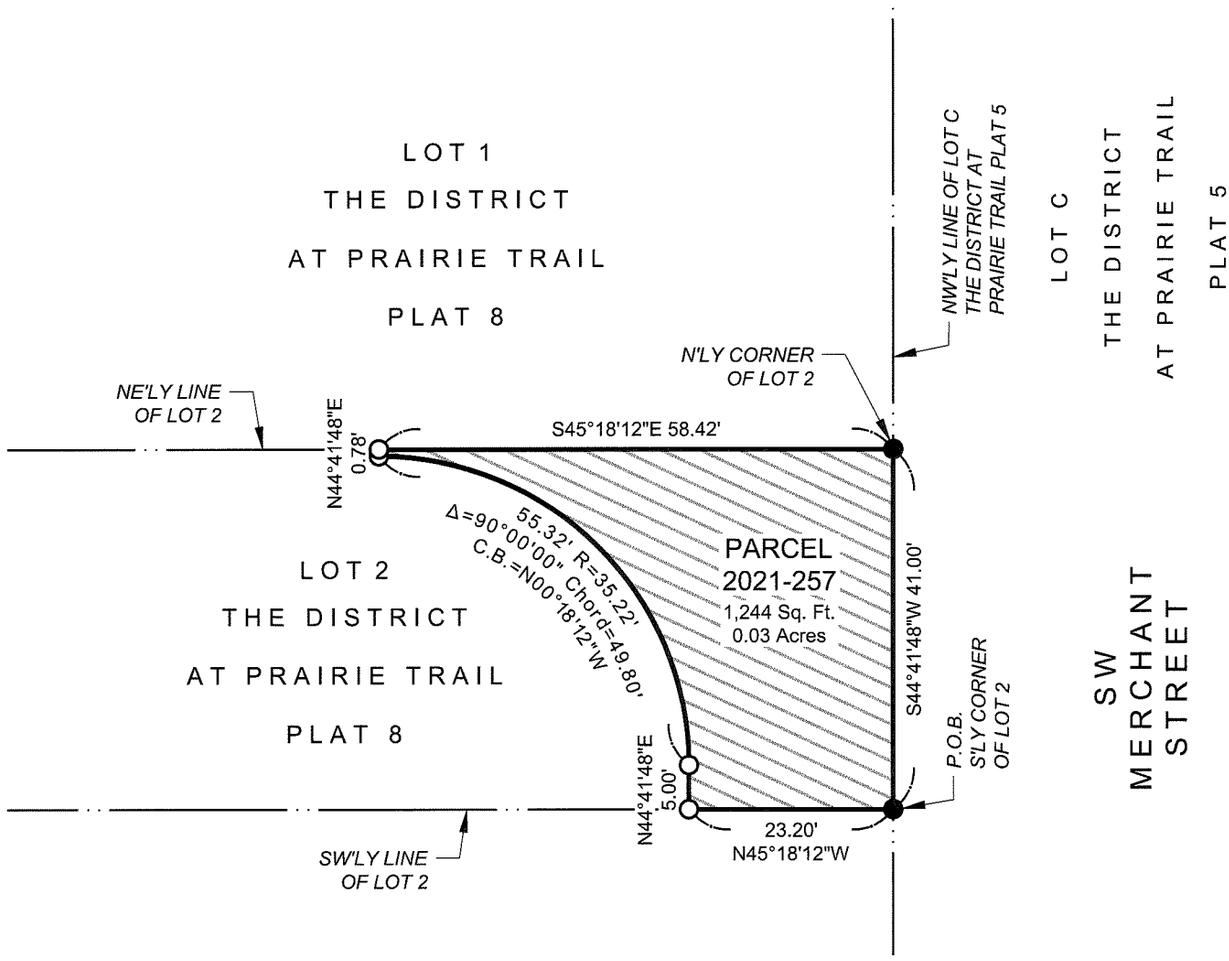
Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa.

DESCRIPTION OF PARCEL 2021 - 257

That part of Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 8, an official plat, located in the City of Ankeny, Polk County, Iowa, more particularly described as the following:

Beginning at the southerly corner of said Lot 2; thence North 45 degrees 18 minutes 12 seconds West, along the southwesterly line of said Lot 2, a distance of 23.20 feet; thence North 44 degrees 41 minutes 48 seconds East, a distance of 5.00 feet; thence northwesterly 55.32 feet along a curve to the left, tangent to the last described line, having a radius of 35.22 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 49.80 feet which bears North 00 degrees 18 minutes 12 seconds West; thence North 44 degrees 41 minutes 48 seconds East, not tangent to the last described curve, a distance of 0.78 feet, to the northeasterly line of said Lot 2; thence South 45 degrees 18 minutes 12 seconds East, along said northeasterly line of Lot 2, a distance of 58.42 feet, to the southeasterly line of said Lot 2; thence South 44 degrees 41 minutes 48 seconds West, along said southeasterly line of Lot 2, a distance of 41.00 feet, to said southwesterly line of Lot 2 and the Point of Beginning.

Containing 0.029 acres (1,244 square feet) more or less.



NILES ASSOCIATES
1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nilesinc.com

PROJECT: PUBLIC LAND VACATION	NAI No.: 18154	DRAWN BY: TJH	DWG No.: 2/2
LOCATION: THE DISTRICT AT PRAIRIE TRAIL PLAT 8 ANKENY, IOWA	DATE: 12/22/21	CHECKED BY: RJS	SHEET TITLE: EX-2

V:\NAI 2017\Projects 2017\18154\dwg\18154-VX.dwg

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

December 22, 2021

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Lot 2, The District at Prairie Trail Plat 8 – Public Land Vacation Approval Letter

Planning and Building Director, Honorable Mayor and Members of the City Council:

On behalf of DRA Properties, we are applying for the City of Ankeny to vacate a portion of City owned property located in The District at Prairie Trail Plat. The area lies southwesterly of District Building No. 6 located at the intersection of SW Park Square Drive and SW Merchant Street. The area to be vacated is not part of the paved public parking area and is used for sidewalks, greenspace, and a trash enclosure added to provide capacity for the event uses within District Building 6.

We recognize the growing need for buildings within the District to make use of adjacent open space areas and believe this should be the last vacation request of this kind. A similar request was recently applied for and granted on the proposed District 5 building for another trash enclosure and electric transformer.

We respectfully request the City's review and approval of this right-of-way vacation and conveyance. 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,

Roger J. Silver

Roger J. Silver, ASLA
NILLES ASSOCIATES, INC.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Four Mile Distribution Center Plat 1.

EXECUTIVE SUMMARY:

Crosswinds Business Park, LLC & Hubbell Realty Company have proposed the Four Mile Distribution Center Plat 1 Final Plat, a 26.61-acre final plat generally located north of SE Corporate Woods Drive and west of SE Four Mile Drive. Four Mile Distribution Center Plat 1 creates two developable lots, separated by a Union Pacific Rail right-of-way, that are zoned M-1, Light Industrial District (with restrictions).

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval of the final plat on November 2, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Commission Minutes
Final Plat
Staff Report
Map
Applicant Letter

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3551

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR FOUR MILE DISTRIBUTION CENTER PLAT 1

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Four Mile Distribution Center Plat 1 on the 2nd day of November 2021; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements 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 Four Mile Distribution Center Plat 1 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the performance and maintenance bonds for paving and sanitary sewer are hereby accepted; and
5. That the public gas easement, public sanitary sewer easement, public utility easement, and public storm water management facility maintenance covenant and permanent easement agreement are hereby accepted.

PASSED AND APPROVED this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, November 2, 2021
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the November 2, 2021 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, and Lisa West. Staff present: E.Jensen, E.Carstens, D.Silverthorn, J.Heil, R.Hulstrom, B.Morrissey, L.Hutzell, B.Fuglsang

CONSENT AGENDA ITEMS
Item #6. Four Mile Distribution Center Plat 1 Final Plat
Motion to recommend City Council approval of the Four Mile Distribution Center Plat 1 Final Plat.

Motion by G.Hunter to approve the recommendations for Consent Agenda Item(s) #1 - #8. Second by T.Rapp. All voted aye. Motion carried 6 – 0.

RECORDER'S INDEX LEGEND

COUNTY: POLK
CITY: ANKENY
SECTION/TOWNSHIP/RANGE: SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST
PARCEL 2021–126 IN N 1/2 SE 1/4 & SE 1/4 SE 1/4
PARCEL 2021–127 IN N 1/2 SE 1/4, & S 1/2 NE 1/4
LOT/BLOCK/SUBDIVISION:
REQUESTOR: CROSSWINDS BUSINESS PARK, LLC
PROPRIETOR: CROSSWINDS BUSINESS PARK, LLC

RETURN TO: DANIEL F. RITTEL, PLS
ENGINEERING RESOURCE GROUP, INC.
2413 GRAND AVENUE
DES MOINES, IA 50312

SURVEYOR & SURVEYOR COMPANY
PHONE: 515–288–4823
EMAIL: dan@ergcorp.com

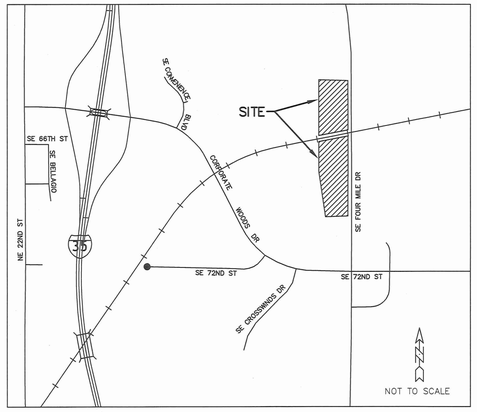
FINAL PLAT

FOUR MILE DISTRIBUTION CENTER PLAT 1

ANKENY, POLK COUNTY, IOWA

SPACE RESERVED FOR RECORDER'S USE

VICINITY MAP



OWNER/DEVELOPER

CROSSWINDS BUSINESS PARK, LLC
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

CHRIS TROSPER
(515) 243–3228

WARRANTY DEED:
BOOK 18747, PAGE 244

LEGAL DESCRIPTION

Parcel 2021–126 of that Plat of Survey filed in Book 18711 at Page 953 in the Office of the Recorder for Polk County, Iowa, being part of the North Half of the Southeast Quarter and part of the Southeast Quarter of the Southeast Quarter all in Section 6, Township 79 North, Range 23 West of the 5th P.M., City of Ankeny, Polk County, Iowa;

And

Parcel 2021–127 of that Plat of Survey filed in Book 18711 at Page 953 in the Office of the Recorder for Polk County, Iowa, being part of the South 34 acres of the South Half of the Northeast Quarter and part of the North Half of the Southeast Quarter all in Section 6, Township 79 North, Range 23 West of the 5th P.M., City of Ankeny, Polk County, Iowa.

Containing 26.61 acres in total, of which 2.99 acres is contained in present road right–of–way easement.

ZONING

M–1 LIGHT INDUSTRIAL DISTRICT (WITH RESTRICTIONS)

NOTE THAT ZONING DISTRICTS AND REGULATIONS MAY CHANGE OVER TIME. AT THE TIME OF PLATTING THE FOLLOWING SETBACK REGULATIONS WERE IN EFFECT:

FRONT YARD: 50 FEET.

SIDE YARD: NONE REQUIRED, EXCEPT WHEN ADJACENT TO ANY RESIDENTIAL DISTRICT OR STREET RIGHT–OF–WAY LINE, IN WHICH CASE – 50 FEET.

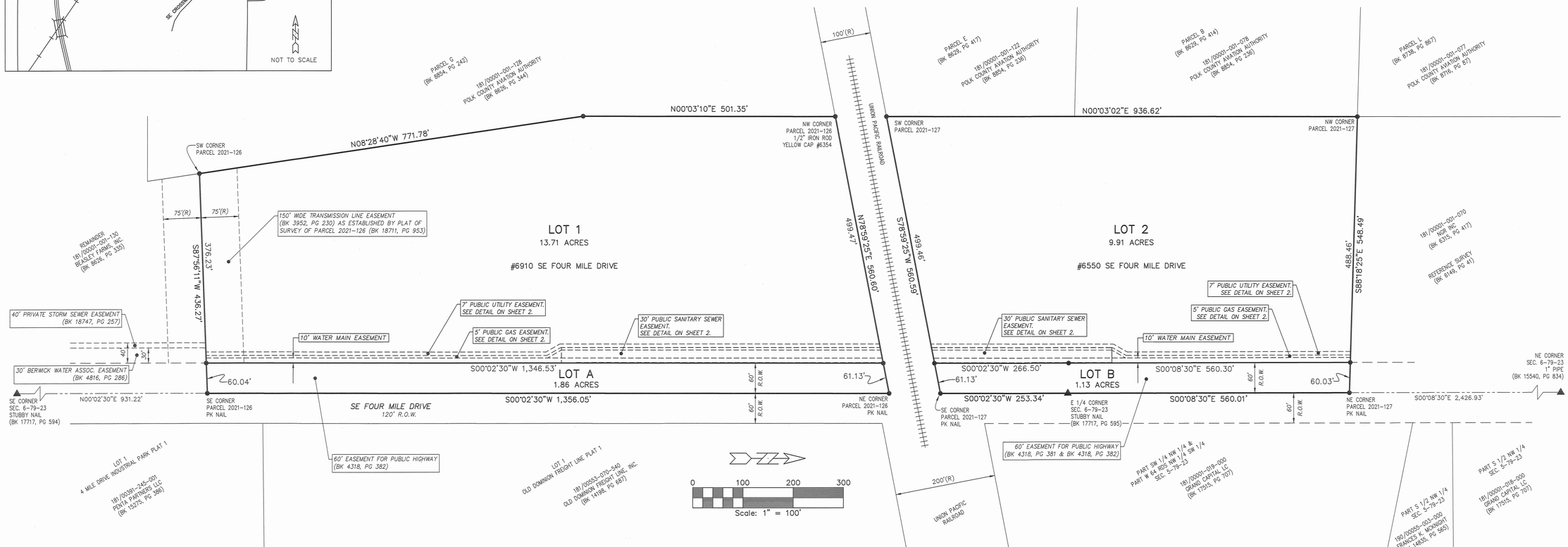
REAR YARD: 40 FEET. WHERE A RAILROAD RIGHT–OF–WAY LINE LIES IMMEDIATELY ADJACENT TO THE REAR OF A LOT, THE REAR YARD REQUIREMENTS NEED NOT APPLY.

FEMA FLOOD MAP REFERENCE

THIS PROPERTY LIES WITHIN NO SCREEN ZONE "X" NOTED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER FEMA FLOOD INSURANCE RATE MAP NUMBERS 19153C0215F AND 19153C0220F BOTH EFFECTIVE FEBRUARY 1, 2019.

NOTE THAT THE REFERENCED FEMA MAP WAS CREATED FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM AND DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING. FLOOD HAZARDS ARE DYNAMIC AND CAN CHANGE FREQUENTLY DUE TO A VARIETY OF FACTORS INCLUDING WEATHER PATTERNS, EROSION, AND NEW DEVELOPMENT. THE SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF THE REFERENCED FEMA MAP NOR GIVE ANY OPINION ON THE LIKELIHOOD OF ANY POTENTIAL FLOODING ON THIS PROPERTY.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date November 23, 2021
Ayes 6 Nays 0 Abstain — Absent 0
APPROVED
T. Flack Chairperson
J.R. Bigalow Secretary



LEGEND

- ▲● MONUMENT FOUND 5/8" REBAR, YELLOW CAP #15268 UNLESS NOTED
- △○ MONUMENT SET 5/8" REBAR, YELLOW CAP #15268 UNLESS NOTED
- (M) AS MEASURED / CALCULATED FROM MEASUREMENTS
- (R) AS PREVIOUSLY RECORDED
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- #1234 ADDRESS NUMBER

NOTES

1. LOTS A AND B (EXISTING PUBLIC HIGHWAY EASEMENT AREAS) ARE TO BE DEDICATED/CONVEYED TO THE CITY OF ANKENY, IN FEE TITLE, FOR PUBLIC RIGHT–OF–WAY PURPOSES.

2. A 30 FEET WIDE EASEMENT TO BERWICK WATER ASSOCIATION RECORDED IN BOOK 4816 AT PAGE 286 IS INTENDED TO BE RELEASED WHERE IT CROSSES LOTS 1 AND 2 AND REPLACED WITH THE 10 FEET WIDE WATER MAIN EASEMENT DEPICTED HEREON ALONG THE EAST LINES OF LOTS 1 AND 2.

3. PER CITY OF ANKENY REQUIREMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION.

4. PER CITY OF ANKENY REQUIREMENTS, THE DEVELOPER OF LOT 1 SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE REQUIRED TURN LANES DEPICTED ON THE PUBLIC IMPROVEMENT PLANS FOR SE FOUR MILE DRIVE PREPARED BY ENGINEERING RESOURCE GROUP (PROJ. NO. 21–019) AT THE NORTH ACCESS POINT FOR LOT 1 DEPICTED ON THE SITE PLANS FOR FOUR MILE DISTRIBUTION CENTER SOUTH PREPARED BY ENGINEERING RESOURCE GROUP (PROJ. NO. 21–019) PRIOR TO CITY ISSUING ANY CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FOR LOT 1 DEVELOPMENT.

5. PER CITY OF ANKENY REQUIREMENTS, THE DEVELOPER OF LOT 2 SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A NORTHBOUND LEFT–TURN INTO LOT 2 FROM SE FOUR MILE DRIVE AT THE TIME OF LOT 2 SITE DEVELOPMENT.

PROFESSIONAL LAND SURVEYOR DANIEL F. RITTEL 15268 IOWA

IOWA LAND SURVEYOR CERTIFICATION

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.

Daniel F Rittel 13 JAN 2022
DANIEL F. RITTEL, P.L.S. #15268 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 & 2 ONLY.

RECEIVED JAN 19 2022 ANKENY PLANNING & BUILDING

FOUR MILE DISTRIBUTION CENTER PLAT 1

NO.	REVISION	DATE	BY

FOR:

ERG
Engineering Resource Group, Inc.
Engineers and Surveyors
2413 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288–4823

SCALE:	1" = 120'	DESIGNED BY:	DFR
LOCATION:		DRAWN BY:	DFR
DWG:	21–019–FP.DWG	CHECKED BY:	DFR
		DATE:	1/11/2022
FIELD BOOK:		SHEET 1 OF 2	FILE NO.: 21–019

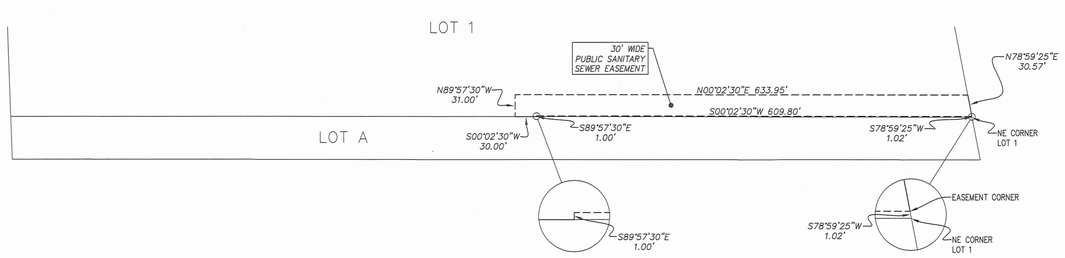
21–019

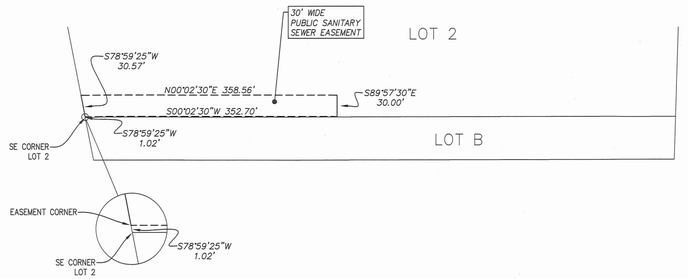
J:\2021 Proj\21-019\DESIGN\FINAL PLAT\21-019-FP.dwg, 1/13/2022 8:32:03 AM, DFR

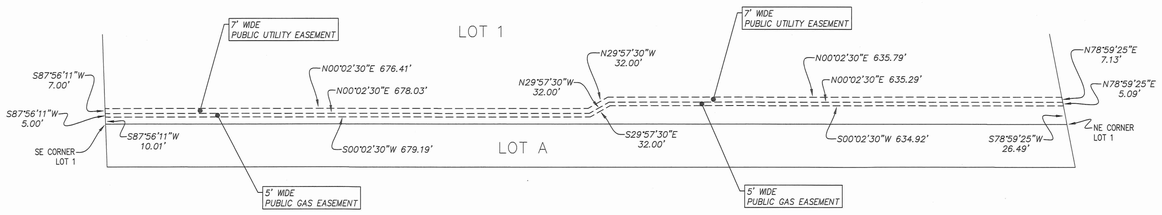
FINAL PLAT

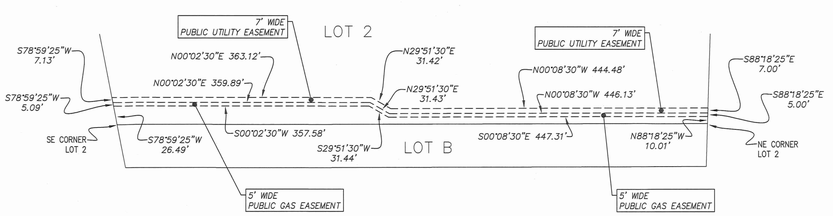
FOUR MILE DISTRIBUTION CENTER
PLAT I

ANKENY, POLK COUNTY, IOWA









0 100 200 300

Scale: 1" = 100'

RECEIVED
JAN 13 2022
CITY OF ANKENY

FOUR MILE DISTRIBUTION CENTER PLAT I

NO.	REVISION	DATE	BY	FOR:

LOCATION:	SCALE: 1" = 120'	DESIGNED BY:	DFR
	DWG: 21-019-FP.DWG	CHECKED BY: DFR	DATE: 1/11/2022
	FIELD BOOK:	SHEET 2 OF 2	FILE NO.: 21-019

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

21-019

J:\2021 Proj\21-019\DESIGN\FINAL PLAT\21-019-FP.dwg, 1/13/2022 8:32:32 AM, DFR

Ankeny
bringing it all together.

Plan and Zoning Commission
Staff Report

Meeting Date: November 2, 2021

Agenda Item: Four Mile Distribution Center Plat 1 - Final Plat
Report Date: October 28, 2021 EJC
Prepared by: Bryan Morrissey,
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Four Mile Distribution Center Plat 1 Final Plat.

Project Summary:

Crosswinds Business Park, LLC & Hubbell Realty Company have proposed the Four Mile Distribution Center Plat 1 Final Plat, a 26.61-acre final plat generally located north of SE Corporate Woods Drive and west of SE Four Mile Drive. Four Mile Distribution Center Plat 1 creates two developable lots, separated by a Union Pacific Rail right-of-way, that are zoned M-1, Light Industrial District (with restrictions).

Project Report:

Streets: No new public streets are proposed as a part of this development. Both lots within the project area will be accessed via SE Four Mile Drive.

Water: Water service will be provided by connecting to the existing twelve-inch water line that runs along SE Four Mile Drive.

Sewer: Sanitary service will be provided by connecting to the existing eight-inch sewer main that runs along SE Four Mile Drive.

Drainage: Storm water on the site will drain south to the proposed on-site storm water detention basin. From there, storm water will be discharged to an existing roadside swale south of the project area.

Parkland: Parkland dedication is not required for industrial developments.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT:	**Four Mile Distribution Center Plat 1**
NAME OF OWNER:	**Crosswinds Business Park, LLC**
NAME OF DEVELOPER:	**Crosswinds Business Park, LLC**

GENERAL INFORMATION:

PLAT LOCATION: West of SE Four Mile Drive & North of SE Corporate Woods Drive
SIZE OF PLAT: 26.61 acres
ZONING: M-1, Light Industrial District (with restrictions)

LOTS:

NUMBER: 2 Industrial Lots
SIZE/DENSITY: Lot 1: 13.71 acres Lot 2: 9.91 acres
USE: Warehouse/Distribution
BUILDING LINES: Front = 50', Side = none required, except when adjacent to any residential district or street right-of-way line, in which case – 50', Rear = 40', where a railroad right-of-way line lies immediately adjacent to the rear of a lot, the rear yard requirements need not apply.

PARK SITE DEDICATION: Not Required

ADJACENT LANDS:

NORTH: R-1, One-Family Residence District
SOUTH: M-1, Light Industrial District (with restrictions)
EAST: Old Dominion PUD & M-1, Light Industrial District
WEST: R-1, One-Family Residence District

WASTE WATER:

PROJECTED FLOWS: 26.61 acres of developable land x 5000 gal. per day/acre of developable land = 133,050 GPD
TREATMENT PLANT CAPACITY (FOUR MILE): Design: 47 MGD; current daily avg. 18 MGD

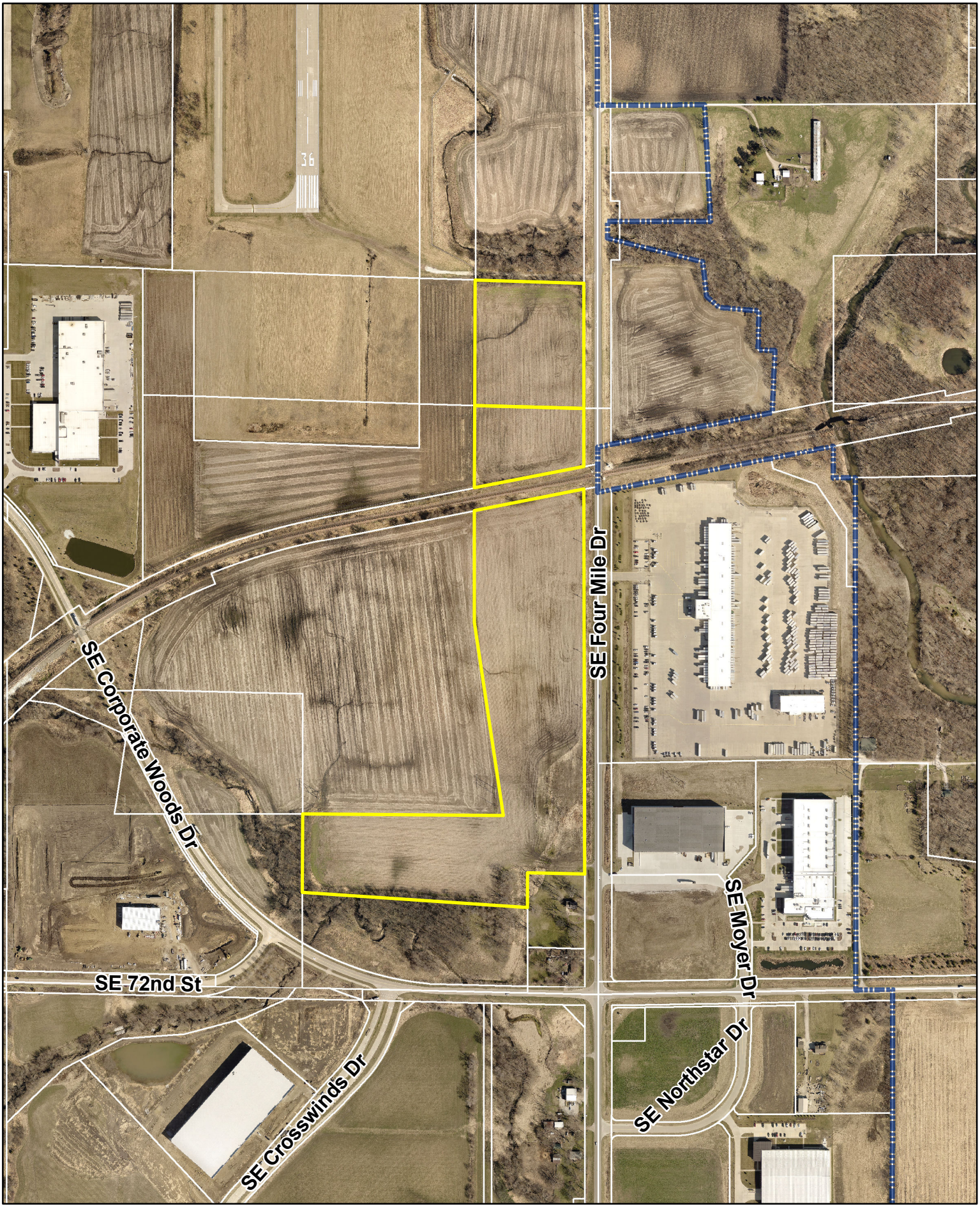
STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin

WATER SYSTEM:

USAGE: 26.61 acres of developable land x 5000 gal. per day/acre of developable land = 133,050 GPD estimate
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 = 550 feet

Date: 10/25/2021

Four Mile Distribution Center Plat 1
Final Plat

Ankeny
bringing it all together.

ERG
ENGINEERING RESOURCE GROUP, INC.
ENGINEERS & SURVEYORS
PH. 515 / 288-4823

October 22, 2021

Honorable Mayor and City Council
Plan & Zoning Commission
City of Ankeny
410 West First Street
Ankeny, IA 50023

RE: Four Mile Distribution Center South

Dear Honorable Mayor and City Council, P&Z Commission:

On behalf of our client, we ask for your approval of Four Mile Distribution Center South.

This 13.71 acre site is located at 6910 SE Four Mile Dr. which is northwest of the intersection of SE Four Mile Dr. and SE Corporate Woods Dr. An existing Union Pacific Railroad track borders the site to the north and the Ankeny Regional Airport borders the site to the west. On the east side of SE Four Mile Dr. across from the proposed site is the Old Dominion Freight Line facility.

The developer proposes to construct a spec warehouse building at this location. Tenants for this site development have not been determined. Truck docks will be provided on the west face of the building away from SE Four Mile Dr. while stalls for employees will be provided along the east face. Additional areas for future parking and paving have been denoted on the site plan and accounted for in the sizing of the proposed stormwater management facility and City landscaping requirements.

This site development would also include the extension of the existing public sanitary sewer main, connection to the existing public water main, private storm sewer and associated grading. The developer proposes to extend the public sanitary sewer from the east to the north to serve this site and a future site development located northwest of the intersection of SE Four Mile Dr. and Union Pacific Railroad. The proposed site development features two entrances onto SE Four Mile Dr. The northern entrance for commuter cars is proposed opposite of the entrance to the Old Dominion Freight Line facility. The southern entrance would be utilized for trucks and located approximately 710 Ft. to the south and would satisfy City entrance spacing requirements. The developer is working with the City on a Traffic Study and will determine the necessity features such as turn lanes, etc. and install such public improvements as determined necessary.

We ask for your approval of this site plan. We look forward to working with the City of Ankeny.

Sincerely,
ENGINEERING RESOURCE GROUP, INC.

Dustin Creech, P.E.
Project Manager

DDC/kee

J:\2021 Proj\21-019\Admin\21-019-PZ-C-1.docx

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer in Four Mile Distribution Center Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY SEWER IN FOUR MILE DISTRIBUTION CENTER PLAT 1

WHEREAS, the plans and specifications for the construction of sanitary sewer in Four Mile Distribution Center Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval and the City Council has approved the final plat for Four Mile Distribution Center Plat 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of sanitary sewer are hereby accepted; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Four Mile Distribution Center Plat 1.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN FOUR MILE DISTRIBUTION CENTER PLAT 1

WHEREAS, the plans and specifications for the construction of street paving in Four Mile Distribution Center Plat 1 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Four Mile Distribution Center Plat 1.

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

1. That the plans and specification for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contact to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specification.

PASSED AND APPROVED on this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, off-site easement, and subdivision bond for seeding and erosion control for the The District at Prairie Trail Plat 11.

EXECUTIVE SUMMARY:

The District at Prairie Trail Plat 11 is a 1.69-acre re-plat of Parcel 2021-172 of Lots A and E, The District at Prairie Trail Plat 5, and part of Outlot U, The District at Prairie Trail Plat 5, and Parcel 2021-173 of Lot 2, The District at Prairie Trail Plat 6, and Outlot A, The District at Prairie Trail Plat 6. The plat is located northwest of the District Square and west of SW District Drive and south of SW Market Street. The new plat creates two buildable lots and an outlot. Lot 1 is planned for District Building 5, a 3-story building with four first-floor retail tenant spaces including two outdoor patios and covered parking. The second and third floors are planned for office uses. Lot 2 is proposed for future development.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The plat was administratively approved by the Community Development Director on January 28, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Final Plat
Staff Report
Aerial Map
Applicant Letter

Preparer Information: Deb Gervais, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-963-3558

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, OFF-SITE EASEMENT, AND SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL FOR THE DISTRICT AT PRAIRIE TRAIL PLAT 11

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, administratively approved the final plat for The District at Prairie Trail Plat 11 on the 28th day of January 2022; and

WHEREAS, the attorney's title opinion has been submitted and approved by the Community Development Director of the City of Ankeny, Iowa; and

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

1. That the final plat for The District at Prairie Trail Plat 11 is hereby approved.
2. That the Public Ingress / Egress Easement and the Public Utility Easement are hereby approved.
3. That the off-site Public Utility Easement located on Outlot Q, The District at Prairie Trail Plat 5 is hereby approved.
4. That the subdivision bond for seeding and erosion control is hereby accepted.

PASSED AND APPROVED this 7th day of February 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

THE DISTRICT AT PRAIRIE TRAIL PLAT 11

FINAL PLAT

THAT PART OF LOT 2 THE DISTRICT AT PRAIRIE TRAIL PLAT 5

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA **CITY:** ANKENY

LOT: PARCEL 2021-172 OF LOTS A & E, THE DISTRICT AT PRAIRIE TRAIL PLAT 5
PARCEL 2021-173 OF LOT 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 6
OUTLOT A, THE DISTRICT AT PRAIRIE TRAIL PLAT 6
OUTLOT U, THE DISTRICT AT PRAIRIE TRAIL PLAT 5

REQUESTED BY & PROPRIETOR: DRA PROPERTIES, LC
1515 NE 36TH STREET
ANKENY, IOWA 50021
(515) 965-5292

SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306

SURVEY COMPANY: NILLES ASSOCIATES, INC.

RETURN TO: ADAM D. SCHOEPPNER, PLS
NILLES ASSOCIATES, INC.
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023 PH: (515) 965-0123

CERTIFICATION

LICENSED PROFESSIONAL LAND SURVEYOR
ADAM D. SCHOEPPNER
26306
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.

Signature: _____ 1-20-22
Name: Adam D. Schoeppner, P.L.S. No. 26306 Date
My license renewal date is December 31, 2023 Date of survey: 05/18/21
Pages or sheets covered by this seal: This sheet only

LEGEND

●	Found monument 5/8" IR with red cap #18530 or 1" copper monument stamped *"PLS 18530"* in paved surface
○	Set monument 5/8" IR with blue cap #26306
IR	Round iron rebar (outside diameter)
IP	Round iron pipe (outside diameter)
M.E.C.	MidAmerican Energy Company Underground Electric Line Easement
P.U.E.	Public Utility Easement
S.T.S.E.	Storm Sewer Easement
W.E.	Water main Easement
(R)	Record dimension
R.O.W.	Right - of - way
———	Subject boundary line
———	Proposed boundary line
– – – –	Proposed easement line
——— · ———	Existing boundary line
– – – –	Existing easement line

BENCHMARKS

1. Sanitary sewer manhole at the center of the intersection of SW Vintage Parkway and SW Main Street. Top of rim = 945.38 feet (NAVD88)
2. Sanitary sewer manhole in the west bound right turn lane, north side of SW Vintage Parkway, lying approximately 105' east of the east curb line of SW State Street. Top of rim = 940.23 feet (NAVD88)

THE DISTRICT AT PRAIRIE TRAIL PLAT 11

LEGAL DESCRIPTION

Parcel 2021-172 of Lots A and E, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on Ordinance 2075, recorded in Book 18902, Page 247 and on the Quit Claim Deed, recorded in Book 18902, Page 250.

AND

That part of Outlot U, THE DISTRICT AT PRAIRIE TRAIL PLAT 5, an official plat, located in the City of Ankeny, Polk County, Iowa, EXCEPT for the Right-of-Way Acquisition, as shown on the Warranty Deed, recorded in Book 16754, Page 340.

AND

Parcel 2021-173 of Lot 2, THE DISTRICT AT PRAIRIE TRAIL PLAT 6, an official plat, located in the City of Ankeny, Polk County, Iowa, as shown on Ordinance 2076, recorded in Book 18902, Page 242 and on the Quit Claim Deed, recorded in Book 18902, Page 245.

AND

Outlot A, THE DISTRICT AT PRAIRIE TRAIL PLAT 6, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 1.69 acres more or less.

Said tract subject to any and all easements, covenants and restrictions of record.

SURVEY NOTES

1. Land area : 1.69 acres
2. This plat is part of the "Prairie Trail Town Center" Neighborhood Plan as 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. We cannot certify to a restriction on the basis of an interpretation or the opinion of another party.
4. The northeasterly line of Outlot A, THE DISTRICT AT PRAIRIE TRAIL PLAT 6, is assumed to bear South 45 degrees 18 minutes 12 seconds East.
5. Outlot G cannot be further developed without being re-platted.

I hereby grant administrative approval of the final plat for The District at Prairie Trail Plat 11 as set forth in the Prairie Trail Planned Unit Development Prairie Trail Town Center Neighborhood Plan.

CITY OF ANKENY, IA
Eric Jensen, Director
Community Development Department

ATTEST: Brenda Lesiang 1-28-2022
Brenda Lesiang Date
Administrative Assistant

NORTH
SCALE 20 0 10

EXISTING 10' P.U.E. (BOOK 16124 PAGE 209)

LOT A
THE DISTRICT AT PRAIRIE TRAIL PLAT 5

SW MARKET STREET

54'

WLY CORNER OF PARCEL 2021-173

N44°41'48"E 181.86'

49.86'

NWLY LINE OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

N44°41'48"E 132.00'

N'LY CORNER OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

N44°41'48"E 76.00'

WLY CORNER OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

NWLY LINE OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

N44°41'48"E 111.34'

N'LY CORNER OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

R.O.W. ACQUISITION (WARRANTY DEED - BOOK 16754 PAGE 340)

N44°41'48"E 27.66'

S45°18'12"E 3.15'

R=123.00' Δ=25°14'28" Chord=53.75' C.B.=N57°19'02"E 54.19'

S69°48'05"E 7.72'

8' 8' 8' 8' 5' P.U.E.

EXISTING 8' W.E. (BOOK 16124 PAGE 205)

1575 1535

P.U.E. 13' 13' 18' 21' 5'

SW'LY LINE OF PARCEL 2021-173

N45°18'12"W 88.00'

PARCEL 2021-173

N44°41'48"E 18.00'

EXISTING 10' M.E.C. (BOOK 16418 PAGE 379)

LOT 1
26,432 Sq. Ft.
0.61 Acres

1465

OUTLOT A

LOT 2
15,525 Sq. Ft.
0.36 Acres

1470 1335

100.00'

76'

SW'LY LINE OF PARCEL 2021-172

PARCEL 2021-172

10' P.U.E.

39.92' R=189.00' Δ=12°06'06" Chord=39.84' C.B.=S57°35'51"E

NWLY LINE OF LOT E THE DISTRICT AT PRAIRIE TRAIL PLAT 5

EXISTING 20' S.T.S.E. (BOOK 16124 PAGE 218)

S45°18'12"E 217.97'

N44°41'48"E 139.00'

33.44' S23°39'33"E

S'LY CORNER OF PARCEL 2021-172

N45°18'12"W 129.97'

SW'LY LINE OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

S45°18'12"E 339.07'

NE'LY LINE OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

SW'LY LINE OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

N45°18'12"W 328.67'

228.67'

S45°18'12"E 200.05'

S'LY CORNER OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

10' P.U.E.

EXISTING 20' W.E. (BOOK 16418 PAGE 367)

25' I.E.E.

23'

10' 10'

12.5' 12.5'

S44°41'48"W 114.00'

NW'LY LINE OF LOT B THE DISTRICT AT PRAIRIE TRAIL PLAT 5

EXISTING 20' W.E. (BOOK 16418 PAGE 348)

S'LY LINE OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

E'LY CORNER OF OUTLOT A THE DISTRICT AT PRAIRIE TRAIL PLAT 6

EXISTING 5' P.U.E. (BOOK 16418 PAGE 364)

70.08'

5' 5'

EXISTING 7' P.U.E. (BOOK 16418 PAGE 364)

EXISTING 10' M.E.C. (BOOK 16418 PAGE 379)

121.10'

EX. 10' M.E.C. (BOOK 16418 PAGE 379)

LOT 1
THE DISTRICT AT PRAIRIE TRAIL PLAT 6

LOT B
THE DISTRICT AT PRAIRIE TRAIL PLAT 5

SW PARK SQUARE DRIVE

OUTLOT G
31,807 Sq. Ft.
0.73 Acres

S'LY CORNER OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

S'LY LINE OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

E'LY CORNER OF OUTLOT U THE DISTRICT AT PRAIRIE TRAIL PLAT 5

29.66' R=188.00' Δ=9°02'24" Chord=29.63' C.B.=S49°49'24"E

120'

10' P.U.E.

S45°18'12"E 199.13'

LOT E
THE DISTRICT AT PRAIRIE TRAIL PLAT 5

SW DISTRICT DRIVE

S44°41'48"W 141.34'

SW MAIN STREET

LOT E
THE DISTRICT AT PRAIRIE TRAIL PLAT 5

VICINITY MAP

SCALE: 1" = 1000'

NORTH
JOHN DEERE
SW IRVINEDALE DRIVE
NW POLK CITY DRIVE
SW KENWORTHY DR
SW FERN ST
SW ELM ST
SW CHERRY ST
SW 6TH
BEAUMONT DR
SW GOODWIN ST
SW DES MOINES STREET
SW ORDNANCE ROAD
SE GRANT ST
SE BELMONT DR
SE OAK DR
SW ELM STREET
SW CHERRY STREET
SW 11TH ST
SW 11TH STREET
SW WESTVIEW DRIVE
SW MAGAZINE ROAD
PROPOSED SITE
SW 15TH STREET
SW WALNUT STREET
SW 16TH STREET
SW SCHOOL STREET
S ANKENY BLVD / US HWY 69
SW VINTAGE PWY
SW 17TH STREET
SW 18TH STREET
SW WESTVIEW DRIVE
SW FRANKLIN DRIVE
SW MERCHANT ST
SW MARKET ST
SW MAIN STREET
SW PARK SQUARE DR
SW DISTRICT DR
SW STATE ST
SW PRAIRIE TRAIL PARKWAY
SW CAMPUS TOWN CT
SW 20TH CIRCLE
SW 21ST CIRCLE
SW 21ST CT
SW CASCADE FALLS DRIVE
SW ABILENE RD
SW PRECEDENCE RD
SW ARLAN DR
SW COLLEGE AVE
SW 19TH ST
SW 18TH ST
SW PRAIRIE TRAIL PARKWAY
SW WHITE BIRCH DR
SW 22ND STREET
SW PLAZA PWY
SW 24TH CT
SW 25TH CT
SW MASBURY LN
SW ORALABOR ROAD / HWY 415
SW ORALABOR ROAD FRONTAGE ROAD
SW ORALABOR ROAD
DMACC
SE LORENZ DR

REVISIONS:
1) 1/5/2021 - CITY TECH REVIEW COMMENTS
2) 12/2/2021 - UPDATE LEGAL DESCRIPTION
3) 01/21/22 - UPDATE EASEMENTS
4)
5)
6)
7)

NOTICE: NILLES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR ANY AND ALL PROBLEMS WHICH ARISE FROM FAILURE TO THE ENGINEERING ENTITY THEY CONVEY, OR THE ENGINEERING ENTITY THEY CONVEY, OR THE ENGINEERING ENTITY THEY CONVEY, OR TO OBTAIN AND/OR FOLLOW THE ENGINEERS RECOMMENDATIONS REGARDING THE ABOVE OBSERVED, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED.

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2655
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

PROJECT NAME: THE DISTRICT AT PRAIRIE TRAIL PLAT 11
ANKENY, IOWA
DESCRIPTION: FINAL PLAT
JAN 20 2022

NAI NO.:	21136
DATE:	10/01/21
DRAWN BY:	TJH
CHECKED BY:	JHP
SCALE:	AS NOTED
SHEET TITLE:	FP-1
SHEET NO.:	1/1

V:\NAI 2017\Projects 2017\21136\dwg\21136-FP11.dwg

City Council
Staff Report

Meeting Date: February 7, 2022

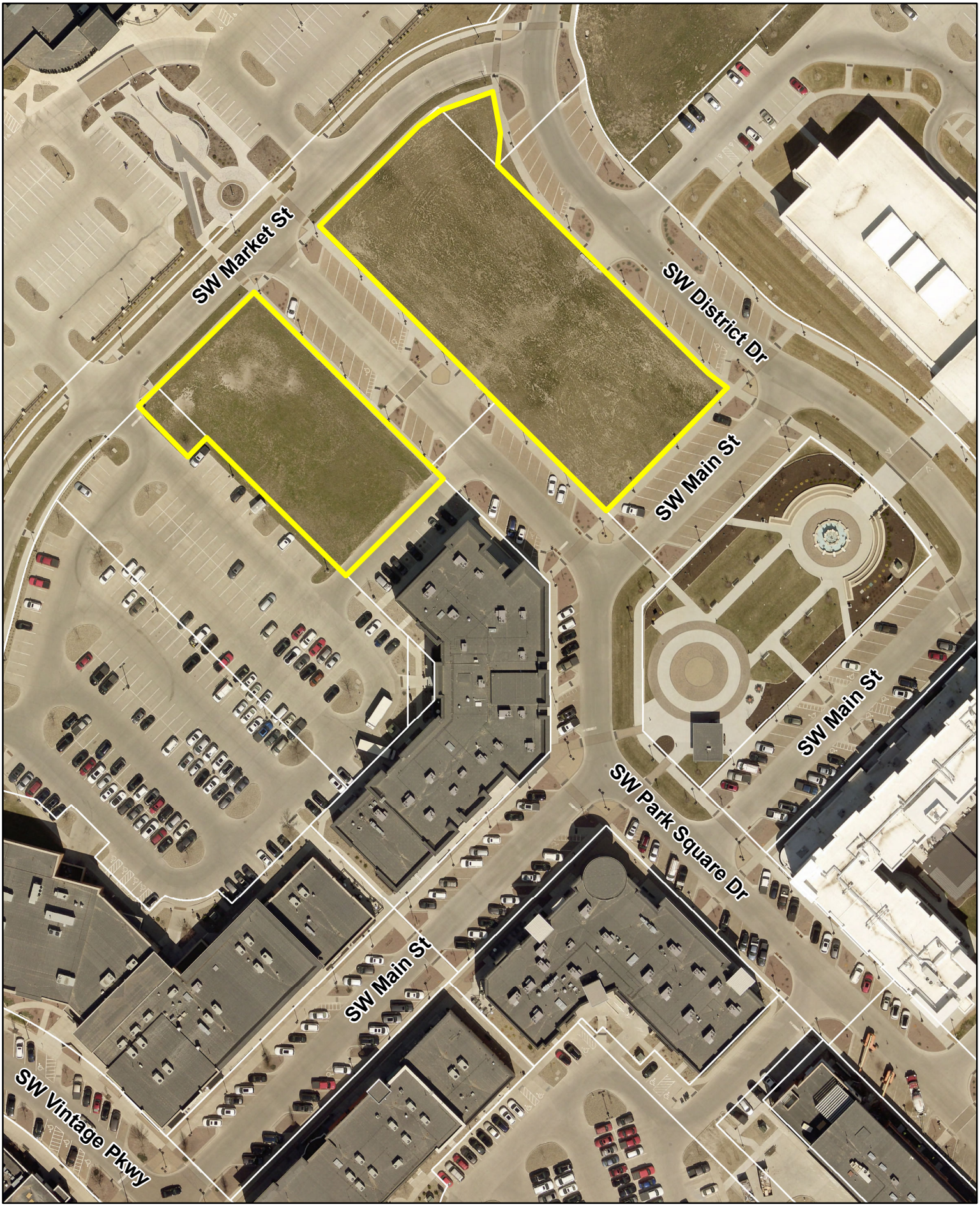
Agenda Item: The District at Prairie Trail Plat 11
Report Date: January 24, 2022
Prepared By: Deb Gervais, AICP
Senior Planner

Staff Recommendation:

That the City Council approves the final plat for The District at Prairie Trail Plat 11.

Project Report:

The District at Prairie Trail Plat 11 is a 1.69-acre re-plat of Parcel 2021-172 of Lots A and E, The District at Prairie Trail Plat 5, and part of Outlot U, The District at Prairie Trail Plat 5, and Parcel 2021-173 of Lot 2, The District at Prairie Trail Plat 6, and Outlot A, The District at Prairie Trail Plat 6. The plat is located northwest of the District Square and west of SW District Drive and south of SW Market Street. The new plat creates two buildable lots and an outlot. Lot 1 is planned for District Building 5, a 3-story building with four first-floor retail tenant spaces including two outdoor patios and covered parking. The second and third floors are planned for office uses. Lot 2 is proposed for future development.



N

1 inch = 100 feet

Date: 1/24/2022

The District at Prairie Trail Plat 11

Ankeny
bringing it all together.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

October 1, 2021

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: The District at Prairie Trail Plat 11
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 The District at Prairie Trail Plat 11, which is a re-plat of part of Outlot U, The District at Prairie Trail Plat 5 and Outlot A, The District at Prairie Trail Plat 6 and includes Parcels 2021-172 & 2021-173.

This site lies on both sides of SW Park Square Drive and between SW Market Street and SW Main Street and southwesterly of SW District Drive. We are working with the developer on site plans for Lots 1 and 2. Lot 1 is planned for a multi-level multiple use building and Lot 2 is planned for a multiple use office building.

The goal for this overall design is to strategically plan for residential and office uses that honor the Prairie Trail master plan and responsibly integrate with the bordering roadways and existing uses.

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

Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, minimum protection elevations, warranty deed for streets, and platted easements for Deer Creek Village Plat 2.

EXECUTIVE SUMMARY:

Deer Creek Village Plat 2 is a proposed 5.94 (+/-) plat located north of NE 3rd Street and west of NE Four Mile Drive within the Deer Creek PUD. The plat contains 32 lots for townhome development. The plat is zoned Deer Creek PUD, with the underlying zoning of the plat being R-3, Multiple Family Residence District. The subject property is considered to be within parcel 'N' of the Deer Creek PUD. Parcel 'N' is identified as being utilized for Medium Density Residential - Townhomes. Site plans and building elevations for the proposed development were approved by the Plan & Zoning Commission in April of 2018 along with Deer Creek Village Plat 1.

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 April 20, 2021.
The City Council granted preliminary approval of the final plat at their meeting on May 3, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Minutes
Final Plat
Staff Report
Map
Applicant Letter

Preparer Information: Bryan Morrissey, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive., Ankeny, IA 50023 Phone: 515-963-3551

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, MINIMUM PROTECTION ELEVATIONS, WARRANTY DEED FOR STREETS, AND PLATTED EASEMENTS FOR DEER CREEK VILLAGE PLAT 2

WHEREAS, on the 20th day of April 2021, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended preliminary approval of Deer Creek Village Plat 2; and

WHEREAS, the City Council of the City of Ankeny, Iowa, granted preliminary approval of the final plat for Deer Creek Village Plat 2 on the 3rd day of May, 2021; and

WHEREAS, the attorney's title opinion, warranty deed for streets, and easement documents have been submitted and approved by the Community Development Director 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 Deer Creek Village Plat 2 is approved;
2. That the minimum protection elevations are hereby accepted;
3. The warranty deed for streets is hereby accepted;
4. That the Public Utility Easement, Public Ingress/Egress, Sanitary Sewer and Water Main Easement, Public Storm Sewer Easement, and Ninth Amendment to Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement are hereby accepted;

PASSED AND APPROVED this 7th day of February 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy. City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, April 20, 2021
Ankeny Public Services Building – Electronic Meeting
Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the April 20, 2021 meeting of the Plan & Zoning Commission to order at 6:34 p.m.

Due to health concerns related to COVID-19, the meeting was conducted as an electronic meeting. The Plan and Zoning Commission, City staff and the public participated by electronic conferencing.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud, Ted Rapp, Todd Ripper, and Lisa West. Absent: Jeff Woodcock. Staff present: E.Jensen, E.Carstens, D.Gervais, R.Hulstrom, J.Heil, B.Morrissey, B.Fuglsang

CONSENT AGENDA ITEMS
Item #4. Deer Creek Village Plat 2 Final Plat
Motion to recommend City Council approval of Deer Creek Village Plat 2 Final Plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #5. Second by G.Hunter. All voted aye. Motion carried 6 – 0.

DEER CREEK VILLAGE PLAT 2

FINAL PLAT

INDEX LEGEND

LOCATION: OUTLOT 'Y', DEER CREEK VILLAGE PLAT 1
ANKENY, IOWA

REQUESTOR: DEER CREEK VILLAGE, LLC

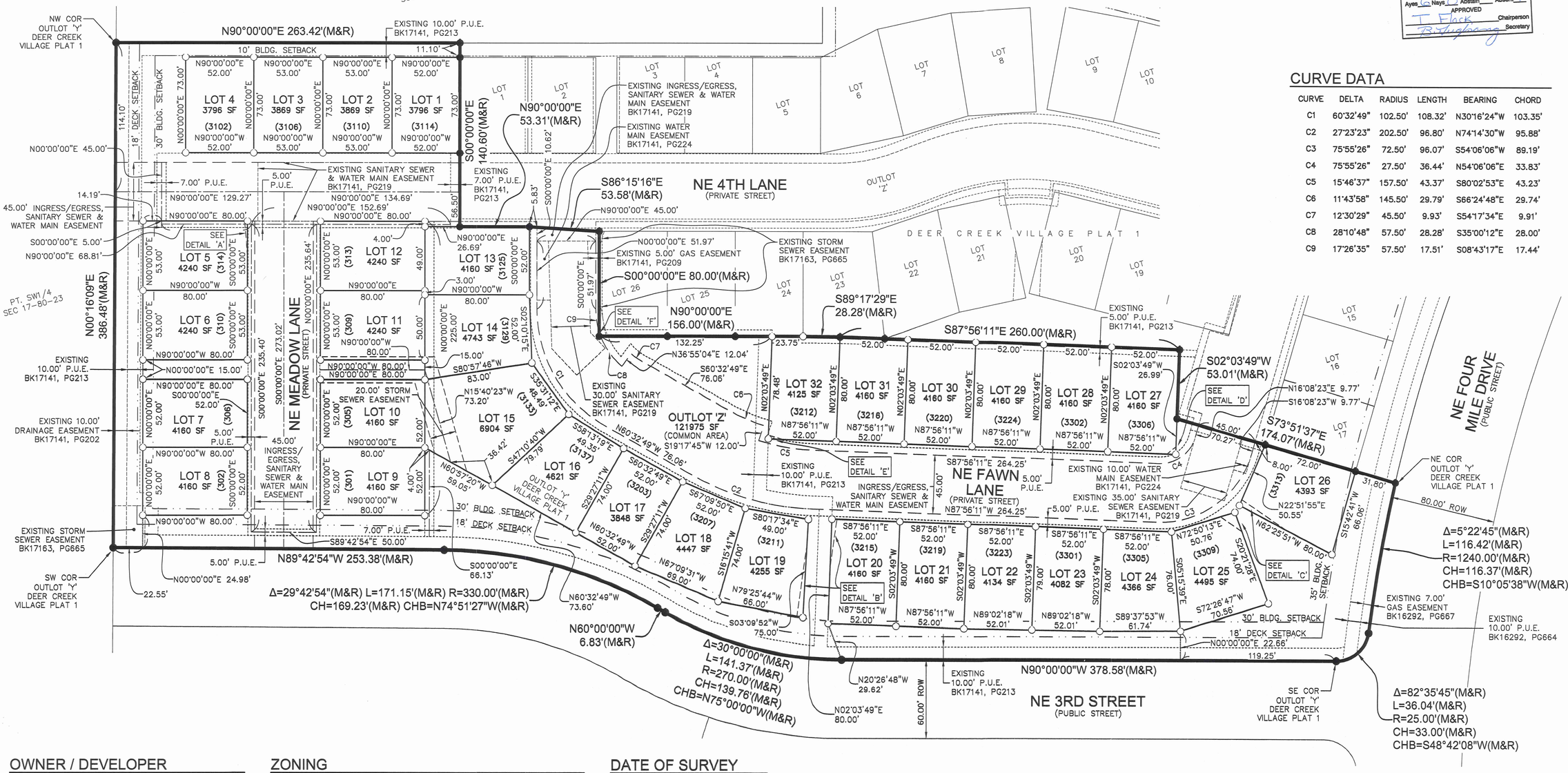
PROPRIETOR: DEER CREEK VILLAGE, LLC
2208 WOODLANDS PARKWAY
CLIVE, IOWA 50325

SURVEYOR: LOUIS M. KELEHAN

COMPANY: CIVIL DESIGN ADVANTAGE

RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date April 6, 2021
Ayes 6 Nays 0 Abstain ___ Absent 1
APPROVED
T Flack Chairperson
Secretary



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	60°32'49"	102.50'	108.32'	N30°16'24"W	103.35'
C2	27°23'23"	202.50'	96.80'	N74°14'30"W	95.88'
C3	75°55'26"	72.50'	96.07'	S54°06'06"W	89.19'
C4	75°55'26"	27.50'	36.44'	N54°06'06"E	33.83'
C5	15°46'37"	157.50'	43.37'	S80°02'53"E	43.23'
C6	11°43'58"	145.50'	29.79'	S66°24'48"E	29.74'
C7	12°30'29"	45.50'	9.93'	S54°17'34"E	9.91'
C8	28°10'48"	57.50'	28.28'	S35°00'12"E	28.00'
C9	17°26'35"	57.50'	17.51'	S08°43'17"E	17.44'

OWNER / DEVELOPER

DEER CREEK VILLAGE, LLC
CONTACT: BRUCE GATES
2208 WOODLANDS PARKWAY
CLIVE, IOWA 50325
PH: 515-528-8123

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

PLAT DESCRIPTION

OUTLOT 'Y', DEER CREEK VILLAGE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

PROPERTY CONTAINS 5.94 ACRES (258,598 SF).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING

DEER CREEK PUD

BULK REGULATIONS

MIN. SETBACKS
- FRONT: 35 FEET FROM NE FOUR MILE DRIVE (29TH STREET), NE 38TH STREET AND NE 94TH AVENUE; 30 FEET FROM INTERNAL PUBLIC RIGHT-OF-WAYS; 25 FEET FROM BACK OF CURB OF ALL PRIVATE DRIVES (WHEN IN FRONT OF THE GARAGE) AND 10 FEET FROM BACK OF CURB OF ALL PRIVATE DRIVES WHEN NOT IN FRONT OF GARAGE)
- REAR: 30 FEET (DECKS MAY EXTEND 12 FEET INTO RYSB)
- BUILDING SEPARATION: 12' PRINCIPAL STRUCTURES

SCREENING REQUIRED:
- CLASS A WHERE TOWNHOME AREAS ABUT SINGLE-FAMILY AREAS
- DECKS ARE NOT ALLOWED IN THE 35' SETBACK/BUFFER YARD ALONG NE FOUR MILE DRIVE (29TH STREET)

R-3 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED.

DATE OF SURVEY

FIELDWORK: OCTOBER, 2018

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. THE DEVELOPER IS RESPONSIBLE FOR THE 8' SHARED USE PATH ON THE WEST SIDE OF FOUR MILE DRIVE.
3. THE HOMEOWNERS ASSOCIATION IS TO OWN/MAINTAIN COMMON AREAS AND STORM SEWER SYSTEM.
4. REFER TO APPROVED CONSTRUCTION DOCUMENTS FOR MINIMUM PROTECTION ELEVATIONS.

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#18660 (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		

N

SCALE
0' 20' 40' 80'
1" = 40' (FULL SIZE)

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.

LOUIS M. KELEHAN, P.L.S. — DATE 1/21/22

LICENSED PROFESSIONAL LAND SURVEYOR
LOUIS M. KELEHAN
18660
IOWA

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

REVISIONS	DATE
SIGNED SUBMITTAL	01/21/22
THIRD SUBMITTAL	04/22/21
SECOND SUBMITTAL	04/09/21
FIRST SUBMITTAL	03/12/21

CIVIL DESIGN ADVANTAGE
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: TECH: REVIEW:

DEER CREEK VILLAGE PLAT 2
FINAL PLAT
ANKENY, IOWA

RECEIVED
JAN 24 2022
CITY OF ANKENY

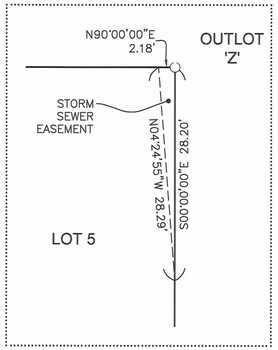
1/2
2102.109

FILE: H:\2021\2102109\DWG\2102109-FINAL PLAT.DWG
PLOT DATE: 1/21/22 DATE PLOTTED: 1/21/2022 11:07 AM COMMENT:
PLOTTED BY: LOUIS KELEHAN DWG

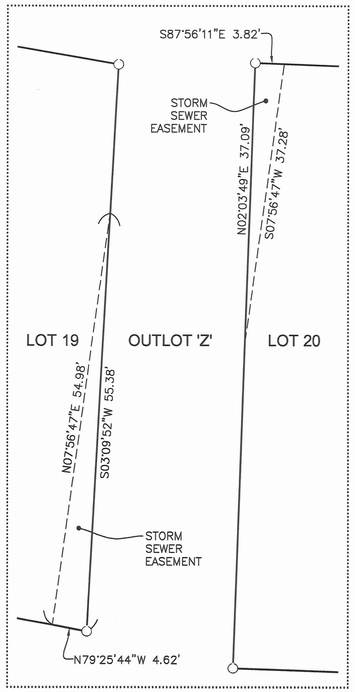
DEER CREEK VILLAGE PLAT 2

FINAL PLAT

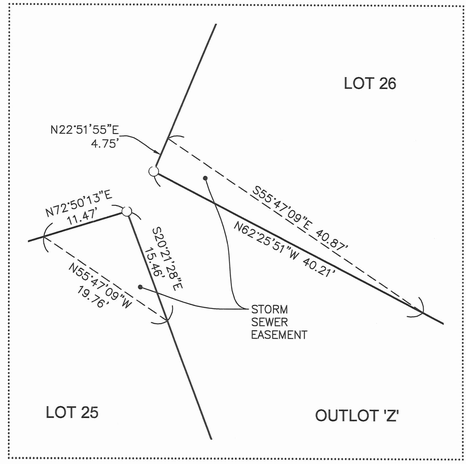
DETAIL 'A'
SCALE 1"=10'



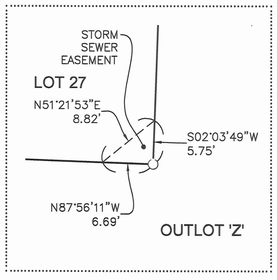
DETAIL 'B'
SCALE 1"=10'



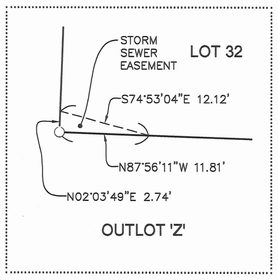
DETAIL 'C'
SCALE 1"=10'



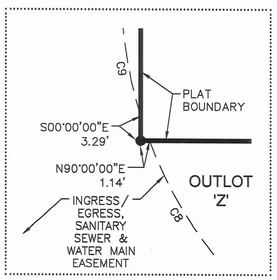
DETAIL 'D'
SCALE 1"=10'



DETAIL 'E'
SCALE 1"=10'



DETAIL 'F'
SCALE 1"=10'



REVISIONS	DATE
SIGNED SUBMITTAL	01/21/22
THIRD SUBMITTAL	04/22/21
SECOND SUBMITTAL	04/09/21
FIRST SUBMITTAL	03/12/21

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: | TECH: | REVIEW:

CIVIL DESIGN ADVANTAGE

DEER CREEK VILLAGE PLAT 2

FINAL PLAT

ANKENY, IOWA

2/2

2102.109

FILE: H:\2021\2102109\DWG\2102109-FINAL PLAT.DWG
FILE DATE: 1/21/22 DATE PLOTTED: 1/21/2022 11:08 AM COMMENT:
PLOTTED BY: LOUIS KELEHAN TECH: ENG:

Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: April 20, 2021

Agenda Item: Deer Creek Village Plat 2
Report Date: April 15, 2021
Prepared By: Bryan Morrissey
Planner I

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Deer Creek Village Plat 2 Final Plat.

Project Summary:

Deer Creek Village Plat 2 is a proposed 5.94-acre (+/-) plat located north of NE 3rd Street and west of NE Four Mile Drive within the Deer Creek PUD. The plat contains 32 lots for townhome development. The plat is zoned Deer Creek PUD, with the underlying zoning of the plat being R-3, Multiple Family Residence District. The subject property is considered to be within parcel 'N' of the Deer Creek PUD. Parcel 'N' is identified as being utilized for Medium Density Residential – Townhomes. Site plans and building elevations for the proposed development were approved by the Commission in April of 2018, along with Deer Creek Village Plat 1.

Project Report:

Streets: All of the proposed street development in this plat will be private. The general layout of the site extends NE 4th Lane west from Deer Creek Village Plat 1. The subject property also includes the development of NE Meadow Lane that extends north/south connecting to NE 3rd Street, and the development of NE Fawn Lane that loops south of NE 4th Lane.

Water: Eight-inch water main will be extended from Deer Creek Village Plat 1 and installed throughout the proposed development.

Sewer: Eight-inch sanitary sewer will be extended from Deer Creek Village Plat 1 and installed throughout the proposed development.

Drainage: Stormwater for this development will be detained in a detention pond north of the proposed site via a regional detention basin associated with Deer Creek South Plat 1. This detention basin assumed residential development in this area; therefore, no additional detention storage is required.

Parkland: The developer satisfied the parkland dedication requirements for the subject area when Deer Creek Village Plat 1 was recorded.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: Deer Creek Village Plat 2
NAME OF OWNER/ DEVELOPER: Deer Creek Village, LLC

GENERAL INFORMATION:

PLAT LOCATION:	North of NE 3rd Street, west of NE Four Mile Drive
SIZE OF PLAT:	5.94-acres
ZONING:	Deer Creek PUD

LOTS:

NUMBER:	32 townhome lots
SIZE/DENSITY:	5.38 units per acre
USE:	Residential
BUILDING LINES:	

Front:
35 feet from NE Four Mile Drive
30 feet from internal public street ROW
25 feet from back of curb, private street (garage front)
10 feet from back of curb, private street (non-garage front)
Rear: 30 feet (decks may extend 12 feet into rear yard)
Side: None (12 feet minimum building separation)

PARK SITE DEDICATION:
The developer has already fulfilled the parkland dedicated requirements for the proposed development with the recording of Deer Creek Village Plat 1.

ADJACENT LANDS:

NORTH:	Deer Creek South Plat 1, Deer Creek PUD
SOUTH:	Village at Deer Creek Crossing, Deer Creek PUD
EAST:	Deer Creek Village Plat 1, Deer Creek PUD
WEST:	Undeveloped, R-1

STREET DEVELOPMENT:

All street development in the proposed plat will be private.

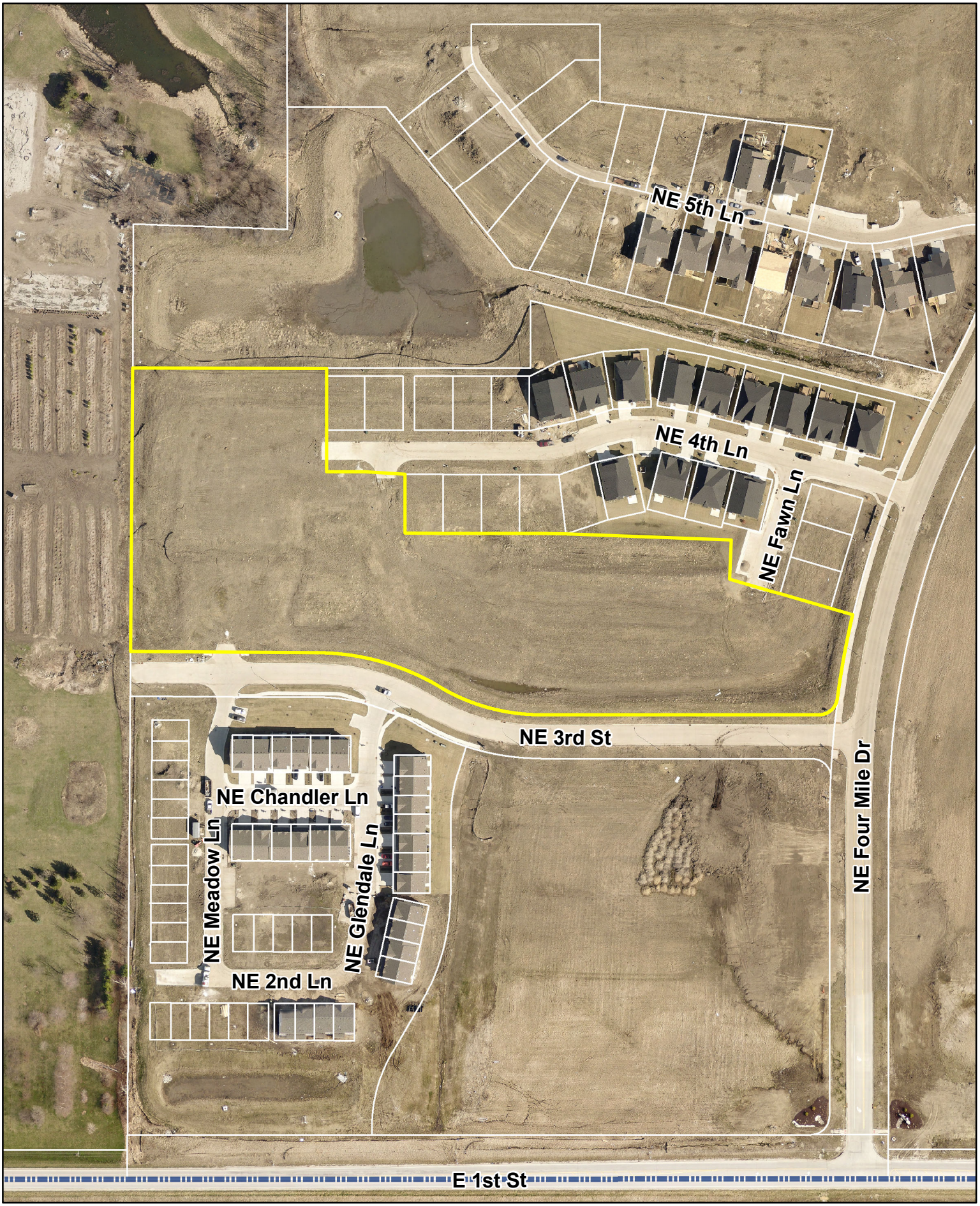
WASTE WATER:
PROJECTED FLOWS: 32 units X 3 person. per house X 300 gal. per day/pers.= 28,800 GPD
WRA CAPACITY: 200 MGD; current daily avg. 132 MGD

STORM WATER:
BASIN FLOWS: This plat lies in the Deer Creek Development Basin

WATER SYSTEM:
USAGE: 32 units X 3 persons/house X 100 gal. per day/person = 9,600 GPD
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 3.9 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N

1 inch = 167 feet

Date: 4/15/2021

Deer Creek Village Plat 2

Ankeny
bringing it all together.

