



ANKENY CITY COUNCIL

Regular Meeting

Monday, February 5, 2024

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9PdZ09>

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM:

1. Special Presentation: Catch Des Moines - Greg Edwards

B. APPROVAL OF AGENDA:

1. Approval of the February 5, 2024 Agenda

Action# B1-1. Consider motion to approve and accept the February 5, 2024 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2024-03 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, from the current R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

Action# C1-1. Consider motion to close Public Hearing 2024-03.

2. PH 2024-04 Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A').

Action# C2-1. Consider motion to close Public Hearing 2024-04.

3. PH 2024-05 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A).

Action# C3-1. Consider motion to close Public Hearing 2024-05.

4. PH 2024-06 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope Kimberley, LLC from R-1 One Family Residence District to R-3, Multiple Family Residence District (Rezoning Area B).

Action# C4-1. Consider motion to close Public Hearing 2024-06.

5. PH 2024-07 Proposed Permanent Electrical Easement - NW Water Tower

Action# C5-1. Consider motion to close Public Hearing 2024-07.

6. PH 2024-08 Proposed SW Oralabor Road and SW Edgewood Lane Intersection Improvements

Action# C6-1. Consider motion to close Public Hearing 2024-08.

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 16, 2024, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of January 3, 2024.

CA - 3 Receive and file minutes of the Library Board of Trustee meeting of November 16, 2023.

- **Licenses and Permits**

CA - 4 Consider motion to approve tobacco/nicotine/vapor permits in the City of Ankeny.

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

- **Finance/Budget**

CA - 6 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$528,787.00 with HDR Engineering, Inc. (HDR), for construction services on the NW Elevated Water Storage Tank Project.

CA - 7 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$43,500.00 with Snyder & Associates, Inc. for construction engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

CA - 8 Consider motion to approve Payment #1 in the amount of \$7,175.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.

CA - 9 Consider motion to approve Payment #21 in the amount of \$9,290.74 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

CA - 10 Consider motion to approve Payment #4 in the amount of \$1,909.04 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

CA - 11 Consider motion to approve Payment #10 in the amount of \$32,300.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

CA - 12 Consider motion to approve Payment #14 in the amount of \$35,957.25 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

CA - 13 Consider motion to approve Payment #26 in the amount of \$57,869.50 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

CA - 14 Consider motion to approve Payment #10 in the amount of \$16,697.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

CA - 15 Consider motion to approve Payment #5 in the amount of \$12,672.03 to Kirkham

Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

- CA - 16** Consider motion to approve Payment #20 in the amount of \$11,790.00 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 17** Consider motion to approve Payment #2 in the amount of \$14,000.00 to Romtech Companies, for construction services on the restroom facility at the Rally Complex.
- CA - 18** Consider motion to approve Payment #37 in the amount of \$442.70 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 19** Consider motion to approve Payment #18 in the amount of \$7,066.00 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 20** Consider motion to approve Payment #35 in the amount of \$5,319.77 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 21** Consider motion to approve Payment #4 in the amount of \$74,484.90 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.
- CA - 22** Consider motion to approve Payment #30 in the amount of \$8,450.07 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 23** Consider motion to approve Payment #9 in the amount of \$63,574.18 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 24** Consider motion to approve Payment #10 in the amount of \$1,426.40 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
- CA - 25** Consider motion to approve Payment #9 in the amount of \$4,450.75 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.
- CA - 26** Consider motion to approve Payment #33 in the amount of \$1,089.00 to Strand, for engineering services on the Ankeny ASR project.
- CA - 27** Consider motion to approve Payment #9 in the amount of \$3,500.00 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
- CA - 28** Consider motion to approve the February 5, 2024 Accounts Payable.
- CA - 29** Consider motion to adopt **RESOLUTION** authorizing the purchase of a one-ton, four-wheel drive pickup truck for the Public Works Department (replace existing truck #274).

- **Engineering Items**

- CA - 30** Consider motion to adopt a **RESOLUTION** authorizing the execution of an agreement with Iowa Department of Transportation for DOT-Initiated Detour of Primary Highways onto Local Roads for the Iowa DOT's U.S. 69 Bridge Replacement - PPCB Project.

- **Capital Improvement Projects**

- CA - 31** Consider motion to adopt **RESOLUTION** ordering construction on the SW Magazine Road & SW State Street Intersection Improvements - West Leg Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/27/24 @ 10:30 A.M. / date of hrg: 3/4/24 @ 5:30 P.M.)
- CA - 32** Consider motion to adopt **RESOLUTION** ordering construction on the Magazine Ground Storage Reservoir Rehabilitation project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/27/24 @ 10:30 A.M. / date of hrg: 3/4/24 @ 5:30 P.M.)
- CA - 33** Consider motion to adopt **RESOLUTION** ordering construction on the 2024 PCC Pavement Preservation Program - SE Shurfine Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/27/24 @ 10:30 A.M. / date of hrg: 3/4/24 @ 5:30 P.M.)
- CA - 34** Consider motion to adopt **RESOLUTION** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NW 36th Street and NW Weigel Drive HMA Resurfacing Project.

- **Administrative Items**

- CA - 35** Consider motion to approve K-9 purchase agreement for the sale of retired K-9 Officer Bosco, and authorize the Mayor to sign purchase agreement.
- CA - 36** Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's Facilities Zone, between the City of Ankeny and Sustainable Sites Snow and Maintenance.
- CA - 37** Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's North Zones, between the City of Ankeny and A Cut Above.
- CA - 38** Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's South Zones, between the City of Ankeny and ADA Mowing.
- CA - 39** Consider a motion to adopt **RESOLUTION** approving exclusive beverage contract between the City of Ankeny, Iowa and Atlantic Bottling Company.
- CA - 40** Consider motion authorizing the Mayor to sign a letter of support for a grant application by Kwik Star, Inc. for improvements through the National Electric Vehicle Infrastructure program.
- CA - 41** Consider motion to approve a professional services agreement with Polco to administer the National Community Survey, also known as the "Citizen Survey".

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-41

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-41.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Boards/Commissions Appointments:**

1. Park Board Craig Robinson, Ankeny, Iowa - term effective 2/05/2024 - 12/31/2024

Action# H1-1. Consider motion to approve the appointment of Craig Robinson to the Park Board, effective 2/05/2024 through 12/31/2024.

- **Approval of Ordinances:**

1. Ord 2161 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust. (PH 2024-03)

Action# H1-1. Consider motion to accept first consideration of ORDINANCE 2161.

2. Ord 2162 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A) (PH 2024-05).

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2162.

3. Ord 2163 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B) (PH 2024-06).

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2163.

4. Ord 2164 An Ordinance amending Chapter 66 Load and Weight Restrictions of the Municipal Code of the City of Ankeny, Iowa, by amending Section 66.05 Truck Routes.

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2164.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Request for barbed wire fencing - Old Dominion Freight Line West PUD.

Action# J1-1. Consider motion to approve/deny the request for barbed wire fencing at the Old Dominion Freight Line West site.

2. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to High Density Residential use classification (LUPA 'A') (PH 2024-04).

Action# J2-1. Consider motion to adopt RESOLUTION approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density Residential to High Density Residential (LUPA 'A').

3. Proposed Permanent Electrical Easement - NW Water Tower (PH 2024-07)

Action# J3-1.

Consider motion to adopt RESOLUTION granting permanent electrical easement to MidAmerican Energy Company to provide electrical service to the Northwest Elevated Water Storage Tank and for Mayor to execute said easement.

4. Proposed SW Oralabor Road & SW Edgewood Lane Intersection Improvements (PH 2024-08)

Action# J4-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$220,297.50; 2) receive and file report of bids received January 30, 2024; 3) adopt RESOLUTION making award of construction contract with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$197,837.00; and 4) adopt RESOLUTION approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$197,837.00.

5. Proposed SW Walnut Street and SW Ordinance Road Water Main Professional Services Agreement with MSA Professional Services, Inc.

Action# J5-1. Consider motion to approve the Professional Services Agreement with MSA Professional Services, Inc., for the design engineering and bidding phase services on the SW Walnut Street and SW Ordinance Road Water Main Project in an amount not to exceed \$210,000.00 and the Mayor to execute said agreement.

6. Proposed 2024 State Legislative Priorities

Action# J6-1. Consider motion to adopt RESOLUTION establishing the City of Ankeny's 2024 State Legislative Priorities.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- *Budget Workshop - Operating Funds - 2/12/24 @ 5:30p.m.*
- *Public Hearing - NW 36th St & NW Weigel Dr HMA Resurfacing - 2/19/24 @ 5:30 p.m.*
- *Public Hearing - SE 3rd St Utility Improvements - Phase 2 - 2/19/24 @ 5:30 p.m.*
- *Public Hearing - Ankeny Fire Station No. 4 - 2/19/24 @ 5:30 p.m.*
- *Budget Workshop - Hotel/Motel and Enterprise Funds - 2/26/24 @ 5:30p.m.*
- *Public Hearing - SW Magazine Road & SW State Street Intersection Improvements -*

West Leg Rehabilitation - 3/4/24 @ 5:30 p.m.

- ***Public Hearing - Magazine Ground Storage Reservoir Rehabilitation - 3/4/24 @ 5:30 p.m.***
- ***Public Hearing - 2024 PCC Pavement Preservation Program - SE Shurfine Drive - 3/4/24 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Special Presentation: Catch Des Moines - Greg Edwards

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the February 5, 2024 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the February 5, 2024 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2024-03: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, from the current R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

EXECUTIVE SUMMARY:

The area subject to the proposed rezoning consists of three parcels totaling approximately 22.03 acres (+/-) located near the SE Corporate Woods Drive and SE Four Mile Drive intersection. The parcels subject to the rezoning have three different zoning classifications for each property; R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District. The project area is surrounded by properties that are zoned R-1 to the northwest & southeast, M-1 to the north, and PUD to the west and south. The Ankeny Plan 2040 Comprehensive plan, *Figure 12.10, Future Land Use Map* identifies the project area as being suitable for Light Industrial development.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on January 3, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on December 19, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-03.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2024-03

5:30 P.M.

FEBRUARY 5, 2023

**PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY BEASLEY FARMS, INC.,
STEPHEN L. BANNING TRUST, AND BETTYE J BANNING TRUST**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2161 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Beasley Farms Inc., Stephen L. Banning Trust, and Bettye J Banning Trust.

FROM: its current R-1, One-Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District designations

TO: PUD, Planned Unit Development

Layman's Description – approximately 21.04 acres (+/-) of land located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile Drive.

Notice of this hearing was published in the Des Moines Register on the 26th day of January, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2024-03.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY BEASLEY FARMS INC., STEPHEN L BANNING TRUST, AND BETTYE J BANNING TRUST

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, be rezoned from the current R-1, One, Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District designations, to PUD, Planned Unit Development; and,

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., including all of Parcel A of that Plat of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°(degrees) 02'(minutes) 30"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southwest corner of said Parcel A; thence South 00°01'32" West, 156.75 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 9739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southwest corner of Parcel G in the Southeast Quarter of said Section 6 per that Plat of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°57'41" East, 904.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel G; thence North 08°28'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°56'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

LAYMAN'S DESCRIPTION:

Approximately 21.04 acres (+/-) of land located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile 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 Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, from the current R-1, One-Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, an M-1, Light Industrial District, to PUD, Planned Unit Development.

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 4th, day of March, 2024.

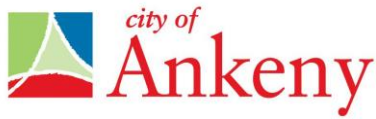
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

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



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 19, 2023

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

CALL TO ORDER

Chair Ted Rapp called the December 19, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the December 19, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

Chair T.Rapp opened the public hearing.

Item #2. Request to rezone property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development

Staff Report: B.Morrissey reported that Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust are requesting to rezone property from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of three parcels totaling approximately 22.03 acres located near the SE Corporate Woods Drive and SE Four Mile Drive intersection. He presented the current zoning map and the future land use map for this area. He shared that a PUD book was included with this request that outlines bulk regulations, project exhibits, supporting evidence, flood maps, and traffic projections for the project site. B.Morrissey stated that this request is intended to be an extension of the existing Old Dominion site on SE Four Mile Drive. He commented that the Old Dominion Freight Line West PUD Book is intended to mimic, and is formatted, in a similar fashion to the PUD Book that was approved with the original Old Dominion rezoning in 2011. B.Morrissey stated that the main purpose for this rezoning is to allow Old Dominion to expand their parking and storage operations in the area. In the proposed PUD Book, is a request to install an 8' chain link fence with barbed wire for security and federal regulation purposes. He noted that barbed wire fences typically require Council approval; however, it was allowed with the original Old Dominion PUD with the condition that a type "C" screen be installed around the perimeter to screen the barbed wire and other features from public view. The same barbed wire and screening features are being proposed by the applicant with this PUD as well. He said that the applicant has submitted the required rezoning petitions and all legal notifications were met. Staff will present a complete staff report and recommendation at the next Plan and Zoning Commission.

Doug Saltsgaver, President, Engineering Resource Group, Inc., 2413 Grand Avenue, Des Moines said staff did an excellent job explaining the request to rezone. He noted that this proposed lot will be a "relay lot" which means it will be used by Old Dominion truck drivers so they can drop loaded trailers off in the lot for another driver who can pick up and finish hauling the product on to its destination. This allows long-haul loads, west coast to east coast, to be hauled by multiple drivers so the truck drivers are able to be home more often. He commented that it is temporary trailer storage and there will not be any buildings on the site.

Eric Neddermeyer, 7180 SE Four Mile Drive, stated that he is not for or against the rezoning, but his property does abut the subject property to be rezoned. He asked that he be informed if plans for the property change or there is ever a decision to place a building on the property. He also asked for a copy of the PUD book, which was provided to him at the meeting.

Motion by G.Hunter to close the public hearing, and receive and file documents. Second by T.Flack. All voted aye. Motion carried 7- 0.

Meeting Minutes Plan & Zoning Commission Meeting

Wednesday, January 3, 2024
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair Ted Rapp called the January 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the January 3, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

BUSINESS ITEMS

Item #2. Request to rezone property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development

Staff Report: B.Morrissey reported that Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust are requesting to rezone property from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of three parcels totaling approximately 22.03 acres located near the SE Corporate Woods Drive and SE Four Mile Drive intersection. He presented the current zoning map and the future land use map for this area. He shared that a PUD book was included with this request that outlines bulk regulations, project exhibits, supporting evidence, flood maps, and traffic projections. B.Morrissey said the PUD is intended to be an extension of the existing Old Dominion site on SE Four Mile Drive. He commented the main purpose for this rezoning is to allow Old Dominion to expand their parking and storage operations in the area. In the PUD Book, it is proposed that an 8' chain link fence be installed with barbed wire for security and federal regulation purposes. He noted that barbed wire fences typically require Council approval; however, it was allowed with the original Old Dominion PUD with the condition that a type "C" screen be installed around the perimeter. There was one individual from the public who spoke at the public hearing who asked to be notified if there are ever any changes made to the area. B.Morrissey informed the Commission because this is a PUD, if there were proposed changes to the site that are not allowed within the PUD book, the request would have to come back before the Plan and Zoning Commission and public notification is required. Staff's recommendation is for the Plan and Zoning Commission recommend City Council approval of the request by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust to rezone property from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented a District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

Joe Paragano, Hoyt + Berenyi, LLC, 645 Meeting Street, Charleston, SC representing Old Dominion Freightline and ERG, Inc. said he would answer any questions the Commission may have. There were no questions.

Motion by R.Weisheit to recommend City Council approval of the request by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust to rezone property from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented a District, and M-1, Light Industrial District, to PUD, Planned Unit Development. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Agenda Item: Old Dominion Freight Line West – Action
Report Date: December 28, 2023
Prepared By: Bryan Morrissey *ESC*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust to rezone property from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

Project Report

The applicants, Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust are requesting to rezone property from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

The area subject to the proposed rezoning consists of three parcels totaling approximately 22.03 acres (+/-) located near the SE Corporate Woods Drive and SE Four Mile Drive intersection. The parcels subject to the rezoning have three different zoning classifications for each property; R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District. The project area is surrounded by properties that are zoned R-1 to the northwest & southeast, M-1 to the north, and PUD to the west and south. The Ankeny Plan 2040 Comprehensive plan, *Figure 12.10, Future Land Use Map* identifies the project area as being suitable for Light Industrial development.

The applicant is proposing that the project area be rezoned from their current zoning classifications (R-1, C-2, M-1) to PUD, Planned Unit Development. As is standard for PUD rezonings, a PUD book is included with this request that outlines bulk regulations, project exhibits, supporting evidence, flood maps, and traffic projections for the project site. As this request is intended to be an extension of the existing Old Dominion site on SE Four Mile Drive, the Old Dominion Freight Line West PUD Book is intended to mimic and is formatted in a similar fashion to the PUD Book that was approved with the original Old Dominion rezoning in 2011. The primary feature of this request is to allow Old Dominion to expand their parking and storage for operations in the area. Included in the PUD Book is a request to install an 8' chain link fence with barbed wire for security and federal regulation purposes. Barbed wire fences typically require Council approval; however, it was allowed with the original Old Dominion PUD with the condition that a type "C" screen be installed around the perimeter to screen the barbed wire (and other features) from public view. The same barbed wire and screening features are being proposed by the applicant with this PUD as well. Other features within the PUD Book include the following:

- Bulk Regulations
 - Old Dominion Freight Line relay park lot as the primary use
 - Subject parcels to be combined
 - M-1 zoning regulations for features not in the PUD Book
- Master Plan
 - Area for trailer parking
 - Storm water detention area
 - Utility connections

- Screening
 - Access drive(s)
- Supporting Evidence
 - Existing site conditions

The applicant has submitted rezoning petitions consisting of 78.78% of the land within 250' of the project area. The submitted petitions exceed the 60% requirement for the surrounding properties within 250' of the rezoning area. Additionally, the applicant has submitted the required rezoning applications for the property owners, consisting of 100% of the land subject to the rezoning.

Notifications of the public hearing were mailed to the surrounding property owners within 250' on December 6, 2023; and a legal notice was published in the Des Moines Register on December 8, 2023. The City of Ankeny's Zoning Ordinance requires that the applicant post public notification signage on the property to inform the public of the proposed rezoning, as well as the time and place of the public hearing. The applicant posted the on-site signage on Monday, December 11, 2023, providing the required seven days of notification for the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on December 19, 2023. A complete recap of the public hearing can be found in the minutes for the December 19, 2023 Plan and Zoning Commission meeting. The following questions and comments were presented during the public hearing:

Future Public Notification

A member of the public inquired about being notified should plans for the property change or if a structure were to be constructed on the site in the future. Typically, neighboring property owners are not notified if a site plan goes before the Commission for approval; however, since the proposed rezoning is for a PUD with a specific use and general layout in mind, if the applicant were to propose a site plan that deviated enough from the PUD Book, an amendment would be required. In the case of a PUD amendment, public notification similar to what was required for this rezoning request would be required once again. An amendment would likely not be required for minor/accessory structures that are related to the proposed use in the PUD Book.

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 W. First Street
Ankeny, Iowa 50023

RE: OLD DOMINION FREIGHT LINE PUD
PART OF THE SE 1/4 OF SECTION 6, T79N, R23W

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Seth Collins of Old Dominion Freight Line, as owner and developer,
we respectfully submit the attached Petition for Rezoning.

This rezoning is for a Planned Unit Development on approximately 23.03 acres in southeast Ankeny in an area that is currently zoned R-1. We are requesting that the properties zoned C-1, M-1 and R-1 be modified to PUD.

Attached is a copy of the petition, the rezoning map, PUD Master Plan and associated information. Please contact our office directly should you have any questions.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.


Doug Saltzgaver, P.E.
President

PROPERTY DESCRIPTION

The SE 1/4 of the SE 1/4 of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa, subject to legally established highways.

EXCEPTING THEREFROM any part of the above-described property that is contained in the following 7 described parcels:

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
2. Parcel A of Plat of Survey recorded March 18, 1996, in Book 7359, Page 636.
3. Property conveyed from Beasley Farms, Inc., to Polk County Aviation Authority, in Warranty Deed dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 236.
4. Property conveyed from Beasley Farms, Inc., to Knapp-Elwell, L.C., an Iowa limited liability company, dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 239.
5. Property conveyed in Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Warranty Deed dated March 17, 2003, recorded April 7, 2003, in Book 9739, Page 126.
6. Parcel 2021-126 of Plat of Survey recorded August 23, 2021, in Book 18711, Page 953.
7. Property conveyed in Amended and Re-recorded Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Amended and Re-recorded Warranty Deed dated March 17, 2003, recorded April 11, 2006, in Book 11603, Page 213.

And

The North 334.38 feet of the South 540.54 feet of the East 316.23 feet of the Southeast Quarter (SE 1/4) of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa.

ALSO DESCRIBED AS:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., including all of Parcel A of that Plat of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

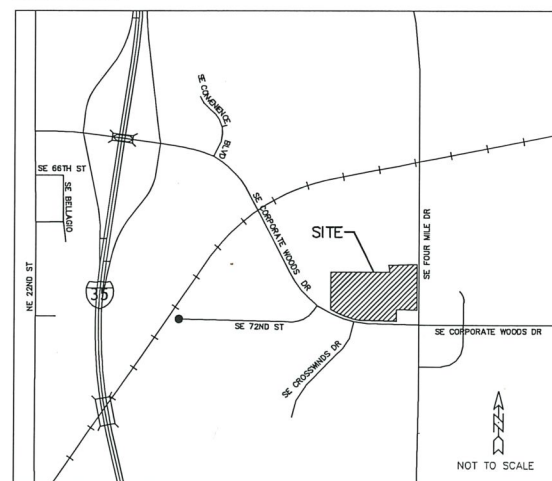
Commencing at the Southeast corner of said Section 6; thence North 00°(degrees) 02'(minutes) 30"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southwest corner of said Parcel A; thence South 00°01'32" West, 156.75 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 9739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southwest corner of Parcel G in the Southeast Quarter of said Section 6 per that Plat of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°57'41" East, 904.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel G; thence North 08°28'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°56'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

LAND AREAS

GROSS	959,860 SF	(22.03 AC)
ROAD EASEMENT	43,352 SF	(0.99 AC)
NET	916,508 SF	(21.04 AC)

VICINITY MAP



PREPARED FOR

HOYT+BERENYI
346 SEACOAST PARKWAY, SUITE 200
MOUNT PLEASANT, SC 29464

KYLE HOYT
(843) 531-5336

RECORD TITLEHOLDERS

TRACT A
BEASLEY FARMS, INC.
1756 S. 40TH COURT
WEST DES MOINES, IA 50265

TRUSTEE WARRANTY DEED: BK 8626, PG 335

TRACT B
STEPHEN L. BANNING AND BETTYE J. BANNING,
TRUSTEES OF THE STEPHEN L. BANNING TRUST
AND THE BETTYE J. BANNING TRUST
7140 SE FOUR MILE DRIVE
ANKENY, IA 50021

WARRANTY DEED: BK 14425, PG 543

EXISTING ZONING: M-1 & C-2
& R-1
PROPOSED ZONING: PUD

LOT 1 OLD DOMINION
FREIGHT LINE PLAT 1
181/00553-070-540
OLD DOMINION FREIGHT LINES INC
(BK 14198, PG 687)

181/00001-001-172
FOUR MILE DISTRIBUTION I, LLC
(BK 18992, PG 336)

LOT 1
FOUR MILE DISTRIBUTION
CENTER PLAT 1
(BK 18981, PG 592)
FORMERLY PARCEL 2021-126
(BK 18711, PG 953)

181/00001-001-128
POLK COUNTY AVIATION AUTHORITY
(BK 8854, PG 236)

PART SE 1/4
SEC. 6-79-23
PARCEL G
(BK 8854, PG 242)

PART SW 1/4 SE 1/4
SEC. 6-79-23
SURVEY
(BK 10640, PG 849)

181/00001-001-135
DEBORAH L. GALLION
(BK 10850, PG 222)

PARCEL A IN
SE 1/4 SEC. 6-79-23
(BK 7359, PG 636)

181/00001-001-131
STEPHEN BANNING TRUST
BETTYE BANNING TRUST
(BK 14425, PG 543)

ZONING: M-1
TRACT A
19.07 ACRES

TRACT B
1.96 ACRES
ZONING: R-1

S. 206.16' OF E. 316.23'
SE 1/4 SEC. 6-79-23

181/00001-001-102
THERESA & ERIC
NEDDERMEYER
(BK 9829, PG 479)

LOT 1
RUAN CROSSWINDS PLAT 1

181/00554-730-001
RUAN TRANSPORT CORP
(BK 17142, PG 407)

ZONING: C-2

LOT 1
CROSSWINDS PLAT 2
(BK 18322, PG 332)

181/00229-320-012
ALLEGRA IOWA LLC
(BK 18658, PG 538)

LOT 1
CROSSWINDS PLAT 3
(BK 18456, PG 1)

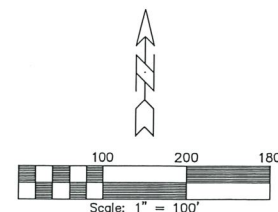
181/00001-002-242
SEALY SE CROSSWINDS DRIVE LLC
(BK 19168, PG 234)

181/00001-002-201
DTK PROPERTIES, LLC
(BK 15893, PG 853)

181/14450-075-009
NEXTERA PROPERTIES LLC
(BK 14295, PG 857)

PART LOT 1
NORTHSTAR POWER PLAT 1

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	January 3, 2024
Ayes	7
Nays	0
Abstain	0
Absent	0
APPROVED	
T. Rapp	Chairperson
Brenda Highways	Secretary



OLD DOMINION - REZONING

ERG
Engineering Resource Group, Inc.
Engineers and Surveyors
1313 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 286-4023

**OLD DOMINION FREIGHT LINE WEST
SE FOUR MILE DRIVE PROPERTY**

ANKENY, IOWA

**Developed for
OLD DOMINION FREIGHT LINE, INC.
22-077**

PUD PLAN

December 2023

ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	January 3, 2024		
Ayes	7	Nays	0
Abstain	—	Absent	0
APPROVED			
T. Repp		Chairperson	
Brenda Highway		Secretary	

TABLE OF CONTENTS

1. REZONING AMENDMENT REQUEST

- iii Project Resubmittal Letter
- iii Petition Cover Letter
- iii Rezoning Map
- iii Petition for Rezoning

2. PUD PLAN EXHIBITS

- iii PUD Master Plan
- iii Drainage Concept Plan

3. BULK REGULATIONS

- iii Bulk Regulations

4. SUPPORTING EVIDENCE

- iii Supporting Evidence Statement
- iii Vicinity Map and Legal Description
- iii Existing Topography/Drainage Areas
- iii FIRM Drawing
- iii Traffic Generation Projections
- iii Water Usage Calculations

1. REZONING AMENDMENT REQUEST

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

Honorable Mayor and City Council
Plan and Zoning Committee
City of Ankeny
410 W. First Street
Ankeny, Iowa. 50023

RE: OLD DOMINION FREIGHT LINE PUD
PART OF THE SE 1/4 OF SEC. 6,
T79N, R23W

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Seth Collins of Old Dominion Freight Line, please find accompanying the revised PUD Master Plan, PUD Booklets 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 plans illustrate a light industrial use development on approximately 22.03 acres.

Please find accompanying the following items:

- \$660.00 PUD Rezoning Fee
- 8 copies of the PUD Booklet

Due to future improvements of SE Four Mile Drive, we request that construction of the sidewalk be waived until such time that improvements are made to convert the existing rural section into the planned urban roadway section. Also, for site security purposes, the developer requests the use of barbed wire on the perimeter fencing for the site, as well as, the potential for electric fencing dependent upon future security concerns of the Developer. If there are additional questions or comments on this project, please contact me at your convenience. Thank You.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.