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

April 7, 2021

Honorable Mayor, City Council and Plan and Zoning Commission Members
c/o Bryan Morrissey
City of Ankeny
1210 NW Prairie Ridge Dr.
Ankeny, Iowa 50023

RE: Deer Creek Village Plat 2
Final Plat and Construction Drawing Submittal

Dear Plan and Zoning Commission Members, Council Members, and Honorable Mayor;

On behalf of Deer Creek Village, LLC, we are pleased to submit herewith a final plat and construction drawings for Deer Creek Village Plat 2 located within the Deer Creek PUD, west of NE Four Mile Drive, north of E 1st Street. The property contains approximately 6 acres.

Plat 2 will include development of 32 townhome villas, which is consistent with the Deer Creek PUD. The project contains several new private streets including NE Meadow Drive, NE Fawn Lane, and the extension of NE 4th Lane. Public sanitary sewer and water main will be extended from Plat 1 to provide service for the development. Storm water detention has been provided in a regional detention basin located north of the site.

We are requesting that preliminary approval of the final plat be granted by City Council at the next regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding, Project Manager

cc: Bruce Gates, Deer Creek Village, LLC

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

The subject plat is generally located ¼-mile east of the corporate limits—situated west of NE Berwick Drive, and approximately halfway between SE Corporate Woods Drive and SE Oralabor Road. The property lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny planning boundary.

This 45.26-acre plat area is zoned under Polk County as AT, Agricultural Transition District. The plat redefines the three current parcels into two buildable lots (3.55 acres and 41.71 acres, respectively)—one of which has an existing residence and associated structures, while the other is currently undeveloped. The proposed plat will utilize private on-site wastewater treatment and Des Moines Water Works water service. The plat area is indicated in The Ankeny Plan 2040 Future Land Use Map as Low-Density Residential and Open Space/Floodplain. If annexed into the City of Ankeny, street lights and sidewalks will be the

responsibility of the property owners.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended City Council approval at their meeting on May 19, 2020.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
P&Z Stamped Plat
P&Z Minutes
Staff Report
Aerial Map
Applicant Letter

PRELIMINARY PLAT

HANSEN PLAT 1

RECEIVED
JAN 26 2022
CITY OF ANKENY

SHEET 1 OF 2

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 19, 2020
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
A. Redmond Chairperson
B. Hughes Secretary

GENERAL NOTES

1. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES IF SAID PERMITS ARE REQUIRED OF THIS PROJECT.
2. STORM RUNOFF: DURING CONSTRUCTION & GRADING INDIVIDUAL LOT OWNERS WILL ALTER EXISTING TOPOGRAPHY AND SHALL BECOME RESPONSIBLE, THE LOT OWNER THEMSELVES ARE RESPONSIBLE NOT THE DEVELOPER OF THE PLAT OR THE ENGINEER OF THE PLAT FOR THE FOLLOWING:
   (A.) INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING POST DEVELOPMENT RUNOFF FROM THEIR SITE DOES NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
   (B.) INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR GRADING THEIR LOT TO CONVEY RUNOFF GENERATED FROM THEIR LOT AND RUNOFF GENERATED FROM ADJACENT LOTS IN SUCH A MANOR AS TO "NOT":
   (a.) DAMAGE DOWN STREAM PROPERTY.
   (b.) RESTRICT OFF SITE FLOW FROM BEING CONVEYED ACROSS THEIR LOT.
   (c.) CHANGE THE GENERAL DIRECTION OF FLOW OF RUNOFF.
   (C.) INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING THEIR SITE IS GRADED TO PROTECT THEIR PRIVATE PROPERTY FROM ANY AND ALL DAMAGE FROM STORM RUNOFF GENERATE ONSITE OR OFF SITE.
   (D.) INDIVIDUAL LOT OWNERS SHALL NOT GRADE ANY PORTION OF THEIR LOT TO CAUSE RUNOFF TO BECOME CONCENTRATED FLOW WITHOUT PROVIDING PROTECTION FOR DOWNSTREAM PROPERTIES.
3. RELOCATION OF ANY ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT WILL BE AT THE DEVELOPERS EXPENSE.
4. ALL MAILBOXES LOCATED IN POLK COUNTY RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
5. UTILITY EASEMENTS ARE DEDICATED FOR THE USE OF ANY PUBLIC UTILITY.
6. SUBSURFACE DRAINAGE FACILITIES: ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED, MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
7. ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNERS EXPENSE.
8. DEVELOPMENT OF THE PROPERTY IS SUBJECT TO ARTICLE 7, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLANDS" OF THE POLK COUNTY ZONING ORDINANCE, WHICH PRESERVES WOODED AREAS ON THE PROPERTY.
9. WOODLAND PROTECTINON
   A. MATURE WOODLAND AREAS SHALL BE PROTECTED OR MITIGATED AT A MINIMUM OF 75%.
   B. YOUNG WOODLAND AREAS SHALL BE PROTECTED ORMITIGATED AT A MINIMUM OF 50%
10. DUE TO SOIL TYPES, LIMITATIONS AND DISTURBANCES, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY AN ENGINEER.
11. SEPTIC SYSTEMS THAT WILL SERVE HANSEN PLAT 1 WILL REQUIRE SEPTIC SYSTEMS DESIGNED BY A LICENSED SOIL ENGINEER AND MUST MEET ALL SETBACK REQUIREMENTS ACCORDING TO CHAPTER 69 OF THE IAC INCLUDING FLOODPLAIN SETBACKS
12. UTILITIES
    WATER: PROVIDED BY DES MOINES WATER WORKS.
    GAS/ELECTRIC: MIDAMERICAN ENERGY
    SANITARY: PRIVATE ON-SITE WASTEWATER TREATMENT SYSTEM.
13. MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
14. CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
15. POLK COUNTY DOES NOT REQUIRE OR ISSUE PERMITS FOR SIDEWALKS AND DOES NOT ACCEPT THE LIABILITY AND/OR RESPONSIBILITY FOR CONSTRUCTION PLACEMENT, REPAIR, OR MAINTENANCE THEREOF OF ANY STREET SIDEWALK INSTALLED IN THE PLAT BY ANY HOME OWNER.
16. OWNER/DEVELOPER WILL BE RESPONSIBLE FOR STREET LIGHT AND SIDEWALK INSTALLATION IF THE PROPERTY IS ANNEXED.

OWNER/DEVELOPER

DON & SHERRY HANSEN
7100 NE BERWICK DRIVE
ANKENY, IA 50021
Phone #: (515) 250-6548
Email: RockyCreek04@AOL.com

ZONING

AG TRANSITION

BULK REGULATIONS

CLUSTER DEVELOPMENT OPTION	
MINIMUM LOT SIZE	40,000 SQ FT
MINIMUM LOT WIDTH	140 FEET
FRONT YARD SETBACK	50 FEET
REAR YARD SETBACK	50 FEET
SIDE YARD SETBACK	15 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM BUILDING COVERAGE	15 PERCENT
MINIMUM OPEN SPACE RATIO	95 PERCENT

REQUIRED OPEN SPACE INFORMATION

TOTAL SITE AREA = 45.19 ACRES
REQUIRED OPEN SPACE = 42.93 ACRES
TOTAL BUILDABLE AREA = 4.81 ACRES

LOT 1 BUILDABLE AREA = 1.74 ACRES×
*(EXISTING PARCEL BUILDABLE AREA)
LOT 2 BUILDABLE AREA = 3.07 ACRES

LEGAL DESCRIPTION

A part of the S ½ of the SE ¼ SW ¼ and a part of the S ½ SE ¼, all in Section 32, Township 80 North, Range 23, West of the 5th P.M., more particularly described as follows: Beginning at the S ¼ corner of Section 32, Township 80 North, Range 23 West of the 5th P.M., thence N 88°40'06" W along the South line of the SW ¼ of Section 32 for 645.22 feet; thence N 88°55'23" W along said South line for 671.41 feet to the SW corner of the S ½ SE ¼ SW ¼, thence N 01°35'03" E along the West line of said S ½ SE ¼ SW ¼ for 660.54 feet to the NW corner of said S ½ SE ¼ SW ¼; thence S 87°57'29" E along the North line of said S ½ SE ¼ SW ¼ for 670.18 feet to the SW corner of the NE ¼ SE ¼ SW ¼; thence S 89°56'10" E along said North line of the S ½ SE ¼ SW ¼ for 200.00 feet; thence S 00°10'50" W for 235.00 feet; thence S 89°56'10" E for 270.0 feet; thence N 00°10'50" E for 235.00 feet to said North line of the S ½ SE ¼ SW ¼; thence S 89°56'10" E along said north line for 172.21 feet to the NE corner of said S ½ SE ¼ SW ¼; thence S 89°56'10" E for 191.76 feet; thence N 02°24'21" E for 43.35 feet; thence S 89°18'51" E for 1502.02 feet to the West right-of-way line of N.E. Berwick Drive; thence S 02°24'42" W along said West R.O.W. for 316.63 feet to the North line of the South 400 feet of the SE ¼ of said Section 32; thence N 89°03'24" W along said North line for 1087.92 feet; thence S 01°12'02" W for 399.87 feet to the South line of said SE ¼; thence N 89°03'24" W along said South line for 600.00 feet to the Point of Beginning.

AND

That part of the NE ¼ NE ¼ NW ¼ of Section 5, Township 79 North, Range 23 West of the 5th P.M., more particularly described as follows: Beginning at the N ¼ Corner of Section 5, Township 79 North, Range 23 West of the 5th P.M.; thence S 00°36'22" W a distance of 649.26 feet; thence N 86°16'56" W, a distance of 646.79 feet; thence N 00°40'02" E, a distance of 622.24 feet; thence S 88°40'06" E, a distance of 645.22 feet, to the point of beginning.

AND

Parcel "G" recorded April 25, 1997, in Book 7619, at Page 681, of the Polk County Recorder's Office, being a part of the South ½ of the SE ¼ of Section 32, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa.

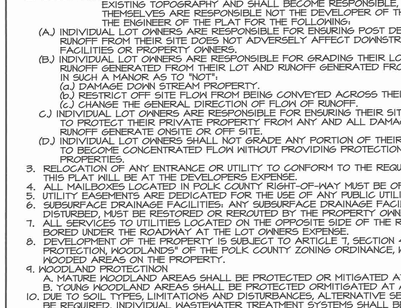
CONTAINING 45 ACRES, more or less.

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
LICENSE RENEWAL DATE: DEC 31 2020 PAGES COVERED BY THIS SEAL: 1 & 2
SIGNED: GREGORY L. ROSS P.L.S. 13286 DATE: 11/18/21

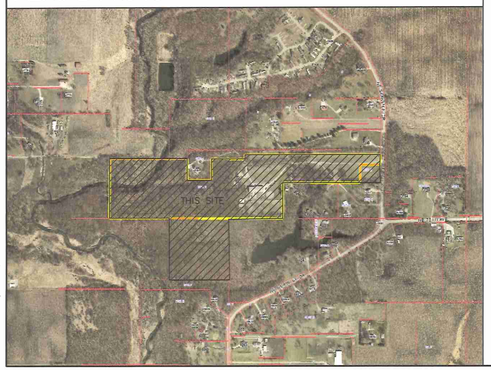
GREGORY L. ROSS 13286 LICENSED LAND SURVEYOR IOWA

VICINITY SKETCH

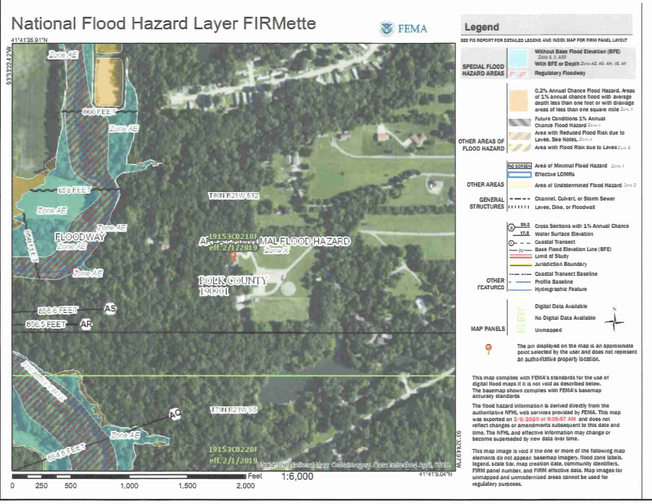


1" = 2000'

AERIAL PHOTO



National Flood Hazard Layer FIRMette



Utility Providers

City of Pleasant Hill
Streets & Utilities Division
Mr. Gary Patterson
5160 Maple Drive, Suite A
Pleasant Hill, Iowa. 50327
(515) 262-4465 (office)
(515) 208-5211 (cell)

Mediacom
Mr. Chad Ernst
2205 Ingersol Avenue
Des Moines, Iowa 50312
(515)-244-2351 (Mobile)
(515)-246-2219 (office)
(515)-246-2294 (fax)

Midamerican Energy
Electric Transmission
Mr. Steve Harrison, P.E.
3500 104th Street
Urbandale, IA 50322
(515) 252-6560 (cell flee)
(515) 252-6590 (fax)
sjharrison@midamerican.com

Des Moines Water Works
Mr. Bryan Pollpeter
2201 George Flagg Parkway
Des Moines, Iowa 50321
(515) 323-6204 (office)
bpollpet@dmww.com

Midamerican Energy
Mr. Chuck Wellman
200 SE 3rd Street
Des Moines, Iowll 50309
(515)-242-3479 (office)
carellman@midamerican.com

Qwest Communications
Mr. Brent Carlston
2109 E. University
Des Moines, Iowa 50317
(515) 263-7304 (office)
(515) 252-6463 (fax)
jdsheperd@midamerican.com

REVISIONS	
03-20-2020	1ST SUBMITTAL DATE
04-03-2020	COUNTY COMMENTS
07-20-2021	COUNTY COMMENTS

AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157

PROJECT #: 208544
FIRST SUBMITTAL DATE:

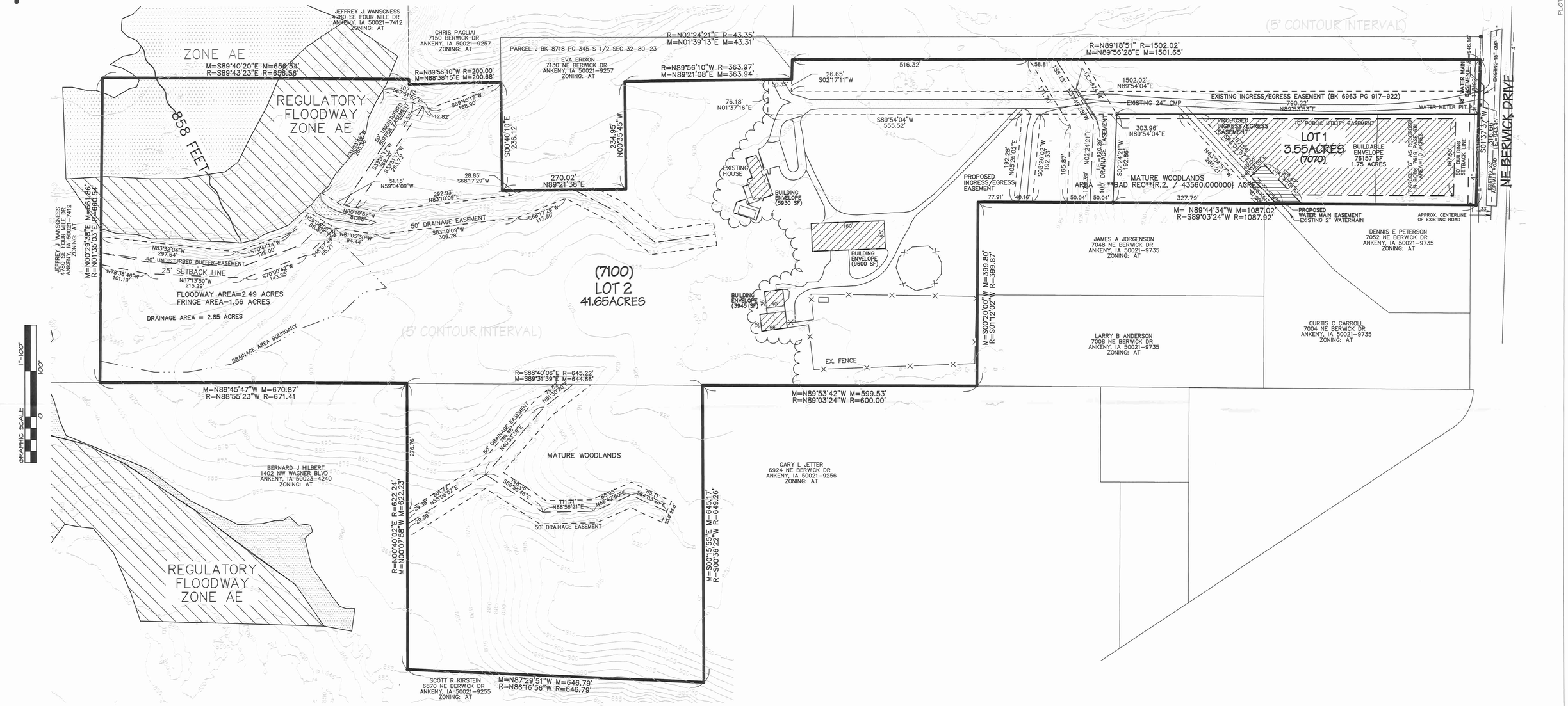
PLOTTED: Wed Jan 26, 2022 8:54:09AM

PRELIMINARY PLAT

HANSEN PLAT 1

SHEET 2 OF 2

PLOTTED: Wed Jan 26, 2022 - 8:54:14AM



LEGEND

● MONUMENT FOUND AS NOTED	FIREHYDRANT AS NOTED
○ SET 1/2" IR W/ ORANGE CAP #13286	EXISTING WATER VALVE
▲ SECTION CORNER FOUND AS NOTED	PROPOSED WATER VALVE
△ SECTION CORNER SET AS NOTED	CURB INTAKE AS NOTED
⊕ SANITARY MANHOLE AS NOTED	AREA INTAKE AS NOTED
⊕ STORM MANHOLE AS NOTED	HANDICAPPED PARKING AS NOTED
⊕ TRAFFIC MANHOLE AS NOTED	ELECTRIC TRANSFORMER BOX
⊕ UTILITY MANHOLE AS NOTED	UTILITY BOX AS NOTED
⊕ PHONE MANHOLE AS NOTED	PERK TEST SITE AS NOTED
⊕ ELECTRIC MANHOLE AS NOTED	100.00 EXISTING SPOT ELEVATION
⊠ GAS METER AS NOTED	[100.00] PROPOSED SPOT ELEVATION
⊠ GAS VALVE AS NOTED	M= MEASURED DISTANCE OR BEARING
⊕ UTILITY POLE AS NOTED	P= RECORDED DISTANCE OF BEARING
⊠ WELL AS NOTED	

EXISTING CONTOUR	
100 PROPOSED CONTOUR	
X FENCE LINE AS NOTED	
TVC BURIED TELEVISION AS NOTED	
UE BURIED ELECTRIC AS NOTED	
E OVER-HEAD UTILITIES	
G GAS MAIN AS NOTED	
W WATER MAIN AS NOTED	
S STORM SEWER AS NOTED	
SS SANITARY SEWER AS NOTED	
UT BURIED TELEPHONE	
UC BURIED CABLE/UTILITIES	

AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157

PROJECT #: 208544

FIRST SUBMITTAL DATE:

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 19, 2020
Ankeny Public Services Building – Electronic Meeting
Ankeny, Iowa

CALL TO ORDER
Chair A.Renaud called the May 19, 2020 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

Due to the COVID-19 pandemic, no public location was possible. The meeting was conducted as an electronic meeting. The Plan and Zoning Commission, City staff and the public participated by electronic conferencing.

ROLL CALL
Members present: Trina Flack, Annette Renaud, Todd Ripper, J.Woodcock and Lisa West. Absent: Glenn Hunter. Staff present: E.Jensen, E.Carstens, R.Hulstrom, J.Heil, B.Fuglsang

CONSENT AGENDA ITEMS
Item #4. Hansen Plat 1 Preliminary Plat and Final Plat (County)
Motion to recommend City Council approval of the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion to recommend City Council approval of the Hansen Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

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

Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: May 19, 2020

Agenda Item: Hansen Plat 1 – Preliminary Plat & Final Plat (County)
Report Date: May 1, 2020 ESC
Prepared by: Derek Silverthorn
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

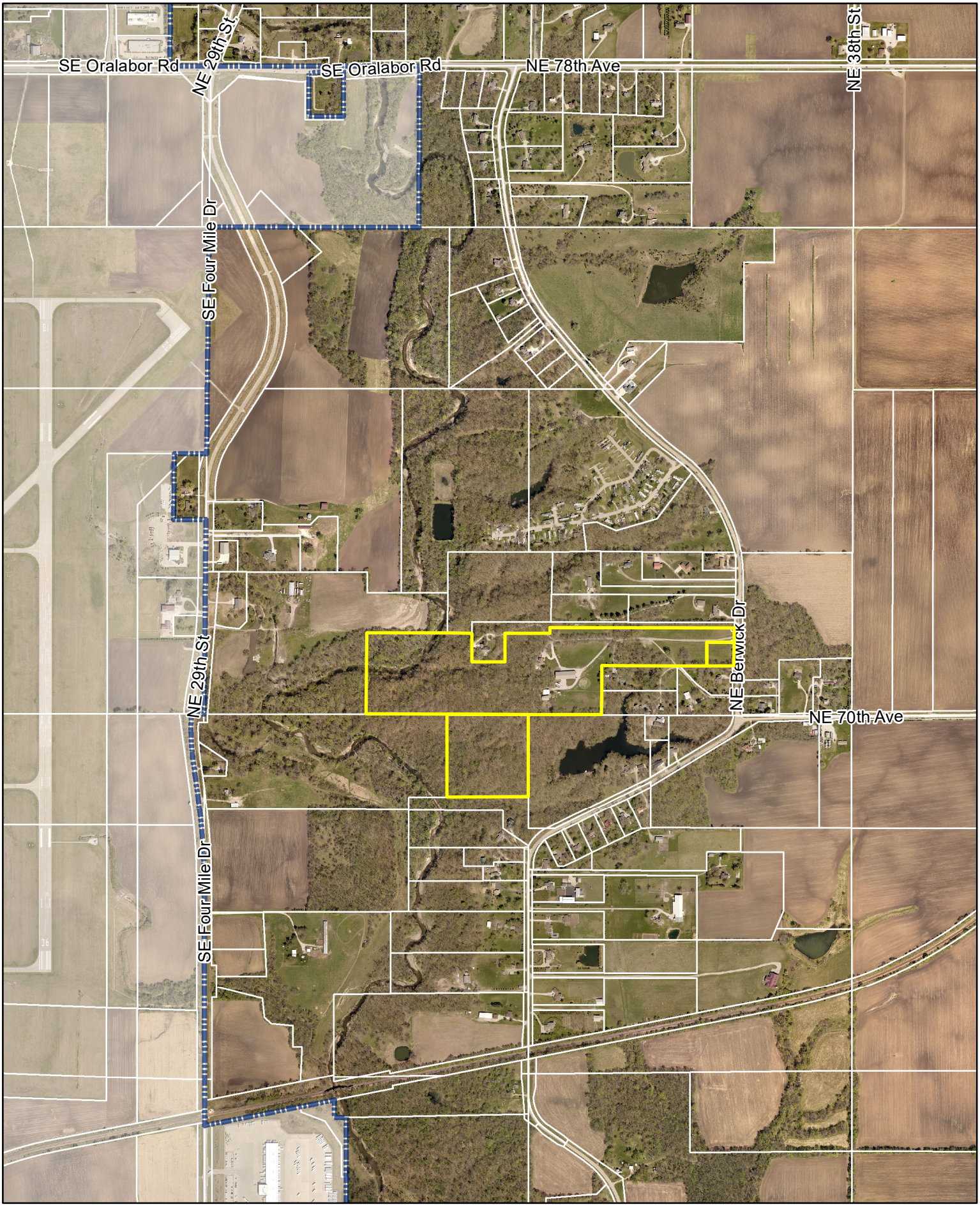
That the Plan and Zoning Commission recommend City Council approval of the Hansen Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

The subject plat is generally located ¼-mile east of the corporate limits—situated west of NE Berwick Drive, and approximately halfway between SE Corporate Woods Drive and SE Oralabor Road. The property lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny planning boundary.

This 45.26-acre plat area is zoned under Polk County as AT, Agricultural Transition District. The plat redefines the three current parcels into two buildable lots (3.55 acres and 41.71 acres, respectively)—one of which has an existing residence and associated structures, while the other is currently undeveloped. The proposed plat will utilize private on-site wastewater treatment and Des Moines Water Works water service. The plat area is indicated in The Ankeny Plan 2040 Future Land Use Map as Low-Density Residential and Open Space/Floodplain. If annexed into the City of Ankeny, street lights and sidewalks will be the responsibility of the property owners.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.



N

1 inch = 1,000 feet

Date: 5/1/2020

Hansen Plat 1

Ankeny
bringing it all together.

Associated Engineering Company of Iowa, Inc.

1830 SE Princeton Drive, Suite M
Grimes, Iowa 50111
Phone: (515) 255-3156
Fax: (515) 255-3157

Engineering, Planning, Land Surveying and more

Friday, May 08, 2020
Project #: 208544

City of Ankeny
220 West First Street
Ankeny, Iowa 50023

Re: Hansen Plat 1
Request for approval

The owners Sherry L. Hansen and Donald E. Hansen are asking for approval of the 2 lot plat of Hansen Plat 1. There are 3 existing parcels totaling approximately 45 acres that will be consolidated into 2 buildable parcels. The site is located along Fourmile Creek and is heavily wooded with extreme topographic relief. There is an existing residence on this site that will be located on proposed Lot 2. The owners plan on selling the existing residence with Lot 2 and then build a new residence on proposed lot 1.

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting the final plat for Hansen Plat 1, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

The subject plat is generally located ¼-mile east of the corporate limits—situated west of NE Berwick Drive, and approximately halfway between SE Corporate Woods Drive and SE Oralabor Road. The property lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny planning boundary.

This 45.26-acre plat area is zoned under Polk County as AT, Agricultural Transition District. The plat redefines the three current parcels into two buildable lots (3.55 acres and 41.71 acres, respectively)—one of which has an existing residence and associated structures, while the other is currently undeveloped. The proposed plat will utilize private on-site wastewater treatment and Des Moines Water Works water service. The plat area is indicated in The Ankeny Plan 2040 Future Land Use Map as Low-Density Residential and Open Space/Floodplain. If annexed into the City of Ankeny, street lights and sidewalks will be the

responsibility of the property owners.

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 19, 2020.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Minutes
P&Z Stamped Plat
Staff Report
Aerial Map
Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING THE FINAL PLAT FOR HANSEN PLAT 1, SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS IN LIEU OF CITY OF ANKENY SUBDIVISION REGULATIONS

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for Hansen Plat 1 on the 19th day of May, 2020; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and is within a planned growth or annexation area of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa**,** that the final plat for Hansen Plat 1 is hereby approved and accepted, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 7th day of February, 2022.

CITY OF ANKENY, IOWA

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, May 19, 2020
Ankeny Public Services Building – Electronic Meeting
Ankeny, Iowa

CALL TO ORDER
Chair A.Renaud called the May 19, 2020 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

Due to the COVID-19 pandemic, no public location was possible. The meeting was conducted as an electronic meeting. The Plan and Zoning Commission, City staff and the public participated by electronic conferencing.

ROLL CALL
Members present: Trina Flack, Annette Renaud, Todd Ripper, J.Woodcock and Lisa West. Absent: Glenn Hunter. Staff present: E.Jensen, E.Carstens, R.Hulstrom, J.Heil, B.Fuglsang

CONSENT AGENDA ITEMS
Item #4. Hansen Plat 1 Preliminary Plat and Final Plat (County)
Motion to recommend City Council approval of the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion to recommend City Council approval of the Hansen Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

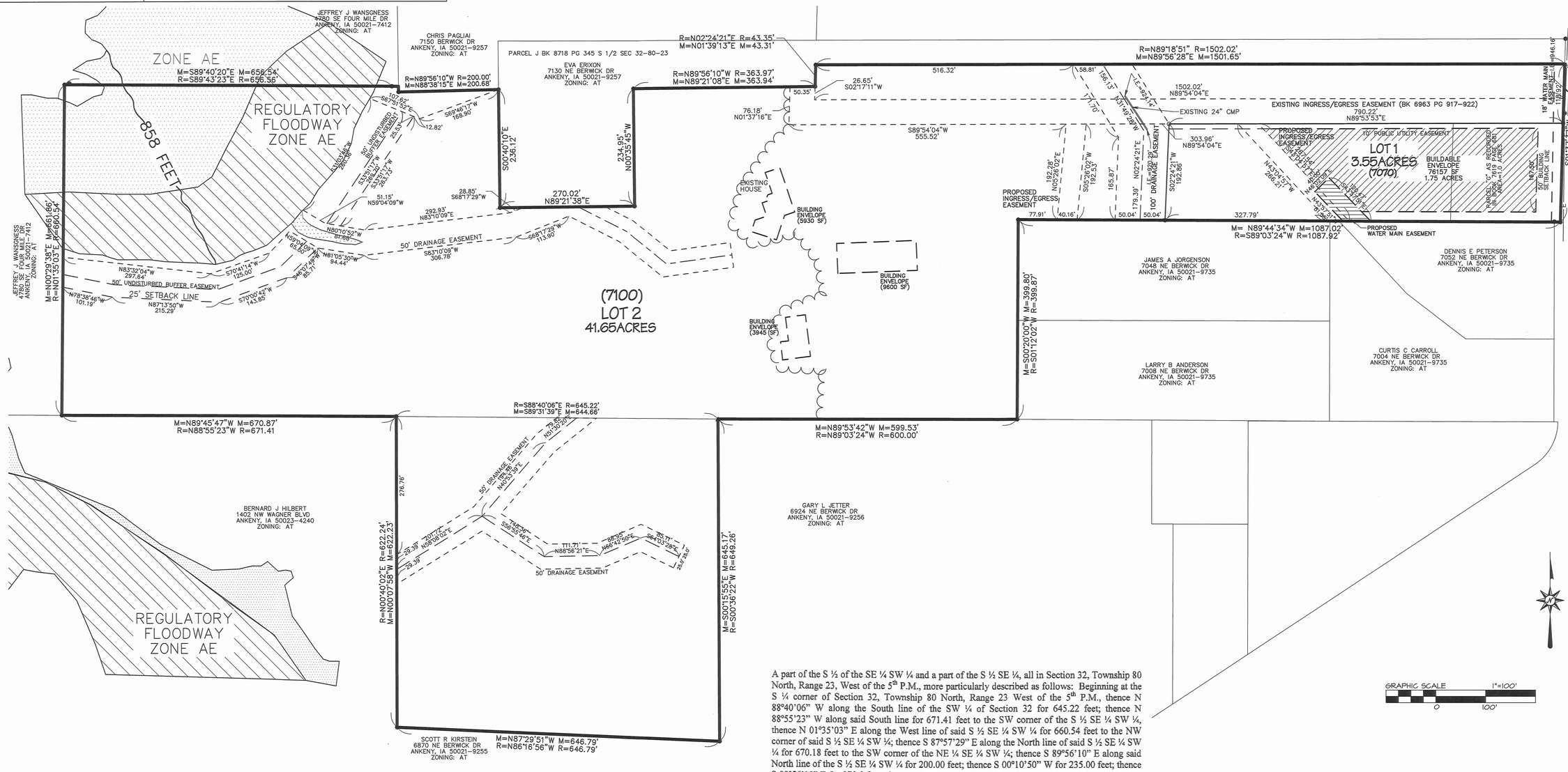
Motion by T.Ripper to approve the recommendations for Consent Agenda Item(s) #1 - #4. Second by T.Flack. All voted aye. Motion carried 5 – 0.

HANSEN PLAT 1
FINAL PLAT

INDEX LEGEND	
LOCATION:	S 1/2, SE1/4 SW1/4 32-80-23 POLK COUNTY, IOWA 7100 BERWICK DRIVE ANKENY, IOWA 50021
REQUESTOR:	DON HANSEN
PROPRIETOR:	DON HANSEN: 7100 NE BERWICK DRIVE ANKENY, IOWA 50021
SURVEYOR:	GREGORY L ROSS, IA PLS NO. 13286
COMPANY:	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR. SUITE M GRIMES, IA 50111
RETURN TO:	ASSOCIATED ENGINEERING COMPANY OF IOWA 1830 SE PRINCETON DR. SUITE M GRIMES, IA 50111

AREA ABOVE FOR RECORDATION ONLY

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date May 19, 2020
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
A. Renaud Chairperson
B. Bigalow Secretary



GENERAL NOTES

1. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES IF SAID PERMITS ARE REQUIRED OF THIS PROJECT.
2. STORM RUNOFF: DURING CONSTRUCTION & GRADING INDIVIDUAL LOT OWNERS WILL ALTER EXISTING TOPOGRAPHY AND SHALL BECOME RESPONSIBLE. THE LOT OWNER THEMSELVES ARE RESPONSIBLE NOT THE DEVELOPER OF THE PLAT OR THE ENGINEER OF THE PLAT FOR THE FOLLOWING:
   (A.) INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING POST DEVELOPMENT RUNOFF FROM THEIR SITE DOES NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
   (B.) INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR GRADING THEIR LOT TO CONVEY RUNOFF GENERATED FROM THEIR LOT AND RUNOFF GENERATED FROM ADJACENT LOTS IN SUCH A MANOR AS TO "NOT".
      (a.) DAMAGE DOWN STREAM PROPERTY.
      (b.) RESTRICT OFF SITE FLOW FROM BEING CONVEYED ACROSS THEIR LOT.
      (c.) CHANGE THE GENERAL DIRECTION OF FLOW OF RUNOFF.
   C.) INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING THEIR SITE IS GRADED TO PROTECT THEIR PRIVATE PROPERTY FROM ANY AND ALL DAMAGE FROM STORM RUNOFF GENERATE ONSITE OR OFF SITE.
   (D.) INDIVIDUAL LOT OWNERS SHALL NOT GRADE ANY PORTION OF THEIR LOT TO CAUSE RUNOFF TO BECOME CONCENTRATED FLOW WITHOUT PROVIDING PROTECTION FOR DOWNSTREAM PROPERTIES.
3. RELOCATION OF ANY ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT WILL BE AT THE DEVELOPERS EXPENSE.
4. ALL MAILBOXES LOCATED IN POLK COUNTY RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
5. UTILITY EASEMENTS ARE DEDICATED FOR THE USE OF ANY PUBLIC UTILITY.
6. SUBSURFACE DRAINAGE FACILITIES: ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED, MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
7. WATER: DES MOINES WATER WORKS.
8. OWNER/DEVELOPER WILL BE RESPONSIBLE FOR STREET LIGHT AND SIDEWALK INSTALLATION IF THE PROPERTY IS ANNEXED.

OWNER/DEVELOPER

DON & SHERRY HANSEN
7100 NE BERWICK DRIVE
ANKENY, IA 50021
Phone #: (515) 250-6548
Email: RockyCreek04@AOL.com

ZONING

AG TRANSITION

BULK REGULATIONS

CLUSTER DEVELOPMENT OPTION	
MINIMUM LOT SIZE	40,000 SQ FT
MINIMUM LOT WIDTH	140 FEET
FRONT YARD SETBACK	50 FEET
REAR YARD SETBACK	50 FEET
SIDE YARD SETBACK	15 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM BUILDING COVERAGE	15 PERCENT

A part of the S ½ of the SE ¼ SW ¼ and a part of the S ½ SE ¼, all in Section 32, Township 80 North, Range 23, West of the 5th P.M., more particularly described as follows: Beginning at the S ¼ corner of Section 32, Township 80 North, Range 23 West of the 5th P.M., thence N 88°40'06" W along the South line of the SW ¼ of Section 32 for 645.22 feet; thence N 88°55'23" W along said South line for 671.41 feet to the SW corner of the S ½ SE ¼ SW ¼, thence N 01°35'03" E along the West line of said S ½ SE ¼ SW ¼ for 660.54 feet to the NW corner of said S ½ SE ¼ SW ¼; thence S 87°57'29" E along the North line of said S ½ SE ¼ SW ¼ for 670.18 feet to the SW corner of the NE ¼ SE ¼ SW ¼; thence S 89°56'10" E along said North line of the S ½ SE ¼ SW ¼ for 200.00 feet; thence S 00°10'50" W for 235.00 feet; thence S 89°56'10" E for 270.0 feet; thence N 00°10'50" E for 235.00 feet to said North line of the S ½ SE ¼ SW ¼; thence S 89°56'10" E along said north line for 172.21 feet to the NE corner of said S ½ SE ¼ SW ¼; thence S 89°56'10" E for 191.76 feet; thence N 02°24'21" E for 43.35 feet; thence S 89°18'51" E for 1502.02 feet to the West right-of-way line of N.E. Berwick Drive; thence S 02°24'42" W along said West R.O.W. for 316.63 feet to the North line of the South 400 feet of the SE ¼ of said Section 32; thence N 89°03'24" W along said North line for 1087.92 feet; thence S 01°12'02" W for 399.87 feet to the South line of said SE ¼; thence N 89°03'24" W along said South line for 600.00 feet to the Point of Beginning.

AND

That part of the NE ¼ NE ¼ NW ¼ of Section 5, Township 79 North, Range 23 West of the 5th P.M., more particularly described as follows: Beginning at the N ¼ Corner of Section 5, Township 79 North, Range 23 West of the 5th P.M.; thence S 00°36'22" W a distance of 649.26 feet; thence N 86°16'56" W, a distance of 646.79 feet; thence N 00°40'02" E, a distance of 622.24 feet; thence S 88°40'06" E, a distance of 645.22 feet, to the point of beginning.

AND

Parcel "G" recorded April 25, 1997, in Book 7619, at Page 681, of the Polk County Recorder's Office, being a part of the South ½ of the SE ¼ of Section 32, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa.

CONTAINING 45.25 ACRES, more or less.

CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME AND THE RELATED SURVEY WORK WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
LICENSE RENEWAL DATE: DEC 31 2022 PAGES OWNED BY THIS SEAL: 1 OF 1
SIGNED: DATE: 1/28/22
GREGORY L. ROSS P.L.S. 13286

GREGORY L. ROSS L.S.#13286 IOWA

RECEIVED
JAN 28 2022
CITY OF ANKENY

LEGEND

- ● FOUND 1/2" IR YPC #13286 UNLESS NOTED
- ○ SET 1/2" IR W/ ORANGE CAP #13286
- ▲ SECTION CORNER FOUND AS NOTED
- △ SECTION CORNER SET AS NOTED
- M= MEASURED DISTANCE OR BEARINGS
- P= RECORDED DISTANCE OF BEARINGS

DATE	COMMENTS

AEC ASSOCIATED ENGINEERING COMPANY OF IOWA
1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157

PROJECT #: 208544

PLOTTED: Thu Jan 27, 2022 8:35:36AM

Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: May 19, 2020

Agenda Item: Hansen Plat 1 – Preliminary Plat & Final Plat (County)
Report Date: May 1, 2020 ESC
Prepared by: Derek Silverthorn
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Hansen Plat 1 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

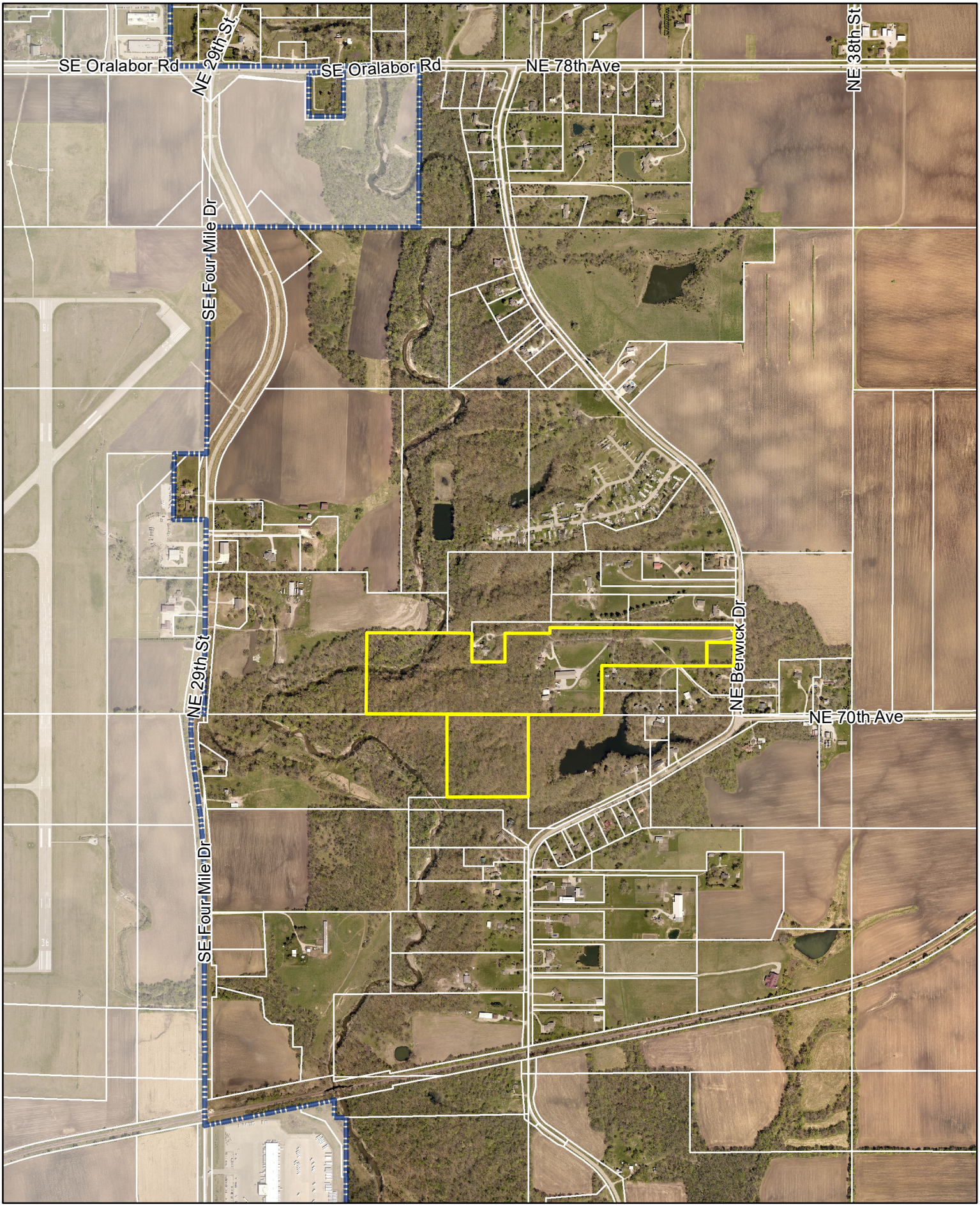
That the Plan and Zoning Commission recommend City Council approval of the Hansen Plat 1 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

The subject plat is generally located ¼-mile east of the corporate limits—situated west of NE Berwick Drive, and approximately halfway between SE Corporate Woods Drive and SE Oralabor Road. The property lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City of Ankeny planning boundary.

This 45.26-acre plat area is zoned under Polk County as AT, Agricultural Transition District. The plat redefines the three current parcels into two buildable lots (3.55 acres and 41.71 acres, respectively)—one of which has an existing residence and associated structures, while the other is currently undeveloped. The proposed plat will utilize private on-site wastewater treatment and Des Moines Water Works water service. The plat area is indicated in The Ankeny Plan 2040 Future Land Use Map as Low-Density Residential and Open Space/Floodplain. If annexed into the City of Ankeny, street lights and sidewalks will be the responsibility of the property owners.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.



N

1 inch = 1,000 feet

Date: 5/1/2020

Hansen Plat 1

Ankeny
bringing it all together.

Associated Engineering Company of Iowa, Inc.

1830 SE Princeton Drive, Suite M
Grimes, Iowa 50111
Phone: (515) 255-3156
Fax: (515) 255-3157

Engineering, Planning, Land Surveying and more

Friday, May 08, 2020
Project #: 208544

City of Ankeny
220 West First Street
Ankeny, Iowa 50023

Re: Hansen Plat 1
Request for approval

The owners Sherry L. Hansen and Donald E. Hansen are asking for approval of the 2 lot plat of Hansen Plat 1. There are 3 existing parcels totaling approximately 45 acres that will be consolidated into 2 buildable parcels. The site is located along Fourmile Creek and is heavily wooded with extreme topographic relief. There is an existing residence on this site that will be located on proposed Lot 2. The owners plan on selling the existing residence with Lot 2 and then build a new residence on proposed lot 1.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Bauer Heights Plat 4 preliminary plat, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

EXECUTIVE SUMMARY:

The subject plat is generally located north of NE 54th Place and east of NE Berwick Drive; east of the City of Ankeny's corporate limits. The property lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City's planning boundary.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Bauer Heights Play 4 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on January 19, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Preliminary Plat
P&Z Minutes
Staff Report
Aerial Map
Applicant Letter

BAUER HEIGHTS PLAT 4

MAJOR PRELIMINARY PLAT - 2021

LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	+93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	—x—x—	
Fence (Chain Link)	—//—//—	
Fence (Wood)	—•—•—	
Fence (Silt)	—o—o—	
Tree Line		
Tree Stump		
Deciduous Tree or Shrub		
Coniferous Tree or Shrub		
Communication	—C(x)—	—C—
Overhead Communication	—OC(x)—	—OC—
Fiber Optic	—FO(x)—	—FO—
Underground Electric	—E(x)—	—E—
Overhead Electric	—OE(x)—	—OE—
Gas Main with Size	—4" G(x)—	—4" G—
High Pressure Gas Main with Size	—4" HPG(x)—	—4" HPG—
Water Main with Size	—8" W(x)—	—8" W—
Sanitary Sewer with Size	—8" S(x)—	—8" S—
Duct Bank	—DUCT(x)—	
Test Hole Location for SUE w/ID	#1	

MAPPED UTILITIES
C1(D) - Century Link
C2(D) - Iowa Network Services
G1(D) - Consumers Energy
G2(D) - Mid American Energy
W1(D) - Des Moines Water Works
OE - Mid American Energy Overhead Electric
E1(D) - Mid American Energy Underground Electric

(x) Denotes the survey quality service level for utilities

	Existing	Proposed
Sanitary Manhole		
Storm Sewer with Size	12" ST	12" ST
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box	EB	
Electric Transformer	E	
Traffic Sign		
Communication Pedestal	C	
Communication Manhole	C	
Communication Handhole	C	
Fiber Optic Manhole	FO	
Fiber Optic Handhole	FO	
Gas Valve		
Gas Manhole	G	
Gas Apparatus	G	
Fence Post or Guard Post		
Underground Storage Tank	UST	
Above Ground Storage Tank	AST	
Sign		
Satellite Dish		
Mailbox		
Soil Boring		

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, 19710 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⊢⊣	⊢⊣
Control Point	⊙CP	
Bench Mark	⊕	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI/ ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

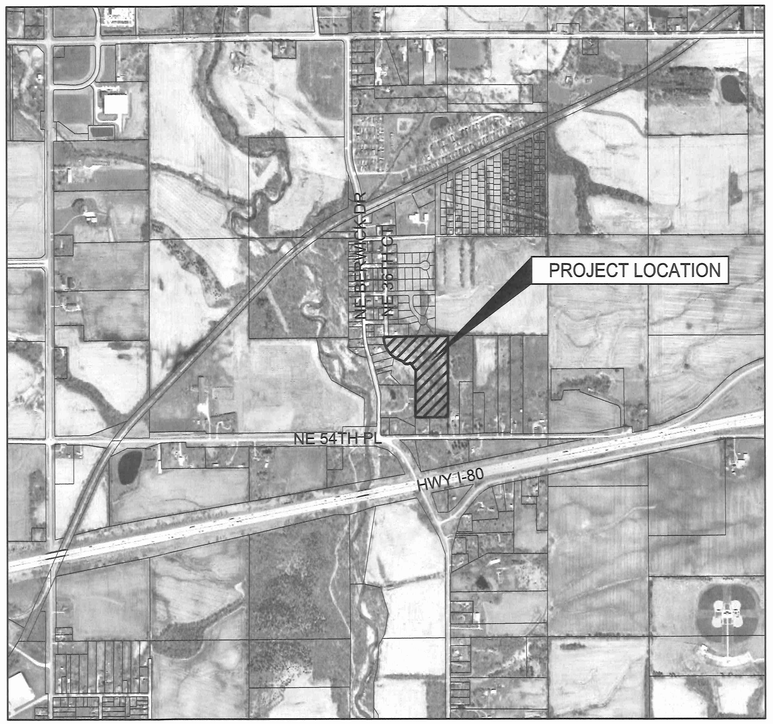
UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

INDEX OF SHEETS

1. TITLE SHEET
2. DIMENSION PLAN
3. GRADING AND EROSION CONTROL PLAN
4. UTILITY PLAN

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 19, 2023
Ayes 4 Nays 0 Abstain 1 Absent 2
APPROVED
T. Flack Chairperson
R. Tuglaney Secretary



N
VICINITY MAP
1"=1000'

PROPERTY DESCRIPTION

LOTS 7, 8, 9, 10, 11 AND LOT B OF BAUER HEIGHTS PLAT 3, AN OFFICIAL PLAT IN POLK COUNTY, IOWA

OWNER

ARD PROPERTIES LLC
CONTACT: RUSS DOWNING
6810 COBURN LANE
JOHNSTON, IA 50131
RUSS@ALLDAYHOMES.COM
PH:515-531-2274

DEVELOPER

RUSS DOWNING
6810 COBURN LANE
JOHNSTON, IA 50131
RUSS@ALLDAYHOMES.COM
PH:515-531-2274

ENGINEER

SNYDER AND ASSOCIATES, INC.
2727 SNYDER BLVD
ANKENY, IOWA 50023
JASON LEDDEN, P.E.
(515) 964-2020

BULK REGULATIONS

MINIMUM LOT SIZE -	3 AC
MINIMUM LOT WIDTH -	225'
YARD SETBACKS -	FRONT 75'
	SIDE 25'
	REAR 75"

CONTROL POINTS

IOWA STATE PLANE SOUTH COORDINATE SYSTEM
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A) IARTN DERIVED - US SURVEY FEET

CP50 N=622192.83 E=1580928.62 ELEV=585.16
CUT "X" IN CONCRETE AT WATER VALVE NORTH OF HYDRANT, NORTHWEST CORNER OF SITE.

CP51 N=622093.15 E=1581316.89 ELEV=867.24
CUT "X" IN CONCRETE GENERATOR FOUNDATION EAST OF BUILDING M-7, CENTER OF SITE.

CP112 N=622241.31 E=1581582.34 ELEV=890.03
PK NAIL 1' SOUTH OF NORTH EDGE OF ASPHALT SOUTH OF HYDRANT, NORTH SIDE OF SITE.

CP130 N=622309.78 E=1581207.69 ELEV=869.25
PK NAIL IN ASPHALT 1' EAST OF WEST EDGE OF DES MOINES AVENUE, EAST SIDE OF SITE.

ZONING CLASSIFICATION

ESTATE RESIDENTIAL DISTRICT

FEMA FIRM DESIGNATION

ZONE AE - DETERMINED TO BE IN 100-YR FLOODPLAIN.
FLOODPLAIN PANEL #19153C0220F
EFFECTIVE DATE: 2/1/2019

NOTES

SOURCE OF WATER SUPPLY - DES MOINES WATER WORKS
ON-SITE SEWAGE DISPOSAL - INDIVIDUAL ON-SITE SEWAGE DISPOSAL SYSTEM

1. IF THIS AREA IS ANNEXED BY THE CITY OF ANKENY OR DES MOINES, THE OWNERS OF THE LOTS ARE HEREBY NOTIFIED THAT THEY WILL BE RESPONSIBLE FOR SIDEWALK AND STREET LIGHT INSTALLATION AS PER MUNICIPAL STANDARDS.
2. POLK COUNTY DOES NOT REQUIRE OR ISSUE PERMITS FOR SIDEWALKS AND DOES NOT ACCEPT THE LIABILITY AND/OR RESPONSIBILITY FOR CONSTRUCTION, PLACEMENT, REPAIR, OR MAINTENANCE THEREOF OF ANY STREET SIDEWALK INSTALLED IN THE PLAT BY ANY OWNER.
3. MAINTENANCE OF ALL DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER.
4. SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE INDIVIDUAL LOT OWNER.
5. RELOCATION OF ANY ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT WILL BE AT THE DEVELOPERS EXPENSE.
6. IT SHALL BE THE DEVELOPERS RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AS REQUIRED FOR THIS PROJECT.
7. ALL MAILBOXES LOCATED IN POLK COUNTY ROAD RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
8. WATER SERVICE TO THE SUBDIVISION SHALL BE PROVIDED BY DES MOINES WATER WORKS AND BERWICK WATER ASSOCATION WATER MAINS. ALL WATER INSTALLATION TO BE IN ACCORDANCE WITH WATER SERVICE RULES AND REGULATIONS. REQUIRED WATER MAIN EXTENSION SHALL BE COMPLETED FOLLOWING PRELIMINARY PLAT APPROVAL AND PRIOR TO APPROVAL OF THE FINAL PLAT, OR SURETY PROVIDED TO POLK COUNTY, PRIOR TO CONSTRUCTION, WATER MAIN CONSTRUCTION PLANS SHALL BE APPROVED BY DES MOINES WATER WORKS, A RIGHT-OF-WAY GRANT PERMIT SHALL BE OBTAINED FROM POLK COUNTY, AND A WATER SUPPLY CONSTRUCTION PERMIT SHALL BE OBTAINED FROM THE IOWA DNR.
9. DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED.
10. ALL WATER MAINS AND WATER SERVICE STUBS MUST BE INSTALLED PRIOR TO PAVING.
11. STREET LOT A SHALL BE DEDICATED TO POLK COUNTY FOR ROADWAY PURPOSES AT SUCH TIME THE ROADWAY HAS BEEN IMPROVED AND ACCEPTED INTO THE POLK COUNTY SECONDARY ROAD SYSTEM BY THE POLK COUNTY BOARD OF SUPERVISORS.
12. THE PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED AS PER THE STATEWIDE URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS. (SUDAS)
13. POST DEVELOPMENT RUNOFF WILL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
14. ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
15. CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER.
16. THE INTENT OF OUTLOTS X AND Y IS TO CAPTURE THE MAPPED FLOODPLAIN AREAS SEPARATELY FROM THE BUILDABLE LOTS 1 AND 2.
17. FUTURE DEVELOPMENT OF THE PROPERTY IS SUBJECT TO ARTICLE 7, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLAND" OF THE POLK COUNTY ZONING CODE, WHICH PRESERVES WOODED AREAS OF THE PROPERTY. THERE ARE 7.25 ACRED OF MATURE WOODLANDS REQUIRING A MINIMUM PROTECTION OF 5.44 ACRES. A PROPOSED PRIVATE CONSERVATION EASEMENT THAT PROTECTS THE 5.44 ACRES IS SHOWN.
18. OWNER OF LOT 1 MUST KEEP DRIVEWAY ENTRANCE WITHIN THE ROAD RIGHT-OF-WAY FREE OF OBSTRUCTIONS (SUCH AS VEHICLES, REFUSE CONTAINERS, LANDSCAPING, ETC.)
19. NO ACCESS WILL BE PERMITTED TO THE NEW ROADWAY OTHER THAN OFF OF THE EAST END OF THE TURN-AROUND LEG OF THE ROADWAY.
20. IF ANNEXED BY THE CITY OF ALTOONA INDIVIDUAL LOT OWNERS MAY BE REQUIRED TO COMPLY WITH THE RULES AND REGULATIONS AS SET FORTH BY THE SUBDIVISION AND ZONING ORDINANCE ADOPTED BY THE CITY OF ALTOONA, MORE SPECIFICALLY PERTAINING TO BUT NOT LIMITED TO REQUIREMENTS REGARDING SIDEWALKS, PAVED DRIVEWAY APPROACHES, WATER MAIN (8" MIN.) FIRE PROTECTION (450' MAX. SEPARATION), SUMP PUMPS, SECONDARY STORM SEWERS AND STREET LIGHTING AS DEEMED APPROPRIATE BY THE CITY IN ACCORDANCE WITH THE URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS.
21. ANY NEW ENTRANCES WILL REQUIRE A POLK COUNTY ENTRANCE PERMIT.
22. ANY WORK IN THE ROW OTHER THAN FOR AN ENTRANCE WILL REQUIRE A POLK COUNTY ROW GRANT PERMIT.
23. LOTS 1 AND 2 WILL SHARE A DRIVEWAY ENTRANCE TO BE LOCATED WITHIN THE PROPOSED INGRESS/EGRESS EASEMENT ACROSS LOT 1 AND OUTSIDE OF THE FLOODPLAIN. IF FUTURE OWNER/DEVELOPER DECIDES NOT TO USE THE SHARED DRIVEWAY AND EASEMENT AS INDICATED ABOVE AND/OR PLANS TO CONSTRUCT ANY PORTION OF THEIR DRIVEWAY WITHIN THE DESIGNATED FLOODPLAIN THE FOLLOWING ITEMS ARE REQUIRED TO ELEVATE THE DRIVEWAY A MINIMUM OF 1 FOOT ABOVE THE BASE FLOOD ELEVATION: 1) GRADING PLAN PREPARED BY A LICENSED PROFESSIONAL ENGINEER, 2) POLK COUNTY GRADING PERMIT ELEVATION, 3) POLK COUNTY FLOODPLAIN DEVELOPMENT PERMIT AND DETERMINATION OF THE BASE FLOOD ELEVATION AND 4) COMPLIANCE WITH COMPENSATORY STORAGE REQUIREMENTS (FILL TO RAISE DRIVEWAT MUST ORIGINATE FROM THE FLOODPLAIN ON LOT 2: NO IMPORTED FILL IS ALLOWED.)
24. GRADING IN THE FEMA MAPPED FLOODPLAIN WILL REQUIRE A FLOODPLAIN PERMIT FROM POLK COUNTY.
25. REQUIRED PUBLIC ROADWAY IMPROVEMENTS TO NE 36TH COURT SHALL BE COMPLETED FOLLOWING PRELIMINARY PLAT APPROVAL AND PRIOR TO APPROVAL OF THE FINAL PLAT OR SURETY PROVIDED TO POLK COUNTY. FOLLOWING PRELIMINARY PLAT APPROVAL, CONSTRUCTION DRAWINGS FOR THE ROAFWAY SHALL BE SUBMITTED TO POLK COUNTY FOR REVIEW AND APPROVAL PRIOR TO ANY FINAL PLAT SUBMITTAL OR COMMENCEMENT OF CONSTRUCTION.
26. THE WATER MAIN EXTENSION WILL NEED TO BE SUBMITTED WITH PLAN AND PROFILE DRAWINGS TO DMWW FOR REVIEW AND APPROVAL. ANY 1" SERVICE CONNECTIONS WILL ONLY HAPPEN WHEN THE OWNER IS READY TO BUILD THE HOUSE.
27. POLK COUNTY WILL SERVE AS THE LEAD AGENCY FOR ADDRESSING THIS PROPERTY.
28. FUTURE DEVELOPMENT IS SUBJECT TO ARTICLE 7, DIVISION 4, SECTIONS 1,4 AND 5 - NATURAL RESOURCES PROTECTION: FLOODPLAISN, WOODLAND AND WETLANDS' OF THE POLK COUNTY ZONING CODE.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.
ERIN D. GRIFFIN 19710 LICENSED PROFESSIONAL LAND SURVEYOR IOWA
Erin D. Griffin, PLS 1/3/22 Date
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
SHEETS 1-2

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
JASON A. LEDDEN P24117 LICENSED PROFESSIONAL ENGINEER IOWA
Jason A. Ledden, P.E. 1/3/2022 Date
License Number P24117
My License Renewal Date is December 31, 2022
Pages or sheets covered by this seal:
SHEETS 3-4

RECEIVED
JAN 04 2022
CITY OF ANKENY

MARK	REVISION	DATE	BY
5	AS PER CITY OF ANKENY & DES MOINES COMMENTS	01/03/22	LMW
4	CITY OF ANKENY SUBMITTAL	12/17/21	LMW
3	AS PER POLK COUNTY COMMENTS	11/15/21	LMW
2	AS PER POLK COUNTY COMMENTS	10/18/21	LMW

Engineer: LMW | Checked By: JAL | Scale: 1"= 1000'
Technician: RMB | Date: 06/29/21 | Field Bk: | Pg:
Project No: 121.0660 | Sheet 1 of 4

POLK COUNTY, IOWA

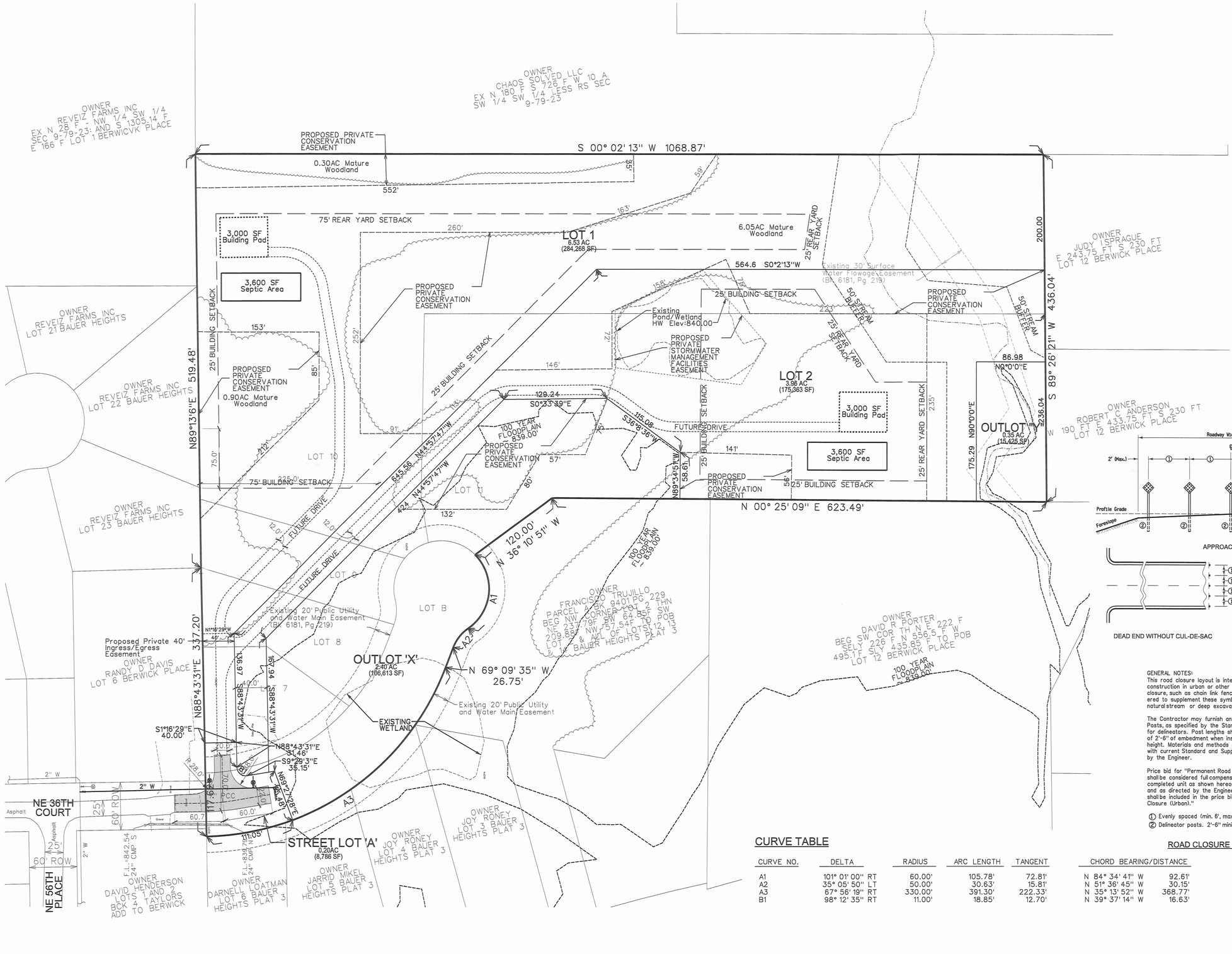
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

BAUER HEIGHTS PLAT 4
MAJOR PRELIMINARY PLAT - 2021

SNYDER & ASSOCIATES

Project No: 121.0660
Sheet 1 of 4

K:\Dyn\Data\vbaw\wrk\PDF_plt.cfg
Snyder 1V006
1/3/2022 2:39:53 PM
Version K:\Projects\2021\121.0660.01\CADD\PP01_121060_PLM.dgn



GENERAL NOTES:
This road closure layout is intended for roads dead-ended by construction in urban or other residential areas. Additional positive closure, such as chain link fence or guardrail, should be considered to supplement these symbols when a condition such as a natural stream or deep excavation exists.

The Contractor may furnish and install either Type I or Type II Posts, as specified by the Standard and Supplemental Specifications, for delineators. Post lengths shall be sufficient to provide a minimum of 2'-6" of embedment when installed at the specified mounting height. Materials and methods of construction shall be in accordance with current Standard and Supplemental Specifications or as directed by the Engineer.

Price bid for "Permanent Road Closure (Urban)," each, shall be considered full compensation for furnishing and installing completed unit as shown hereon, as indicated on project plans and as directed by the Engineer. The cost of "DEAD END" sign shall be included in the price bid for "Permanent Road Closure (Urban)."

(1) Evenly spaced (min. 6', max. 8') as directed by the Engineer.
(2) Delineator posts. 2'-6" minimum embedment.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE	
A1	101° 01' 00" RT	60.00'	105.78'	72.81'	N 84° 34' 41" W	92.61'
A2	35° 05' 50" LT	50.00'	30.63'	15.81'	N 51° 36' 45" W	30.15'
A3	67° 56' 19" RT	330.00'	391.30'	222.33'	N 35° 13' 52" W	368.77'
B1	98° 12' 35" RT	11.00'	18.85'	12.70'	N 39° 37' 14" W	16.63'

ROAD CLOSURE SIGNS

0 60
SCALE (FEET)

MARK	REVISION	BY	DATE
5	AS PER CITY OF ANKENY & DES MOINES COMMENTS	LMW	01/03/22
4	CITY OF ANKENY SUBMITTAL	LMW	12/17/21
3	AS PER POLK COUNTY COMMENTS	LMW	11/15/21
2	AS PER POLK COUNTY COMMENTS	LMW	10/18/21

Engineer: LMW | Checked By: JAL | Scale: 1"= 60'
Technician: RMB | Date: 06/29/21 | Field Bk: | Pg:
Project No: 121.0660 | Sheet 2 of 4

POLK COUNTY, IOWA

PRELIMINARY PLAT - 2021 - DIMENSION PLAN

BAUER HEIGHTS PLAT 4

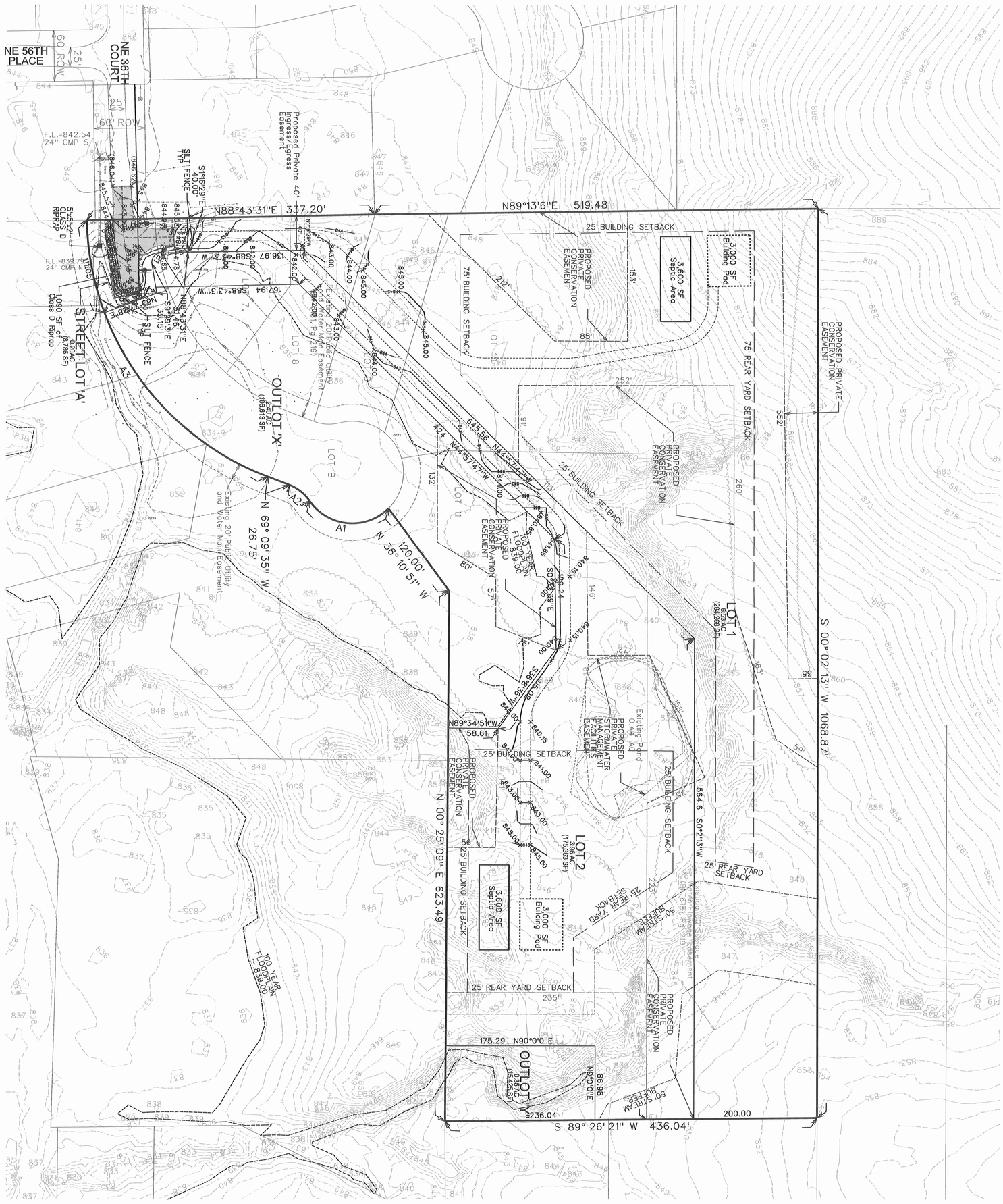
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

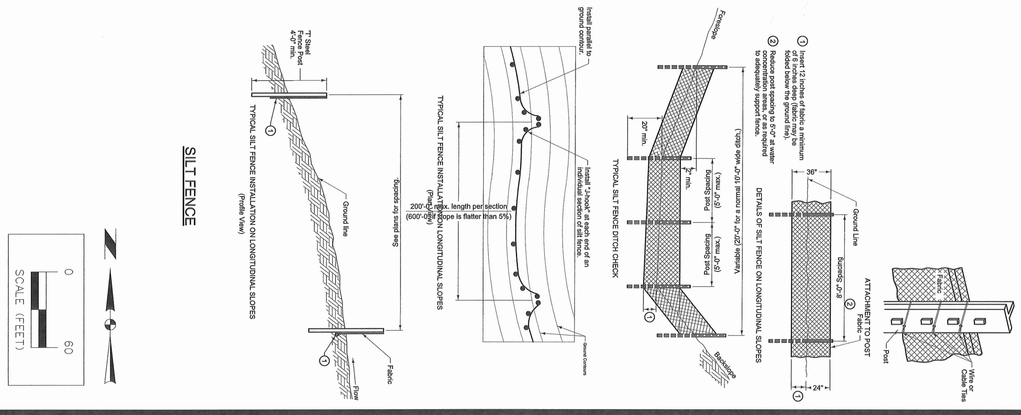
SNYDER & ASSOCIATES

Project No: 121.0660

Sheet 2 of 4

Y:\Land\date.tbl
Yellow Fulton\Preliminary Plat\Sheet 2 of 4 - PRELIMINARY PLAT - 2021 - DIMENSION PLAN.dgn
Snyder 1169
1/3/2022 2:35:51 PM
Version
V:\Projects\2021\121.0660.01\CADD\PP02_121.0660_PLM.dgn





SNYDER & ASSOCIATES

Sheet 3 of 4

Project No: 121.0660

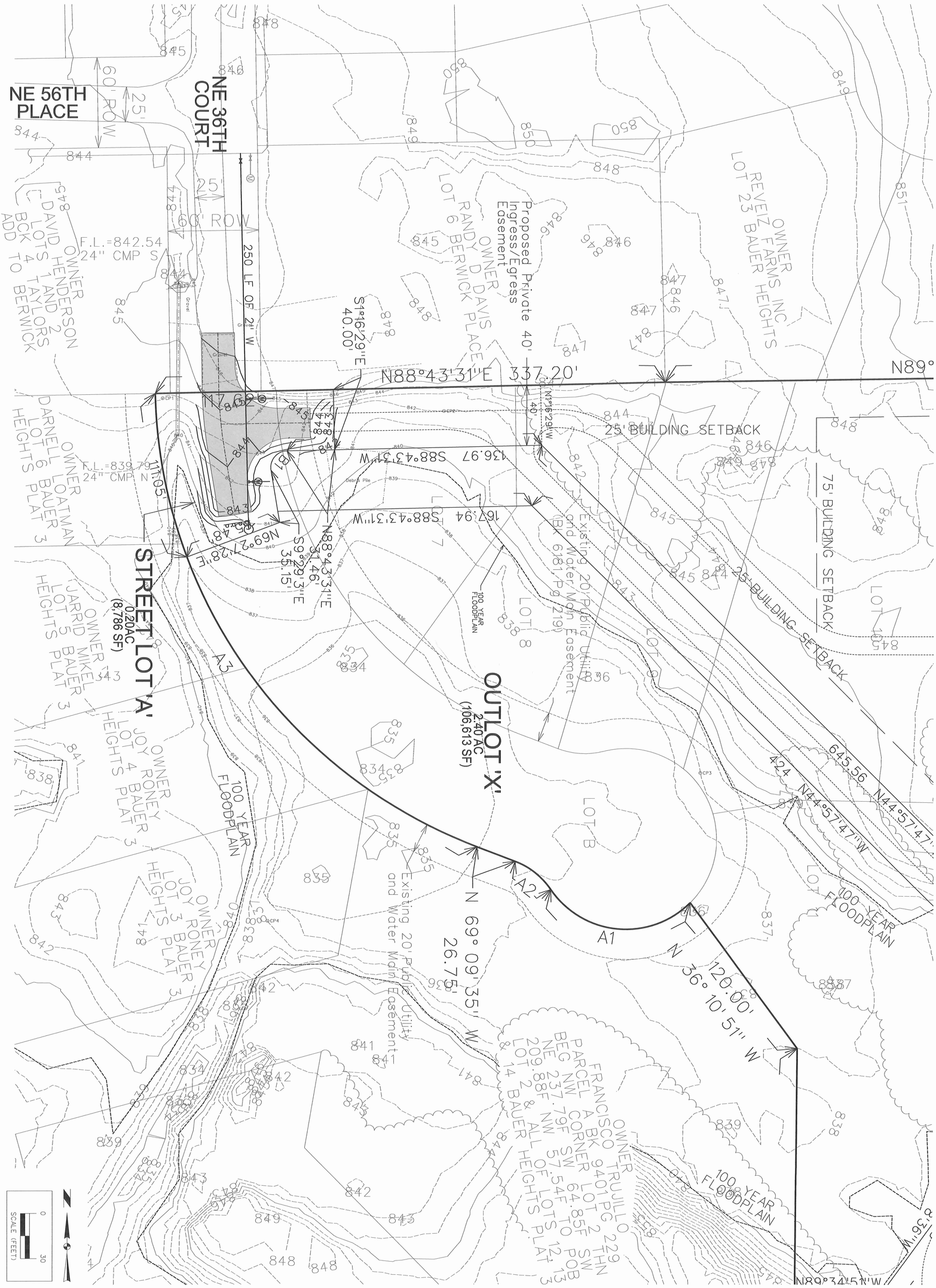
BAUER HEIGHTS PLAT 4

PRELIMINARY PLAT - 2021 - GRADING AND EROSION CONTROL PLAN POLK COUNTY, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
5	AS PER CITY OF ANKENY & DES MOINES COMMENTS	01/03/22	LMW
4	CITY OF ANKENY SUBMITTAL	12/17/21	LMW
3	AS PER POLK COUNTY COMMENTS	11/15/21	LMW
2	AS PER POLK COUNTY COMMENTS	10/18/21	LMW

Engineer: LMW | Checked By: JAL | Scale: 1"= 60'
Technician: RMB | Date: 06/29/21 | Field Bk: | Pg:
Project No: 121.0660 | Sheet 3 of 4



5	AS PER CITY OF ANKENY & DES MOINES COMMENTS	01/03/22	LMW
4	CITY OF ANKENY SUBMITTAL	12/17/21	LMW
3	AS PER POLK COUNTY COMMENTS	11/15/21	LMW
2	AS PER POLK COUNTY COMMENTS	10/18/21	LMW
MARK	REVISION	DATE	BY

BAUER HEIGHTS PLAT 4

PRELIMINARY PLAT - 2021 - UTILITY PLAN

POLK COUNTY, IOWA

Engineer: LMW | Checked By: JAL | Scale: 1"= 30'
Technician: RMB | Date: 06/29/21 | Field Bk: | Pg:
Project No: 121.0660 | Sheet 4 of 4

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 121.0660

Sheet 4 of 4

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 19, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the January 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL
Members present: Trina Flack, Glenn Hunter, Annette Renaud and Todd Ripper. Absent: Ted Rapp and Lisa West. Staff present: E.Jensen, E.Carstens, D.Gervais, L.Hutzell, B.Fuglsang

Item #2. Bauer Heights Plat 4 Preliminary Plat (County)
Motion to recommend City Council approval of the Bauer Heights Plat 4 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by A.Renaud to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by T.Ripper. All voted aye. Motion carried 4 – 0.

Ankeny
bringing it all together.

Plan and Zoning Commission
Staff Report

Meeting Date: January 19, 2022

Agenda Item: Bauer Heights Plat 4 – Preliminary Plat (County)
Report Date: January 12, 2022 EJC
Prepared by: Laura Hutzell
Planner I

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the Bauer Heights Plat 4 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

The subject plat is generally located north of NE 54th Place and east of NE Berwick Drive; east of the City of Ankeny's corporate limits. The property lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is located within the City's planning boundary.

The proposed 13.24 acre-plat includes the platting of one street lot, two single family lots and two outlots for floodplain. The plat area is zoned under Polk County as ER - Estate Residential District. The proposed development will utilize Des Moines Water Works and Berwick Water Association water service; and on-site individual sewage disposal. The proposed plat area is identified as Open Space on the City's Future Land Use Map. If annexed into the City of Ankeny, street lights and sidewalks will be the responsibility of the property owners.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.

N

1 inch = 400 feet

Date: 1/11/2022

Bauer Heights Plat 4
Preliminary Plat (County)

Ankeny
bringing it all together.

January 3, 2022

Mayor, City Council and
Planning and Zoning Commission
City of Ankeny
220 West 1st Street
Ankeny, Iowa 50021

RE: BAUER HEIGHTS PLAT 4 PRELIMINARY PLAT – LOTS 7, 8, 9, 10, 11 AND LOT B OF BAUER HEIGHTS PLAT 3
PRELIMINARY PLAT RESUBMITTAL
S&A PROJECT NO. 121.0660.01

Dear Honorable Mayor, City Council and Planning and Zoning Commission:

On behalf of ARD Properties, LLC, please find accompanying the revised Preliminary Plat and associated information for the above referenced project. These documents have been prepared in accordance with the City of Ankeny's standards and specifications. We respectfully request the City's review and approval of the documents. The proposed improvements include the platting of one street lot, two single family lots and two outlots for floodplain. Upon approval, construction is proposed to begin next spring weather permitting.

As requested, we have addressed all items on the Tech Review comments through plan modifications and discussions with Staff.

Please find accompanying the following items:

- 6 copies of the Site Plan
- 2 copies of the comment response letter

Please feel free to contact me at your convenience should you have any questions or comments.

Sincerely,

SNYDER AND ASSOCIATES, INC.

Jason A. Ledden, P.E.

cc: Russ Downing, ARD Properties, LLC (electronic)
File

v:\projects\2021\121.0660.01\administration\ltr_spresubmittal_01-03-2022.doc

This document was created by an application that isn't licensed to use novaPDF.
Purchase a license to generate PDF files without this notice.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, subdivision performance bonds for seeding and silt fence, performance and maintenance bonds for underground improvements, platted easements, and sewer connection fee, for Chapman Brothers Farm Plat 3.

EXECUTIVE SUMMARY:

Ryan Companies US, Inc. has proposed Chapman Brothers Farm Plat 3, a 22.652-acre final plat located west of SE Delaware Avenue and north of SE Corporate Woods Drive. The subject plat creates two developable lots and a stormwater detention area.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Planning and Zoning Commission recommended City Council approval at their meeting on January 4, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Minutes
Final Plat
Staff Report
Map
Applicant Letter

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: 515-965-6445

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, SUBDIVISION PERFORMANCE BONDS FOR SEEDING AND SILT FENCE, PERFORMANCE AND MAINTENANCE BONDS FOR UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, AND SEWER CONNECTION FEE, FOR CHAPMAN BROTHERS FARMS PLAT 3

WHEREAS, on the 4th day of January, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Chapman Brothers Farm Plat 3; and

WHEREAS, the attorney's title opinion, easement documents, sewer connection fee, performance bonds for underground improvements, and erosion control have been submitted and approved by the Director of Community Development.

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

1. That final plat for Chapman Brothers Farm Plat 3 is hereby approved;
2. That the performance bonds for erosion control are hereby accepted;
3. That the performance and maintenance bonds for underground improvements are accepted;
4. That the Public Storm Sewer, and the Storm Water Management Facility Covenant and Permanent Easement Agreement are hereby accepted;
5. That the SE Delaware Ave Lateral Sewer Connection District 1 connection fee of $27,659.15is accepted;

PASSED AND APPROVED this 7th day of February 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy. City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, January 4, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER
Chair T.Flack called the January 4, 2022 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, and Lisa West.
Staff present: E.Jensen, E.Carstens, L.Hutzell, B.Fuglsang

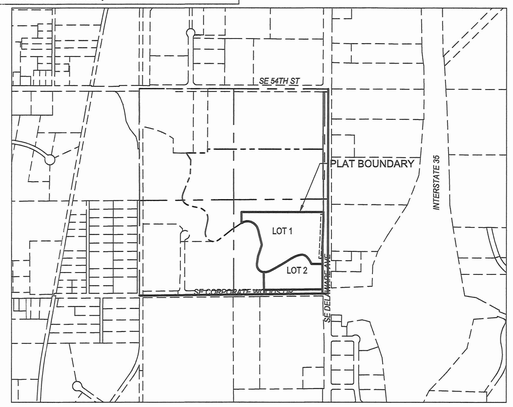
CONSENT AGENDA ITEMS
Item #2. Chapman Brothers Farm Plat 3 Final Plat
Motion to recommend City Council approval of Chapman Brothers Farm Plat 3 final plat.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by A.Renaud. All voted aye. Motion carried 6 – 0.

CHAPMAN BROTHERS FARM PLAT 3
FINAL PLAT

INDEX LEGEND

LOCATION	:	LOT 2 CHAPMAN BROTHERS FARM PLAT 2 ANKENY, POLK COUNTY, IA
REQUESTOR	:	RYAN COMPANIES US, INC
PROPRIETOR	:	RYAN COMPANIES US, INC & CHAPMAN BROS FARM LC
SURVEYOR	:	Murray Berting SHIVE-HATTERY
SURVEY COMPANY	:	4125 Westown Pkwy, Suite 100, West Des Moines, Iowa 50266
RETURN TO	:	Shive-Hattery



VICINITY MAP
1" = 500'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2023
Ayes 6 Nays 0 Abstain 1 Absent 0
APPROVED
Chairperson
Secretary

THIS SPACE RESERVED FOR ANKENY PLANNING & ZONING

THIS SPACE RESERVED FOR RECORDER'S USE

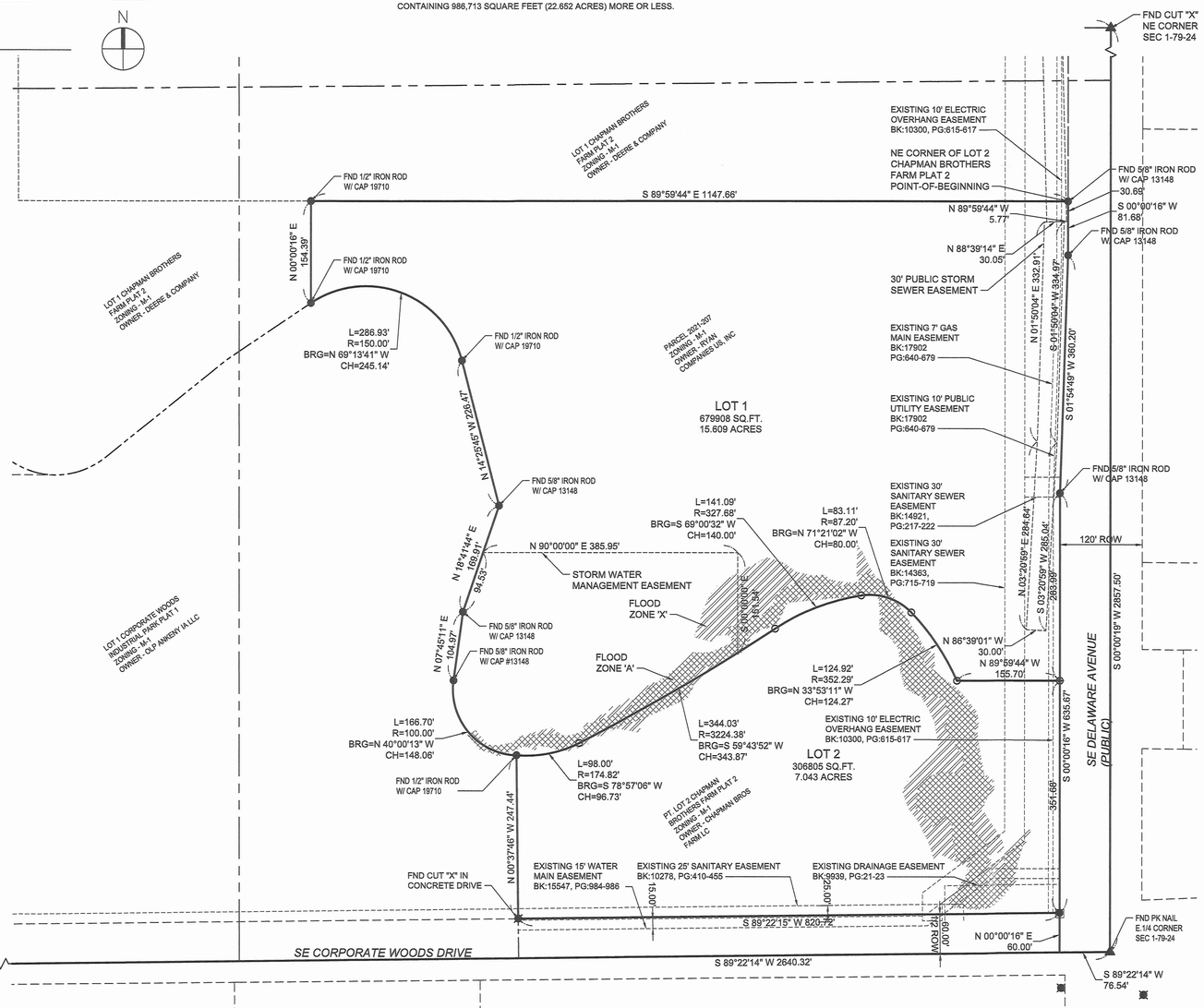
THIS SPACE RESERVED FOR ANKENY CITY COUNCIL

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN LOT 2 CHAPMAN BROTHERS FARM PLAT 2, AN OFFICIAL PLAT, NOW IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 00°00'16" WEST, FOR A DISTANCE OF 81.68 FEET;
THENCE SOUTH 01°54'49" WEST, FOR A DISTANCE OF 360.20 FEET;
THENCE SOUTH 00°00'16" WEST, FOR A DISTANCE OF 635.67 FEET;
THENCE SOUTH 89°22'15" WEST, FOR A DISTANCE OF 820.72 FEET;
THENCE NORTH 00°37'46" WEST, FOR A DISTANCE OF 247.44 FEET, TO A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 100.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 40°00'13" WEST, WITH A CHORD LENGTH OF 148.06 FEET, FOR A DISTANCE OF 166.70 FEET;
THENCE NORTH 07°45'11" EAST, FOR A DISTANCE OF 104.97 FEET;
THENCE NORTH 18°41'44" EAST, FOR A DISTANCE OF 169.91 FEET;
THENCE NORTH 14°25'46" WEST, FOR A DISTANCE OF 226.47 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 150.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 69°13'41" WEST, WITH A CHORD LENGTH OF 245.14 FEET, FOR A DISTANCE OF 286.93 FEET;
THENCE NORTH 00°00'16" EAST, FOR A DISTANCE OF 154.39 FEET;
THENCE SOUTH 89°59'44" EAST, FOR A DISTANCE OF 1147.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 986,713 SQUARE FEET (22.652 ACRES) MORE OR LESS.



PROPERTY ADDRESS
5950 SE DELAWARE AVENUE
ANKENY, IOWA 50021

PROPERTY OWNER/DEVELOPER

LOT 1
RYAN COMPANIES US, INC.
ATTN: BRETT WALKER
111 EAST GRAND, SUITE 200
DES MOINES, IA 50309
(515) 309-8500

LOT 2
CHAPMAN BROS FARM LC
2250 SE BROWNS WOODS RDG
WEST DES MOINES, IA
50265-8369

ENGINEER/SURVEYOR
SHIVE-HATTERY, INC.
4125 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
PHONE: 515-223-8104

ZONING
M-1 LIGHT INDUSTRIAL DISTRICT

FLOOD PLAIN NOTE
THE PROPERTY IS PARTIALLY LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X AND ZONE DESIGNATION A BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP COMMUNITY NO.1902260215F WITH MAP NO. 19153 C 0215 F1902260215 F WITH AN EFFECTIVE DATE OF FEBRUARY 01, 2019, IN ANKENY, POLK COUNTY, STATE OF IOWA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.

GENERAL NOTES
1. THE DEVELOPER FOR LOT 1 SHALL BE RESPONSIBLE FOR CONSTRUCTING A NORTHBOUND LEFT TURN LANE ON SE DELAWARE AVE AT THE PROPOSED FULL ACCESS LOCATION.

LOT ADDRESSES
LOT 1 - 5950 DELAWARE AVENUE
LOT 2 - 1010 SE CORPORATE WOODS DRIVE AND 6210 SE DELAWARE AVENUE

LEGEND
- SET IRON ROD
- FOUND PROPERTY CORNER
- FOUND SECTION CORNER
- PROPOSED PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE

NORTH
0 50 100 200
SCALE IN FEET

LAND SURVEYOR

LICENSED LAND SURVEYOR
MURRAY B. BERTING
#13148
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 LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Signature 12-22-21 Date

Printed or typed name: MURRAY B. BERTING
License Number: 13148
My License Renewal Date is: DECEMBER 31, 2022
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:
ALL SHEETS

RECEIVED
DEC 22 2021
CITY OF ANKENY

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.8104 | www.shive-hattery.com
Iowa | Illinois | Indiana

CHAPMAN BROTHERS FARM PLAT 3 - FINAL PLAT
RYAN COMPANIES
5950 SE DELAWARE AVENUE | ANKENY, IOWA 50026

12/22/2021 CITY SUBMITTAL #2
PROJECT NO: 4216150
CLIENT NO: ---

1 OF 1

P:\Projects\2042161500\Drafting\Data\Graphics\fa_Survey\FP-01-01.dwg
Plotted: 12/21/2021 10:54:21 AM

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: January 4, 2022

Agenda Item: Chapman Brothers Farm Plat 3 – Final Plat
Report Date: December 29, 2021
Prepared By: Laura Hutzell
Planner I

EJC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Chapman Brothers Farm Plat 3 Final Plat.

Project Summary:

Chapman Brothers Farm Plat 3 is a proposed 22.652-acre (+/-) plat located west of SE Delaware Ave and north of SE Corporate Woods Dr. The plat area is zoned M-1 Light Industrial District, and is surrounded by properties to the north, south, and west also zoned M-1, Light Industrial District. Properties to the east are zoned C-2, General Retail, Highway Oriented, and Central Business Commercial District and R-1, One-family Residence Districts. The subject plat creates two developable lots and a stormwater detention area.

Project Report:

Streets: The proposed development will be accessed primarily from SE Delaware Ave and SE Corporate Woods Dr. There are no proposed roads with the final plat.

Water: A 16-inch public water main exists along SE Delaware Ave. Service will be extended from this main for development of Lot 1. A 12-inch public water main exists along SE Corporate Woods Dr as well, this could be used to service Lot 2 when it is ready to be developed.

Sewer: 8-inch sanitary sewer main runs along the east side of the property along SE Delaware Ave. Service to the site will be extended from this main.

Drainage: Stormwater for the site will be managed via a stormwater management easement area that contains a detention pond in the southwest corner of the site. Ultimately, all stormwater will outlet to the southwest side of the site and eventually into Four Mile Creek.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT:	**Chapman Brothers Farm Plat 3**
NAME OF OWNER(S):	**Lot 1: Ryan Companies US, INC.**
	Lot 2: Chapman Brothers Farm LC
NAME OF DEVELOPER:	**Ryan Companies US, Inc**

GENERAL INFORMATION:

PLAT LOCATION:	Northwest corner of SE Delaware Ave and SE Corporate Woods Dr.
SIZE OF PLAT:	22.652 acres
ZONING:	M-1

LOTS:

NUMBER:	Two buildable lots
SIZE/DENSITY:	Lot 1: 15.609 acres; Lot 2: 7.043 acres
USE:	Warehouse
BUILDING LINES:	**M-1**
	Front: 50'
	Rear: 40'
	Side: No side yard setback, except when adjacent to a residential district, then 50'

PARK SITE DEDICATION: Industrial development, no dedication required.

ADJACENT LANDS:

NORTH:	M-1
SOUTH:	M-1
EAST:	C-2, R-1
WEST:	M-1

STREET DEVELOPMENT: No new street development associated with this plat.

WASTE WATER:
PROJECTED FLOWS: 22.652 acres developable land x 5,000 gdp/acre = 113,260 GDP est.
TREATMENT PLANT CAPACITY (FOUR MILE): 47 MGD; current daily avg. 18 MGD

STORM WATER:
BASIN FLOWS: This plat lies in the Middle Fourmile Creek Drainage Area.

WATER SYSTEM:
USAGE: 22.652 acres x 5,000 gpd/acre = 113,260 GPD estimate
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: Site Plans have been approved subject to Council Approval of final plat and the public improvement construction documents.

N

1 inch = 500 feet

Date: 12/15/2021

Chapman Brothers Farm Plat 3

Ankeny
bringing it all together.

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

February 7, 2022

City of Ankeny
City Council
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Re: Chapman Brothers Farm Plat 3

Ankeny City Council,

On behalf of Ryan Companies US, Inc., we request your approval of the Chapman Brothers Farm Plat 3 which is to be 2 lots in Ankeny, Iowa. Lot 1 is 5950 Delaware Avenue. Lot 2 is 1010 SE Corporate Woods Drive and 6210 SE Delaware Avenue.

We thank you for your consideration of this project.

Sincerely,

SHIVE-HATTERY, INC.

Chris Bauer
Project Manager/Civil Engineer

Copy: File

Project #4216150

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: Planning and Building

COUNCIL GOAL: Ensure Economic Vitality ??

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main and storm sewer in Chapman Brothers Farm Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN AND STORM SEWER IN CHAPMAN BROTHERS FARM PLAT 3

WHEREAS, the plans and specifications for the construction of water main and storm sewer in Chapman Brothers Farm Plat 3 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Chapman Brothers Farm Plat 3.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 7th day of February 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of paving in Chapman Brother Farms Plat 3.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF PAVING IN CHAPMAN BROTHER FARMS PLAT 3

WHEREAS, the plans and specifications for the construction of street paving in Chapman Brother Farms Plat 3 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Chapman Brother Farms Plat 3.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.

2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 7th day of February 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

city of Ankeny

bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** initiating the annexation of, and providing for the giving of notice and the filing of an application for annexation of certain territory located adjacent to the Northeast Quadrant of Ankeny.

EXECUTIVE SUMMARY:

The titleholders of the following described property, have requested annexation to the City of Ankeny. The land is approximately 584.16 acres (+/-), and is adjacent to the northeast quadrant of Ankeny and generally located around the intersection of NE 126th Avenue and NE 22nd Street (SE Delaware Ave).

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
Staff Report
Annexation Applications
Annexation Map

RESOLUTION

A RESOLUTION INITIATING THE ANNEXATION OF, AND PROVIDING FOR THE GIVING OF NOTICE AND THE FILING OF AN APPLICATION FOR ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY

WHEREAS, the titleholders of the following described property, has made application for annexation of the same to the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

THE EAST ½ OF THE NORTHWEST ¼, EXCEPT THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET THEREOF, AND ALL OF THE NORTHEAST ¼, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA."

AND

EX N 137F W 272F- N 1/4 SW FRL 1/4 LESS 1.7A I 35 & .4A RD SEC 31-81-23

AND

EX S 182F W 272F & N 120F S 302F W 230F- S 1/2 NW FRL 1/4 LESS 8.1A I 35 ROW & .77A RD SEC 31-81-23

AND

EX S & W OF A LN BEG 1622.95F E OF SW COR THN N 645F W 1373F NELY 245F NWLY 484.93F W 45F TO W LN & 16.3A I 35- SW FRL 1/4 LESS 1A RD SEC 30-81-23

AND

EX BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO POB- & -EX S640.5F E591F- BEG SW COR THN E 1622.95F N 645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC 30-81-23

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

LAYMAN'S DESCRIPTION

Approximately 584.16 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located around the intersection of NE 126th Avenue and west of NE 22nd Street (SE Delaware Ave).

WHEREAS, Section 368.5, Code of Iowa, provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of the adjacent road.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, as follows:

1. That the application for the proposed annexation area is hereby received and filed.
2. That copies of said application shall be referred to the Plan & Zoning Commission of the City for its review and recommendation.
3. That a consultation meeting with the affected townships and the county Board of Supervisors will be at 10:00 am on March 2, 2022, in the Public Services Building, 1210 NW Prairie Ridge Drive, Conference Room C.

DATED at Ankeny, Iowa, this 7th day of February 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

city of Ankeny
bringing it all together

City Council
Staff Report

Meeting Date: February 7, 2022

Agenda Item: Hope Kimberley, LLC. Annexation
Report Date: February 1, 2022
Prepared by: Jake Heil
Associate Planner

EJC

Discussion:

The owners of 16 parcels have requested annexation to the City of Ankeny. The land area petitioned for annexation is 485.73 acres. The proposed annexation area, including non-petitioned parcels, contains 584.16 acres overall. The proposed annexation area is located in the northeast portion of the City and generally located around the intersection of NE 126th Avenue and NE 22nd Street (SE Delaware Ave). There are 12 parcels of land within the proposed annexation area that have not petitioned at this time. If petitions are not received for these parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The proposed annexation area is also within two miles of the Cities of Alleman and Elkhart.

The annexation area is currently identified in the Comprehensive Plan as primarily Low Density Residential with an area of High and Medium Density Residential located west of NE 22nd St and south of NE 126th Ave, Community Commercial, Office/Business Park and Low Density Residential east of NE 22nd St and south of NE 126th Ave, and Community Commercial, Office/Business Park, and Neighborhood Mixed Use located east of NE 22nd St and north of NE 126th Ave. If the property is annexed, it will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. A map has been included to show the annexation area in relation to the Ankeny City limits.

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City**.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

One-Half Mile South west of the intersection of NE Delaware Avenue & South of NE 126th Avenue

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Hope Kimberley LLC

Address: 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Applicant / Contact Hope Kimberley LLC

Address 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Signed by: _____ **Date:** 10-20-2021
(*Property Owner*) *

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: _____ **Date:** 10-20-2021
(*Applicant/Contact*)

Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 20th day of October, 2021, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTH ¼ OF THE NORTHEAST ¼ IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A REORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISED HIGHWAYS

AND

THE SOUTH 20 ACRES OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36

AND

THE EAST 1,430 FEET OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1.095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 36 BEGINNING AT THE NORTHEAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Hope Kimberley, LLC _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 20th (*day*) of October (*month*), 2021 (*year*) at Ankeny, Iowa.

Titleholder:

By: William Kimberley

William Kimberley, Manager

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTH ¼ OF THE NORTHEAST ¼ IN SECTION 36, EXCEPT PLAT OF SURVEY PARCEL A REORDED IN BOOK 8572 PAGE 426; EXCEPT PLAT OF SURVEY PARCEL "2018-191" RECORDED IN BOOK 17102 AT PAGE 203; AND EXCEPT LEGALLY ESTABLISED HIGHWAYS

AND

THE SOUTH 20 ACRES OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 36

AND

THE EAST 1,430 FEET OF THE NORTH ¾ OF THE NORTHEAST ¼ OF SECTION 36, EXCEPT PLAT OF SURVEY PARCEL "2018-191", RECORDED IN BOOK 17102 AT PAGE 203 AND EXCEPT THE WEST 413.00 FEET OF THE EAST 1.095.00 FEET OF THE NORTH 637 FEET AND EXCEPT THE WEST 335 FEET OF THE EAST 1430 FEET OF THE NORTH 637 FEET AND EXCEPT ABUHL ACRES, AN OFFICIAL PLAT, EXCEPT A PARCEL OF LAND IN THE NORTHEAST ¼ OF SECTION 36 BEGINNING AT THE NORTHEAST CORNER; THENCE WEST ALONG THE NORTH LINE OF SECTION 36, 300 FEET; THENCE SOUTHEASTERLY 424.46 FEET TO THE EAST LINE OF SECTION 36; THENCE NORTH 300 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

One-Half Mile West of the intersection of NE Delaware Avenue & South of NE 126th Avenue

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Hope Kimberley LLC

Address: 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Applicant / Contact Hope Kimberley LLC

Address 2785 North Ankeny Boulevard, Suite 22 – Ankeny, Iowa 50023

Phone #: (515) 963-8335

Signed by: _____ **Date:** 10-20-2021
(Property Owner) *

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: _____ **Date:** 10-20-2021
(Applicant/Contact)

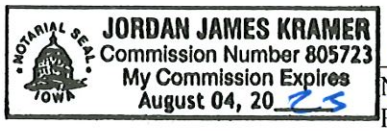
Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 20th day of October, 2021, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

OUTLOT 'Y' IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA;

AND

THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 FEET OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Hope Kimberley, LLC _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 20th (*day*) of October (*month*), 2021 (*year*) at Ankeny, Iowa.

Titleholder:

By: William Kimberley

William Kimberley, Manager

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

OUTLOT 'Y' IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA;

AND

THE N ¾ OF THE NE ¼ OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPTING FROM THE ABOVE DESCRIBED PREMISES THE FOLLOWING: THE EAST 1430 FEET AND EXCEPTING THE WEST 127 FEET OF THE EAST 1557 FEET OF THE NORTH 637 FEET, AND EXCEPTING THE WEST 165 FEET OF THE EAST 1722 FEET OF THE NORTH 264 FEET, AND EXCEPTING THAT PART CONVEYED IN BOOK 5724 PAGE 650 AND BOOK 5724 PAGE 651 OF THE N ¾ OF THE NE ¼ LESS ROAD.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, ***Sharon L Hackbarth Revocable Trust, Sharon L Hackbarth (Trustee), Janet Erb, Stephen C Johnson & Sue A Johnson*** hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ (*day*) of _____ (*month*), _____ (*year*) at Ankeny, Iowa.

Titleholder:

By: Janet E Erb
JANET E. ERB

Sharon L. Hackbarth
SHARON L. HACKBARTH

Stephen C. Johnson
STEPHEN C. JOHNSON

Sue A Johnson
SUE A. JOHNSON

HOPE K FARMS, LLC

By: _____

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL.1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31).

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

Southeast of 12211 NE 22nd Street

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Sharon L Hackbarth (Trustee), Sharon L Hackbarth Revocable Trust, Janet E Erb, Stephen C Johnson and Sue A Johnson

Address: 1343 Quill Avenue – Boone, IA 50036

Phone #:

Applicant / Contact Hope K Farms LLC

Address 4500 Westown Parkway, Suite 277 – West Des Moines, IA 50266

Phone #:

Signed by: Janet E Erb **Date:** 10/20/2021

(*Property Owner*) *

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: **Date:**

(*Applicant/Contact*)

Original Signatures are Required

***For Other Property Owners and Contract Purchaser:**

Sharon L. Hackbarth Date: 10/26/2021
SHARON L. HACKBARTH, Individually
and as Trustee of the Sharon L. Hackbarth
Revocable Trust

Stephen C. Johnson Date: 10/22/2021
STEPHEN C. JOHNSON

Sue A Johnson Date: 10-22-21
SUE A. JOHNSON

HOPE K FARMS, LLC

By: _____
(Contract Purchaser)

STATE OF IOWA :
: ss
COUNTY OF Iowa :

This instrument was acknowledged before me on October 26, 2021 by Sharon L. Hackbarth, as Trustee of the Sharon L. Hackbarth Revocable Trust and in her individual capacity.

MITCH BRINKLEY
Notarial Seal - Iowa
Commission Number 798700
My Commission Expires Aug 12, 2022

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: ss
COUNTY OF STORY :

This instrument was acknowledged before me on October 20, 2021 by Janet E. Erb.

NANCY R. CHAPLIN
Commission Number 153305
My Commission Expires
9-28-2022

Nancy R. Chaplin
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: ss
COUNTY OF Story :

This instrument was acknowledged before me on October 22, 2021 by Stephen C. Johnson.

NANCY R. CHAPLIN
Commission Number 153305
My Commission Expires
9-28-2022

Nancy R. Chaplin
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: ss
COUNTY OF Story :

This instrument was acknowledged before me on October 22, 2021 by Sue A. Johnson.

NANCY R. CHAPLIN
Commission Number 153305
My Commission Expires
9-28-2022

Nancy R. Chaplin
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

STATE OF IOWA :
: ss
COUNTY OF Polk :

This instrument was acknowledged before me on November 5, 2021, by Reza Karguzadeh (name of individual) as owner/manager of Hope K Farms, LLC.

AMANDA HARWELL
Commission Number 811205
My Commission Expires
10/21/24

Amanda Harwell
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

EXHIBIT 'A' – LEGAL DESCRIPTION

THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL.1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT HIGHWAY, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE NORTH 137 FEET OF THE WEST 272 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST FRACTIONAL QUARTER (SW FRL. ¼) OF SECTION THIRTY-ONE (31).

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____ ***Hope K Farms, LLC*** _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ of _____, _____ at Ankeny, Iowa.
(*day*) (*month*) (*year*)

Titleholder:

By: _____

REZA KARGARZADEH.
Hope K. Farms LLC.
Owner / Manager.

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA,
EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL 1/4 OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S 88°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N36°00'E 85 FEET; THENCE N10°00'W, 93 FEET; THENCE N 45°30' W 130 FEET; THENCE N 69°30' W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL 1/4 OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING;

AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5 TH P. M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGES 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P. M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321.

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City**.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

Northwest corner of Interstate 35 and NE 126th Avenue

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Hope K Farms LLC

Address: 4500 Westown Parkway, Suite 277 – West Des Moines, IA 50266

Phone #:

Applicant / Contact Hope K Farms LLC

Address 4500 Westown Parkway, Suite 277 – West Des Moines, IA 50266

Phone #:

Signed by: _____ **Date:** 10/19/21

(Property Owner) *

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: _____ **Date:** _____

(Applicant/Contact)

Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 19 day of October, 2021, before me, a Notary Public in and for Polk County, personally appeared Reza Kargarzadeh, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

NOTARIAL SEAL IOWA
AMANDA HARWELL
Commission Number 811205
My Commission Expires
10/21/24

Amanda Harwell
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this 19 day of October, 2021, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, personally appeared Reza Kargarzadeh, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Hope K. Farms LLC 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.

NOTARIAL SEAL IOWA
AMANDA HARWELL
Commission Number 811205
My Commission Expires
10/21/24

Amanda Harwell
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA,
EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE N 90°00'E, 1622.95 FEET ALONG THE SOUTH LINE OF SAID SW FRL 1/4 OF SECTION 30; THENCE N 00°22'W, 645 FEET; THENCE S 88°55'W, 1373 FEET; THENCE N 10°00'E, 160 FEET; THENCE N36°00'E 85 FEET; THENCE N10°00'W, 93 FEET; THENCE N 45°30' W 130 FEET; THENCE N 69°30' W 98 FEET; THENCE N 57°00'W, 47 FEET; THENCE N 13°00'W, 49 FEET; THENCE N 28°30'W 67.93 FEET; THENCE S90°00'W, 45 FEET TO A POINT ON THE WEST LINE OF THE SW FRL 1/4 OF SECTION 30; THENCE S 00°13'32"E 1195.44 FEET TO THE POINT OF BEGINNING;

AND EXCEPT A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5 TH P. M., POLK COUNTY, IOWA, ACQUIRED BY THE STATE OF IOWA THRU CONDEMNATION PROCEEDINGS RECORDED IN BOOK 3580, PAGES 426 THRU 505 AND A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SW FRL 1/4 OF SECTION 30, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE 5TH P. M., POLK COUNTY, IOWA, DEEDED TO THE STATE OF IOWA AND RECORDED IN BOOK 3599, PAGE 321.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____ _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

-EX BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO POB- & -EX S640.5F E591F- BEG SW COR THN E 1622.95F N 645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC 30-81-23

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this _____ of _____, _____ at Ankeny, Iowa.
(*day*) (*month*) (*year*)

Titleholder:
By: Karen J. Tweedt
Kathie J. Olenius
Dennis L. Jones

City of Ankeny, Iowa

_____
Mayor

Attest:

_____
City Clerk

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.**

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

_____

Legal Description (attach, if lengthy) _____

-EX BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F
NE 127.82F E 191.63F S 602.41F W 327.36F TO POB-
& -EX S640.5F E591F- BEG SW COR THN E 1622.95F N
645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN
S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC
30-81-23

Property Owner(s): **_Karen Twedt, Kathie Olenius, Dennis Jones**

Address: **70321 N. Long Lake Dr., Saint James, MN 56081**

Phone #: _(612) 296-3826

Applicant / Contact ___Same as Owner_____

Address_____

Phone #: _____

Signed by:_____**Date:**_____
(*Property Owner*) *

(Note: No other signature may be substituted for the Property Owner's Signature.)

and:_____**Date:**_____
(*Applicant/Contact*)

Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 9th day of August, 2021, before me, a Notary Public in and for Polk County, personally appeared Dennis Jones, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Cassie Milder
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 10th day of August, 2021, before me, a Notary Public in and for Polk County, personally appeared Karen J Tvedt, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Paige Smajlovic
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF ~~IOWA~~ Minnesota KS

COUNTY OF ~~POLK~~ Watonwan KS

On this 13 day of August, 2021, before me, a Notary Public in and for Polk County, personally appeared Kathie Olenius, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

KELLY ELIZABETH SCHULTE
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Kelly Schulte
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

city of Ankeny

bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

We, being all of the owners of the following described territory adjoining the City of Ankeny, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Ankeny, Iowa. **Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City**.

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

Northeast of 12211 NE 22nd Street

Legal Description (attach, if lengthy) SEE ATTACHED EXHIBIT 'A'

Property Owner(s): Katherine E Moeckly Trust

Address: 3073 NE 126th Avenue – Elkhart, IA 50073

Phone #:

Applicant / Contact Hope K Farms LLC

Address 4500 Westown Parkway, Suite 277 – West Des Moines, IA 50266

Phone #:

Signed by: Brad Moeckly, trustee **Date:** Dec. 15, 2021
(*Property Owner*) *

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: **Date:**
(*Applicant/Contact*)

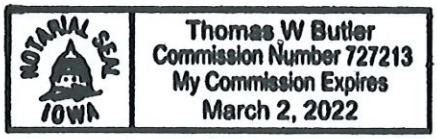
Original Signatures are Required

**If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.*

STATE OF IOWA

COUNTY OF POLK

On this 15th day of December, 2021, before me, a Notary Public in and for Polk County, personally appeared Brad Moeckly, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Thomas W Butler
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in Polk County and for the State of Iowa, 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
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

On this ____ day of _____, 20___, before me, a Notary Public in and for Polk County, Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that that person is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation, or no seal has been procured by the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said _____ _____acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

_____
Notary Public in and for
Polk County, Iowa

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE WOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF.

city of Ankeny

bringing it all together

ANNEXATION AGREEMENT

Be it remembered on this _____ day of _____, _____ that this agreement was made by and between the City of Ankeny, Iowa herein referred to as "City", and, _____
Katherine E Moeckly Trust _____ hereafter referred to as "titleholder":

Whereas, the Titleholder is the record titleholder of the following described real estate:

SEE ATTACHED EXHIBIT 'A'

Whereas, the Titleholder has made application for annexation of the above described real estate to the City of Ankeny, and

Whereas, the City has agreed, by resolution to accept the annexation of the above described real estate under certain terms and conditions;

Now therefore, it is agreed as follows:

1. Street Development. It is understood by the Titleholder that it shall be the Developer's responsibility to dedicate for public use all necessary street right-of-way in order that the annexed territory can be developed in accordance with the City's current or future comprehensive plan.

2. Storm Drainage. It is understood by the Titleholder that it is the Developer's responsibility to provide for all necessary storm drainage within a plat in accordance with the requirements of the existing ordinances within the City.

3. Public Utilities. It is understood by the Titleholder that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described real estate will be installed at the sole expense of the Developer of said real estate.

4. Land Dedication of Public Use. It is understood by the Titleholder that the City has duly enacted certain ordinances covering the dedication of land for public purposes.

5. The Titleholder or the titleholder's heirs and assigns shall abide by the terms and conditions of this agreement and said ordinances as a condition in the requested annexation.

Dated this 15th (*day*) of December (*month*), 2021 (*year*) at Ankeny, Iowa.

Titleholder:

By: Brad Moeckly Trustee

_____

City of Ankeny, Iowa

_____
Mayor

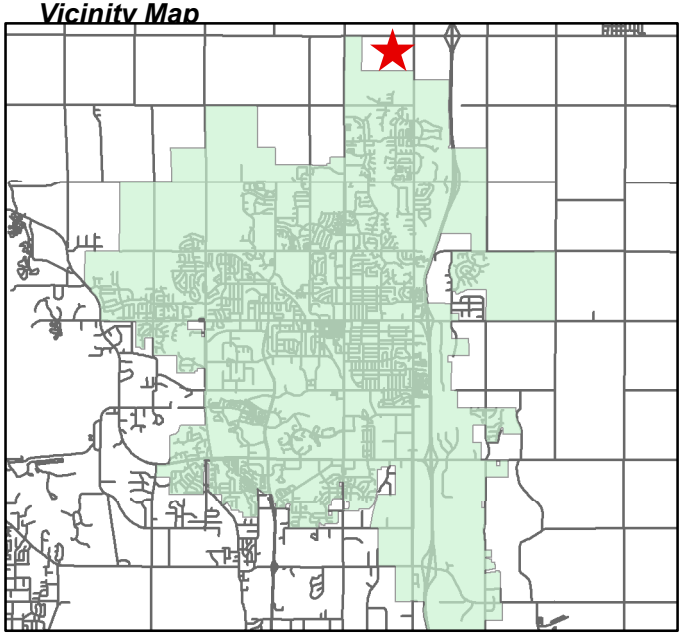
Attest:

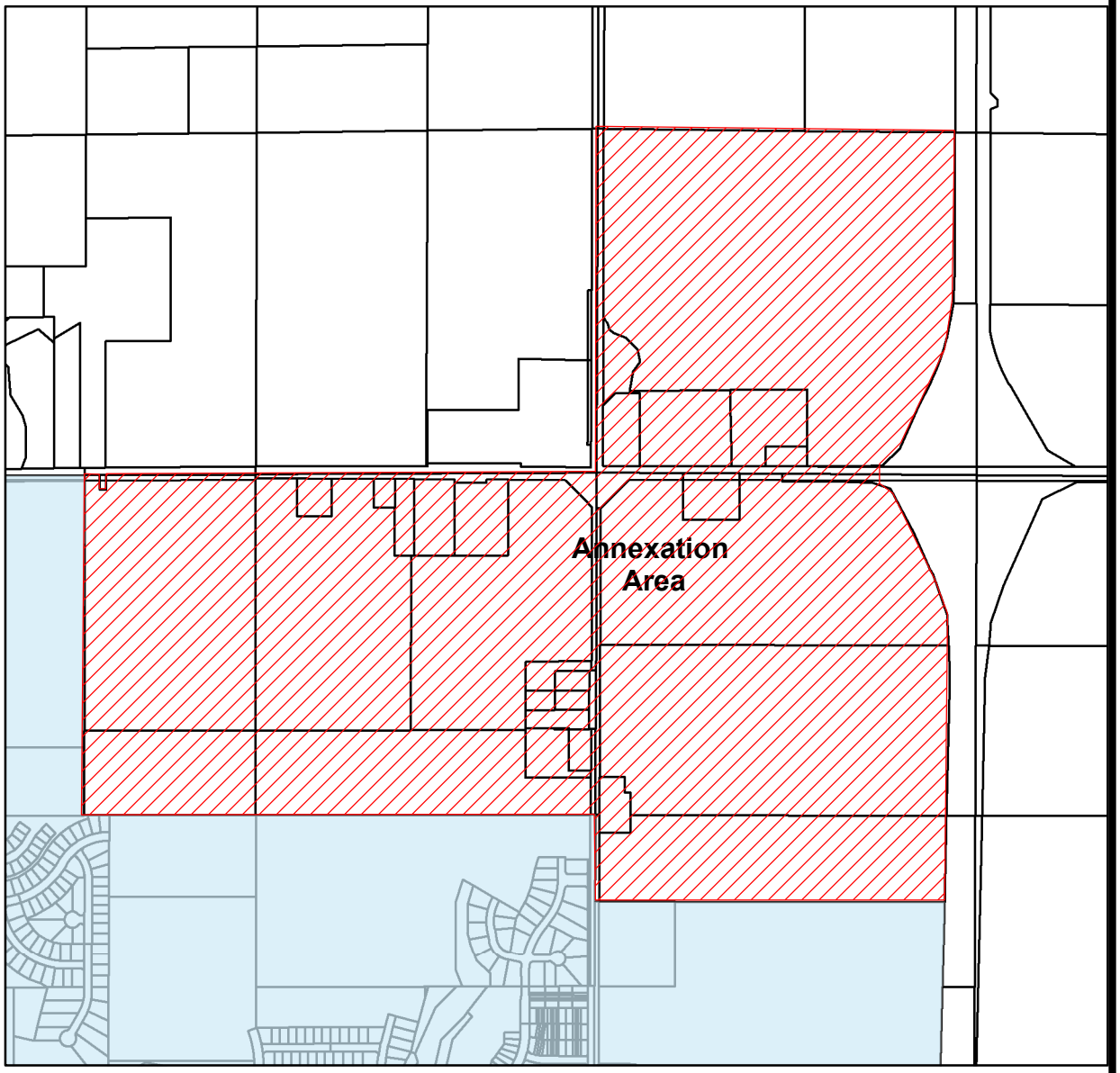
_____
City Clerk

EXHIBIT 'A' – LEGAL DESCRIPTION

THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY-ONE (81) NORTH, RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE SOUTH 302 FEET OF THE WEST 272 FEET OF THE WOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4), EXCEPT THE EAST 42 FEET OF THE NORTH 120 FEET THEREOF.

Vicinity Map





1 inch = 1,337.73 feet

Annexation Map

LEGAL DESCRIPTION
THE EAST ½ OF THE NORTHWEST ¼, EXCEPT THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET THEREOF, AND ALL OF THE NORTHEAST ¼, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA."
AND
EX N 137F W 272F- N 1/4 SW FRL 1/4 LESS 1.7A I 35 & .4A RD SEC 31-81-23
AND
EX S 182F W 272F & N 120F S 302F W 230F- S 1/2 NW FRL 1/4 LESS 8.1A I 35 ROW & .77A RD SEC 31-81-23
AND
EX S & W OF A LN BEG 1622.95F E OF SW COR THN N 645F W 1373F NELY 245F NWLY 484.93F W 45F TO W LN & 16.3A I 35- SW FRL 1/4 LESS 1A RD SEC 30-81-23
AND
EX BEG SW CORNER SW FRL 1/4 THN N 511.07F E 45F NE 127.82F E 191.63F S 602.41F W 327.36F TO POB- & -EX S640.5F E591F- BEG SW COR THN E 1622.95F N 645F W 1373F NELY 245F NWLY 484.93F W45F TO W LN S 1195.44F TO POB W FRL 1/2 SW FRL 1/4 SEC 30-81-23

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

Property Owners:
Hope Kimberley LLC, Hope K Farms LLC, Kevin & Emily Huss, Steven & Bonnie Klein, Kelly & Katie Grove, Alan Abuhl, Christopher L. & Irene K. Seuntjens, Samuel & Morgan Keasler, Wayne E. Abuhl & Jill & Shannon Haus, Jill L. & Shannon L. Haus, Robin & Judith Van Dyke, Alvin L & Emily M Wyckoff, Katherine E Moeckly Trust, Todd & Alex Rueter & Paige Benlaala Cindy K & Rory A Welcher, Jeanne M & Gary G Uhl, Cindy L Taylor & Elvin Hebner Jr, Karen J Twedt & Dennis L Jones & Kathie J Olenius, Karen Wall & Kim Alex & Todd Rueter & Paige Rueter Benlaala & Terri Nation

City of Ankeny

Hope Kimberley Annexation

Sheet No. 1 of 1

City of Ankeny, Iowa
Planning and Building Department

Drawn By: JH

Checked by:

Date: February 1, 2022

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and sewer and water connection fee, for Housby Ankeny Plat 1.

EXECUTIVE SUMMARY:

Housby Ankeny Plat 1 is a proposed 29.6 acres (+/-), located directly east of I-35 and north of SE 90th St. The proposed final plat is in conformance with Crosswinds Buisness Park Neighborhood Plan #6, which was approved on December 7, 2021. The proposed plan consists of creating one buildable lot anticipated to be utilized for a sales and service facility.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Community Development Director recommended City Council approval on February 1, 2021.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Final Plat
Staff Report
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, WARRANTY DEED TO STREETS, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PLATTED EASEMENTS, AND SEWER AND WATER CONNECTION FEES FOR HOUSBY ANKENY PLAT 1

WHEREAS, the Community Development Director of the City of Ankeny, Iowa, administratively approved the final plat for Housby Ankeny Plat 1 on the 1st day of February, 2022; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and sewer and water connection fees 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 Housby Ankeny Plat 1 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the public utility easement, public gas easement, and public sanitary sewer easement are hereby accepted; and
5. That the Crosswinds Trunk Sewer Connection District 1 connection fee of $72,360.00 is hereby accepted; and
6. That the Crosswinds Water Connection District 1 connection fee of $52,668.00 is hereby accepted.

PASSED AND APPROVED this 7th day of February, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

HOUSBY ANKENY PLAT 1

FINAL PLAT

I hereby grant administrative approval of the Final Plat for Housby Ankeny Plat 1, as set forth in the Crosswinds Business Park Planned Unit Development.

CITY OF ANKENY, IOWA

Eric Jensen, Director
Community Development — Date 2/1/2022

ATTEST:

Brenda Fuglsang, Administrative Assistant

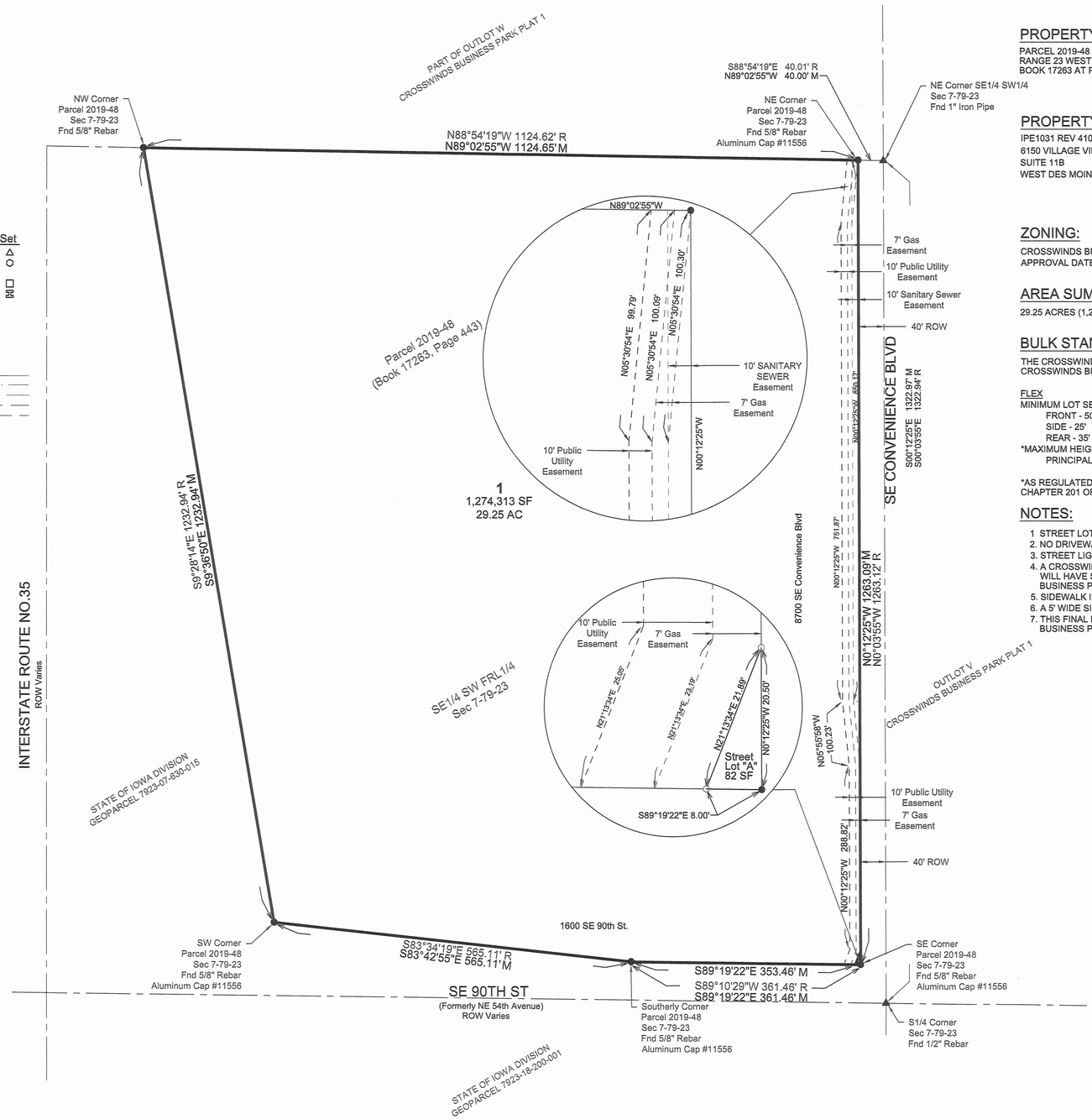
AREA ABOVE RESERVED FOR RECORDER'S STAMP

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES. COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PARCEL 2019-48
SE1/4 SW FRL1/4
SEC. 7-79-23
REQUESTED BY:
HOUSBY
RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

LEGEND

SURVEY	Found	Set
SECTION CORNER	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #19710 (UNLESS OTHERWISE NOTED)	●	○
ROW MARKER	■	□
ROW RAIL	⊞	⊟
CONTROL POINT	⊙ CP	
BENCH MARK	⊕	
PLATTED DISTANCE	P	
MEASURED BEARING & DISTANCE	M	
RECORDED AS	R	
DEED DISTANCE	D	
CALCULATED DISTANCE	C	
CENTERLINE		
SECTION LINE		
1/4 SECTION LINE		
1/4 1/4 SECTION LINE		
EASEMENT LINE		



PROPERTY DESCRIPTION:

PARCEL 2019-48 BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. IN ANKENY, POLK COUNTY, IOWA, AS SHOWN ON PLAT OF SURVEY RECORDED MARCH 19, 2019 IN BOOK 17263 AT PAGE 443 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA.

PROPERTY OWNER:

IPE1031 REV 410, LLC
6150 VILLAGE VIEW DRIVE
SUITE 11B
WEST DES MOINES, IA 50266

PROPERTY APPLICANT:

HOUSBY
4747 NE 14TH STREET
DES MOINES, IA 50313
KELLY HOUSBY
PHONE: (515) 229-2400
EMAIL: kelly@housby.com

SURVEYOR / ENGINEER:

SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
ERIN D. GRIFFIN, P.L.S.
JON HANSON, P.E.
(515) 964-2020

ZONING:

CROSSWINDS BUSINESS PARK PLANNED UNIT DEVELOPMENT
APPROVAL DATE OF NOVEMBER 17, 2009

AREA SUMMARY

29.25 ACRES (1,274,313 SF)

BULK STANDARDS:

THE CROSSWINDS BUSINESS PARK LEGACY PROPERTY INTENDS TO INCORPORATE THE FOLLOWING LAND USES IDENTIFIED IN THE CROSSWINDS BUSINESS PARK PUD:

FLEX
MINIMUM LOT SETBACKS:
FRONT - 50'
SIDE - 25'
REAR - 35'
*MAXIMUM HEIGHT:
PRINCIPAL STRUCTURES - 75'

*AS REGULATED BY THE CROSSWINDS BUSINESS PARK PUD, EXHIBITS C & D AND BY THE ANKENY REGIONAL AIRPORT ZONING IN CHAPTER 201 OF THE ANKENY MUNICIPAL CODE.

NOTES:

1. STREET LOT A TO BE DEEDED TO THE CITY OF ANKENY.
2. NO DRIVEWAY CONNECTION IS ALLOWED TO SE 90TH STREET.
3. STREET LIGHTING ALONG SE CONVENIENCE BOULEVARD WILL BE INSTALLED AS PART OF THE RISE PROJECT.
4. A CROSSWINDS BUSINESS PARK MONUMENT SIGN WILL BE CONSTRUCTED IN THE SE CORNER OF LOT 1. THE MONUMENT SIGN WILL HAVE SIMILAR SIZE AND ARCHITECTURE TO THE SIGN CONSTRUCTED AT THE NORTH ENTRANCE OF THE CROSSWINDS BUSINESS PARK AT THE CORNER OF SE CROSSWINDS DRIVE AND SE CORPORATE DRIVE.
5. SIDEWALK INSTALLATION IS NOT REQUIRED ALONG THE SE 90TH STREET FRONTAGE OF LOT 1.
6. A 5' WIDE SIDEWALK IS REQUIRED ALONG THE SE CONVENIENCE BOULEVARD FRONTAGE OF LOT 1.
7. THIS FINAL PLAT SHALL CONFORM TO THE REQUIREMENTS OF THE APPROVED NEIGHBORHOOD PLAN FOR CROSSWINDS BUSINESS PARK NEIGHBORHOOD PLAN #6.

RECEIVED
JAN 28 2022
CITY OF ANKENY

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

ERIN D. GRIFFIN
19710
LICENSED PROFESSIONAL LAND SURVEYOR
IOWA

Erin D. Griffin, PLS — Date 1/27/22

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheet 1 OF 1

MARK	REVISION	DATE	BY
Engineer: JLH	Checked By: EDG	Scale: 1" = 100'	
Technician: AJD	Date: 12/10/2021	T-R-S: 07-79-23	
Project No: 121.0541.01		Sheet C100	

ANKENY, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

HOUSBY ANKENY PLAT 1

FINAL PLAT

SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES

Project No: 121.0541.01

Sheet C100

V:\Projects\2021\121.0541.01\CADD\FP_121.0541.01CADDFP_PLAN.dwg DOUG GUTHRIDGE, TITLE SHEET, 2022/01/27, 11:24 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

City Council
Staff Report

Meeting Date: February 7, 2022

Agenda Item: Housby Ankeny Plat 1 – Final Plat
Report Date: February 1, 2022
Prepared by: Jake Heil
Associate Planner

Staff Recommendation:

That the City Council approve the Housby Ankeny Plat 1 Final Plat.

Project Summary:

Housby Ankeny Plat 1 is a proposed 29.25 acres (+/-), located directly east of I-35 and north of SE 90th St. The subject plat consists of creating one buildable lot anticipated to be utilized for a sales and service facility. The proposed plat is in general conformance with the Crosswinds Business Park Neighborhood Plan #6 that was approved by the City Council December 20, 2021. The City of Ankeny received RISE grant funding to construct the portion of SE Convenience Boulevard that runs along the east property boundary.

Project Report:

Streets: There are no new proposed streets with this plat. The City of Ankeny received RISE grant funding to construct the portion of SE Convenience Boulevard that runs along the east property boundary.

Water: A 10-inch water main will be installed along SE Convenience Blvd as part of the City's RISE project. The applicant is proposing to connect to this 10-inch water main with an 8-inch water main and a 10-inch water main, to service the proposed site.

Sewer: 6-inch sanitary sewer will be installed along SE Convenience Blvd as part of the City's RISE project. The applicant is proposing 6-inch sanitary sewer to service the proposed site.

Drainage: The proposed site has highpoints towards SE 90th St and towards the middle of the site. Generally, the site drains to the north and east, with a small portion of drainage flowing west. This plat lies in the Middle Four Mile Creek watershed and all storm water from the site will ultimately flow into Four Mile Creek. The proposed storm water controls are generally consistent with the storm water management master plan for Crosswinds Business Park PUD.

Parkland: Dedication not required for a Commercial Development.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: **Housby Ankeny Plat 1**
NAME OF OWNER/ DEVELOPER: **Housby LLC**

GENERAL INFORMATION:

PLAT LOCATION:	East of I-35 and north of SE 90th Street
SIZE OF PLAT:	29.25 acres
ZONING:	Crosswinds Business Park PUD

LOTS:

NUMBER:	1 buildable lot;	
SIZE/DENSITY:	29.25 acres per lot	
USE:	Flex	
BUILDING LINES:	**Flex**	
	Front:	50’
	Rear:	35’
	Side:	25’
	Max Height:	75’

PARK SITE DEDICATION:

Dedication not required for a Commercial Development.

ADJACENT LANDS:

NORTH:	Crosswinds Business Park PUD
SOUTH:	R-1, One-Family Residence District
EAST:	Crosswinds Business Park PUD
WEST:	R-1, One-Family Residence District/Interstate 35

WASTE WATER:

PROJECTED FLOWS: 29.25 acres of land X 3000 gal. per day/acre of developable land = 87,750 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin.

WATER SYSTEM:

USAGE: 29.25 acres of land X 1000 gal. per day/acre of developable land = 29,250 GPD

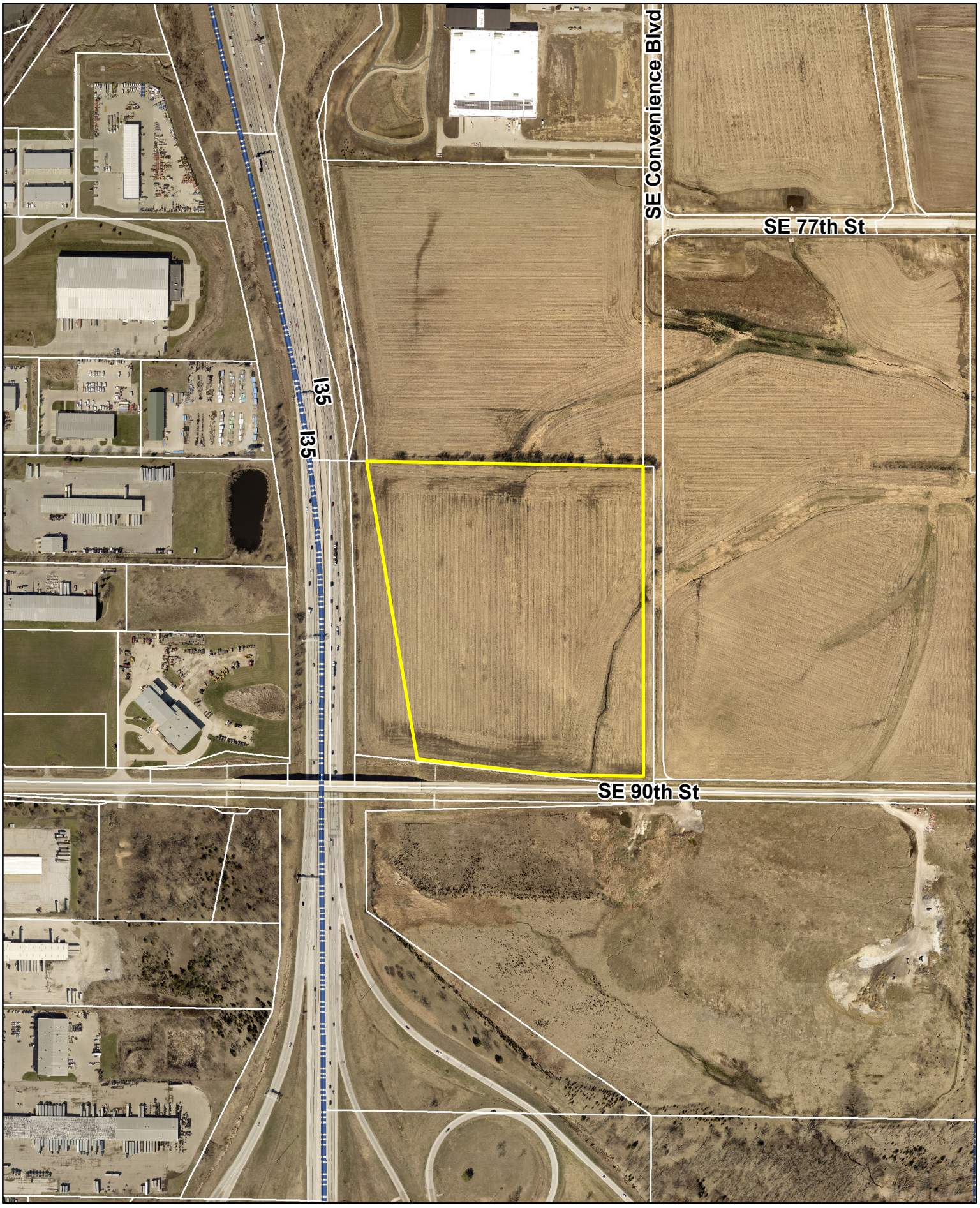
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



N

1 inch = 500 feet

Date: 2/2/2022

Housby Ankeny Plat 1
Final Plat

Ankeny
bringing it all together.