Doug Saltsgaver, P.E.
President

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 W. First Street
Ankeny, Iowa 50023

RE: OLD DOMINION FREIGHT LINE PUD
PART OF THE SE 1/4 OF SECTION 6, T79N, R23W

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

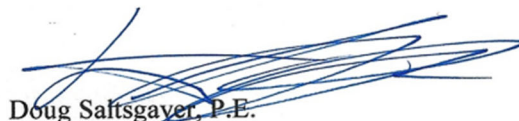
On behalf of Seth Collins of Old Dominion Freight Line, as owner and developer,
we respectfully submit the attached Petition for Rezoning.

This rezoning is for a Planned Unit Development on approximately 23.03 acres in southeast Ankeny in an area that is currently zoned R-1. We are requesting that the properties zoned C-1, M-1 and R-1 be modified to PUD.

Attached is a copy of the petition, the rezoning map, PUD Master Plan and associated information. Please contact our office directly should you have any questions.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.


Doug Saltzgaver, P.E.
President

J:\2022 Proj\22-077\Admin\REQUEST-LETTER.docx

2413 GRAND AVENUE • DES MOINES, IOWA 50312

Old Dominion Freight

Old Dominion Freight Line West PUD

PROPERTY DESCRIPTION

The SE 1/4 of the SE 1/4 of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa, subject to legally established highways.

EXCEPTING THEREFROM any part of the above-described property that is contained in the following 7 described parcels:

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
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And

The North 334.38 feet of the South 540.54 feet of the East 316.23 feet of the Southeast Quarter (SE 1/4) of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa.

ALSO DESCRIBED AS:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23, West of the 5th P.M., including all of Parcel A of that Plot of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

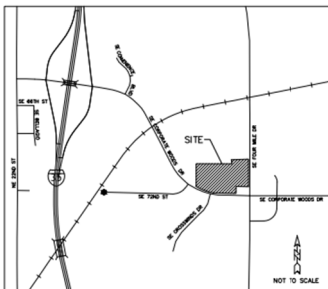
Commencing at the Southeast corner of said Section 6, thence North 00°(degrees) 02'(minutes) 20"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southeast corner of said Parcel A; thence South 00°01'32" West, 156.79 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 8739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence Northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southeast corner of Parcel G in the Southeast Quarter of said Section 6 per that Plot of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°07'41" East, 304.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel 2; thence North 08°25'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°50'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

LAND AREAS

GROSS	959,860 SF	(22.03 AC)
ROAD EASEMENT	43,352 SF	(0.99 AC)
NET	916,508 SF	(21.04 AC)

LOCUNITY MAP



PREPARED FOR

HOYT+BERNARD
346 SEACAST PARKWAY, SUITE 200
MOUNT PLEASANT, SC 29464

KYLE HOYT
(843) 531-5336

RECORD TITLEHOLDERS

TRACT A
BEASLEY FARMS, INC.
1754 S. 40th COURT
WEST DES MOINES, IA 50265
TRUSTEE WARRANTY DEED: BK 8626, PG 335

TRACT B
STEPHEN L. BANNING AND BETTIE J. BANNING,
TRUSTEES OF THE STEPHEN L. BANNING TRUST
AND THE BETTIE J. BANNING TRUST
7140 SE FOUR MILE DRIVE
ANKENY, IA 50021
WARRANTY DEED: BK 14425, PG 543

EXISTING ZONING: M-1 & C-2
& R-1
PROPOSED ZONING: PUD

PART SW 1/4 SE 1/4
SEC. 6-79-23

PARCEL I
(BK 8629, PG 421)
181/00001-001-158
POLK COUNTY AVIATION AUTHORITY
(BK 8874, PG 272)

PART SE 1/4
SEC. 6-79-23

PARCEL G
(BK 8854, PG 242)

181/00001-001-128
POLK COUNTY AVIATION AUTHORITY
(BK 8854, PG 236)

PART SW 1/4 SE 1/4
SEC. 6-79-23
SURVEY
(BK 10640, PG 849)

181/00001-001-135
DEBORAH L. GALLION
(BK 10850, PG 222)

ZONING: M-1

TRACT A
19.07 ACRES

ZONING: C-2

LOT 1
RUAN CROSSWINDS PLAT 1

181/00554-730-001
RUAN TRANSPORT CORP
(BK 17142, PG 407)

S. 206.16' OF E. 316.23'
SE 1/4 SE 1/4 SEC. 6-79-23

181/00001-001-102
THERESA & ERIC
NEDDERMEYER
(BK 9829, PG 479)

LOT 1
CROSSWINDS PLAT 2
(BK 18372, PG 332)

181/00229-320-012
ALLEGRA IOWA LLC
(BK 18658, PG 538)

LOT 1
CROSSWINDS PLAT 3
(BK 18456, PG 1)

181/00001-002-242
SEALY SE CROSSWINDS DRIVE LLC
(BK 19168, PG 234)

181/00001-002-201
DTK PROPERTIES, LLC
(BK 15893, PG 853)

181/14450-075-009
NEXTERA PROPERTIES LLC
(BK 14295, PG 857)

PART LOT 1
NORTHSTAR POWER PLAT 1

181/00391-245-001
PENTA PARTNERS LLC
(BK 15275, PG 386)

181/00391-245-002
PURFOODS LLC
(BK 17581, PG 407)

LOT 1 OLD DOMINION
FREIGHT LINE PLAT 1
181/00553-070-540
OLD DOMINION FREIGHT LINES INC
(BK 14198, PG 687)

LOT 1
FOUR MILE DISTRIBUTION
CENTER PLAT 1
(BK 18981, PG 592)

FORMERLY PARCEL 2021-126
(BK 18711, PG 953)

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

OLD DOMINION - REZONING

ERG
Engineering Resource Group, Inc.
2813 GRAND AVENUE
DES MOINES, IOWA 50319
(515) 281-2819

22-077

Old Dominion Freight Line West PUD

Old Dominion Freight Line, Inc.

SIGNED PETITIONS

REZONING FOR OLD DOMINION FREIGHT						
PROPERTY NO.	OWNER	PETITION RECEIVED (X)	IF YES "1"	250' NOTIFICATION AREA (ACRES)	% OF AREA	Response
1	Old Dominion Freight Line, Inc.	X	1	0.51	1.99%	1.99%
2	Penta Partners LLC	X	1	2.86	11.15%	11.15%
3	Purfoods LLC	X	1	2.72	10.61%	10.61%
4	Nextera Properties LLC			0.28	1.09%	0.00%
5	Eric J/Theresa Neddermeyer			0.92	3.59%	0.00%
6	DTK Properties, LLC	X	1	2.26	8.81%	8.81%
7	Sealy SE Crosswinds Drive LLC			2.26	8.81%	0.00%
8	Allegra Iowa LLC			1.83	7.14%	0.00%
9	Ruan Transport Corp.			0.15	0.59%	0.00%
10	Gallion, Deborah L.	X	1	2.81	10.96%	10.96%
11	Polk County /Aviation Authority	X	1	6.78	26.44%	26.44%
12	Four Mile Distribution I LLC	X	1	<u>2.26</u>	<u>8.81%</u>	<u>8.81%</u>
TOTALS				25.64	100.00%	78.78%
	REQUIRED: 60% OF LAND AREA;					

Property Owner: Polk County/Aviation Authority_____

Address: 3700 SE Convenience Blvd. Ankeny, IA_____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Four Mile Distribution 1, LLC_____

Address: 6910 SE Four Mile Drive, Ankeny, IA_____

Signature: _____ Date: 11/1/2023

Printed Name: Doc Piotrowski, SUP Title: Hubbell Realty Company, Officer
HUBBELL REALTY COMPANY

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Legal Description/Address is provided in the attached "Property Description - ODFL Rezoning" document.

request that said real estate be rezoned from its present classification of C-2 / M-1 / R-1 to PUD for the purpose of allowing the following use(s):

Old Dominion Freight Line Trailer Storage Yard.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from C-2/M-1/R-1 to PUD.

Parcel owner(s) signatures

Beasley Farms, Inc. Stephen T. Beasley
(TRACT A, Owner Name)

Stephen T. Beasley
(TRACT A, Signature)

(TRACT B, Owner Name)

(TRACT B, Signature)

Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: [Signature]

Date: 10/31/23

Printed Name: C.E. OVERBEY, JR.

Title: SR VP - STRATEGIC DEVELOPMENT

Property Owner: Penta Partners LLC

Address: 7075 SE Four Mile Drive, Ankeny

Signature: _____

Date: _____

Printed Name: _____

Title: _____

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Legal Description/Address is provided in the attached "Property Description - ODFL Rezoning" document.

request that said real estate be rezoned from its present classification of C-2 / M-1 / R-1 to PUD for the purpose of allowing the following use(s):

Old Dominion Freight Line Trailer Storage Yard.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from C-2/M-1/R-1 to PUD.

Parcel owner(s) signatures

Beasley Farms, Inc. Stephen T. Beasley
(TRACT A, Owner Name)

Stephen T. Beasley
(TRACT A, Signature)

(TRACT B, Owner Name)

(TRACT B, Signature)

Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Penta Partners LLC

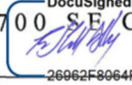
Address: 7075 SE Four Mile Drive, Ankeny

Signature: [Signature] Date: 2003-10-30

Printed Name: THOMAS J. Sisson Title: MANAGER

City of Ankeny

Page 3 of 3

Property Owner: Polk County/Aviation Authority
Address: 3700 SE Convenience Blvd. Ankeny, IA
Signature:  Date: 11/9/23
Printed Name: Todd Ashby Title: Acting Chairperson

Property Owner: Four Mile Distribution 1, LLC
Address: 6910 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Purfoods LLC _____
Address: 3210 SE Corporate Woods Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Nextera Properties LLC _____
Address: 7315 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Eric J./Theresa Neddermeyer _____
Address: 7180 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: DTK Properties, LLC _____
Address: 7460 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Sealy SE Crosswinds Drive LLC _____
Address: 7305 SE Crosswinds Drive, Ankeny _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Allegra Iowa LLC _____
Address: 7310 SE Crosswinds Drive, Ankeny _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Ruan Transport Corp. _____
Address: 2005 SE Corporate Woods Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Deborah L. Gallion _____
Address: 3700 SE Convenience Blvd., Ankeny, IA _____
Signature: Deborah L. Gallion Date: 11-6-23
Printed Name: Deborah L Gallion Title: owner

Property Owner: Purfoods LLC _____

Address: 3210 SE Corporate Woods Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Nextera Properties LLC _____

Address: 7315 SE Four Mile Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Eric J./Theresa Neddermeyer _____

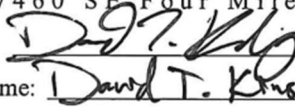
Address: 7180 SE Four Mile Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: DTK Properties, LLC _____

Address: 7460 SE Four Mile Drive, Ankeny, IA _____

Signature:  _____ Date: 10/30/23

Printed Name: David T. Kinsley _____ Title: Owner

Property Owner: Sealy SE Crosswinds Drive LLC _____

Address: 7305 SE Crosswinds Drive, Ankeny _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Allegra Iowa LLC _____

Address: 7310 SE Crosswinds Drive, Ankeny _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Ruan Transport Corp. _____

Address: 2005 SE Corporate Woods Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Deborah L. Gallion _____

Address: 3700 SE Convenience Blvd., Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Old Dominion Freight Line, Inc.

Old Dominion Freight Line West PUD

Property Owner: Purfoods LLC
Address: 3210 SE Corporate Woods Drive, Ankeny, IA
Signature: Emily Kamish Date: 11-2-23
Printed Name: Emily Kamish Title: Director

Property Owner: Nextera Properties LLC
Address: 7315 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Eric J./Theresa Neddermeyer
Address: 7180 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: DTK Properties, LLC
Address: 7460 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Sealy SE Crosswinds Drive LLC
Address: 7305 SE Crosswinds Drive, Ankeny
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Allegra Iowa LLC
Address: 7310 SE Crosswinds Drive, Ankeny
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Ruan Transport Corp.
Address: 2005 SE Corporate Woods Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Deborah L. Gallion
Address: 3700 SE Convenience Blvd., Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

2. PUD PLAN EXHIBITS

3. BULK REGULATIONS

OLD DOMINION FREIGHT LINE PUD BULK REGULATIONS

Light Industrial Use

- This project consists of three existing tax parcels that will be combined via a future Final Plat and developed for Old Dominion Freight Line relay parking lot.
- The provisions of Chapter 192.12, M-1 Light Industrial District Regulations of the City of Ankeny Municipal Code are incorporated as the basis for zoning except where listed as follows.
- The following uses shall be prohibited in the Old Dominion Freight Line development:

Chapter 192.12.1

- I. Circus, carnival or similar transient enterprise; provided, that such structures or buildings shall be at least two hundred feet from any R district.
- J. Coal yard, coke yard or wood yard.
- N. Enameling, lacquering or japanning.
- O. Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
- P. Experimental, film or testing laboratories.
- Q. Livery stable or riding academy.
- X. Sawmill and planing mill including manufacture of wood products not involving chemical treatment.
- Y. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products, except fish and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour; and the rendering or refining of fats and oils.
- Z. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- CC. Vulcanizing, retreading and recapping of tires.

- Area and Size regulations shall be as follows:

Building Setbacks:	
Front Yard:	75 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 the lot, the rear yard requirements need not apply.
Max. Height:	50 Feet
Max. Stories	3 Stories
Min. Fence Setback	50 Feet along street right-of-way
Min. Pavement Setback	60 Feet along street right-of-way, 10 feet on all other locations
- Off-street parking and loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 194.01 of the Zoning Ordinance.
- The parking areas along SE Four Mile Drive shall be screened from public right-of-way by a combination of landscaping and earth berms. These berms shall be a minimum of six (6) feet above the existing grade at the right-of-way and be planted with trees and shrubs to create a Type 'C' screen. This same screen will be used along the southern portion of the east property line that is adjacent to an existing residence.
- Site lighting will be handled by 35' to 40' tall pole mounted lights. Light fixtures will include 1000 watt metal halide fixtures or other fixture types and shall be oriented on-site such that they direct light downward and keep light from encroaching into the right-of-way of SE Four Mile Drive or any neighboring property.
- Typical site fencing will consist of 8' of chain link fencing with 1' of 3-strand barb wire above, facing outwards. The Owner may also add interior electric fencing depending upon final security requirements for the site.

4. SUPPORTING EVIDENCE

OLD DOMINION FREIGHT LINE PUD SUPPORTING EVIDENCE STATEMENT

STORM WATER MANAGEMENT

This development generally drains to the south into an un-named waterway. As part of the site development, private storm sewer and or open ditches will be used to convey drainage to one or more on-site detention basins. The detention basin(s) will be provided as per City requirements as part of the Site Plan approval process. Un-named waterway to the south of the site is a FEMA regulated channel adjacent to this property. The 100-year floodplain is on the south side of the property. (See the attached drainage map and FIRM map.)

SANITARY SEWER

If required, the site will be serviced by an existing 8-inch sanitary sewer main running through the eastern portion of the site. This site is located within the Crosswinds Sanitary Sewer Connection Fee District 1.

WATER MAIN

Water service to this site will be provided by the existing 12-inch main that runs along the east side of SE Four Mile Drive. This site is located with the Crosswinds Water Connection Fee District 1.

FRANCHISE UTILITIES

The electric, telephone, and cable television and other franchise utilities are proposed for installation along the existing roadway within a public utility easement. The gas main will be located in a gas easement adjacent to the right-of-way.

SIGNAGE

All proposed signs will conform to City of Ankeny sign requirements. Details such as sign locations, sizes, materials, etc. will be provided as part of the City's Site Plan approval process.

PUBLIC STREETS

No public streets are proposed with this development. The development of this site will access the existing SE Four Mile Drive (NE 29th Street). SE Four Mile Drive is classified as a minor arterial street and ultimately will be subject to access control provisions. As such, entrance locations to this site will need to match the planned access locations for this roadway.

OPEN SPACE, LANDSCAPING AND PARKING LOT SHADING

Unique features, such as heavy tree cover on the south and a flood plain exists on the perimeter of the site that questions the need for full perimeter screening. The final Site Plan will include calculations for the planting requirements for this site. Due to the potential number of trees required for screening, open space and pavement shading on this site, the Developer will work with Staff during final Site Plan design to develop a landscape plan that meets the intent of the Ordinance.

VICINITY MAP AND LEGAL DESCRIPTION

A map showing the location of the site. The site is a hatched rectangular area located at the intersection of SE Corporate Woods Dr and SE 72nd St. SE Corporate Woods Dr runs diagonally from the top left to the bottom right. SE 72nd St runs horizontally across the middle. SE 66th St runs horizontally at the top. SE 4th Mile Dr runs vertically on the right. SE Crosswinds Dr runs diagonally from the bottom left to the top right. NE 22nd St runs vertically on the far left. A highway labeled 35 runs vertically on the left side. A north arrow is located in the bottom right corner, pointing upwards. The text "NOT TO SCALE" is written below the north arrow.

Property Description – ODFL Rezoning

The SE 1/4 of the SE 1/4 of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa, subject to legally established highways.

EXCEPTING THEREFROM any part of the above-described property that is contained in the following 7 described parcels:

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
2. Parcel A of Plat of Survey recorded March 18, 1996, in Book 7359, Page 636.
3. Property conveyed from Beasley Farms, Inc., to Polk County Aviation Authority, in Warranty Deed dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 236.
4. Property conveyed from Beasley Farms, Inc., to Knapp-Elwell, L.C., an Iowa limited liability company, dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 239.
5. Property conveyed in Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Warranty Deed dated March 17, 2003, recorded April 7, 2003, in Book 9739, Page 126.
6. Parcel 2021-126 of Plat of Survey recorded August 23, 2021, in Book 18711, Page 953.
7. Property conveyed in Amended and Re-recorded Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Amended and Re-recorded Warranty Deed dated March 17, 2003, recorded April 11, 2006, in Book 11603, Page 213.

And

The North 334.38 feet of the South 540.54 feet of the East 316.23 feet of the Southeast Quarter (SE 1/4) of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa.

Also described as:

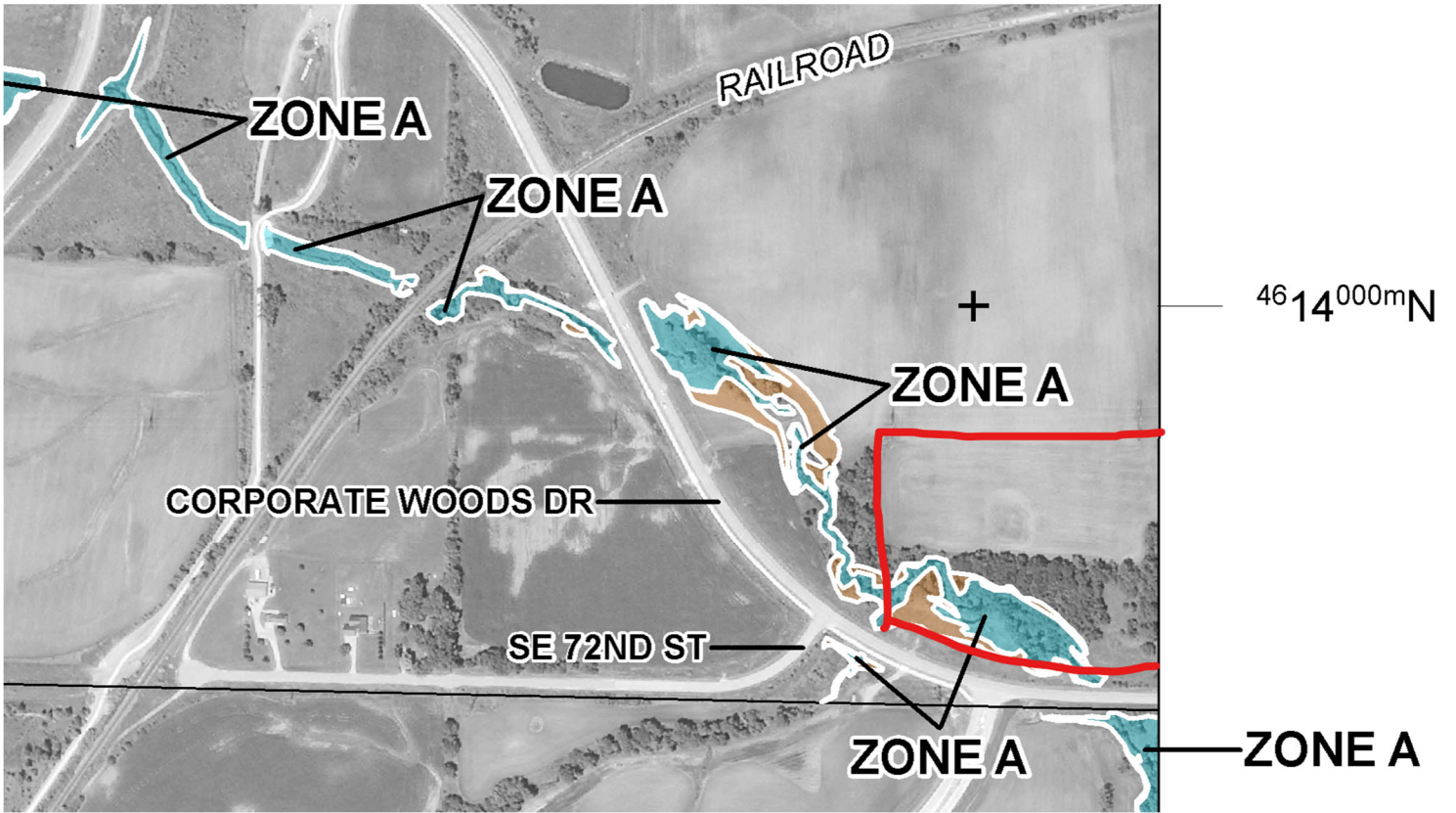
Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., including all of Parcel A of that Plat of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°(degrees) 02'(minutes) 30"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southwest corner of said Parcel A; thence South 00°01'32" West, 156.75 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 9739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southwest corner of Parcel G in the Southeast Quarter of said Section 6 per that Plat of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°57'41" East, 904.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel G; thence North 08°28'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°56'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

EXISTING TOPOGRAGHY / DRAINAGE AREAS

FIRM DRAWING





NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

POLK COUNTY, IOWA
AND INCORPORATED AREAS

PANEL **215** OF **555**



FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
ANKENY, CITY OF	190226	0215	F
DES MOINES, CITY OF	190227	0215	F
POLK COUNTY	190901	0215	F

VERSION NUMBER
2.2.2.1

MAP NUMBER
19153C0215F

EFFECTIVE DATE
FEBRUARY 1, 2019

TRAFFIC GENERATION PROJECTIONS

memo

Kimberley L. Rouse Engineering

To: Leslie Hart
City of Ankeny

From: Kim Rouse
KLR Engineering

CC: Kyle Hoyt – Hoyt+Berenyi
Doug Saltsgaver – ERG Corp

Date: September 16, 2023

Re: Old Dominion Freight Line
Trip Generation and Distribution

As requested by the City of Ankeny, Kimberley L. Rouse Engineering (KLR) has reviewed the trip generation and distribution for the proposed relay lot for Old Dominion Freight Line (ODFL). **Figure 1** shows the site plan.

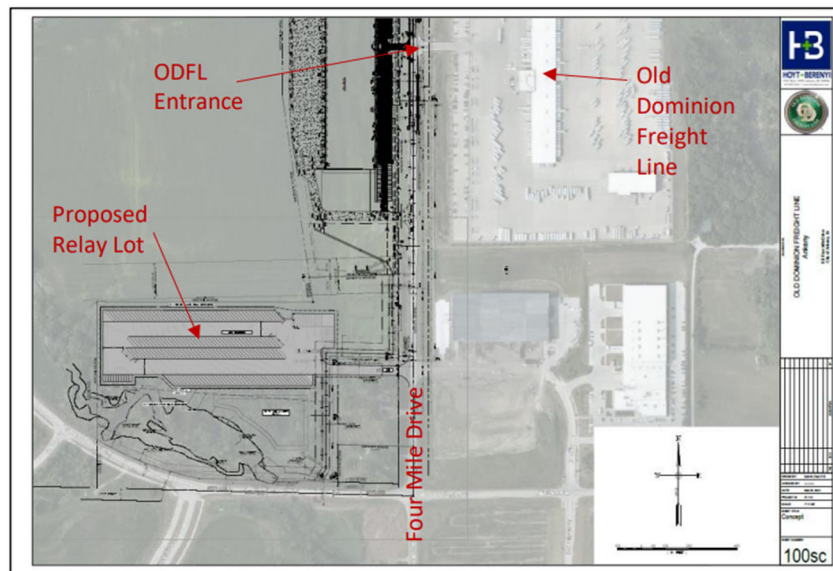


Figure 1 – Site Plan

Trip Generation

Old Dominion Freight Line (ODFL) is proposing a trailer relay lot with 196 parking spaces. A relay lot is an area where trucks can exchange trailers without having to enter the Old Dominion shipping yard. The trips that will be generated by a relay lot are existing trips that would have entered the Old Dominion shipping yard. The majority of the impact of the relay lot on the Four Mile Drive traffic will be from the Old Dominion shipping yard south to the relay lot and vice versa.

ODFL provided daily traffic numbers that would be using the relay lot. Typical daily peak hours of the shipping yard lot are 7:00-10:00 AM and 4:00-6:00 PM, with downtime from 11:00 AM -3:00 PM. The peak hours of the relay lot are anticipated to be midnight to 7:00 AM. After reviewing the shipping numbers provided, it is assumed that approximately 328 trips daily (163 in/165 out) enter ODFL. Approximately 114 trips (57 in/57 out) of those daily trips could potentially use the relay lot. Approximately 95% of the trucks accessing ODFL do so from the south using Corporate Woods Drive.

Traffic counts were taken at the ODFL entrance between the hours of 7:00-9:00 AM and 4:00-6:00 PM.

The **Table 1** shows the existing traffic counts at the ODFL entrance and Four Mile Drive taken on August 9, 2023. **Table 2** shows just the tractor trailers entering/exiting the ODFL existing site.

Table 1 – ODFL Entrance and Four Mile Drive

Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM	0	4	3	0	7	0	2	0	1	0	0	0
7:15 AM	0	9	2	0	9	0	1	0	0	0	0	0
7:30 AM	0	8	5	2	12	0	8	0	1	0	0	0
7:45 AM	0	9	11	0	16	0	2	0	2	0	0	0
8:00 AM	0	10	6	1	15	0	7	0	1	0	0	0
8:15 AM	0	11	7	0	14	0	4	0	1	0	0	0
8:30 AM	0	7	6	2	5	0	6	0	1	0	0	0
8:45 AM	0	9	8	0	11	0	3	0	3	0	0	0
Total	0	67	48	5	89	0	33	0	10	0	0	0
Peak Hour Total	0	38	29	3	57	0	21	0	5	0	0	0
Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
4:00 PM	0	12	2	2	16	0	7	0	1	0	0	0
4:15 PM	0	10	6	1	17	0	2	0	0	0	0	0
4:30 PM	0	30	7	1	20	0	10	0	5	0	0	0
4:45 PM	0	17	4	1	18	0	4	0	3	0	0	0
5:00 PM	0	21	1	0	20	0	5	0	0	0	0	0
5:15 PM	0	19	9	0	24	0	5	0	1	0	0	0
5:30 PM	0	13	7	1	10	0	2	0	2	0	0	0
5:45 PM	0	10	3	0	11	0	1	0	0	0	0	0
Total	0	132	39	6	136	0	36	0	12	0	0	0
Peak Hour Total	0	87	21	2	82	0	24	0	9	0	0	0

Table 2 – ODFL Entrance and Four Mile Drive – Entering/Exiting Tractor Trailers

Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM												
7:15 AM												
7:30 AM			1	1			4					
7:45 AM			5	0			2		1			
8:00 AM			3	0			4		0			
8:15 AM			2	0			2		0			
8:30 AM			0	2			1		0			
8:45 AM			2	0			2		0			
Total	0	0	13	3	0	0	15	0	1	0	0	0
Peak Hour Total	0	0	11	1	0	0	12	0	1	0	0	0

Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
4:00 PM			2	0			3					
4:15 PM			6	1			1					
4:30 PM			4	0			1					
4:45 PM			2	0			2					
5:00 PM			0	0			2					
5:15 PM			4	0			2					
5:30 PM			4	1			1		1			
5:45 PM												
Total	0	0	22	2	0	0	12	0	1	0	0	0
Peak Hour Total	0	0	10	0	0	0	7	0	0	0	0	0

Figures 2 and 3 show the existing AM and PM peak hours of traffic.