Jan. 28, 2022

Mayor and City Council
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023

RE: HOUSBY ANKENY PLAT 1
FINAL PLAT SUBMITTAL
S&A PROJECT NO. 120.0541.01

Dear Mayor and City Council:

On behalf of IPE1031 REV 410, LLC as the titleholder of property at the NW corner of SE 90th St. and future SE Convenience Blvd., please find the accompanying Final Plat for the above referenced project. The Owners are proposing to develop the parcel as a one lot plat.

The property being developed is 29.6 Ac in size and is currently in the design phase to be constructed as a Sales and Service Facility for the Housby dealership of product lines. The facility will include the Housby sales, service and corporate operations. The Housby family of companies employs 200 plus professional and trained technical staff.

These documents have been prepared in accordance with the City of Ankeny's standards and specifications, the Crosswinds Business Park PUD and Crosswinds Business Park Neighborhood Plan #6 requirements. We respectfully request the City Council and Planning and Zoning Commission's review and approval of the documents.

Please feel free to contact me at your convenience should you have any questions or comments. Thanks.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jon Hanson

Jon L. Hanson, PE

Enclosures

Cc: Kevin Barber, 10Fold Architecture
Kelly Housby, Housby

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Municipal Utilities

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 Deer Creek Village 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 AND SANITARY SEWER IN DEER CREEK VILLAGE PLAT 2

WHEREAS, the City Staff has granted administrative approval of **Deer Creek Village Plat 2**; and

WHEREAS, the plans and specification for the construction of **Deer Creek Village Plat 2** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main and sanitary sewer in **Deer Creek Village 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 7th, 2022 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 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

CERTIFICATE OF COMPLETION

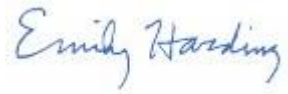
Deer Creek Village Plat 2

Ankeny, Iowa

February 7, 2022

This is to certify that the construction improvements on the ***Deer Creek Village 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,



Emily, Harding P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972

CONTRACTOR'S MAINTENANCE BOND

Bond No. NIA3764

KNOW ALL PERSONS BY THESE PRESENTS:

That Team Excavating, Inc. of PO Box 361, Altoona, IA 50009 as principal and Merchants National Bonding, Inc. of 6700 Westown Parkway, West Des Moines, IA 50266 as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four 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 Two hundred thirty-five thousand three hundred sixty and two tenths DOLLARS ($235,360.20), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 11th day of June, 2021, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Deer Creek Village Plat 2

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 18th day of June, 2021.

Timothy A. Prochaska
principal

by _____

Merchants National Bonding, Inc.
surety (SEAL)

by Mary Beth Williams
Mary Beth Williams Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by Donald Clarke
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,

Mary Beth Williams

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 aut hority 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 18th day of June , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 18th day of June , 2021 , 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.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of June , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Shekar Engineering, PLC in the amount of $126,728.95 for the construction of the 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Shekar Engineering, PLC for the 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project.

The 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project includes the removal and replacement of pedestrian ramps within the northwestern half of the Ashland Meadows neighborhood, generally located between NW Ashland Parkway and NW 27th Street and between NW State Street and NW Northpark Drive in the City of Ankeny.

The construction improvements include the removal and replacement of 24 ramps at 10 intersections,

totaling approximately 310 SY of 7” PCC patches, 720 SY of sidewalk removal, 280 SY of 4” PCC sidewalk, 125 SY of 5” PCC sidewalk, and 220 SY of 6” PCC sidewalk. Other associated improvements include off-site topsoil, removal and replacement of curb and gutter, galvanized steel detectable warning panels, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty (20) contractors. Six (6) bids were received for the project as follows:

Shekar Engineering, PLC $126,728.95

Howrey Construction, Inc. $138,110.00

Concrete Connection, LLC $138,545.00

I-80 Concrete Design $152,017.00

Vice Construction $158,365.00

The Concrete Contracting Company, Inc. $191,625.00

The Engineer’s estimated cost for the project was $120,415.00. The bids ranged from 5% above to 59% above the engineer's estimate. Shekar Engineering, PLC 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 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project to Shekar Engineering, PLC of Des Moines, Iowa.

FISCAL IMPACT: **??No**

The 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project is included within the Annual Sidewalk/Trail Construction Program of the 2022-2026 CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Shekar Engineering, PLC for the 2022 Pedestrian Ramp Improvements Program - Ashland Meadows project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tabulation
Location Map

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM SHEKAR ENGINEERING, PLC IN THE AMOUNT OF $126,728.95 FOR THE CONSTRUCTION OF THE 2022 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM – ASHLAND MEADOWS PROJECT.

WHEREAS, the City of Ankeny desires to bring 24 pedestrian ramps at 10 intersections into ADA compliance within the northwestern half of the Ashland Meadows neighborhood, generally located between NW Ashland Parkway and NW 27th Street and between NW State Street and NW Northpark Drive in the City of Ankeny and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Shekar Engineering, PLC	$126,728.95
Howrey Construction, Inc.	$138,110.00
Concrete Connection, LLC	$138,545.00
I-80 Concrete Design	$152,017.00
Vice Construction	$158,365.00
The Concrete Contracting Company, Inc.	$191,625.00
Engineer's Estimated Cost	$120,415.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Shekar Engineering, PLC in the amount of $126,728.95 be accepted for the construction of the 2022 Pedestrian Ramp Improvements Program – Ashland Meadows project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

Bid Tabulation

2022 Pedestrian Ramp Improvements Program - Ashland Meadows

Project Description

February 1, 2022

				Engineer's Estimate			Shekar Engineering, PLC			Howrey Construction, Inc,			Concrete Connection, LLC			I-80 Concrete Design		
Item No.	**SUDAS No.**	**Item**	**Unit**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**	**Total**	**Unit Price**	**Total Price**
		EARTHWORK																
2.01	2010-D-3	Topsoil, Off-site	CY	50	$100.00	$5,000.00	50	$100.00	$5,000.00	50	$125.00	$6,250.00	50	$100.00	$5,000.00	50	$100.00	$5,000.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E	Manhole, Adjustment, Sanitary, Minor, Two-Piece Casting	EA	2	$1,500.00	$3,000.00	2	$753.50	$1,507.00	2	$750.00	$1,500.00	2	$1,500.00	$3,000.00	2	$450.00	$900.00
		STREETS AND RELATED WORK																
7.01	7010-E	Curb and Gutter, PCC, Class C, 2.0' Wide, 7" Thick	LF	220	$25.00	$5,500.00	220	$40.00	$8,800.00	220	$45.00	$9,900.00	220	$35.00	$7,700.00	220	$28.00	$6,160.00
7.02	7030-A	Removal of Sidewalk	SY	720	$12.00	$8,640.00	720	$4.50	$3,240.00	720	$10.00	$7,200.00	720	$18.00	$12,960.00	720	$26.00	$18,720.00
7.03	7030-E	Sidewalk, PCC, 4" Thick	SY	280	$60.00	$16,800.00	280	$61.79	$17,301.20	280	$48.50	$13,580.00	280	$54.00	$15,120.00	280	$65.00	$18,200.00
7.04	7030-E	Sidewalk, PCC, 5" Thick	SY	125	$65.00	$8,125.00	125	$63.85	$7,981.25	125	$60.00	$7,500.00	125	$65.00	$8,125.00	125	$73.00	$9,125.00
7.05	7030-E	Sidewalk, PCC, 6" Thick	SY	220	$75.00	$16,500.00	220	$65.44	$14,396.80	220	$70.00	$15,400.00	220	$75.00	$16,500.00	220	$92.00	$20,240.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	288	$50.00	$14,400.00	288	$65.00	$18,720.00	288	$52.50	$15,120.00	288	$80.00	$23,040.00	288	$64.00	$18,432.00
7.07	7040-A	Full Depth Patches, PCC, Class C, 7" Thick	SY	310	$75.00	$23,250.00	310	$113.17	$35,082.70	310	$125.00	$38,750.00	310	$90.00	$27,900.00	310	$150.00	$46,500.00
7.08	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	220	$10.00	$2,200.00	220	$35.00	$7,700.00	220	$18.00	$3,960.00	220	$35.00	$7,700.00	220	$17.00	$3,740.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$6,000.00	$6,000.00	1	$2,500.00	$2,500.00	1	$9,250.00	$9,250.00	1	$5,000.00	$5,000.00	1	$1,500.00	$1,500.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$10,000.00	$10,000.00	1	$3,000.00	$3,000.00	1	$8,500.00	$8,500.00	1	$5,000.00	$5,000.00	1	$2,000.00	$2,000.00
11.02	11,050-A	Concrete Washout, Collection Bags	LS	1	$1,000.00	$1,000.00	1	$1,500.00	$1,500.00	1	$1,200.00	$1,200.00	1	$1,500.00	$1,500.00	1	$1,500.00	$1,500.00
		TOTAL AMOUNT BID =				**$120,415.00**			**$126,728.95**			**$138,110.00**			**$138,545.00**			**$152,017.00**

*Calculation Error

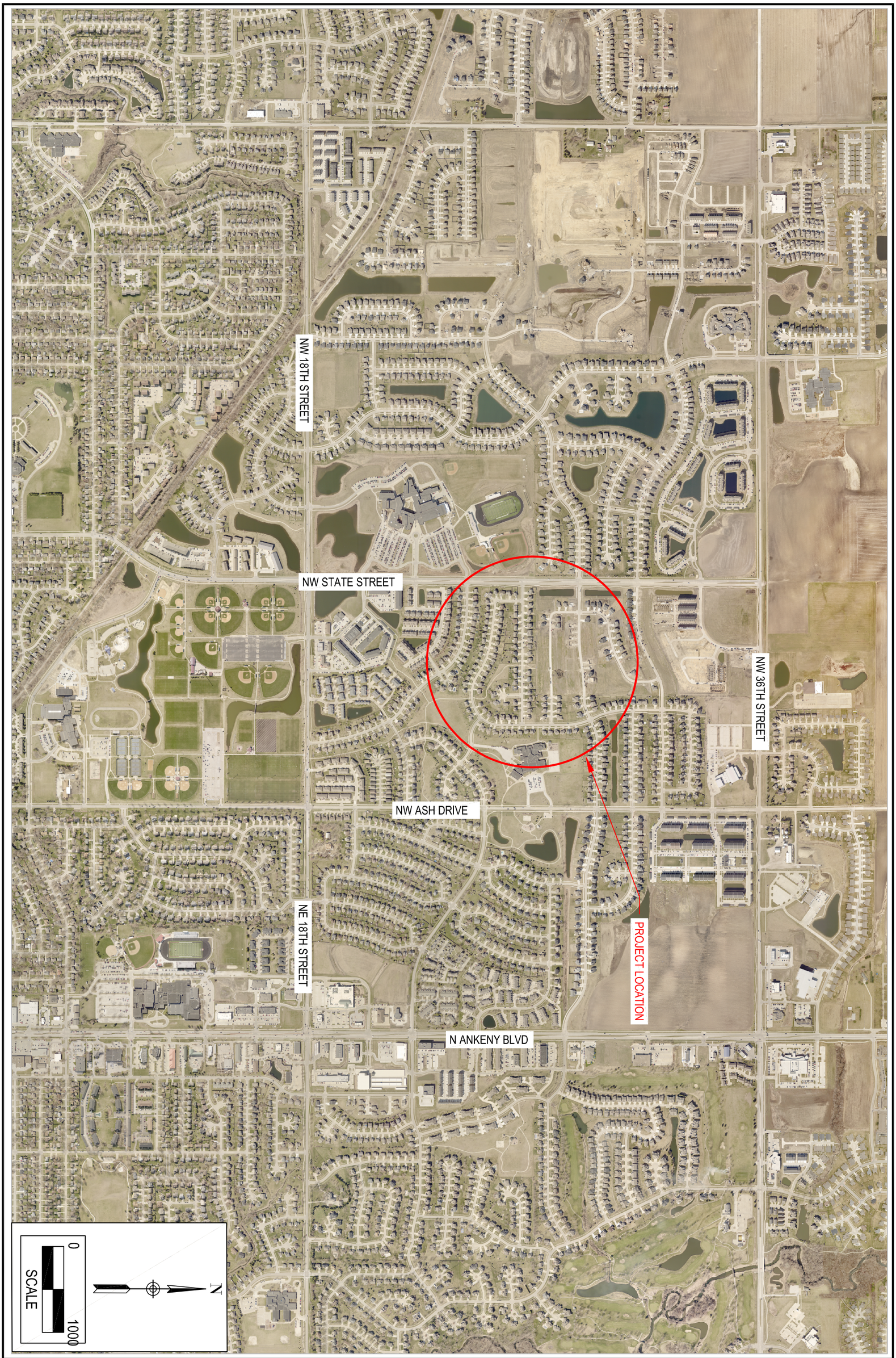
Bid Tabulation

2022 Pedestrian Ramp Improvements Program - Ashland Meadows

Project Description

February 1, 2022

				Vice Construction			The Concrete Contracting Company 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**
		EARTHWORK																
2.01	2010-D-3	Topsoil, Off-site	CY	50	$80.00	$4,000.00	50	$150.00	$7,500.00	50		$0.00	50		$0.00	50		$0.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E	Manhole, Adjustment, Sanitary, Minor, Two-Piece Casting	EA	2	$3,000.00	$6,000.00	2	$3,250.00	$6,500.00	2		$0.00	2		$0.00	2		$0.00
		STREETS AND RELATED WORK																
7.01	7010-E	Curb and Gutter, PCC, Class C, 2.0' Wide, 7" Thick	LF	220	$60.00	$13,200.00	220	$65.00	$14,300.00	220		$0.00	220		$0.00	220		$0.00
7.02	7030-A	Removal of Sidewalk	SY	720	$20.00	$14,400.00	720	$15.00	$10,800.00	720		$0.00	720		$0.00	720		$0.00
7.03	7030-E	Sidewalk, PCC, 4" Thick	SY	280	$55.00	$15,400.00	280	$55.00	$15,400.00	280		$0.00	280		$0.00	280		$0.00
7.04	7030-E	Sidewalk, PCC, 5" Thick	SY	125	$65.00	$8,125.00	125	$73.00	$9,125.00	125		$0.00	125		$0.00	125		$0.00
7.05	7030-E	Sidewalk, PCC, 6" Thick	SY	220	$75.00	$16,500.00	220	$135.00	$29,700.00	220		$0.00	220		$0.00	220		$0.00
7.06	7030-G	Detectable Warnings, Galvanized Steel	SF	288	$55.00	$15,840.00	288	$145.00	$41,760.00	288		$0.00	288		$0.00	288		$0.00
7.07	7040-A	Full Depth Patches, PCC, Class C, 7" Thick	SY	310	$125.00	$38,750.00	310	$75.00	$23,250.00	310		$0.00	310		$0.00	310		$0.00
7.08	7040-I	Curb and Gutter Removal, 2.0' Wide	LF	220	$20.00	$4,400.00	220	$15.00	$3,300.00	220		$0.00	220		$0.00	220		$0.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$6,000.00	$6,000.00	1	$13,740.00	$13,740.00	1		$0.00	1		$0.00	1		$0.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$15,000.00	$15,000.00	1	$11,375.00	$11,375.00	1		$0.00	1		$0.00	1		$0.00
11.02	11,050-A	Concrete Washout, Collection Bags	LS	1	$750.00	$750.00	1	$4,875.00	$4,875.00	1		$0.00	1		$0.00	1		$0.00
		TOTAL AMOUNT BID =				**$158,365.00**			**$191,625.00**			**$0.00**			**$0.00**			**$0.00**



SHEET 1

LOCATION MAP

2022 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - ASHLAND MEADOWS

city of Ankeny
bringing it all together

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

S:\PUBWORKS\ENGINEERINGDIVISION\PUBLIC WORKS PROJECTS\2022 PUBLIC WORKS\2022 PEDESTRAIN RAMP IMPROVE PROGRAM – ASHLAND MEADOWS – 2022–008\2 – DESIGN INFO\2022 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM – ASHLAND MEADOWS.DWG

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

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 $126,125.25 for the construction of the 2022 Sidewalk Gaps and Trail Replacement project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Howrey Construction, Inc. for the 2022 Sidewalk Gaps and Trail Replacement project.

The 2022 Sidewalk Gaps and Trail Replacement project includes the construction of new 5’ wide sidewalk and 8’ wide sidewalk at various locations throughout the City of Ankeny and the replacement of random panels of 8’ wide trail adjacent to North Ankeny Boulevard.

The construction improvements include the construction of approximately 725 SY of 4” thick sidewalk

and 875 SY of 5" thick sidewalk. Other associated improvements include Class 10 excavation, tree root shaving, temporary traffic control, erosion control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to nine (9) contractors. Six (6) bids were received for the project as follows:

Howrey Construction, Inc. $126,125.25

Concrete Connection, LLC $133,786.50

Vice Construction $143,683.00

Shekar Engineering, PLC $147,584.37

I-80 Concrete Design $147,632.00

The Concrete Company $204,920.00

The Engineer's estimated cost for the project was $134,595.00. The bids ranged from 6% below to 52% 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 2022 Sidewalk Gaps and Trail Replacement project to Howrey Construction, Inc. of Rockwell City, Iowa.

FISCAL IMPACT: **??No**

The 2022 Sidewalk Gaps and Trail Replacement project is included in the 2022-2026 CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Howrey Construction, Inc. for the 2022 Sidewalk Gaps and Trail Replacement project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tabulation
Location map

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM HOWREY CONSTRUCTION, INC. IN THE AMOUNT OF $126,125.25 FOR THE CONSTRUCTION OF THE 2022 SIDEWALK GAPS AND TRAIL REPLACEMENT 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 the replacement of random panels of 8' wide sidewalk adjacent to N Ankeny Boulevard , and;

WHEREAS, a request for proposal was sent out to nine (9) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Howrey Construction, Inc.	$126,125.25	
Connection, LLC	$133,786.50	
Vice Construction	$143,683.00	
Shekar Engineering, PLC	$147,584.37	
I-80 Concrete Design	$147,632.00	
The Concrete Company	$204,920.00	
Engineer's Estimated Cost		$134,595.00

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 $126,125.25 be accepted for the construction of the 2022 Sidewalk Gaps and Trail Replacement project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

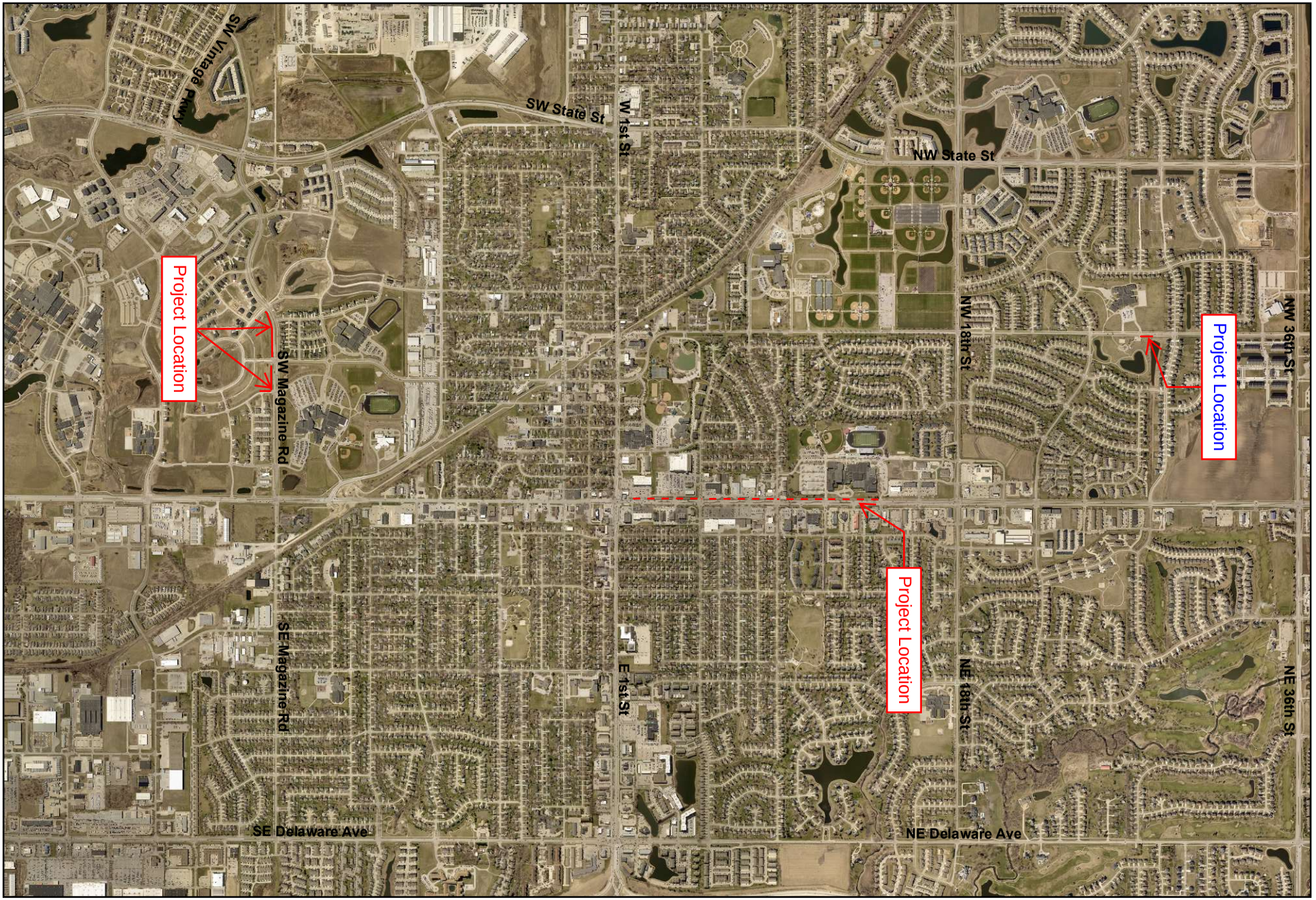
Bid Tabulation
2022 Sidewalk Gaps and Trail Replacement
February 1, 2022

				Engineer's Estimate			Howrey Construction			Concrete Connections			Vice Construction			Shekar Engineering		
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	2010-999-A	Tree Root Shaving	EA	20	$500.00	$10,000.00	20	$150.00	$3,000.00	20	$100.00	$2,000.00	20	$200.00	$4,000.00	20	$150.00	$3,000.00
2.02	2010-E	Excavation, Class 10	CY	148	$50.00	$7,400.00	148	$27.50	$4,070.00	148	$40.00	$5,920.00	148	$30.00	$4,440.00	148	$17.25	$2,553.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1	$1,500.00	$1,500.00	1	$975.50	$975.50	1	$1,500.00	$1,500.00	1	$3,000.00	$3,000.00	1	$1,380.00	$1,380.00
		STREETS AND RELATED WORK																
7.01	7030-A	Removal of Sidewalk	SY	831	$10.00	$8,310.00	831	$16.25	$13,503.75	831	$20.00	$16,620.00	831	$18.00	$14,958.00	831	$4.00	$3,324.00
7.02	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	723	$50.00	$36,150.00	723	$46.00	$33,258.00	723	$49.50	$35,788.50	723	$50.00	$36,150.00	723	$74.42	$53,805.66
7.03	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	877	$55.00	$48,235.00	877	$54.00	$47,358.00	877	$54.00	$47,358.00	877	$55.00	$48,235.00	877	$80.23	$70,361.71
7.04	7030-G	Detectable Warnings, Galvanized Steel	SF	16	$50.00	$800.00	16	$55.00	$880.00	16	$80.00	$1,280.00	16	$50.00	$800.00	16	$65.00	$1,040.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$10,000.00	$10,000.00	1	$7,200.00	$7,200.00	1	$10,000.00	$10,000.00	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.27	$4,000.00	$1,080.00	0.27	$11,500.00	$3,105.00	0.27	$8,000.00	$2,160.00	0.27	$15,000.00	$4,050.00	0.27	$3,000.00	$810.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.27	$6,000.00	$1,620.00	0.27	$7,500.00	$2,025.00	0.27	$8,000.00	$2,160.00	0.27	$15,000.00	$4,050.00	0.27	$3,000.00	$810.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$7,500.00	$7,500.00	1	$9,250.00	$9,250.00	1	$7,500.00	$7,500.00	1	$18,000.00	$18,000.00	1	$4,000.00	$4,000.00
11.02	11,050-A	Concrete Washout	LS	1	$2,000.00	$2,000.00	1	$1,500.00	$1,500.00	1	$1,500.00	$1,500.00	1	$1,000.00	$1,000.00	1	$1,500.00	$1,500.00
		TOTAL AMOUNT BID =				**$134,595.00**			**$126,125.25**			**$133,786.50**			**$143,683.00**			**$147,584.37**

Calculation error. Held unit bid price.

Bid Tabulation
2022 Sidewalk Gaps and Trail Replacement
February 1, 2022

				I-80 Concrete Design			Concrete Company											
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	2010-999-A	Tree Root Shaving	EA	20	$300.00	$6,000.00	20	$1,250.00	$25,000.00	20		$0.00	20		$0.00	20		$0.00
2.02	2010-E	Excavation, Class 10	CY	148	$20.00	$2,960.00	148	$125.00	$18,500.00	148		$0.00	148		$0.00	148		$0.00
		STRUCTURES FOR SANITARY AND STORM SEWERS																
6.01	6010-E	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1	$450.00	$450.00	1	$3,250.00	$3,250.00	1		$0.00	1		$0.00	1		$0.00
		STREETS AND RELATED WORK																
7.01	7030-A	Removal of Sidewalk	SY	831	$28.00	$23,268.00	831	$15.00	$12,465.00	831		$0.00	831		$0.00	831		$0.00
7.02	7030-E	Sidewalk, PCC, Class C, 4" Thick	SY	723	$65.00	$46,995.00	723	$60.00	$43,380.00	723		$0.00	723		$0.00	723		$0.00
7.03	7030-E	Sidewalk, PCC, Class C, 5" Thick	SY	877	$67.00	$58,759.00	877	$75.00	$65,775.00	877		$0.00	877		$0.00	877		$0.00
7.04	7030-G	Detectable Warnings, Galvanized Steel	SF	16	$65.00	$1,040.00	16	$100.00	$1,600.00	16		$0.00	16		$0.00	16		$0.00
		TRAFFIC CONTROL																
8.01	8030-A	Temporary Traffic Control	LS	1	$3,000.00	$3,000.00	1	$12,500.00	$12,500.00	1		$0.00	1		$0.00	1		$0.00
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	0.27	$6,000.00	$1,620.00	0.27	$15,000.00	$4,050.00	0.27		$0.00	0.27		$0.00	0.27		$0.00
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.27	$2,000.00	$540.00	0.27	$20,000.00	$5,400.00	0.27		$0.00	0.27		$0.00	0.27		$0.00
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	$2,000.00	$2,000.00	1	$10,000.00	$10,000.00	1		$0.00	1		$0.00	1		$0.00
11.02	11,050-A	Concrete Washout	LS	1	$1,000.00	$1,000.00	1	$3,000.00	$3,000.00	1		$0.00	1		$0.00	1		$0.00
		TOTAL AMOUNT BID =				**$147,632.00**			**$204,920.00**			**$0.00**			**$0.00**			**$0.00**



city of Ankeny
bringing it all together

2022 Sidewalk Gaps and Trail Replacement
Map is for Locational Purposes Only.

W
S
N
E

1 in = 2,000 ft
Date: 2/1/2022

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Redbud, LLC in the amount of $66,642.00 for the construction of the Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Redbud, LLC for the Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project.

Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project includes the installation of seeding, trees, and shrubs. The construction improvement included the installation of 12 over story trees, 468 shrubs, 2.5 acres of native seeding, 1.4 acres of type 2 seeding, mulching, watering, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to nine (9) contractors. Three (3) bids were received for the project as follows:

Redbud, LLC $66,642.00

Alpha Landscapes $86,255.00

Greentech of Iowa, LLC $123,000.00

The Engineer's estimated cost for the project was $71,250.00. The bids ranged from 6% below to 73% above the engineer's estimate. Redbud, LLC has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project to Redbud, LLC of Des Moines, Iowa.

FISCAL IMPACT: **??No**

The Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project is included in the 2022-2026 CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Redbud, LLC for the Landscaping Improvements for High Trestle Extension - SE Magazine Road to SE Oralabor Road project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tabulation
Location map

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM RBUD, LLC IN THE AMOUNT OF $66,642.00 FOR THE CONSTRUCTION OF THE LANDSCAPE IMPROVEMENTS FOR HIGH TRESTLE EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD PROJECT.

WHEREAS, the City of Ankeny desires to install seeding, trees, and shrubs on the High Trestle Trail Extension – SE Magazine Road to SE Oralabor Road project, and;

WHEREAS, a request for proposal was sent out to nine (9) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Redbud, LLC	$66,642.00
Alpha Landscapes	$86,255.00
Greentech of Iowa, LLC	$123,000.00
Engineer's Estimated Cost	$71,250.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Redbud, LLC in the amount of $66,642.00 be accepted for the construction of the Landscaping Improvemetns for High Trestle Extension – SW Magazine Road to SE Oralabor Road project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

TABULATION OF BIDS

City of Ankeny

High Trestle Trail Extension - SE Magazine to SE Oralabor Road

Landscaping Improvements

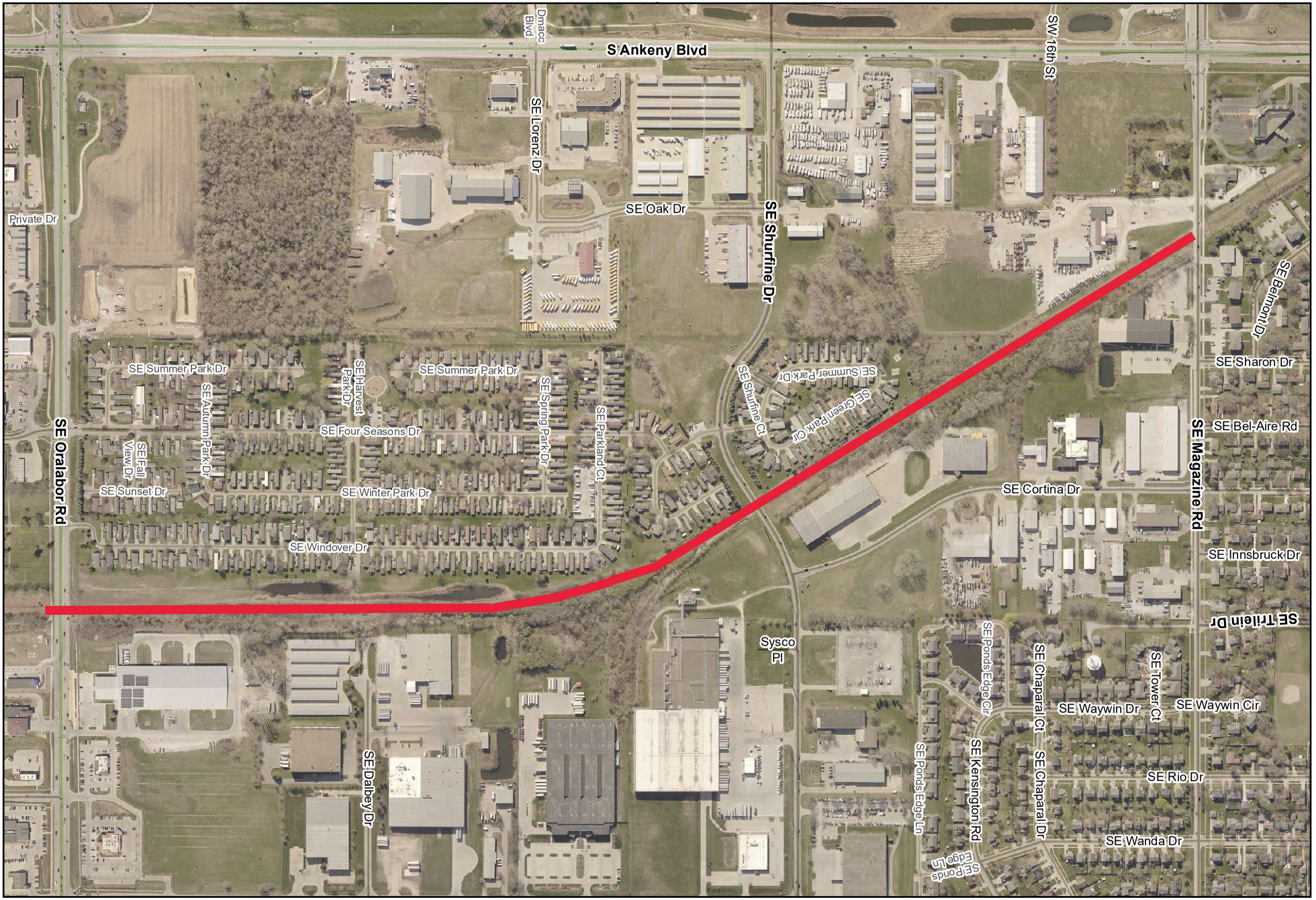
120.0274.01A

February 1, 2022 10:30 am

				ENGINEER'S ESTIMATE		1 REDBUD LLC DES MOINES, IA		2 ALPHA LANDSCAPES SLATER, IA		3 GREENTECH OF IOWA, LLC SLATER, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID										
1	Mobilization	LS	1	$ 4,000.00	$ 4,000.00	$ 6,000.00	$ 6,000.00	$ 25,950.00	$ 25,950.00	$ 35,000.00	$ 35,000.00
2	Shrub - Blackhaw Viburnum	EA	12	$ 300.00	$ 3,600.00	$ 90.00	$ 1,080.00	$ 75.00	$ 900.00	$ 300.00	$ 3,600.00
3	Shrub - Limelight Hydrangea	EA	20	$ 150.00	$ 3,000.00	$ 76.00	$ 1,520.00	$ 75.00	$ 1,500.00	$ 100.00	$ 2,000.00
4	Shrub - GrowLow Sumac	EA	436	$ 70.00	$ 30,520.00	$ 57.00	$ 24,852.00	$ 75.00	$ 32,700.00	$ 75.00	$ 32,700.00
5	Overstory Tree - Regal Prince Oak	EA	12	$ 500.00	$ 6,000.00	$ 595.00	$ 7,140.00	$ 575.00	$ 6,900.00	$ 650.00	$ 7,800.00
6	Native Seeding, Nurse Crop and BFM	AC	1.4	$ 3,500.00	$ 4,900.00	$ 3,000.00	$ 4,200.00	$ 2,950.00	$ 4,130.00 *	$ 8,500.00	$ 11,900.00
7	Type 2 Seed, Permanent Cool Season Mixture	AC	2.5	$ 3,000.00	$ 7,500.00	$ 2,500.00	$ 6,250.00	$ 950.00	$ 2,375.00	$ 4,000.00	$ 10,000.00
8	Mulching, Bonded Fiber Matrix	AC	4	$ 3,000.00	$ 12,000.00	$ 3,900.00	$ 15,600.00	$ 2,950.00	$ 11,800.00	$ 5,000.00	$ 20,000.00
		TOTAL BASE BID:			**$ 71,520.00**		**$ 66,642.00**		**$ 86,255.00**		**$ 123,000.00**

Notes

* Total Price amount adjusted based on Unit Price provided.



city of Ankeny
bringing it all together

High Trestle Trail Extension - SE Magazine Rd to SE Oralabor Rd

Map is for Locational Purposes Only.

W S N E

1 in = 600 ft

Date: 2/25/2020

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

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 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (811 NW 37th Court - Dabrowska aka Perry)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Sylwia Dabrowska, aka Sylwia Perry at 811 NW 37th Court to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the temporary construction easement is $1,075.00. The cost for the temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North 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 Sylwia Dabrowska, aka Sylwia Perry at 811 NW 37th Court to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT 811 NW 37TH COURT FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Sylwia Dabrowska, aka Sylwia Perry at 811 NW 37th Court to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North 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 36th Street Widening – NW Ash Drive to North 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 Sylwia Dabrowska, aka Sylwia Perry at 811 NW 37th Court.

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 36th Street Widening – NW Ash Drive to North 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 7th day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE TEMPORARY EASEMENT

To Seller: Sylwia Dabrowska, aka Sylwia Perry
811 NW 37th Court
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire a temporary construction 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 $1,075.00, calculated as follows:

Temporary Easement: 1,071 SF x $6.00 / SF (8% x 1.5 years) =		$ 771.12
Expense for legal review		$ 300.00
Total Compensation:	(Rounded Up)	$1,075.00

The City of Ankeny, Iowa will be solely responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project, including, but not limited to, restoring the property subject to the temporary construction easement to the same condition as immediately prior to the project, unless otherwise agreed in writing by the property owner, Sylwia Dabrowska. This includes any costs associated or resulting, whether directly or indirectly, from the City's (or its vendors or contractors) construction and use activities, or any activities ancillary to the construction, use, restoration, or the project in general.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard 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, and will expire after eighteen (18) months commencing on April 01, 2022 and ending on September 30, 2023.

6. Conveyance. Upon payment of the purchase price, Seller shall convey a temporary construction easement on 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 22nd day of December, 2021.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

THIS OFFER IS ACCEPTED on this 28 day of December, 2022.

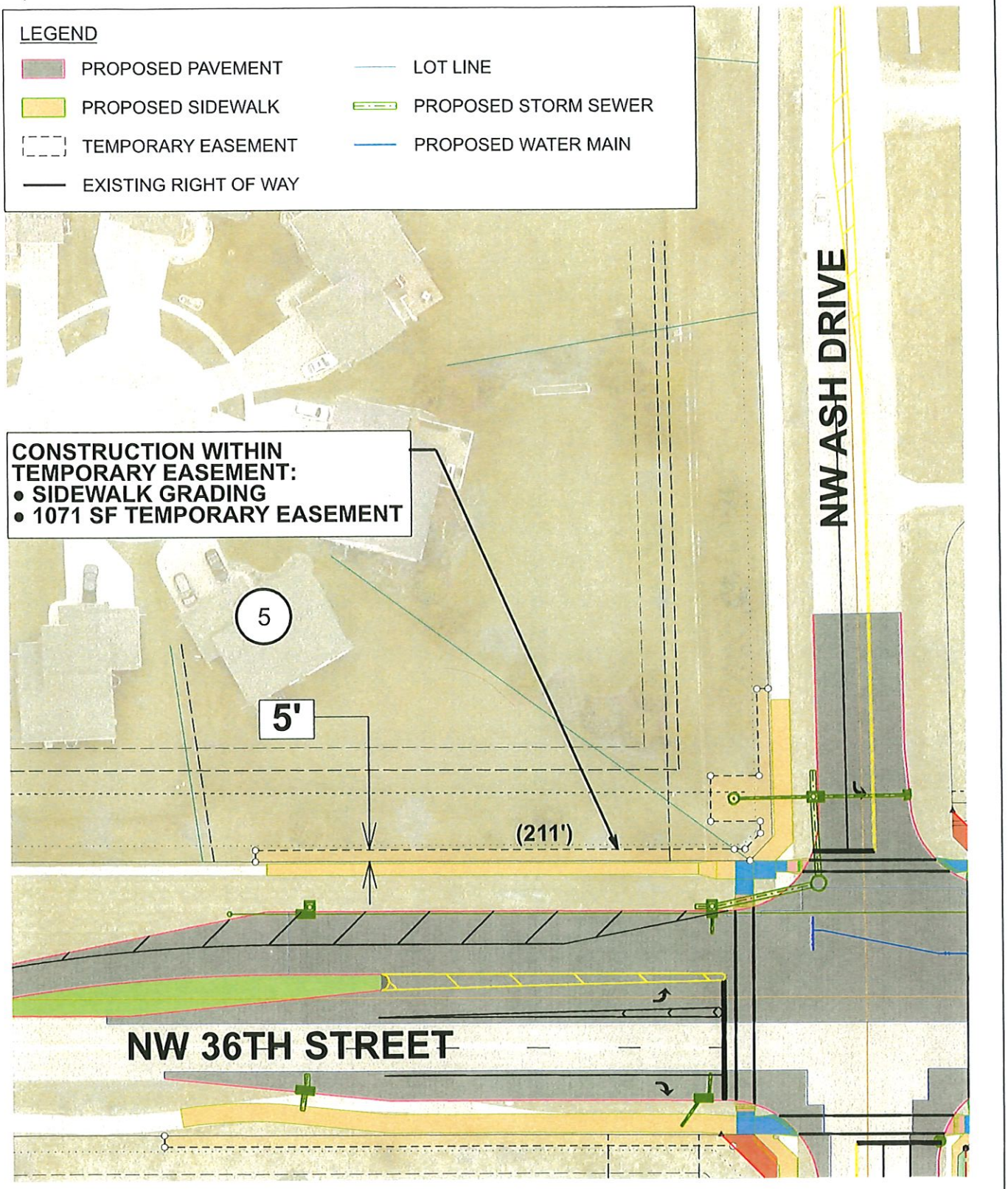
By: Sylwia Dabrowska
Sylwia Dabrowska

By: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
~~Mark Holm~~, Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 5 - SYLWIA DABROWSKA

SCALE:	1"=60'
DATE:	10/26/2021
PROJECT NAME:	NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD
PROJECT #:	120.1005

city of Ankeny
Bringing it all together

N

V8iColorHalfWeightPDF.pltcfg
V:\RefLibrary\CADDStandards\WorkSpace\Standards\Printing\Pen_Tables\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par_5_TCE.dgn
10/28/2021
jsteerner_ORD

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That SYLWIA DABROWSKA, aka Sylwia Perry, (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 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

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. This temporary easement shall not be construed to allow the Grantee to erect any buildings, structures, or facilities of a permanent nature on Grantor's property.

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. The Grantor has sole discretion on whether the described land has been satisfactorily restored. Grantee will not harm, destroy, move, alter, or affect in any way the trees/evergreens on the real property. Any trees/evergreens damaged shall be restored solely at the Grantee's cost. Any replacements shall be of comparable size and variety.

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. Grantor reserves the right to use the temporary easement area for all purposes which are not inconsistent with the rights herein conveyed. The Easement shall be non-exclusive and shall not preclude the Grantor or its contractors of agents from use of the premises.

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.

The City shall at all times have insurance to cover any workers compensation or general liability resulting from its use and activities on the property. Grantor will not be responsible for any claims or lawsuit resulting from the City's (or its vendor's or contractors) use and activities.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 28 day of December, 2021.

Sylwia Dabrowska

Sylwia Dabrowska

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28 day of December, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Sylwia Dabrowska,

___ 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.

BRIAN DEPREZ
Commission Number 736424
My Commission Expires
September 1, 2023

(NOTARY SEAL)

(Sign in Ink)

Brian DePrez (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

✓ INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
___
___
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: ___

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
___
___
___

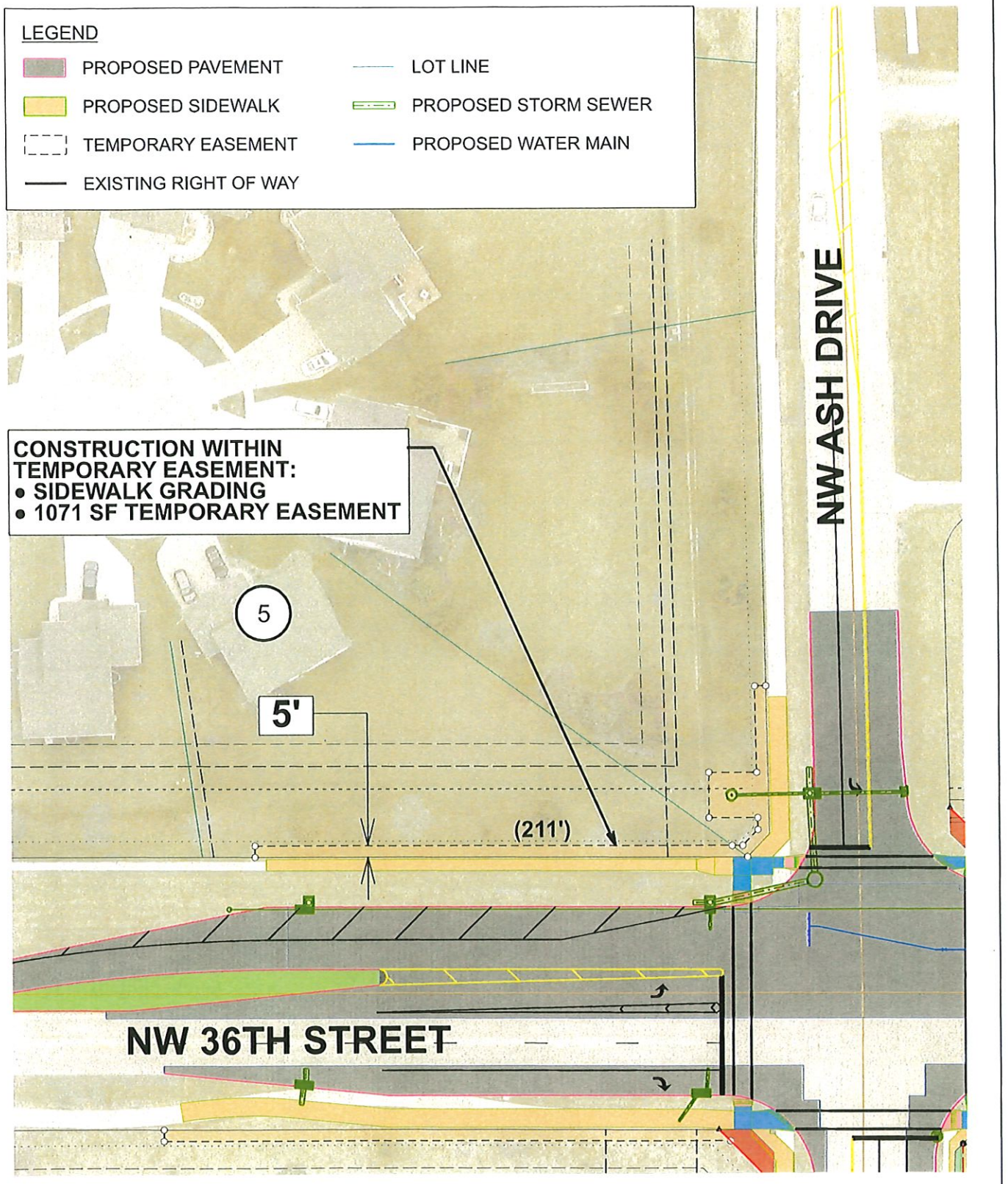
ACCEPTANCE BY CITY

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



PARCEL 5 - SYLWIA DABROWSKA

SCALE:	1"=60'
DATE:	10/26/2021
PROJECT NAME:	NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD
PROJECT #:	120.1005

city of Ankeny
bringing it all together

N

V8iColorHalfWeight\PDF.pltcfg
V:\RefLibrary\CADDStandards\WorkSpace\Standards\Printing\Pen_Tables\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par_5_TCE.dgn
10/28/2021
jstoermer_OPD

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

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 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (807 NW 37th Court - Houghton)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Steven J. Houghton and Traci K. Roberts-Houghton at 807 NW 37th Court to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the temporary construction easement is $595.00. The cost for the temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North 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 Steven J. Houghton and Traci K. Roberts-Houghton at 807 NW 37th Court to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT 807 NW 37TH COURT FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Steven J. Houghton and Traci K. Roberts-Houghton at 807 NW 37th Court to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North 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 36th Street Widening – NW Ash Drive to North 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 Steven J. Houghton and Traci K. Roberts-Houghton at 807 NW 37th Court.

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 36th Street Widening – NW Ash Drive to North 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 7th day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Steven J. Houghton & Traci K. Roberts-Houghton
807 NW 37th Court
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $595.00, calculated as follows:

Temporary Easement:	822 SF x $6.00 / SF (8% x 1.5 years) =	$591.84
Total Compensation:	(Rounded Up)	$595.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard 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, and will expire after eighteen (18) months commencing on April 01, 2022 and ending on September 30, 2023.

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 20th day of December, 2021.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

THIS OFFER IS ACCEPTED on this 24th day of January, 2022.

By: _____
Steven J. Houghton

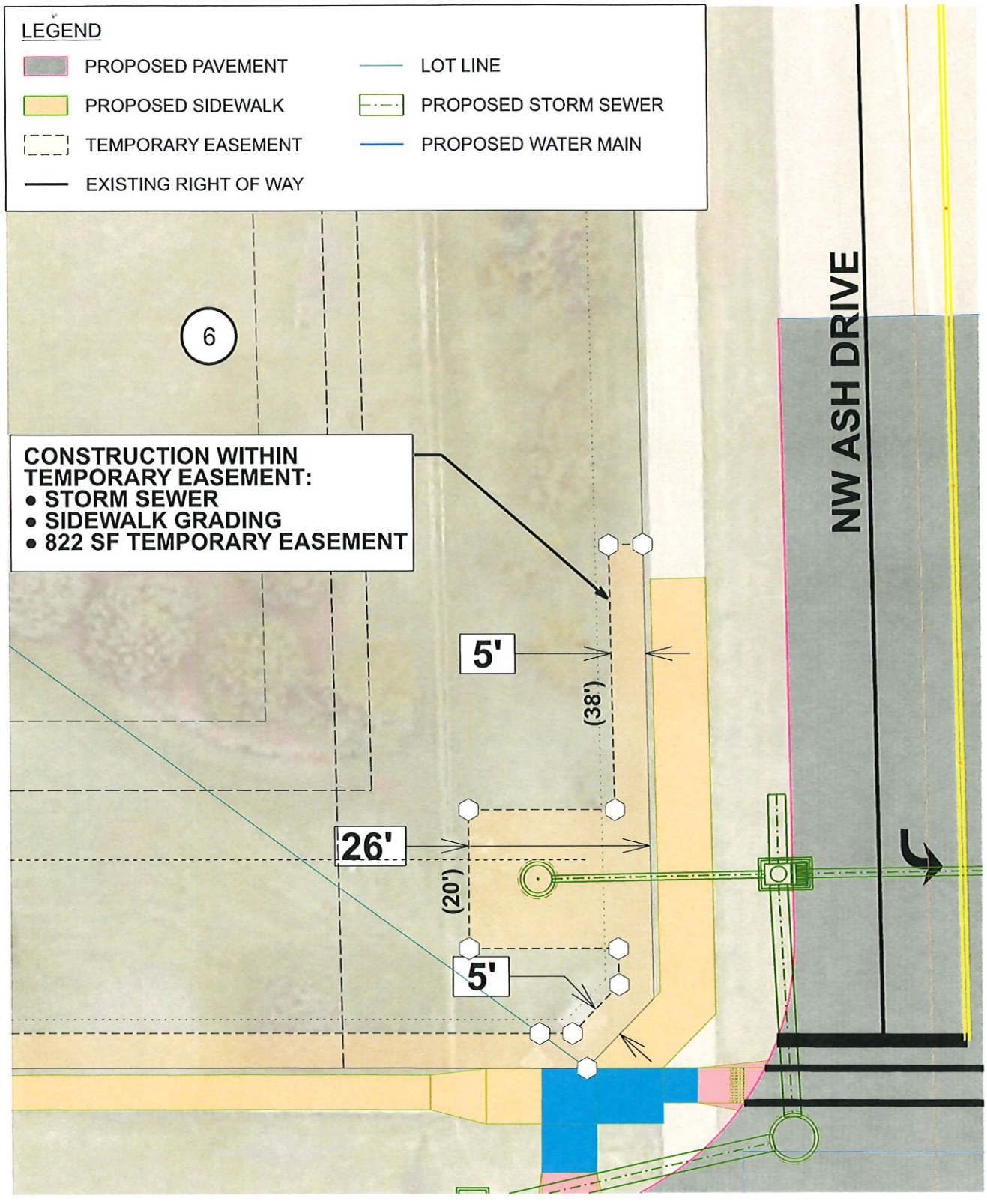
By: _____
Traci K. Roberts-Houghton

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20_____, by Resolution No. _____.

By: _____
~~Mark Holm~~, Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 6 - STEVEN J HOUGHTON

SCALE: 1"=20'

DATE: 10/26/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\Pet\Library\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 6_TCE.dgn
10/26/2021
ltbrn_CPD

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That STEVEN J. HOUGHTON and TRACI K. ROBERTS-HOUGHTON (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 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

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.

Grantee acknowledges the area to be utilized contains sod, irrigation, and transplanted trees at a cost greater than $1000.00. Grantee shall restore said described land to original condition prior to use conveyance, including turf repair utilizing sod with same type/likeness as original sod installed including sod staples, and will repair, if necessary, any erosion, slippage, or sliding of lawn/landscaping that occurs after replacement due to weather or other acts while sod/turf affixes in a permanent state to repaired area. Grantor assumes all responsibility for watering of the sod and keeping it properly maintained once installed. Grantee shall not be responsible for replacement of sod due to lack of water.

Existing irrigation system will be identified with in the easement areas prior to work commencing. The existing irrigation system will be restored on Grantor's property to its pre-project condition, if necessary, by Grantee. Grantee is responsible for Grantor's irrigation system located on the Grantor's property and not within the existing City Right of Way (per City Code 150.09 3).

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. Grantee will not harm, destroy, move, alter, or affect in any way the trees/evergreens on the real property. Any trees/evergreens damaged shall be restored solely at the Grantee's cost, including damages that may occur during time of transplantation of like specimens to lawn from equipment. Any replacements shall be of comparable size and variety, and agreed upon by Grantor

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. Grantor reserves the right to use the temporary easement area for all purposes which are not inconsistent with the rights herein conveyed. The Easement shall be non-exclusive and shall not preclude the Grantor or its contractors or agents from use of the premises.

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.

Grantee shall at all times have insurance to cover any workers compensation and/or general liability resulting from its use and activities on the property. Grantor will not be responsible for any claims or lawsuits resulting from the Grantee's (or its contractors or agents) use and activities.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 24 day of January, 20 22.

Steven J. Houghton

Traci K. Roberts-Houghton

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN HOUGHTON & TRACI HOUGHTON,

___ 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

BRIAN DEPREZ
Commission Number 736424
My Commission Expires
September 1, 2023

_____ (Sign in Ink)

Brian DePrez (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

✓ INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
_____
_____
_____

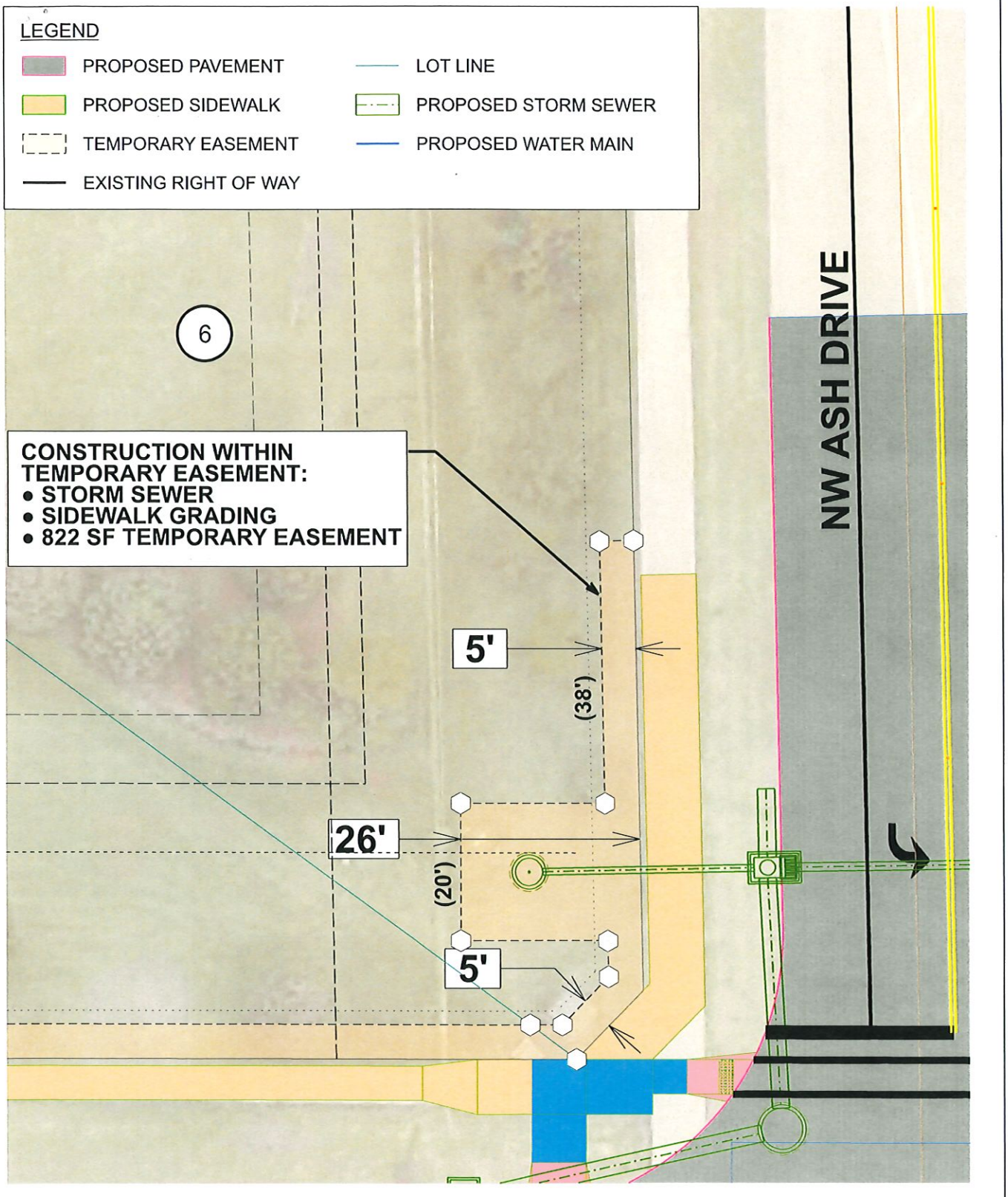
ACCEPTANCE BY CITY

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



PARCEL 6 - STEVEN J HOUGHTON

SCALE: 1"=20'

DATE: 10/26/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\PelLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\POWAcquisition\Par_6_TCE.dgn
10/26/2021
lbrw_OPD

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? 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 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (460 NW 36th Street - OSPC Ankeny Real Estate, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from OSPC Ankeny Real Estate, LLC at 460 NW 36th Street to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the temporary construction easement is $1,525.00. The cost for the temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North 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 OSPC Ankeny Real Estate, LLC at 460 NW 36th Street to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT 460 NW 36TH STREET FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by OSPC Ankeny Real Estate, LLC at 460 NW 36th Street to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North 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 36th Street Widening – NW Ash Drive to North 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 OSPC Ankeny Real Estate, LLC at 460 NW 36th Street.

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 36th Street Widening – NW Ash Drive to North 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 7th day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: OSPC Ankeny Real Estate, LLC
699 Walnut Street, Suite 1600
Des Moines, IA 50309

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $1,525.00, calculated as follows:

Temporary Easement:	1,360 SF x $14.00 / SF (8%) =	$1,523.20
Total Compensation:	(Rounded Up)	$1,525.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard 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 26th day of October, 2021.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

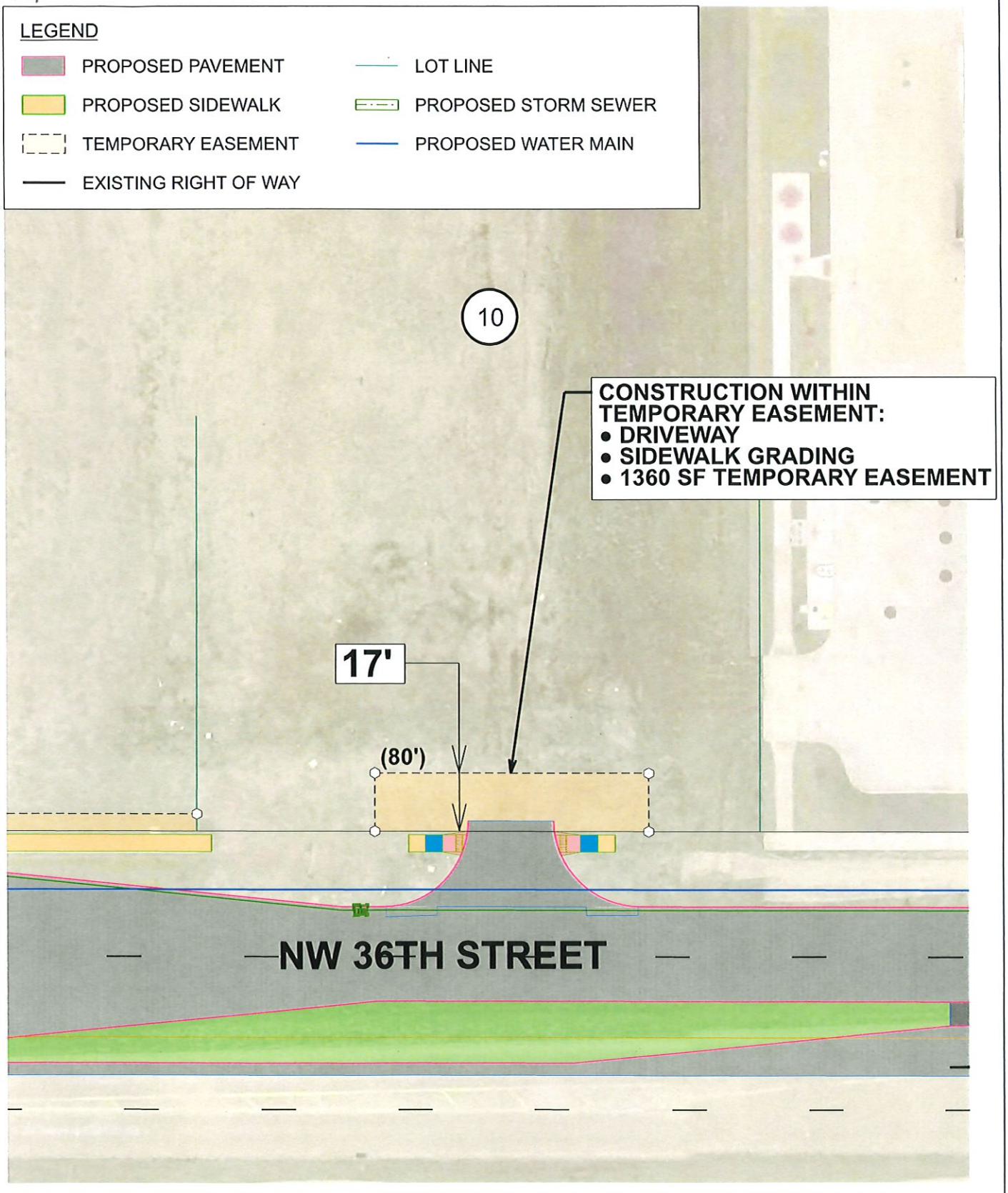
THIS OFFER IS ACCEPTED on this 13 day of December, 2021.

By: _____
Scott A. Johnston Owner
Print Name / Title

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
~~Gary Lorenz~~, Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 10 - OSPC ANKENY REAL ESTATE LLC

city of Ankeny bringing it all together	N	PROJECT NAME: NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD	SCALE: 1"=40' DATE: 10/26/2021 PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\PetLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default
V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 10_TCE.dgn
10/26/2021
Hern_OFD

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That OSPC ANKENY REAL ESTATE, LLC (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement 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 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

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 13th day of December, 20 21.

Signed

Scott A. Johnson - Owner
Print Name and Title

Signed

John D. Janulewicz - Owner
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 13 day of December, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott A Johnson, John D Janulewicz,

✓ 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.

(SEAL) Justine Wolfe (Sign in Ink)
Justine Wolfe (Print Name)

JUSTINE WOLFE
Commission Number 176046
My Commission Expires
4-16-24

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

- ___ INDIVIDUAL
- ___ CORPORATE
  Title(s) of Corporate Officer(s)
  _____
  _____
  ___ Corporate Seal is affixed
  ___ No Corporate Seal procured
- ___ PARTNER(s):
  ___ Limited Partnership
  ___ General Partnership
- ___ ATTORNEY-IN-FACT
- ___ EXECUTOR(s) or TRUSTEE(s)
- ___ GUARDIAN(s) or CONSERVATOR(s)
- ___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
_____
_____
_____

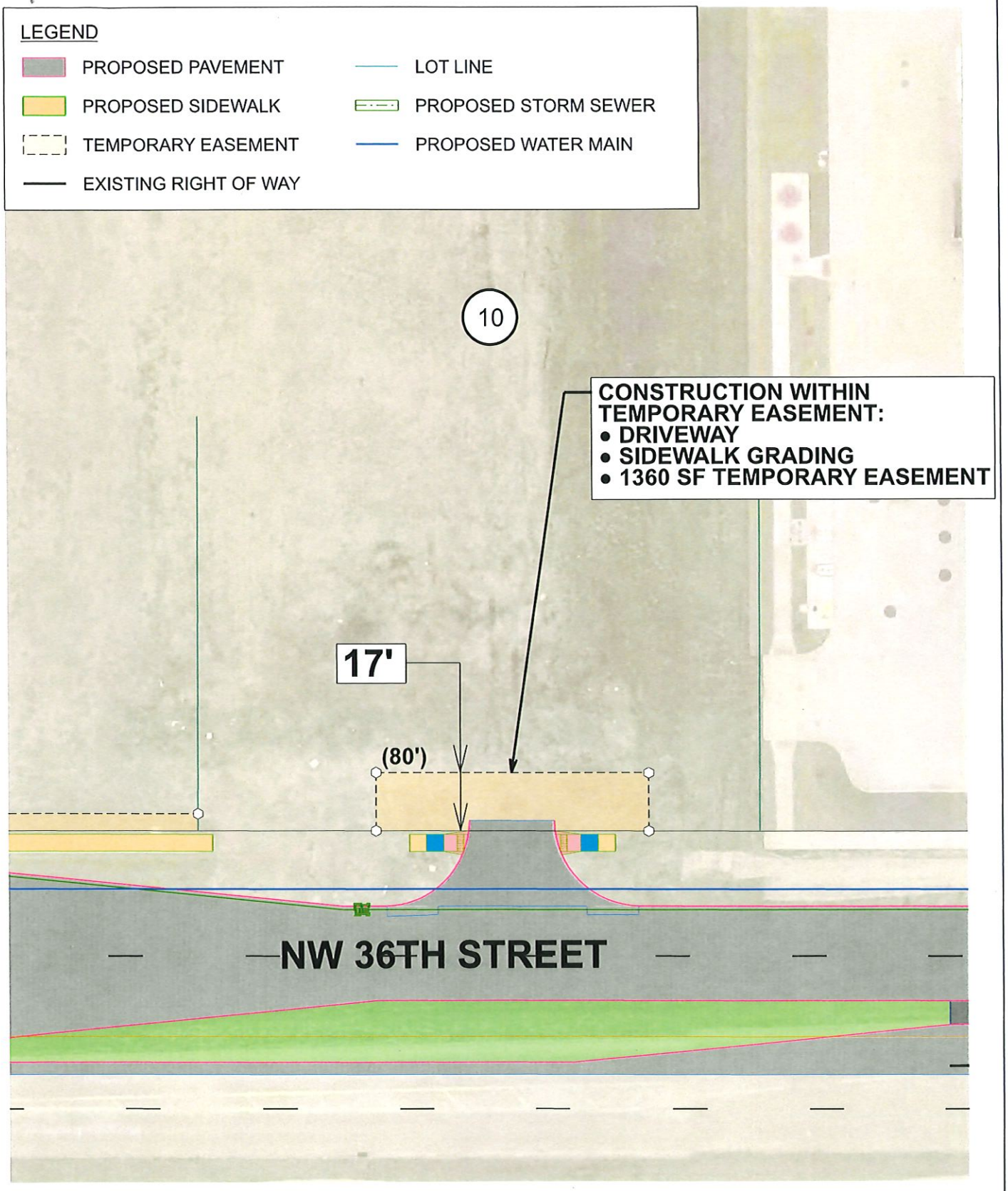
ACCEPTANCE BY CITY

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



PARCEL 10 - OSPC ANKENY REAL ESTATE LLC

SCALE: 1"=40'

DATE: 10/26/2021

PROJECT NAME: NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\PelLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.ttl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 10_TCE.dgn
10/26/2021
Mark_OFD

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? 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 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (240 NW 36th Street - Forselles II Partners, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Forselles II Partners, LLC at 240 NW 36th Street to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the temporary construction easement is $3,080.00. The cost for the temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North 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 Forselles II Partners, LLC at 240 NW 36th Street to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT 240 NW 36TH STREET FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Forselles II Partners, LLC at 240 NW 36th Street to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North 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 36th Street Widening – NW Ash Drive to North 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 Forselles II Partners, LLC at 240 NW 36th Street.

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 36th Street Widening – NW Ash Drive to North 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 7th day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Forselles II Partners, LLC
Attn: Kathy Narum
3565 Streamside Circle
Pleasanton, CA 94588-4174

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $3,080.00, calculated as follows:

Temporary Easement: 1,815 SF x $14.00 / SF (8% x 1.5 years) =		$3,049.20
Notary Fee		$ 30.00
Total Compensation:	(Rounded Up)	$3,080.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard 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, and will expire after eighteen (18) months commencing on April 01, 2022 and ending on September 30, 2023.

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.

10. City Contractors. No City Contractors shall be allowed to park on Seller's property outside of the Temporary Construction Easement at any time during construction of the project.

11. Landscaping. Should any of the exiting landscaping be damaged or destroyed due to work completed by this project, the City will be responsible for replacing in kind the affected landscaping.

Dated at Ankeny, Iowa, this 6th day of January, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

THIS OFFER IS ACCEPTED on this 7th day of Jan, 2022.

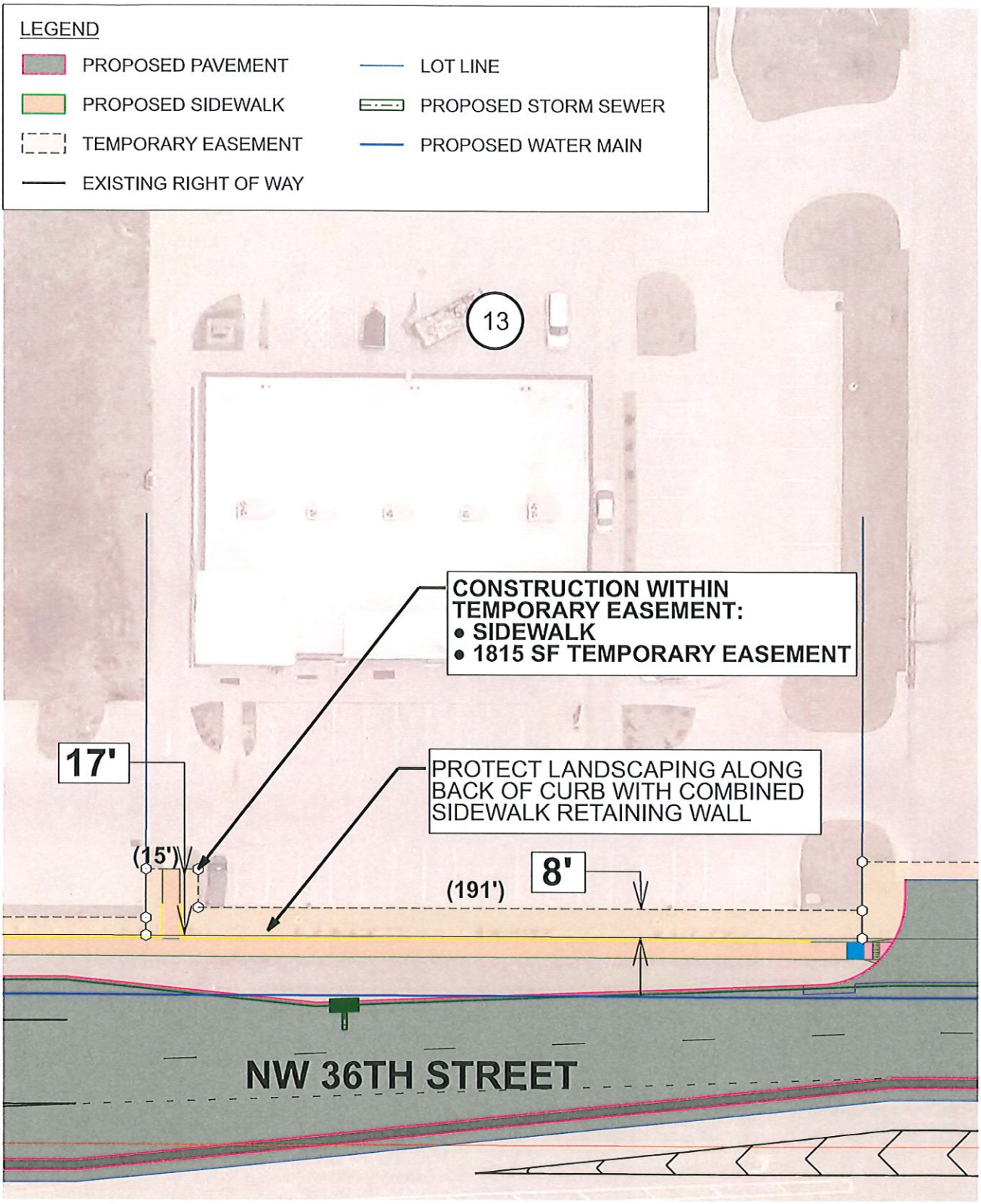
By: _____

Katherine A. Harum
Print Name / Title
Managing Partner

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 2022, by Resolution No. _____.

By: _____
~~Gary Lorenz~~, Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 13 - FORSELLES II PARTNERS LLC

city of Ankeny bringing it all together	N	PROJECT NAME: NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD	SCALE: 1"=40' DATE: 10/26/2021 PROJECT #: 120.1005

V8iColorHalfWeight\PDF.pltcfg
V:\Ref Library\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default
V:\Projects\2020\120.1005.01\Design\ROW\Acquisition\Par 13_TCE.dgn
10/26/2021
kbrix_ORD

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That FORSELLES II PARTNERS, LLC (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement 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 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

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 7 day of Jan, 2022.

Signed

Katherine A Narum
Print Name and Title
Managing Partner

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF CA }
COUNTY OF Alameda } ss:

On this 7th day of January, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Katherine A. Narum,

___ 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)

Maria J. Diaz (Print Name)

Notary Public in and for the State of CA

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
_____
_____
_____

MARIA J. DIAZ
COMM. #2229379
Notary Public - California
Alameda County
My Comm. Expires Feb. 22, 2022
NRO1

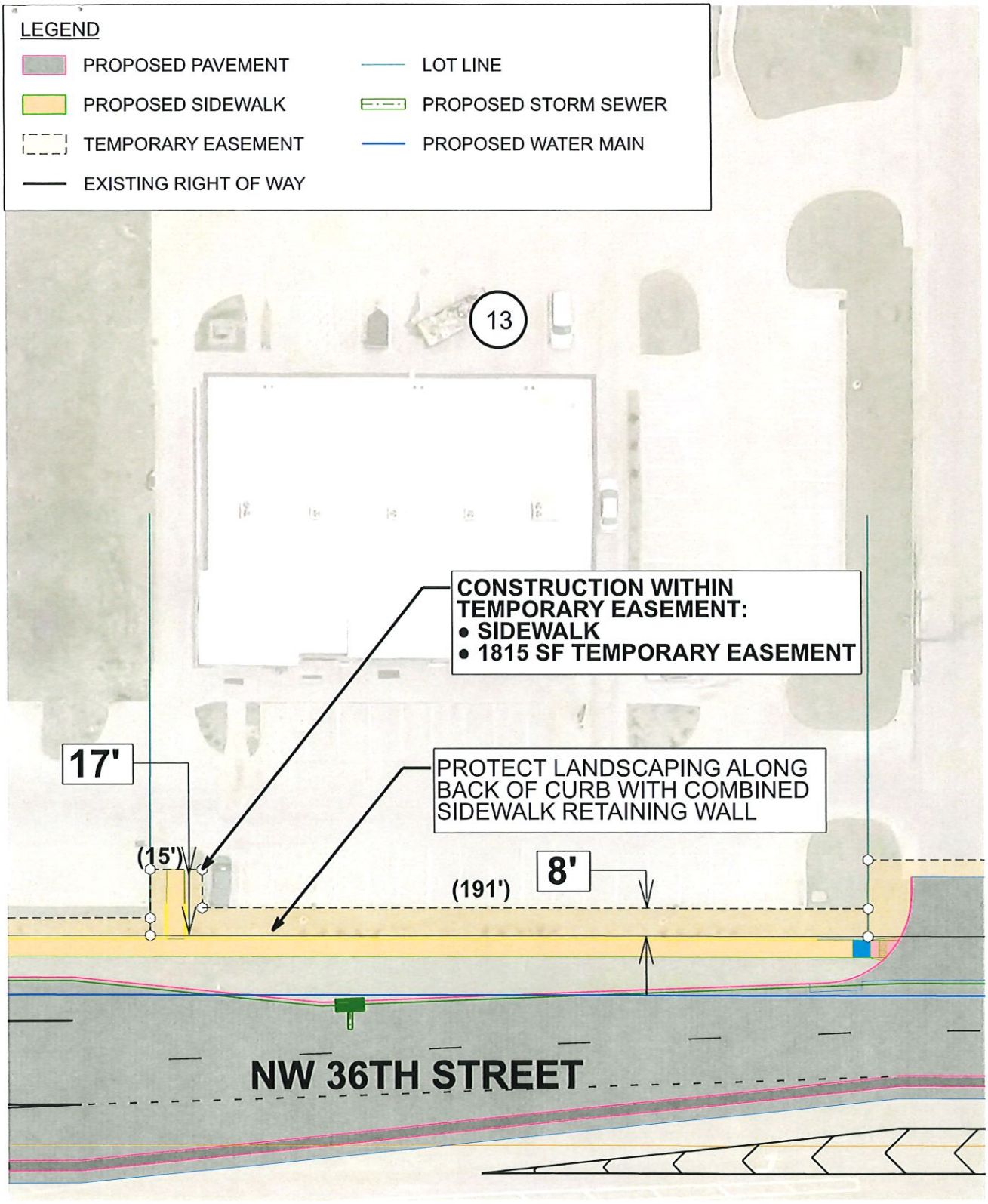
ACCEPTANCE BY CITY

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



PARCEL 13 - FORSELLES II PARTNERS LLC

SCALE: 1"=40'

DATE: 10/26/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeight.PDF.pltcfg
V:\PetLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 13_TCE.dgn
10/26/2021
bbrw_OPD

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? 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 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (120 NW 36th Street - CF Investors, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from CF Investors, LLC at 120 NW 36th Street to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the temporary construction easement is $2,220.00. The cost for the temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North 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 CF Investors, LLC at 120 NW 36th Street to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT 120 NW 36TH STREET FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by CF Investors, LLC at 120 NW 36th Street to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North 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 36th Street Widening – NW Ash Drive to North 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 CF Investors, LLC at 120 NW 36th Street.

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 36th Street Widening – NW Ash Drive to North 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 7th day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: CF Investors, LLC
350 E. Locust Street, Apt 500
Des Moines, IA 50309

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $2,220.00, calculated as follows:

Temporary Easement:	1,540 SF x $18.00 / SF (8%) =	$2,217.60
Total Compensation:	(Rounded Up)	$2,220.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard 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 26th day of October, 2021.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

THIS OFFER IS ACCEPTED on this 15th day of December, 2021.

By: _____

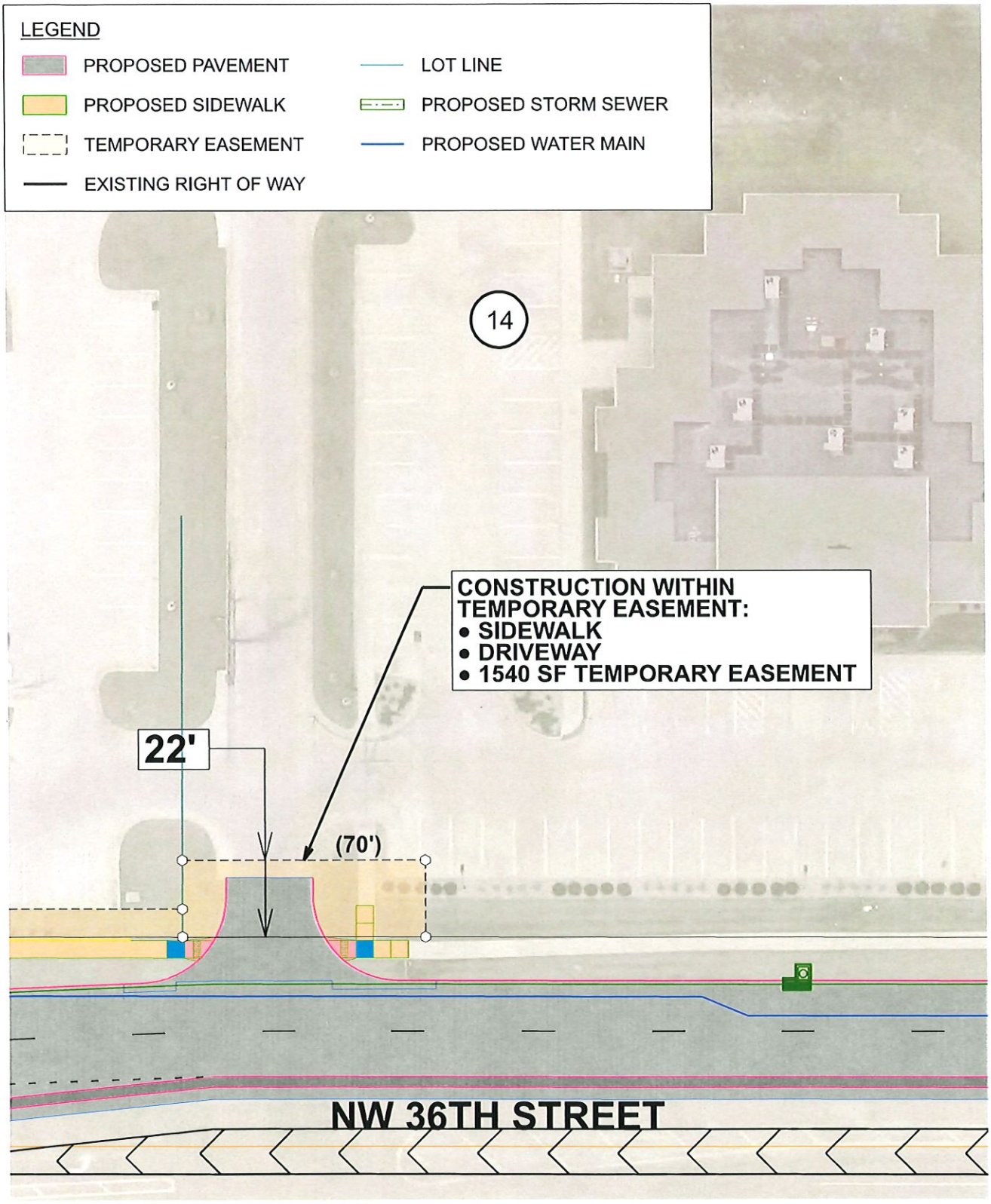
Paul D. Hayes President
Print Name / Title

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20_____, by Resolution No. _____.

By: _____
~~Gary Lorenz,~~ Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 14 - CF INVESTORS LLC

SCALE: 1"=40'

DATE: 10/26/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\Pet\Library\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 14_TCE.dgn
10/26/2021
Library_OPD

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That CF INVESTORS, LLC (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement 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 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

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 15th day of December, 20 21.

Signed

Paul D. Hayes, President
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 15 day of Dember, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul D. Hayes,

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) Danelle England (Sign in Ink)

Danelle England (Print Name)

Notary Public in and for the State of Iowa

DANELLE ENGLAND
NOTARIAL SEAL - STATE OF IOWA
COMMISSION NUMBER 746478
MY COMMISSION EXPIRES 2/20/25

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Paul D. Hayes
___ 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)

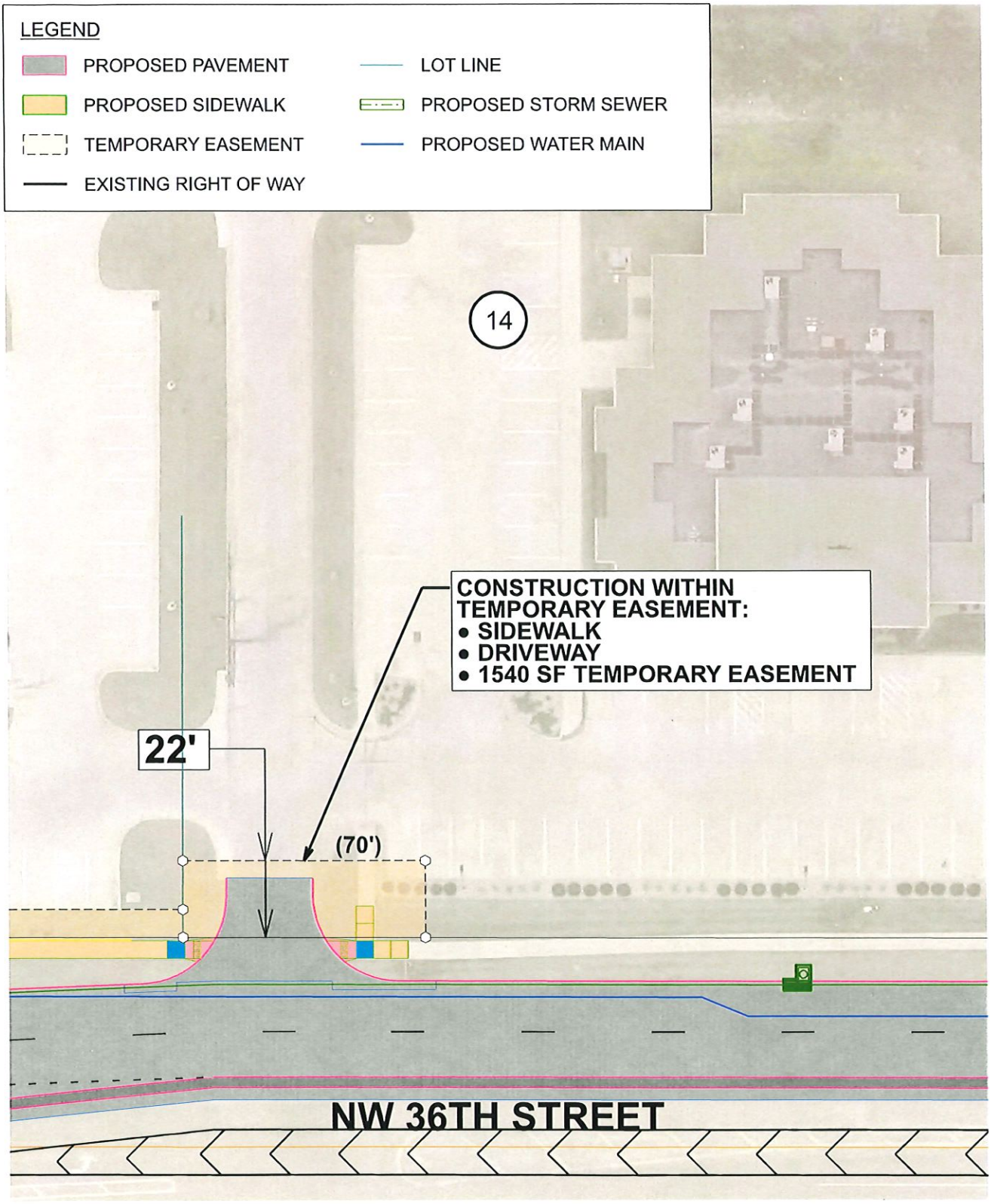
ACCEPTANCE BY CITY

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



PARCEL 14 - CF INVESTORS LLC

SCALE: 1"=40'

DATE: 10/26/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DR TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\PetLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 14_TCE.dgn
10/26/2021
ltrn_OPD

??

city of Ankeny
bringing it all together®

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? 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 permanent sidewalk easement and temporary construction easement for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa. (Piper Properties Plat 2 Condominiums - Harvester Land Holdings, L.C.)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent sidewalk easement and temporary construction easement from Harvester Land Holdings, L.C. at Piper Properties Plat 2 to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project.

FISCAL IMPACT: **??Yes**

The total compensation for the permanent sidewalk easement and temporary construction easement is $5,840.00. The cost for the permanent sidewalk easement and temporary construction easement is part of the project costs for the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting permanent sidewalk easement and temporary construction easement from Harvester Land Holdings, L.C. at Piper Properties Plat 2 to facilitate the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Permanent Sidewalk Easement
Temporary Construction Easement

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AT PIPER PROPERTIES PLAT 2 FOR THE NW 36TH STREET WIDENING – NW ASH DRIVE TO NORTH ANKENY BOULEVARD PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that permanent sidewalk easement and temporary construction easement be granted by Harvester Land Holdings, L.C. at Piper Properties Plat 2 to facilitate the construction of the NW 36th Street Widening – NW Ash Drive to North Ankeny Boulevard project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent sidewalk easement and temporary construction easement necessary for the construction of the NW 36th Street Widening – NW Ash Drive to North 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 permanent sidewalk easement and temporary construction easement from Harvester Land Holdings, L.C. at Piper Properties Plat 2.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Sidewalk Easement, and Temporary Construction Easement for the completion of the NW 36th Street Widening – NW Ash Drive to North 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 7th day of February, 2022.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Harvester Land Holdings, L.C.
4611Mortensen Road, Ste 106
Ames, IA 50014

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $5,840.00, calculated as follows:

Permanent Easement:	655 SF x $8.00 / SF =	$5,240.00
Temporary Easement:	935 SF x $8.00 / SF (8%) =	$ 598.40
Total Compensation:	(Rounded Up)	$5,840.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NW 36th Street Widening – NW Ash Drive to N Ankeny Boulevard 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 26th day of October, 2021.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Brian DePrez, Snyder & Associates

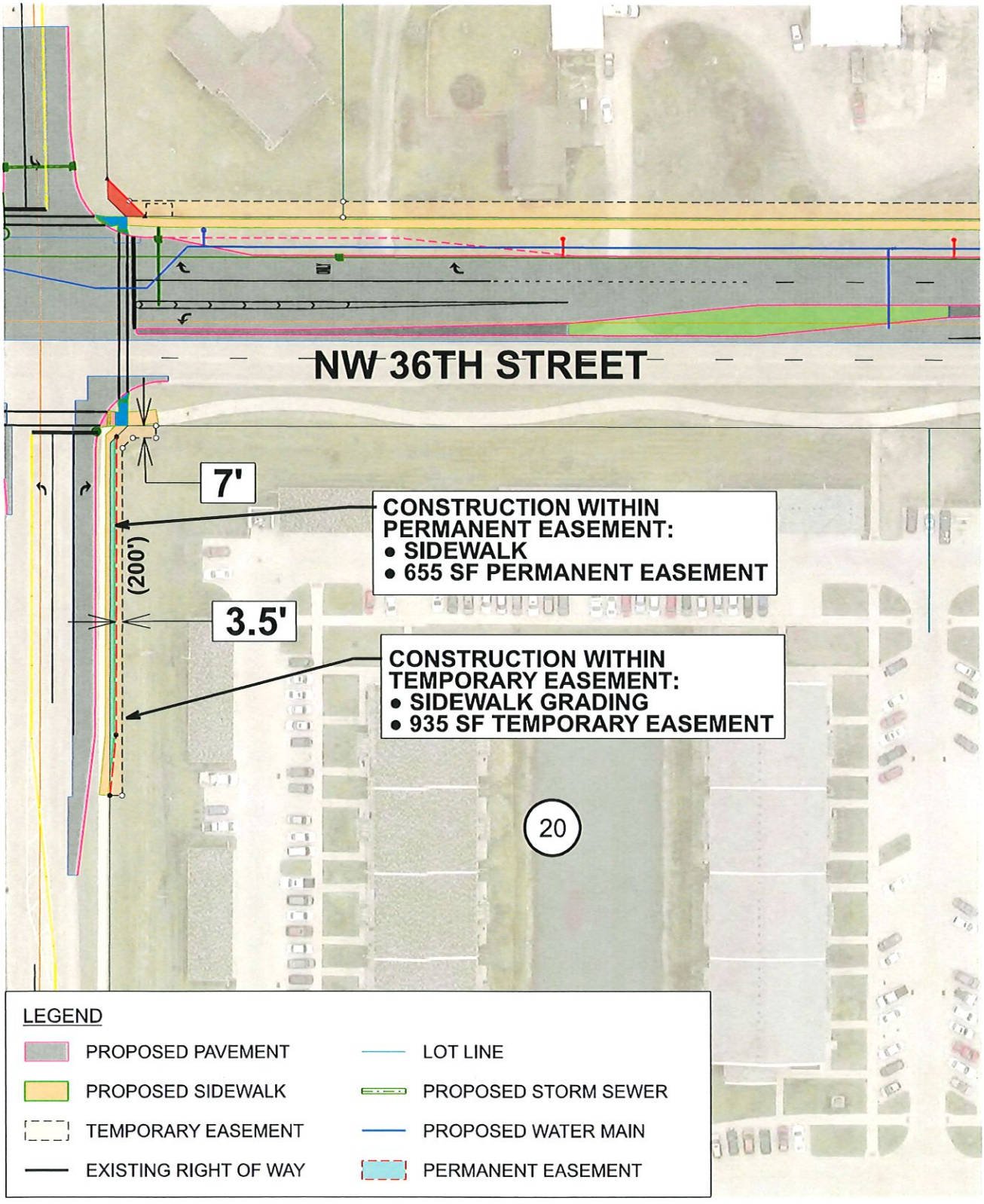
THIS OFFER IS ACCEPTED on this 27 day of DECEMBER, 20 21.

By: Dickson D. Jensen
Signed
Dickson D Jensen
Print Name and Title

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
~~Gary Lorenz~~, Mayor
Mark E. Holm

Attest: _____
Denise L. Hoy, City Clerk



PARCEL 20 - HARVESTER LAND HOLDINGS LC

SCALE: 1"=80'

DATE: 10/25/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING - NW ASH DRIVE TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeightPDF.pltcfg
V:\PefLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 20_TCE.dgn
10/25/2021
Mbrn_OPD

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 SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Sidewalk Easement ("Easement") is entered into this 27 day of Dec., 20 21, by and between HARVESTER LAND HOLDINGS, L.C. (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent sidewalk easement under, through, and across the following described real estate:

A PART OF LOT 1, PIPER PROPERTIES PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 45° 41' 47" EAST ALONG THE NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 4.91 FEET; THENCE SOUTH 00° 12' 43" WEST, 172.65 FEET; THENCE SOUTH 06° 21' 37" WEST, 32.68 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00° 12' 43" EAST ALONG SAID WEST LINE, 201.70 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 655 SQUARE FEET OR 0.02 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

See Attached Permanent Easement Plat

That said 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 SIDEWALK 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, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other 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 for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

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.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 27 day of Dec, 2021.

Dickson D Jens
Signed

Dickson D. Jenson, Manager
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Story } ss:

On this 27th day of December, A.D. 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Dickson D. Jenson,

✓ 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)

Erin Charter (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
✓ CORPORATE
Title(s) of Corporate Officer(s)
L.L.C. 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)
Harvester Land Holdings L.C.

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

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1, PIPER PROPERTIES PLAT 2
SECTION 11-80-24
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

EASEMENT DESCRIPTION

A PART OF LOT 1, PIPER PROPERTIES PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 45° 41' 47" EAST ALONG THE NORTHWEST LINE OF SAID LOT 1, A DISTANCE OF 4.91 FEET; THENCE SOUTH 00° 12' 43" WEST, 172.65 FEET; THENCE SOUTH 06° 21' 37" WEST, 32.68 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00° 12' 43" EAST ALONG SAID WEST LINE, 201.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (655 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

OCTOBER 29, 2020

OWNER

HARVESTER LAND HOLDINGS
4611 MORTENSEN RD., STE 106
AMES, IOWA 50014

BASIS OF BEARING

THE WEST LINE OF LOT 1 OF PIPER PROPERTIES PLAT 2 IS ASSUMED TO BEAR NORTH 0° 12' 43" EAST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		
Yellow Plastic Cap	YPC	

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
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.

Terry Coady 10-26-2021

Terry Coady, PLS — Date

License Number 18643

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:
Sheets 1 and 2

NW 36th STREET WIDENING - NW ASH DRIVE TO N ANKENY BLVD

PARCEL 20 - HARVESTER LAND HOLDINGS, LC

SNYDER & ASSOCIATES, INC.
Engineers and Planners

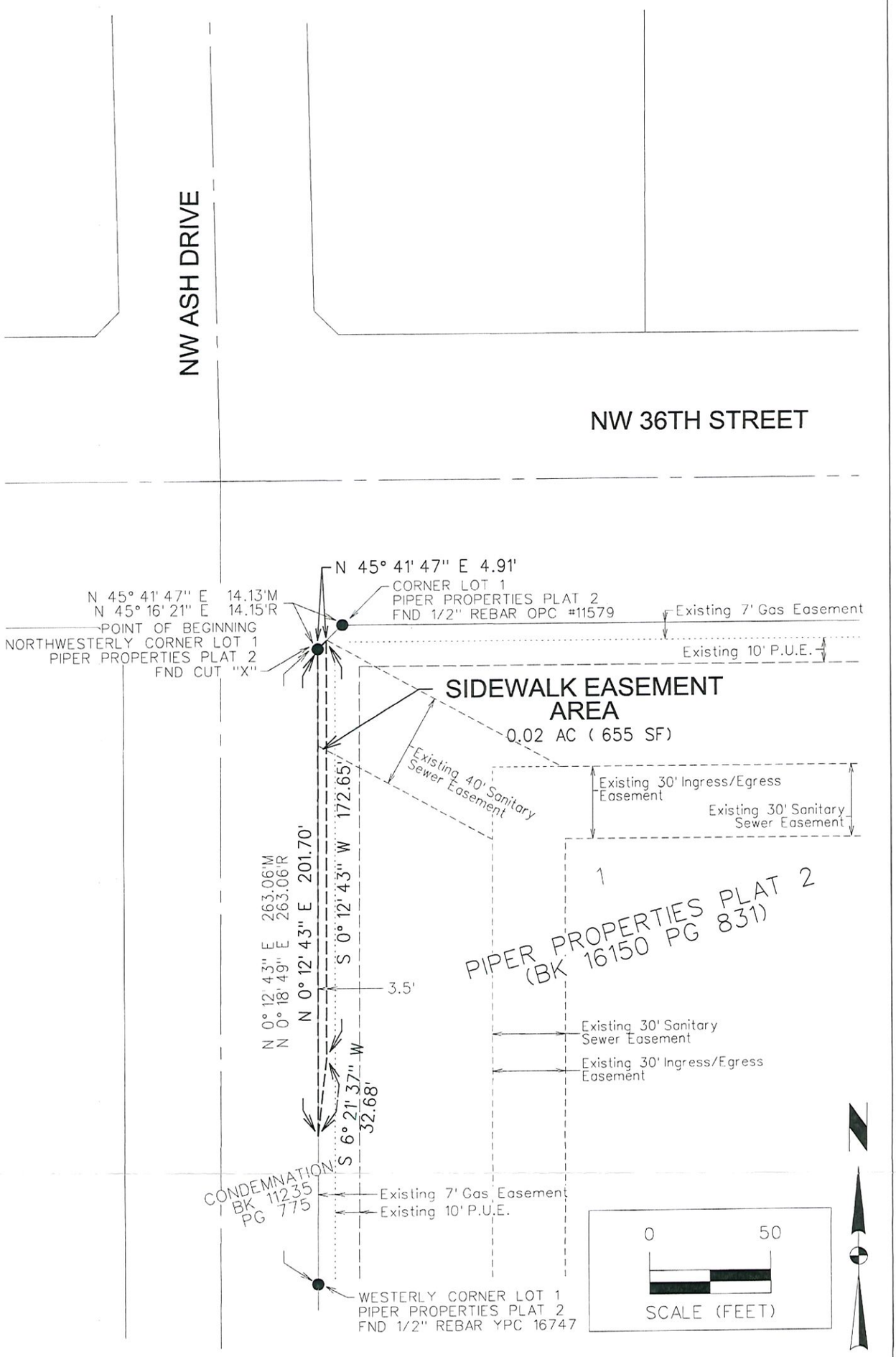
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 120.1005
FBK: Bk 1232A, Pg 7
DATE: 08-30-21
PM/TECH: TLC/SLG

DirectBWHalfWeight.pltcfg
V:\ReNLibrary\CADDStandards\WorkSpace\Standards\Printing\Pen_Tables\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Parcel 20\1201005_PRCL_20_ESMT.dgn
10/26/2021
tlcoady

EASEMENT PLAT



NW 36th STREET WIDENING - NW ASH DRIVE TO N ANKENY BLVD

PARCEL 20 - HARVESTER LAND HOLDINGS, LC

SHEET	2 OF 2
PN:	120.1005
FBK:	Bk 1232A, Pg 7
DATE:	08-30-21
PM/TECH:	TLC/SLG

SNYDER & ASSOCIATES, INC.
Engineers and Planners
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

DirectBWHalfWeight.pltcfg
V:\Ref_library\CADDStandards\WorkSpace\Standards\Printing\Pen_Tables\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Parcel 20\1201005_PRCL_20_ESMT.dgn
10/26/2021
tleady

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That HARVESTER LAND HOLDINGS, L.C. (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 36th STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD

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 29 day of December, 20 21.

Dickson D Jensen
Signed

Dickson D. Jensen, manager
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Story } ss:

On this 27th day of December, A.D. 20 21, before me, the undersigned, a Notary Public in and for said State, personally appeared Dickson D. Jensen,

✓ 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)

Erin Charter (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

___ INDIVIDUAL
✓ CORPORATE
Title(s) of Corporate Officer(s)
L.L.C. 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)
Harvester Land Holdings L.C.

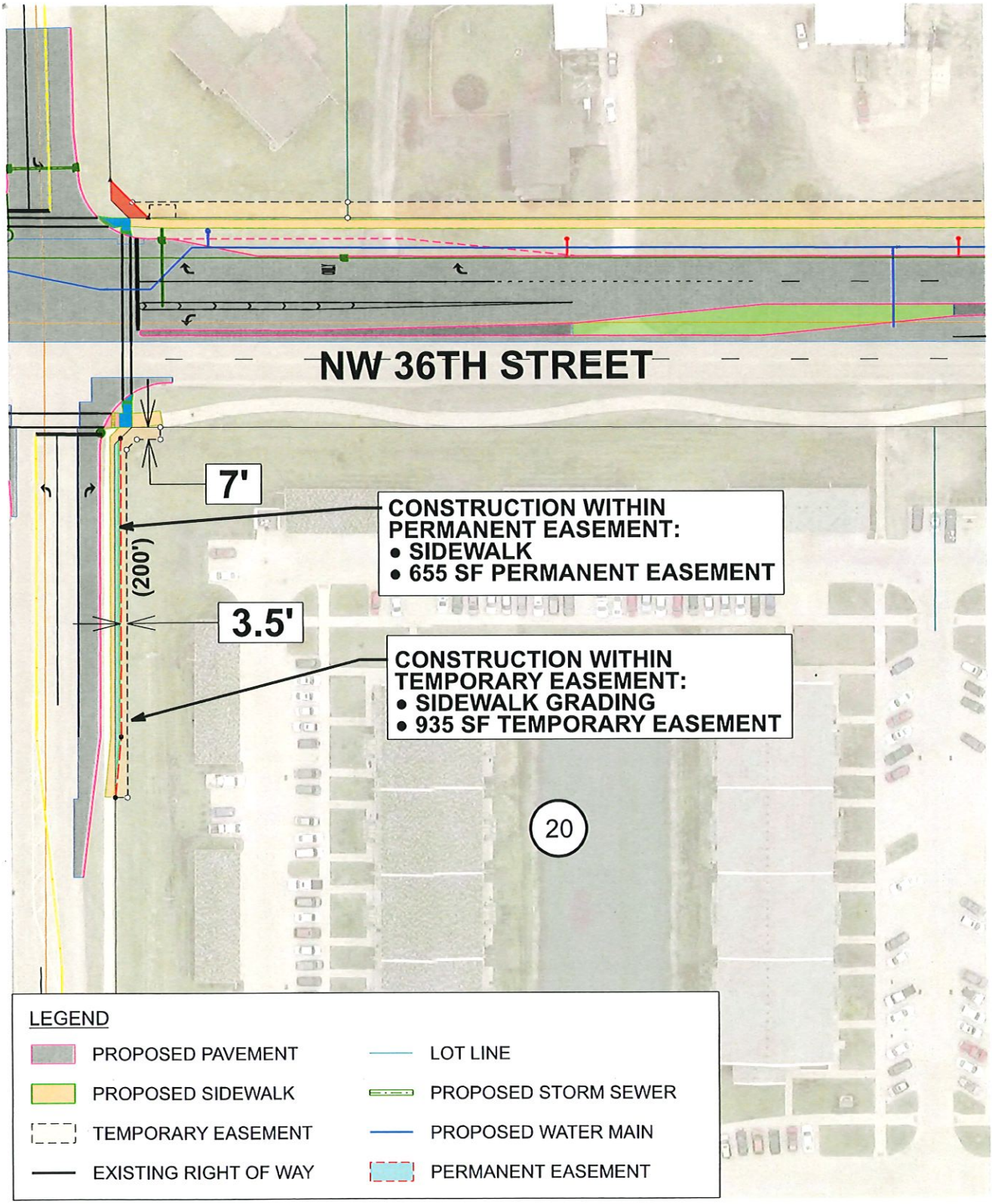
ACCEPTANCE BY CITY

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



PARCEL 20 - HARVESTER LAND HOLDINGS LC

SCALE: 1"=80'

DATE: 10/25/2021

city of Ankeny
bringing it all together

N

PROJECT NAME:
NW 36TH STREET WIDENING -
NW ASH DRIVE TO N ANKENY BLVD

PROJECT #: 120.1005

V8iColorHalfWeight\PDF.pltcfg
V:\PetLibrary\CADDStandards\Bentley\Organization & Standards\Common\pltcfg\Print_Drivers\date.tbl
Default

V:\Projects\2020\120.1005.01\Design\ROWAcquisition\Par 20_TCE.dgn
10/25/2021
Iterm_OPD

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving construction contract and bond with Gingerich Well & Pump Service, LLC of Kalona, Iowa, in the amount of $3,234,033.00 for the Well #7 - ASR #3 - Bid Package 1 - Well Construction project.

EXECUTIVE SUMMARY:

This action is to complete the process of accepting the contract and bond from Gingerich Well & Pump Service, LLC for the construction of the well for ASR #3 in the amount of $3,234,033.00. The public hearing for this project was January 18, 2022 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**

This project is included in the current Capital Improvement Program with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that Council take the following action:

Approve Resolution, approving contract and bonds with Gingerich Well & Pump Service, LLC in the amount of $3,234,033.00

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 6, 2021: The City Council approved a Resolution ordering construction and setting the bid opening date as January 11, 2022, and setting the public hearing date as January 18, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - approving contract
Contract & Bond

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE WELL NO. 7 / ASR NO. 3 - BID PACKAGE 1 - WELL CONSTRUCTION", 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 WELL NO. 7 / ASR NO. 3 - BID PACKAGE 1 - WELL CONSTRUCTION

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 Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction, 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:	**Gingerich Well & Pump Service LLC**	of	**Kalona, Iowa**
Amount of bid:	**$3,234,033.00**		
Bond surety:	**Holmes, Murphy & Associates, LLC**		
Date of bond:	**February 7, 2022**		
Portion of project:	All construction work		

PASSED AND APPROVED this **7th** day of **February**, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Contract Documents

for

Well No. 7 / ASR No. 3
Bid Package 1
Well Construction

Prepared for:

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

city of Ankeny
bringing it all together

Prepared by:

FOX engineering

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the **City of Ankeny** ("Owner") and **Gingerich Well & Pump Service, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Construction of one aquifer storage and recovery well, including drilling, casing, grouting, mechanical integrity pressure testing, cement bond log, well development, test pumping, water quality testing, video record, disinfection, and other items as detailed in the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Well No. 7 / ASR No. 3 – Bid Package 1 – Well Construction, City of Ankeny, Ankeny, Iowa, 2021.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained FOX Strand, Inc. 414 South 17th Street, Suite 107, Ames, Iowa 50010 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by FOX Strand, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 1, 2022**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 8, 2022**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,000** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

ITEM NO.	BID ITEMS AND QUANTITIES	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
1	Mobilization/Demobilization	LS	1	$375,000.00	$375,000.00
2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$25,000.00	$25,000.00
3	Well Water Pollution Prevention Plan (WWPPP)	LS	1	$105,000.00	$105,000.00
4	Drilled Hole & Surface Casing	LF	344	$565.00	$194,360.00
5	22" Drilled Hole	LF	1794	$355.00	$636,870.00
6	Ream 22" Drilled Hole to 28" Drilled Hole	LF	473	$565.00	$267,245.00
7	24" Well Casing	LF	817	$310.00	$253,270.00
8	18" Well Casing	LF	1321	$248.00	$327,608.00
9	Grouting Set-Up & Removal	LS	2	$45,000.00	$90,000.00
10	Grout Casing	Sacks	2,700	$42.00	$113,400.00
11	Mechanical Integrity Pressure Testing	LS	1	$20,000.00	$20,000.00
12	16" Drilled Hole	LF	332	$315.00	$104,580.00
13	Cement Bond Log	LS	1	$25,000.00	$25,000.00
14	Well Development Set-Up & Removal	LS	1	$43,000.00	$43,000.00
15	Well Development	HRS	48	$525.00	$25,200.00

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

16	Production Pump Test Set-Up & Removal	LS	1	$120,000.00	$120,000.00
17	Well Production Pump Test	HRS	72	$500.00	$36,000.00
18	Water Quality Testing	LS	1	$5,000.00	$5,000.00
19	Video Record of Completed Well	LS	1	$3,500.00	$3,500.00
20	Well Disinfection	LS	1	$10,000.00	$10,000.00
21	Site Work and Restoration	LS	1	$354,000.00	$354,000.00
22	Noise Control (Allowance)	LS	1	$100,000.00	$100,000.00

TOTAL BASE BID AMOUNT **$ 3,234,033.00**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **first council meeting** of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage); and,

b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the maximum rate allowed by law.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance, Payment, and Maintenance Bond (pages PPM-1 to PPM-4, inclusive).
3. General Conditions (pages 1 to 79, inclusive). Not attached but incorporated by reference.
4. Supplementary Conditions (pages 1 to 14, inclusive). Not attached but incorporated by reference.
5. Specifications as listed in the table of contents of the project manual – not attached but incorporated by reference.
6. Drawings (not attached but incorporated by reference) consisting of 7 sheets with each sheet bearing the following general title: **Well No. 7 / ASR No. 3 – Bid Package 1, Well Construction, City of Ankeny, Ankeny, Iowa, 2021.**
7. Addenda (numbers 1 to 3, inclusive). Not attached but incorporated by reference.
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 2 to 6, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 2, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 2-7-22 (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Ankeny	**Gingerich Well & Pump Service, LLC**
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: Corwin Gingerich
(individual's signature)	*(individual's signature)*
Date: 2-7-22	Date: _____
(date signed)	*(date signed)*
Name: Mark E. Holm	Name: Corwin Gingerich
(typed or printed)	*(typed or printed)*
Title: Mayor	Title: Vice President
(typed or printed)	*(typed or printed)*
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: Tammy Gingerich
(individual's signature)	*(individual's signature)*
Title: Denise L. Hoy, City Clerk	Title: Assistant Office Manager
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
	1331 Highway 1
	Kalona, IA 52247
Designated Representative:	Designated Representative:
Name: _____	Name: Klint Gingerich
(typed or printed)	*(typed or printed)*
Title: _____	Title: President
(typed or printed)	*(typed or printed)*
Address:	Address:
1210 NW Prairie Ridge Drive	**1331 Highway 1**
Ankeny, IA 50023	**Kalona, IA 52247**
Phone: _____	Phone: 319-656-2664
Email: _____	Email: gingwell@gingerichwell.com
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: CO97862 *(where applicable)*
	State: Iowa

CITY SEAL ANKENY IOWA

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond No. IAC592389

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **Gingerich Well & Pump Service, LLC**, as Principal (hereinafter the "Contractor" or "Principal") and **Merchants Bonding Company (Mutual)**, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Three Million Two Hundred Thirty Four Thousand Thirty Three and 00/100**DOLLARS (**$ 3,234,033.00**), 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 7th day of February, 20 22 (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

WELL NO. 7 / ASR NO. 3 – BID PACKAGE 1
WELL CONSTRUCTION

Construction of one aquifer storage and recovery well, including drilling, casing, grouting, mechanical integrity pressure testing, cement bond log, well development, test pumping, water quality testing, video record, disinfection, and other items as detailed in the Contract Documents.

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 **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

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 7th day of February, 2022.

Surety Countersigned By:

Not Required
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Gingerich Well & Pump Service, LLC
Contractor

By: [signature]
Signature

Vice President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: [signature]
Signature Attorney-in-Fact Officer

Stacie Christensen, Attorney-in-Fact & IA Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (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; Jaimie Kangas; Jay D Freiermuth; Jessica Jean Rini; Kathleen Brewer; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford; Wendy A Lewis

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 aut hority 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 2nd day of August , 2021 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 2nd day of August 2021 , 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.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

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

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/20/2022

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

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

PRODUCER
TrueNorth Companies, L.C.
500 1st St SE
Cedar Rapids IA 52401

CONTACT NAME: RM Home Office
PHONE (A/C, No, Ext): 319-366-2723 FAX (A/C, No): 877-810-6374
E-MAIL ADDRESS: certs@truenorthcompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : Midwest Builders' Casualty Mutual Company	13126
INSURER C : Westchester Surplus Lines Insurance Company	10172
INSURER D : Cincinnati Insurance Company	10677
INSURER E :	
INSURER F :	

INSURED GINGWEL-01
Gingerich Well & Pump Service LLC
1331 Hwy 1
Kalona IA 52247

COVERAGES CERTIFICATE NUMBER: 831782823 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		60501287	3/1/2021	3/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		60501287	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y		60501287 EXS0606166	3/1/2021 3/1/2021	3/1/2022 3/1/2022	EACH OCCURRENCE AGGREGATE Excess Umbrella	$ 5,000,000 $ 5,000,000 $ 10,000,000 ea/ag
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC10000012712021A	3/1/2021	3/1/2022	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C A	Pollution Liability Installation Floater Rented Equipment			G70969464001 60501287	3/1/2020 3/1/2021	3/1/2022 3/1/2022	Limit Limit Limit	2,000,000 1,200,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If Yes is indicated above for add'l insd forms Gen Liab #CG7201 07/17 (premises & completed operations), Auto Liab #CA7109 01/17 applies. If Yes is indicated above for waiver of subrogation forms Gen Liab #CG7201 07/17, Auto Liab #CA7109 01/17 and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured. Umbrella liability extends over the Commercial General Liability, Automobile Liability and Workers Compensation Employer's Liability only and follows policy provisions and conditions.
Re: Well No. 7
30 day notice of Cancellation provisions apply to certificate holder on General Liability, Auto, Umbrella & Workers Compensation (except 10 days for nonpayment).

CERTIFICATE HOLDER

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Economic Development

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing matching funds as part of the City of Ankeny's application to the U.S. Economic Development Administration's Travel, Tourism & Outdoor Recreation Grant program for the High Trestle Trail Experience Park.

EXECUTIVE SUMMARY:

The U.S. Economic Development Administration (EDA) has created the Travel, Tourism & Outdoor Recreation Grant program to support regional tourism and attraction projects. The City's planned High Trestle Trail Experience Park is part of the High Trestle Trail, which brings visitors to the region from all over the country; therefore, the Experience Park is eligible for competitive grant funding through this program.

The EDA grant program requires a 20% local match prior to considering applications for assistance. The City's 2022 Capital Improvement Program approved in December includes $400,000 for the Experience Park. These funds can be considered local match, allowing the City to pursue EDA grant funding to

support the build out of the Experience Park. The attached resolution outlines that these funds will be considered local match if the EDA approves the City's grant application.

CIP funds were approved for site work including grading, importing soil, planting trees and native prairie plants, and electrical and lighting along the trail. If the City is successful in securing EDA grant funding, funds will be used to add amenities throughout the approximately one-half mile, ten acre park. A total of approximately $1.5 million is being requested from the EDA to support this project.

FISCAL IMPACT: **??No**

There will be no fiscal impact beyond what has already been committed to the project. Existing Capital Improvement Program funds will be used as local match if EDA grant funds are awarded to the City of this project.

CITY MANAGER'S RECOMMENDATIONS:

To approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Council approved the City's Capital Improvement Program (CIP) at its December 20, 2021 meeting. The CIP included funds to support this project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
EDA ARPA Grant Overview
EDA Grant Matching Reso

EDA: AMERICAN RESCUE PLAN

TRAVEL, TOURISM & OUTDOOR RECREATION

Promoting America's Tourist Communities

Through the **Travel, Tourism & Outdoor Recreation** program, EDA is focused on accelerating the recovery of communities that rely on the travel, tourism and outdoor recreation sectors. $750 million of EDA's American Rescue Plan funds are allocated to support the following efforts:

- **State Tourism Grants: $510 million** in non-competitive awards to help states quickly invest in marketing, infrastructure, workforce and other projects to rejuvenate safe leisure, business and international travel.
- **Competitive Grants: $240 million** to help communities that have been hardest hit by challenges facing the travel, tourism and outdoor recreation sectors to invest in infrastructure, workforce or other projects to support the recovery of the industry and economic resilience of the community in the future.

WHO SHOULD APPLY

State Tourism Grants

Eligible applicants for EDA's Statewide Planning Grants include Governors, the Mayor of DC, and other applicable Territory leaders or their designees. EDA will send these applicants a formal invitation to apply.

Competitive Tourism Grants

Eligible applicants for EDA's Competitive Tourism Grants program include a(n):

- District Organization of an EDA-designated Economic Development District
- Indian Tribe or a consortium of Indian Tribes
- State, county, city, or other political subdivision of a State, including a special purpose unit of a State or local government engaged in economic or infrastructure development activities, or a consortium of political subdivisions
- Institution of higher education or a consortium of institutions of higher education
- Public or private non-profit organization or association acting in cooperation with officials of a political subdivision of a State

Individuals or for-profit entities are not eligible.

APPLICATION DEADLINE

State Tourism Grants

→ Application due 60 days after receiving invitation

Competitive Tourism Grants

→ Suggested Application Submission Date: **March 15, 2022**

Applications reviewed on a rolling basis

CONTACTS

- Email your questions about the American Rescue Plan Travel, Tourism & Outdoor Recreation program to TravelandTourism@eda.gov
- Visit www.eda.gov/contact to find contact information for your Economic Development Representative

To learn more about EDA's American Rescue Plan **Travel, Tourism and Outdoor Recreation** program, visit eda.gov/arpa/travel-tourism/.

RESOLUTION NO. 2022-XXX

A RESOLUTION AUTHORIZING MATCHING FUNDS AS PART OF THE CITY OF ANKENY'S APPLICATION TO U.S. ECONOMIC DEVELOPMENT ADMINISTRATION'S TRAVEL, TOURISM & OUTDOOR RECREATION GRANT PROGRAM FOR THE HIGH TRESTLE TRAIL EXPERIENCE PARK

WHEREAS, the City Council of the City of Ankeny, Iowa, has made significant investments in recreational trails throughout the community and has recently completed studies and plans aimed at enhancing Ankeny's trail network to improve the trail experience for residents and visitors; and

WHEREAS, the City Council approved at its December 20th, 2021 meeting the City's annual Capital Improvement Program (CIP) which included $400,000 for grading and site preparation for the High Trestle Trail Experience Park that runs from Uptown to S. Ankeny Boulevard; and

WHEREAS, the U.S. Economic Development Administration (EDA) offers a Travel, Tourism & Outdoor Recreation Grant that can be used to support projects such as the High Trestle Trail Experience Park; and

WHEREAS, the U.S. EDA's grant program is a competitive grant program that requires a twenty-percent local match if projects are awarded funding; and

WHEREAS, the funding already approved in the City's CIP can be used to meet the local match requirements to apply for these federal funds to support the High Trestle Trail Experience Park.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves committing $400,000 of approved CIP funds as local match as part of the City's application to the U.S. EDA Travel, Tourism & Outdoor Recreation grant program.

Passed and approved this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST: _____
Denise Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Economic Development | Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt **RESOLUTION** setting a public hearing on an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation. (date of hrg: 2/21/2022 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

Costco Wholesale Corporation is proposing to construct an approximately 195,000 square foot facility on the northeast side of Ankeny, in the Spectrum 36 development. Construction is anticipated to begin in 2022. To help facilitate this development, widening NE 36th Street east of I-35 has been advanced in the City's Capital Improvement Program, with construction of these public improvements expected to begin in 2022. The proposed infrastructure agreement will outline the scope and timing of Costco's planned investment and the public improvements planned by the City.

FISCAL IMPACT: **??No**

The final terms and details of the proposed infrastructure agreement are still being worked through, but will include terms related to the timing of both the private development and city led public improvements. No incentives will be provided to Costco as part of the agreement. Public improvement projects were

approved in the 2022 Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing for February 21, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

None.

PUBLIC OUTREACH EFFORTS:

A public hearing will be held February 21, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Costco NOH
Costco Public Hearing Reso

NOTICE OF HEARING ON PROPOSAL TO ENTER INTO AN INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA AND COSTCO WHOLESALE CORPORATION

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 21st day of February, 2022 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of considering approval of an infrastructure agreement with Costco Wholesale Corporation. The infrastructure agreement will provide a timeline of certain planned private and public improvements that support Costco's planned project and the broader economic development of the area.

Ankeny City Council meetings are now being held in person and are open for the public to attend. Council will continue a hybrid version by offering electronic means to join the meeting as well.

Join Zoom Meeting

1. https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09

   Meeting ID: 973 1299 2966
   Passcode: 1234

2. Dial by your location
   +1 312 626 6799 US (Chicago)
   Meeting ID: 973 1299 2966
   Passcode: 1234

Topic: Ankeny City Council Meetings

At the aforementioned time, oral comments may be made on the proposal to enter into the Infrastructure Agreement. Written comments may be filed and sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on February 21st, 2022. After said hearing, the City may take action on said Infrastructure Agreement.

DATED this 7th day of February, 2022.

_____

Denise L. Hoy, City Clerk

Published in the Des Moines Register on the Xth day of XXXXXX, 2021.

RESOLUTION XX-XXX

A RESOLUTION SETTING A PUBLIC HEARING ON AN INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF ANKENY & COSTCO WHOLESALE CORPORATION

WHEREAS, Costco Wholesale Corporation is proposing to construct an approximately 195,000 square foot facility and associated site improvements on 20.5 acres located North of Northeast 36th Street and adjacent to the east side of Interstate 35; and

WHEREAS, this project will provide capital investment, expansion of infrastructure, and expand employment within the City of Ankeny and the State of Iowa; and

WHEREAS, city staff is negotiating an infrastructure agreement between the City of Ankeny and Costco Wholesale Corporation related to the timing of planned private development and public improvements; and

WHEREAS, the City Council will consider approval of an infrastructure agreement with Costco Wholesale Corporation that outlines the scope and timing of planned investments in the area.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed infrastructure agreement for February 21, 2022 at 5:30 p.m.

Passed and approved this 7th day of February, 2022.

_____
Mark E. Holm, Mayor

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** fixing date of regular council meetings which fall on a Monday that are designated as an official holiday with the the City of Ankeny Employee Handbook.

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

RESOLUTION 2022-

A RESOLUTION FIXING THE DATE OF REGULAR COUNCIL MEETINGS WHICH MAY FALL ON A MONDAY THAT ARE DESIGNATED AS AN OFFICIAL HOLIDAY WITHIN THE CITY OF ANKENY EMPLOYEE HANDBOOK

WHEREAS, regular meetings of the Ankeny City Council are held the first and third Monday of each month at 5:30 PM as fixed by resolution of the Council; and

WHEREAS, special meetings and council action planning sessions of the City Council are held at such time as called upon by the Mayor and City Council; and

WHEREAS, the following holidays may fall on a 1st or 3rd Monday in which city offices will be closed in observance.

New Year's Day
Martin Luther King Jr's Birthday
Independence Day
Memorial Day
Labor Day

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, concurs that the Tuesday following the Monday holiday as stated above be fixed as the first regular Ankeny City Council meeting.

DATED at Ankeny, Iowa, this 7th day of February, 2022.

_____
Mark E Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL: ??
Strengthen Community Engagement

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider a motion to adopt **RESOLUTION** setting a public hearing on creating an Entertainment District by City Ordinance. (date of hrg: 03/07/2022 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

A public hearing is being set to seek input from businesses and residents concerning the creation of Entertainment Districts.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

To approve setting the public hearing for March 7, 2022

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Work sessions were held on 08/16/2021 and 11/06/2021 by the City Council on the creation of the

Entertainment Districts. City staff meet with both the DRA and Uptown Association to discuss the details of the proposed ordinance.

PUBLIC OUTREACH EFFORTS:

A public hearing will be held March 7, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Public Hearing

RESOLUTION 2022-____

A RESOLUTION SETTING A PUBLIC HEARING ON CREATING AN ENTERTAINMENT DISTRICT BY ADDING A SECTION TO THE ANKENY MUNICIPAL CODE OF ORDINANCES

WHEREAS, the Ankeny City Council desires to create Entertainment Districts within the City of Ankeny; and

WHEREAS, after two work sessions and discussion with both the DRA and Uptown Association, staff has created a proposed Entertainment District Ordinance for the city council to consider; and

WHEREAS, city staff and council desires to allow businesses and residents within the proposed Entertainment District boundaries the opportunity to comment on the proposed adoption of said Ordinance;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa sets a public hearing on the proposed Entertainment District Ordinance for March 7, 2022 at 5:30 p.m.

Passed and approved this 7th day of February, 2022

_____
Mark E. Holm, Mayor

_____
Denise L. Hoy, City Clerk

NOTICE OF HEARING ON CREATING AN ENTERTAINMENT DISTRICT WITHIN THE CITY OF ANKENY, IOWA

Notice is hereby given that a public hearing will be held by the City of Ankeny, Iowa on the 7th day of March, 2022 at 5:30 P.M. in the City Council Chambers located at Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023, for the purpose of considering approval of an Entertainment District Ordinance.

Ankeny City Council meetings are now being held in person and are open for the public to attend. Council will continue a hybrid version by offering electronic means to join the meeting as well.

Join Zoom Meeting

1. https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 / Passcode: 1234
2. Dial by your location: +1 312 626 6799 US / Meeting ID: 973 1299 2966 / Passcode: 1234

At the aforementioned time, oral comments may be made on the proposed Entertainment District Ordinance. Written comments may be filed and sent to Ankeny City Hall, 410 West First Street, Ankeny, IA 50023 prior to 4:30 P.M. on March 7, 2022. After said hearing, the City may act on said Entertainment District Ordinance.

DATED this 7th day of February, 2022.

_____

Denise L. Hoy, City Clerk

Published in the Des Moines Register on the 11th day of February, 2022.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Clerk

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider Mayor Appointments to Boards and Commissions as follows:

Economic Development Council

- Bethany Langner - effective immediately - term expires 06/30/2024

Examiners & Appeals Board

- Dan Woellhof - effective immediately - term expires 12/31/2024

EXECUTIVE SUMMARY:

Mayor Holm is asking council to approve the recommendations he is making for appointments to expiring Boards and Commissions

---

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Approve as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion approving Mayors appointments to expiring Board and Commission Members as presented.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Appointments- 2022
Amended Resolution

SEAT NO.	Current Appointment	Expires	Re-Appt Application	Appointment 1/18/2022	New Expire
	Board of Adjustments -5				
1	Nichole Sungren	1/31/2022	Yes	Nichole Sungren	12/31/2026
	Economic Development -3				
1	Open	6/30/2020		*	6/30/2023
2	Open	6/30/2020		*	6/30/2023
3	Open	6/30/2020		*	6/30/2023
4	Open	6/30/2021		#	6/30/2024
5	Phyllis Tinker	6/30/2021	Yes	Phyllis Tinker	6/30/2024
6	Andrew Moffit	6/30/2021	Yes	Andrew Moffit	6/30/2024
7	Dustin Leo	6/30/2022	Yes	Dustin Leo	6/30/2025
8	Corey Morrison	6/30/2022	Yes	Corey Morrison	6/30/2025
9	Ben Digmann	6/30/2022	Yes	Ben Dingman	6/30/2025
10	Open - Remove by Ordinance				
11	Open - Remove by Ordinance				
	Examiners and Appeals -3				
2	Patti Hood	1/31/2022	No	#	12/31/2024
3	Scott Stephan	1/31/2022	Yes	Scott Stephan	12/31/2024
	Human Rights Commission -3				
4	Mindi Hguyen	12/31/2021	Yes	Mindi Hguyen	12/31/2024
5	Lindsay Norland	12/31/2021	Yes	Lindsay Norland	12/31/2024
6	Tim Olson	12/31/2021	Yes	Tim Olson	12/31/2024
7	Jeanette Thomas	12/31/2021	No	Aubrey Martinez	12/31/2024
2	Stephanie Gott	12/31/2022	Resigned	Larua Parkinson	12/31/2025
	Park Board -4				
1	Amber Smith	1/31/2022	Yes	Amber Smith	1/31/2025
2	Nichoel Church	1/31/2022	Yes	Nichoel Church	1/31/2025
	Planning and Zoning -4				
1	Trina Flack	1/31/2022	Yes	Trina Flack	12/31/2025
2	Todd Ripper	1/31/2022	Yes	Todd Ripper	12/31/2025
3	Glenn Hunter	1/31/2022	Yes	Glenn Hunter	12/31/2025
4	Open	12/31/2023		*	12/31/2023

* - Seeking applicants

- Interview Scheduled

RESOLUTION 2021-461

A RESOLUTION APPOINTING ANKENY'S REPRESENTATIVES TO THE VARIOUS COMMITTEES AND BOARDS (AMENDED ON 1/18/2022)

BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the following are hereby designated and appointed as the City of Ankeny's representatives to listed Committees and Boards to serve at the pleasure of the council 12/31/2022.

Appointment	1st Rep	2nd Rep	1st Alt	2nd Alt
DART	Kelly Whiting		Bobbi Bentz	
MPO-Policy	Mark Holm	David Jones	Michael Schrock	Bobbi Bentz
MPO-Technical	Amy Quartell	Mark Mueller	Adam Lust	
MPO – Executive	Mark Holm			
MWA	Mark Holm	Joe Ruddy	N/A	N/A
WRA	Joe Ruddy	Mike Schrock	Don Clark	
WRA Technical	Don Clark	Roger McFarland	N/A	N/A
Chamber	Mark Holm	Derek Lord	N/A	N/A
Development Corp	Mark Holm	Derek Lord	N/A	N/A
BRAVO	Jeff Perry	N/A	N/A	N/A
CIRDWC	Jeff Perry	Don Clark	Michael Schrock	N/A
City/School Sub	Bobbi Bentz	Mark Holm	Kelly Whiting	N/A
Comm. Ed Ad	Jeff Perry	Joe Ruddy	N/A	N/A
4-MI Creek watershed	Joe Ruddy	N/A	Mark Mueller	N/A
Convention & Visitors Bureau	Bobbi Bentz	N/A	Kelly Whiting	N/A
Metro Advisory Council	Bobbi Bentz	Mark Holm	Kelly Whiting	N/A
Uptown Ankeny Association	Mark Holm	N/A	Derek Lord	N/A
Polk County Emergency Mgmt	Mark Holm		All Council	Chief Potts and Chief Clack
Polk County Joint 911	Darius Potts	Robert Chiappano		
Des Moines Partnership	Mark Holm			
Ankeny Sports Foundation	Joe Ruddy			
PCAA	Jeff Wangness	Todd Ashby		

DATED this 20th day of December, 2021, **AND AMENDED** this 18th day of January, 2022

_____
Mark E Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

Planning and Building | Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2093: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by amending the PUD zoning of certain property owned by Stubbs Development and Lemar Koethe.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2093 amending the Zoning Regulations for property owned by Stubbs Development and Lemar Koethe.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2093, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Exhibit

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

ORDINANCE 2093

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 STUBBS DEVELOPMENT AND LEMAR KOETHE

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 7th day of December 2021, 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 Stubbs Development and Lemar Koethe, from the current PUD, Planned Unit Development, to PUD, Planned Unit Development;

WHEREAS, on the 7th day of February, 2022, 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 NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT PART DEEDED TO POLK COUNTY, IOWA DESCRIBED AS THE NORTH 55 FEET OF THE WEST 678.26 FEET OF SAID NORTHEAST QUARTER OF SECTION 17, ALL NOW IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

LAYMAN'S DESCRIPTION:

Approximately 155 acres (+/-) of land at the southwest corner of NE 18th Street and NE 38th Street.

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 Stubbs Development and Lemar Koethe, from the current PUD, Planned Unit Development, to PUD, Planned Unit Development; and

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 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 11TH DAY OF FEBRUARY, 2022

1st Con 1/03/22 (P. Hrg.)
2nd Con 1/18/22
3rd Con 2/07/22

VICINITY MAP:

LEGAL DESCRIPTION:

THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA EXCEPT THAT PART DEEDED TO POLK COUNTY, IOWA DESCRIBED AS THE NORTH 55 FEET OF THE WEST 678.26 FEET OF SAID NORTHEAST QUARTER OF SECTION 17, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

EXISTING ZONING:

R-1 ONE-FAMILY RESIDENCE DISTRICT

PROPOSED ZONING:

PLANNED UNIT DEVELOPMENT (PUD)

ENGINEER

STUBBS ENGINEERING
431 NE 72ND ST
PLEASANT HILL, IA 50327
CONTACT: BRANDEN STUBBS
PHONE: (515) 979-8499
EMAIL: BRANDEN@STUBBS3.COM

OWNER:

LEMAR KOETHE
6000 DOUGLAS AVE
DES MOINES, IA 50322-3313

STUBBS DEVELOPMENT
1236 347TH ST SE
ALTOONA, IA 50009
CONTACT: DAVE STUBBS
PHONE: (515) 979-9963

DEVELOPER:

STUBBS DEVELOPMENT
1236 347TH ST SE
ALTOONA, IA 50009
CONTACT: DAVE STUBBS
PHONE: (515) 979-9963

ADJACENT OWNERS:

	OWNERS	ACRES	%	% CONSENTING
1.)	CORY'S	0.28	0.5%	
2.)	JAMES & JODI KAHNK	3.22	6.3%	
3.)	DENNIS R SCHMIDT	1.20	2.3%	
4.)	SUSAN L. ALBAUGH	5.00	9.7%	X
5.)	GARY & TAMMIE L. SCHRODER	0.43	0.8%	
6.)	JENSEN'S	2.82	5.5%	
7.)	JOHN& LINDA JENSEN	4.16	8.1%	
8.)	JENSEN'S	3.66	7.1%	
9.)	JENSEN'S	0.72	1.4%	
10.)	DEER CREEK ESTATES LLC	14.98	29.1%	X
11.)	DEER CREEK ESTATES LLC	0.19	0.4%	X
12.)	ADAM & ERIN SHAW	0.09	0.2%	
13.)	EVAN & HELEN PARKER	0.18	0.3%	
14.)	KELLI & TIM KOSO	0.19	0.4%	
15.)	DARIN VREUGDENHIL	0.17	0.3%	
16.)	WALTER JANKOWSKI &SAMANTHA TROE	0.21	0.4%	
17.)	STEPHFON JOHNSON	0.22	0.4%	
18.)	MUSTAFA & LARISA KESEROVIC	0.25	0.5%	
19.)	CHRISTIAN D FITZGERALD	0.28	0.5%	
20.)	TUCKER KSIAZEK & HANNA L HOSKINS	0.29	0.6%	
21.)	KYANITE DESIGN & BUILD LLC	0.35	0.7%	
22.)	KYANITE DESIGN & BUILD LLC	0.44	0.9%	
23.)	ELEVATED BUILDERS LLC	0.34	0.7%	
24.)	ELEVATED BUILDERS LLC	0.33	0.6%	
25.)	ELEVATED BUILDERS LLC	0.27	0.5%	
26.)	DANIEL J RYAN	0.00	0.0%	
27.)	NICOLE LAWRENCE	0.03	0.1%	
28.)	ARIANNA E KANE & JOHN M KANE	0.04	0.1%	
29.)	JAMES R &KIMBERLY A LAME	0.04	0.1%	
30.)	MARTHA & RICK EWALD	0.05	0.1%	
31.)	BAILEY DECKER	0.03	0.1%	
32.)	ELEVATED BUILDERS LLC	0.04	0.1%	
33.)	DEER CREEK ANKENY INC	0.04	0.1%	X
34.)	DEER CREEK ESTATES LLC	10.89	21.2%	X
	TOTAL	51.4	100.0%	60.5%

KOETHE PROPERTY
SW COR NE 102ND AVE (NE 18TH ST) & NE 38TH ST

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979 - 8499

REZONING MAP

DATE: 10-06-21
DRAWN BY: YI
ENGINEER: BWS
PROJECT NUMBER: 19-144
PAGE NUMBER: 1

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2094: 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 Dan and Beverly Jury.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2094 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2094, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Exhibit

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

ORDINANCE 2094

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 DAN AND BEVERLY JURY

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 16th day of November 2021, 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 Dan and Beverly Jury, from the current R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to One-Family Residences and R-3 Multi-Family Residence District, restricted to 12 units per acre; and,

WHEREAS, on the 7th day of February, 2022, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION – R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO ONE-FAMILY RESIDENCES:

THAT PART OF PARCEL A OF THE SE ¼-SE ¼ AND THE S ½-NE ¼-SE ¼ OF SECTION 08-80-24 & PARCEL 2019-236 OF THE E ½ - SE ¼ OF SECTION 08-80-24, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID PARCEL 2019-236; THENCE S 00°42‘00“E, 704.91‘; THENCE S 89°48‘15“ E, 36.50‘; THENCE SEERLY 310.33‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1,500.00‘, A DELTA ANGLE OF 11°51‘13“ AND A CHORD DISTANCE OF 309.78 ‘ WHICH BEARS S 83°52‘38“ E; THENCE S 77°57‘02“ E, TANGENT TO THE LAST DESCRIBED CURVE, 35.16 ‘; THENCE SEERLY 421.08 ‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 750.00 ‘, A DELTA ANGLE OF 32 ° 10 ‘ 05 “ AND A CHORD DISTANCE OF 415.57 ‘ WHICH BEARS S 61°51‘59“ E; THENCE S 45°46‘31“ E, TANGENT TO THE LAST DESCRIBED CURVE, 174.46‘; THENCE SEERLY 125.06 ‘ ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 165.37‘, A DELTA ANGLE OF 43°19‘ 48“ AND A CHORD DISTANCE OF 122.10‘ WHICH BEARS N 24°05‘50“ W; THENCE N 00°15‘05“ E, NOT TANGENT TO THE LAST DESCRIBED CURVE, 838.92 ‘; THENCE N°44‘55“ W, 934.00‘, TO THE POINT OF BEGINNING. CONTAINING 17.38 ACRES MORE OR LESS.