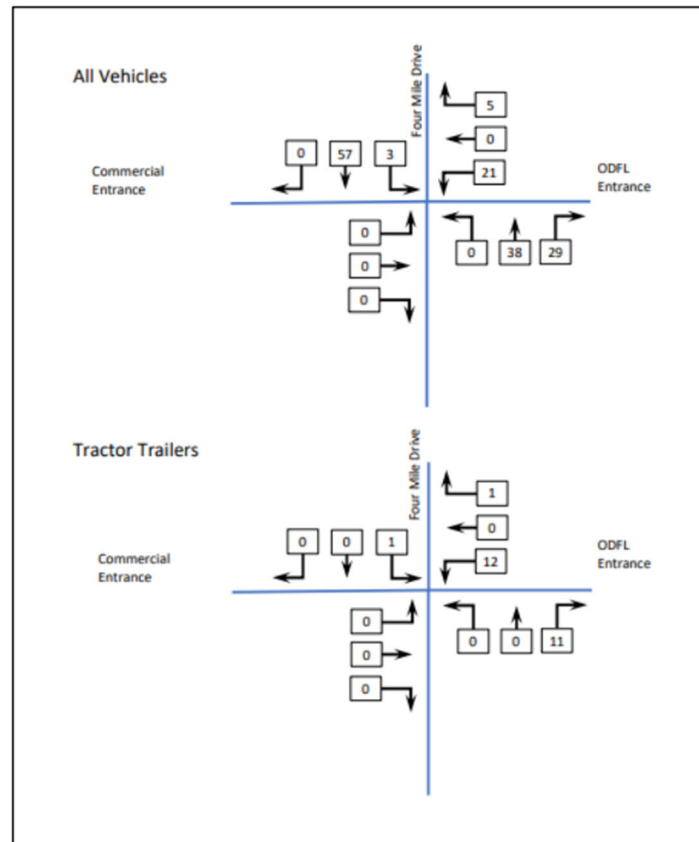


Figure 2 – Existing AM Peak – 7:30-8:30

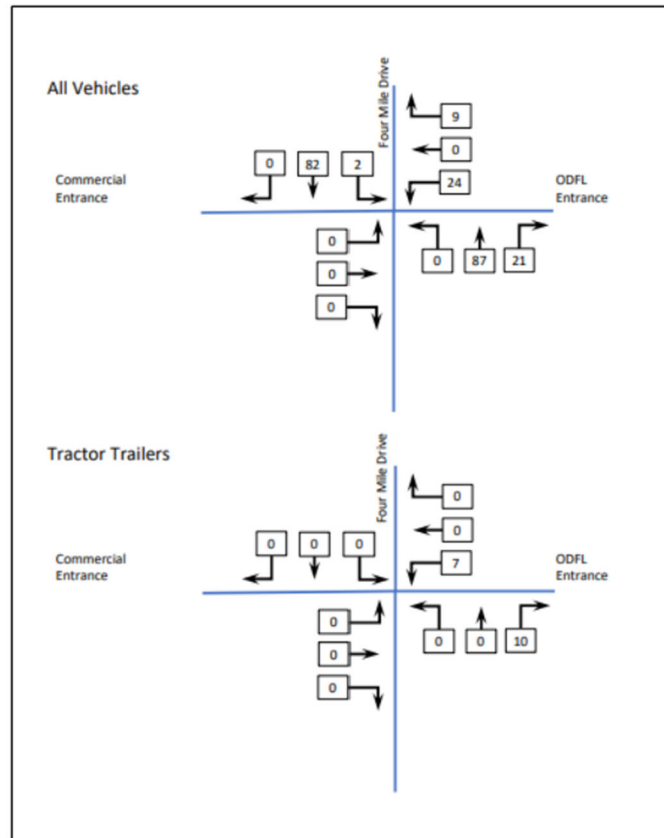


Figure 3 – Existing PM Peak – 4:30-5:30

When redistributing the tractor trailers to use the relay lot, based on empirical trip data provided for the ODFL facility, 65% of the trucks would still use the ODFL site. **Figures 4 and 5** show the redistributed trips for the AM and PM peaks.

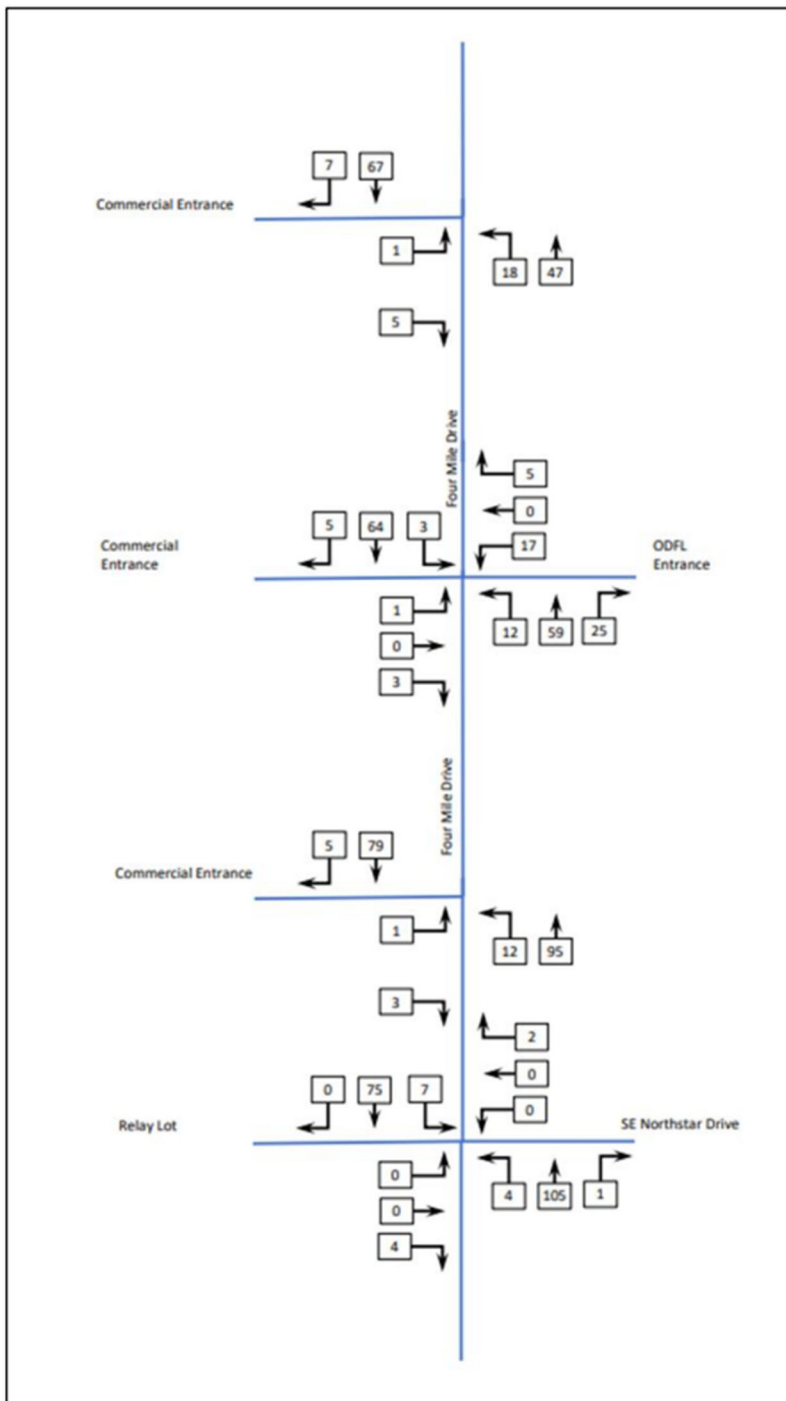


Figure 4 – AM Peak – Existing Counts Redistributed

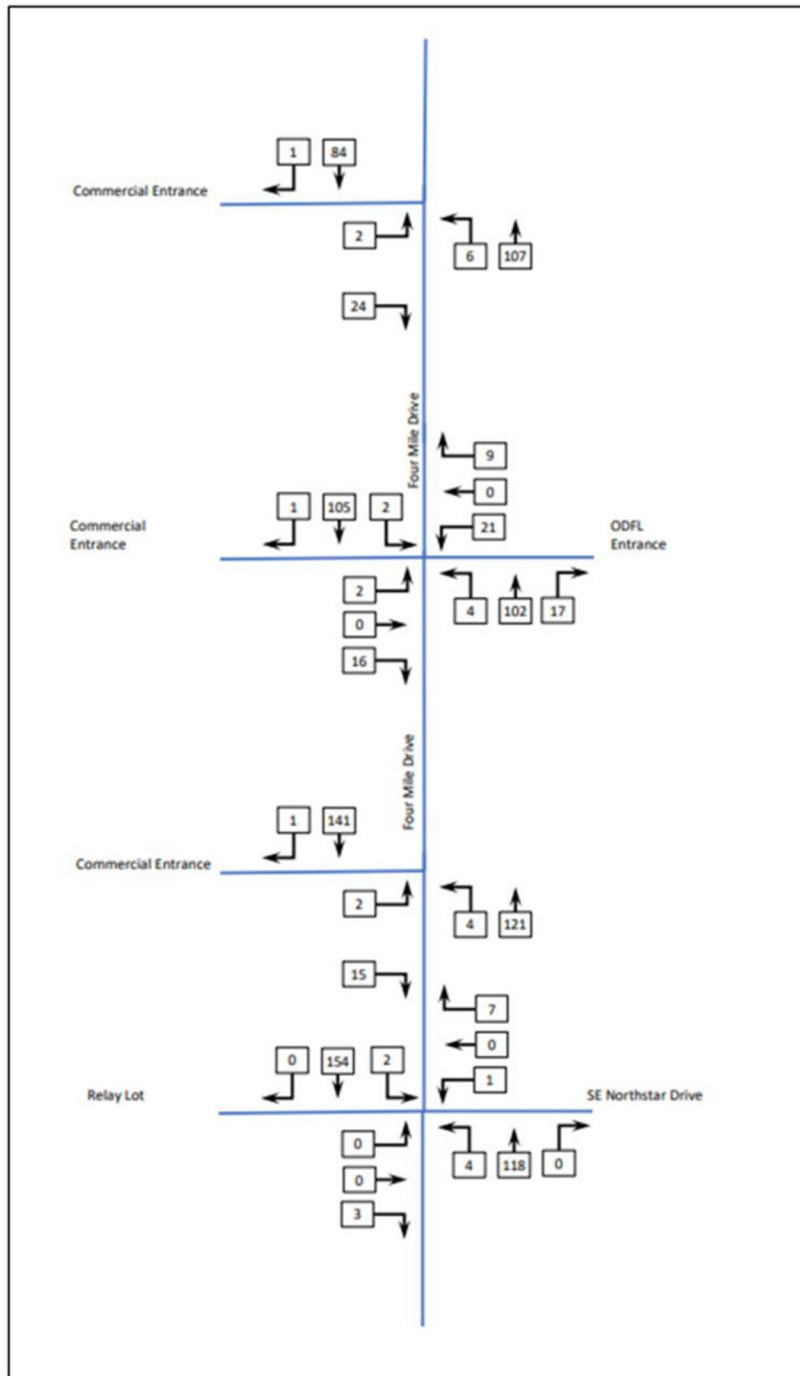


Figure 5 – PM Peak – Existing Counts Redistributed

Turn Lane Warrants

“NCHRP Report 745: Left-Turn Accommodations at Unsignalized Intersections” was used to evaluate the need for left turning bays at the proposed relay lot location. **Table 3 and Figure 6** show the information needed to determine if a left-turn bay is required. The PM peak is likely the worst-case scenario, so it was used to determine left-turn lane warrants. A left-turn lane will likely not be warranted at the relay lot entrance for northbound traffic.

Table 3 – Recommended left-turn lane warrants for rural two-lane highways

Left-Turn Lane Peak-Hour Volume (veh/hr)	Three-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Bypass Lane	Three-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Left-Turn Lane	Four-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Bypass Lane	Four-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Left-Turn Lane
5	50	200	50	150
10	50	100	< 50	50
15	< 50	100	< 50	50
20	< 50	50	< 50	< 50
25	< 50	50	< 50	< 50
30	< 50	50	< 50	< 50
35	< 50	50	< 50	< 50
40	< 50	50	< 50	< 50
45	< 50	50	< 50	< 50
50 or More	< 50	50	< 50	< 50

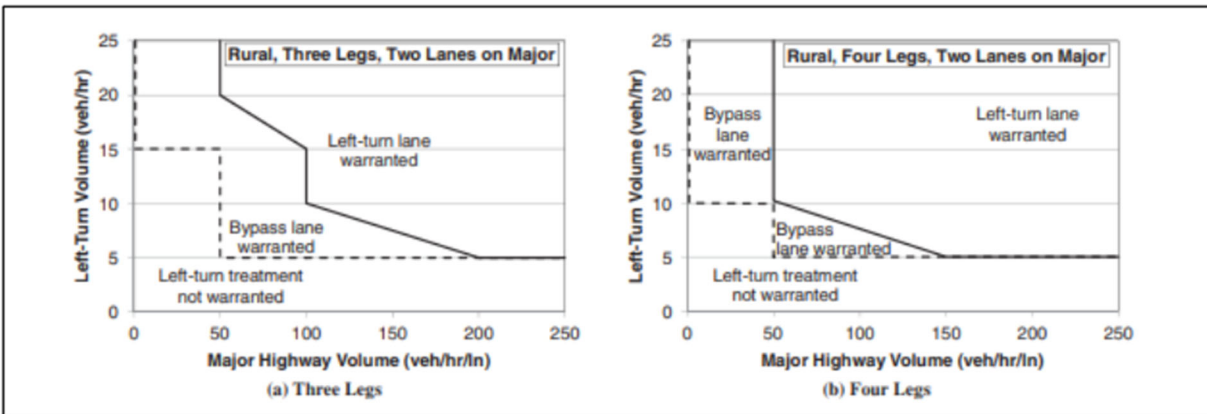


Figure 6 -Recommended left-turn treatment warrants for rural two-lane highways

Conclusion

Based on the assumptions stated in the report and resulting analysis, a left-turn lane is likely not warranted for northbound traffic at the relay lot entrance.

WATER USAGE CALCULATIONS

Note: The current project does not include any buildings which would need domestic or fire protection water service.

D. Density table

Table 1: Minimum Values

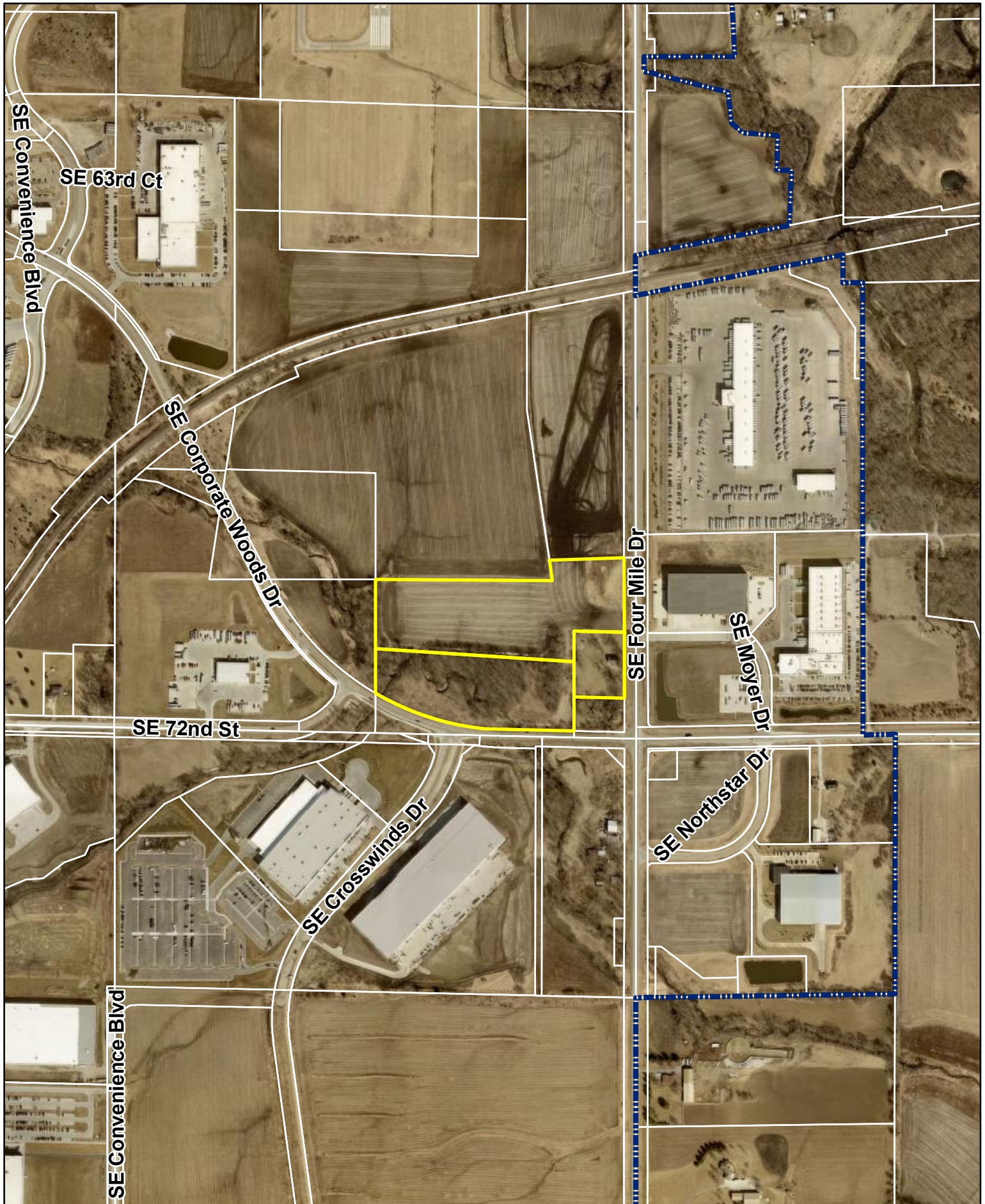
LAND USE	AREA DENSITY	UNIT DENSITY	<u>RATE</u>
Low Density (Single Family) Residential	JO people/ AC	3.3 people / unit	100 gpcd*
Medium Density (Multi-Family) Residential	12 to 15 people/ AC 6.0 people/ duplex	3.3 people / unit	100 gpcd*
High Density (Multi-Family) Residential	20 to 75 people / AC	2.5 people / unit	100 gpcd*
Office & Institutional	.5,000 gpd / AC (IDNR)	Special Design Density	
Commercial & Light Industrial	5,000 gpd/AC (<i>IDNR</i>)	Special Design Density	
Industrial	10,000 gpd/AC (IDNR)	Special Design Density	

* Iowa Department of Natural Resources (IDNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer lines.

Note: If the Project Engineer uses values different from the above table, approval by the Jurisdictional Engineer is required.

E. Special design densities

Special design densities should be subject to approval by the Jurisdiction Engineer based on methodology provided by the Project Engineer.





ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-04: Proposed amendment to the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa, for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A').

EXECUTIVE SUMMARY:

Hope Kimberley LLC is requesting an amendment to the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map. This amendment is accompanied by two rezonings. The properties subject to the proposed map amendment and rezonings consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue.

The property subject to the proposed Land Use Plan Amendment consists of three parcels comprising of approximately 16.20 acres; and is located south of NE 126th Avenue and 1,600 feet west of the NE Delaware and NE 126th Avenue intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Low Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to amend The Ankeny Plan 2040, Comprehensive Plan, Future Land Use Map, reclassifying property from Low Density Residential to High Density Residential (LUPA 'A').

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, from Low Density Residential to High Density Residential (LUPA 'A'), at their meeting on January 3, 2024.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on December 19, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-04.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Resolution
P&Z Minutes
Staff Report
Aerial Map
Applicant Letter
P&Z Approved LUPA A Exhibit
Future Land Use Map
Zoning Map
Combined Aerial Map
Combined Future Land Use Map
Combined Zoning Map
Overall Hope Kimberley Project Map



PUBLIC HEARING 2024-04

5:30 P.M.

FEBRUARY 5, 2024

**PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN,
FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY
OWNED BY HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH
DENSITY RESIDENTIAL, LUPA AREA A**

Mayor:

This is the time and place for a public hearing on a proposed amendment to the Ankeny Plan 2040 (Figure 12.10) Future Land Use Map for the City of Ankeny.

FROM: Low Density Residential

TO: High Density Residential

Property Description: approximately 16.2-acres (+/-) located south of NE 126th Avenue and East of N Ankeny Boulevard.

Notice of this hearing was published in the Des Moines Register on the 26th day of January, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received regarding this proposed revision to The Ankeny Plan"?

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 plan amendment."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2024-04.

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

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, LUPA AREA A

WHEREAS, on the 19th day of December, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3rd day of January, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope Kimberley LLC, from Low Density Residential to High Density Residential (LUPA Area A); and

WHEREAS, on the 4th day of February, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 00°23'32" EAST ALONG THE EAST LINE OF STREET LOT 'D', SAID FOUR MILE FOUR, 6.90 FEET; THENCE SOUTH 89°44'12" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF NE 126TH/ AVENUE, 750.29 FEET; THENCE SOUTH 00°13'22" WEST, 481.31 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 118.90 FEET AND WHOSE CHORD BEARS SOUTH 03°37'45" WEST, 118.83 FEET; THENCE NORTH 89°30'43" WEST, 1182.92 FEET; THENCE NORTH 00°29'17" EAST, 582.59 FEET TO THE NORTH LINE OF SAID OUTLOT 'Y'; THENCE NORTH 89°30'09" EAST ALONG SAID NORTH LINE, 437.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.20 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 16.2-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, is hereby amended to reclassify the above-described property from Low Density Residential to High Density Residential (LUPA Area A); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

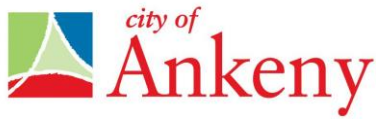
PASSED AND APPROVED this 5th day of February, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 19, 2023

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

CALL TO ORDER

Chair Ted Rapp called the December 19, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the December 19, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

Chair T.Rapp opened the public hearings.

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres; and, a proposed rezoning of 36.60 acres, Area A. There is also a proposed rezoning of 28.16 acres, Area B. The properties subject to the proposed map amendment and each rezoning consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue.

J.Heil stated the proposed Land Use Plan Amendment, LUPA 'A', consists of three parcels comprised of approximately 16.20 acres; currently classified as Low Density Residential (LDR). J.Heil said that the applicant is now proposing to reclassify the 16.20 acres to High Density Residential (HDR). He stated accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres, Area A from R-1 One Family Residential District to Planned Unit Development, PUD. J.Heil presented a concept for the LUPA 'A' and Rezoning A areas from the PUD book and provided information on the bulk regulations for the single-family lots, outlots including parkland and clubhouse; and the multi-family area including density, landscaping, architecture and building material requirements.

J.Heil further stated that the applicant is also requesting to rezone 28.16 acres, Area B from R-1 One Family Residential District to R-3, Multiple Family Residence District, which consists of rezoning portions of two parcels. He provided the current zoning for the properties surrounding the subject area. He said that this rezoning request is in conformance with The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map, which shows the requested area as High Density Residential. J.Heil said the developer has submitted the required rezoning petitions and all legal notifications were met for all three requests. Staff will present a complete staff report at the next Plan and Zoning Commission meeting.

Meeting Minutes
Plan and Zoning Commission

T.Rapp inquired whether the lots to the east of the north/south roadway shown on the concept were part of the previous PUD request. J.Heil stated, yes.

T.Flack asked if staff could provide examples of other high-density residential areas that are of similar size to these parcels within the community and what they actually look like built-out. E.Jensen responded that they will provide the information in the complete staff report.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale, Iowa on behalf of the developer, Bill Kimberley. She commented that staff gave a good overview of the request. She said that since the last time these requests were brought before the Commission, specifically the PUD area, the developer has taken the 30 acres that they were originally proposing for multi-family and have cut it in half by adding open space for parkland. She would be happy to answer any questions.

T.Rapp asked for clarification on the parkland that was shown on the conceptual plan. Erin Ollendike responded that nothing definite has been decided for the parkland areas and would be provided later.

Kevin Huss, 1957 NE 126th Avenue said that he and his family are against the LUPA 'A'. He said The Ankeny Plan 2040 Future Land Use Map shows Low Density Residential and that is what they were expecting next to them. He is not clear about why the change to high density is needed in this area and feels the need should not be because the developer wants it. He has looked at the PUD book, and commented that the acres of parkland are not clearly stated and he would like some clarification. He thanked the Commission for their time.

Chris Seuntjens, 2075 NE 126th Avenue said in regard to the Rezoning B request, he is against it being rezoned to R-3. He commented that they were expecting to see nice homes with large lots in the R-1 zoning. He has concerns with where and how the traffic will flow, if there are apartments. He said that he is not against development but there seems to be a large volume of apartments in Ankeny. He would like to see the area zoning stay as R-1. He thanked the Commission for their time.

Jeremy Nefzger, 1558 NE 126th Avenue said he is against the LUPA 'A' and Rezoning A requests. He shared that a portion of the requested area is covered by the covenants and restrictions of the Four Mile Four subdivision. He wanted to bring to the Commission's attention Article IV, Section 1. Use, which states: *"All lots shall be for residential home, single-family use, and shall not be occupied by more than one family or two unrelated persons and their family."* He thanked the Commission for their time.

Chair T.Rapp shared that staff will provide information regarding the questions/comments that were made during the public hearing in their full staff report, which will be presented at the next Plan and Zoning Commission meeting on January 3, 2024 at 6:30 p.m.

Motion by L.West to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Land Use Plan Amendment 'A'. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by T.Ripper to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Rezoning Area A. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Rezoning Area B. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 3, 2024

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

CALL TO ORDER

Chair Ted Rapp called the January 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the January 3, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

BUSINESS ITEMS

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres from Low Density Residential to High Density Residential; a request to rezone 36.60 acres, Area A, from R-1 One Family Residential District to Planned Unit Development, PUD and a request to rezone 28.16 acres, Area B, from R-1 One Family Residential District to R-3, Multiple Family Residence District. He noted that the properties are located south of NE 126th Avenue, and west of NE Delaware Avenue. J.Heil provided a brief overview of the PUD Conceptual Plan for Rezoning Area A, which includes, Outlot Y proposed as multi-family, Outlot Z dedicated as parkland, Outlot X proposed to be privately owned amenities and single-family lots to the south. J.Heil also provided an overview of Rezoning Area B, which is proposed to be rezoned from R-1, One Family Residential District to R-3, Multiple Family Residence District. He presented a map of the surrounding properties, which showed current zoning in the area. J.Heil proceeded to respond, in detail, with information that addressed the questions that were raised during the public hearing, which included concerns about changing the Future Land Use Map, whether there is a need for more developable multi-family land and provided examples of similar multi-family developments within the community for reference, the amount and location of parkland within the proposed PUD area, the existence of restrictive covenants for the Four Mile Four county plat, and traffic concerns. He commented that it is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable.

Staff's position is that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

Meeting Minutes
Plan and Zoning Commission

T.Rapp asked for clarification on the covenants for the Four Mile Four final plat. J.Heil responded that if the property is annexed into the City of Ankeny, and the land is platted, the covenants could then be modified or eliminated.

Jenna Kimberley, Kimberley Development Corporation and Erin Ollendike, Civil Design Advantage, said that they would answer any questions the Commission may have.

Motion by L.West to recommend City Council approval of the request by Hope Kimberley, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA A, from Low Density Residential to High Density Residential. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area A) from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by A.Renaud to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area B) from R-1, One-Family Residence District to R-3 Multiple-Family Residence District. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Agenda Item: Hope Kimberley Properties Phase 2 - Land Use Map Amendment and Rezoning – Action
Report Date: December 28, 2023 *ESC*
Prepared By: Jake Heil
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD.

That the Plan and Zoning Commission recommend City Council approval of the request Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

Project Report

Hope Kimberley LLC is requesting an amendment to the Ankeny Plan 2040 Comprehensive Plan *Figure 12.10, Future Land Use Map*. This amendment is accompanied by two rezonings. The properties subject to the proposed map amendment and rezonings consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue. The proposed land use map amendment and rezonings are as follows:

LUPA and Rezoning Area A:

The property subject to the proposed Land Use Plan Amendment consists of three parcels comprising of approximately 16.20 acres; and is located south of NE 126th Avenue and 1,600 feet west of the NE Delaware and NE 126th Avenue intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Low Density Residential.

Existing: Low Density Residential (LDR)
This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments, religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.

Proposed: High Density Residential (HDR)

This land use category is designed for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments; religious, educational, and institutional uses and structures; child day care centers; and public and private parks and recreational areas and structures.

Accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres (Rezoning Area A) from R-1 One Family Residential District to Planned Unit Development, PUD. Properties to the north are zoned Agricultural District, Polk County and properties to the east, west and south are zoned PUD.

The Hope Kimberley Property PUD's concept shows a total of 40 single-family lots and three outlots. Outlot Y is being proposed as multi-family, Outlot Z would be dedicated to the City as parkland and Outlot X will be privately owned and maintained by the developer where they plan to build a clubhouse and other amenities. The bulk regulations for the single-family area within the PUD are: Minimum Lot Width – 50 ft, Minimum Two-Family Lot Width – 75 ft, Front Yard Setback – 25 ft, Rear Yard Setback – 25 ft, Side Yard Setback – min 5 ft one side. The bulk regulations for the multi-family area would be: Front Yard – 25 ft, Rear Yard – 35 ft, Side Yard – 15 ft, with a maximum density of 18 units per acre. The PUD book also details a berm with landscaping around the perimeter of the multi-family area, different types of architecture character for single-family and multi-family and specific building material requirements for the multi-family area with a minimum of 60% primary building materials required on all elevations.

In addition to the above land use plan amendment and rezoning, the applicant is also requesting to rezone an additional area:

Rezoning Area B:

The applicant is also requesting to rezone 28.16 acres (Area B) from R-1 One Family Residential District to R-3, Multiple Family Residence District. The area subject to the rezoning consists of portions of two parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. Properties to the north are zoned R-1, One-Family Residence District and C-2, General Retail, Highway-Oriented and central Business Commercial District, properties to the west are zoned R-3, Multiple-Family Residence District, restricted to single family, properties to the south are zoned R-1, One-Family Residence District and PUD, while properties to the east are zoned R-1, One-Family Residence District. This rezoning request is in conformance with the Ankeny Plan 2040 Comprehensive Plan *Figure 12.10, Future Land Use Map*, which shows the requested area as High Density Residential.

The developer has submitted the required rezoning petitions consisting of signatures of more than 50% of the land area subject to the following rezonings, providing 82.29% for Area A, 60.17% for Area B of the property owners within 250 feet of the rezoning area.

Notifications of the public hearing were sent to the surrounding property owners within 350' of the property on December 7, 2023; and a legal notice of the proposed rezoning was published on December 8, 2023. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by December 6, 2023, providing the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed land use amendment and rezonings on December 19, 2023. During the public hearing there was discussion regarding the projects from City staff, the applicant, and multiple members of the public. A complete recap of the discussions and questions can be found in the minutes from the meeting. Additionally, members of the public who spoke at the meeting raised the following questions and concerns:

Ankeny Plan 2040 and Future Land Use Map

Several concerns were brought up about the Ankeny Plan 2040 Comprehensive Plan and the proposed changes to the Future Land Use Map. The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the City's vision for the future. It does not necessarily dictate how the community is to be developed, but is meant to serve as a guide for a possible future that could occur over the next 20 years. The Plans seeks to strike a balance among the many competing demands on land by creating development patterns that are orderly and rational, and provide the greatest benefits for individuals and the community as a whole. Through the development of this plan, citizens are asked to provide their input and turned into a collective vision for the future. The Ankeny Plan 2040 was officially adopted by the City Council on April 2, 2018, and has had six amendments since adoption. Comprehensive Plans are typically updated every five years based off of a community's growth and economic trends. The Polk County Comprehensive Plan shows this area as urban fringe which includes land within a portion of a City's identified growth area with a realistic opportunity of being annexed and converted to urbanized development within the Plan's time frame.

A major part of the Comprehensive Plan is the Future Land Use Map, which serves as a foundation for the growth and development patterns of the City. One important step in creating the future land use map is to examine the existing land use composition in a city. The distribution and amount of different existing land uses help guide future land use layouts. The final step before outlining the future land use plan is to define the type of future land uses to be present in Ankeny. Research and public input gathered during the planning process influenced the crafting of the current future land use plan. Over time, the distribution of land use categories may need to be adjusted to account for changes in population growth, consumer preferences or the local and national economy among other reasons. It is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable. Some of the goals that were laid out in the Ankeny Plan 2040, included providing neighborhoods that had a variety of residential uses, and to provide opportunities for higher density developments.

Need for Developable Land

Concerns were brought up about the need for multi-family and where some other similar sized projects within Ankeny are located. Currently there are approximately 1,100 acres remaining within the City limits that are undeveloped, this includes any land that has not been through some sort of development review, such as rezoning or platting. Taking a closer look, there is approximately 776 acres of undeveloped land north of 36th Street. The majority of the available land is currently shown as Low Density Residential, with little High Density Residential ground remaining. Over the past 10 years, the City of Ankeny has developed roughly 650 acres of land each year. That leaves a little less than two years of developable ground within the City's limits. Typically, in the past the City has tried to have a four-year supply of undeveloped land, as it takes time to get through the full entitlement process.

Hope Kimberley had previously asked for the entire 36.60 acres that make up Rezoning Area A, to become multi-family. The developer eventually ended up withdrawing that request, and has since made changes to their request including; reducing the multi-family area to 15 acres, adding 8.28 acres of parkland just south of the multi-family area, proposing single family transitions from the existing single-family homes, as well as substantial screening/buffering around the perimeter of the multifamily area, and design standards including 60% primary materials on all elevations. Possible similar developments on the north side of Ankeny, would be Fieldstone, which was developed at 15 units per acre on 44 acres approximately and Bricktowne at Piper, which was developed at 18 units per acre on approximately 27 acres.

Parkland

While there have been preliminary discussions on the amount of parkland and conceptual locations of parkland shown within the PUD, it is not something that the City specifically requires during the land use plan amendment and rezoning processes. Currently, the PUD assumes that 18.15 acres of parkland will be required and that 14.57 acres of parkland will be dedicated. Typically, details concerning dedicated parkland, access drives and street development are provided by the applicant and reviewed by staff during the platting process, which takes place once the rezoning and amendment process is complete. Parkland dedication will be required as part of the development and located appropriately. It would be expected that major collectors would have a trail on one side of the street.

Existing Plats and Restrictive Covenants

A concern was brought up about the existing Four Mile Four final plat and its private covenants, which makes up the western portion of the Land Use Plan Amendment and Rezoning Area A. Once land is annexed into the City, landowners would be able to plat their lots in accordance to Ankeny's Code. During the platting process any covenants or restrictions on existing lots could be modified or eliminated with the new plat.

Restrictive covenants, such as architectural guidelines, ensure not only a certain level of uniformity and standard of design, but also the consistent use of property within a neighborhood. While most neighborhoods/plats have restrictive covenants, some have a home owner's association that help enforce those covenants. The City of Ankeny does not enforce any private covenants, as it is a civil matter either between property owners and/or the home owner's association.

Transportation and Traffic Flows

Concerns were brought up about the future development of NE 126th Avenue and other streets in the area. Typically, City staff would review the anticipated traffic associated with a development via a traffic study that is provided by the applicant during the development process; preliminary plat, final plat and site plan. A traffic study is not required as part of the land use plan amendment or rezoning processes. Before any development occurs, plats and site plans are reviewed by staff and approved by the Commission and Council. Since this site is bordered by arterial streets; N Ankeny Boulevard to the west, NE Delaware Avenue to the east, and NE 126th Avenue to the north, traffic will need to be controlled and limited. The traffic study or memo would be required to determine any impacts the development's associated traffic may have on the area. Should staff deem the proposed uses to have a significant enough impact, public improvements would be required.

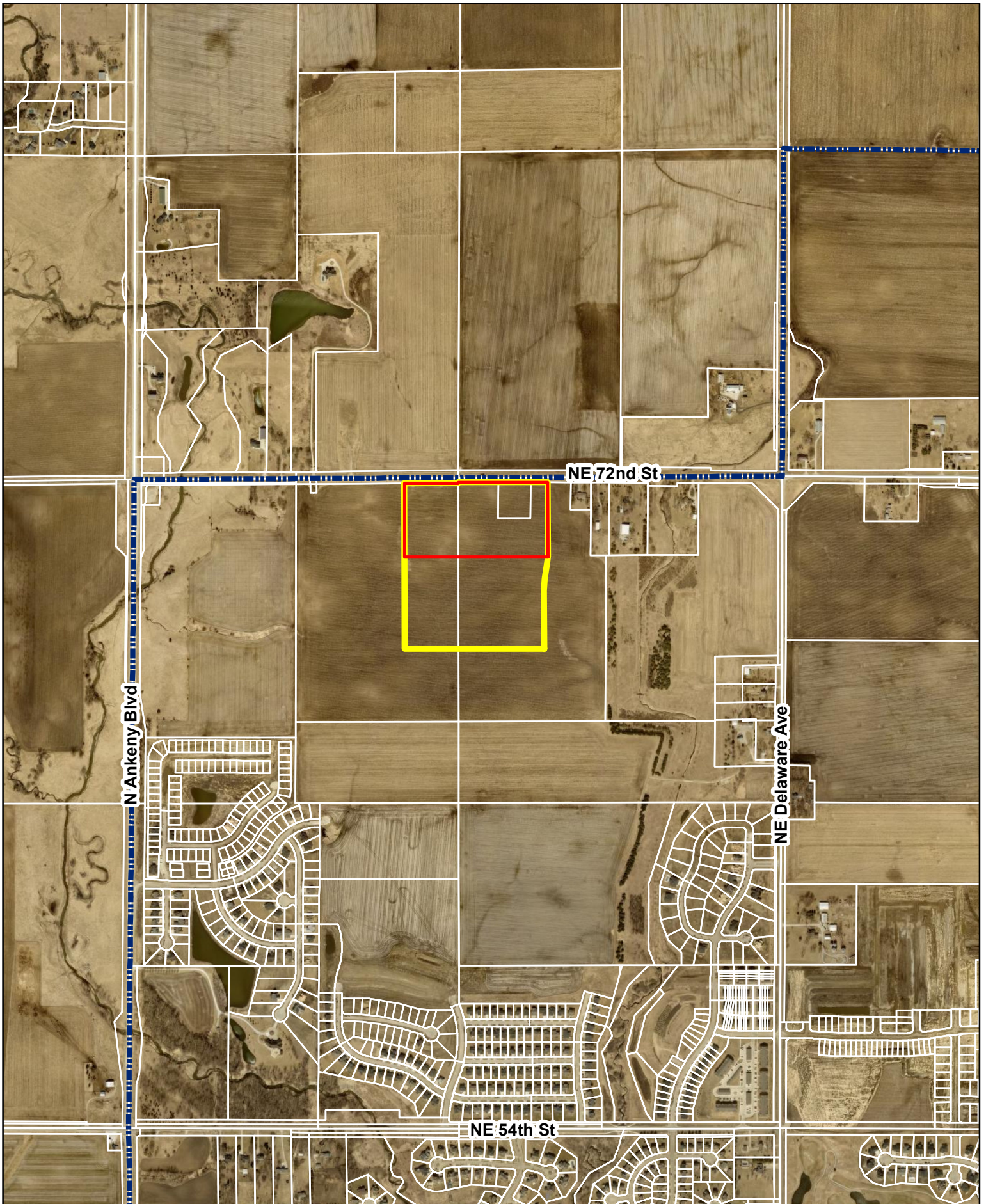
NE 126th Avenue is considered a major arterial and would most likely be improved in the future similarly to other major arterials. Most recent example would be NE 36th Street, just south of this area. As the area fully develops it would be expected this would be a 4-lane arterial street, similar to others in and around Ankeny. Staff would also expect NE Delaware Avenue and N Ankeny Boulevard to be improved in the future.

Summary

The conditions outlined above influence City staff in determining that the proposed change in land use from Low Density to High Density is appropriate. In addition, City staff also determines the proposed rezoning for Area A and Area B are also appropriate.

Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying from Low Density Residential to High Density Residential; and that the Plan and Zoning Commission recommend City Council approval of the request to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

Staff recommends that the Plan and Zoning Commission recommend City Council approval of the requests to rezone Area B, from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.



October 20, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Comprehensive Plan Amendment

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley LLC, we are submitting a request to modify the city's comprehensive plan from 16.20 acres of low density residential to high-density residential. When the comprehensive plan was created for this large tract of property that overall contains 318.50 acres the majority of the property was assigned a low-density residential land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. The property is bordered by NE 126th Avenue/NE 72nd Street which leads to Interstate 35 on the north, NE Delaware to the east and US Highway 69 to the west. We are proposing to have higher density along these major thoroughfares that would then transition to lower density as you enter the property.

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

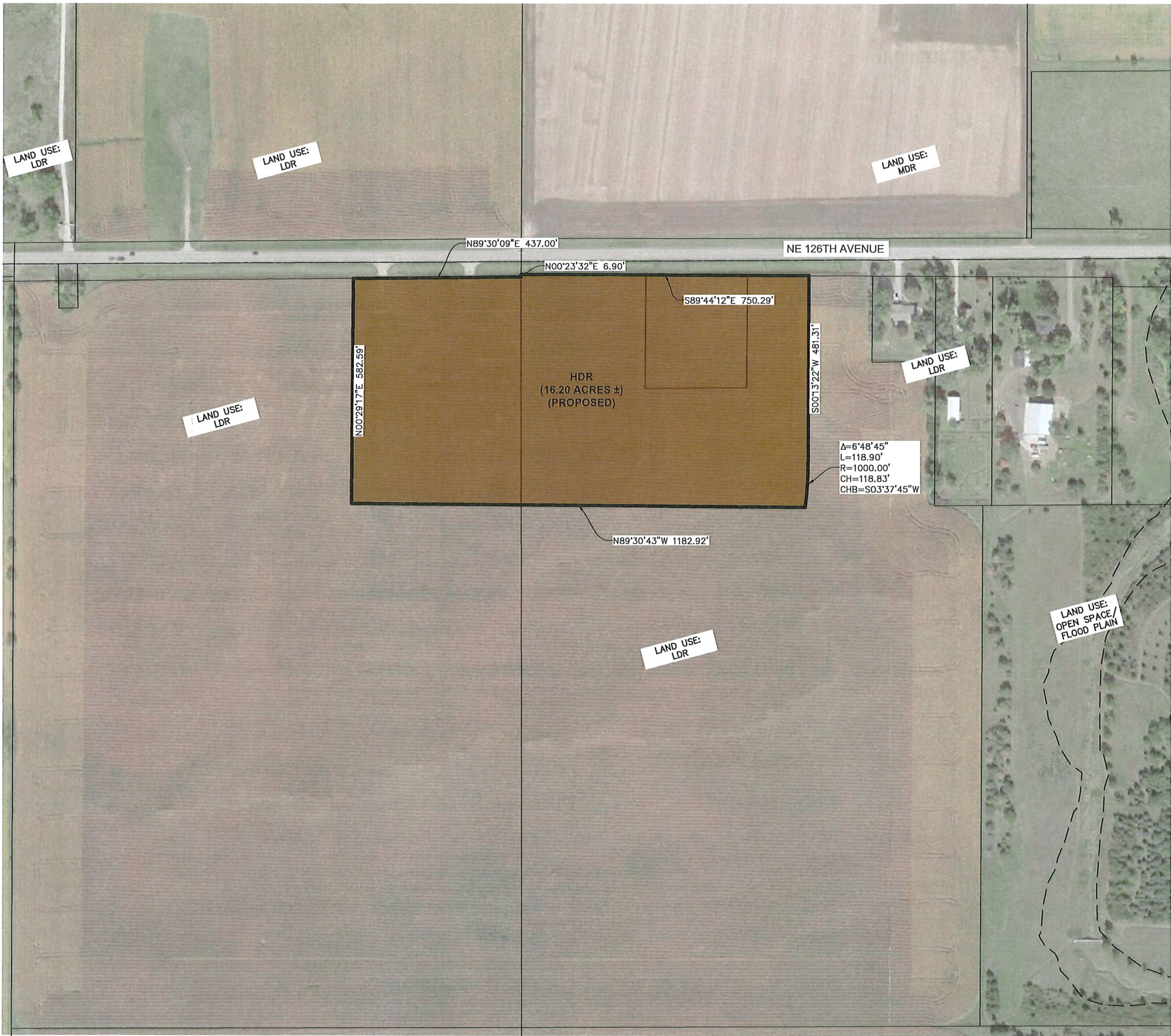
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



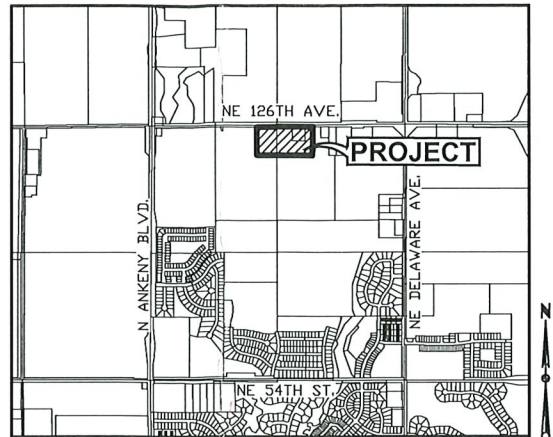
Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

LAND USE DESIGNATION

EXISTING: LDR: LOW DENSITY RESIDENTIAL

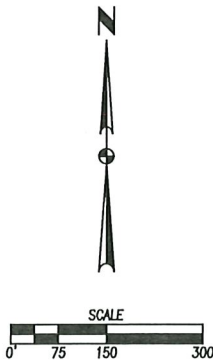
PROPOSED: HDR: HIGH DENSITY RESIDENTIAL

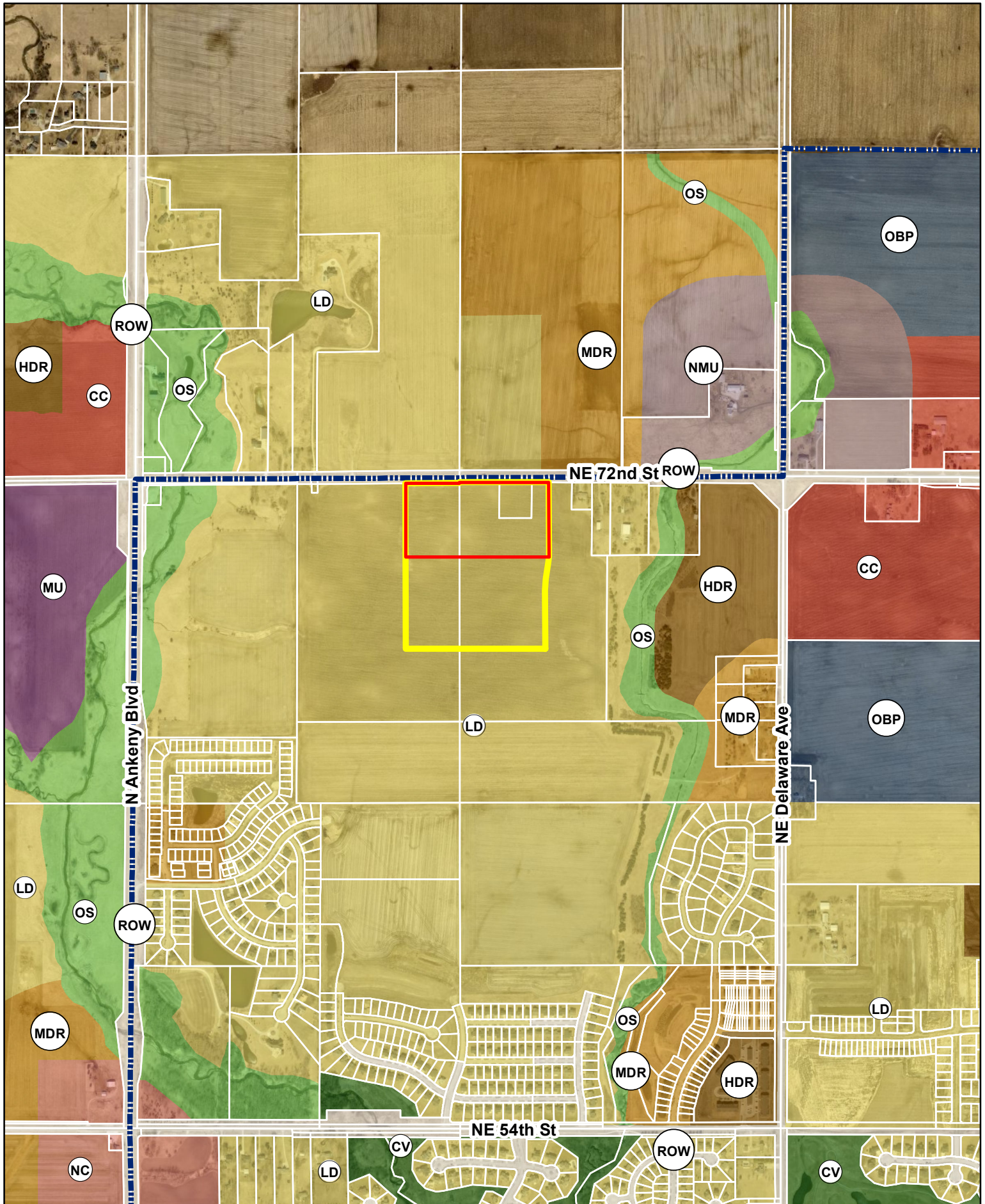
PROPOSED LAND USE AMENDMENT DESCRIPTION

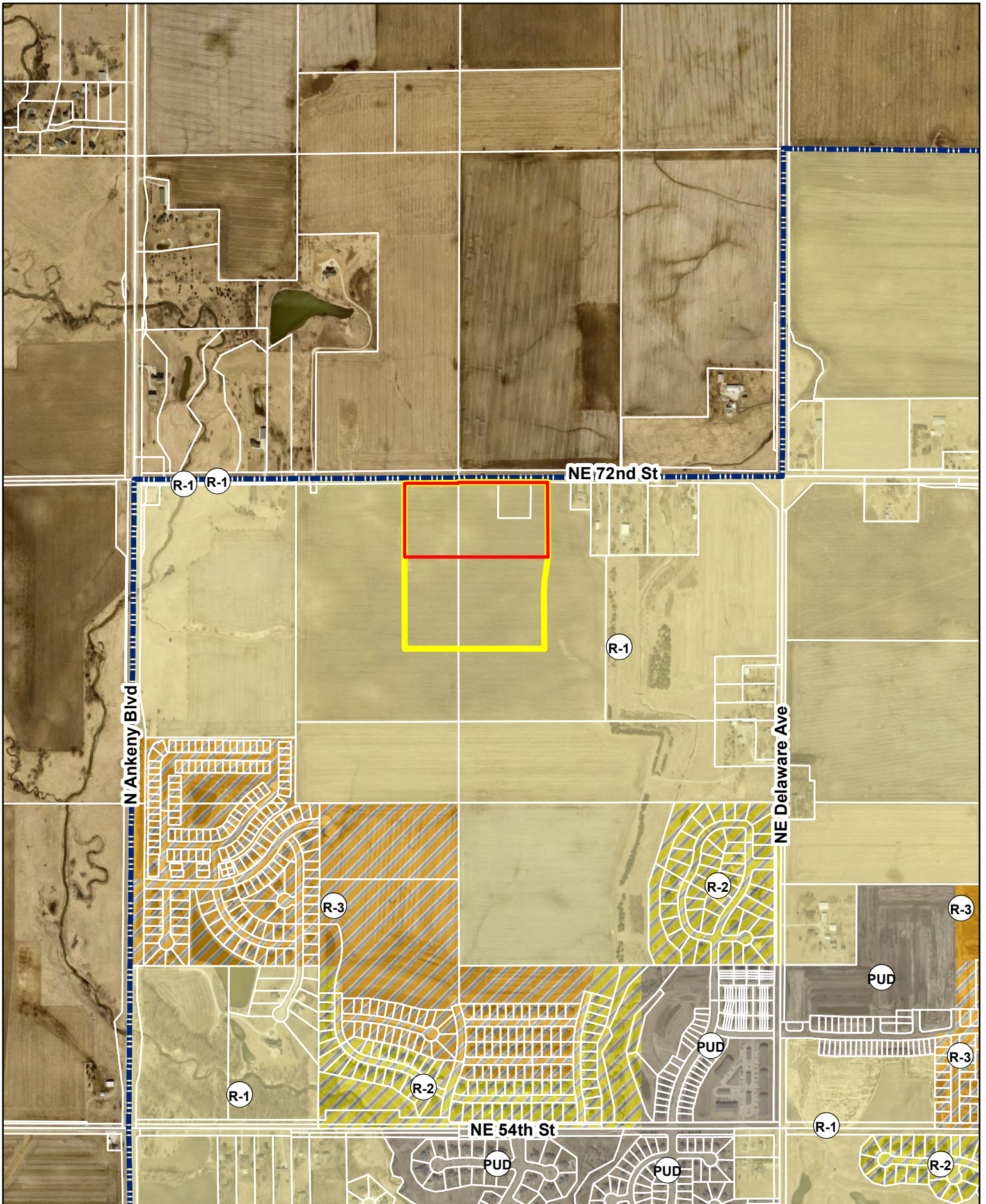
A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

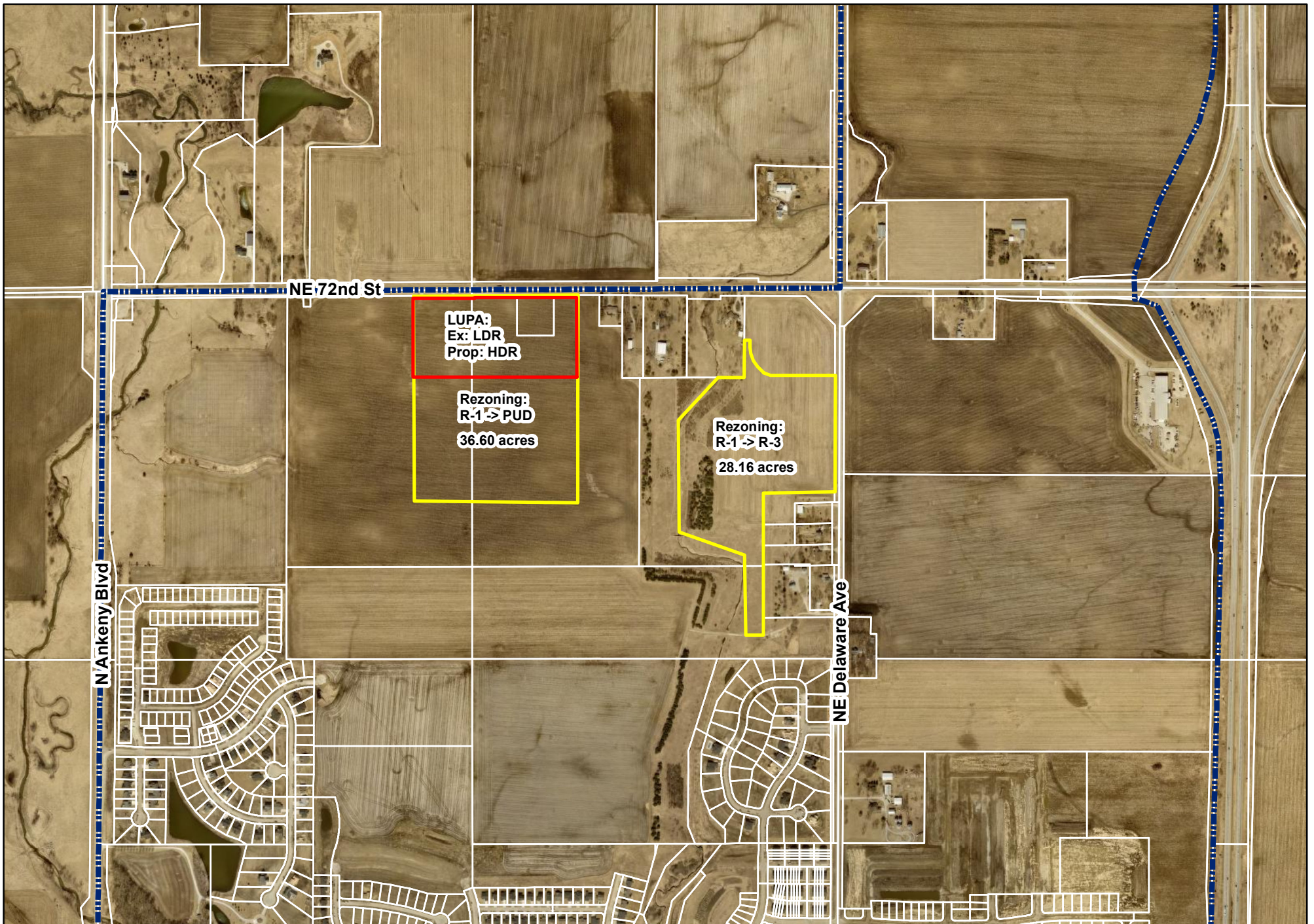
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 00°23'32" EAST ALONG THE EAST LINE OF STREET LOT 'D', SAID FOUR MILE FOUR, 6.90 FEET; THENCE SOUTH 89°44'12" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF NE 126TH AVENUE, 750.29 FEET; THENCE SOUTH 00°13'22" WEST, 481.31 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 118.90 FEET AND WHOSE CHORD BEARS SOUTH 03°37'45" WEST, 118.83 FEET; THENCE NORTH 89°30'43" WEST, 1182.92 FEET; THENCE NORTH 00°29'17" EAST, 582.59 FEET TO THE NORTH LINE OF SAID OUTLOT 'Y'; THENCE NORTH 89°30'09" EAST ALONG SAID NORTH LINE, 437.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.20 ACRES MORE OR LESS.