LEGAL DESCRIPTION – R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 12 UNITS PER ACRE:

THAT PART OF PARCEL A OF THE SE ¼-SE ¼ AND THE S ½-NE ¼-SE ¼ OF SECTION 08-80-24 & PARCEL 2019-236 OF THE E ½ - SE ¼ OF SECTION 08-80-24, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID PARCEL A; THENCE N 89°47‘04“ W, 106.50‘; THENCE N 36°30‘02“ W, 254.01‘; THENCE N 00°42‘00“ W, 334.19‘; THENCE S 89°48‘15“ E, 36.50‘; THENCE SEERLY 310.33 ‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1,500.00‘, A DELTA ANGLE OF 11°51‘13 “ AND A CHORD DISTANCE OF 309.78‘ WHICH BEARS S 83°52‘38“ E; THENCE S 77°57‘02“ E, TANGENT TO THE LAST DESCRIBED CURVE, 35.16‘; THENCE SEERLY 421.08 ‘ ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 750.00‘, A DELTA ANGLE OF 32°10‘05“ AND A CHORD DISTANCE OF 415.57‘ WHICH BEARS S 61°51‘59“ E; THENCE S 45°46‘31“ E, TANGENT TO THE LAST DESCRIBED CURVE, 174.46‘; THENCE SEERLY 125.06‘ ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS 165.37‘, A DELTA ANGLE OF 43°19‘48“ AND A CHORD DISTANCE OF 122.10‘ WHICH BEARS N 24°05‘50“ W; THENCE S 00°15‘25“ W, NOT TANGENT TO THE LAST DESCRIBED CURVE, 373.54‘; THENCE S 89°38‘29“ W, 1.05 ‘; THENCE SWERLY 219.43‘ ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1250.00‘, A DELTA ANGLE OF 10°03‘29“ AND A CHORD DISTANCE OF 219.15‘ WHICH BEARS S 84°36‘44“ W; THENCE NWERLY 425.88‘ ALONG A REVERSE CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 1150.00‘, A DELTA ANGLE OF 21°13‘06“ AND A CHORD DISTANCE OF 423.45‘ WHICH BEARS N 89°48‘27“ W; THENCE NWERLY 15.68‘ ALONG A REVERSE CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED CURVE, HAVING A RADIUS OF 1250.00‘, A DELTA ANGLE OF 00°43‘07“ AND A CHORD DISTANCE OF 15.68’ WHICH BEARS N 79°33‘28“ W; THENCE N 00°12‘34“ E, 320.71 ‘, TO THE POINT OF BEGINNING. CONTAINING 13.56 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION - R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO ONE-FAMILY RESIDENCES:

Approximately 17.38 acres (+/-) located 400 feet (+/-) north of NW 18th Street and 1,200 feet (+/-) west of NW Weigel Drive.

LAYMAN'S DESCRIPTION - R-3 MULTI-FAMILY RESIDENCE DISTRICT, RESTRICTED TO 12 UNITS PER ACRE:

Approximately 13.56 acres (+/-) generally located north of NW 18th Street and 700 feet (+/-) east of NW Abbie 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 Dan and Beverly Jury, from the current R-1, One-Family Residence District, to R-3 Multi-Family Residence District, restricted to One-Family Residences and R-3 Multi-Family Residence District, restricted to 12 units per acre; and

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 7th day of February, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE 11TH DAY OF FEBRUARY, 2022

1st Con 1/03/22 (P. Hrg.)
2nd Con 1/18/22
3rd Con 2/07/22

SUBJECT PROPERTY LEGAL DESCRIPTION

That part of Parcel A of the Southeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 10865, Page 248; AND that part of Parcel 2019-236 of the East Half of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 17573, Page 282.

Containing 30.94 acres more or less.

Said parcel is subject to any and all restrictions, covenants and easements of record.

AREA "A": PROPOSED R-3 MULTIPLE - FAMILY RESIDENCE DISTRICT RESTRICTED TO ONE - FAMILY RESIDENCES LEGAL DESCRIPTION

That part of Parcel A of the Southeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 10865, Page 248; AND that part of Parcel 2019-236 of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 17573, Page 282, being more particularly described as follows:

Beginning at the northwest corner of said Parcel 2019-236; thence South 00 degrees 42 minutes 00 seconds East, a distance of 704.91 feet; thence South 89 degrees 48 minutes 15 seconds East, a distance of 36.50 feet; thence southeasterly 310.33 feet along a curve to the right, tangent to the last described line, having a radius of 1,500.00 feet, a delta angle of 11 degrees 51 minutes 13 seconds and a chord distance of 309.78 feet which bears South 83 degrees 52 minutes 38 seconds East; thence South 77 degrees 57 minutes 02 seconds East, tangent to the last described curve, a distance of 35.16 feet; thence southeasterly 421.08 feet along a curve to the right, tangent to the last described line, having a radius of 750.00 feet, a delta angle of 32 degrees 10 minutes 05 seconds and a chord distance of 415.57 feet which bears South 61 degrees 51 minutes 59 seconds East; thence South 45 degrees 46 minutes 31 seconds East, tangent to the last described curve, a distance of 174.46 feet; thence southeasterly 125.06 feet along a curve to the left, tangent to the last described line, having a radius of 165.37 feet, a delta angle of 43 degrees 19 minutes 48 seconds and a chord distance of 122.10 feet which bears North 24 degrees 05 minutes 50 seconds West; thence Nouth 00 degrees 15 minutes 05 seconds East, not tangent to the last described curve, a distance of 838.92 feet; thence North degrees 44 minutes 55 seconds West, a distance of 934.00 feet, to the Point of Beginning.

Containing 17.38 acres more or less.

AREA "B": PROPOSED R-3 MULTIPLE - FAMILY RESIDENCE DISTRICT LEGAL DESCRIPTION

That part of Parcel A of the Southeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 10865, Page 248; AND that part of Parcel 2019-236 of the East Half of the Southeast Quarter of Section 8, Township 80 North, Range 24 West, of the 5th Principal Meridian, located in the City of Ankeny, Polk County, Iowa, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 17573, Page 282, being more particularly described as follows:

Beginning at the northwest corner of said Parcel A; thence North 89 degrees 47 minutes 04 seconds West, a distance of 106.50 feet; thence North 36 degrees 30 minutes 02 seconds West, a distance of 254.01 feet; thence North 00 degrees 42 minutes 00 seconds West, a distance of 334.19 feet; thence South 89 degrees 48 minutes 15 seconds East, a distance of 36.50 feet; thence southeasterly 310.33 feet along a curve to the right, tangent to the last described line, having a radius of 1,500.00 feet, a delta angle of 11 degrees 51 minutes 13 seconds and a chord distance of 309.78 feet which bears South 83 degrees 52 minutes 38 seconds East; thence South 77 degrees 57 minutes 02 seconds East, tangent to the last described curve, a distance of 35.16 feet; thence southeasterly 421.08 feet along a curve to the right, tangent to the last described line, having a radius of 750.00 feet, a delta angle of 32 degrees 10 minutes 05 seconds and a chord distance of 415.57 feet which bears South 61 degrees 51 minutes 59 seconds East; thence South 45 degrees 46 minutes 31 seconds East, tangent to the last described curve, a distance of 174.46 feet; thence southeasterly 125.06 feet along a curve to the left, tangent to the last described line, having a radius 165.37 feet, a delta angle of 43 degrees 19 minutes 48 seconds and a chord distance of 122.10 feet which bears North 24 degrees 05 minutes 50 seconds West; thence South 00 degrees 15 minutes 05 seconds West, not tangent to the last described curve, a distance of 373.54 feet; thence South 89 degrees 38 minutes 29 seconds West, a distance of 1.05 feet; thence southwesterly 219.43 feet along a curve to the left, tangent to the last described line, having a radius of 1250.00 feet, a delta angle of 10 degrees 03 minutes 29 seconds and a chord distance of 219.15 feet which bears South 84 degrees 36 minutes 44 seconds West; thence northwesterly 425.88 feet along a reverse curve to the right, tangent to the last described curve, having a radius of 1150.00 feet, a delta angle of 21 degrees 13 minutes 06 seconds and a chord distance of 423.45 feet which bears North 89 degrees 48 minutes 27 seconds West; thence northwesterly 15.68 feet along a reverse curve to the left, tangent to the last described curve, having a radius of 1250.00 feet, a delta angle of 00 degrees 43 minutes 07 seconds and a chord distance of 15.68 which bears North 79 degrees 33 minutes 28 seconds West; thence North 00 degrees 12 minutes 34 seconds East, a distance of 320.71 feet, to the Point of Beginning.

Containing 13.56 acres more or less.

PROPRIETOR / DEVELOPER

Dan & Beverly Jury
2110 NW 10th Street
Ankeny, Iowa 50023
Phone: (515) 964-7633

SURVEY NOTES

1. Land area : 30.94 acres
2. Existing Zoning : R-1 One-Family Residence District

LEGEND

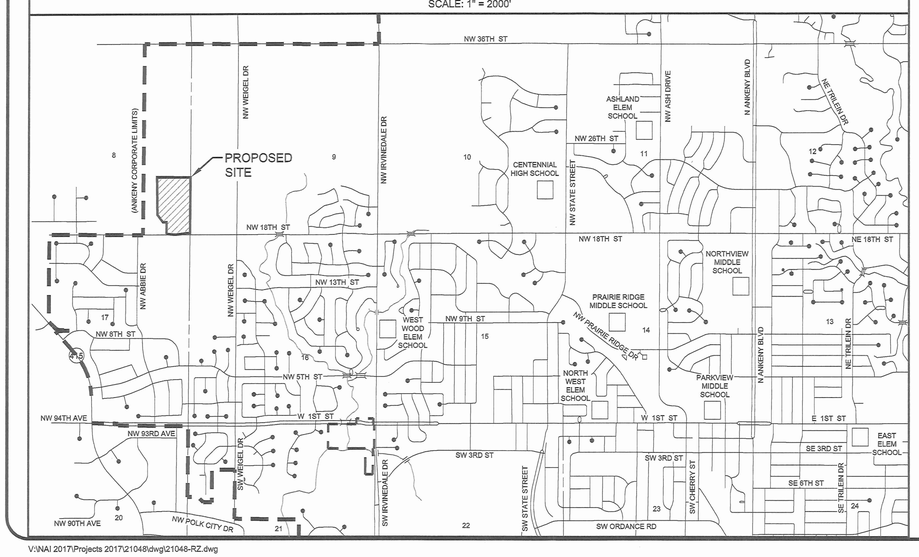
- Subject boundary line
- Section line
- Existing boundary line
- 250' Zoning notification line
- AREA "A" - Proposed R-3 Multiple-Family Residence District Restricted to One-Family Residences
- AREA "B" - Proposed R-3 Restricted to 12 Units per acre Multiple-Family Residence District

PROPERTY #	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	CONSENTING
1	TJL INVESTMENTS LLC SHYFT COLLECTIVE DEVELOPMENT 10 LLC ERIC & CAROL ZIEL JOINT REVOCABLE TRUST LEO INVESTMENTS LLC DVV INVESTMENTS LLC	1.134	3.53%	
2	TJL INVESTMENTS LLC SHYFT COLLECTIVE DEVELOPMENT 10 LLC ERIC & CAROL ZIEL JOINT REVOCABLE TRUST LEO INVESTMENTS LLC DVV INVESTMENTS LLC	5.007	15.57%	
3	TJL INVESTMENTS LLC DNF INVESTMENTS LLC	16.035	49.87%	
4	TJL INVESTMENTS LLC DNF INVESTMENTS LLC	2.661	8.27%	
5	MOECKLY FAMILY FARM LLC	7.320	22.76%	
TOTALS		32.157	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES				
4	TJL INVESTMENTS LLC & OTHERS	24.837	77.24%	
1	MOECKLY FAMILY FARM LLC	7.320	22.76%	
5		32.157	100.00%	

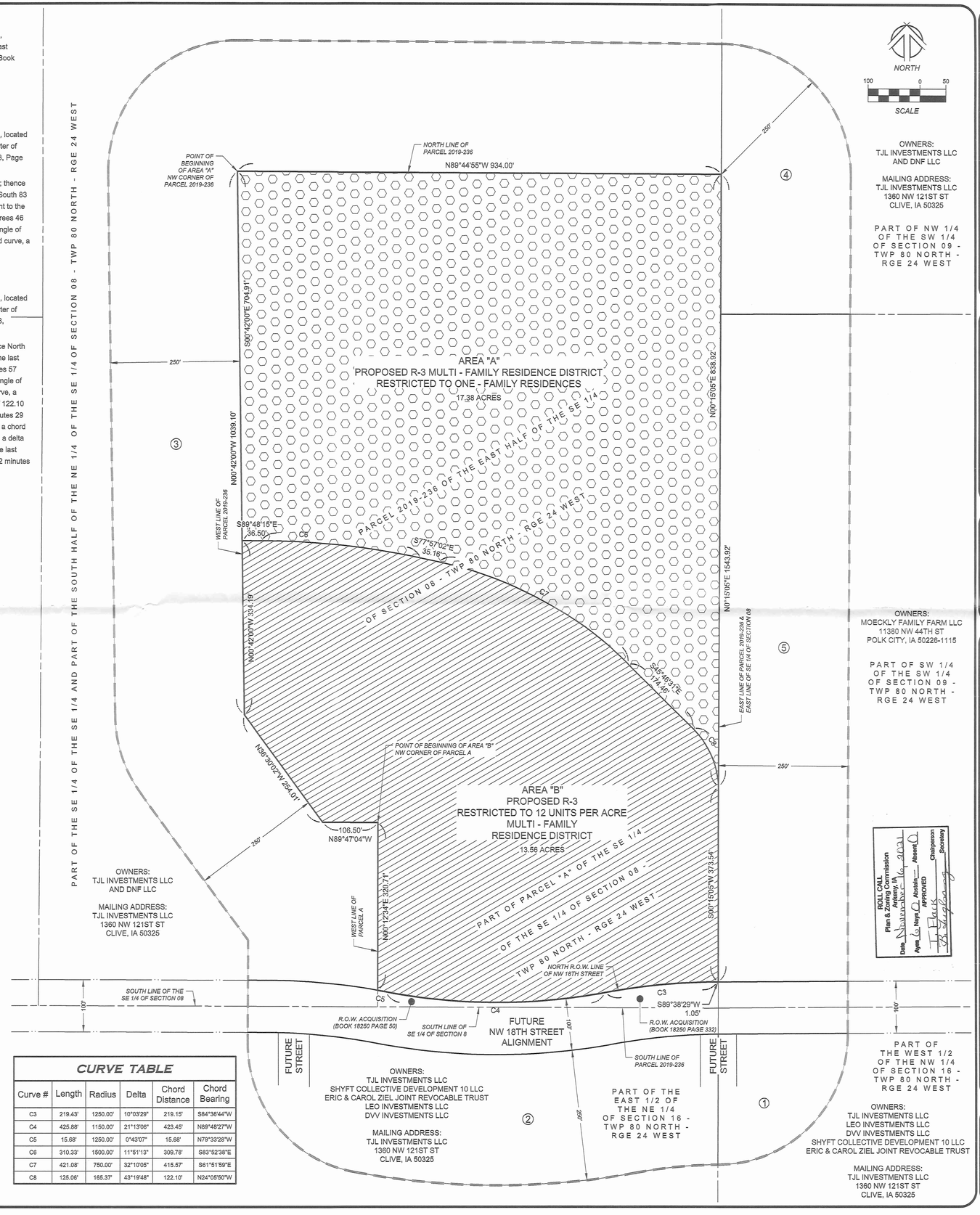
VICINITY MAP

SCALE: 1" = 2000'



V:\NAI 2017\Projects 2017\21048\dwg\21048-RZ.dwg

PART OF THE SE 1/4 OF THE SOUTH HALF OF THE NE 1/4 OF THE SE 1/4 OF SECTION 08 - TWP 80 NORTH - RGE 24 WEST



CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C3	219.43'	1250.00'	10°03'29"	219.15'	S84°36'44"W
C4	425.88'	1150.00'	21°13'06"	423.45'	N89°48'27"W
C5	15.68'	1250.00'	0°43'07"	15.68'	N79°33'28"W
C6	310.33'	1500.00'	11°51'13"	309.78'	S83°52'38"E
C7	421.08'	750.00'	32°10'05"	415.57'	S61°51'59"E
C8	125.06'	165.37'	43°19'48"	122.10'	N24°05'50"W

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: Nov 16, 2021
Ayes: 6 Nays: 0 Abstain: Absent: 0
APPROVED: Chairperson
Secretary

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILES ASSOCIATES

REVISIONS:
1.) 12/7/2021 REVISIONS PER CITY OF ANKENY COMMENTS
2.) 1/7/2021 REVISIONS PER CITY OF ANKENY COMMENTS
3.)
4.)
5.)
6.)
7.)

NOTICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL WARRANTIES AND REPRESENTATIONS FROM USES WHICH ARISE FROM FAILURE TO TIMELY REMOVE OR ALTER THIS DOCUMENT FROM THE ELECTRONIC MEDIUM AFTER THEY CONVEY OR TRANSMIT IT. NILES ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY TO OBTAIN AND/OR FOLLOW THE ENGINEERS, OWNERS, AND/OR ARCHITECTS' RESTRICTIONS, REQUIREMENTS, OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: PART OF SE 1/4 OF SECTION 08 - TWP 80 NORTH - RANGE 24 WEST
4602 NW 18TH STREET - ANKENY, POLK COUNTY, IOWA

DESCRIPTION: REZONING MAP

RECEIVED
SEP 20 2021
CITY OF ANKENY

NAI NO.:	21048
DATE:	11/11/19
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	RZ-1
SHEET NO.:	1/1

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Clerk

Strengthen Community Engagement

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2095: An Ordinance amending Chapter 30, Economic Development Council, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The proposed ordinance amendment would reduce the Economic Development Council from 11 members to 9 members making it easier to fill vacancies.

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2095

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2095.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance

ORDINANCE 2095

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ECONOMIC DEVELOPMENT COUNCIL

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED. Section 30.02 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

> **30.02 COMPOSITION AND TERMS OF OFFICE.** The Economic Development Council consists of ~~eleven members~~ nine members whose term of office is three years on a staggered basis and who are appointed by the Mayor subject to the approval of the City Council. The Mayor shall appoint said members who represent different perspectives that are relevant to economic development in Ankeny. Members of the Economic Development Council may include nonresidents who work in Ankeny; however, a majority of the members shall be residents of Ankeny.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED at Ankeny Iowa, this ____, day of _____, 2022.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Denise L. Hoy, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2021

1st Con 1/18/22
2nd Con 2/07/22
3rd Con _____

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL: ??
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2096: An Ordinance vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2 (PH 2022-07).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **??No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2096 vacating a portion of a public utility easement located on Lot 20, Ashland Ridge Plat 2

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2096.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Easement Vacation Plat

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

ORDINANCE

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED ON LOT 20, ASHLAND RIDGE PLAT 2

WHEREAS, pursuant to notice published in the manner required by law, on the 7th day of February, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a utility easement, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said Easement is no longer necessary; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Ankeny that said Easement be vacated.

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION I. The City of Ankeny does hereby vacate and release that portion of said Easement, as shown on the attached Easement Vacation Plat.

SECTION II. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION III. This Ordinance shall be in effect upon its final passage and publication required by law.

PASSED AND APPROVED this 7th day of March, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

PUBLISHED IN THE DES MOINES REGISTER ON THE ____ DAY OF _____, 2022

1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____

VACATION PLAT

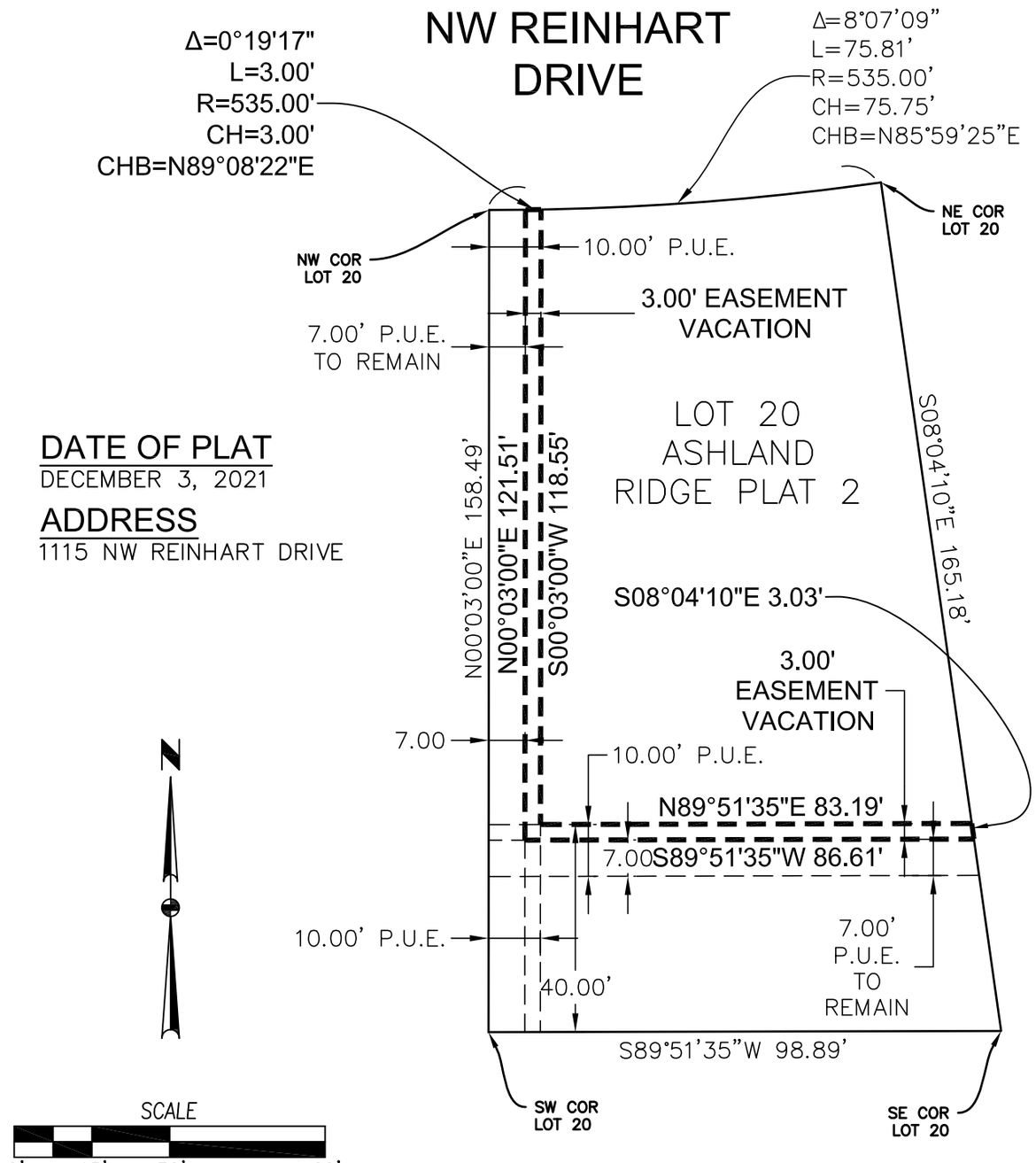
EASEMENT VACATION DESCRIPTION

THE EAST 3.00 FEET OF THE WEST 10.00 FEET, EXCEPT THE SOUTH 37.00 FEET THEREOF

AND

THE NORTH 3.00 FEET OF THE SOUTH 40.00 FEET, EXCEPT THE WEST 7.00 FEET THEREOF

ALL BEING A PART OF LOT 20, ASHLAND RIDGE PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA.



DATE OF PLAT
DECEMBER 3, 2021

ADDRESS
1115 NW REINHART DRIVE

FILE: H:\2021\2111933\DWG\2111933-VACATION PLAT.DWG
FILE DATE: 12/8/21 DATE PLOTTED: 12/8/2021 8:43 AM
PLOTTED BY: MIKE BROONER:

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: (515) 369-4400

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed SE Delaware Avenue HMA Widening

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the SE Delaware HMA Widening project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, and form of contract) and estimated total cost and setting a date for the filing of bids on the project.

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within eighty (80) working days. The project shall begin no earlier than May 2, 2022 and no later than June 6, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 7, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 11, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 18, 2022

4. Bid Opening (10:30 A.M., Public Services Building): March 1, 2022

5. Public Hearing and Award Contract: March 7, 2022
(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 Improvements Program with construction scheduled for 2022.

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 1, 2022 and setting the public hearing date as March 7, 2022 for the SE Delaware Avenue HMA Widening 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 11, 2022 and to be published in the Des Moines Register on February 18, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the SE Delaware HMA Widening project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SE DELAWARE AVENUE HMA WIDENING, 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 SE DELAWARE AVENUE HMA WIDENING, 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 SE Delaware Avenue HMA Widening; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the SE Delaware Avenue HMA Widening, 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 SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.
>
> The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to March 1, 2022, 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 7, 2022, 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 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

SE DELAWARE AVENUE HMA WIDENING
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost, for the **SE Delaware Avenue HMA Widening** project at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements 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 **1st day of March, 2022,** at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 1st day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 2, 2022 and no later than June 6, 2022,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April, 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

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 JEO Consulting Group, Inc, 1615 SW Main Street, Suite 205, Ankeny, IA 50023, for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-5310 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.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

SE DELAWARE AVENUE HMA WIDENING

The SE Delaware Avenue HMA Widening project includes the widening of SE Delaware Avenue from SE 72nd Street to SE 66th Street. This project also includes the milling and Hot Mix Asphalt (HMA) overlay of the existing travel lanes within the same limits.

The improvements include approximately 3,400 TONS of HMA, 4,850 SY of pavement scarification, 400 SY of PCC pavement widening, 2,900 LF of subdrain, 250 LF of storm sewer, storm sewer intake structures, earthwork, subgrade preparation, modified subbase, sidewalk, removal and replacement of driveways, pavement markings, traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within **eighty (80) working days.** Full completion for the overall project shall be defined as all final surface restoration, grading, utility, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic, and all improvements ready for final acceptance. Certain elements of the project require weekend work **and working days will be charged on Saturdays and Sundays that are worked**. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The 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 **7th day of February, 2022.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **11th day of February, 2022.**

Published in the Des Moines Register the **18th day of February, 2022.**

city of Ankeny
bringing it all together

SE Delaware Avenue HMA Widening
Map is for Locational Purposes Only.

W E S N

1 in = 400 ft
Date: 1/4/2021

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes)

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, and form of contract) and estimated total cost and setting a date for the filing of bids on the project.

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth PCC patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall fully complete the entire project within forty (40) working days. The project shall begin no earlier than April 4, 2022 and no later than August 1, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 7, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 11, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 18, 2022

4. Bid Opening (10:30 A.M., Public Services Building): March 1, 2022

5. Public Hearing and Award Contract: March 7, 2022
(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 Improvements Program with construction scheduled for 2022.

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 1, 2022 and setting the public hearing date as March 7, 2022 for the 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) 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 11, 2022 and to be published in the Des Moines Register on February 18, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Pavement Preservation Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES), 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 2022 PCC PAVEMENT PRESERVATION PROGRAM - SW STATE STREET (NORTHBOUND LANES), 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 2022 PCC Pavement Preservation Program - SW State Street (Northbound Lanes); and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2022 PCC Pavement Preservation Program - SW

State Street (Northbound Lanes), 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 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.
>
> The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth PCC patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to March 1, 2022, 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 7, 2022, 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 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2022 PCC PAVEMENT PRESERVATION PROGRAM – SW STATE STREET (NORTHBOUND LANES)

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost for the **2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes)** project at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements 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 **1st day of March, 2022,** at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 1st day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 7th day of March, 2022,** 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 4, 2022 and no later than August 1, 2022,** 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 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Works Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

2022 PCC PAVEMENT PRESERVATION PROGRAM –
SW STATE STREET (NORTHBOUND LANES)

The 2022 PCC Pavement Preservation Program – SW State Street (Northbound Lanes) project includes the partial depth repair patching and the crack and joint cleaning and filling of the northbound lanes of SW State Street from just north of SW Oralabor Road to just south of SW Ordnance Road in the City of Ankeny.

The construction improvements include the partial depth repair of approximately 5,250 SF of PCC pavement along with the cleaning and filling of approximately 30,000 LF of cracks and joints along the corridor. Other associated improvements include approximately 250 SY of full-depth PCC patching, temporary traffic control, portable dynamic message signs, mobilization, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within **forty (40) working days.** Full completion for the overall project shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The 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 **7th day of February, 2022.**

_____

Mark E. Holm, Mayor

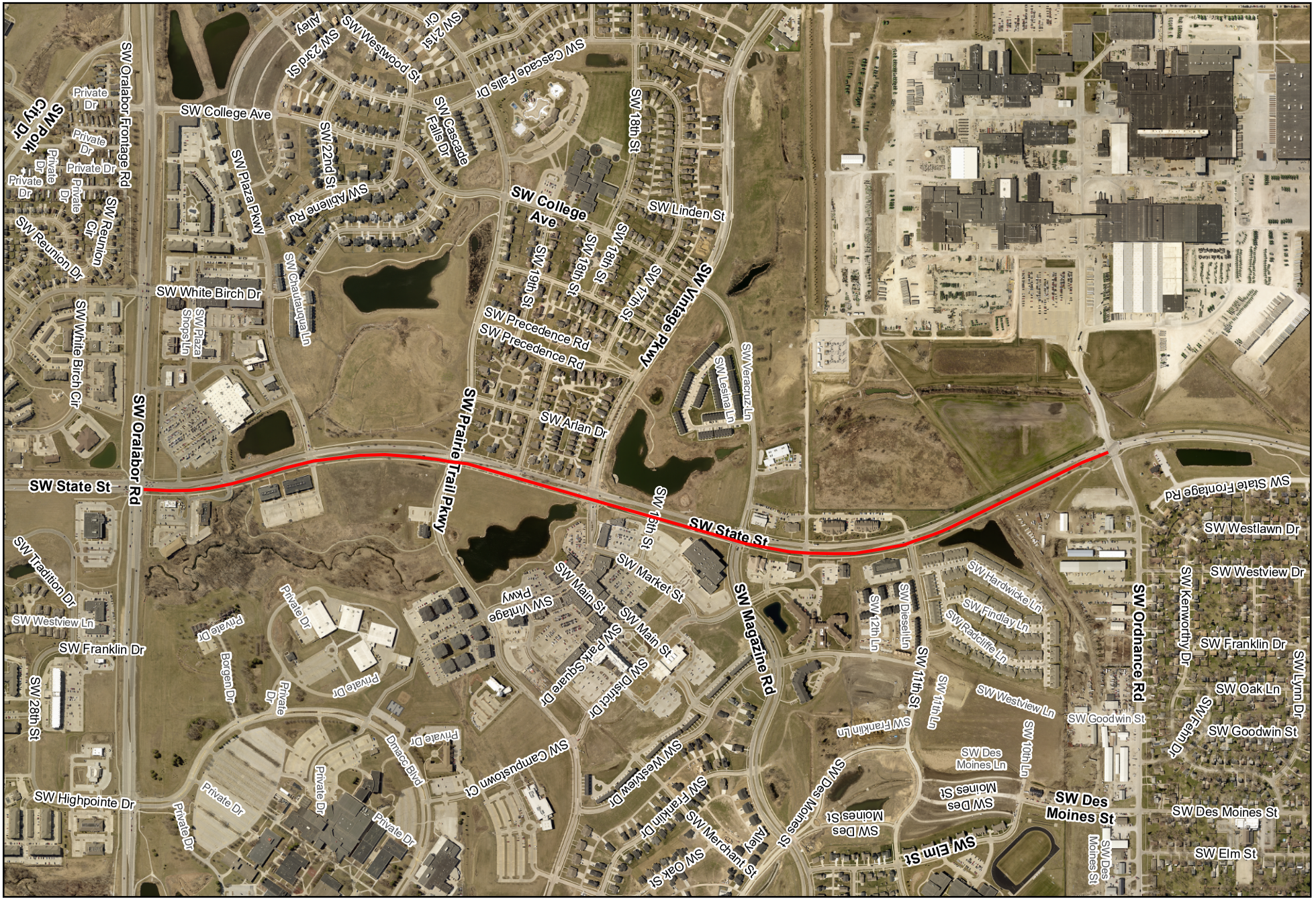
ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **11th day of February, 2022.**

Published in the Des Moines Register the **18th day of February, 2022.**


SW State St
SW Oralabor Rd
SW Prairie Trail Pkwy
SW Magazine Rd
SW Ordnance Rd
SW College Ave
SW Vintage Pkwy
SW Oralabor Frontage Rd
SW Polk City Dr
SW Reunion Dr
SW White Birch Dr
SW White Birch Cir
SW Plaza Pkwy
SW Chautauqua Ln
SW Abilene Rd
SW 22nd St
SW Cascade Falls Dr
SW Westwood St
SW 2nd St
Alley
SW 21st Cir
SW Cascade Falls Dr
SW 18th St
SW Linden St
SW 19th St
SW 18th St
SW 17th St
SW Precedence Rd
SW Precedence Rd
SW Veracruz Ln
SW Lesina Ln
SW Arlan Dr
SW Plaza Shops Ln
SW Tradition Dr
SW Westview Ln
SW Franklin Dr
SW 28th St
SW Highpointe Dr
Borgen Dr
Private Dr
Private Dr
Private

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed North Ankeny Boulevard Fiber Optic Upgrade

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the North Ankeny Boulevard Fiber Optic Upgrade which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

The project will replace existing conduit and fiber optic cable that is located too near the ground surface and therefore suffers outages during winter conditions. The project will also address the current capacity bottleneck, and increase the bandwidth for both the traffic signal network and the overall City communications network.

Due to concerns with manufacturing and shipping delays, the City will furnish the fiber optic cables for contractor installation.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall fully complete the entire project on or before October 31, 2022. The project shall begin no later than May 2, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 7, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 11, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: 18, 2022

4. Bid Opening (10:30 A.M., Public Services Building): March 1, 2022

5. Public Hearing and Award Contract: March 7, 2022
(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 Improvements Program with construction scheduled for 2022.

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 1, 2022 and setting the public hearing date as March 7, 2022 for the North Ankeny Boulevard Fiber Optic Upgrade, 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 11, 2022 and to be published in the Des Moines Register on February 18, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction of the North Ankeny Boulevard Fiber Optic Upgrade and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 AM / date of hrg: 3/7/22 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders - Hearing
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE, 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 ANKENY BOULEVARD FIBER OPTIC UPGRADE, 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 Ankeny Boulevard Fiber Optic Upgrade; 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 Ankeny Boulevard Fiber Optic Upgrade, 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 North Ankeny Boulevard Fiber Optic Upgrade includes furnishing and installing fiber optic conduit, handholes and equipment along North Ankeny Boulevard from 1st Street to N 18th Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The construction improvements include installation of conduit, fiber optic cable, tracer wire, pull tape, handholes, fiber optic cable splicing and associated equipment. The project includes an estimated 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,820 LF of 48-count or less fiber optic cables (City-furnished), 5,750 LF of 2" HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization 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 1, 2022, 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 7, 2022, 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 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost for the **North Ankeny Boulevard Fiber Optic Upgrade** project at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements 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 **1st day of March, 2022,** at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 1st day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than May 2, 2022,** 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 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

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 Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, IA 50023, for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-2020 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.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

NORTH ANKENY BOULEVARD FIBER OPTIC UPGRADE

The North Ankeny Boulevard Fiber Optic Upgrade includes furnishing and installing fiber optic conduit, handholes and equipment along North Ankeny Boulevard from 1st Street to N 18th Street in the City of Ankeny. Also included within the project is installation of City-furnished fiber optic cable.

The construction improvements include installation of conduit, fiber optic cable, tracer wire, pull tape, handholes, fiber optic cable splicing and associated equipment. The project includes an estimated 7,020 LF of two 96-count fiber optic cables (City-furnished), 1,940 LF of 48-count or less fiber optic cables (City-furnished), 5,860 LF of 2" HDPE conduit and 650 splices. Other associated improvements include traffic control, mobilization 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 **one (1)** year 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 the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the project no later than **October 31, 2022.** Fully complete shall be defined as all work and testing completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars ($500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **7th day of February, 2022.**

_____

Mark E. Holm, Mayor

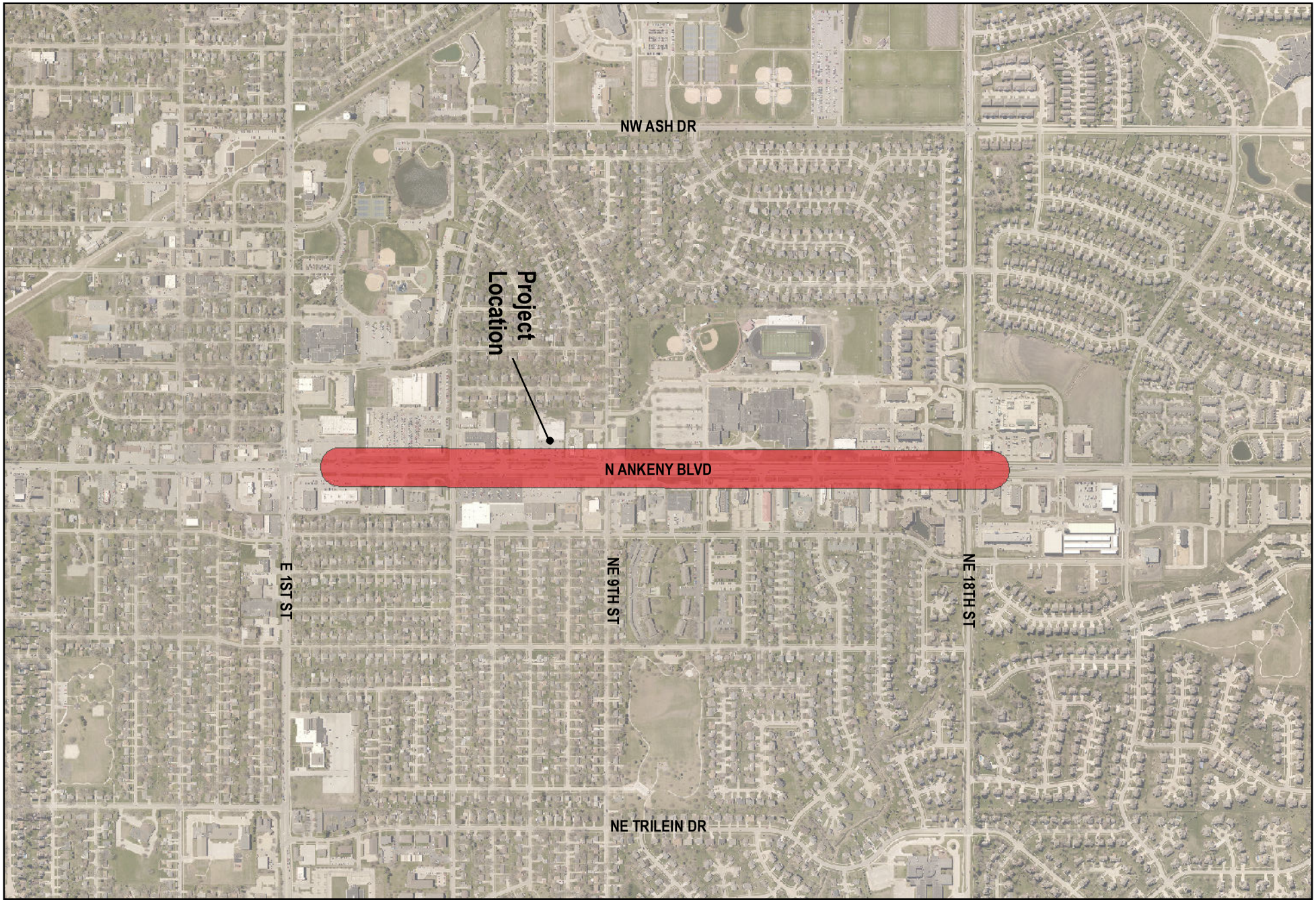
ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **11th day of February, 2022.**

Published in the Des Moines Register the **18th day of February, 2022.**



city of Ankeny
bringing it all together

2021 - N ANKENY BLVD LANDSCAPE, SIGNAL & FO UPGRADE

MAP IS FOR LOCATIONAL PURPOSES ONLY

W E S N

1 in = 1,000 ft

Date: 3/6/2020

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2022 PCC Reconstruction Program - SE Peachtree Drive

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the 2022 PCC Reconstruction Program - SE Peachtree Drive project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 2, 2022 and no later than June 6, 2022. The contractor will have 85 working days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 7, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 11, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 18, 2022

4. Bid Opening (10:30 A.M., City Hall): March 1, 2022

5. Public Hearing and Contract Award: March 7, 2022
(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 2022.

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 1, 2022 and setting the public hearing date as March 7, 2022 for the 2022 PCC Reconstruction Program - SE Peachtree Drive 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 11, 2022 and to be published in the Des Moines Register on February 18, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents will be held in late March / early April 2022. Property owners and residents will be updated via letters during the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the 2022 PCC Reconstruction Program - SE Peachtree Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 3/1/22 @ 10:30 A.M. / date of hrg: 3/7/22 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice to Bidders and Notice of Public Hearing
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE, 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 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE, 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 2022 PCC Reconstruction Program - SE Peachtree Drive; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2022 PCC Reconstruction Program - SE Peachtree Drive, 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 2022 PCCReconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.
>
> The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to March 1, 2022, 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 7, 2022, 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 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost for the **2022 PCC Reconstruction Program – SE Peachtree Drive** project at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements 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 **1st day of March, 2022,** at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 1st day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 2, 2022 and no later than June 6, 2022,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in May 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Works Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

2022 PCC RECONSTRUCTION PROGRAM – SE PEACHTREE DRIVE

The 2022 PCC Reconstruction Program – SE Peachtree Drive project includes pavement reconstruction and minor utility improvements along SE Peachtree Drive from just north of SE Magnolia Drive to just south of SE Oralabor Road in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 3,550 SY of 8" PCC Class C-SUD street pavement, along with approximately 275 SY of 7" PCC Class C-SUD intersection handwork, 250 SY of 7" PCC Class C commercial driveways, and 225 SY of 6" PCC Class C residential driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, reconnection of storm sewer service stubs, minor adjustments to existing storm sewer structures, surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within **eighty-five (85) working days.** Full 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, and all improvements ready for final acceptance. **A mandatory six-day work week is required and working days will be charged on Saturdays.** Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The 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 **7th day of February, 2022.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **11th day of February, 2022.**

Published in the Des Moines Register the **18th day of February, 2022.**

city of Ankeny
bringing it all together

2022 - PCC Reconstruction Program - SE Peachtree Drive

Map is for Locational Purposes Only

W E S N

1 in = 200 ft

Date: 1/5/2022

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed NE Four Mile Drive RCB for Deer Creek

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the NE Four Mile Drive RCB for Deer Creek project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost, and setting a date for the filing of bids on the project.

The NE Four Mile Drive RCB for Deer Creek project will include the construction of a new reinforced concrete box culvert that is generally located along NE Four Mile Drive between NE 16th Street and NE 8th Street where Deer Creek crosses.

-

The construction improvements include construction of a twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvements include mobilization, excavation, fencing, revetment, erosion control, 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, the contractor will be expected to start the project as early as March 8, 2022, but not later than April 11, 2022. The contractor will have 90 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 7, 2022

2. Post Notice to Bidders and Notice of Public Hearing: February 11, 2022

3. Publish Notice to Bidders and Notice of Public of Hearing: February 18, 2022

4. Bid Opening (10:30 A.M., Public Services Building): March 1, 2022

5. Public Hearing and Award Contract: March 7, 2022
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **??No**

This project is included in the City's current Capital Improvement Program with construction planned for 2022.

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 1, 2022 and setting the public hearing date as March 7, 2022 for the NE Four Mile Drive RCB for Deer Creek project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on February 11, 2022 and published in the Des Moines Register on February 18, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Council previously approved the development agreement dated 9/7/21 that is attached for reference. This agreement was needed to continue with the design of the RCB as it identified responsibilities of the both the Developer and the City going forward.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the NE Four Mile Drive RCB for Deer Creek project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 3/1/22 @ 10:30 a.m./date of hrg: 3/7/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
Project Location Map
Development Agreement

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NE FOUR MILE DRIVE RCB FOR DEER CREEK, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NE FOUR MILE DRIVE RCB FOR DEER CREEK, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NE Four Mile Drive RCB for Deer Creek, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NE Four Mile Drive RCB For Deer Creek project is generally located on NE Four Mile Drive between NE 16th St and NE 8th St. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvements include mobilization, excavation, fencing, revetment, erosion control, 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 1, 2022, 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 7, 2022, 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 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NE FOUR MILE DRIVE RCB FOR DEER CREEK

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs 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 total cost for the ***NE Four Mile Drive RCB For Deer Creek*** project at its meeting at **5:30 P.M. on the 7th day of March, 2022,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements 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 **1st day of March 2022,** at the reception desk in said Ankeny Public Services Building. Bids 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 by the City Clerk and bids tabulated at **10:30 A.M. on the 1st day of March, 2022,** in said Ankeny Public Services Building. Pursuant to Iowa Code Sec. 21.8, the bid opening will be conducted electronically and interested persons may attend the bid opening by the following methods:

1. Join Meeting Electronically:
   https://v.ringcentral.com/join/515965640
2. Join Meeting by Phone:
   Dial: +1 650 419 1505
   Access Code / Meeting ID: 515 965 640

Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 7th day of March, 2022,** 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 March 8, 2022 and no later than April 11, 2022,** 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 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Ankeny City Hall, 410 West First Street, Ankeny, Iowa, 50023.

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 Kirkham, Michael & Associates, Inc., 4390 114th St, Urbandale, IA 50322 for a fee of Fifty Dollars ($50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-270-0848 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

NE Four Mile Drive RCB For Deer Creek

The NE Four Mile Drive RCB For Deer Creek project is generally located on NE Four Mile Drive between NE 16th St and NE 8th St. The construction improvements include construction of a Twin 12' x 8' x 188' reinforced concrete box culvert and roadway embankment. Other associated improvements include mobilization, excavation, fencing, revetment, erosion control, 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 the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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 following acceptance of the project by the City of Ankeny and the provisions stipulated 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. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project within **ninety (90) working days.** Full completion for the overall project shall be defined as all culvert construction and excavation completed, all site restoration and seeding completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The 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 **7th day of February, 2022.**

_____

Mark Holm, Mayor

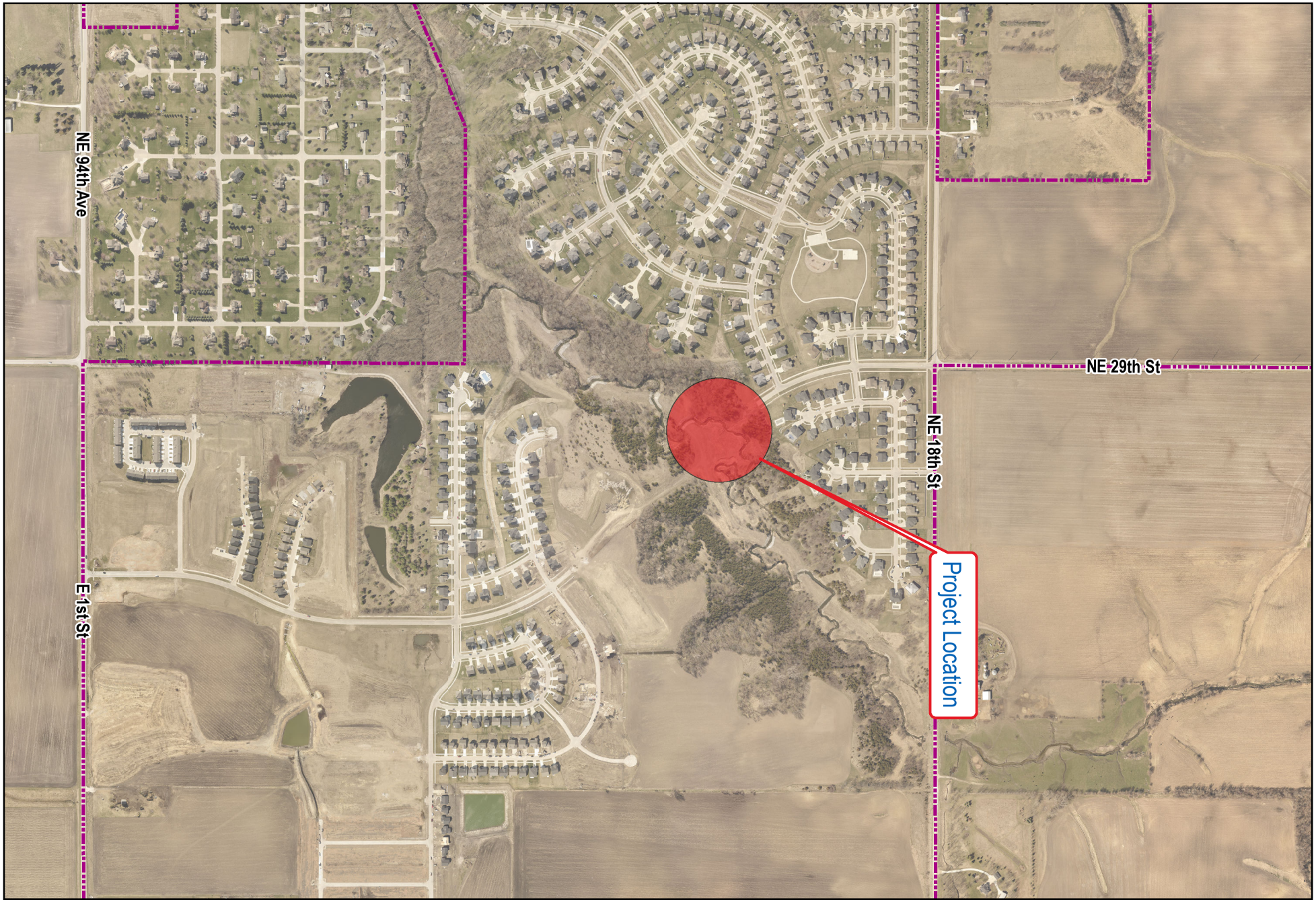
ATTEST:

_____

Denise L. Hoy, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **11th day of February, 2022.**

Published in the Des Moines Register the **18th day of February, 2022**



city of Ankeny
bringing it all together

2022 - NE Four Mile Drive RCB Culvert for Deer Creek
Map is for Location Purposes Only

1 in = 800 ft

Date: 1/4/2022

DEPARTMENT OF MUNICIPAL UTILITIES

Recorded: 9/17/2021 at 9:22:22.0 AM
County Recording Fee: $27.00
Iowa E-Filing Fee: $3.50
Combined Fee: $30.50
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202100098380
BK: 18756 PG: 919

WHEN RECORDED RETURN TO:
Denise L. Hoy, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 220 West First St., Ankeny, Iowa 50023 (515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA AND DEER CREEK ESTATES, LLC

WHEREAS, Deer Creek Estates, LLC, an Iowa Limited Liability Company, (hereinafter "Developer") is in the process of developing property in the northeastern portion of the City of Ankeny, Iowa (hereinafter "City") to be legally described as The Crossings at Deer Creek Plat 7 (hereinafter "Developer's Property") and intends to present other property to the City for plat approval; and

WHEREAS, the construction of public improvements on the Developer's Property will facilitate the need for the NE Four Mile Drive street crossing of Deer Creek, which is a tributary of Fourmile Creek, as shown in the Deer Creek PUD Concept Plan, approved by the City in 2007; and

WHEREAS, the construction of a Reinforced Concrete Box Culvert (RCBC) and arterial street improvements should be installed according to the "Policy for Improvements on Proposed Crossings of Existing Waterways" adopted by the City on June 1, 2020 ("Policy"); and

WHEREAS, in accordance with the Policy the City will construct certain improvements, including the RCBC structure as shown on the public improvement plans for the NE Fourmile Drive street crossing of Deer Creek approved by the City; and

WHEREAS, in accordance with the Policy, the Developer will construct certain improvements and the City shall share in or contribute to certain improvements; and

WHEREAS, to resolve any dispute between the parties concerning the application of the Policy to Developer's Property, including the litigation known as Deer Creek Estates, L.L.C. v. City of Ankeny, Iowa, being CVCV060408 in Polk County, and to facilitate the plats submitted by the Developer being brought before the Council, the parties have entered into this Agreement; and

WHEREAS, the Preliminary Cost Projection attached as Exhibit "A" is attached for the

purpose of showing which improvements are to be constructed by the City and which improvements are to be constructed by the Developer.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. Reinforced Concrete Box Construction. The City agrees to provide the engineering and the construction to install the RCBC structure.

2. Grading. The City agrees to provide the engineering and the construction needed to load, transport, place and compact the earth fill material to bring the embankment grade to the bottom of the proposed pavement subgrade or subbase elevation. The embankment construction will be completed with the construction of the RCBC structure. Responsibility for the embankment construction shall be as follows:

a. The estimated volume of in-place fill material needed to construct the embankment over the top of the RCBC is approximately 50,000 CY.

b. The proposed street grade on the south side of the culvert will create a large cut that will provide an estimated 30,000 CY of fill material.

c. The remaining estimated 20,000 CY of fill material will be obtained by the City from the Developer's stockpile of fill material located adjacent to the RCBC location.

d. The Developer agrees to pay the City for one-half of the cost incurred by the City to clear and grubb, strip the topsoil, and load, haul, place and compact the fill material from the two above specified locations.

e. The City agrees to pay the Developer for the value of the estimated 20,000 CY of fill material that will be obtained from the Developer's adjacent stockpile. The value of the in-place stockpiled fill has been set at $3.00 per CY based on the Developer's certified costs to place the existing stockpile of fill material.

f. The actual payments beween the City and Developer will be based upon the contractor's bid prices and field-measured earth volume quantities for the RCBC project. A single net payment can be made based on the difference between Items d. and Item e. above within thirty (30) days after the public improvements have been completed and accepted by the City Council.

The Developer agrees to provide the engineering and the construction for subgrade preparation and/or subbase, street pavement, water main, storm sewer, street lights, and sidewalk improvements to complete the street connection over the top of the RCBC structure.

3. Water Main. The Developer agrees to provide the engineering and the construction for the Water Main. The City agrees to reimburse the Developer at the City's reimbursement rate for each lineal foot of 12 inch water main installed acrossa the connection. The actual amount will be based on the certified length of water main installed as measured at the time of project

completion. Payment shall be made by the City to the Developer within thirty (30) days after the public improvements have been completed and accepted by the City Council.

4. Storm Sewer. The Developer agrees to provide the engineering and the construction for the Storm Sewer.

5. Pavement. The Developer agrees to provide the engineering and the construction for the Pavement. The City agrees to reimburse the Developer at the City's reimbursement rate for each lineal foot of 8 foot sidewalk installed across the connection. The actual amount will be based on the certified length of sidewalk constructed as measured at the time of project completion. Payment shall be made by the City to the Developer within thirty (30) days after the public improvements have been completed and accepted by the City Council.

6. Property Acquistion. The Developer agrees to provide to the City the fee title, permanent easement(s), and/or temporary construction easement(s) needed for the RCBC, street crossing, public utility improvements (sanitary sewer, storm sewer, and water main), and sidewalk improvements. The Developer also agrees to provide the temporary construction easement to allow the City to obtain the fill material from the adjacent street grade and stockpile on the south side of the RCBC as described in Paragraph 2. above.

7. Project Schedule. The City agrees to design, construct and accept the RCBC structure as soon as possible. The Developer agrees to design, construct and have all of the necessary improvements for the street crossing ready for acceptance by the City Council within 12 months of the completion of the RCBC construction; provided, however, the time may be extended due to weather conditions. The Developer shall not start construction of the improvements for the street crossing until the RCBC structure has been constructed and accepted by City Council.

8. Payment. Notwithstanding the timing of payments set out in paragraphs above, the parties may agree that all payments for grading, water main and pavement to be made between the parties shall be accounted for and a net payment made within thirty (30) days after the last of the public improvements have been completed and accepted by the City Council.

9. This Agreement shall be governed by the laws of the State of Iowa.

10. In the event a party hereto fails to pay its obligations under this Agreement or breaches 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.

11. 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.

12. 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.

13. 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.

14. 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
410 West First Street
Ankeny, IA 50023
Attn.: City Manager

Deer Creek Estates, LLC:

Deer Creek Estates, LLC
160 Adventureland Drive NW
Altoona, IA 50009
Attn.: Brad Skinner

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.

15. The Developer agrees that upon approval of this Agreement it shall dismiss the litigation known as Deer Creek Estates, L.L.C. v. City of Ankeny, Iowa, being CVCV060408 in Polk County. The City agrees that Plat 7 and any other plats along or adjacent to Four Mile Drive East of the culvert brought forward to the City by the Developer will not be delayed due to the improvements specifically addressed in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 7th day of September, 2021.

DEER CREEK ESTATES, LLC

By: _____

Name: R. Bradley Skinner

Title: Co-Manager

CITY OF ANKENY, IOWA

By: _____

Gary Lorenz, Mayor

By: _____

Denise L. Hoy, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the 24th day of August, 2021, before me, a Notary Public in and for said County and State personally appeared R. Bradley Slusher, to me personally known, who being by me duly sworn, did say that he is the Manager of Deer Creek Estates, LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State of Iowa

PAMALA L GOODMAN
Commission Number 706709
My Commission Expires
11.6.21

STATE OF IOWA, COUNTY OF POLK, ss:

On the 7th day of September, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **GARY LORENZ** and **DENISE L. HOY**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the 7th day of September, 2021, and the said **GARY LORENZ** and **DENISE L. HOY** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

DIANE KLEMME
Commission Number 704107
My Commission Expires
7.14.24

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements

Professional Services Agreement with HR Green, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with HR Green, Inc. for the design engineering services and bidding phase services needed for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

This project will construct a tunnel for the Oralabor Gateway Trail under SW State Street to improve traffic safety and operations for vehicles, bicyclists, and pedestrians. It will also address the safety and operational issues of the SW State Street/SW Oralabor Road intersection by providing a right-turn lane,

two thru-lanes, and dual left-turn lanes at all of the approaches.

The design engineering services for this project needs to be undertaken at this time so that the project schedule can be maintained. The project will require significant coordination with the Iowa DOT due to the impacts to SW Oralabor Road (IA Hwy 160/IA Hwy 415) and SW State Street (IA Hwy 415).

The Public Works Department proposes to use HR Green, Inc. to complete the necessary design engineering and bidding phase services for the project. The scope of the design engineering and bidding phase services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the design engineering and bidding phase services is $355,700.00.

It is anticipated that the project will be bid in February 2023 for construction in 2023.

It is recommended that the City Council approve the Professional Services Agreement with HR Green, Inc.

FISCAL IMPACT: **??No**

This project is included in the City of Ankeny's 2022-2026 Capital Improvement Program for design in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with HR Green, Inc. for the design engineering and bidding phase services on the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in an amount not to exceed $355,700.00 and authorize 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 HR Green, Inc. for the design engineering and bidding phase services on the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project in an amount not to exceed $355,700.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

For

Oralabor Gateway Trail SW State Street Grade Separated Crossing

and

SW Oralabor Road and SW State Street Safety Improvements

City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA, 50023
515-963-3520

Jason Lastovica, P.E., Project Manager
HR Green, Inc.
5525 Merle Hay Road
Suite 200
Johnston, IA, 50131
515-657-5263

February 7, 2022

TABLE OF CONTENTS

1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

8.0 TERMS AND CONDITIONS

EXHIBIT A CITY OF ANKENY INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

EXHIBIT B HR GREEN BILLING RATE SCHEDULE (EFFECTIVE JANUARY 1, 2022)

EXHIBIT C PROJECT SURVEY LIMITS

EXHIBIT D SW ORALABOR ROAD AND SW STATE STREET INTERSECTION IMPROVEMENTS

EXHIBIT E GEOTECHNICAL ENGINEERING SERVICES ANTICIPATED EXPLORATION PLAN

THIS **AGREEMENT** is between the City of Ankeny (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 PROJECT UNDERSTANDING

1.1 General Understanding

THIS AGREEMENT includes the preliminary and final design of two projects at the intersection of SW Oralabor Road (IA 415 / IA 160) and SW State Street (IA 415) in the City of Ankeny.

- The first project includes the preliminary and final design of turn lane and traffic signal improvements at the intersection of SW Oralabor Road and SW State Street (hereafter “INTERSECTION PROJECT”).

- The second project includes the design of a grade separated crossing of Oralabor Gateway Trail at SW State Street (hereafter “TRAIL PROJECT”).

1.2 Project Criteria and Assumptions

- Design of the TRAIL PROJECT will be based on the preferred alternative determined during the Feasibility Study phase of a separate AGREEMENT.

- The TRAIL PROJECT is programmed with Surface Transportation Block Grant Transportation Alternative Program (STBG – TAP) funds.

- Design of the INTERSECTION PROJECT will be based on the illustrative concept (Exhibit D) included in the Application for Iowa’s Clean Air Attainment Program (ICAAP) dated September 29, 2021 and prepared by COMPANY.

- Development and design of the projects will follow the Iowa Department of Transportation (DOT) Federal-Aid Project Development Guide for Local Public Agencies.

- The projects will be combined in a single plan set with multiple Divisions for respective bid items and specifications. Iowa DOT will administer the bid letting process.

- Acquisition of permanent right-of-way, permanent easements, and temporary construction easements is anticipated.

- Adjustment or relocation of existing utilities will be required.

- Coordination with the US Army Corps of Engineers (USACE) may be required to complete a jurisdictional determination of potential right-of-way wetlands and potential mitigation requirements.

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

- Phase 1.0 – Project Management and Administration
- Phase 2.0 – Survey and Mapping
- Phase 3.0 – Utility Coordination
- Phase 4.0 – Pre-Design Concept
- Phase 5.0 – Preliminary Design
- Phase 6.0 – Right-of-Way and Easements

- Phase 7.0 – Project Information Meeting
- Phase 8.0 – Geotechnical Engineering Services
- Phase 9.0 – Final Design
- Phase 10.0 – Pre-Letting Support

Each of these Phases of professional services is described in the following pages.

2.1 Phase 1.0 – Project Management and Administration

COMPANY will perform the following project management and administration services to deliver the project.

2.1.1 Administration and Controls

Prepare a Project Management Plan which includes communication protocols, schedule, work plan and a Quality Control Plan. COMPANY will monitor project progress in conformance with the Project Management Plan and design Quality Control reviews are completed in accordance with the Quality Control Plan.

2.1.2 Progress Reporting and Invoicing

Prepare twelve (12) invoices and progress reports which describe services complete for the period, budget status, and any outstanding items critical to project delivery.

2.1.3 Communications and Meetings

Participate in recurring phone and email correspondence with CLIENT and Iowa DOT for the AGREEMENT duration (12 months).

Conduct one (1) internal project kick-off meeting and recurring internal coordination meetings with core team members to discuss project progress, schedule, and budget. COMPANY anticipates twelve (12) formal internal project coordination meetings.

This task includes four (4) formal project status meetings with CLIENT. Meetings will involve two (2) representatives of COMPANY, to be held at either COMPANY's or CLIENT's location, or hosted by COMPANY online. COMPANY will prepare an agenda and distribute minutes for each meeting.

2.2 Phase 2.0 – Survey and Mapping

COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to perform topographic survey, right-of-way survey, and survey base mapping. Survey and mapping will supplement data collected for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT. Topographic survey will include features within existing right-of-way and just beyond the existing right-of-way to understand the terrain and existing features immediately adjacent to anticipated project limits. The extent of the right-of-way survey and mapping will be as necessary to establish existing right-of-way and easements and will be performed under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

2.2.1 Survey

COMPANY shall provide survey generally described below and identified in EXHIBIT C.

- Along SW Oralabor Road from 1,000 feet west of the SW State Street intersection to 1,000 feet east of the SW State Street intersection (approximately 2,000 linear feet).

Total width is approximately 100 feet from the south edge of pavement to just beyond the existing north right-of-way.

- Along SW State Street from 800 feet north of the SW Oralabor Road intersection to 1,200 feet south of the SW Oralabor Road intersection (approximately 2,000 linear feet). Total width is approximately 200 feet.

Permit

COMPANY has confirmed with Iowa DOT that survey activities for the INTERSECTION PROJECT will be allowed under Permit No. 77A-2021-046. Permit No. 77A-2021-046 is the active permit for work authorized in Iowa DOT right-of-way for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT.

Right-of-Entry

Right-of-Entry is not anticipated for adjacent parcels. Survey of features near existing right-of-way will not be invasive and generally within the effective roadway borders.

Ground Control

Iowa Regional Coordinate System Zone 8 NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88) IA RTN US Survey Feet will be used. Narrative explaining how horizontal control points and vertical datum were determined will be prepared. This narrative will be included in the Preliminary Plans, Check Plans, and Final Plans.

- *Horizontal Control* – Locate existing survey control points established along the roadways within the project area. Establish additional control points (minimum of 4) along the project extents as necessary. The additional control points will be referenced to physical features.

- *Vertical Control* – Locate existing benchmarks established along roadways within the project area. Establish additional benchmarks (minimum of 4) and elevations of control points.

Topographic Survey

Utilizing project control established by the COMPANY, NILLES shall provide topographic survey. Iowa DOT feature codes will be used for survey on the project and identify the following:

- Locate topographic features within the project limits. These items include trees, shrubs, fences, parking lots, retaining walls, signs, ground break lines etc.

- Locate streets, driveways, sidewalks, pedestrian curb ramps, curb and gutter, etc. Existing joints will be located near proposed pavement tie-in locations. The type of material shall be noted (e.g. concrete, asphalt, etc.).

- Locate storm sewer intakes, storm sewer manholes, driveway pipes, roadway cross culverts, sanitary sewer manholes, water valves, hydrants, traffic and fiber handholes, light poles, traffic signal poles, and cabinets.

Right-of-Way Survey

Utilizing project control established by the COMPANY, NILLES shall provide right-of-way survey services generally described below:

- Research City and County records including right-of-way strip maps, subdivision plats, section corner ties and surveys and locate existing boundary corner monuments.

- Determine ownership of the properties affected by the project and establish property lines, right-of-way lines, section lines, and easements.

Utility Survey

Field survey the horizontal locations of private utilities and public utility systems based on surface visible features (e.g. telephone pedestals, power poles, guy wires, electric transformer boxes, able television pedestals, light poles and luminaries, valves, utility accesses and vaults, etc.), flags and marks by utility owners, and test holes.

Intakes and manholes will be opened to measure the structure's dimensions (length, width, and depth); direction of flow and sizes of each pipe; the flow line elevations of each pipe; and to determine the types of structure and pipe materials.

Field Books

Field books will be prepared and describe typical field information associated with field conditions, control point and benchmark information, and unique topographic features. In addition to information and data typically included with survey field books, sketches of storm sewer structures and roadway cross culverts will include:

- Accurate identification of pipe sizes, shapes, flow lines, and materials.
- Location of casting(s) in relation to center of structure or walls.
- "Assessment of Condition" ("Good" / "Fair" / "Poor") for the structure and visible portions of connecting pipes, including identification of structure materials (e.g. concrete block, cast-in-place concrete, corrugated metal pipe, brick, etc.)

2.2.2 Mapping

Base Mapping and Digital Terrain Modeling

A Base Map and Digital Terrain Model (DTM) will be used by COMPANY for the design of the proposed improvements. A combined Base Map and DTM will be created by NILLES that includes previously acquired data for the TRAIL PROJECT with data collected for the INTERSECTION PROJECT.

- *Base Map* – Prepare a MicroStation CAD drawing that contains survey line-work, symbols, and drawings of features that were located as part of the topographic and utility surveys. Public and private utility locations will be based on surface visible features and locations marked by owners in the field in coordination with maps obtained from utility companies. The CAD drawing file will comply with Iowa DOT Design Manual protocols.

- *Digital Terrain Model* – Create a DTM to display ground contours at one-foot (major) and 0.2 foot (minor) intervals in the Base Map Contours Model. The DTM and base map will be used for the design of the proposed improvements.

Right-of-Way Mapping

Right-of-Way Survey will be mapped to establish existing right-of-way and easements under the supervision of NILLES' Professional Land Surveyor licensed in the State of Iowa.

- Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

- Prepare necessary section corner certificates.

- Prepare CAD files in Bentley MicroStation with property lines, roadway right-of-way lines, section lines, and easements as shown on existing plats and other documents of record along with the land corner monuments and property pins located in the field.

2.3 Phase 3.0 – Utility Coordination

2.3.1 Utility Identification

COMPANY will coordinate with Iowa One Call to identify utilities within the INTERSECTION PROJECT footprint which require notification. COMPANY will contact public and private utility owners of record to request current maps of facilities within the project area. COMPANY will review utility maps provided by facility owners for consistency with field locates. Information obtained will supplement and be combined with utility information collected for the TRAIL PROJECT during the Feasibility Study phase as part of a separate AGREEMENT.

2.3.2 Conflict Identification

COMPANY will identify potential utility conflicts based on the surface locates provided by Iowa One Call service providers, utility survey of surface visible utility features, mapping and record drawings provided by utility owners, and the preliminary design developed for the projects. COMPANY will provide copies of Preliminary Plans and will coordinate with utility companies to advise the utility companies of the nature and extent of the proposed improvements and potential conflicts.

2.3.3 Meetings

COMPANY will conduct the following coordination meetings with facility owners. COMPANY will prepare an agenda and document discussions and decisions in meeting minutes and distribute minutes to participants.