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date <u>January 3, 2024</u>	
Ayes <u>7</u> Nays <u>0</u> Abstain <u>-</u> Absent <u>0</u>	
APPROVED	
<u>T. Rapp</u> Chairperson	
<u>Brenda J. Jorgensen</u> Secretary	



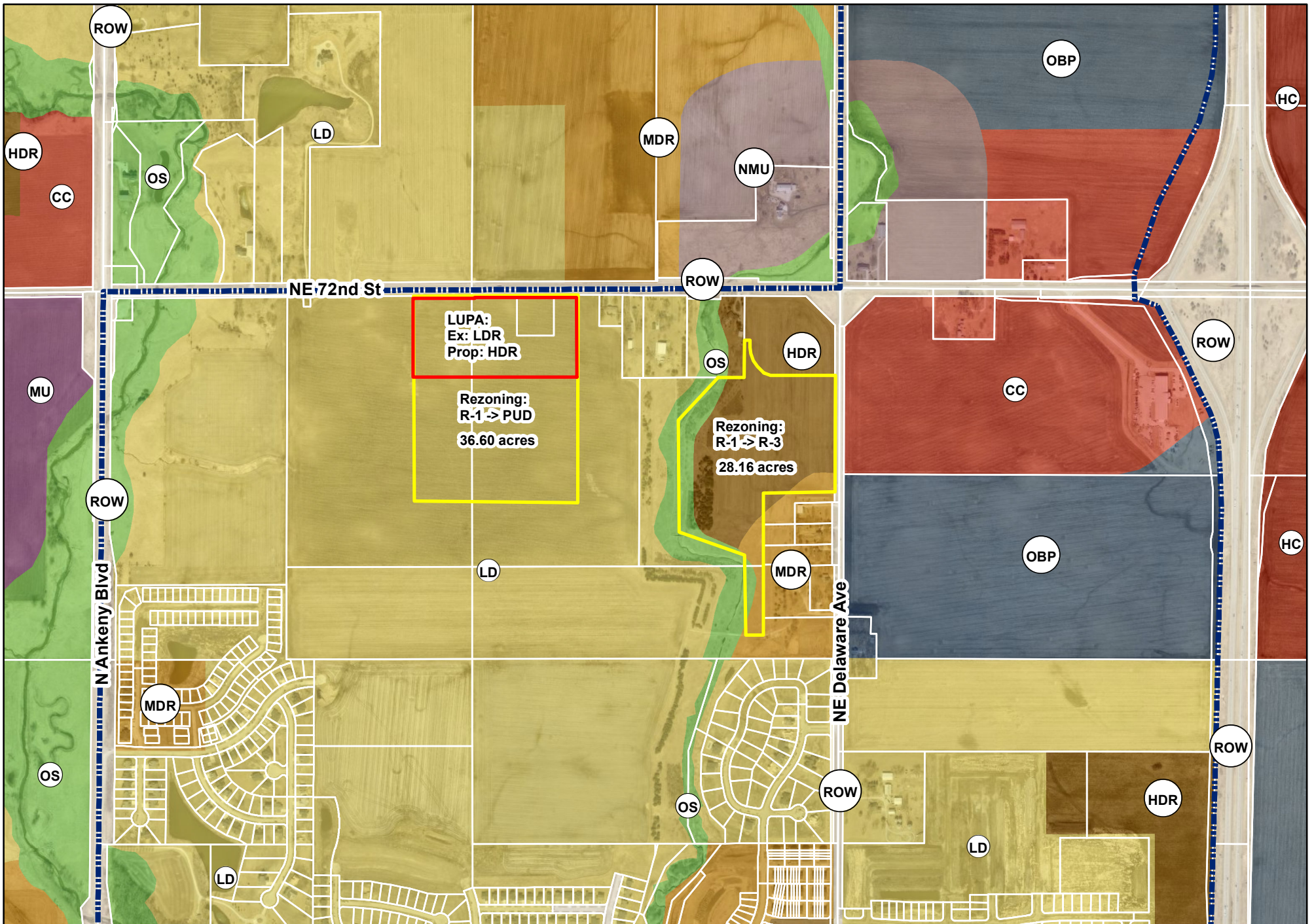






1 inch = 900 feet
Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Aerial Map**



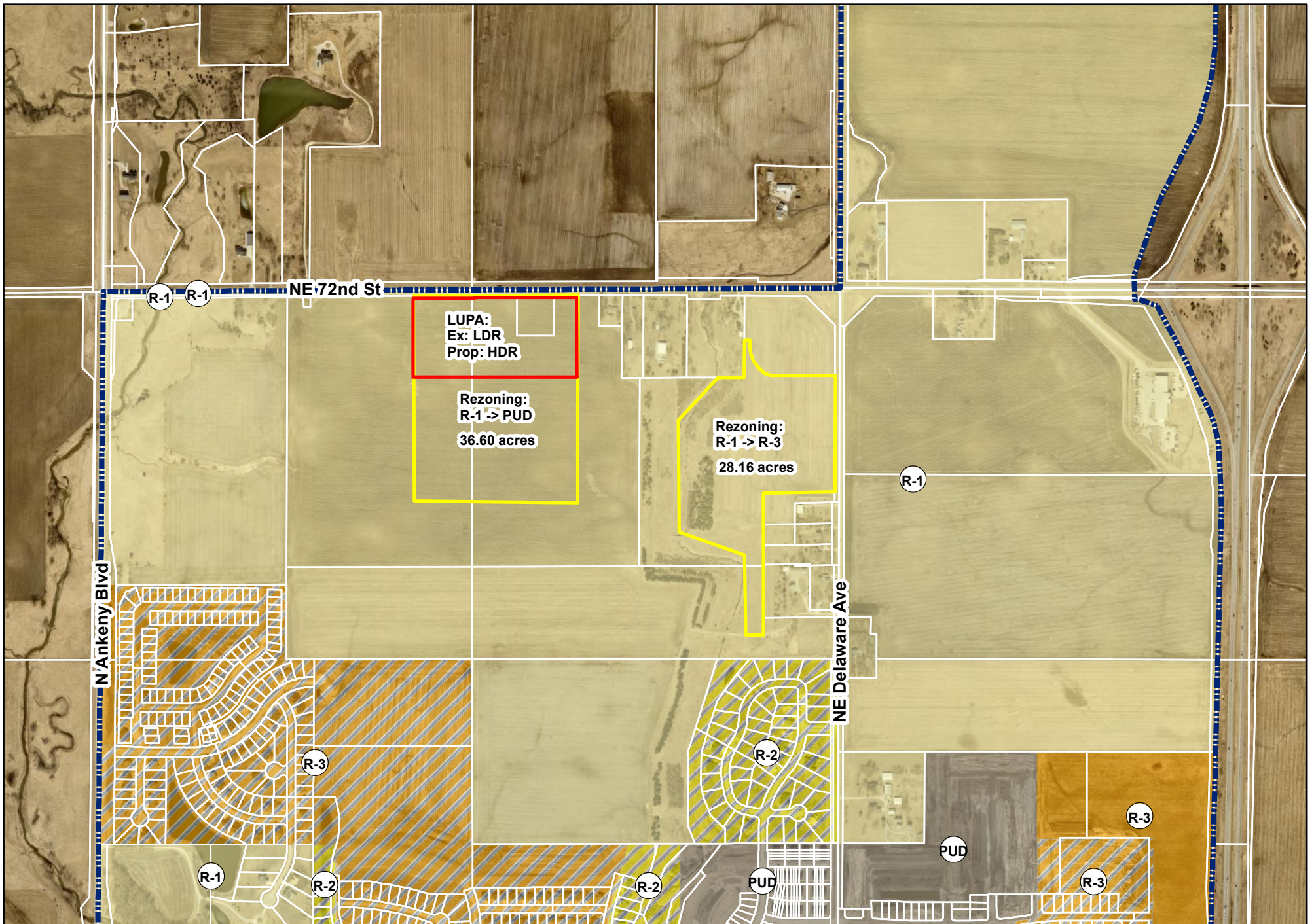
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1 inch = 900 feet

Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Future Land Use Map**



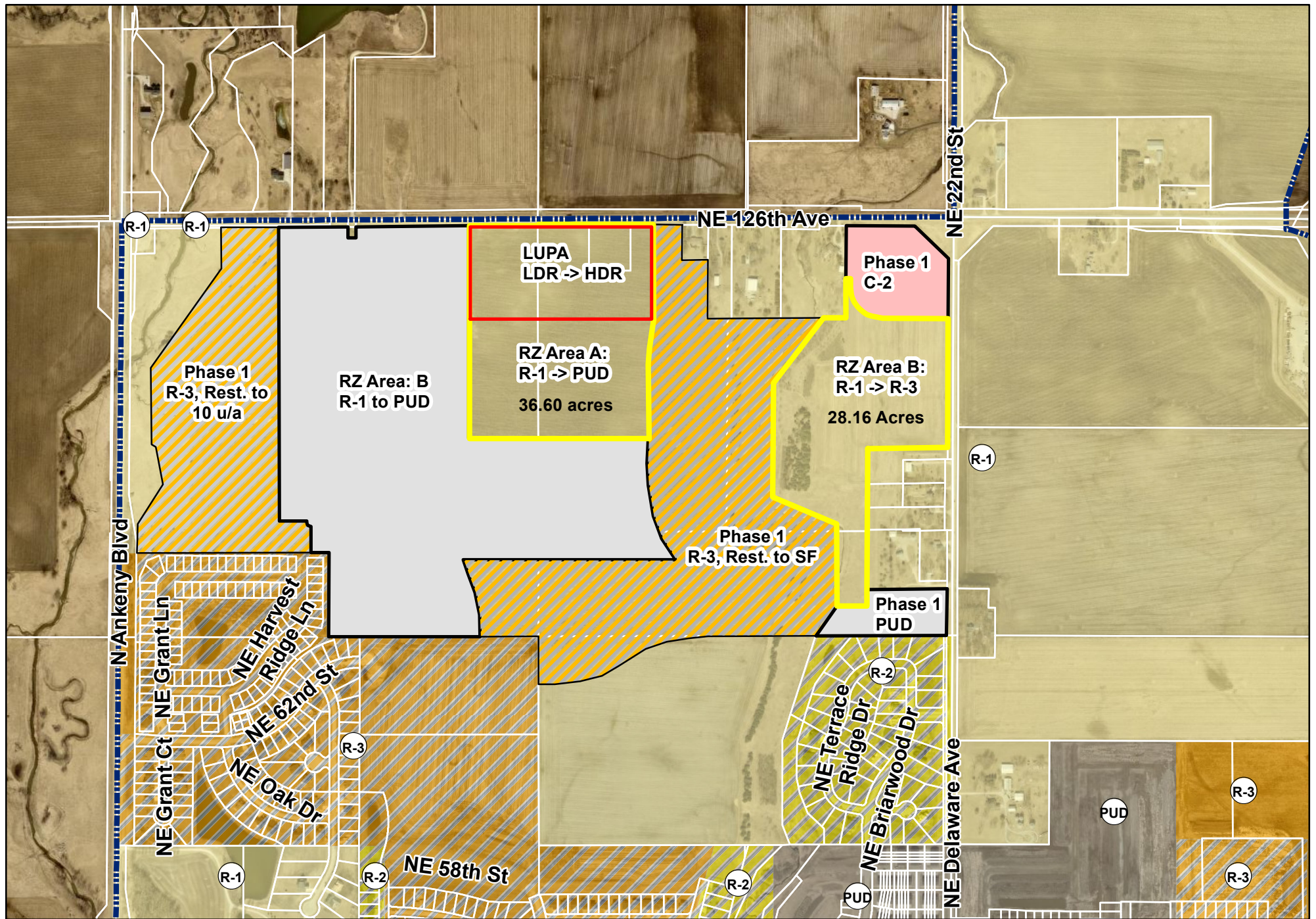
N



1 inch = 900 feet

Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Zoning Map**



1 inch = 800 feet

Date: 12/28/2023

Hope Kimberley Properties **Land Use Plan Amendments & Rezoning** **Updated Zoning Map**



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2024-05: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A).

EXECUTIVE SUMMARY:

Accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres (Rezoning Area A) from R-1 One Family Residential District to Planned Unit Development, PUD. Properties to the north are zoned Agricultural District, Polk County and properties to the east, west and south are zoned PUD.

The Hope Kimberley Property PUD's concept shows a total of 40 single-family lots and three outlots. Outlot Y is being proposed as multi-family, Outlot Z would be dedicated to the City as parkland and Outlot X will be privately owned and maintained by the developer where they plan to build a clubhouse and other amenities. The bulk regulations for the single-family area within the PUD are: Minimum Lot Width – 50 ft, Minimum Two-Family Lot Width – 75 ft, Front Yard Setback – 25 ft, Rear Yard Setback – 25 ft, Side Yard Setback – min 5 ft one side. The bulk regulations for the multi-family area would be: Front Yard – 25 ft, Rear Yard – 35 ft, Side Yard – 15 ft, with a maximum density of 18 units per acre. The PUD book also details a berm with landscaping around the perimeter of the multi-family area, different types of

architecture character for single-family and multi-family and specific building material requirements for the multi-family area with a minimum of 60% primary building materials required on all elevations.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On January 3, 2024, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residence District to Planned Unit Development, PUD (Rezoning Area A).

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on December 19, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-05.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

- | |
|--|
|  PH Coversheet |
|  Ordinance |
|  P&Z Minutes |
|  Staff Report |
|  Applicant Letter |
|  P&Z Approved Rezoning Area A Exhibit |
|  P&Z stamped PUD Book |
|  Aerial Map |
|  Zoning Map |
|  Future Land Use Map |
|  Combined Aerial Map |
|  Combined Future Land Use Map |
|  Combined Zoning Map |
|  Overall Hope Kimberley Project Map |



PUBLIC HEARING 2024-05

5:30 P.M.

FEBRUARY 5, 2023

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2162 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope Kimberley LLC.

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

TO: Planned Unit Development, PUD (Rezoning Area A)

Layman's Description – approximately 36.60 acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

Notice of this hearing was published in the Des Moines Register on the 26th day of January, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2024-05.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PLANNED UNIT DEVELOPMENT, PUD, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 36.60-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny Iowa, this 4th, day of March, 2024.

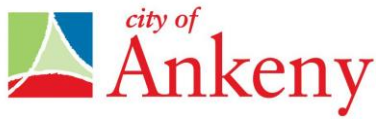
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 2/5/24 (P. Hrg.)
2nd Con 2/19/24
3rd Con 3/4/24**



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 19, 2023

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

CALL TO ORDER

Chair Ted Rapp called the December 19, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the December 19, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

Chair T.Rapp opened the public hearings.

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres; and, a proposed rezoning of 36.60 acres, Area A. There is also a proposed rezoning of 28.16 acres, Area B. The properties subject to the proposed map amendment and each rezoning consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue.

J.Heil stated the proposed Land Use Plan Amendment, LUPA 'A', consists of three parcels comprised of approximately 16.20 acres; currently classified as Low Density Residential (LDR). J.Heil said that the applicant is now proposing to reclassify the 16.20 acres to High Density Residential (HDR). He stated accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres, Area A from R-1 One Family Residential District to Planned Unit Development, PUD. J.Heil presented a concept for the LUPA 'A' and Rezoning A areas from the PUD book and provided information on the bulk regulations for the single-family lots, outlots including parkland and clubhouse; and the multi-family area including density, landscaping, architecture and building material requirements.

J.Heil further stated that the applicant is also requesting to rezone 28.16 acres, Area B from R-1 One Family Residential District to R-3, Multiple Family Residence District, which consists of rezoning portions of two parcels. He provided the current zoning for the properties surrounding the subject area. He said that this rezoning request is in conformance with The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map, which shows the requested area as High Density Residential. J.Heil said the developer has submitted the required rezoning petitions and all legal notifications were met for all three requests. Staff will present a complete staff report at the next Plan and Zoning Commission meeting.

Meeting Minutes
Plan and Zoning Commission

T.Rapp inquired whether the lots to the east of the north/south roadway shown on the concept were part of the previous PUD request. J.Heil stated, yes.

T.Flack asked if staff could provide examples of other high-density residential areas that are of similar size to these parcels within the community and what they actually look like built-out. E.Jensen responded that they will provide the information in the complete staff report.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale, Iowa on behalf of the developer, Bill Kimberley. She commented that staff gave a good overview of the request. She said that since the last time these requests were brought before the Commission, specifically the PUD area, the developer has taken the 30 acres that they were originally proposing for multi-family and have cut it in half by adding open space for parkland. She would be happy to answer any questions.

T.Rapp asked for clarification on the parkland that was shown on the conceptual plan. Erin Ollendike responded that nothing definite has been decided for the parkland areas and would be provided later.

Kevin Huss, 1957 NE 126th Avenue said that he and his family are against the LUPA 'A'. He said The Ankeny Plan 2040 Future Land Use Map shows Low Density Residential and that is what they were expecting next to them. He is not clear about why the change to high density is needed in this area and feels the need should not be because the developer wants it. He has looked at the PUD book, and commented that the acres of parkland are not clearly stated and he would like some clarification. He thanked the Commission for their time.

Chris Seuntjens, 2075 NE 126th Avenue said in regard to the Rezoning B request, he is against it being rezoned to R-3. He commented that they were expecting to see nice homes with large lots in the R-1 zoning. He has concerns with where and how the traffic will flow, if there are apartments. He said that he is not against development but there seems to be a large volume of apartments in Ankeny. He would like to see the area zoning stay as R-1. He thanked the Commission for their time.

Jeremy Nefzger, 1558 NE 126th Avenue said he is against the LUPA 'A' and Rezoning A requests. He shared that a portion of the requested area is covered by the covenants and restrictions of the Four Mile Four subdivision. He wanted to bring to the Commission's attention Article IV, Section 1. Use, which states: *"All lots shall be for residential home, single-family use, and shall not be occupied by more than one family or two unrelated persons and their family."* He thanked the Commission for their time.

Chair T.Rapp shared that staff will provide information regarding the questions/comments that were made during the public hearing in their full staff report, which will be presented at the next Plan and Zoning Commission meeting on January 3, 2024 at 6:30 p.m.

Motion by L.West to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Land Use Plan Amendment 'A'. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by T.Ripper to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Rezoning Area A. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Rezoning Area B. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 3, 2024

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

CALL TO ORDER

Chair Ted Rapp called the January 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the January 3, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

BUSINESS ITEMS

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres from Low Density Residential to High Density Residential; a request to rezone 36.60 acres, Area A, from R-1 One Family Residential District to Planned Unit Development, PUD and a request to rezone 28.16 acres, Area B, from R-1 One Family Residential District to R-3, Multiple Family Residence District. He noted that the properties are located south of NE 126th Avenue, and west of NE Delaware Avenue. J.Heil provided a brief overview of the PUD Conceptual Plan for Rezoning Area A, which includes, Outlot Y proposed as multi-family, Outlot Z dedicated as parkland, Outlot X proposed to be privately owned amenities and single-family lots to the south. J.Heil also provided an overview of Rezoning Area B, which is proposed to be rezoned from R-1, One Family Residential District to R-3, Multiple Family Residence District. He presented a map of the surrounding properties, which showed current zoning in the area. J.Heil proceeded to respond, in detail, with information that addressed the questions that were raised during the public hearing, which included concerns about changing the Future Land Use Map, whether there is a need for more developable multi-family land and provided examples of similar multi-family developments within the community for reference, the amount and location of parkland within the proposed PUD area, the existence of restrictive covenants for the Four Mile Four county plat, and traffic concerns. He commented that it is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable.

Staff's position is that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

Meeting Minutes
Plan and Zoning Commission

T.Rapp asked for clarification on the covenants for the Four Mile Four final plat. J.Heil responded that if the property is annexed into the City of Ankeny, and the land is platted, the covenants could then be modified or eliminated.

Jenna Kimberley, Kimberley Development Corporation and Erin Ollendike, Civil Design Advantage, said that they would answer any questions the Commission may have.

Motion by L.West to recommend City Council approval of the request by Hope Kimberley, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA A, from Low Density Residential to High Density Residential. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area A) from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by A.Renaud to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area B) from R-1, One-Family Residence District to R-3 Multiple-Family Residence District. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Agenda Item: Hope Kimberley Properties Phase 2 - Land Use Map Amendment and Rezoning – Action
Report Date: December 28, 2023 *ESC*
Prepared By: Jake Heil
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD.

That the Plan and Zoning Commission recommend City Council approval of the request Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

Project Report

Hope Kimberley LLC is requesting an amendment to the Ankeny Plan 2040 Comprehensive Plan *Figure 12.10, Future Land Use Map*. This amendment is accompanied by two rezonings. The properties subject to the proposed map amendment and rezonings consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue. The proposed land use map amendment and rezonings are as follows:

LUPA and Rezoning Area A:

The property subject to the proposed Land Use Plan Amendment consists of three parcels comprising of approximately 16.20 acres; and is located south of NE 126th Avenue and 1,600 feet west of the NE Delaware and NE 126th Avenue intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Low Density Residential.

Existing: Low Density Residential (LDR)
This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments, religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.

Proposed: High Density Residential (HDR)

This land use category is designed for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments; religious, educational, and institutional uses and structures; child day care centers; and public and private parks and recreational areas and structures.

Accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres (Rezoning Area A) from R-1 One Family Residential District to Planned Unit Development, PUD. Properties to the north are zoned Agricultural District, Polk County and properties to the east, west and south are zoned PUD.

The Hope Kimberley Property PUD's concept shows a total of 40 single-family lots and three outlots. Outlot Y is being proposed as multi-family, Outlot Z would be dedicated to the City as parkland and Outlot X will be privately owned and maintained by the developer where they plan to build a clubhouse and other amenities. The bulk regulations for the single-family area within the PUD are: Minimum Lot Width – 50 ft, Minimum Two-Family Lot Width – 75 ft, Front Yard Setback – 25 ft, Rear Yard Setback – 25 ft, Side Yard Setback – min 5 ft one side. The bulk regulations for the multi-family area would be: Front Yard – 25 ft, Rear Yard – 35 ft, Side Yard – 15 ft, with a maximum density of 18 units per acre. The PUD book also details a berm with landscaping around the perimeter of the multi-family area, different types of architecture character for single-family and multi-family and specific building material requirements for the multi-family area with a minimum of 60% primary building materials required on all elevations.

In addition to the above land use plan amendment and rezoning, the applicant is also requesting to rezone an additional area:

Rezoning Area B:

The applicant is also requesting to rezone 28.16 acres (Area B) from R-1 One Family Residential District to R-3, Multiple Family Residence District. The area subject to the rezoning consists of portions of two parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. Properties to the north are zoned R-1, One-Family Residence District and C-2, General Retail, Highway-Oriented and central Business Commercial District, properties to the west are zoned R-3, Multiple-Family Residence District, restricted to single family, properties to the south are zoned R-1, One-Family Residence District and PUD, while properties to the east are zoned R-1, One-Family Residence District. This rezoning request is in conformance with the Ankeny Plan 2040 Comprehensive Plan *Figure 12.10, Future Land Use Map*, which shows the requested area as High Density Residential.

The developer has submitted the required rezoning petitions consisting of signatures of more than 50% of the land area subject to the following rezonings, providing 82.29% for Area A, 60.17% for Area B of the property owners within 250 feet of the rezoning area.

Notifications of the public hearing were sent to the surrounding property owners within 350' of the property on December 7, 2023; and a legal notice of the proposed rezoning was published on December 8, 2023. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by December 6, 2023, providing the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed land use amendment and rezonings on December 19, 2023. During the public hearing there was discussion regarding the projects from City staff, the applicant, and multiple members of the public. A complete recap of the discussions and questions can be found in the minutes from the meeting. Additionally, members of the public who spoke at the meeting raised the following questions and concerns:

Ankeny Plan 2040 and Future Land Use Map

Several concerns were brought up about the Ankeny Plan 2040 Comprehensive Plan and the proposed changes to the Future Land Use Map. The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the City's vision for the future. It does not necessarily dictate how the community is to be developed, but is meant to serve as a guide for a possible future that could occur over the next 20 years. The Plans seeks to strike a balance among the many competing demands on land by creating development patterns that are orderly and rational, and provide the greatest benefits for individuals and the community as a whole. Through the development of this plan, citizens are asked to provide their input and turned into a collective vision for the future. The Ankeny Plan 2040 was officially adopted by the City Council on April 2, 2018, and has had six amendments since adoption. Comprehensive Plans are typically updated every five years based off of a community's growth and economic trends. The Polk County Comprehensive Plan shows this area as urban fringe which includes land within a portion of a City's identified growth area with a realistic opportunity of being annexed and converted to urbanized development within the Plan's time frame.

A major part of the Comprehensive Plan is the Future Land Use Map, which serves as a foundation for the growth and development patterns of the City. One important step in creating the future land use map is to examine the existing land use composition in a city. The distribution and amount of different existing land uses help guide future land use layouts. The final step before outlining the future land use plan is to define the type of future land uses to be present in Ankeny. Research and public input gathered during the planning process influenced the crafting of the current future land use plan. Over time, the distribution of land use categories may need to be adjusted to account for changes in population growth, consumer preferences or the local and national economy among other reasons. It is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable. Some of the goals that were laid out in the Ankeny Plan 2040, included providing neighborhoods that had a variety of residential uses, and to provide opportunities for higher density developments.

Need for Developable Land

Concerns were brought up about the need for multi-family and where some other similar sized projects within Ankeny are located. Currently there are approximately 1,100 acres remaining within the City limits that are undeveloped, this includes any land that has not been through some sort of development review, such as rezoning or platting. Taking a closer look, there is approximately 776 acres of undeveloped land north of 36th Street. The majority of the available land is currently shown as Low Density Residential, with little High Density Residential ground remaining. Over the past 10 years, the City of Ankeny has developed roughly 650 acres of land each year. That leaves a little less than two years of developable ground within the City's limits. Typically, in the past the City has tried to have a four-year supply of undeveloped land, as it takes time to get through the full entitlement process.

Hope Kimberley had previously asked for the entire 36.60 acres that make up Rezoning Area A, to become multi-family. The developer eventually ended up withdrawing that request, and has since made changes to their request including; reducing the multi-family area to 15 acres, adding 8.28 acres of parkland just south of the multi-family area, proposing single family transitions from the existing single-family homes, as well as substantial screening/buffering around the perimeter of the multifamily area, and design standards including 60% primary materials on all elevations. Possible similar developments on the north side of Ankeny, would be Fieldstone, which was developed at 15 units per acre on 44 acres approximately and Bricktowne at Piper, which was developed at 18 units per acre on approximately 27 acres.

Parkland

While there have been preliminary discussions on the amount of parkland and conceptual locations of parkland shown within the PUD, it is not something that the City specifically requires during the land use plan amendment and rezoning processes. Currently, the PUD assumes that 18.15 acres of parkland will be required and that 14.57 acres of parkland will be dedicated. Typically, details concerning dedicated parkland, access drives and street development are provided by the applicant and reviewed by staff during the platting process, which takes place once the rezoning and amendment process is complete. Parkland dedication will be required as part of the development and located appropriately. It would be expected that major collectors would have a trail on one side of the street.

Existing Plats and Restrictive Covenants

A concern was brought up about the existing Four Mile Four final plat and its private covenants, which makes up the western portion of the Land Use Plan Amendment and Rezoning Area A. Once land is annexed into the City, landowners would be able to plat their lots in accordance to Ankeny's Code. During the platting process any covenants or restrictions on existing lots could be modified or eliminated with the new plat.

Restrictive covenants, such as architectural guidelines, ensure not only a certain level of uniformity and standard of design, but also the consistent use of property within a neighborhood. While most neighborhoods/plats have restrictive covenants, some have a home owner's association that help enforce those covenants. The City of Ankeny does not enforce any private covenants, as it is a civil matter either between property owners and/or the home owner's association.

Transportation and Traffic Flows

Concerns were brought up about the future development of NE 126th Avenue and other streets in the area. Typically, City staff would review the anticipated traffic associated with a development via a traffic study that is provided by the applicant during the development process; preliminary plat, final plat and site plan. A traffic study is not required as part of the land use plan amendment or rezoning processes. Before any development occurs, plats and site plans are reviewed by staff and approved by the Commission and Council. Since this site is bordered by arterial streets; N Ankeny Boulevard to the west, NE Delaware Avenue to the east, and NE 126th Avenue to the north, traffic will need to be controlled and limited. The traffic study or memo would be required to determine any impacts the development's associated traffic may have on the area. Should staff deem the proposed uses to have a significant enough impact, public improvements would be required.

NE 126th Avenue is considered a major arterial and would most likely be improved in the future similarly to other major arterials. Most recent example would be NE 36th Street, just south of this area. As the area fully develops it would be expected this would be a 4-lane arterial street, similar to others in and around Ankeny. Staff would also expect NE Delaware Avenue and N Ankeny Boulevard to be improved in the future.

Summary

The conditions outlined above influence City staff in determining that the proposed change in land use from Low Density to High Density is appropriate. In addition, City staff also determines the proposed rezoning for Area A and Area B are also appropriate.

Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying from Low Density Residential to High Density Residential; and that the Plan and Zoning Commission recommend City Council approval of the request to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

Staff recommends that the Plan and Zoning Commission recommend City Council approval of the requests to rezone Area B, from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

October 20, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we submit herewith the following rezoning request to rezone approximately 64.76 acres located south of NE 126th Avenue/NE 72nd Street, east of Highway 69 (Ankeny Boulevard) and west of NE Delaware Avenue. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 36.60 acres to a Planned Unit Development and 28.16 acres to R-3 Multiple-Family Residence District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

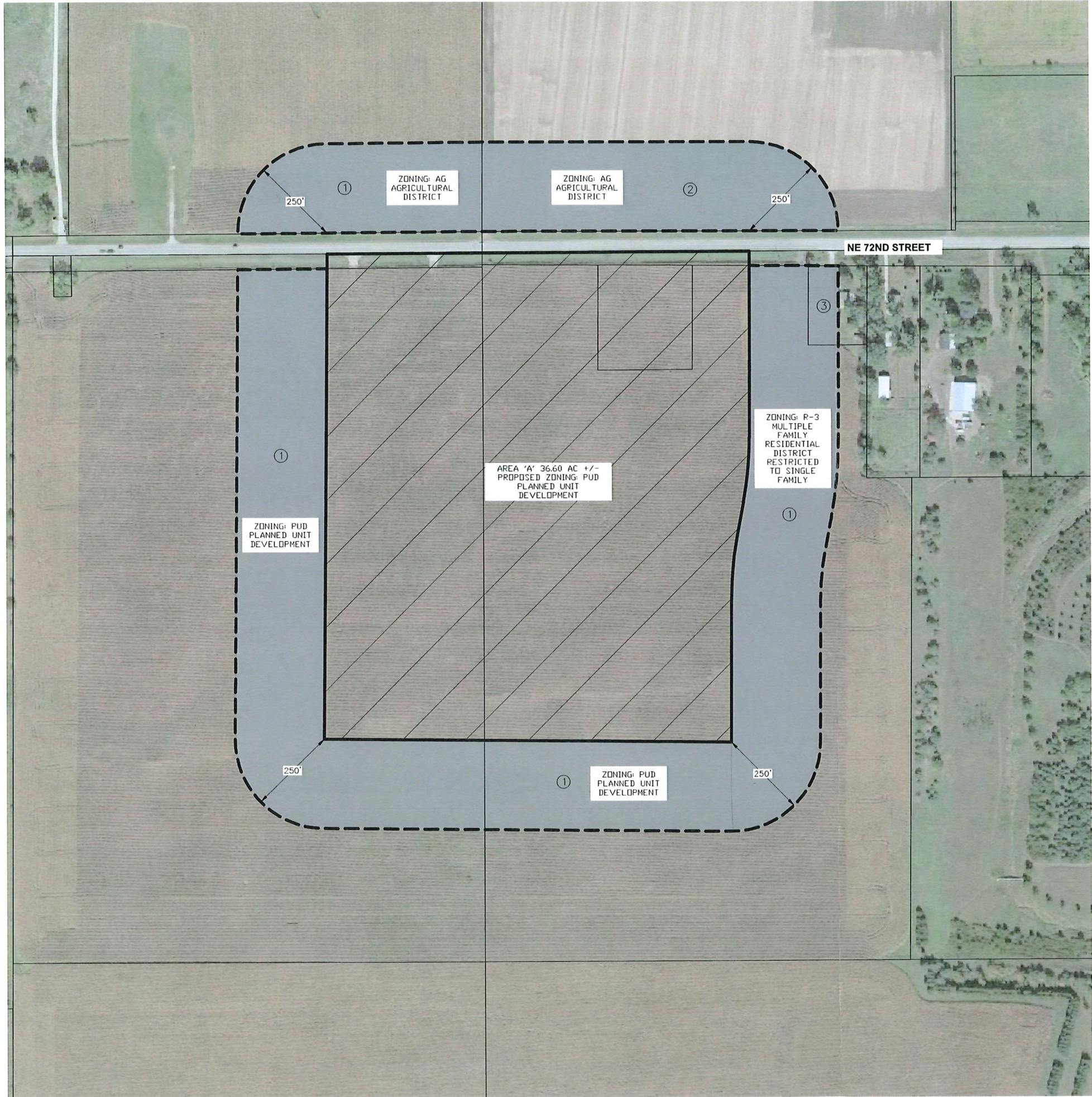
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



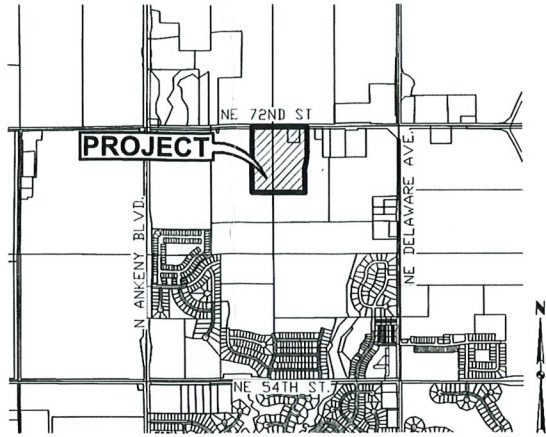
Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'A':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	27.24	82.29%	X
2	NORTHSTAR LTD	5.43	16.40%	
3	HUSS, EMILY & KEVIN	0.43	1.31%	
		33.10	100.00%	82.29%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain — Absent 0
APPROVED
Ti Rapp Chairperson
Shanda Chapman Secretary

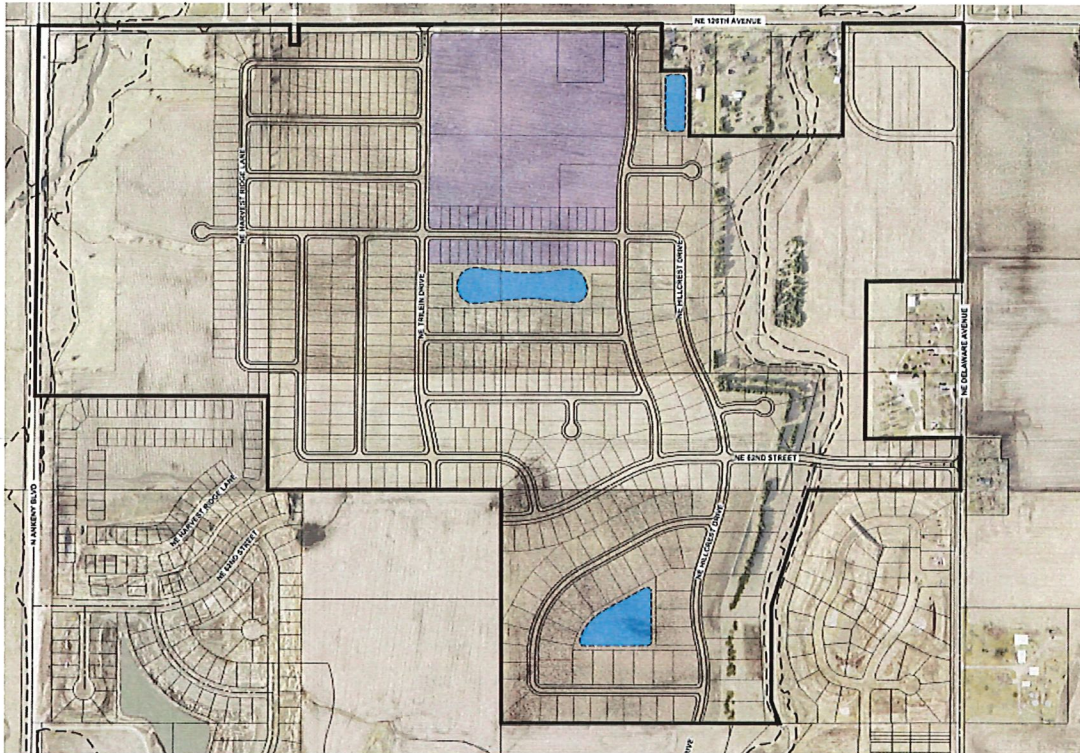
REVISIONS
DATE
10/20/2023
FIRST SUBMITTAL
TECH: MAE / MST
ENGINEER: EKO



HOPE KIMBERLEY PROPERTY
REZONING MAP - AREA 'A'
ANKENY, IOWA

HOPE KIMBERLEY PROPERTY

PLANNED UNIT DEVELOPMENT – PHASE 2



CITY OF ANKENY

Applicant:

Hope Kimberley, LLC
2785 N. Ankeny Blvd, Ste 22
Ankeny, Iowa 50023

Prepared by:



ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>January 3, 2024</u>
Ayes	<u>7</u> Nays <u>0</u> Abstain <u>—</u> Absent <u>0</u>
APPROVED	
<u>T. Rapp</u>	Chairperson
<u>Brenda Lutzberg</u>	Secretary

November 21, 2023

HOPE KIMBERLEY PROPERTY

Planned Unit Development

TABLE OF CONTENTS

1 THE PLAN

Overview Narrative
PUD Master Plan
Bulk Regulations

2 REZONING REQUEST

Rezoning Petition
Rezoning Map

3 SUPPORTING EVIDENCE

Supporting Evidence Statement
Parkland Dedication Calculation
Parkland Exhibit

4 ARCHITECTURAL CHARACTER

Architectural Character Statement

THE PLAN

Hope Kimberley Property - Ankeny

OVERVIEW NARRATIVE

The Hope Kimberley property consists of 284.22 acres offering a variety of uses including single-family residential, multi-family residential, commercial and parkland. The property is generally located west of NE Delaware Avenue, south of NE 72nd Street and east of Highway 69 (North Ankeny Boulevard). The property was annexed into the City of Ankeny in 2022 and came into the city as an R-1 zoning classification.

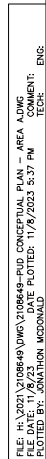
A portion of the property (36.60 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet and the development of multi-family residential housing. This product allows further diversity within the development and will allow a more affordable product for the residents. A city neighborhood park is being proposed that will be situated between the single family residential and multi-family residential properties. An additional park is being proposed in the northwest corner of the development that will be situated off a creek that runs north/south through the development.

Architecture will be enhanced to maintain curb appeal and blend into the other residential products by providing additional features such as front porches, stone/brick on the front elevation, front dormers, columns, front window accents and varied roof articulations. Examples of the architecture can be found further into this document.

This PUD establishes bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use, public street locations and city park location. A preliminary plat will be prepared for review by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

As detailed throughout the information provided, the Hope Kimberley PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing smaller lot sizes and a reduction in building setbacks. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development. A variety of architectural elements are being added to the homes being built within the PUD area to enhance curb appeal and additional landscaping is required to provide more trees to the property.

P.U.D. CONCEPTUAL PLAN



CLASS 'C' SCREEN (SECTION)

Hope Kimberley Property – Ankeny Planned Unit Development

BULK REGULATIONS

AREA 'A' – SINGLE-FAMILY RESIDENTIAL (50'+ Lots)

- Detached homes with minimum two-car attached
- Minimum Lot Width at front yard setback – 50 feet (One-Family Homes)
- Minimum Lot Width at front yard setback – 75 feet (Two-Family Homes)
- Minimum Lot Area – 6,000 s.f. (One-Family Home)
- Minimum Lot Area – 10,000 s.f. (Two-Family Home)
- Minimum Yard Requirements:
 - Front – 25 feet
 - Rear – 25 feet (covered or non-covered decks may extend into rear yard setback)
 - Side – 10 feet total (min. 5' one side)
- Additional Landscaping: A minimum of one overstory/ornamental tree shall be planted within the front yard of each lot.
- R-3 Zoning Regulations shall apply to any items not covered within this PUD

AREA 'A' – MULTI-FAMILY RESIDENTIAL

- R-3 Zoning Regulations shall apply to any items not covered within this PUD
- Minimum Yard Requirements:
 - Front – 30 feet
 - Rear – 35 feet
 - Side – 20 feet total (Min. 8' on one side) – 1 Story
 - Side – 22 feet total (Min. 9' on one side) - > 1 Story
- Sanitary sewer capacities will need to be evaluated at the time the multi-family project is developed.

REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

A PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT "Y", FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 69°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 150.22 FEET; THENCE SOUTHERLY 152° WEST, 571.47 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 141.47 FEET AND WHOSE CHORD BEARS SOUTH 05°25'24" WEST, 15.34 FEET; THENCE SOUTH 10°27'45" WEST, 24.18 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'24" WEST, 181.52 FEET; THENCE SOUTH 00°13'21" WEST, 199.16 FEET; THENCE NORTH 49°30'43" WEST, 114.10 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 69°43'12" EAST ALONG SAID NORTH LINE, 416.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.50 ACRES MORE OR LESS.

request that said real estate be rezoned from its present classification of R-1 to PUD for the purpose of allowing the following use(s):
Construction of single-family and multi-family residential housing.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

Jenna Kimberley
(owner name)

Jenna Kimberley
(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC

Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266

Signature: Jenna Kimberley

Date: 10/18/2023

Printed Name: Jenna Kimberley

Title: VP

Property Owner: _____

Address: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____



SUPPORTING EVIDENCE

Hope Kimberley Property - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to the Hope Kimberley Property will be from NE Delaware Avenue to the east, NE 72nd Street to the north, Highway 69 (North Ankeny Boulevard) to the west, NE Hillcrest Drive and NE 62nd Street to the south. Internal public streets will be extended throughout the development that connect to the major thoroughfares surrounding the property. Internal streets will be local public streets and collectors with on-street parking.

A more detailed traffic study will be prepared by a traffic engineer for the city to review.

PEDESTRIAN CIRCULATION

Five-foot wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities including the city park. An 8-foot wide public trail will be constructed on the south side of NE 72nd Street, the east side of NE Trilein Drive and the west side of NE Delaware Avenue. Pedestrian ramps will be provided at all major roadways such as North Ankeny Boulevard, NE Delaware Avenue and NE 72nd Street to connect the existing surrounding neighborhoods.

UTILITIES

Sanitary sewer service will be provided by connecting into an existing 18-inch sanitary sewer line to the south currently located within the Kimberley Estates development. A second connection will be provided in the future by the city of Ankeny in the southwest corner of the property. All sanitary sewer mains will be public.

Water main that will serve this development will come from a 12-inch watermain along NE Delaware Avenue, NE 72nd Street and NE Ankeny Boulevard. A 10-inch watermain will also be constructed along NE Trilein Drive and NE 62nd Avenue. All internal watermain will be 8-inch diameter.

Storm sewer will be provided within public right-of-ways and sized per city code ultimately discharging into one of the detention basins provided onsite. This particular site has two major creeks/drainageways that run through this site so discharge points will occur along these areas.

Franchise utilities will service the PUD with 10' public utility easements and 7' gas easements generally connecting to services along NE Delaware Avenue, NE Ankeny Boulevard and NE 72nd Street. These easements will be located adjacent to the public right-of-ways or within rear yards of residential lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Hope Kimberley property generally drains from a high point that runs through the center of the property to the east into an unnamed tributary of Fourmile Creek or the west directly into Fourmile Creek. Detention for the single-family residential areas will be provided in a combination of wet-bottom ponds provided throughout the site. Detention for the multi-family and commercial parcels will be provided onsite by the entity developing the property. All detention facilities shall be privately owned and maintained.

PARKS

Two public parks totaling approximately 21.76 acres in size within floodplain areas will be provided to satisfy parkland dedication requirements for all of the residential uses within the development. Parkland dedication calculations are included.

NEIGHBORHOOD AMENITIES

The areas shown as wet bottom ponds shall be privately owned and maintained by the neighborhood association. These amenities will only be accessible to the residents living within the Hope Kimberley development. Within this PUD area the developer is also proposing an area approximately 1.87 acres in size that will contain a clubhouse, pool and other outdoor amenities for use by the citizens within the overall Hope Kimberley development. These facilities will be privately owned and maintained by the homeowner's association.

PARKLAND DEDICATION CALCULATION

Hope Kimberley Property

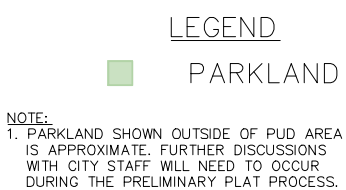
Ankeny, Iowa

AREA	ZONING	ACRES	Parkland % Required	Park Dedication Acres
A (Phase 1)	R-3 Rest. To 10 units/Ac	29.17	10%	2.92
B (Phase 1)	PUD	64.10	10%	6.41
D (Phase 1)	R-3 Rest. To Single Family	46.41	5%	2.32
E (Phase 1)	PUD	2.77	10%	0.28
F (Phase 1)	C-2	6.63	0%	0.00
A (Phase 2)	PUD	23.49	10%	2.35
B (Phase 2)	R-3	22.89	10%	2.29
	R-1	31.83	5%	1.59
	Private open space / ROW	75.29	0%	0.00
	Detention Ponds	5.81	0.00%	0.00
	City Park	14.57	0.00%	0.00
TOTAL		322.96		18.15

City Park Land Provided = 14.57 Acres

City Park Dedication Required = 18.15 Acres

*Note: Any additional parkland being required outside of what is being proposed as land dedication shall be provided to the city as a fee amount. Exact calculations and park land locations outside of PUD area shall be determined at the time preliminary platting occurs.



ARCHITECTURAL CHARACTER

Hope-Kimberley Property – Ankeny

ARCHITECTURAL CHARACTER STATEMENT

The following are examples of the type of architecture that will be constructed within the PUD area. A range of residential plans and custom features will be provided to promote curb appeal and a sense of neighborhood. Quality building materials will be used to construct the homes and natural colors such as earth tones, grays or natural wood colors will be used.









MULTI-FAMILY RESIDENTIAL

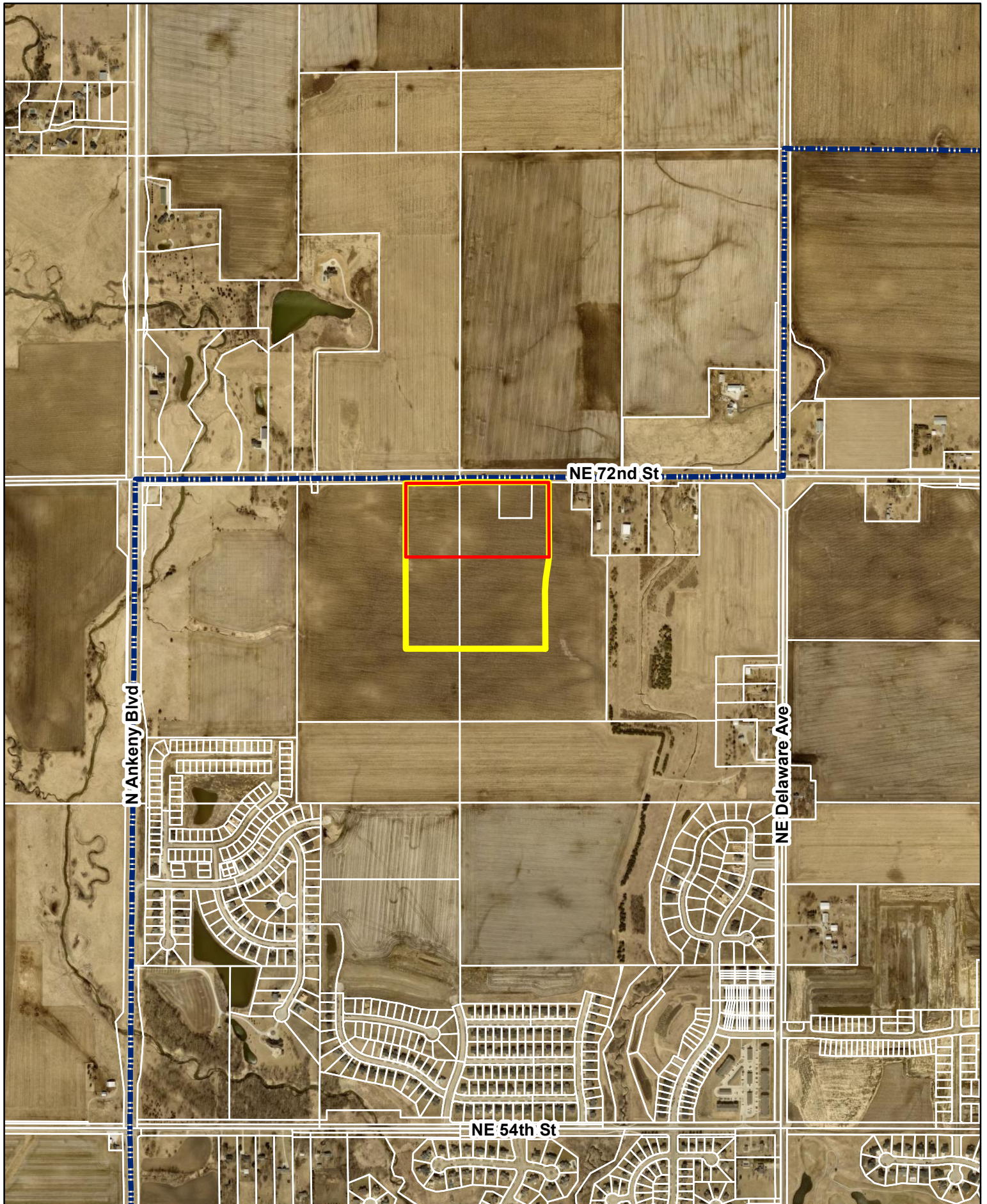


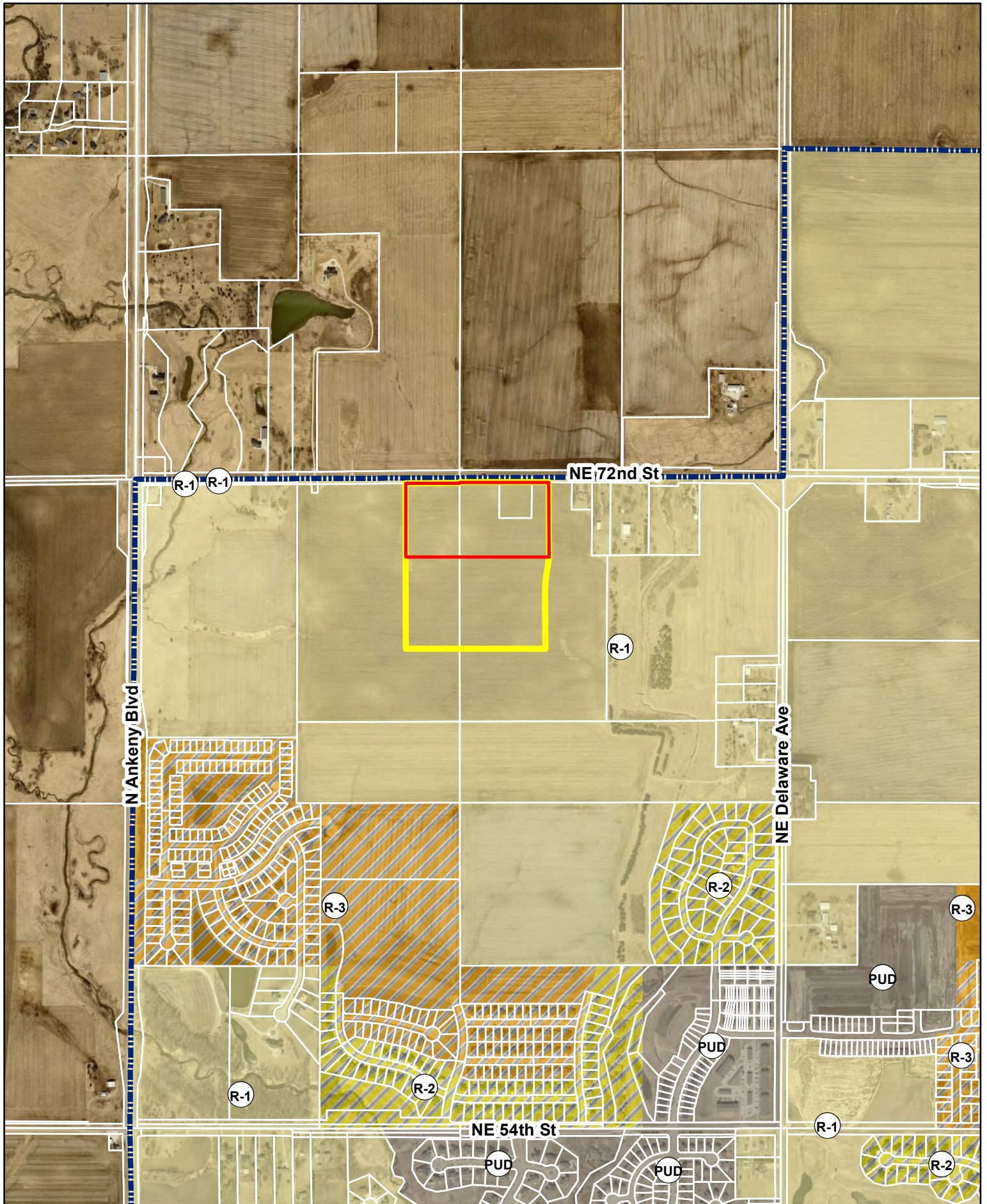
Multi-Family Building Material Requirements