- One (1) joint utility coordination meeting will be conducted at the conclusion of ***Phase 5.0 – Preliminary Design***.

- One (1) focus coordination meeting with MidAmerican Energy to discuss potential impacts to underground gas and electric lines.

- One (1) joint utility coordination meeting will be conducted in advance of the Check Plans milestone submittal to document relocation plans developed by utility owners.

2.3.4 Test Holes

COMPANY will employ the services of a qualified SUBCONTRACTOR, Badger Daylighting, Inc. (hereafter "BADGER") to perform vacuum excavation to spot check existing underground utilities near the location of the proposed improvements. Vacuum excavation test holes will validate the horizontal and vertical location of mapped utilities for the purposes of determining potential utility conflicts and validating traffic signal pole locations. This Scope of Services includes up to eight (8) vacuum excavation test holes.

BADGER will be required to independently coordinate with Iowa One Call to confirm the presence of utilities prior to vacuum excavation. BADGER will be required to independently coordinate with Iowa DOT to obtain the appropriate permit(s) to perform vacuum excavation within right-of-way and perform work in compliance with the terms and conditions of the permit.

2.3.5 Relocation Plan Review

COMPANY will file franchise utility relocation plans, review relocation plans, and coordinate CLIENT relocation plan review. CLIENT will coordinate franchise utility relocation permitting for the north leg of SW State Street which is situated within City of Ankeny right-of-way.

Utility owners will be required to coordinate with Iowa DOT independently to obtain a permit for work on SW Oralabor Road and the south leg of SW State Street through submittal of ***Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations***. SW Oralabor Road and the south leg of SW State Street are situated within Iowa DOT right-of-way.

2.4 Phase 4.0 – Pre-Design Concept

COMPANY will perform environmental review, agency coordination, and prepare ***Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects*** to initiate Iowa DOT project review in compliance with the Iowa DOT Federal-Aid Project Development Guide for Local Public Agencies (LPA) and with applicable Instructional Memorandums (I.M.).

2.4.1 Concept Statement

COMPANY will prepare ***Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects*** and ***Iowa DOT Form 760006 – Park, Recreation Land, and Wildlife and Waterfowl Refuge Section (4f) Determination*** to document the type, location, programmed and anticipated costs, environmental impacts, and design criteria for the projects. Design criteria for the projects will be based on SUDAS, Iowa DOT, and other applicable sources with input from CLIENT and Iowa DOT. The following will be performed to document design criteria and constraints within ***Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects***:

- Prepare map(s) of projects and vicinity and determine functional classifications.
- Establish and evaluate geometric elements of the proposed improvements.
- Determine project areas to be closed to traffic and detour alternatives.
- Evaluate maintenance of pedestrian and bicycle traffic during construction.
- Identify potential design exceptions for sight distance, clearances, etc.

2.4.2 Wetland Delineation

The Wetland Delineation Report will describe results of a wetland delineation of the site conducted by the COMPANY using methods in the ***1987 USACE Wetlands Delineation Manual*** and ***2010 Regional Supplement to the USACE Wetland Delineation Manual: Midwest Region***. Wetland boundaries will be recorded using sub-meter accuracy GPS and drawn on high-resolution aerial photographs. The report will include an introduction, background information review, observed site conditions including wetland descriptions, site photographs, and figures depicting wetland delineated wetland boundaries. COMPANY may request a jurisdictional determination from USACE, if necessary.

2.4.3 Habitat Assessment

A Habitat Assessment will be completed to identify potential habitat for species on the US Fish and Wildlife's Section 7 Technical Assistance website (http://www.fws.gov/midwest/endangered/) known to occur in Polk County, Iowa. The report will include conclusions regarding the presence of potential habitat for species on the Polk County. The Habitat Assessment will support the completion of ***Iowa DOT Form 760005 – Determination of Effect for Threatened & Endangered Species***.

2.4.4 Cultural Resources Review

COMPANY will coordinate with CLIENT to request that Iowa DOT Location and Environment Bureau (LEB) perform a review of the projects and issue cultural resources clearance due to the disturbed and developed nature of the site. The projects will require new right-of-way and easement; however, impacts to historic properties or archaeological sites are not anticipated. This Scope of Services does not include a Cultural Resources Field Investigation and Report.

2.4.5 Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to milestone submittals for the technical reports and forms prepared during ***Phase 4.0 – Pre-Design Concept***. Technical reviews will be performed by the Project Manager and experienced subject matter experts to check for accuracy and completeness of documents.

2.5 Phase 5.0 – Preliminary Design

COMPANY will perform preliminary design services for both the INTERSECTION PROJECT and the TRAIL PROJECT, including the preparation of Preliminary Plans depicting the proposed improvements in a single set of plans. COMPANY will submit Preliminary Plans to CLIENT in advance of a submittal to Iowa DOT to establish final right-of-way and easements, coordinate utility relocations, and conduct a Project Information Meeting. Following CLIENT review of Preliminary Plans and initiation of right-of-way and easement acquisitions COMPANY will revise Preliminary Plans and submit to Iowa DOT for review and comment. The work tasks to be performed by COMPANY as part of this Phase are described below.

2.5.1 Preliminary Roadway

Roadway Typical Sections and Details

Typical sections and typical details for the INTERSECTION PROJECT will be prepared to represent the appropriate width and longitudinal jointing layout of SW Oralabor Road and SW State Street based on Exhibit D. Typical section elements shown on B Sheets will include lane widths, curb and gutter sections, median width, cross slope, sidewalk width and slope, and parking area width and slope. COMPANY will develop preliminary typical cross sections and details for inclusion in the Preliminary Plans based on collaboration with CLIENT.

Roadway Plan and Profile

Establish preliminary existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information. The existing alignments and profiles will be used for design and construction of the proposed INTERSECTION PROJECT improvements.

Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving, such as ditch grades, will be depicted on the D Sheets (SW Oralabor Road) and E Sheets (SW State Street).

Roadway Modeling and Cross Sections

COMPANY will integrate alignments and profiles, CLIENT approved typical cross sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the Preliminary Plans. Cross sections will be created for SW Oralabor Road (W Sheets) and SW State Street (X Sheets) at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.5.2 Preliminary Intersection

Intersection Layout

As part of the INTERSECTION PROJECT, COMPANY will design the intersection of SW Oralabor Road and SW State Street based on Exhibit D. COMPANY will develop the geometric layout modifications for the intersection. Intersection geometric (horizontal and vertical) and pedestrian facility designs will consider the TRAIL PROJECT and will be coordinated with task ***2.5.7 Preliminary Traffic Signal***. Intersection returns will be evaluated to accommodate a WB-67 design vehicle.

Sidewalks and Curb Ramps Layout

Develop the design for the sidewalk and pedestrian curb ramps depicted in Exhibit D. Verify compliance with the current "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way" (PROWAG) and Iowa DOT and SUDAS design standards. Determine geometrics, running slopes, cross slopes, landing areas, level operating spaces, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp layouts and traffic signal pole bases and push button poles will be shown on S Sheets. Final calculations (cross slopes, running slopes, etc.) shown in the Sidewalk Compliance Tabulation will be prepared during ***Phase 9.0 – Final Design***.

2.5.3 Preliminary Private Entrance

COMPANY will design one (1) SW State Street private access for the Hy-Vee property located near the northwest corner of SW Oralabor Road and SW State Street intersection. Horizontal alignment and vertical profile will be depicted on a SW State Street preliminary plan and profile E Sheet.

2.5.4 Preliminary Trail

Trail Typical Sections and Details

Typical sections and typical details for the TRAIL PROJECT will be prepared to represent the appropriate width and pavement section of Oralabor Gateway Trail and relationship to adjacent retaining walls and side slopes. COMPANY will develop preliminary typical cross sections and details for inclusion in the Preliminary Plans based on collaboration with CLIENT.

Trail Plan and Profile

Establish preliminary horizontal alignments and vertical profiles for the TRAIL PROJECT based on the Functional Design completed during the Feasibility Study phase as part of a separate AGREEMENT.

Horizontal alignment, vertical profile, and other information pertinent to Oralabor Gateway Trail grading and paving, such as ditch grades, will be depicted on K Sheets.

Trail Modeling and Cross Sections

COMPANY will integrate trail alignments and profiles, CLIENT approved typical cross sections, and existing terrain to prepare a preliminary trail model and cross sections for inclusion in the Preliminary Plans. Cross sections will be created for Oralabor Gateway Trail (Y Sheets) at 25-foot intervals and at geometric break points, transition points, box culvert tunnel openings, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software.

2.5.5 Preliminary Construction Staging and Traffic Control

Develop a preliminary construction staging plan and preliminary traffic control notes. Maintenance of vehicular traffic will be developed and analyzed to accommodate construction sequencing for both projects and temporary shoring requirements for construction of the TRAIL PROJECT. Design of temporary shoring for the purposes of constructing the TRAIL PROJECT box culvert tunnel under SW State Street is not included in this Scope of Services and will be the responsibility of the awarded Contractor.

2.5.6 Preliminary Drainage

A preliminary storm sewer, culvert layout, and drainage design will be developed, in general accordance with SUDAS Stormwater Management Criteria and Iowa DOT Design Manual. The design will be based on the Feasibility Study completed as part of a separate AGREEMENT. The preliminary drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer designs will be performed for the projects using Bentley Geopak Drainage stormwater modeling software and depicted in the Preliminary Plans. Storm sewer computations with be validated with independent manual calculations. Storm sewer structure types, pipe sizes and lengths, and outlet revetment will be specified on M Sheets. Green Infrastructure BMPs and detention are not included in the Scope of Services for THIS AGREEMENT. A preliminary subdrain and RCB trench drain layout will also be depicted on the M Sheets.

Culverts and Ditches

Analysis of existing and proposed overland flow and ditch conveyance near the intersection of SW Oralabor Road and SW State Street using Bentley Geopak Drainage stormwater modeling software. COMPANY will delineate drainage areas in the vicinity of the project for the corridors and will rely on record data provided by CLIENT. Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets, E Sheets, and K Sheets. Ditch sections will be depicted in the cross sections (W Sheets, X Sheets, and Y Sheets).

2.5.7 Preliminary Traffic Signal

Design will involve a new traffic signal system on SW Oralabor Road at SW State Street. Design will include new traffic signal poles, handholes, signal heads, detection, conduit and wiring, and pedestrian pushbutton poles. The traffic signal system and approach lane geometry will be based on the information contained within the Application for ICAAP funding dated September 29, 2021 for the INTERSECTION PROJECT and prepared by COMPANY.

It is understood that CLIENT will provide traffic signal timing adjustments as necessary to the awarded Contractor as part of the traffic signal turn-on process. Development of traffic signal phasing/timing tables are not anticipated and are not included within this Scope of Services.

The traffic signal system design for the intersection of SW Oralabor Road at SW State Street will be based on the following assumptions:

- New traffic signal cabinet / controller (location to be determined as part of design process).
- Power service connection to be developed and coordinated with electric service provider (location to be determined as part of design process).
- Pedestrian push buttons and pedestrian signal heads will be included on traffic signal poles at three at-grade crossings.
- New stand-alone pedestrian push button and/or pedestrian signal poles is anticipated.

- Traffic signal poles will be combination traffic signal / lighting galvanized steel poles.
- New stock equipment will be used for proposed equipment.
- Design/or modification of fiber optic cables or other means of traffic signal system interconnect is anticipated.
    - Interconnect design will consist of design of conduit/handhole routing along SW Oralabor Road and SW State Street.
    - Design will include the installation of fiber optic cables, tracer wire, and pull rope within dedicated 2 inch conduit pathway as necessary to tie-into the existing fiber optic cable.
    - Interconnect design will be at the outside plant fiber optic cable level.
    - Splicing and fiber optic termination documents will be needed and will be provided by CLIENT in coordination with the COMPANY.
    - If sufficient slack length of fiber optic cable does not exist, a handhole containing outside plant splice enclosure may be necessary.
- The use of video vehicle detection is anticipated.
- Pan/tilt/zoom traffic monitoring camera is anticipated.
- The installation of Opticom emergency vehicle preemption (EVP) equipment is anticipated.
- Existing overhead power lines/poles will remain as currently constructed; no utility relocation coordination or plan production (other than traffic signal power service) is included within the traffic signal design Scope of Services.
- Combination traffic signal/light poles will be used – including both traffic signal head mast arm and luminaire mast arm – Pole style/finish consistent with proposed aesthetics of corridor (anticipated to be galvanized – not painted black). Photometric analysis of the two intersecting corridors in the vicinity of the intersection will be necessary and this work is covered in this Scope of Services.
- The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes but is not limited to street name signs, turn arrow plaques, and pedestrian signs.
- Traffic counts and/or traffic capacity analysis from COMPANY will not be required and is not included in this Scope of Services.
- Design of temporary traffic signal plans during the staged construction of the intersection is included in the Scope of Services. Signal phasing diagrams (including suggested timings) will not be completed as part of the preliminary submittal. A standard temporary traffic signal detail sheet will be included within the plans. Use of wooden span-wire poles for temporary supports is anticipated. Due to intersection size, span lengths of approximately 170’ to 180’ are anticipated.

Site Visits

Two (2) site visits will be conducted specifically to support traffic signal design. These site visits will involve one (1) representative of COMPANY.

Traffic Signal Plans

COMPANY will prepare traffic signal plans for the intersection of SW Oralabor Road at SW State Street. The preliminary permanent traffic signal plans are anticipated to include:

- General notes and legend sheet (1 sheet)
- Traffic signal plan sheet (1 sheet)
- Temporary traffic signal plan sheet (1 sheet)
- Fiber optic layout sheet (1 sheet)
- Conduit and wiring layout sheet (1 sheet)
- Typical details sheet (1 sheet)

The traffic signal layouts will include location of proposed traffic signal and pedestrian poles, power source, vehicle and pedestrian signal heads, pedestrian push buttons, controller cabinet, conduit, and handholes.

The traffic signal wiring diagram callouts/annotations, fiber optic cable termination/splicing details/notes, traffic signal tabulations, and Public Interest Finding (PIF) memorandum will be completed as part of ***Phase 9.0 – Final Design***.

2.5.8 Preliminary Structures

Underpass Tunnel

The TRAIL PROJECT underpass structure will be a modified structure based on the Iowa DOT Reinforced Concrete Pedestrian Tunnel Standards. The Tunnel Standards will be modified based on the Feasibility Study completed as part of a separate AGREEMENT. One (1) RCB will pass parallel to SW Oralabor Road under SW State Street. The ends of the RCB will be incorporated into sheet pile retaining walls. It is anticipated that non-standard flared wingwalls and aprons will be used to transition to the sheet pile retaining walls. It is assumed the underpass structure will include aesthetic details, such as concrete form liners, and lighting similar to other recently constructed projects in Ankeny. The use of form liners on the RCB walls will eliminate the consideration of a precast RCB alternative. Structure details will be coordinated with the Iowa DOT and require concurrence on the TS&L from Iowa DOT prior to proceeding with ***Phase 9.0 – Final Design***.

COMPANY will prepare and include One (1) RCB Situation Plan Type, Size, and Location (TS&L) V Sheet for the RCB in the Preliminary Plans. One (1) Site Plan V Sheet will be prepared for the project vicinity to provide perspective on the relationship of the overall project to the structure.

Retaining Walls

COMPANY will layout sheet pile retaining walls based on the Feasibility Study completed as part of a separate AGREEMENT. It is assumed that sheet pile walls of varying lengths will be required at each corner of the underpass structure and that the exposed surfaces of the sheet pile walls will have an aesthetic concrete façade.

2.5.9 Preliminary Plans

COMPANY will prepare one (1) set of Preliminary Plans (50%). The Preliminary Plans will include both projects and will be submitted for CLIENT and Iowa DOT review and comment. COMPANY will address one (1) round of CLIENT and Iowa DOT comments. The following sheets will be included in the Preliminary Plans submittal.

- Title Sheet and Location Map Sheet (A Sheets)
- Preliminary Typical Cross Sections (B Sheets)
- Preliminary Quantities (C Sheets)
- Preliminary Plan and Profile for SW Oralabor Road (D Sheets)
- Preliminary Plan and Profile for SW State Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Preliminary Right-of-Way and Easements Layout (H Sheets)
- Preliminary Construction Staging, Temporary Traffic Control, and Detour Maps (J Sheets)
- Preliminary Plan and Profile for Oralabor Gateway Trail (K Sheets)
- Preliminary Storm Sewer Plan (M Sheets)
- Preliminary Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Preliminary Sidewalk Plans (S Sheets)
- Existing Utility Mapping (U Sheets)

- Preliminary RCB Situation Plan TS&L and Site Plan (V Sheets)
- Preliminary Cross Sections for SW Oralabor Road (W Sheets)
- Preliminary Cross Sections for SW State Street (X Sheets)
- Preliminary Cross Sections for Oralabor Gateway Trail (X Sheets)

2.5.10 Preliminary Bid Items and OPCC

Determine preliminary quantities and bid items and prepare a preliminary Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on preliminary estimated quantities for major construction items and recent City of Ankeny and Iowa DOT bid tabs.

2.5.11 Preliminary Field Review

Review of Preliminary Plans at the project site with CLIENT to discuss key issues and design elements, including pavement reconstruction limits, drainage design, utility installations, pedestrian facility, and traffic signal improvements. The review will be held to identify necessary adjustments and items to be carried into ***Phase 9.0 – Final Design***. It is assumed three (3) representatives of COMPANY will participate in the field review with CLIENT.

2.5.12 Preliminary Design Quality Control Reviews

Perform technical reviews in accordance with the project Quality Control Plan. Quality Control Reviews will be performed prior to the Preliminary Plans milestone submittal by the Project Manager and experienced professional engineers to check for accuracy of engineering design, constructability of the project, and completeness of plans. This task includes time for COMPANY to coordinate comment resolution with CLIENT and Iowa DOT based on one (1) round of review comments received following submittal of Preliminary Plans.

2.6 Phase 6.0 – Right-of-Way and Easements

COMPANY will determine permanent right-of-way and permanent and temporary easement requirements for the projects. COMPANY will partner with a subconsultant, Nilles Associates, Inc. (hereafter "NILLES") to prepare right-of-way plats and easement exhibits.

2.6.1 Right-of-Way Layout

COMPANY will determine the proposed right-of-way and permanent and temporary easements necessary to construct, operate, and maintain existing and proposed CLIENT and Iowa DOT infrastructure. The preliminary right-of-way layout and easement limits will be displayed on Preliminary H Sheets and submitted to CLIENT as part of the Preliminary Plans submittal. Final H Sheets will be prepared following CLIENT review of Preliminary H Sheets and included in the Preliminary Plans submitted to Iowa DOT. Final H Sheets will depict final right-of-way and easement lines and will also be included in the Check Plans and Final Plans for information only. COMPANY anticipates proposed right-of-way and easement determination on four (4) properties.

2.6.2 Platting and Exhibits

COMPANY will partner with NILLES to prepare proposed temporary construction easement exhibits and right-of-way and permanent easement plats and associated legal descriptions for use in acquiring property necessary to construct, operate, and maintain existing and proposed Iowa DOT and CLIENT infrastructure. The Scope of Services as part of THIS AGREEMENT includes:

- Up to two (2) Right-of-Way Plats and Legal Descriptions
- Up to two (2) Permanent Easement Plats and Legal Descriptions
- Up to two (4) Temporary Easement Exhibits

Acquisition plats and legal descriptions shall comply with the requirements of Iowa Code and will be certified by NILLES' Professional Land Surveyor preparing the documents.

2.6.3 Right-of-Way Quality Control Reviews

Quality Control Reviews will be performed to verify existing and proposed right-of-way and easement lines; correctness of property owner information and legal descriptions; and accuracy and completeness of H Sheets, plats, and exhibits.

2.7 Phase 7.0 – Project Information Meeting

Includes one (1) Project Information Meeting (PIM) involving two (2) representatives of COMPANY following submittal of Preliminary Plans. COMPANY will provide two (2) plotted exhibits for the PIM.

CLIENT will determine affected residents and businesses requiring notification by mailed letter, prepare, and mail meeting notification letters to affected property owners, and organize meeting location. COMPANY will document discussions and comments received by affected property owners at the PIM to consider in development of final design.

Refinement of PIM scroll plot exhibits following the meeting is not included in this Scope of Services. Individual property owner coordination is not included in this Scope of Services. Presentations or preparation of handouts are not included in this Scope of Services.

2.8 Phase 8.0 – Geotechnical Engineering Services

COMPANY will partner with a subconsultant, Terracon Consultants, Inc. (hereafter "TERRACON"), to perform geotechnical field explorations, laboratory testing, and engineering analyses necessary to provide recommendations for structural fill, subgrade treatment, lateral earth pressures for sheet pile wall design, and subsurface drainage for consideration in the TRAIL PROJECT. Services are based on the preferred alternative developed during the Feasibility Study phase of a separate AGREEMENT, which included a RCB pedestrian tunnel under SW State Street and sheet pile retaining walls. Excavation of depths at approximately 12 feet are anticipated. TERRACON will provide a Geotechnical Engineering Report summarizing existing conditions, engineering analyses, and recommendations. TERRACON will also provide symbolized results of the drilling and testing in Iowa DOT format added to digital drawings to create soils plan and profile sheets (SPS Sheets) for the TRAIL PROJECT.

2.8.1 Field Exploration

TERRACON will layout one (1) boring and obtain ground surface elevations at the boring location using a survey level and rod in reference to the nearest benchmark(s). COMPANY will validate elevations based on existing terrain data. The boring is summarized below:

Planned Location	Number of Borings [1]	Planned Boring Depth (BGS) [2]	No. of Pavement Cores
West of SW State Street and South of SW Oralabor Road	1	30 feet	0

1. See Exhibit E for anticipated exploration plan.
2. BGS = below existing ground surface.

Subsurface Exploration Procedures

TERRACON will advance the soil boring with a drilling rig using continuous flight solid stem augers. Six (6) samples will be obtained in the upper 15 feet of the boring and at intervals of five feet thereafter. Soil sampling is typically performed using thin-wall tube and / or split-barrel sampling procedures. The samples will be placed in appropriate containers and taken to TERRACON laboratory for testing. TERRACON will observe and record groundwater levels during and shortly after completion of drilling and sampling. A temporary piezometer pipe will be installed in the borehole. The temporary piezometer is anticipated to consist of a screened section of PVC pipe and solid riser pipe. The depth of the temporary piezometer is anticipated to be less than 20 feet. The TERRACON exploration team will prepare field logs as part of the drilling operations, which will include sampling depths, penetration distances, and other sampling information. These field logs will include visual descriptions of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples.

Site Access

The proposed boring location is situated within existing Iowa DOT roadway right-of-way. Should the proposed locations shown in Exhibit E be moved to private property at the request of CLIENT, TERRACON will coordinate access to Iowa DOT right-of-way with an adjacent property owner. TERRACON will confirm with Iowa DOT that geotechnical activities for the TRAIL PROJECT will be allowed under Permit No. 77A-2021-046. Permit No. 77A-2021-046 is the active permit for work completed for the TRAIL PROJECT during the Feasibility Study phase of a separate AGREEMENT. A new permit will be acquired by TERRACON, if necessary.

Traffic Control

TERRACON will retain a traffic control subcontractor to facilitate drilling for this project. The costs for implementing traffic control measures in accordance with FHWA MUTCD such as signs, traffic cones, and flaggers, as needed to protect the travelling public and TERRACON's work area(s) are included in THIS AGREEMENT.

Ground Disturbance

TERRACON will take reasonable efforts to reduce damage to properties. However, it should be understood that in the normal course of field exploration, disturbance could occur (e.g., muddying the ground surface, penetrations through pavements, etc.). THIS AGREEMENT Scope of Services does not include services associated with repair of existing landscapes or pavements to existing conditions and is limited to backfilling and patching one (1) borehole.

The borehole will be backfilled after the temporary piezometer pipe is removed. TERRACON anticipates a two week duration for the piezometer pipe to remain in place. Excess auger cuttings will be dispersed in the adjacent ditches. Because backfill material often settles below the surface after a period of time, TERRACON recommends the borehole be checked periodically and backfilled by CLIENT. TERRACON can provide this service as part of a separate AMENDMENT.

Safety

TERRACON assumes there are no environmental concerns at this project site that would create health or safety hazards associated with the exploration program. Standard OSHA Level D Personal Protection Equipment (PPE) is considered appropriate for the exploration program. ***Phase 8.0 – Geotechnical Engineering Services*** does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on the boring log and summarized in the Geotechnical Engineering Report.

TERRACON will submit a ticket request through Iowa One-Call for utility location services. The location of the proposed boring may deviate from Exhibit E based on the locations of utilities marked by Iowa One-Call service providers. TERRACON will not proceed with the boring until locations have been marked by Iowa One-Call service providers. ***Phase 8.0 – Geotechnical Engineering* Services** does not include subsurface utility exploration.

2.8.2 Laboratory Testing

TERRACON will review field data and assign various laboratory tests to better understand select engineering properties of various strata. The anticipated laboratory tests for this project include:

- Description of Soils
- Water Content
- Unit Weight
- Unconfined Compressive Strength
- Atterberg Limits
- Grain Size Analysis

The laboratory testing program includes examination of soil samples. Based on the material's texture and plasticity, TERRACON will describe and classify the soil samples in general accordance with the Unified Soil Classification System (USCS).

2.8.3 Geotechnical Engineering Report

Results of ***2.8.1 Field Exploration*** and ***2.8.2 Laboratory Testing*** will be reviewed and summarized by a professional engineer in a Geotechnical Engineering Report. The Geotechnical Engineering Report will include the following:

- Boring log with field and laboratory data.
- Stratification based on visual soil descriptions.
- Groundwater levels observed during and after the completion of drilling.
- Site Location and Exploration Plan.
- Subsurface exploration procedures.
- Description of subsurface conditions.
- Earthwork construction, including:
    - Excavation and subgrade preparation.
    - Cut and fill construction.
    - Structural fill material types.
    - Structural fill compaction criteria.
- Global slope stability analysis (one location)
- Lateral earth pressure recommendations for sheet pile wall design
- Subsurface drainage recommendations for box culvert

2.9 Phase 9.0 – Final Design

Upon CLIENT's acceptance of the Preliminary Plans comment resolution and Iowa DOT environmental clearances, COMPANY shall subsequently proceed with ***Phase 9.0 – Final Design***. The services to be performed by COMPANY as part of this Phase are described below.

2.9.1 Final Roadway

A final roadway design for the INTERSECTION PROJECT will be developed based on the design developed during ***Phase 5.0 – Preliminary Design***. The final roadway design will include the primary components:

Roadway Typical Sections and Details

Finalize proposed typical sections (B Sheets) from the Preliminary Plans to reflect roadway widths, turn lane limits, sidewalk construction limits, roadside design, and final ditch designs. Typical details will also be finalized and included in the B Sheets.

Roadway Plan and Profile

Existing horizontal alignments and vertical profiles based on the topographic survey and available as-built record drawing information are considered complete in the Preliminary Plans. Horizontal alignment, vertical profile, and other information pertinent to roadway grading and paving will be finalized and depicted on the D Sheets (SW Oralabor Road) and E Sheets (SW State Street).

Roadway Geometrics and Jointing

COMPANY will prepare a final geometric and jointing plan for the complete project due to the frequent changes in typical sections and roadway construction tie-ins. Cross slopes, taper transition points, limits of curbs, shoulder transitions, and a jointing will be depicted on L Sheets.

Roadway Modeling and Cross Sections

COMPANY will finalize the roadway model and cross sections for inclusion in the Final Plans. Cross sections will be finalized for SW Oralabor Road (W Sheets) and SW State Street (X Sheets) at 25-foot intervals and at geometric break points, transition points, entrance centerlines, storm sewer intakes, and pipe cross culverts using Bentley MicroStation and Geopak OpenRoads software. COMPANY will incorporate intersection geometrics into a detailed intersection model to validate intersection construction limits, crossing slopes, and longitudinal slopes. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).

2.9.2 Final Intersections

COMPANY will prepare final intersection and sidewalk layouts for the INTERSECTION PROJECT, including geometrics, staking, and joining, and Sidewalk Compliance Tabulations.

Geometrics, Staking, and Jointing

Determine final pavement elevations, curb return profiles, and jointing details at the SW Oralabor Road and SW State Street intersection. Intersection geometrics, staking, and jointing will be shown on L Sheets.

Sidewalks and Pedestrian Curb Ramps

Finalize the design for the sidewalk and pedestrian curb ramps developed during ***Phase 5.0 – Preliminary Design***. Verify compliance with the current “Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way” (PROWAG) and SUDAS design standards. Determine the final geometrics, running slopes, cross slopes, landing areas, level operating spaces, and elevations for sidewalk and pedestrian curb ramps along with coordinating the locations and elevations of pedestrian push buttons. Intersection sidewalk and curb ramp calculations will be shown on the Sidewalk Compliance Tabulations (S Sheets).

2.9.3 Final Private Entrance

COMPANY will finalize the design of one (1) SW State Street private access for the Hy-Vee property located near the northwest corner of SW Oralabor Road and SW State Street intersection. Final design will be depicted on a SW State Street preliminary plan and profile E Sheet.

2.9.4 Final Trail

Typical sections and typical details for the TRAIL PROJECT will be finalized by COMPANY based on comment resolution of the Preliminary Plans. COMPANY will finalize horizontal alignments and vertical profiles depicted on K Sheets for the TRAIL PROJECT based on comment resolution of the Preliminary Plans. COMPANY will finalize the trail model and cross sections. Earthwork computations will be performed using the final cross sections and provided in a Tabulation of Earthwork (T Sheets).

2.9.5 Final Construction Staging and Traffic Control

Refine the construction staging, maintenance of access plans and traffic control plan developed during ***Phase 5.0 – Preliminary Design***. Maintenance of vehicular traffic will be finalized with layout of temporary traffic control devices in accordance with FHWA MUTCD. COMPANY will finalize detours due to any intersection or roadway segment closures being considered for overnight closures for installation of traffic signal poles and mast arms and installation of temporary shoring. Temporary shoring requirements for construction of the TRAIL PROJECT will be shown in both plan and section views included in the staging and traffic control portion of the plans. In addition, the final pedestrian tunnel plans will include two situation plan sheets. The situation plan sheets will show temporary shoring for each stage of construction in both the longitudinal section as well as the plan views. The design of temporary shoring will be the responsibility of the Contractor.

This task also includes layout of permanent pavement markings and small sign assemblies in the J Sheets in accordance with CLIENT and Iowa DOT standards and the FHWA MUTCD.

2.9.6 Final Drainage

COMPANY will finalize storm sewers, culvert layouts, and drainage designs based on comment resolution of Preliminary Plans. The final drainage design will include the primary components:

Storm Sewer and Subdrains

Storm sewer designs, subdrains, trench drains, and revetment will be finalized and shown on M Sheets.

Culverts and Ditches

Overland flow and ditch conveyance near the intersection of SW Oralabor Road and SW State will be finalized. Ditches grades, culvert structure types, sizes and lengths, and revetment measures will be specified on D Sheets, E Sheets, and K Sheets. Ditch sections will be depicted in the cross sections (W Sheets, X Sheets, and Y Sheets).

2.9.7 Final Traffic Signal

This task includes the preparation of final traffic signal plans for the intersection of SW Oralabor Road and SW State Street. COMPANY will refine the traffic signal design plans, developed during ***Phase 5.0 – Preliminary Design***. Determine final traffic signal locations, wiring, and pedestrian accommodations and develop vehicle detection sheets. Tie-in to existing traffic signal interconnection along both the SW Oralabor Road and SW State Street corridors will be required as part of the project.

Design of temporary traffic signal plans for the staged construction of the intersection is included in the Scope of Services. Wiring diagrams will be provided. Temporary traffic signal wiring will be considered incidental to the lump sum bid item for each temporary traffic signal. Signal phasing diagrams and signal head placement adjustment layouts, if needed, will also be prepared for

each construction stage. A standard temporary traffic signal detail sheet will be included within the plans. Use of wooden span-wire poles for temporary supports is anticipated. Due to intersection size, span lengths of approximately 170' to 180' are anticipated.

COMPANY will coordinate with the local utility company on power supply to the traffic signal systems. COMPANY anticipates utilizing the existing power service location for the intersection. Power service coordination will remain at a high level with the intent that the Contractor will be responsible for final power service coordination details.

It is understood that CLIENT will provide traffic signal timing values as necessary to the Contractor as part of the traffic signal turn-on process; thus the development of traffic signal timing tables are not anticipated and not included within this Scope of Services.

It is understood that the project does involve the use of State or Federal funding, and thus the preparation of a Public Interest Finding (PIF) memorandum will be required. COMPANY will prepare ***Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device.***

2.9.8 Final Lighting

Develop a street lighting layout based on MidAmerican Energy's standard street lighting equipment to accommodate the widening of SW Oralabor Road and SW State Street. COMPANY anticipates a street lighting layout with alternating north / south pole locations along SW Oralabor Road, alternating east / west pole locations along SW State Street. The lighting layout will include luminaires located on top of the traffic signal structures at each corner of the signalized intersection of SW Oralabor Road and SW State Street. COMPANY will evaluate box culvert tunnel and tunnel approach lighting and coordinate a power source.

COMPANY will perform a photometric analysis, per City of Ankeny lighting policy, to calculate and illustrate the resulting illumination of the layout. Finalize the wattage, mounting height, and location of lighting poles based on the standard street lighting equipment and structures typically supplied by MidAmerican Energy and City of Ankeny's roadway illumination policy.

Street lighting layout sheets (P Sheets) will be included in the plans for information only. Plans will include a station / offset table for street light locations. Final street lighting layout will be used as the basis for MidAmerican Energy to perform final design of the street lighting system and develop a cost proposal to construct the street lighting system within the project area. CLIENT will review and approve the photometric analysis and final lighting layout for MidAmerican Energy design and construction.

2.9.9 Final Structures

Underpass Tunnel

This task includes the effort to verify the concrete dimensions and design the reinforcing steel for the TRAIL PROJECT underpass structure. The design will be based on modified Iowa DOT Reinforced Concrete Pedestrian Tunnel Standard details and modified Iowa DOT single Reinforced Concrete Box Culvert Standard details. This task will also include the effort to design modifications to the standards to accommodate aesthetic form liners; determine the geometry for the tunnel sections for each stage of construction; the design of non-standard, flared, cast-in-place wing walls; the layout of lighting and conduit for the lighting in the underpass structure and the layout of safety rail to protect the ends of the underpass structure and the tops of the walls.

Retaining Walls

This task includes the effort to finalize the design of the sheet pile retaining walls including the effort to perform structural analysis and design of the sheet pile sections as well as the concrete façade and the details required to connect the sheet pile walls to the underpass wings.

2.9.10 Final Erosion Control and SWPPP

Finalize locations and types of temporary and permanent erosion control measures to be used on the project. COMPANY will identify drainage basins associated with disturbed areas on R Sheets. COMPANY will indicate location of erosion control devices and areas to be seeded on R Sheets. Tabulations of erosion control measures and a Storm Water Pollution Prevention Plan (SWPPP) will be provided in RC Sheets.

2.9.11 Special Layouts and Details

COMPANY will prepare special layouts and details on U Sheets for the following:

Removal Plan

COMPANY will prepare a separate removal plan to depict removal of existing pavements, drainage structures, entrances, sidewalks, and similar infrastructure.

Grading Plan

COMPANY will prepare a separate grading plan to depict the special grading associated with the TRAIL PROJECT. Proposed grading lines, ground intercept lines, break lines, and slope labels will be included.

Existing Utilities Mapping

Existing Utilities Mapping (for information only) will be based on utility survey of surface visible utility features, Iowa One Call locates, and test holes performed as part of task ***2.3.4 Test Holes***.

2.9.12 Final Plans

COMPANY will prepare bid-ready Check Plans (95%) for CLIENT and Iowa DOT review and comment. COMPANY will address one (1) round of CLIENT and Iowa DOT comments from the Check Plans submittal and prepare Final Plans (100%) for an Iowa DOT Bid Letting. The following sheets will be included in the Check Plans and Final Plans.

- Title Sheet and Location Map Sheet (A Sheets)
- Typical Cross Sections and Details (B Sheets)
- Quantities, Estimate Reference Information, and General Information (C Sheets)
- Plan and Profile for SW Oralabor Road (D Sheets)
- Plan and Profile for SW State Street (E Sheets)
- Survey and Mapping Information and Alignment Data (G Sheets)
- Right-of-Way and Easement Layout (H Sheets)
- Construction Staging, Detour Maps, and Temporary Traffic Control (J Sheets)
- Permanent Traffic Control Pavement Markings and Signing (J Sheets)
- Plan and Profile for Oralabor Gateway Trail (K Sheets)
- Geometrics, Staking, and Jointing (L Sheets)
- Storm Sewer and Drainage Plan (M Sheets)
- Traffic Signal Plan and Fiber Optic Layout (N Sheets)
- Lighting Plan (P Sheets)
- Erosion Control and SWPPP (RC Sheets)

- Erosion Control Basins and Devices (R Sheets)
- Sidewalk and Pedestrian Ramp Plan and Sidewalk Compliance (S Sheets)
- Soils Plan and Profile (SPS Sheets)
- Tabulation of Earthwork (T Sheets)
- Removal Plan (U Sheets)
- Grading Plan (U Sheets)
- RCB Situation Plan TS&L, Site Plan, and Details (V Sheets)
- Sheet Pile Retaining Wall Layouts and Details (V Sheets)
- Cross Sections for SW Oralabor Road (W Sheets)
- Cross Sections for SW State Street (X Sheets)
- Cross Sections for Oralabor Gateway Trail (X Sheets)

2.9.13 Final Bid Items and OPCC

Determine final bid items using the standard bid items provided by Iowa DOT. Prepare and verify quantity calculations for bid items. Prepare estimate reference information based on Iowa DOT specifications.

Prepare final Opinion of Probable Construction Cost (OPCC) for the project. The OPCC will be based on estimated quantities for construction bid items. The OPCC will be submitted to Iowa DOT through the Transportation Project Management System (TPMS) Project Development application at the Check Plans and Final Plans milestones.

2.9.14 Final Design Quality Control Reviews

Quality Control Reviews will be performed prior to Check Plans and Final Plans milestone submittals by the Project Manager and experienced Project Engineers. Reviewers will check for accuracy of engineering design, constructability of the project, completeness of plans, and appropriate specifications and bid items.

2.10 Phase 10.0 – Pre-Letting Support

COMPANY will perform the following tasks related to project permitting and bid letting. COMPANY will provide technical criteria, written descriptions, design data and prepare the permit applications on behalf of CLIENT. Any fees for the permits, licenses or other costs associated with the permits and approvals will be invoiced to CLIENT as reimbursable expenses. Iowa DOT will administer the letting process.

2.10.1 Permits

Due to the proposed improvements, it is assumed one (1) permit application will be submitted to the Iowa Department of Natural Resources (DNR) and three (3) permit applications will be submitted to the Iowa DOT.

- National Pollutant Discharge Elimination System (NPDES) Permit Application.
- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities Accommodations

2.10.2 Project Development Certification

COMPANY will prepare ***Iowa DOT Form 730002 – Project Development Certification*** to document clearances required to initiate the Iowa DOT letting process.

2.10.3 Clarifications and Addenda

COMPANY will support CLIENT and Iowa DOT by providing clarification of design intent and responding to contractor questions during the letting period. COMPANY will prepare plan addenda, if necessary, during the letting period. A maximum of two (2) addenda are included in this Scope of Services.

3.0 SCHEDULE AND DELIVERABLES INCLUDED IN THIS AGREEMENT

3.1 Schedule

The following schedule includes estimated milestone dates for the Scope of Services included under this AGREEMENT and accommodates an Iowa DOT letting schedule as defined by I.M. 3.010. The schedule includes reasonable allowances for review and approval times required by CLIENT and Iowa DOT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

- Concept Statement Submittal to CLIENT — February 8, 2022
- Concept Statement Submittal to Iowa DOT — February 15, 2022
- Preliminary Plans (50%) Submittal to CLIENT — April 19, 2022
- Joint Utility Coordination Meeting — May 3, 2022
- Right-of-Way and Easement H Sheets Submittal to CLIENT — May 10, 2022
- Right-of-Way Plats and Easement Exhibits Submittal to CLIENT — May 24, 2022
- Project Information Meeting (PIM) — June 14, 2022
- Preliminary Plans (50%) Submittal to Iowa DOT — July 19, 2022
- Check Plans (95%) Submittal to CLIENT — August 30, 2022
- Check Plans (95%) Submittal to Iowa DOT — October 4, 2022
- Final Plans (100%) Submittal to CLIENT — October 18, 2022
- Final Plans (100%) Submittal to Iowa DOT — November 15, 2022
- Bid Letting — February 21, 2023

3.2 Deliverables

The following deliverables are included with this Scope of Services.

- Iowa DOT Form 517001 – Concept Statement for LPA Federal-Aid Projects
- Iowa DOT Form 760005 – Determination of Effect for Threatened & Endangered Species
- Iowa DOT Form 760006 – Park, Recreation Land, and Wildlife and Waterfowl Refuge Section (4f) Determination
- Preliminary Plans prepared on 11” X 17” sheets in PDF format
- Right-of-Way and Easement H Sheets
- Right-of-way and Permanent Easement Plats and Legal Descriptions
- Temporary Easement Exhibits and Descriptions
- Project Information Meeting Scroll Plot Exhibits (2)
- Final Geotechnical Engineering Report
- Check Plans (95%) prepared on 11” X 17” sheets in PDF format
- Check Plans (95%) Bid Items
- Check Plans Checklist (I.M. 3.500 Attachment A)
- Check Plans Checklist (I.M. 3.700 Attachment B)
- Final Plans (100%) prepared on 11” X 17” sheets in PDF format
- Final Plans (100%) Bid Items
- Final Plans (100%) prepared on 11” X 17” hard copy sheets (5)

- NPDES Permit Application
- Iowa DOT Form 810028 – Application to Perform Work Within State Right-of-Way
- Iowa DOT Form 531051 – 511 Request Form
- Iowa DOT Form 810025 – Application for use of Highway Right-of-Way for Utilities
- Iowa DOT Form 810071 – Agreement for Approval of a Traffic Control Device
- Iowa DOT Form 730002 – Project Development Certification

Submittals to Iowa DOT will completed through the TPMS Project Development application.

4.0 ITEMS NOT INCLUDED IN THIS AGREEMENT

The following items are not included as part of this AGREEMENT:

- Cultural resource investigations and reports.
- Evaluation of aesthetic treatments.
- Traffic data collection, volume forecasting, and operations analysis.
- Stormwater routing analysis and detention basin design.
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Presentation at City Council Meetings.
- Coordination and meetings with property owners, local interest groups, or public.
- Construction observation and administration services.
- Construction survey and staking.
- Costs associated with project delay or scope changes outside the control of COMPANY.

Supplemental services not included in this AGREEMENT can be provided by COMPANY as part of an AMENDMENT, or under a separate AGREEMENT, if desired.

5.0 SERVICES BY OTHERS

COMPANY will rely on a SUBCONSULTANT for the following items:

- **Phase 2.0 – Survey and Mapping**
- **Phase 6.0 – Right-of-Way and Easements**
- **Phase 8.0 – Geotechnical Engineering Services**

COMPANY will rely on a SUBCONTRACTOR for the following items:

- **Phase 2.3.4 – Test Holes**

6.0 CLIENT RESPONSIBILITIES

COMPANY will rely on CLIENT for the following items:

- Payment processing for property acquisition.
- Coordination and meetings with property owners, local interest groups, or public.
- Property Appraisals, Acquisition Compensation Estimates, and Parcel Files
- Acquisition of right-of-way and easements.
- Presentation at City Council Meetings.
- Mail Project Information letter and PIM notices to property owners and business.
- Signature authority and expense reimbursement for required permit applications.
- Approve Invoice Payment Applications.

7.0 PROFESSIONAL SERVICES FEE

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates (EXHIBIT B) current at the time AGREEMENT is signed. Standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any services required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on a Time and Material basis with a Not-to-Exceed fee of $355,700 summed as follows:

	TOTAL	TRAIL PROJECT	INTERSECTION PROJECT
Phase 1.0 – Project Management and Administration	$ 32,000	$ 16,000	$ 16,000
Phase 2.0 – Survey and Mapping	$ 24,600		$ 24,600
Phase 3.0 – Utility Coordination	$ 22,200	$ 11,100	$ 11,100
Phase 4.0 – Pre-Design Concept	$ 8,600	$ 8,600	
Phase 5.0 – Preliminary Design	$ 90,000	$ 40,000	$ 50,000
Phase 6.0 – Right-of-Way and Easements	$ 9,400	$ 3,700	$ 5,700
Phase 7.0 – Project Information Meeting	$ 3,800	$ 1,900	$ 1,900
Phase 8.0 – Geotechnical Engineering Services	$ 10,700	$ 10,700	
Phase 9.0 – Final Design	$ 150,000	$ 76,000	$ 74,000
Phase 10.0 – Pre-Letting Support	$ 4,400	$ 2,600	$ 1,800
Total	**$ 355,700**	**$ 170,600**	**$ 185,100**

The summary above is provided for information purposes. Fees for each Phase may be reallocated to other Phases based on project workflow. Invoices will not be divided or separated for individual projects.

8.0 TERMS AND CONDITIONS

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Indemnification

The COMPANY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, the CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the COMPANY's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the COMPANY is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY, its officers, directors, employees and subconsultants (collectively, the COMPANY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

Neither the CLIENT nor the COMPANY shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Jason Lastovica, P.E.
Author Name

Approved by: _____

Printed/Typed Name: David Maxwell

Title: Vice President Date: 1/28/2022

CITY OF ANKENY

Accepted by: _____

Printed/Typed Name: Mark E. Holm

Title: Mayor Date: _____

Attest: _____

Printed/Typed Name: Denise L. Hoy

Title: City Clerk Date: _____

EXHIBIT A

City of Ankeny Insurance Requirements for Professional Services

1. HR Green, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	$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 B

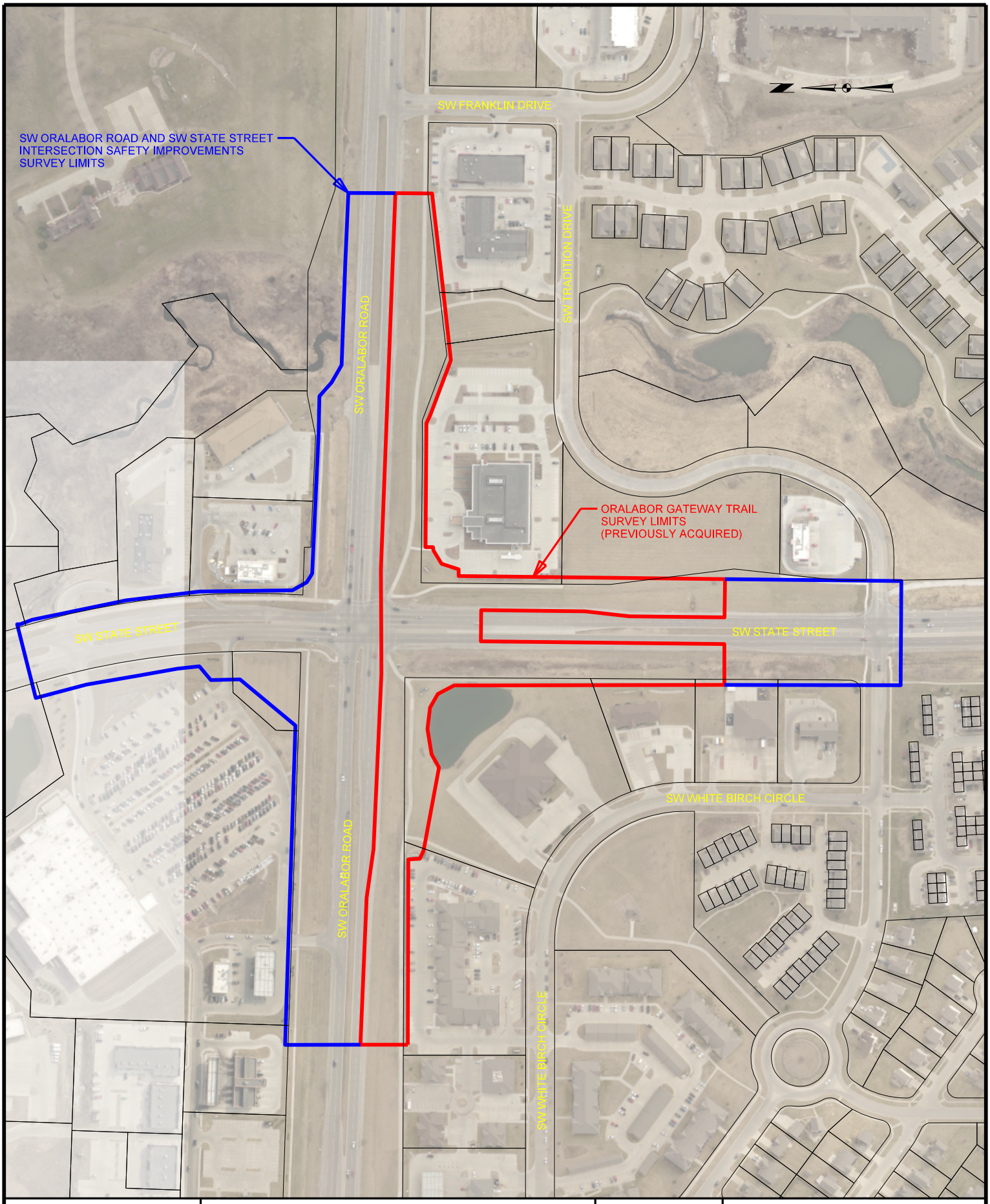
HR GREEN

Billing Rate Schedule
Effective January 1, 2022

Professional Services	Billing Rate Range
Principal	$215- $310
Senior Professional	$195- $300
Professional	$125- $200
Junior Professional	$85- $145
Senior Technician	$120- $160
Technician	$75- $130
Senior Field Personnel	$140- $205
Field Personnel	$90- $170
Junior Field Personnel	$75- $100
Administrative Coordinator	$70-$115
Administrative	$65- $100
Corporate Admin	$80- $150
Operators/Interns	$50- $120

Reimbursable Expenses

1. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.85 per mile.



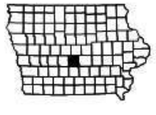
city of Ankeny
bringing it all together

EXHIBIT C: PROJECT SURVEY LIMITS

0 150
FEET

HRGreen

EXHIBIT D



LEGEND:

—— APPROXIMATE RIGHT-OF-WAY

0 FEET 200

NORTH

* FOR ILLUSTRATIVE PURPOSES ONLY

HRGreen	city of Ankeny bringing it all together	SW ORALABOR ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS ANKENY, IOWA	JULY 2020 SECTION G

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Fiber Optic Network Master Plan

Professional Services Agreement with Olsson Associates

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Olsson Associates, for the engineering services needed to develop a Fiber Optic Network Master Plan.

With the FY 2021 Operating budget, the Council approved procurement of fiber optic network management software and engineering services to inventory the City's existing system and populate the software. With that project nearing completion, the FY 2022 Operating budget provided for engineering services to develop a master plan for the City's fiber optic network.

It is recommended that the City Council approve the Professional Services Agreement with Olsson Associates at this time in order to complete the master plan prior to Capital Improvement Program (CIP) development in fall 2022. The plan will identify current and future needs to be addressed, recommend phasing for identified projects, provide budgetary cost estimates for design and construction, and make recommendations for administration, policy and maintenance. Stakeholders include Public Works - Traffic Engineering, Information Technology, Municipal Utilities, and other City departments. The maximum not-to-exceed fee for the scope of services provided by Olsson Associates is $85,000.

FISCAL IMPACT: **??No**

This project is included in the current Operating Budget for FY 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Olsson Associates for engineering services for the Fiber Optic Network Master Plan in an amount not to exceed $85,000.00 and authorize 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 Olsson Associates for engineering services on the Fiber Optic Network Master Plan in an amount not to exceed $85,000.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

January 25, 2022

City of Ankeny
Attn: Ms. Leslie Hart
Traffic Engineering Manager
Public Works - Traffic Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Fiber Optic Network Master Plan (the "Project")
City of Ankeny, Iowa

Ms. Hart:

It is our understanding that the City of Ankeny, Iowa ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in Scope of Services attached hereto.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: February 2022
Anticipated Completion Date: August 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date.

COMPENSATION

Olsson shall perform the services in Phases 100 – 500 of the Scope of Services with a fee estimate shown below.

Phase 100 – Project Management	$7,600
Phase 200 – Existing System Assessment	$25,200
Phase 300 – Stakeholder Input	$13,200
Phase 400 – System Needs Assessment	$17,700
Phase 500 – Fiber Optic Master Plan Development	$21,300
Total Estimate	$85,000

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $85,000.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Leslie Hart, Traffic Engineering Manager.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____
Kurt Rotering, Team Lead

By _____
Meredith Emory, Senior Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

City of Ankeny, Iowa

By: _____ Dated: _____
Mark E. Holm, Mayor

Attest by: _____
Denise L. Hoy, City Clerk

Dated: _____

Attachments
General Provisions
Scope of Services
Standard Labor Rate Schedule
Reimbursable Expense Schedule
City of Ankeny Insurance Requirements

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 25, 2022 between City of Ankeny, Iowa ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Provide access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Polk County, Iowa.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable

under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or 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, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Omitted

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Iowa. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Iowa.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services

rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) 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, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Omitted

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

General Provisions updated 01/20/2022.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated January 25, 2022 between the City of Ankeny, Iowa ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: The City of Ankeny, Iowa

Project Description: Fiber Optic Network Master Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Project Management

The Project Manager will serve as the central point of contact for Olsson, maintain project schedule and budget, and be responsible for coordinating the work. The Project Manager will coordinate regularly and often with the City Project Manager and staff to discuss project status and progress. Bi-weekly or monthly status meetings will be held as required to guide the plan development and review draft deliverables. If desired, Olsson can provide access to an online file sharing/collaboration tool.

Deliverables:

- Monthly progress reports and invoices
- Project Status Meeting Agendas and Minutes

Phase 200 – Existing System Assessment

Olsson will finalize and assess the existing master physical inventory currently in progress and consisting of the following:

- All existing, planned, or potential city facilities or assets that may require connectivity
- Existing city-owned conduit and fiber optic cable – compiled in conjunction with the ongoing inventory process. This includes areas where partner agencies may be using city-owned infrastructure by agreement as well as fiber type and strand allocation
- Existing network equipment and transmission speeds
- Co-located or partner-owned conduit or fiber

In addition, Olsson will document the existing logical architecture, including such items as device communication protocols, virtual local area network (VLAN) schema, network topology, network redundancy, network speeds, and bandwidth demands, as available.

Assumptions:

- The city will provide the names and locations of city facilities and existing city-owned fiber or conduit.
- The city has minimal use of shared agency infrastructure. Where needed, the city will facilitate communication and data requests from existing partner agencies.
- For security purposes, specific network information will be stored securely and protected even within Olsson's file storage system. Any information included in reports and documents intended for wider distribution will be obfuscated in such a way as to maintain the security of the city's network.

Deliverables:

- Utilizing OSP Insight, Olsson will add the final items, including fiber, conduit, handholes, city facilities, and cabinets in the OSP Insight database that pertain to city fiber as-builts.

Phase 300 – Stakeholder Input

Olsson will facilitate discussion with and gather input from internal and external stakeholders. This process will generate current and future needs that should be addressed by the fiber optic network master plan. Needs are anticipated to include (but not be limited to) physical connectivity, anticipated bandwidth, security, and various services, as well as needs and guidance related to network administration, policy, and maintenance.

These needs will be gathered and documented through a series of stakeholder meetings. Olsson will prepare advanced materials to distribute prior to the meetings so participants can be prepared to bring comments. Materials will include the map prepared as part of Phase 200, and a brief list of areas of potential need which will be used both as an agenda and to generate discussion. Stakeholder interviews are anticipated to include the following:

- Up to four meetings with city departments
    - one meeting each with traffic and IT
    - up to two joint meetings with other departments as appropriate, such as public works, streets, water, sewer, recreation, libraries, and facilities, or an additional meeting with traffic or IT

Assumptions:

- A representative from the city will be present at all stakeholder meetings.
- The city will assist with scheduling, invitations, and identifying onsite meeting location (preferred) or virtual format.

Deliverables:

- Pre-meeting materials and agenda.
- Meeting minutes, including a summarized list of user needs to be addressed by the plan.

Phase 400 – System Needs Assessment

Olsson will work with the city to synthesize stakeholder input, the existing system assessment, and city facility needs to identify gaps in all aspects of existing services, and to prioritize projects and initiatives that can address the system needs and targeting a goal of a self-sufficient and contained traffic and ITS infrastructure. The prioritization process will include budgetary cost information that can be used to develop program phasing.

Assumptions:

- City project staff will review and approve prioritization criteria

Deliverables:

- A prioritized list of projects and initiatives to be included in the master plan

Phase 500 – Fiber Optic Network Master Plan Development

Olsson will summarize all information from Phases 200, 300, and 400 into a Fiber Optic Network Master Plan. The plan will address the following items at a minimum:

- Existing system inventory and assessment
- Current and future needs to be address by the system
- Future build-out state, focused on the communications backbone
- Recommended phasing for identified projects
- Budgetary design, construction and ongoing maintenance costs
- Recommendations and guidance for administration, policy, ownership, maintenance, etc.

Assumptions:

- Up to three onsite meetings to review:
    - Annotated plan outline review
    - Draft plan review
    - Final plan review

Deliverables

- Annotated plan outline
- Draft and final master plan

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Iowa 2022 Billing Rate Schedule

Classification	Billing Rate
Regional Business/Practice Leader	$ 300.00
Market Sector Leader	$ 300.00
Office Leader	$ 249.00
Senior Project Manager	$ 249.00
Client Relationship Manager	$ 249.00
Industry Expert	$ 249.00
Team Leader	$ 214.00
Business Development Ldr/Sr Specialist	$ 217.00
Business Development Specialist	$ 167.00
Technical Leader	$ 189.00
Senior Engineer	$ 185.00
Project Engineer	$ 151.00
Associate Engineer	$ 126.00
Assistant Engineer	$ 107.00
Senior Scientist	$ 164.00
Project Scientist	$ 128.00
Associate Scientist	$ 107.00
Assistant Scientist	$ 87.00
Senior Planner	$ 164.00
Project Planner	$ 128.00
Associate Planner	$ 108.00
Assistant Planner	$ 87.00
Senior Landscape Architect	$ 167.00
Project Landscape Architect	$ 133.00
Associate Landscape Architect	$ 112.00
Landscape Architect Designer	$ 91.00
Stormwater Compliance Manager	$ 172.00
Database Manager	$ 162.00
CAD Manager	$ 167.00
BIM Manager	$ 167.00
Civil 3D Trainer	$ 167.00
GIS Specialist	$ 133.00
Systems Specialist	$ 130.00
Senior Architect	$ 172.00
Project Architect	$ 139.00
Associate Architect	$ 115.00
Assistant Architect	$ 94.00
Senior Construction Manager	$ 173.00
Project Construction Manager	$ 139.00
Associate Construction Manager	$ 117.00
Assistant Construction Manager	$ 96.00

Iowa 2022 Billing Rate Schedule

Classification	Billing Rate
Design Manager / Technical Manager	$ 149.00
Design Associate	$ 118.00
Senior Technician	$ 97.00
Associate Technician	$ 83.00
Assistant Technician	$ 71.00
CA Manager / Technical Manager	$ 136.00
CA Field Manager	$ 117.00
CA Assistant Manager	$ 104.00
CA Senior Technician	$ 92.00
CA Associate Technician	$ 78.00
CA Assistant Technician	$ 66.00
CMT/Drilling Manager / Technical Manager	$ 126.00
CMT/Drilling Lab / Field Manager	$ 104.00
CMT/Drilling Assistant Manager	$ 92.00
CMT/Drilling Senior Technician	$ 81.00
CMT/Drilling Associate Technician	$ 70.00
CMT/Drilling Assistant Technician	$ 57.00
NDT Manager / Technical Manager	$ 162.00
NDT Lab Manager	$ 130.00
NDT Field Manager	$ 130.00
NDT Assistant Manager	$ 118.00
NDT Senior Technician	$ 107.00
NDT Associate Technician	$ 89.00
NDT Assistant Technician	$ 76.00
Senior Surveyor / Technical Manager	$ 131.00
Surveyor	$ 102.00
Associate Surveyor	$ 83.00
Assistant Surveyor	$ 68.00
Accounting Senior Specialist	$ 144.00
Project Senior Coordinator	$ 110.00
Administrative Manager	$ 97.00
Administrative Senior Specialist	$ 97.00
Administrative Senior Specialist	$ 97.00
Administrative Senior Coordinator	$ 92.00
Project Coordinator	$ 84.00
Administrative Coordinator	$ 72.00
Administrative Assistant	$ 58.00
Public Engagement Specialist / Sr Coordinatc	$ 117.00
Public Engagement Coordinator	$ 92.00
Public Engagement Assistant	$ 76.00
Student Intern - Level 3	$ 83.00
Student Intern - Level 2	$ 71.00
Student Intern - Level 1	$ 59.00

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.585/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2022

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

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

PRODUCER
SilverStone Group LLC, a HUB International Company
11516 Miracle Hills Drive
Suite 100
Omaha NE 68154

CONTACT NAME: Molly Harmon
PHONE (A/C, No, Ext): 402-964-5598 **FAX (A/C, No):** 402-557-6325
E-MAIL ADDRESS: molly.harmon@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Specialty Insurance	11515
INSURER B : Amerisure Mutual Insurance Company	23396
INSURER C : Amerisure Insurance Company	19488
INSURER D : Certain Underwriters at Lloyds	
INSURER E :	
INSURER F :	

INSURED OLSSINC-02
Olsson, Inc.
7301 W. 133rd St
913-381-1170
Overland Park KS 66213

COVERAGES **CERTIFICATE NUMBER:** 1820417352 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			CPP21194510002	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			CA 21194500001	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CU 21194520002	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 21194530001	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N (Mandatory In NH)	N/A					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
A D	Professional Liability Claims Made Cyber			HUN00059-01 ACS40020721	1/1/2022 1/1/2022	1/1/2023 1/1/2023	PL Each Claim/Agg PL Ded Per Claim Occurrence/Agg	$5,000,000 $500,00 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services.
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as Additional Insured on a primary and non-contributory basis with respects to General Liability as required by written contract. Waiver of Subrogation in favor of The City of Ankeny applies to Workers Compensation as required by written contract.

CERTIFICATE HOLDER
City of Ankeny
410 W 1st St
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE
Jill Aldridge

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
City of Ankeny
410 W 1st St
Ankeny IA 50023

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

 Copyright, Insurance Services Office, Inc., 1984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services.

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as Additional Insured on a primary and non-contributory basis with respects to General Liability as required by written contract. Waiver of Subrogation in favor of The City of Ankeny applies to Workers Compensation as required by written contract.

 Copyright, Insurance Services Office, Inc., 1984

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Public Works

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

Professional Services Agreement with McClure Engineering Company

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with McClure Engineering Company for the design engineering and bidding phase services needed for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

This project will reconstruct NW 18th Street from approximately 300 feet west of NW Ash Drive to approximately 250 feet west of N Ankeny Boulevard/US Highway 69.

The design of the project needs to be undertaken at this time so that the project schedule can be

maintained.

The Public Works Department proposes to use McClure Engineering Company to complete the necessary design engineering and bidding phase services for the project. The scope of the design engineering and bidding phase services, along with the corresponding fees for these services, are shown in the attached Professional Services Agreement. The total fee for the conceptual design engineering services is $385,000.00.

It is anticipated that the project will be bid out in late 2022 for construction in 2023.

It is recommended that the City Council approve the Professional Services Agreement with McClure Engineering Company.

FISCAL IMPACT: **??No**

This project is included in the City of Ankeny's 2022-2026 Capital Improvement Program for design in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with McClure Engineering Company for the design engineering and bidding phase services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in an amount not to exceed $385,000.00 and authorize 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 McClure Engineering Company for the design engineering and bidding phase services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in an amount not to exceed $385,000.00 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

Project No.: 211008-010
Project Name: Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 7th day of February, 2022 , by and between *McClure Engineering Company, of* Clive, Iowa, (herein referred to as "ENGINEER") and the *City of Ankeny* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

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

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.

2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.

3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.

4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.

5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

   Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is outlined in Exhibit 'C'. The contract type is Time and Expense (NTE).

		Included	Not Included
Exhibit 'A'	Terms and Conditions	☒	☐
Exhibit 'B'	Hourly Rate Schedule	☒	☐
Exhibit 'C'	Detailed Scope of Work	☒	☐
Exhibit 'D'	Design Criteria	☐	☒
Exhibit 'E'	Owner's Responsibilities	☒	☐
Exhibit 'F'	Duties and Responsibilities of Resident Project Representative	☐	☒
Exhibit 'G'	Project Concept	☒	☐
Exhibit 'H'	Construction Cost Estimate	☐	☒
Exhibit 'I'	City of Ankeny Insurance Requirements for Professional Services	☒	☐

OWNER: City of Ankeny

By: _____

Mark E. Holm
(Print Name)

Title: Mayor

ENGINEER: McClure Engineering Company

By: Scott Port

Scott Port, P.E.
(Print Name)

Title: Team Leader

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and **Engineer** shall retain an ownership and property interested therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.

Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**; and (4) such limited license to **Owner** shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

OPINIONS OF PROBABLE COSTS: **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SUBSURFACE CONDITIONS: The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

~~**LIMITATION OF LIABILITY:** The **Engineer's** liability shall be limited to $50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.~~

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

WAIVERS: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

EXHIBIT 'B'

McCLURE ENGINEERING COMPANY

HOURLY RATE SCHEDULE

(Effective through December 31, 2022*)

PERSONNEL	HOURLY RATE
Principal	$270 - $295
Project Manager	$185 - $230
Senior Professional	$185 - $285
Professional	$155 - $185
Junior Professional	$125 - $155
Senior Technician	$135 - $175
Technician	$115 - $135
Landscape Architect	$120 - $155
On-Site Representative	$115 - $155
Client/Project Liaison	$135 - $185
Administrative	$65 - $85
3 Member Survey Crew	$270
2 Member Survey Crew	$200
1 Member Survey Crew	$135

EQUIPMENT

3D Scanner per Scan	$30.00
UAV per Flight	$125.00
Sonar Boat	$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years

McCLURE™

Exhibit C
Detailed Scope of Work
Ankeny NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard

I) PROJECT DESCRIPTION

A) The PROJECT includes the reconstruction of NW 18th Street to a three-lane section with right turn lanes at designated locations from approximately 250-feet west of NW Ash Drive to approximately 100-feet west of N Ankeny Boulevard/US Highway 69 on new modified subbase with longitudinal subdrain. The PROJECT will be designed to allow for the potential widening of NW 18th Street to a five-lane section with a future project. NW 18th Street's proposed width, typical sections, geometric alignments, and general staging are shown in Exhibit 'G'. Subbase and PCC pavement thickness will be determined via geotechnical analysis.

B) The PROJECT includes reconstructing a small portion of NW Ash Drive to tie into existing alignment and profile as well as installing right turn lanes. NW Ash Drive's proposed improvements and approximate limits are shown in Exhibit 'G'. NW Ash Drives PCC pavement and subbase thickness will match existing pavement and subbase along NW Ash Drive. OWNER to provide as-built drawings of NW Ash Drive.

C) The PROJECT includes reconstructing a small portion of NW School Street/NW Wagner Boulevard to tie into existing alignment and profile. NW School Street/NW Wagner Boulevard PCC pavement and subbase thickness will match existing pavement and subbase along NW School Street/NW Wagner Boulevard. OWNER to provide as-built drawings of NW Ash Drive and NW School Street/NW Wagner Boulevard.

D) The PROJECT includes reconstruction one (1) private resident's access, one (1) private drive immediately west of NW Briargate Drive, two (2) commercial drives immediately west of N Ankeny Boulevard, and one (1) commercial driveway reconstruction/relocation (Veterinary Clinic). Each access and driveway will be designed to minimize impacts while tying into existing alignments and profiles. Refer to Exhibit 'G' for additional information.

E) The PROJECT includes replacing the traffic signal and pedestrian push buttons at NW 18th Street and NW Ash Drive. It is expected that an All-Way Stop Control will need to be installed in order to maintain traffic operations at the intersection throughout the construction season until the permanent signal becomes operational. Temporary signals are not expected to be needed.

F) The PROJECT includes a new traffic signal and pedestrian push buttons at NW 18th Street and NW Briargate Drive.

G) The PROJECT includes new 96SM fiber optic cable and conduit along NW 18th Street between NW Ash Drive and N Ankeny Boulevard. The conduit will be installed to accommodate a future 5-lane section.

H) The PROJECT includes ADA compliant sidewalk and pedestrian ramps at the intersections and potentially reconstructing the existing sidewalk along NW 18th Street at spot locations due to broken sidewalk and at locations where NW 18th Street roadway widening conflicts with the existing sidewalk. Refer to Exhibit 'G' for estimated construction limits.

I) The PROJECT includes utilizing as much existing longitudinal storm sewer along NW 18th Street as possible, however improvements include cross run extensions, new intakes and manholes, and intake and manhole adjustments to final grade. Some locations will require new longitudinal storm sewer as shown in Exhibit 'G'. The OWNER will perform storm sewer televising to review the condition of the existing storm sewer.

J) Water main relocation is not anticipated on this PROJECT. Adjustment of valves and new locations for hydrants are expected.

K) Sanitary sewer relocation or replacement is not anticipated on this PROJECT. Adjustments for manhole rims is expected. The OWNER will perform sewer televising to review the condition of the existing sanitary sewer.

L) Retaining walls are not anticipated on this PROJECT.

M) Street lighting design will be completed on the PROJECT.
N) Right-of-way, permanent easements, and/or temporary easements shall be developed along the corridor in order to facilitate construction of the improvements.
O) The PROJECT will be let by means of a local letting, and the 2022 edition of Iowa Statewide Urban Design and Specifications (SUDAS) and the City of Ankeny Supplemental Specifications will be applicable to the design.
P) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).