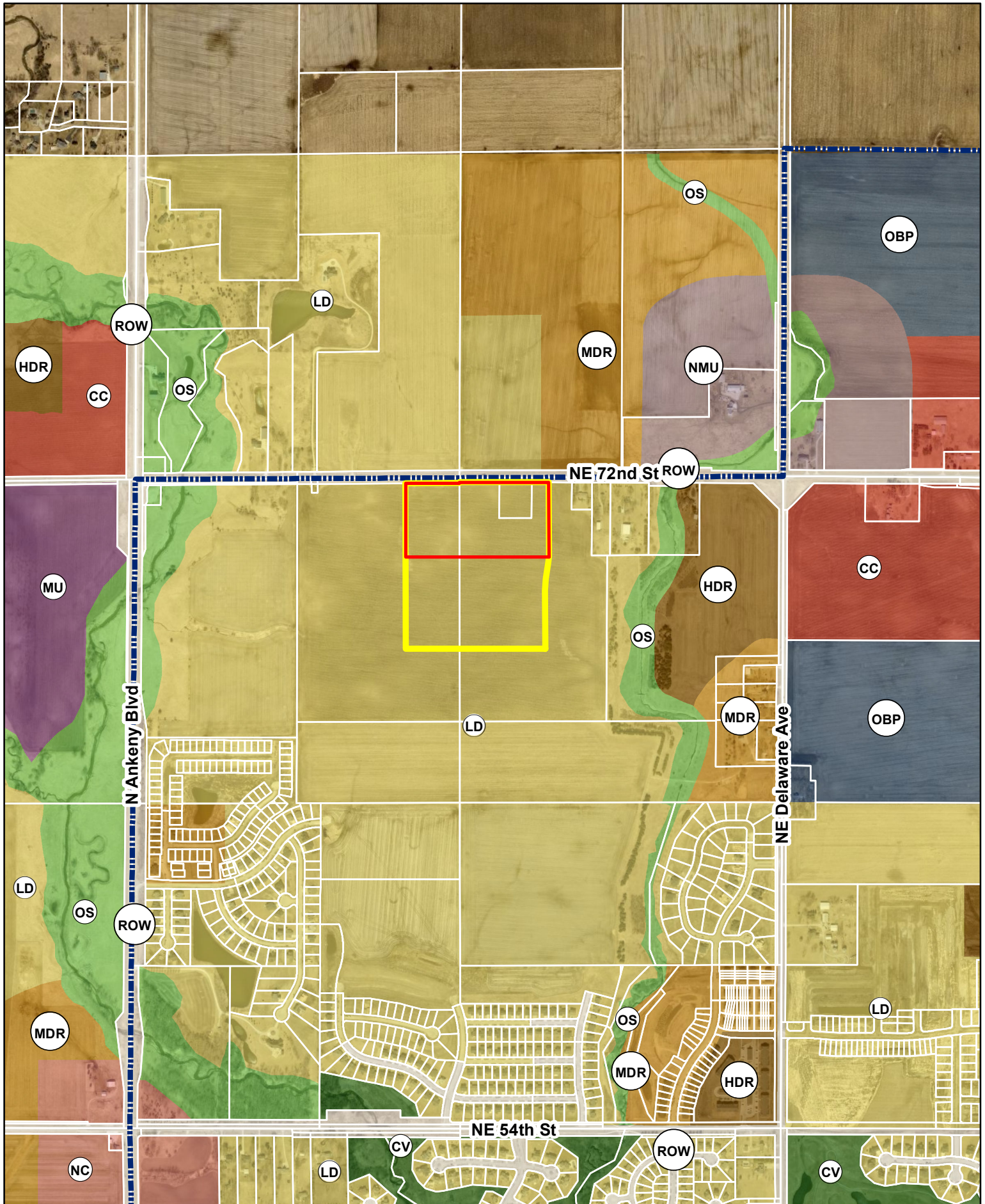
- 1) Buildings shall have good scale and maintain or enhance the established scale of buildings and sites of neighboring buildings and sites.
- 2) Materials selected for buildings shall provide compatible textures and colors with those of neighboring buildings.
- 3) Materials selected for buildings shall be compatible with the architecture of the building. Materials selected for suitability to the type of buildings and the design in which they are used. Materials should provide for strength and permanence.
- 4) All mechanical equipment or other utility hardware on roof, ground or buildings, refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from or located as not to be visible from public view, using materials consistent with the building and site.
- 5) Multiple buildings on the same site shall provide for compatible and complimentary design materials while limiting repetitive, monotonous design.
- 6) Specific Building Material Standards:
 - a. Base. All buildings will have a base, at least three feet in height, around the entire perimeter of the building that consists of a durable, permanent material, such as:
 - i. Brick, including full-depth and thin brick;
 - ii. Stone, including natural or cultured stone that simulates natural stone, limestone, granite, and marble;
 - iii. Architectural (textured, not smooth face) concrete masonry units (CMU), including split face, weathered face, sandblasted face, or ground face block;
 - iv. Pre-cast concrete; or,
 - v. Other similar durable material as approved by the Plan and Zoning Commission.
 - b. Primary Materials. The primary building materials used for exterior finishes must be of high-quality and durability. These include:
 - i. Brick, including full-depth and thin brick;
 - ii. Stone, including natural or cultured stone that simulates natural stone, limestone, granite, and marble;
 - iii. Glass;
 - iv. Architectural (textured, not smooth face) concrete masonry units (CMU), including split face, weathered face, sandblasted face, or ground face block;
 - v. Pre-cast concrete; or,
 - vi. Other similar high quality materials as approved by the Plan and Zoning Commission.
 - c. Secondary Materials. The secondary building materials used for exterior building walls include:
 - i. Stucco (Portland cement plaster) with three coats of metal lath or wire fabric lath;
 - ii. Exterior Insulation Finish System (EIFS), provided use of a wall drainage system (barrier wall systems are prohibited) and used only

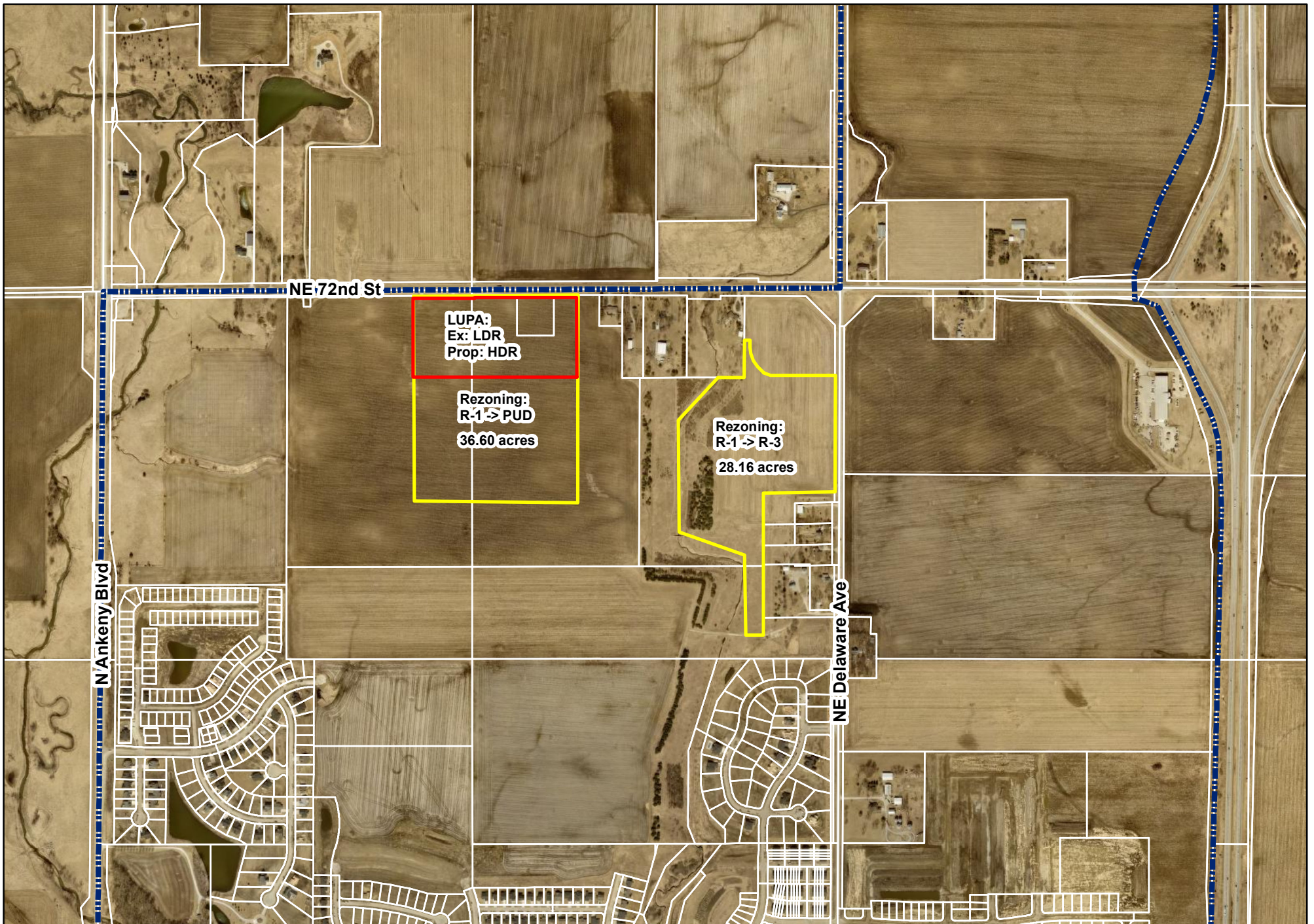
- above the base of the building;
 - iii. Lap siding (wood, composite, fiber cement, vinyl, steel or aluminum);
 - iv. Pre-finished architectural panel;
 - v. Architectural metal panel (minimum 26 gauge) with concealed fasteners;
 - vi. Metal siding with concealed fasteners; or,
 - vii. Other similar appropriate accent materials as approved by the Plan and Zoning Commission.
- d. Prohibited Materials. The following exterior walls, siding, and cladding are prohibited:
- i. Corrugated galvanized metal;
 - ii. Corrugated metal panel;
 - iii. Smooth-face concrete block;
 - iv. Vinyl siding (non-residential development);
 - v. Plastic siding;
 - vi. Plywood or wood fiber; and,
 - vii. Unfired clay, sand, or shale rock.
- e. Material Requirements. Set out in Table 192.02.01, are the minimum percentage of Primary materials required on the applicable building elevations within each Zoning District or identified, applicable land uses.

Table 192.02.01 Minimum Primary Material Requirements (% of each building wall)	
Districts or Uses	MF ³
Public-Facing ¹	60
Other Facades ²	60
Table Notes: 1. Public Facing refers to building elevation(s) fronting on or most directly facing a public street or a rear/side elevation that abuts a parking lot of a separate use, e.g., shopping center with pad sites. 2. Other Facades refers to interior side or rear elevations. 3. MF = Multiple Family Structures regardless of Zoning District.	









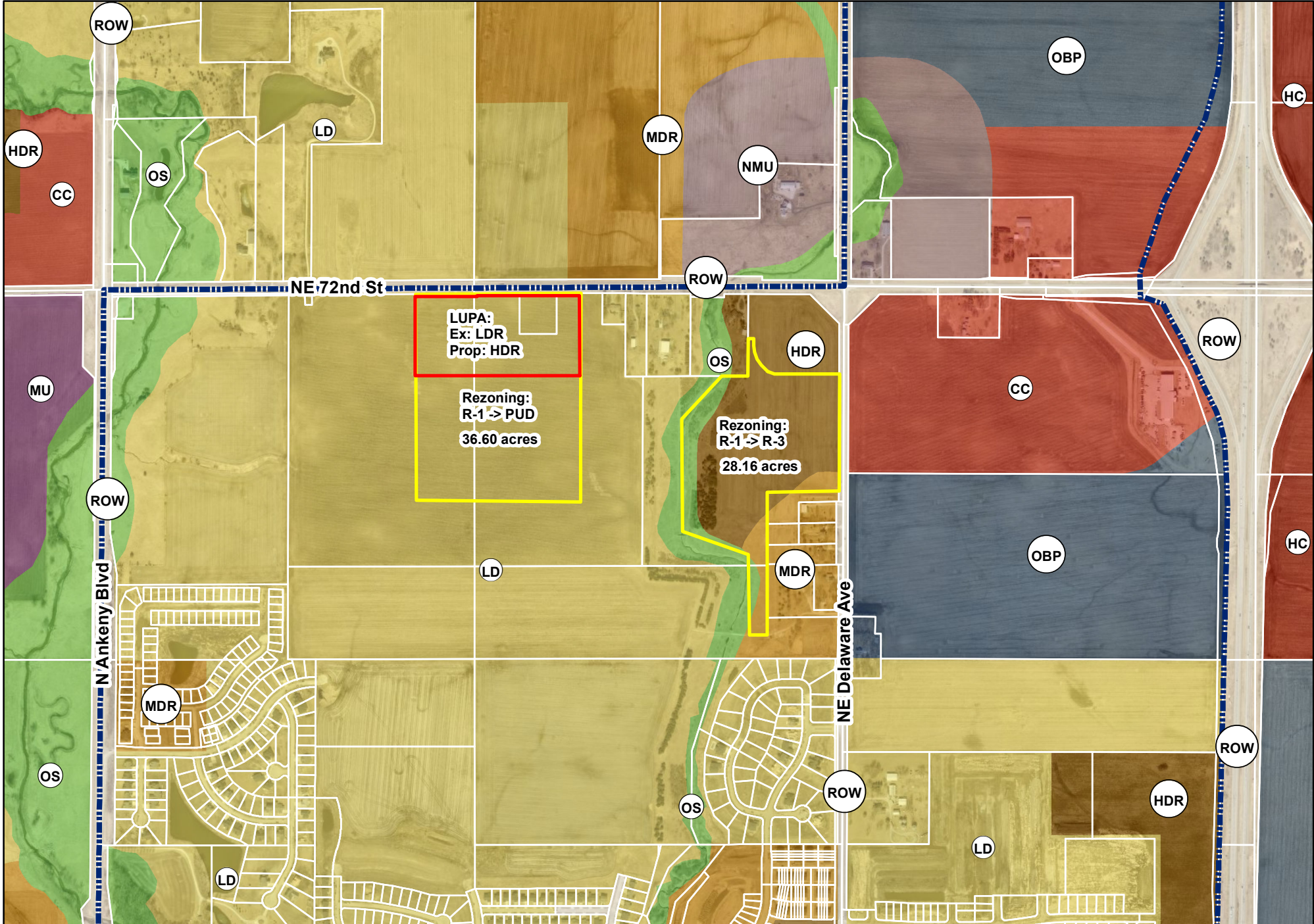
N



1 inch = 900 feet

Date: 12/14/2023

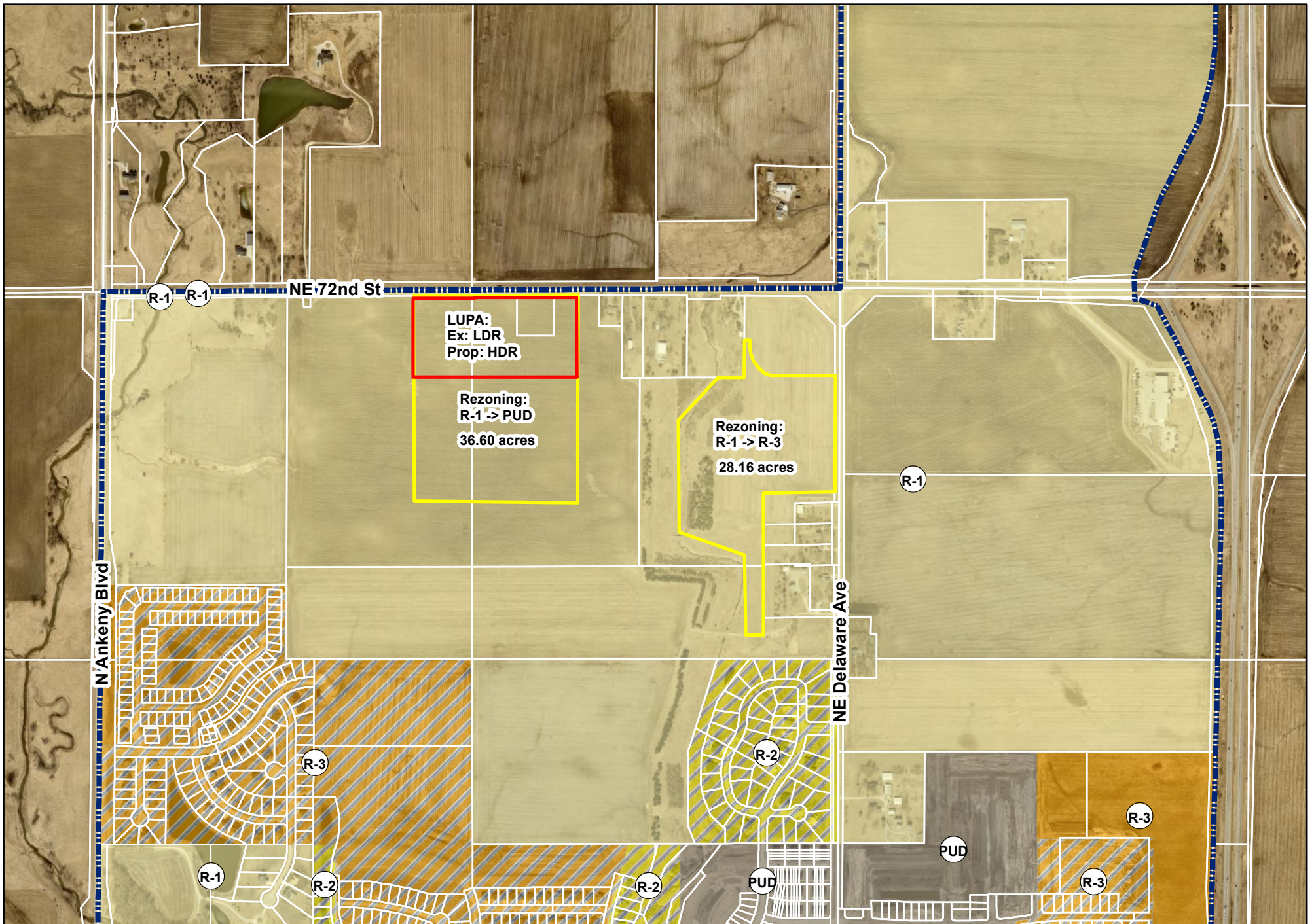
**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Aerial Map**



1 inch = 900 feet
Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Future Land Use Map**





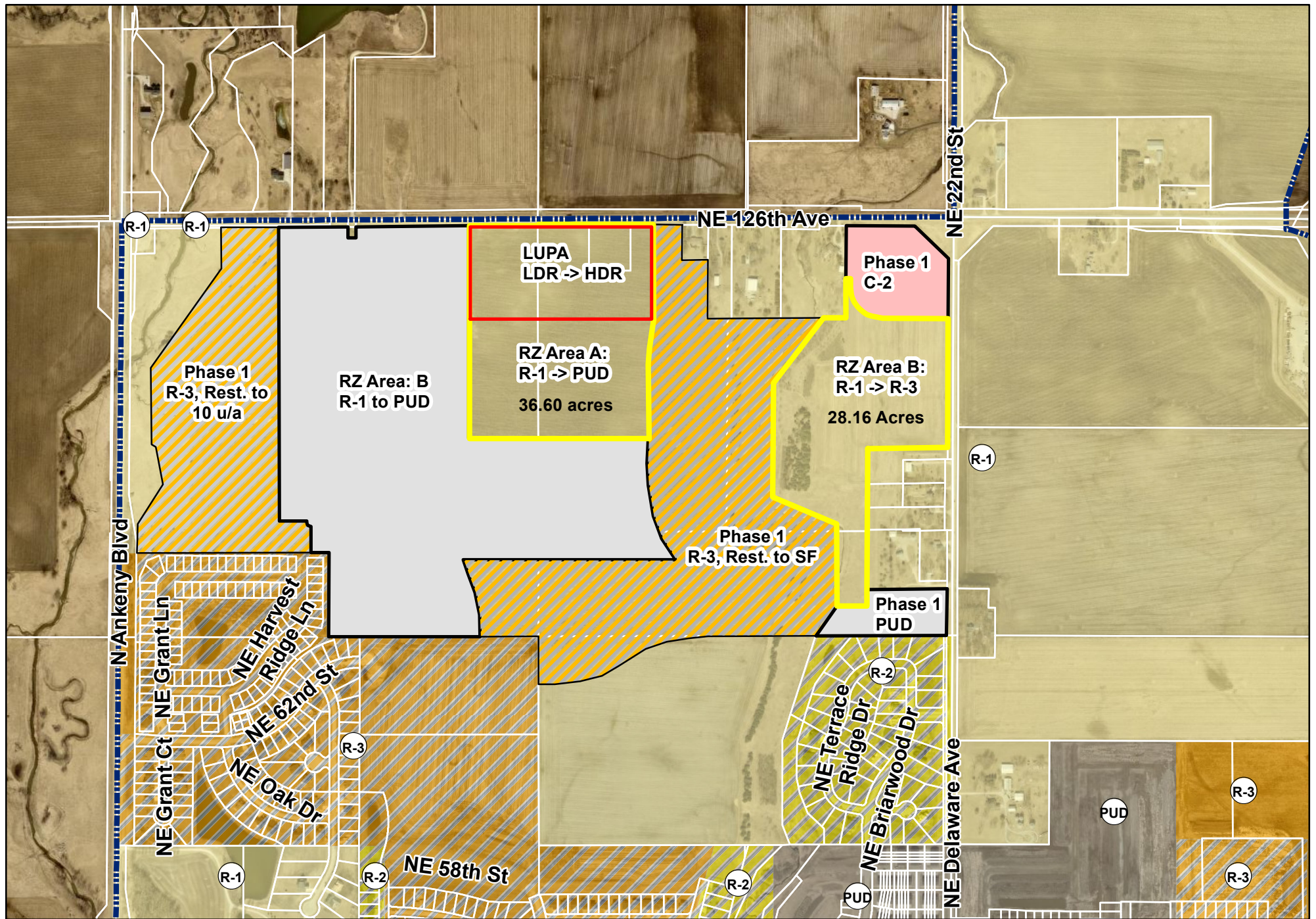
N



1 inch = 900 feet

Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Zoning Map**



1 inch = 800 feet

Date: 12/28/2023

Hope Kimberley Properties **Land Use Plan Amendments & Rezoning** **Updated Zoning Map**



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2024-06: Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain property owned by Hope Kimberley, LLC from R-1 One Family Residence District to R-3, Multiple Family Residence District (Rezoning Area B).

EXECUTIVE SUMMARY:

The applicant is requesting to rezone 28.16 acres (Area B) from R-1 One Family Residential District to R-3, Multiple Family Residence District. The area subject to the rezoning consists of portions of two parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. Properties to the north are zoned R-1, One-Family Residence District and C-2, General Retail, Highway-Oriented and central Business Commercial District, properties to the west are zoned R-3, Multiple-Family Residence District, restricted to single family, properties to the south are zoned R-1, One-Family Residence District and PUD, while properties to the east are zoned R-1, One-Family Residence District. This rezoning request is in conformance with the Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map, which shows the requested area as High Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On January 3, 2024, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residence District to R-3, Multiple Family Residence District (Rezoning Area B).

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on December 19, 2023.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-06.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Applicant Letter
 P&Z Approved Rezoning Area B Exhibit
 Aerial Map
 Zoning Map
 Future Land Use Map
 Combined Aerial Map
 Combined Future Land Use Map
 Combined Zoning Map
 Overall Hope Kimberley Project Map



PUBLIC HEARING 2024-06

5:30 P.M.

FEBRUARY 5, 2023

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2163 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope Kimberley LLC.

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

TO: R-3, Multiple-Family Residence District, Rezoning Area B

Layman's Description – approximately 28.16 acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

Notice of this hearing was published in the Des Moines Register on the 26th day of January, 2024 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2024-06.

Mayor

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

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, REZONING AREA B

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District (Rezoning Area B); and

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET; THENCE SOUTH 89°42'06" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS SOUTH 44°44'22" EAST, 353.79 FEET; THENCE SOUTH 89°46'18" EAST, 402.52 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°13'22" WEST ALONG SAID EAST LINE, 817.78 FEET TO THE NORTHEAST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE SOUTH 89°15'05" WEST ALONG THE NORTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 541.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST ALONG THE WEST LINE OF SAID PARCEL "2018-191", A DISTANCE OF 895.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST, 104.49 FEET; THENCE NORTH 89°04'19" WEST, 174.76 FEET; THENCE NORTH 00°12'25" EAST, 522.09 FEET; THENCE NORTH 67°10'04" WEST, 444.03 FEET; THENCE NORTH 00°13'22" EAST, 705.09 FEET; THENCE NORTH 32°56'05" EAST, 505.04 FEET TO THE SOUTH LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF THE NORTHEAST QUARTER; THENCE NORTH 89°42'59" EAST ALONG SAID SOUTH LINE, 171.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.16 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 28.16-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District (Rezoning Area B); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny Iowa, this 4th, day of March, 2024.