II) BASIC SERVICES

A) Phase 100 – Preliminary Planning and Reports
   1) Not Included.

B) Phase 200 – Existing Conditions
   1) Not Included.

C) Phase 300 – Funding
   1) Not Included.

D) Phase 400 – Preliminary Design
   1) Task 401 – Preliminary Design and Plans
      (a) The ENGINEER will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining right-of-way and easement requirements. Incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of design criteria memorandum and preliminary design plans depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the PROJECT.
      (b) Preliminary Roadway Geometrics
         (i) The ENGINEER will refine roadway geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.
      (c) Preliminary Horizontal Alignment and Vertical Profiles
         (i) Utilizing the preliminary geometric layout, the ENGINEER will refine the horizontal alignment and develop vertical profiles for NW 18th Street, NW Ash Drive, NW School Street, NW Wagner Boulevard, Private Drive, NW Briargate Drive, three (3) commercial driveways and one (1) residential driveway.
         (ii) The vertical profile will be designed to accommodate a proposed three-lane section as well as a future five-lane section (full-build).
      (d) Roadway Modeling and Cross Sections:
         (i) The ENGINEER will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary roadway model and cross sections for inclusion in the preliminary plans.
         (ii) Proposed three-lane and future 5-lane (full-build) cross sections will be created for NW 18th Street. Cross sections will also be created for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive. All cross sections will be at 25-foot intervals and entrance centerlines.
      (e) Preliminary Water Main and Sanitary Sewer Modifications Design
         (i) The ENGINEER will develop preliminary design modification for existing water main and sanitary sewer systems within the project corridor. This includes only minor sanitary sewer manhole rim adjustments, water valve rim adjustments, and one (1) hydrant relocation. Water

main and sanitary sewer horizontal and vertical alignment relocations/design is not anticipated for this PROJECT.

(ii) The ENGINEER will review the videos of the sanitary sewer and storm sewer provided by the OWNER. ENGINEER will recommend removals if necessary after review.

(f) Preliminary Storm Sewer Design
   (i) The ENGINEER will perform storm sewer and drainage design in accordance with SUDAS Stormwater Management Criteria, Standard Specifications, and City of Ankeny Supplemental Specifications.
   (ii) The PROJECT will be designed as outlined in the Exhibit 'D' (Design Criteria).
   (iii) The ENGINEER will design the storm sewer intake spacing to handle a three-lane section as it is the more stringent requirement for spread/allowable driving lanes compared to the five-lane (full-build). Existing intake locations will be utilized with additional intakes added, if necessary. Upon completion of intake spacing design, the ENGINEER will develop a full-build storm sewer design to set full-build and PROJECT storm sewer flow lines. Where applicable, existing longitudinal storm sewer will be utilized, and full-build designed storm sewer will be used for cross runs.

(g) Preliminary Construction Staging and Traffic Control
   (i) The ENGINEER will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential property east of NW Ash Drive and businesses along the corridor.
   (ii) The ENGINEER will develop detour routes and signing for each stage of construction.

(h) Preliminary Acquisition Requirements Identified
   (i) The ENGINEER will identify permanent right-of-way and permanent/temporary easement needs based on the preliminary design development.

(i) Preliminary Plans: The ENGINEER will design and prepare 60% plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The 60% plans will include the following:
   (i) A-Sheets (Title Sheet)
   (ii) B-Sheets (Typical roadway sections and special details)
   (iii) C-Sheets (General notes)
   (iv) D-Sheets (NW 18th Street plan and profile)
   (v) E-Sheets (NW Ash Drive, NW School Street/NW Wagner Boulevard, NW Briargate Drive, Private Drive, and two (2) business driveways plan and profile)
   (vi) G-Sheets (Survey control and alignments)
   (vii) H-Sheets (Right-of-way layout)
   (viii) J-Sheets (Staging layout and traffic control)
   (ix) K-Sheets (Pavement markings and permanent signing)
   (x) M-Sheets (Storm sewer plan and profile)
   (xi) N-Sheets (Traffic signal and fiber optic plan view layout)
   (xii) S-Sheets (Sidewalk plan view layout only. Sidewalk tabulation sheets are to be performed during final design)
   (xiii) W-Sheets (Preliminary cross sections for NW 18th Street at 25-ft intervals)
   (xiv) X-Sheets (Preliminary cross sections for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive)

(j) Order of Magnitude Opinion of Probable Construction Costs
   (i) The ENGINEER will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.

(k) Furnish 60% Documents

(i) The ENGINEER will submit and distribute a preliminary plan set to the OWNER for review and comment.

(l) Quality Control
(i) The ENGINEER will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
(ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.

2) Task 413 – Geotechnical Design
(a) The ENGINEER will prepare soil boring layout and coordinate with the geotechnical drilling and testing subconsultant.
(b) The ENGINEER will review field data and assign various laboratory tests, which are anticipated to consist of:
(i) Water Content
(ii) Atterberg Limits
(iii) Dry Unit Weight
(iv) Grain size distribution (sieve analyses)
(v) Standard Proctor Test
(vi) California Bearing Ratio (CBR)
(vii) Direct Shear Test
(c) The ENGINEER will provide geotechnical analyses and recommendations provided for soil treatments, if needed, and pavement design thickness for PCC pavement for NW 18th Street along the project corridor. The ENGINEER will provide recommendation for pavement drainage.
(d) Scope of services does not include recommendations of corrosivity potential for soils with concrete or steel elements, does not include analyses and recommendation for slope stability and settlement, and does not include borrow design.

E) Phase 500 – Final Design
1) Task 501 – Final Design and Plans
Pre-Final (Check) Design and Plan Preparation
(a) Based upon approved preliminary design, field review, and project information meeting, the ENGINEER shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
(b) Lighting Design
(i) The Consultant will perform a lighting design of the corridor utilizing the utility poles.
(ii) This task includes up to one (1) meeting with the City and one (1) additional meeting with MidAmerican Energy.
(iii) The ENGINEER shall prepare a preliminary design and fixture layout along NW Ash Drive within the project corridor. The ENGINEER will adjust preliminary layout, as needed, based on average illumination and uniformity values determined.
(iv) The ENGINEER shall prepare a preliminary street lighting exhibit showing proposed pole and fixture locations and types and general notes. Submittal of preliminary exhibit will be to OWNER for review.
(v) The ENGINEER shall finalize street lighting exhibit based on OWNER comments received, and submit to the OWNER and MidAmerican Energy.
(vi) The design will include MidAmerican fixtures and lights and will utilize SUDAS lighting design standards.

(c) Check Plans: The ENGINEER will design and prepare Check (95%) Plan drawings for the improvements as outlined in Exhibit 'C' (Scope of Services), Section 1 (Project Description) and Exhibit 'G' of the Agreement. The Check (95%) plans will include the following:
  (i) A-Sheets (Title Sheet)
  (ii) B-Sheets (Typical roadway sections and special details)
  (iii) C-Sheets (Estimated construction quantities, estimate reference information, pertinent quantity tabulations, and general notes)
  (iv) D-Sheets (NW 18th Street plan and profile)
  (v) E-Sheets (NW Ash Drive, NW School Street/NW Wagner Boulevard, NW Briargate Drive, Private Drive, and two (2) business driveways plan and profile)
  (vi) F-Sheets (Removals)
  (vii) G-Sheets (Survey control and alignments)
  (viii) H-Sheets (Right-of-way layout)
  (ix) J-Sheets (Staging layout and traffic control)
  (x) K-Sheets (Pavement marking and permanent traffic sign layout)
  (xi) L-Sheets (Intersection jointing and geometric details)
  (xii) M-Sheets (Storm sewer plan and profile)
  (xiii) N-Sheets (Traffic signal and fiber optic layout as detailed in Task 512 of this agreement)
  (xiv) P-Sheets (Lighting sheets showing proposed utility pole locations)
  (xv) R-Sheets (Erosion control and storm water pollution prevention plan)
  (xvi) S-Sheets (Sidewalk layout and tabulation)
  (xvii) T-Sheets (Earthwork Tabulation, if necessary)
  (xviii) U-Sheets (Special details)
  (xix) W-Sheets (Final cross sections for NW 18th Street at 25-ft intervals)
  (xx) X-Sheets (Final cross sections for NW Ash Drive, NW School Street/NW Wagner Boulevard, and NW Briargate Drive)

(d) Project Manual:
  (i) ENGINEER shall prepare project manual documents that will include City of Ankeny front end documents modified to support the project. The SUDAS Standard Specifications and Ankeny Supplemental Specification shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.

(e) Order of Magnitude Opinion of Probable Construction Costs
  (i) The ENGINEER will prepare one (1) Check Plan Opinion of Probable Construction Cost with a 5% construction contingency for the project.

(f) Furnish 95% Documents
  (i) The ENGINEER will submit and distribute a Check Plan set to the OWNER for review and comment.

(g) Quality Control
  (i) The ENGINEER will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
  (ii) This task includes time for the ENGINEER to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.

(h) Project Permitting
  (i) NPDES Storm Water Permit
    (a) 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.

(b) 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.

(ii) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.

(iii) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.

(i) Final Plans:

(i) Furnish Final Plans and Project Manual

(a) The ENGINEER shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as five (5) hard copies with a submittal letter.

(ii) Order of Magnitude Opinion of Probable Construction Costs

(a) The ENGINEER will prepare one (1) Final Plan Opinion of Probable Construction Cost for the PROJECT. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The ENGINEER has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.

2) Task 512 – Traffic Signal Design

(a) A permanent traffic signal will be added to the intersection of NW 18th Street and NW Briargate Drive. A permanent traffic signal will replace the existing traffic signal at the intersection of NW 18th Street and NW Ash Drive. The traffic signal improvements at both intersections will include pedestrian push buttons and pedestrian signal heads with stand-alone pedestal poles being anticipated. No traffic signal changes other than fiber optic interconnect additions are anticipated at the NW 18th Street and N Ankeny Boulevard (US 69) intersection. Fiber optic cable replacement will be provided from N Ankeny Boulevard to the newly replaced signals at NW Ash Drive.

(b) Utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NW 18th Street and NW Briargate Drive, and replacement of the traffic signal at the intersection NW 18th Street and NW Ash Drive. Traffic signal improvements are anticipated to include pushbutton installations on separate pedestal poles.

(c) The use of video detection is anticipated.

(d) The installation of emergency vehicle preemption (EVP) equipment will be included.

(e) The installation of CCTV cameras is included in this scope of services.

(f) Combination traffic signal/light poles are anticipated to be used, including both traffic signal mast arms and luminaire arms.

(g) The signal design will also include supplemental traffic signs to be installed as part of the traffic signal system. This includes street name signs, lane use arrow signs and other associated mast arm signing.

(h) Signal timing and coordination plans will be developed, provided, and implemented by the OWNER.

(i) Prepare preliminary traffic signal layouts to be included in the preliminary plan submittal to the OWNER.

(j) Prepare traffic signal check plans to be included in the check plan submittal to the OWNER. Check plans are anticipated to include the following:

(i) Signal Notes and Estimated Quantities Sheet

(ii) Signal Layout Sheets
(iii) Signal Wiring Sheets
(iv) Phasing Sheets
(v) Signal Details Sheets

(k) Prepare cost opinion for proposed traffic signal improvements.
(l) Complete final plans, based on OWNER comments received.

Fiber Optic Upgrade Design and Plans

(m) Prepare preliminary layout of proposed fiber optic communications connection along NW 18th Street between NW Ash Drive and N Ankeny Boulevard. The conduit location will be based on a future five-lane section. Include preliminary layout in the preliminary plan submittal to the OWNER.
(n) Prepare check plans for fiber optic connection to include fiber optic cable, tracer wire, and pull rope within a new 2-inch conduit to be included in the check plan submittal to the OWNER. Check plans are anticipated to include the following:
(i) Fiber optic circuit/ conduit alignment and handholes placement.
(ii) Fiber optic circuit design, including cable configuration, splicing and terminations will be coordinated with the OWNER.
(iii) Typical fiber optic circuit/conduit installation details.
(iv) Staging design and notes to minimize down time to the fiber optic system currently in place.
(o) Prepare cost opinion for proposed fiber optics improvements.
(p) Compete final plans, based on OWNER comments received.

F) Phase 590 – Land Acquisition
1) Task 594 – Property Acquisition Exhibits and Individual Parcel Exhibits
(a) The ENGINEER shall prepare an exhibit for property acquisition and will consist of a full-size strip plot with the major property acquisition elements on the aerial photograph. Includes shading, lettering, and other techniques to delineate property ownership name and address, existing property lines, proposed fee title right-of-way needs, and permanent/temporary easement needs.

G) Phase 600 – Construction Administration
1) Task 602 – Advertising, Bidding, Contract Award
(a) The ENGINEER shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The ENGINEER will prepare the advertisement.
(b) ENGINEER will post Notice of Letting and OWNER will publish Public Hearing in accordance with Iowa Code.
(c) The ENGINEER will maintain the planholder's List.
(d) The ENGINEER shall provide Drawings, Specifications, and Bid Documents.
(i) The ENGNEER will upload drawings, specifications, and bid documents to Quest CDN and distribute documents to prospective Contractors. Hard copies will be available for Contractors for pick-up.
(e) The ENGINEER shall prepare and issue addenda as needed.
(i) The ENGINEER shall prepare all required addenda to revise plans, specifications, and other contract documents to (1) provide clarifications, (2) correct discrepancies, and/or (3) add necessary details or contract alterations.
(f) Bidder Questions
(i) The ENGINEER shall respond to bidder questions and publish written answers to all planholders at the discretion of the OWNER.
(g) The ENGINEER shall attend one (1) bid opening at OWNER's location.

(h) Prepare bid tabulation
  (i) The ENGINEER shall develop tabulation of all bids received within the same day as the letting.
(i) Review Bidders Qualifications
  (i) The ENGINEER shall check for correctness and qualifications of apparent low bidders.
(j) The ENGINEER shall prepare Contract and Performance, Payment, and Maintenance Bond and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
(k) The ENGINEER will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the ENGINEER's Standard Fee Schedule.

H) Phase 650 – Onsite Project Representative
1) Not Included. To be completed via Amendment or Separate Agreement.

I) Phase 700 – Survey Services
1) Task 701 – Survey Services (General)
(a) Expanded Topographic Survey Limits
  (i) Upon completion of the Traffic Study, it was noted that additional survey was necessary as the following items extended survey needs beyond the original scope:
    (a) Additional turn lanes needed at the intersection of NW Ash Drive and NW 18th Street
    (b) Additional turn lanes were needed at the intersection of NW Briargate Drive and NW 18th Street
    (c) Eastbound right turn lane at the intersection of NW Ash Drive was longer than anticipated.
    (d) Rerouting of the trail within the park at the southwest corner of NW Ash Drive and NW 18th Street in order to avoid park sign relocation.
  (ii) The ENGINEER made numerous coordination efforts to contact utilities as well as made two (2) additional field visits to survey marked utilities due to poor and unmarked utilities by USIC (Iowa One Call) and utilities.
  (iii) The ENGINEER will mark, in the field, utility line heights in order to determine height of new signal poles at NW Ash Drive/NW 18th Street and NW Briargate Drive/NW 18th Street intersections.
  (iv) Additional survey for design of the potential relocation of the Veterinary Clinic driveway (301 NW 18th Street) is not included in this agreement. Should the driveway be relocated and additional survey is necessary, this work will be completed via an amendment or separate agreement.
  (v) Included as part of this task is the updating of the project base maps and topographic surfaces.
(b) Right of Way/Easement Staking
  (i) The ENGINEER will make up to two (2) additional site visits to mark property corners, easement limits, and construction limits to aid in the discussion and one-on-one meetings with affected property owners.
(c) Soil Boring Location Survey
  (i) The ENGINEER will perform one (1) mobilization to mark and spray paint soil boring locations.
(d) Subsurface Utility Exploration Survey
  (i) The ENGINEER will perform up to five (5) mobilizations for survey work for utility explorations. This includes one (1) mobilization to mark locations for test holes and four (4) mobilizations to survey found utilities. Additionally, this work includes CADD drafting for

potholed elevations of the utilities and coordination with OWNER and Contractor to perform the work.

(ii) Included as part of this task is the updating of the project base maps and topographic surfaces.

(e) Utility Relocation Staking

(i) The ENGINEER will perform staking to aid in the relocation of franchise utilities. This task will include communication with utility companies regarding their needs and staking. This task includes one (1) staking effort per each utility company. A total of eight (8) hours has been estimated for this task.

2) Task 712 – Acquisition Plats and Legal Description

(a) Acquisition and Permanent Easement Plats

(i) The ENGINEER will provide acquisition and/or permanent easement plats in accordance with Iowa Code for the PROJECT. This includes a signed drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. Two (2) original signed Plats will be provided to the OWNER for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated number of plats for this PROJECT are shown below:

(a) Acquisition (Fee Title) Plats: Five (5)

(b) Permanent Easement Plats: One (1)

(ii) Temporary Easement Exhibits

(a) The ENGINEER will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easements for the PROJECT. The estimated number of temporary easement exhibits is ten (10).

(b) The following table summarizes the anticipated PROJECT plats and exhibits for which this scope of services task has been developed:

Owner Name Parcel Address/Location	Fee Title	Temp. Ease.	Perm. Ease.
Stonecrest Meadows Townhouse Association, Inc. Outlot X Stonecrest Meadows Townhomes Plat 1	1	1	
Hale Development Company, LLC Lot 1 Georgetown Plat 9	1	1	
Denny Elwell Family LC 1802 N Ankeny Blvd		1	
Maples Condos LC 1800 N Ankeny Blvd		1	
City of Ankeny 410 W 1st Street		1	1
James McNamara 1622 NW Maple Pl	1	1	
D&M Associates, LLC 401 NW 18th Street		1	
Riordan Partners, LLC 301 NW 18th Street	1	1	
DLE Seven LLC 205 NW 18th Street	1	1	

DLE Seven LLC 1730 N Ankeny Blvd		1	
Total	5	10	1

(b) If the OWNER determines additional acquisition plats or legal descriptions are necessary, the ENGINEER shall prepare these via Amendment or Separate Agreement.

J) Phase 800 – Project Closeout
1) Not Included. To be completed via Amendment or Separate Agreement.

K) Phase 850 - Project Management and Coordination
1) Task 851 – Project Management and Coordination (assume 12 months).
(a) Project Management:
(i) The project manager of the ENGINEER will be responsible for coordination with the OWNER.
(ii) The ENGINEER will provide up to twelve (12) monthly progress reporting and project invoices to the OWNER.
(iii) The ENGINEER will conduct internal design review meetings.
(iv) The ENGINEER will develop and maintain PROJECT schedule.
(b) Design Development Meetings
(i) The ENGINEER will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
(ii) The ENGINEER will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the ENGINEER will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up-to two (2) staff members of the ENGINEER.
(c) Utility Coordination
(i) The ENGINEER shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.
(ii) The ENGINEER shall perform a total of two (2) joint utility coordination meeting with utility company representatives upon the conclusion of preliminary design. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations. The ENGINEER will prepare an agenda, document discussions and decisions, and provide meeting minutes. The meetings will be on two different days with one in the morning and one in the afternoon.
(iii) The ENGINEER will perform coordination efforts electronically with each utility company.
(iv) The ENGINEER will review utility relocation plans and provided by the franchise utilities. For budget purposes, the ENGINEER will review six (6) utility relocation plans.
(d) Project Information Meeting
(i) The ENGINEER will conduct one (1) project information meeting that will be attended by three (3) staff members of the ENGINEER. The purpose of the meeting will be to provide a brief overview of the proposed improvements, provide discussion of the reconstruction plan, and gather information on concerns, priorities, and specific issues of the adjacent property owners and other affected parties.
(ii) The ENGINEER will prepare display materials, comments and sign-in sheets, and project hand out information for the meeting.

(iii) The ENGINEER will compile written and oral comments and submit to the OWNER.
(iv) Reserving of the meeting facility and the mailing of the public notification will be completed by the OWNER. The ENGINEER will prepare the notice for the OWNER.

(e) Individual Property Owner Meetings
(i) The ENGINEER shall perform one (1) meeting with parcel located at the southwest corner of NW 18th Street and NW Briargate Drive (Veterinary Clinic) to discuss potential for driveway relocation off NW Briargate Drive. Staff of the OWNER will be involved in the meeting.
(ii) The ENGINEER shall attend and organize one (1) meetings with the City of Ankeny Parks Department to discuss the trail relocation at the southwest corner of NW 18th Street and NW Ash Drive. The City of Ankeny Parks Department has stated that if the City of Ankeny decides to relocate or replace the "Prairie Ridge Sports Complex" sign in lieu of a trail relocation on to adjacent park to avoid the sign, then that design and construction work would not be included as part of this agreement.

L) Phase 950 – Subconsultants and Fees
1) Task 961 – Geotechnical Borings (Terracon)
(a) The ENGINEER will retain services of a subconsultant to provide boring services for the PROJECT as a subconsultant.
(b) The subconsultant will perform seven (7) soil borings (including pavement cores) along NW 18th Street.
(c) The subconsultant will coordinate with the OWNER for any necessary permits and perform truck mobilization, drilling, and traffic control during drilling operations.
(d) The subconsultant will provide the ENGINEER with boring logs, summary, and spreadsheet of laboratory results and soil classifications (USCS and AASHTO).
(e) The preliminary boring layout is shown below:

Boring Numbers	Function	Proposed Depth (ft)
SB-01, SB-03 – SB-05 and SB-07	Roadway	10 (50 feet total)
SB-02 and SB-06	Roadway and Traffic Signal	30 (60 feet total)
Total		110 feet

2) Task 962 - Subsurface Utility Investigation (Subconsultant)
(a) The ENGINEER will retain services of a subconsultant to provide hydro excavation services for the PROJECT as a subconsultant.
(b) The subconsultant will provide hydro excavation of 20 utility locations.

(i) For budget purposes, it is assumed that slot trenches at 6-inches wide, up to 5-feet deep, at varying lengths (assume a total of 300-ft long of hydro excavation [approximately 15-ft long per location])

(c) The subconsultant will provide temporary covers (wood panels) and orange safety fence around holes as needed to protect the public from excavated holes, prior to final backfilling.

(d) The subconsultant will provide soil to backfill holes upon completion of survey.

(e) The subconsultant will provide temporary traffic control for these operations.

3) Task 970 – Reimbursable Permit and Publication Fees

(a) Iowa DNR NPDES Stormwater Discharge Permit publication in the Des Moines Register.

(b) Iowa DNR Water Supply Section – Construction Permit Application is not expected to be included on the PROJECT.

(c) Iowa DNR Wastewater Construction Permit Application is not expected to be included on the PROJECT.

(d) Notice of Hearing publication and associated fees for publication in the Des Moines Register are to be completed by OWNER.

(e) QuestCDN download fees are included.

III) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports	$ 0.00
2) Phase 200 – Existing Conditions	$ 0.00
3) Phase 300 – Funding	$ 0.00
4) Phase 400 – Preliminary Design	
(a) Task 401 – Preliminary Design and Plans	$105,800.00
(b) Task 413 – Geotechnical Design	$ 7,400.00
5) Phase 500 – Final Design	
(a) Task 501 – Final Design and Plans	$108,200.00
(b) Task 512 – Traffic Signal and Fiber Optics Interconnect Design	$ 49,200.00
6) Phase 590 – Land Acquisition	$ 1,400.00
7) Phase 600 – Construction Administration	
(a) Task 602 – Advertising, Bidding, and Contract Award	$ 3,700.00
8) Phase 650 – Onsite Project Representative	$ 0.00
9) Phase 700 – Survey Services	
(a) Survey Services (General)	$ 16,200.00
(b) Acquisition Plats and Legal Descriptions	$ 13,300.00
10) Phase 800 – Project Closeout	$ 0.00
11) Phase 850 – Project Management and Coordination	$ 34,100.00
12) Phase 950 – Subconsultant and Reimbursable Fees	
(a) Task 961 – Geotechnical Borings (Terracon)	$ 14,300.00
(b) Task 962 – Subsurface Utility Exploration (Subconsultant)	$ 30,900.00
(c) Task 970 – Permit and Publication Fees	$ 500.00
Not to Exceed Fee:	$385,000.00

IV) TIMELINE:

The following is the estimated time frame for this PROJECT. All calendar days are estimated, subject to acceptance day with the OWNER. If notice to proceed is given at a later date, time of completion may need to be extended accordingly. Generally, the schedule for the PROJECT is described as follows:

A) General Schedule

1.	Notice to Proceed	February 8, 2022
2.	Preliminary Design	February 8, 2022 – April 26, 2022
3.	Televising Existing Sanitary and Storm Sewer (OWNER)	February 2022 – March 2022
4.	Project Information Meeting	April 2022
5.	Acquisition Plat Preparation	May 2022
6.	Subsurface Utility Exploration	May 2022
7.	Right-of-Way Negotiations	May 2022 – December 2022
8.	Check Plan Design	May 2022 – October 24, 2022
9.	OWNER Check Plan Review (2 weeks)	October 24, 2022 – Nov. 4, 2022
10.	Final Plan Design	Nov. 7, 2022 – Nov. 18, 2022
11.	Project Letting (Local)	December 13, 2022
12.	Construction	April 2023 - November 2023

B) Schedule Delays

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

V) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

A) Joint utility trench design.
B) Septic system reconstruction plans.
C) Construction staking, RPR, and construction administration services.
D) Environmental and/or Cultural Review and Assessment.
E) Drainage Repot or Drainage Memorandum
F) Irrigation (lawn sprinkler) restoration plans or specifications.
G) Media correspondences and public outreach planning documents.
H) Boundary retracement of existing lots to set missing monuments.
I) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
J) Appraisal fees and condemnation services.
K) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
L) Grant Administration.
M) Preparation of bidding or contract documents for alternate bid prices.
N) Record drawings.
O) Construction material testing services.
P) Other permits not indicated within this scope.
Q) Any permit and publication fees associated with permit applications except as noted.
R) Project management and coordination tasks beyond that scheduled project completion period.
S) Special meetings and meetings not outlined in the Scope of Services.
T) Other services not specifically outlined in this Agreement.

Exhibit E: OWNER's Responsibilities

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER:**

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER**'S policies and decisions with respect to **ENGINEER**'S services for the Project.

2. Provide all criteria and full information as to **OWNER**'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.

3. Assist **ENGINEER** by placing at **ENGINEER**'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

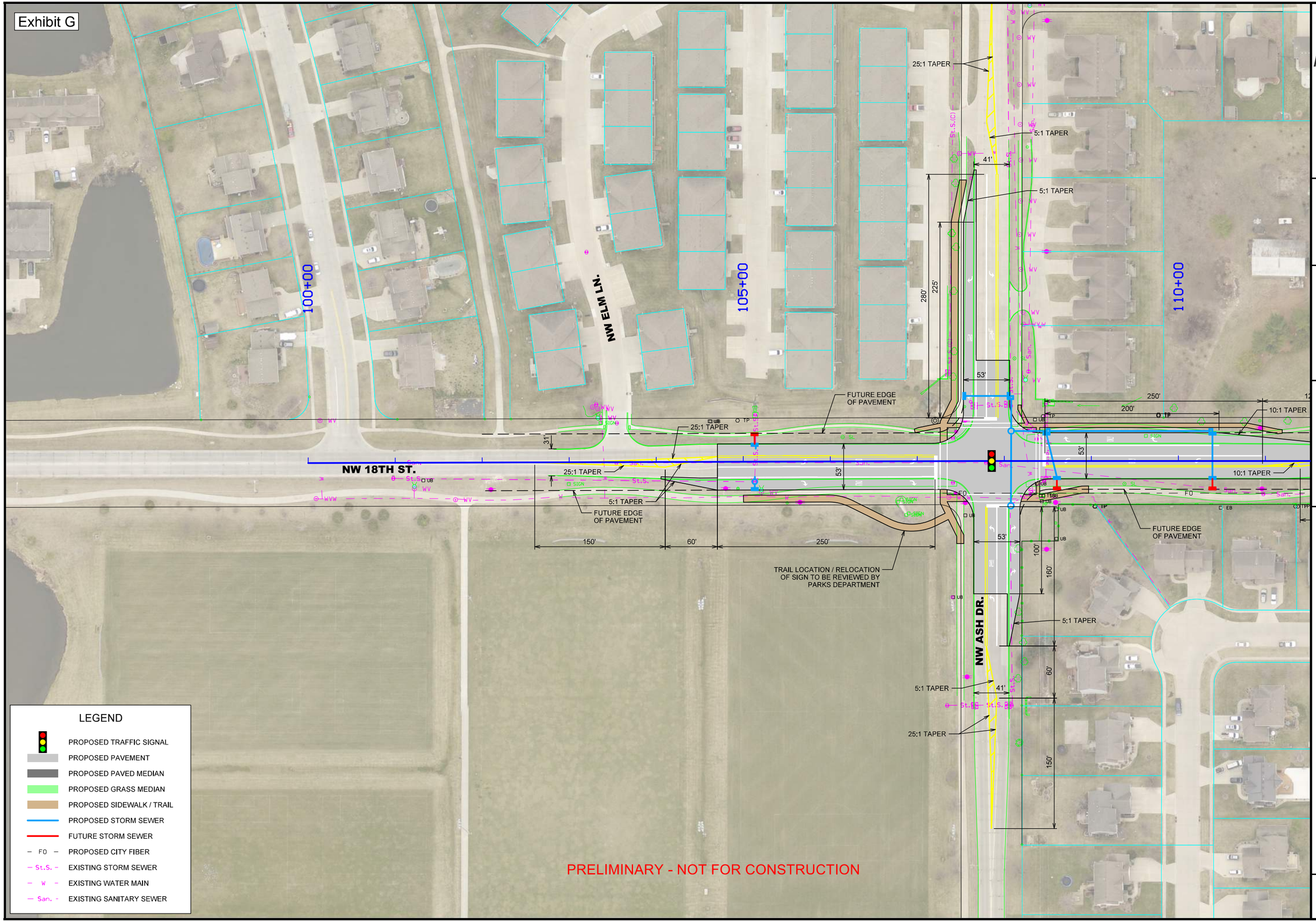
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.

8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER**'S services, or any defect or non-conformance in the work of any Contractor.

9. Arrange for financing and pay for services as agreed to in this Agreement.

Exhibit G



LEGEND

- PROPOSED TRAFFIC SIGNAL
- PROPOSED PAVEMENT
- PROPOSED PAVED MEDIAN
- PROPOSED GRASS MEDIAN
- PROPOSED SIDEWALK / TRAIL
- PROPOSED STORM SEWER
- FUTURE STORM SEWER
- FO — PROPOSED CITY FIBER
- St.S. — EXISTING STORM SEWER
- W — EXISTING WATER MAIN
- San. — EXISTING SANITARY SEWER

PRELIMINARY - NOT FOR CONSTRUCTION

McCLURE™
335 SE Oralabor Rd
Ankeny, IA 50021
main 515.512.1361

Ankeny | Carroll
Clive | Fort Dodge
North Liberty | Sioux City

Macon, MO | Columbia, MO
North Kansas City, MO

Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

N

50 25 0 50

REVISIONS

PROJECT INFO
211008-000

ENGINEER	DRAWN BY	CHECKED BY
SAP	CDH	-QAQC-

NW 18th Street Reconstruction
NW Ash Drive to N Ankeny Boulevard
Ankeny, Iowa

PROJECT CONCEPT

P:\211008-00006\Drawings\Civil\Dgns\Plans\211008_SHT_D01.dgn

DRAWING NO.
D.1

Exhibit G

NW SCHOOL ST.

115+00

120+00

125+00

NW 18TH ST.

NW WAGNER BLVD.

PRIVATE DRIVE

10:1 TAPER

FUTURE EDGE OF PAVEMENT

120'

50'

210'

150'

259.4'

126.6'

41'

53'

37'

60'

65'

31'

25:1 TAPER

LEGEND

- PROPOSED TRAFFIC SIGNAL
- PROPOSED PAVEMENT
- PROPOSED PAVED MEDIAN
- PROPOSED GRASS MEDIAN
- PROPOSED SIDEWALK / TRAIL
- PROPOSED STORM SEWER
- FUTURE STORM SEWER
- FO — PROPOSED CITY FIBER
- St.S. — EXISTING STORM SEWER
- W — EXISTING WATER MAIN
- San. — EXISTING SANITARY SEWER

PRELIMINARY - NOT FOR CONSTRUCTION

McCLURE™

335 SE Oralabor Rd
Ankeny, IA 50021
main 515.512.1361

Ankeny | Carroll
Clive | Fort Dodge
North Liberty | Sioux City

Macon, MO | Columbia, MO
North Kansas City, MO

Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

N

50 25 0 50

REVISIONS

PROJECT INFO
211008-000

ENGINEER	DRAWN BY	CHECKED BY
SAP	CDH	-QAQC-

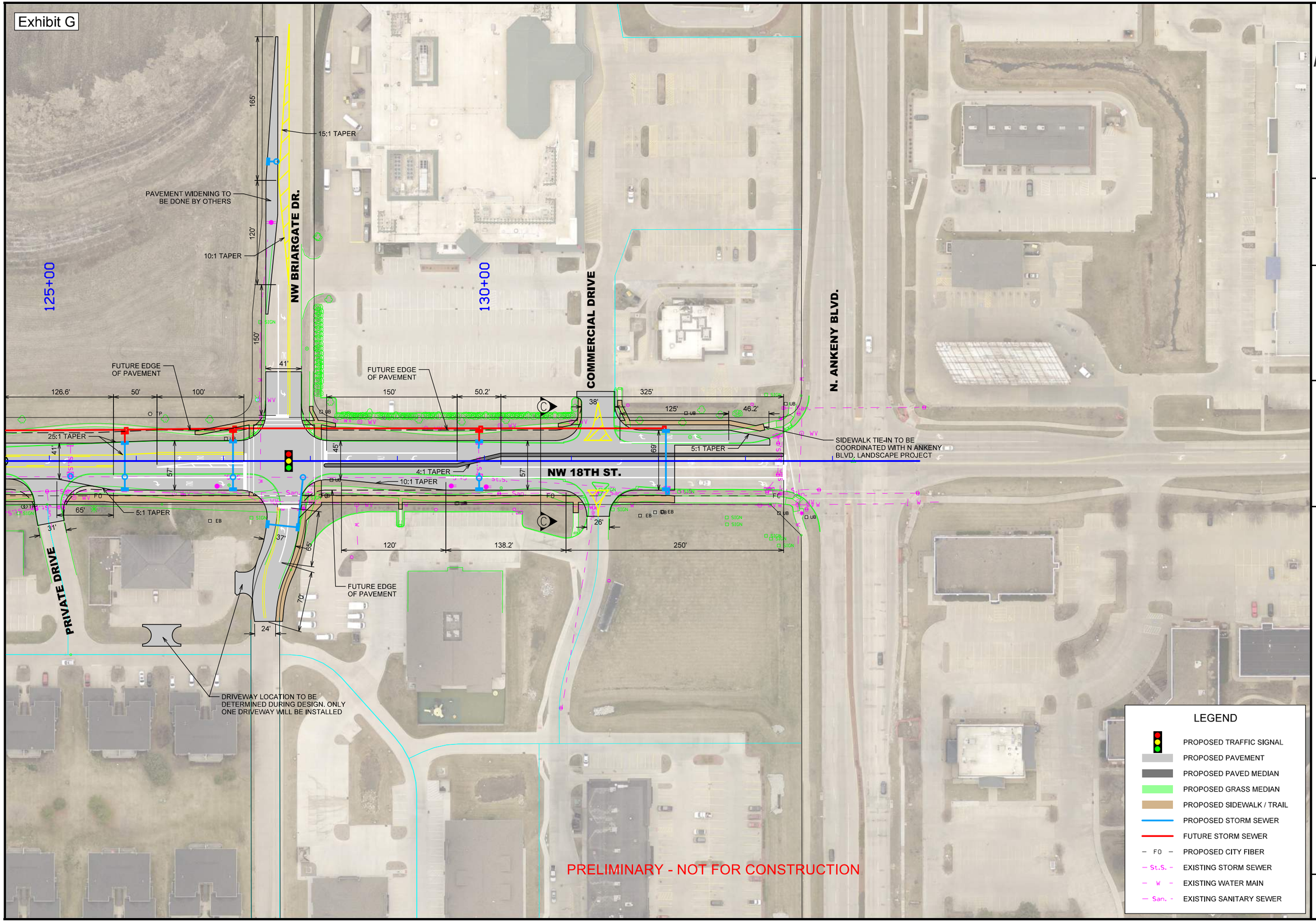
NW 18th Street Reconstruction
NW Ash Drive to N Ankeny Boulevard
Ankeny, Iowa

PROJECT CONCEPT

P:\211008-000\05-Drawings\Civil\Dgns\Plans\211008_SHT_D02.dgn

DRAWING NO.
D.2

Exhibit G



PRELIMINARY - NOT FOR CONSTRUCTION

LEGEND

- PROPOSED TRAFFIC SIGNAL
- PROPOSED PAVEMENT
- PROPOSED PAVED MEDIAN
- PROPOSED GRASS MEDIAN
- PROPOSED SIDEWALK / TRAIL
- PROPOSED STORM SEWER
- FUTURE STORM SEWER
- FO — PROPOSED CITY FIBER
- St.S. — EXISTING STORM SEWER
- W — EXISTING WATER MAIN
- San. — EXISTING SANITARY SEWER

McCLURE™
335 SE Oralabor Rd
Ankeny, IA 50021
main 515.512.1361

Ankeny | Carroll
Clive | Fort Dodge
North Liberty | Sioux City

Macon, MO | Columbia, MO
North Kansas City, MO

Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

N

50 25 0 50

REVISIONS

PROJECT INFO
211008-000

ENGINEER	DRAWN BY	CHECKED BY
SAP	CDH	-QAQC-

NW 18th Street Reconstruction
NW Ash Drive to N Ankeny Boulevard
Ankeny, Iowa

PROJECT CONCEPT

P:\211008-000\06-Dwg\ops\Civil\Dgns\Plans\211008_SHT_D03.dgn

DRAWING NO.
D.3

EXHIBIT 'I'

City of Ankeny Insurance Requirements for Professional Services

1. McClure Engineering Company 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 'I'

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000

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

EXHIBIT 'I'

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

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

EXHIBIT 'I'

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed S. Ankeny Blvd. Transmission Main Project

Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH)

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Short Elliot Hendrickson, Inc., for design engineering and bidding phase services needed for the S. Ankeny Blvd. Transmission Main Project.

This project will include the installation of approximately 5,500 lineal feet of 24" diameter transmission main along S. Ankeny Blvd. from SW Magazine to SW Oralabor Road. This new transmission main is intended to improve the overall operation of the water distribution system by looping both 24" connections to DMWW and connecting the Ash Water Tower, SW Water Tower, and the NW Booster Station with a redundant source of water. This will allow an uninterrupted source water in the event of failure of any one

segment.

The design engineering services for this project need to begin in February so the project schedule can be maintained.

The Municipal Utilities Department proposes to use SEH, to complete the necessary 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 $216,800.00. A Winter 2022 / 2023 bid letting is anticipated due to this project including SRF funding.

It is recommended that the City Council approve the Professional Services Agreement with SEH.

FISCAL IMPACT: **??No**

The project is included in the City's 2022 - 2026 Capital Improvement Program with design scheduled to be completed in 2022 and construction in 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the S. Ankeny Blvd. Transmission Main Project in an amount not to exceed $216,800.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the S. Ankeny Blvd. Transmission Main Project in an amount not to exceed $216,800.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

Agreement for Professional Services

This Agreement is effective as of FEB. 7, 2022, between City of Ankeny, Iowa (Client) and Short Elliott Hendrickson Inc. (SEH) (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

South Ankeny Boulevard Transmission Main: Design and Bidding Services

Client's Authorized Representative: Don Clark, Director of Municipal Utilities
Address: 1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Telephone: 515.963.3529 **email:** dclark@ankenyiowa.gov

Project Manager: Katie Kinsey, P.E. (Lic. IA, NE)
Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131
Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

Project Description: The project shall consist of the installation of approximately 5,500 feet of 24" transmission main along S Ankeny Boulevard from SW Magazine Road south to SE Oralabor Road. This new transmission main is intended to improve the overall operation of the water distribution system by looping both connections from Des Moines Water Works and connecting all the water towers and the NW Booster Station with a redundant source of water, allowing the Client to have non-interrupted source water in case any pump stations or transmission mains are out of service.

Scope of Services: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Project Administration

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

a. *Project Team Meetings*: Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.

b. *Quality Control Plan*: Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2. Preliminary Design

a. Review proposed new water main routes with Client prior to commencing subsequent work.

b. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and

monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per local datum.

c. *Design Survey*: The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:

   1) *Topographic Survey:* Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.

   2) *Utility Surveys:* Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

   3) *Boundary Surveys:* Perform boundary surveys required for the development of the project by establishing existing right-of-way lines to facilitate design needs. This task also includes locating existing monuments in the field to graphically show the boundary on the preliminary drawings.

   4) *Office Processing*: Complete processing of the data obtained in the field as necessary to incorporate into the project.

d. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.

e. *Prepare Preliminary Project Manual:* Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:

   1) Client provided front-end documents.

   2) Technical Specifications based on SUDAS with supplemental technical specifications.

f. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.

g. *Permits Determination:* Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.

h. *Furnish Preliminary Design Documents to Client*: Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.

i. *Right-of-Way/Easements Determination*: Provide assistance in determining extents of additional Right-of-Way or easements that will be necessary for construction and maintenance of the project. The Consultant will prepare permanent easement(s) or fee title acquisition(s), and legal description(s) necessary to acquire necessary easements. This includes an estimate of one (1) permanent easement and legal description.

j. *Utility Company Coordination*: The Consultant will conduct meeting(s) to coordinate with utility companies that have utilities in the project area to determine if any potential conflicts with existing utilities exist, and to determine if any measures will be necessary to relocate existing utilities or revise locations of proposed improvements. The Consultant will rely on maps and other information provided by utility companies and is not responsible for the accuracy of the information provided by the utility companies.

k. *Subsurface Utility Exploration Test Holes*: The Consultant will provide subsurface utility exploration test holes using nondestructive digging equipment to establish the vertical and horizontal location of

existing critical utilities that are potentially in conflict with the alignment of the proposed transmission main. This includes an estimate of fifteen (15) utility test holes.

l. *Geotechnical Investigation*: The Consultant will perform the soils and materials testing for the soil investigation for the Project. This includes ten (10) soil borings approximately 600 feet apart spaced along the project, review of analysis of the soil borings, and presentation of the findings and recommendations in a report.

m. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the preliminary design phase is one (1).

n. *Field Review of Preliminary Drawings*: A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings. The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.

o. *Revise Preliminary Design Documents*: Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.

p. *Deliverables*: Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:

1) Review copies of Preliminary Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.

2) Minutes of meeting(s).

3. **Final Design**

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

a. *Prepare Final Drawings*: Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

b. *Prepare Final Project Manual*: Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:

1) Client provided front-end documents.

2) Technical Specifications based on SUDAS with supplemental technical specifications.

c. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Consultant shall provide assistance in obtaining the following permits:

1) Iowa Department of Natural Resources (IDNR) Water Construction Permit (Included in Basic Services)

2) Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 (Included in Basic Services)

3) Iowa Department of Transportation (IDOT) permit(s) to complete work in IDOT right-of-way (Included in Basic Services)

d. *Final Opinion of Probable Cost*: Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.

e. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the final design phase is one (1).

f. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.

1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.

g. *Deliverables*: Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:

1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.

2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size. 5 PLANS 2 SPECS

3) Minutes of meeting(s).

4. <u>Bidding Services</u>

After acceptance by Client of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences, if any.

a. *Public Notice*: The Consultant shall assist the Client in preparing the formal Notice of Hearing and Letting. The Client shall be responsible for publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

b. *Distribute Bidding Documents*: The Consultant will post project on QuestCDN bidding site, which is where the planholders list will be maintained. Potential bidders can obtain hard copies of bid documents from Consultant at a cost of $100 per set that will be refundable per Iowa law. Consultant will also post the Notice to Bidders on the Iowa League of Cities Classified website and the MasterBuilders of Iowa website per Iowa law.

c. *Plan Clarification/Addenda*: Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.

d. *Acceptability of Contractor/Subs*: Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

e. *Bid Opening/Bid Tabulation/Recommendation of Award*: Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

f. *Deliverables*: Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:

1) Public Notice: One (1) hard copy and one (1) electronic copy in .pdf or .docx format.

2) Addenda, if any: Same number and kind as Bid Documents.

3) Bid tabulation and recommendation of award documents: One (1) hard copy and one (1) electronic copy in .pdf format.

B. <u>Additional Services:</u>

Additional services will be provided by the Consultant upon the request of the Client. These services may include:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's

schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.

2. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
3. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
4. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
5. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
   a. Environmental Assessment/NEPA Compliance Services
   b. Wetland Assessment/Mitigation Services
   c. Services associated with obtaining flood plain permitting

C. **Payment:** In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. **Compensation for Basic Services – Standard Hourly Rate Not to Exceed Method of Payment**
   a. Client shall pay Consultant for Basic Services items A.1 through A.4 as described above, as set forth in Exhibit A-1, excluding Printing and Distribution of Bidding Documents as follows:

      Total Not-to-Exceed fee of $216,800.00, based on the Consultant's standard hourly rates and expenses. The anticipated breakdown of the Total Not-to-Exceed Fee for engineering services is as follows:

Project Administration	$8,700.00
Preliminary Design	$123,600.00
Final Design	$78,700.00
Bidding Services	$5,800.00
Total Not-to-Exceed Fee	**$216,800.00**

      i. Consultant may alter the distribution of compensation between individual phases noted above to be consistent with services actually rendered, but shall not exceed the total Not-to-Exceed fee amount unless approved in writing by the Client

      ii. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.

      iii. Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

2. **Compensation for Additional Services – Standard Hourly Rates Method of Payment**
   a. Client shall pay Consultant for Additional Services described above, as set forth in Exhibit A-1 as follows:
      1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
      2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

t:\sales-marketing\proposals\ankeny municipal utilities\s ankeny blvd transmission main\agmt-ankeny mu-s ankeny blvd trans main-dsgnbid.docx

Short Elliott Hendrickson Inc.	**City of Ankeny, Iowa**
By: Katie Kinsey	By:
Katie Kinsey, P.E. (Lic. IA, NE)	
Title: Project Manager	Title:

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Service
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 7th, 2022

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

t:\sales-marketing\proposals\ankeny municipal utilities\s ankeny blvd transmission main\exhibit a-1.docx

ATTACHMENT 1

SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate[1]
Principal	$175 - $295
Project Manager	$145 - $260
Senior Project Specialist	$140 - $240
Project Specialist	$105 - $190
Senior Professional Engineer I	$120 - $195
Senior Professional Engineer II	$145 - $245
Professional Engineer	$110 - $180
Graduate Engineer	$90 - $150
Senior Architect	$130 - $230
Architect	$115 - $165
Graduate Architect	$90 - $120
Senior Landscape Architect	$120 - $185
Landscape Architect	$100 - $135
Graduate Landscape Architect	$90 - $110
Senior Scientist	$135 - $185
Scientist	$95 - $150
Graduate Scientist	$85 - $115
Senior Planner	$135 - $230
Planner	$105 - $165
Graduate Planner	$95 - $130
Senior GIS Analyst	$115 - $190
GIS Analyst	$105 - $130
Project Design Leader	$125 - $200
Lead Technician	$110 - $185
Senior Technician	$95 - $150
Technician	$65 - $125
Graphic Designer	$95 - $160
Administrative Professional	$55 - $140

Classification – Field Staff	Billable Rate[1]
Professional Land Surveyor	$115 - $175
Lead Resident Project Representative	$100 - $170
Sr. Project Representative	$95 - $150
Project Representative	$80 - $135
Survey Crew Chief	$90 - $150
Survey Instrument Operator	$60 - $105

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022

SEH
Building a Better World for All of Us®

SHORT ELLIOTT HENDRICKSON INC.

ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2022

Vehicle Mileage Rates
Current IRS Rate

Vehicle Allowance Costs
Resident Project Representative $16.00/day
Survey and Field Vehicle ..... $4.50/hour + Current IRS Mileage Rate

Survey Equipment
Robotic Total Station $30.00/hour
Global Positioning System (GPS) $30.00/hour

Computer Equipment
Computer Charges per Direct Hour of Labor $3.00/hour

Other Equipment Expenses
SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS [1][2]

Item		8½x11	11x17	Large Format	Per Item
Black/White Copy [3]		0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy [3]		0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar				5.00	
CD Copy					3.00
Lamination		2.00	3.50	3.50/sq. ft.	
Laminated Foamcore - up to 30"x42" - larger than 40"x60"				 40.00 75.00	
3-Ring Binder	*size* *cost*	1" 3.20	2" 4.80	3" 5.60	4" 7.24
Machine Folding					0.02
Binding - wire - comb					 3.60 3.20
Covers - custom - blank					 0.15 0.03
Tabs (white)					0.20
Mailing/Processing					UPS or USPS rates

(1) prices include operator time
(2) prices denote single-sided printing
(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.

SEH

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

Municipal Utilities

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed N. Ankeny Blvd. Water Main Project

Professional Services Agreement with Short Elliot Hendrickson, Inc. (SEH)

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Short Elliot Hendrickson, Inc., for design engineering and bidding phase services needed for the N. Ankeny Blvd. Water Main Project.

This project will include the installation of approximately 500 lineal feet of 12" diameter transmission main along N. Ankeny Blvd. from NE 41st Street south to Unity Point. This new water main will connect two dead end 12" water mains and provide a loop within the water distribution system that will improve fire flows and remove a bottle neck during peak water demand.

The design engineering services for this project need to begin in February so the project schedule can be maintained.

The Municipal Utilities Department proposes to use SEH, to complete the necessary 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 $19,700.00. This project will bid later this year and hopefully be constructed in 2022.

It is recommended that the City Council approve the Professional Services Agreement with SEH.

FISCAL IMPACT: **??No**

The project is included in the City's 2022 - 2026 Capital Improvement Program with design and construction to be completed in 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the N. Ankeny Blvd. Water Main Project in an amount not to exceed $19,700.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider a motion to approve the Professional Services Agreement with SEH, for the design engineering and bidding phase services on the N. Ankeny Blvd. Water Main Project in an amount not to exceed $19,700.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

Agreement for Professional Services

This Agreement is effective as of FEB. 7, 2022, between City of Ankeny, Iowa (Client) and Short Elliott Hendrickson Inc. (SEH) (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

North Ankeny Boulevard Water Main – NE 41st Street to Unity Point: Design and Bidding Services

Client's Authorized Representative: Don Clark, Director of Municipal Utilities
Address: 1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Telephone: 515.963.3529 **email:** dclark@ankenyiowa.gov

Project Manager: Katie Kinsey, P.E. (Lic. IA, NE)
Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131
Telephone: 515.957.2373 **email:** kkinsey@sehinc.com

Project Description: The project shall consist of the installation of approximately 500 feet of 12" water main along N Ankeny Boulevard from NE 41st Street south to Unity Point located north of NE 36th Street. This new water main will connect two dead end 12" water mains and provide a loop within the water distribution system that will improve fire flows and remove a bottleneck during peak water demand.

Scope of Services: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

A. Basic Services:

1. Preliminary Design

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

a. *Project Team Meetings*: Maintain communications with the Project Team and various other designated representatives. The Project Team will include representatives of the Client and the Consultant. Meet to review progress and discuss specific elements of the project planning and design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. The Consultant shall prepare minutes of meetings and keep documentation of other communications.

b. *Quality Control Plan*: Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

c. Review proposed new water main routes with Client prior to commencing subsequent work.

d. *Control Survey:* Establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets. Horizontal control shall be in state-plane coordinates and vertical control per local datum.

e. *Design Survey*: The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:

   1) *Topographic Survey:* Perform topographic surveys required for the development of the project and to supplement any existing topographic mapping provided by the Client. This task also includes verification of the existing topographic mapping. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing base mapping.

   2) *Utility Surveys:* Perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

   3) *Boundary Surveys:* Perform boundary surveys required for the development of the project by establishing existing right-of-way lines to facilitate design needs. This task also includes locating existing monuments in the field to graphically show the boundary on the preliminary drawings.

   4) *Office Processing*: Complete processing of the data obtained in the field as necessary to incorporate into the project.

f. *Prepare Preliminary Plans:* Prepare Preliminary Design Phase drawings of adequate content to present the general nature of construction of the project for review and approval by Client.

g. *Prepare Preliminary Project Manual*: Prepare Preliminary Design Phase specifications in outline format for review and approval by Client. It is anticipated that the Preliminary Project Manual shall include:

   1) Client provided front-end documents.

   2) Technical Specifications based on SUDAS with supplemental technical specifications.

h. *Preliminary Opinion of Probable Cost:* Based on the information contained in the Preliminary Design Phase documents, prepare an Opinion of Probable Construction Cost, and assist Client in collating the various cost categories which comprise Total Project Costs.

i. *Permits Determination:* Provide assistance in determining the permits from governmental authorities having jurisdiction to review or approve the final design of the Project.

j. *Furnish Preliminary Design Documents to Client*: Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Client and review them with Client. Client shall submit to Consultant any comments regarding the Preliminary Design Phase documents and any other deliverables.

k. *Right-of-Way/Easements Determination*: Provide assistance in determining extents of additional Right-of-Way or easements that will be necessary for construction and maintenance of the project. The Consultant will prepare permanent easement(s) or fee title acquisition(s), and legal description(s) necessary to acquire necessary easements. This includes an estimate of one (1) permanent easement and legal description.

l. *Utility Company Coordination*: The Consultant will coordinate with utility companies that have utilities in the project area to determine if any potential conflicts with existing utilities exist, and to determine if any measures will be necessary to relocate existing utilities or revise locations of proposed improvements. The Consultant will rely on maps and other information provided by utility companies and is not responsible for the accuracy of the information provided by the utility companies. Excavation to expose buried utilities is not a responsibility of the Consultant.

m. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the preliminary design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the preliminary design phase is one (1).

n. *Field Review of Preliminary Drawings*: A Field Exam will be conducted by the Project Team to discuss key issues and design concepts and to determine completeness of the preliminary drawings.

The review will identify needed adjustments to minimize potential project construction issues. Revisions will be noted for incorporation into the final Preliminary Design Phase drawings.

o. *Revise Preliminary Design Documents*: Revise the Preliminary Design Phase documents and any other deliverables in response to Client's comments, as appropriate, and furnish to Client copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables after receipt of Client's comments.

p. *Deliverables*: Deliverables to the Client from the Consultant during the Preliminary Design Phase shall be as follows:

1) Review copies of Preliminary Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.

2) Minutes of meeting(s).

2. <u>Final Design</u>

The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Consultant shall be entitled to an equitable increase in its compensation under this Agreement.

a. *Prepare Final Drawings*: Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

b. *Prepare Final Project Manual*: Prepare Final Design Phase specifications (Project Manual) for review and approval by Client. The Project Manual shall include:

1) Client provided front-end documents.

2) Technical Specifications based on SUDAS with supplemental technical specifications.

c. *Permits*: Provide technical criteria, written descriptions, and design data for use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Client in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Consultant shall provide assistance in obtaining the following permits:

1) Iowa Department of Natural Resources (IDNR) Water Construction Permit (Included in Basic Services)

2) Iowa Department of Natural Resources (IDNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 (Included in Basic Services)

d. *Final Opinion of Probable Cost*: Advise Client of any adjustments to the Opinion of Probable Construction Cost known to Consultant. Provide updated Opinion of Probable Construction Cost to Client, if revisions are necessary.

e. *Review Meeting(s)*: Meet with representatives of the Client to discuss elements of the final design. Consultant will prepare and disperse minutes of the meeting. Anticipated number of meetings during the final design phase is one (1).

f. *Bid Documents Packaging*: Prepare and furnish bidding documents for review by Client, its legal counsel, and other advisors, and assist Client in the preparation of other related documents. Client shall submit to Consultant any comments and instructions for revisions.

1) Revise the bidding documents in accordance with comments and instructions from the Client, as appropriate, and submit final copies of the bidding documents, and any other deliverables to Client after receipt of Client's comments and instructions.

g. *Deliverables*: Deliverables to the Client from the Consultant during the Final Design Phase shall be as follows:

1) Review copies of Final Design Documents (plans and specifications): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size.

2) Final Bid Documents (plans and project manual): Two (2) hard copies and one (1) electronic copy in .pdf format. Drawings shall be in 11" X 17" size. 5 PLANS 2 SPECS

3) Minutes of meeting(s).

3. **Bidding Services**

After acceptance by Client of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, Consultant shall assist Client in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences, if any.

a. *Public Notice*: The Consultant shall assist the Client in preparing the formal Notice of Hearing and Letting. The Client shall be responsible for publication of the Notice of Hearing and Letting. The Consultant shall also prepare and disseminate an informal notice to contractors concerning the upcoming Project.

b. *Distribute Bidding Documents*: The Consultant will post project on QuestCDN bidding site, which is where the planholders list will be maintained. Potential bidders can obtain hard copies of bid documents from Consultant at a cost of $100 per set that will be refundable per Iowa law. Consultant will also post the Notice to Bidders on the Iowa League of Cities Classified website and the MasterBuilders of Iowa website per Iowa law.

c. *Plan Clarification/Addenda*: Answer bidders' questions and as necessary, issue addenda as appropriate to clarify, correct, or change the bidding documents.

d. *Acceptability of Contractor/Subs*: Consult with Client as to the acceptability of contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

e. *Bid Opening/Bid Tabulation/Recommendation of Award*: Attend the Bid opening, prepare Bid tabulation sheets, and assist Client in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

f. *Deliverables*: Deliverables to the Client from the Consultant during the Bidding Phase shall be as follows:

1) Public Notice: One (1) hard copy and one (1) electronic copy in .pdf or .docx format.

2) Addenda, if any: Same number and kind as Bid Documents.

3) Bid tabulation and recommendation of award documents: One (1) hard copy and one (1) electronic copy in .pdf format.

B. Additional Services:

Additional services will be provided by the Consultant upon the request of the Client. These services may include:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.

2. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.

3. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.

4. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

5. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:

a. Environmental Assessment/NEPA Compliance Services

b. Wetland Assessment/Mitigation Services

c. Services associated with obtaining flood plain permitting

d. Geotechnical services

e. Subsurface utility exploration test hole services

C. **Payment:** In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

1. **Compensation for Basic Services – Standard Hourly Rate Not to Exceed Method of Payment**

a. Client shall pay Consultant for Basic Services items A.1 through A.4 as described above, as set forth in Exhibit A-1, excluding Printing and Distribution of Bidding Documents as follows:

Total Not-to-Exceed fee of $216,800.00, based on the Consultant's standard hourly rates and expenses. The anticipated breakdown of the Total Not-to-Exceed Fee for engineering services is as follows:

Preliminary Design	$10,900.00
Final Design	$5,400.00
Bidding Services	$3,400.00
Total Not-to-Exceed Fee	**$19,700.00**

i. Consultant may alter the distribution of compensation between individual phases noted above to be consistent with services actually rendered, but shall not exceed the total Not-to-Exceed fee amount unless approved in writing by the Client

ii. An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.

iii. Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

2. **Compensation for Additional Services – Standard Hourly Rates Method of Payment**

a. Client shall pay Consultant for item B.1 of Additional Services described above, as set forth in Exhibit A-1 as follows:

1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.

2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

t:\sales-marketing\proposals\ankeny municipal utilities\n ankeny blvd - ne 41st st to unity point\agmt-ankeny mu-n ankeny blvd ne 41 st to unity point-dsgnbid.docx

Short Elliott Hendrickson Inc.	**City of Ankeny, Iowa**
By: Katie Kinsey	By:
Katie Kinsey, P.E. (Lic. IA, NE)	
Title: Project Manager	Title:

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars ($500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars ($5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Service
Between City of Ankeny, IA (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated February 7th, 2022

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

t:\sales-marketing\proposals\ankeny municipal utilities\n ankeny blvd - ne 41st st to unity point\exhibit a-1.docx

ATTACHMENT 1

SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate[1]
Principal	$175 - $295
Project Manager	$145 - $260
Senior Project Specialist	$140 - $240
Project Specialist	$105 - $190
Senior Professional Engineer I	$120 - $195
Senior Professional Engineer II	$145 - $245
Professional Engineer	$110 - $180
Graduate Engineer	$90 - $150
Senior Architect	$130 - $230
Architect	$115 - $165
Graduate Architect	$90 - $120
Senior Landscape Architect	$120 - $185
Landscape Architect	$100 - $135
Graduate Landscape Architect	$90 - $110
Senior Scientist	$135 - $185
Scientist	$95 - $150
Graduate Scientist	$85 - $115
Senior Planner	$135 - $230
Planner	$105 - $165
Graduate Planner	$95 - $130
Senior GIS Analyst	$115 - $190
GIS Analyst	$105 - $130
Project Design Leader	$125 - $200
Lead Technician	$110 - $185
Senior Technician	$95 - $150
Technician	$65 - $125
Graphic Designer	$95 - $160
Administrative Professional	$55 - $140

Classification – Field Staff	Billable Rate[1]
Professional Land Surveyor	$115 - $175
Lead Resident Project Representative	$100 - $170
Sr. Project Representative	$95 - $150
Project Representative	$80 - $135
Survey Crew Chief	$90 - $150
Survey Instrument Operator	$60 - $105

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022

SEH
Building a Better World for All of Us®

SHORT ELLIOTT HENDRICKSON INC.

ATTACHMENT 2

SEH SCHEDULE OF EXPENSES – 2022

Vehicle Mileage Rates
Current IRS Rate

Vehicle Allowance Costs
Resident Project Representative $16.00/day
Survey and Field Vehicle ..... $4.50/hour + Current IRS Mileage Rate

Survey Equipment
Robotic Total Station $30.00/hour
Global Positioning System (GPS) $30.00/hour

Computer Equipment
Computer Charges per Direct Hour of Labor $3.00/hour

Other Equipment Expenses
SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; and many others. Our equipment is frequently upgraded to utilize current technology. You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

IDENTIFIABLE REPRODUCTION AND REPROGRAPHIC COSTS [1][2]

Item		8½x11	11x17	Large Format	Per Item
Black/White Copy [3]		0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy [3]		0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar				5.00	
CD Copy					3.00
Lamination		2.00	3.50	3.50/sq. ft.	
Laminated Foamcore - up to 30"x42" - larger than 40"x60"				 40.00 75.00	
3-Ring Binder	*size* *cost*	1" 3.20	2" 4.80	3" 5.60	4" 7.24
Machine Folding					0.02
Binding - wire - comb					 3.60 3.20
Covers - custom - blank					 0.15 0.03
Tabs (white)					0.20
Mailing/Processing					UPS or USPS rates

(1) prices include operator time
(2) prices denote single-sided printing
(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.

SEH

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $28,500,000 General Obligation Bonds

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $28,500,000 General Obligation Bonds (for essential corporate purposes) are being proposed to fund the 2022 Capital Improvement Program and refund the General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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 $28,500,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for essential corporate purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 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 $28,500,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), 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 FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $28,500,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), 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 $28,500,000, 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 21st day of February, 2022, for the purpose of taking action on the matter of the issuance of not to exceed $28,500,000 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; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

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:

(To be published on or before: February 8, 2022)

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 $28,500,000 GENERAL OBLIGATION BONDS OF THE CITY (FOR ESSENTIAL CORPORATE 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 21st day of February, 2022, 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 $28,500,000 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; the acquisition, installation, and repair of sidewalks and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, fixtures and improvements, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the deepening, widening, alteration, change, diversion, or other improvement of watercourses, within or without the city limits, the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the establishment, improvement, and widening of streets, avenues, boulevards, and alleys across and adjacent to the project, as well as the development and beautification of the banks and other areas adjacent to flood control improvements, and for the collection and disposal of surface waters and streams; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks, including trails; and the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the city, including General Obligation Refunding Bonds, Series 2014A and General Obligation Bonds, Series 2014B.

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 7th day of February, 2022.

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

(End of Notice)

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline ??

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $7,600,000 General Obligation Urban Renewal Bonds

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $7,600,000 General Obligation Urban Renewal Bonds (for essential corporate urban renewal purposes) are being proposed to fund the urban renewal projects in the 2022 Capital Improvement Program. This includes the NE 36th Street Reconstruction - Interstate 35 to NE Four Mile Drive in the Northeast Ankeny Urban Renewal Area and the West 1st Street Widening and Improvements - Phase 1 and Uptown Parking Improvements projects in the 1991 City of Ankeny Urban Renewal Area.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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 $7,600,000 General Obligation Urban Renewal Bonds of the City of Ankeny, State of Iowa (for essential corporate urban renewal purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 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 $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", 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 FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

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, by Resolution No. 2010-287, adopted October 18, 2010, 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 Northeast Ankeny Urban Renewal Plan (the "NE Plan") for the Northeast Ankeny Urban Renewal Area (the "NE Area"), which plan is on file in the office of the Recorder of Polk County, Iowa; and

WHEREAS, by Resolution No. 2021-375, adopted October 4, 2021, this Council approved and adopted Amendment No. 1 to the NE Plan, which Amendment confirmed and/or added urban renewal projects proposed to be undertaken within the NE Area; 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 $7,600,000, as authorized by Sections 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate 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 21st day of February, 2022, for the purpose of taking action on the matter of the issuance of not to exceed $7,600,000 General Obligation Urban Renewal Bonds, for essential corporate 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 Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements.

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:

(To be published on or before: February 8, 2022)

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 $7,600,000 GENERAL OBLIGATION URBAN RENEWAL BONDS OF THE CITY (FOR ESSENTIAL CORPORATE 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 21st day of February, 2022, 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 $7,600,000 General Obligation Urban Renewal Bonds, for essential corporate 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 Northeast Ankeny Urban Renewal Area, as amended, including NE 36th Street Reconstruction – Interstate 35 to NE Four Mile Drive, and the Urban Renewal Plan for the 1991 City of Ankeny Urban Renewal Area, as amended, including West 1st Street Widening and Improvements – Phase 1 and Uptown Parking Improvements.

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 Sections 384.24(3)(q), 384.25 and 403.12 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 7th day of February, 2022.

_____

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $400,000 General Obligation Bonds

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $400,000 General Obligation Bonds (for general corporate purposes) are being proposed to fund the Annual Park Development Program in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing a date for a meeting on the proposition of the issuance of not to exceed $400,000 General Obligation Bonds of the City of Ankeny, State of Iowa (for general corporate purposes), and providing for publication of notice thereof (date of hrg: 2/21/22 @ 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 $400,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), 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 FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $400,000 GENERAL OBLIGATION BONDS OF THE CITY OF ANKENY, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), 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 $400,000, 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 21st day of February, 2022, for the purpose of taking action on the matter of the issuance of not to exceed $400,000 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, including at the new Bellagio Park 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:

(To be published on or before: February 8, 2022)

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 $400,000 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE 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 21st day of February, 2022, 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 $400,000 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, including at the new Bellagio Park.

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 7th day of February, 2022.

_____

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

(End of Notice)

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $3,000,000 Water Revenue Capital Loan Notes

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $3,000,000 Water Revenue Capital Loan Notes are being proposed to fund the construction of the High Trestle Trail Transmission Main - Phase 1 project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $3,000,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 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 AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $3,000,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $3,000,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed $3,000,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to

issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 21st day of February, 2022, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $3,000,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 1 Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 8, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $3,000,000 WATER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 21st day of February, 2022, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $3,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 1 Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of February, 2022.

_____

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

(End of Notice)

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $235,000 Water Revenue Capital Loan Notes

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $235,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the South Ankeny Boulevard Transmission Main project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 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 AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed $235,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to

issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 21st day of February, 2022, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $235,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 8, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $235,000 WATER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 21st day of February, 2022, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $235,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the South Ankeny Boulevard Transmission Main Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of February, 2022.

_____

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

(End of Notice)

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: COUNCIL GOAL: ??

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $174,600 Water Revenue Capital Loan Notes

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $174,600 Water Revenue Capital Loan Notes are being proposed to fund the design of the High Trestle Trail Transmission Main - Phase 2 project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $174,600 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 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 AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed $174,600, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to

issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 21st day of February, 2022, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $174,600 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 2 Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 8, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $174,600 WATER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 21st day of February, 2022, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $174,600 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the High Trestle Trail Transmission Main – Phase 2 Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of February, 2022.

_____

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

(End of Notice)

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk

??

ANKENY CITY COUNCIL

City Council Agenda

February 7, 2022
5 : 30 PM

Gary Lorenz, Mayor
Mark Holm, Mayor Pro tem

Council Members: Bobbi Bentz, Jeff Perry, Kelly Whiting, Kerry Walter-Ashby

??

Print

?? ORIGINATING DEPARTMENT: ?? COUNCIL GOAL:

City Manager

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Not to Exceed $400,000 Water Revenue Capital Loan Notes

Initiate Proceedings

EXECUTIVE SUMMARY:

The not to exceed $400,000 Water Revenue Capital Loan Notes are being proposed to fund the design of the Northwest Water Tower project in the 2022 Capital Improvement Program.

FISCAL IMPACT: **??Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes of the City of Ankeny, State of Iowa, and providing for publication of notice thereof (date hrg: 2/21/22 @ 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 AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF ANKENY, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ankeny, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, to the amount of not to exceed $400,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to

issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at 5:30 P.M., on the 21st day of February, 2022, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $400,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: February 8, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF ANKENY, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $400,000 WATER REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ankeny, State of Iowa, will hold a public hearing on the 21st day of February, 2022, at 5:30 P.M., in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $400,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Water Utility, including those costs associated with the Northwest Water Tower Project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Water Utility.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ankeny, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 7th day of February, 2022.

_____

City Clerk, City of Ankeny, State of Iowa

Published in the Des Moines Register on the 8th day of February, 2022.

(End of Notice)

PASSED AND APPROVED this 7th day of February, 2022.

Mark E. Holm, Mayor

ATTEST:

Denise L. Hoy, City Clerk