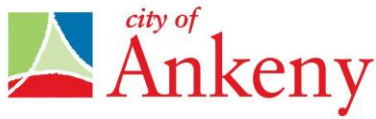
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 2/5/24 (P. Hrg.)
2nd Con 2/19/24
3rd Con 3/4/24**



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 19, 2023

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

CALL TO ORDER

Chair Ted Rapp called the December 19, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the December 19, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

Chair T.Rapp opened the public hearings.

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres; and, a proposed rezoning of 36.60 acres, Area A. There is also a proposed rezoning of 28.16 acres, Area B. The properties subject to the proposed map amendment and each rezoning consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue.

J.Heil stated the proposed Land Use Plan Amendment, LUPA 'A', consists of three parcels comprised of approximately 16.20 acres; currently classified as Low Density Residential (LDR). J.Heil said that the applicant is now proposing to reclassify the 16.20 acres to High Density Residential (HDR). He stated accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres, Area A from R-1 One Family Residential District to Planned Unit Development, PUD. J.Heil presented a concept for the LUPA 'A' and Rezoning A areas from the PUD book and provided information on the bulk regulations for the single-family lots, outlots including parkland and clubhouse; and the multi-family area including density, landscaping, architecture and building material requirements.

J.Heil further stated that the applicant is also requesting to rezone 28.16 acres, Area B from R-1 One Family Residential District to R-3, Multiple Family Residence District, which consists of rezoning portions of two parcels. He provided the current zoning for the properties surrounding the subject area. He said that this rezoning request is in conformance with The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map, which shows the requested area as High Density Residential. J.Heil said the developer has submitted the required rezoning petitions and all legal notifications were met for all three requests. Staff will present a complete staff report at the next Plan and Zoning Commission meeting.

Meeting Minutes
Plan and Zoning Commission

T.Rapp inquired whether the lots to the east of the north/south roadway shown on the concept were part of the previous PUD request. J.Heil stated, yes.

T.Flack asked if staff could provide examples of other high-density residential areas that are of similar size to these parcels within the community and what they actually look like built-out. E.Jensen responded that they will provide the information in the complete staff report.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale, Iowa on behalf of the developer, Bill Kimberley. She commented that staff gave a good overview of the request. She said that since the last time these requests were brought before the Commission, specifically the PUD area, the developer has taken the 30 acres that they were originally proposing for multi-family and have cut it in half by adding open space for parkland. She would be happy to answer any questions.

T.Rapp asked for clarification on the parkland that was shown on the conceptual plan. Erin Ollendike responded that nothing definite has been decided for the parkland areas and would be provided later.

Kevin Huss, 1957 NE 126th Avenue said that he and his family are against the LUPA 'A'. He said The Ankeny Plan 2040 Future Land Use Map shows Low Density Residential and that is what they were expecting next to them. He is not clear about why the change to high density is needed in this area and feels the need should not be because the developer wants it. He has looked at the PUD book, and commented that the acres of parkland are not clearly stated and he would like some clarification. He thanked the Commission for their time.

Chris Seuntjens, 2075 NE 126th Avenue said in regard to the Rezoning B request, he is against it being rezoned to R-3. He commented that they were expecting to see nice homes with large lots in the R-1 zoning. He has concerns with where and how the traffic will flow, if there are apartments. He said that he is not against development but there seems to be a large volume of apartments in Ankeny. He would like to see the area zoning stay as R-1. He thanked the Commission for their time.

Jeremy Nefzger, 1558 NE 126th Avenue said he is against the LUPA 'A' and Rezoning A requests. He shared that a portion of the requested area is covered by the covenants and restrictions of the Four Mile Four subdivision. He wanted to bring to the Commission's attention Article IV, Section 1. Use, which states: *"All lots shall be for residential home, single-family use, and shall not be occupied by more than one family or two unrelated persons and their family."* He thanked the Commission for their time.

Chair T.Rapp shared that staff will provide information regarding the questions/comments that were made during the public hearing in their full staff report, which will be presented at the next Plan and Zoning Commission meeting on January 3, 2024 at 6:30 p.m.

Motion by L.West to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Land Use Plan Amendment 'A'. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by T.Ripper to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Rezoning Area A. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to close the public hearing, and receive and file documents for Hope Kimberley Property Phase 2 Rezoning Area B. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 3, 2024

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

CALL TO ORDER

Chair Ted Rapp called the January 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the January 3, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

BUSINESS ITEMS

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres from Low Density Residential to High Density Residential; a request to rezone 36.60 acres, Area A, from R-1 One Family Residential District to Planned Unit Development, PUD and a request to rezone 28.16 acres, Area B, from R-1 One Family Residential District to R-3, Multiple Family Residence District. He noted that the properties are located south of NE 126th Avenue, and west of NE Delaware Avenue. J.Heil provided a brief overview of the PUD Conceptual Plan for Rezoning Area A, which includes, Outlot Y proposed as multi-family, Outlot Z dedicated as parkland, Outlot X proposed to be privately owned amenities and single-family lots to the south. J.Heil also provided an overview of Rezoning Area B, which is proposed to be rezoned from R-1, One Family Residential District to R-3, Multiple Family Residence District. He presented a map of the surrounding properties, which showed current zoning in the area. J.Heil proceeded to respond, in detail, with information that addressed the questions that were raised during the public hearing, which included concerns about changing the Future Land Use Map, whether there is a need for more developable multi-family land and provided examples of similar multi-family developments within the community for reference, the amount and location of parkland within the proposed PUD area, the existence of restrictive covenants for the Four Mile Four county plat, and traffic concerns. He commented that it is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable.

Staff's position is that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

Meeting Minutes
Plan and Zoning Commission

T.Rapp asked for clarification on the covenants for the Four Mile Four final plat. J.Heil responded that if the property is annexed into the City of Ankeny, and the land is platted, the covenants could then be modified or eliminated.

Jenna Kimberley, Kimberley Development Corporation and Erin Ollendike, Civil Design Advantage, said that they would answer any questions the Commission may have.

Motion by L.West to recommend City Council approval of the request by Hope Kimberley, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA A, from Low Density Residential to High Density Residential. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area A) from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by A.Renaud to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area B) from R-1, One-Family Residence District to R-3 Multiple-Family Residence District. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

Agenda Item: Hope Kimberley Properties Phase 2 - Land Use Map Amendment and Rezoning – Action
Report Date: December 28, 2023 *ESC*
Prepared By: Jake Heil
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential.

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD.

That the Plan and Zoning Commission recommend City Council approval of the request Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

Project Report

Hope Kimberley LLC is requesting an amendment to the Ankeny Plan 2040 Comprehensive Plan *Figure 12.10, Future Land Use Map*. This amendment is accompanied by two rezonings. The properties subject to the proposed map amendment and rezonings consist of five parcels that are approximately 64.76 acres; and are located south of NE 126th Avenue, and west of NE Delaware Avenue. The proposed land use map amendment and rezonings are as follows:

LUPA and Rezoning Area A:

The property subject to the proposed Land Use Plan Amendment consists of three parcels comprising of approximately 16.20 acres; and is located south of NE 126th Avenue and 1,600 feet west of the NE Delaware and NE 126th Avenue intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential (LDR). The applicant is now proposing to reclassify the future land use to High Density Residential (HDR). The Future Land Use Map indicates surrounding properties to the amendment area as Low Density Residential.

Existing: Low Density Residential (LDR)
This land use category is dominated by single-family detached dwellings with a typical density of 1 to 5 dwelling units per acre and may include the continuation of existing agricultural operations. Typical lot sizes will range from 7,500 to 15,000 sq. ft. Lots should include public or private street frontage and driveway access and may also be served by an alleyway. Development in this area may include residential clustered developments, religious, educational, and institutional uses and structures; and public and private parks and recreational areas and structures.

Proposed: High Density Residential (HDR)
This land use category is designed for multi-family dwelling units both horizontally or vertically attached with two or more dwelling units, typically referred to as apartments or condominiums. Also, included in this category are mobile home subdivisions or parks. Densities are generally 12+ dwelling units per acre. Units may or may not have public street frontage and may be served by an alleyway. Garages may be tuck-under, first floor, or stand-alone garage units in a common parking area. Uses may also include horizontally attached single-family dwellings; manufactured housing developments; religious, educational, and institutional uses and structures; child day care centers; and public and private parks and recreational areas and structures.

Accompanying the Land Use Plan Amendment request, is a request to rezone 36.60 acres (Rezoning Area A) from R-1 One Family Residential District to Planned Unit Development, PUD. Properties to the north are zoned Agricultural District, Polk County and properties to the east, west and south are zoned PUD.

The Hope Kimberley Property PUD's concept shows a total of 40 single-family lots and three outlots. Outlot Y is being proposed as multi-family, Outlot Z would be dedicated to the City as parkland and Outlot X will be privately owned and maintained by the developer where they plan to build a clubhouse and other amenities. The bulk regulations for the single-family area within the PUD are: Minimum Lot Width – 50 ft, Minimum Two-Family Lot Width – 75 ft, Front Yard Setback – 25 ft, Rear Yard Setback – 25 ft, Side Yard Setback – min 5 ft one side. The bulk regulations for the multi-family area would be: Front Yard – 25 ft, Rear Yard – 35 ft, Side Yard – 15 ft, with a maximum density of 18 units per acre. The PUD book also details a berm with landscaping around the perimeter of the multi-family area, different types of architecture character for single-family and multi-family and specific building material requirements for the multi-family area with a minimum of 60% primary building materials required on all elevations.

In addition to the above land use plan amendment and rezoning, the applicant is also requesting to rezone an additional area:

Rezoning Area B:

The applicant is also requesting to rezone 28.16 acres (Area B) from R-1 One Family Residential District to R-3, Multiple Family Residence District. The area subject to the rezoning consists of portions of two parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. Properties to the north are zoned R-1, One-Family Residence District and C-2, General Retail, Highway-Oriented and central Business Commercial District, properties to the west are zoned R-3, Multiple-Family Residence District, restricted to single family, properties to the south are zoned R-1, One-Family Residence District and PUD, while properties to the east are zoned R-1, One-Family Residence District. This rezoning request is in conformance with the Ankeny Plan 2040 Comprehensive Plan *Figure 12.10, Future Land Use Map*, which shows the requested area as High Density Residential.

The developer has submitted the required rezoning petitions consisting of signatures of more than 50% of the land area subject to the following rezonings, providing 82.29% for Area A, 60.17% for Area B of the property owners within 250 feet of the rezoning area.

Notifications of the public hearing were sent to the surrounding property owners within 350' of the property on December 7, 2023; and a legal notice of the proposed rezoning was published on December 8, 2023. The Zoning Ordinance also requires that the applicant of a proposed rezoning post public notification signage. The applicant posted the signage by December 6, 2023, providing the required seven days of notification for the proposed rezoning before the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed land use amendment and rezonings on December 19, 2023. During the public hearing there was discussion regarding the projects from City staff, the applicant, and multiple members of the public. A complete recap of the discussions and questions can be found in the minutes from the meeting. Additionally, members of the public who spoke at the meeting raised the following questions and concerns:

Ankeny Plan 2040 and Future Land Use Map

Several concerns were brought up about the Ankeny Plan 2040 Comprehensive Plan and the proposed changes to the Future Land Use Map. The Ankeny Plan 2040 is a Comprehensive Plan with goals and objectives that establish the City's vision for the future. It does not necessarily dictate how the community is to be developed, but is meant to serve as a guide for a possible future that could occur over the next 20 years. The Plans seeks to strike a balance among the many competing demands on land by creating development patterns that are orderly and rational, and provide the greatest benefits for individuals and the community as a whole. Through the development of this plan, citizens are asked to provide their input and turned into a collective vision for the future. The Ankeny Plan 2040 was officially adopted by the City Council on April 2, 2018, and has had six amendments since adoption. Comprehensive Plans are typically updated every five years based off of a community's growth and economic trends. The Polk County Comprehensive Plan shows this area as urban fringe which includes land within a portion of a City's identified growth area with a realistic opportunity of being annexed and converted to urbanized development within the Plan's time frame.

A major part of the Comprehensive Plan is the Future Land Use Map, which serves as a foundation for the growth and development patterns of the City. One important step in creating the future land use map is to examine the existing land use composition in a city. The distribution and amount of different existing land uses help guide future land use layouts. The final step before outlining the future land use plan is to define the type of future land uses to be present in Ankeny. Research and public input gathered during the planning process influenced the crafting of the current future land use plan. Over time, the distribution of land use categories may need to be adjusted to account for changes in population growth, consumer preferences or the local and national economy among other reasons. It is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable. Some of the goals that were laid out in the Ankeny Plan 2040, included providing neighborhoods that had a variety of residential uses, and to provide opportunities for higher density developments.

Need for Developable Land

Concerns were brought up about the need for multi-family and where some other similar sized projects within Ankeny are located. Currently there are approximately 1,100 acres remaining within the City limits that are undeveloped, this includes any land that has not been through some sort of development review, such as rezoning or platting. Taking a closer look, there is approximately 776 acres of undeveloped land north of 36th Street. The majority of the available land is currently shown as Low Density Residential, with little High Density Residential ground remaining. Over the past 10 years, the City of Ankeny has developed roughly 650 acres of land each year. That leaves a little less than two years of developable ground within the City's limits. Typically, in the past the City has tried to have a four-year supply of undeveloped land, as it takes time to get through the full entitlement process.

Hope Kimberley had previously asked for the entire 36.60 acres that make up Rezoning Area A, to become multi-family. The developer eventually ended up withdrawing that request, and has since made changes to their request including; reducing the multi-family area to 15 acres, adding 8.28 acres of parkland just south of the multi-family area, proposing single family transitions from the existing single-family homes, as well as substantial screening/buffering around the perimeter of the multifamily area, and design standards including 60% primary materials on all elevations. Possible similar developments on the north side of Ankeny, would be Fieldstone, which was developed at 15 units per acre on 44 acres approximately and Bricktowne at Piper, which was developed at 18 units per acre on approximately 27 acres.

Parkland

While there have been preliminary discussions on the amount of parkland and conceptual locations of parkland shown within the PUD, it is not something that the City specifically requires during the land use plan amendment and rezoning processes. Currently, the PUD assumes that 18.15 acres of parkland will be required and that 14.57 acres of parkland will be dedicated. Typically, details concerning dedicated parkland, access drives and street development are provided by the applicant and reviewed by staff during the platting process, which takes place once the rezoning and amendment process is complete. Parkland dedication will be required as part of the development and located appropriately. It would be expected that major collectors would have a trail on one side of the street.

Existing Plats and Restrictive Covenants

A concern was brought up about the existing Four Mile Four final plat and its private covenants, which makes up the western portion of the Land Use Plan Amendment and Rezoning Area A. Once land is annexed into the City, landowners would be able to plat their lots in accordance to Ankeny's Code. During the platting process any covenants or restrictions on existing lots could be modified or eliminated with the new plat.

Restrictive covenants, such as architectural guidelines, ensure not only a certain level of uniformity and standard of design, but also the consistent use of property within a neighborhood. While most neighborhoods/plats have restrictive covenants, some have a home owner's association that help enforce those covenants. The City of Ankeny does not enforce any private covenants, as it is a civil matter either between property owners and/or the home owner's association.

Transportation and Traffic Flows

Concerns were brought up about the future development of NE 126th Avenue and other streets in the area. Typically, City staff would review the anticipated traffic associated with a development via a traffic study that is provided by the applicant during the development process; preliminary plat, final plat and site plan. A traffic study is not required as part of the land use plan amendment or rezoning processes. Before any development occurs, plats and site plans are reviewed by staff and approved by the Commission and Council. Since this site is bordered by arterial streets; N Ankeny Boulevard to the west, NE Delaware Avenue to the east, and NE 126th Avenue to the north, traffic will need to be controlled and limited. The traffic study or memo would be required to determine any impacts the development's associated traffic may have on the area. Should staff deem the proposed uses to have a significant enough impact, public improvements would be required.

NE 126th Avenue is considered a major arterial and would most likely be improved in the future similarly to other major arterials. Most recent example would be NE 36th Street, just south of this area. As the area fully develops it would be expected this would be a 4-lane arterial street, similar to others in and around Ankeny. Staff would also expect NE Delaware Avenue and N Ankeny Boulevard to be improved in the future.

Summary

The conditions outlined above influence City staff in determining that the proposed change in land use from Low Density to High Density is appropriate. In addition, City staff also determines the proposed rezoning for Area A and Area B are also appropriate.

Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying from Low Density Residential to High Density Residential; and that the Plan and Zoning Commission recommend City Council approval of the request to rezone Area A from R-1, One-Family Residence District to PUD, Planned Unit Development.

Staff recommends that the Plan and Zoning Commission recommend City Council approval of the requests to rezone Area B, from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

October 20, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we submit herewith the following rezoning request to rezone approximately 64.76 acres located south of NE 126th Avenue/NE 72nd Street, east of Highway 69 (Ankeny Boulevard) and west of NE Delaware Avenue. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 36.60 acres to a Planned Unit Development and 28.16 acres to R-3 Multiple-Family Residence District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

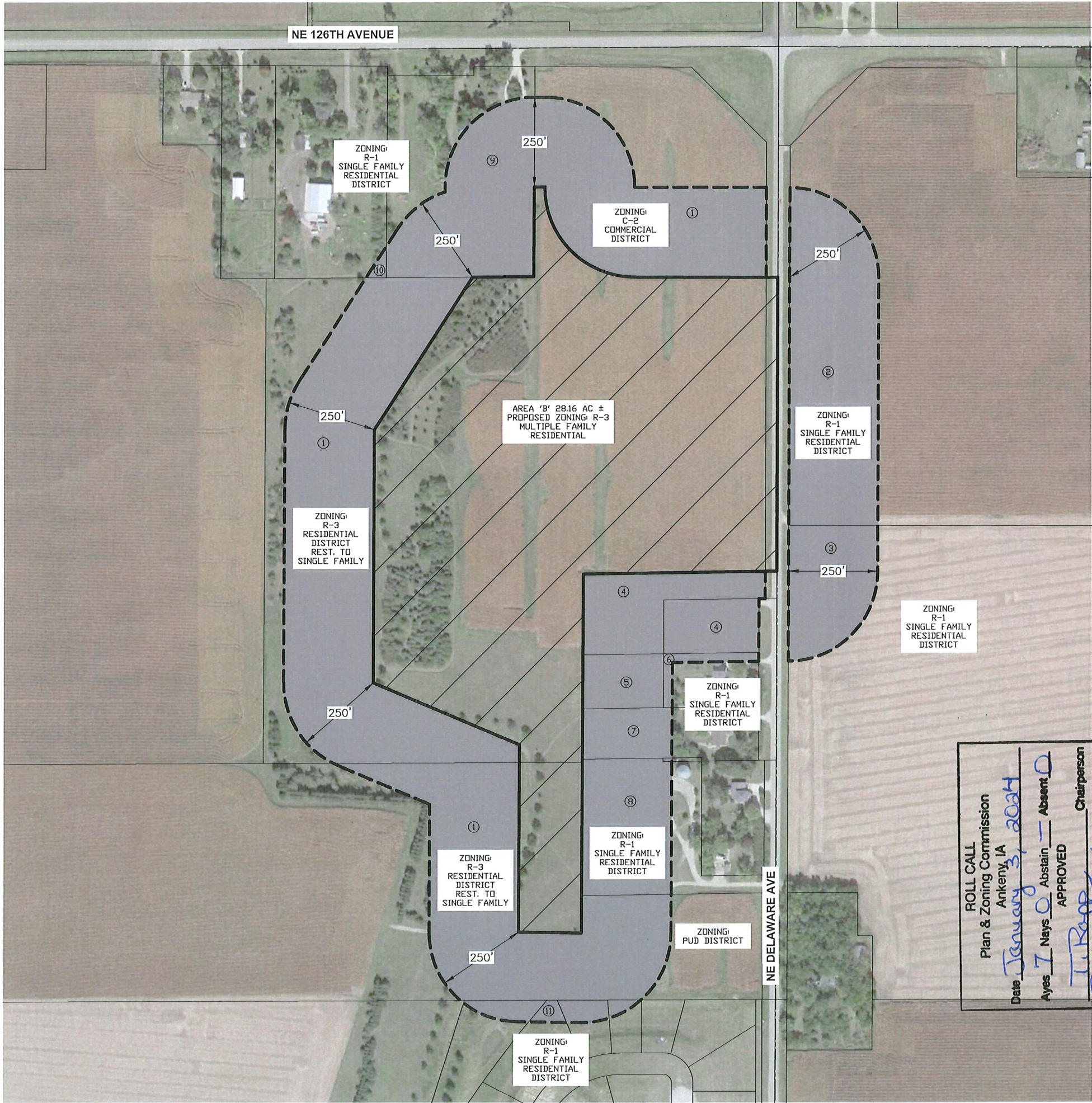
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

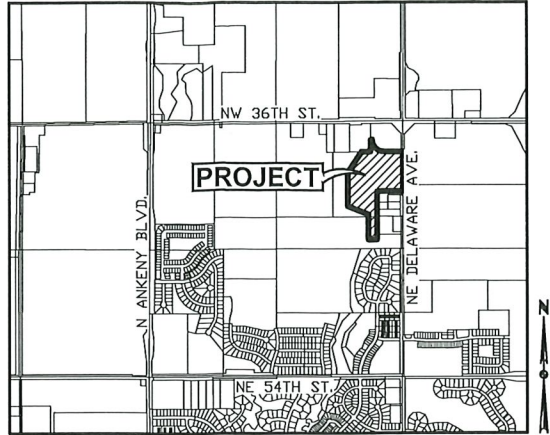
cc: Jenna Kimberley, Kimberley Development Corporation



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain 1 Absent 0
APPROVED
Chairperson T. Rapp
Secretary Brandi Chappman

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: R-3 - MULTIPLE FAMILY RESIDENTIAL

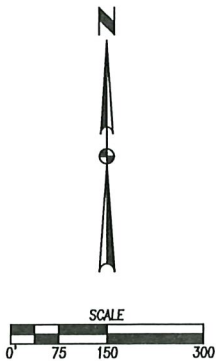
REZONING DESCRIPTION - AREA 'B':

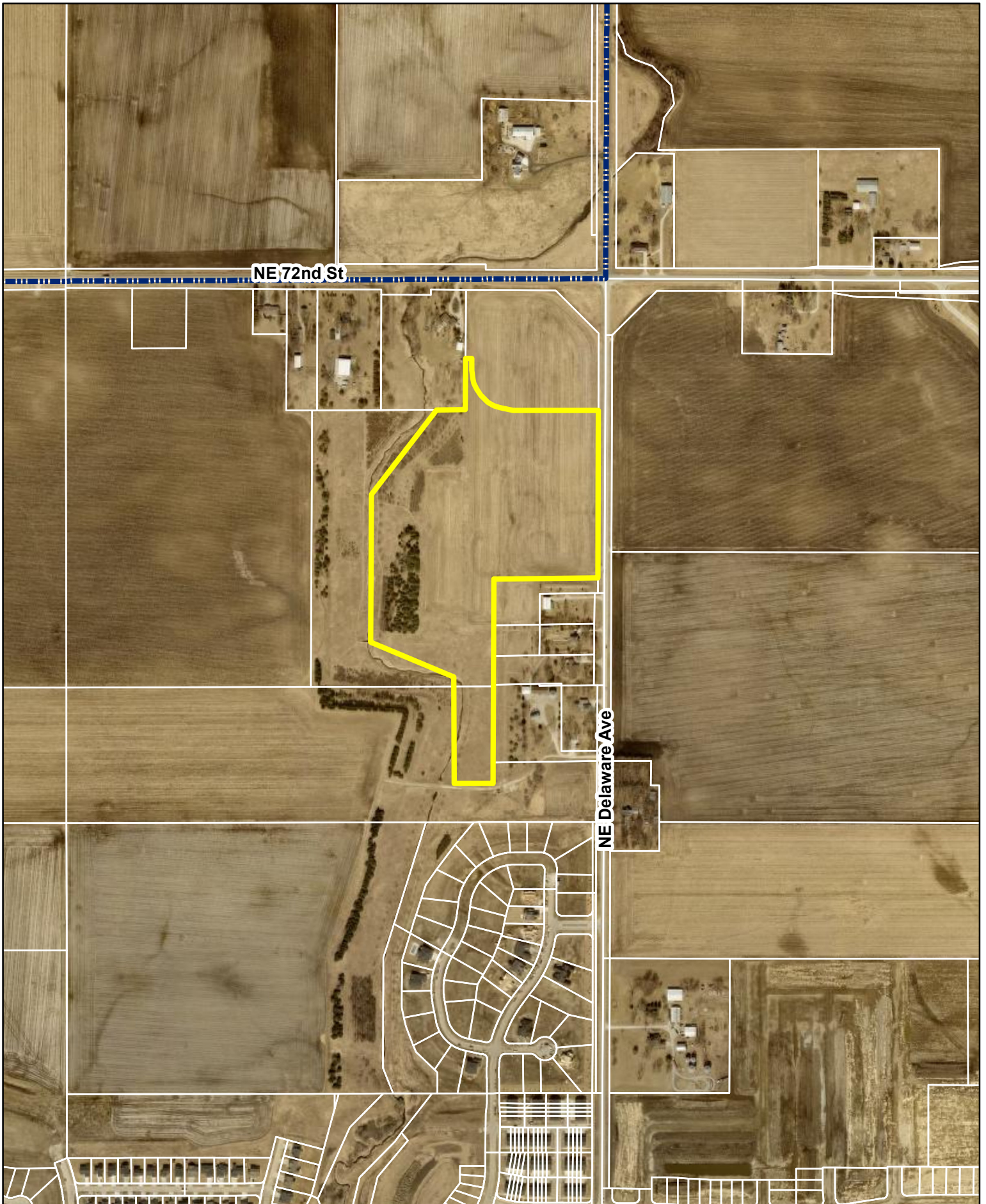
A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET; THENCE SOUTH 89°42'06" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS SOUTH 44°44'22" EAST, 353.79 FEET; THENCE SOUTH 89°46'18" EAST, 402.52 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°13'22" WEST ALONG SAID EAST LINE, 817.78 FEET TO THE NORTHEAST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE SOUTH 89°15'05" WEST ALONG THE NORTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 541.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST ALONG THE WEST LINE OF SAID PARCEL "2018-191", A DISTANCE OF 895.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST, 104.49 FEET; THENCE NORTH 89°04'19" WEST, 174.76 FEET; THENCE NORTH 00°12'25" EAST, 522.09 FEET; THENCE NORTH 67°10'04" WEST, 444.03 FEET; THENCE NORTH 00°13'22" EAST, 705.09 FEET; THENCE NORTH 32°56'05" EAST, 505.04 FEET TO THE SOUTH LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF THE NORTHEAST QUARTER; THENCE NORTH 89°42'59" EAST ALONG SAID SOUTH LINE, 171.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.16 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	20.2	53.72%	X
2	RUETER, TODD & ALEX; PAIGE BENLAALA	5.1	13.55%	
3	HOPE K FARMS LLC	1.9	4.95%	X
4	ABDUHL, ALAN	2.6	6.84%	
5	ABDUHL, WAYNE	0.8	2.06%	
6	KEASLER, SAMUEL & KEASLER	0.2	0.60%	
7	HAUS, JILL & SHANNON	0.8	2.14%	
8	VAN DYKE, JUDITH & ROBIN	2.2	5.81%	
9	SEUNTJENS, CHRISTOPHER & IRENE	3.3	8.67%	
10	GROVE, KELLY & KATIE	0.1	0.15%	
11	BILL KIMBERLEY, LC	0.6	1.50%	X
		37.5	98.50%	60.17%

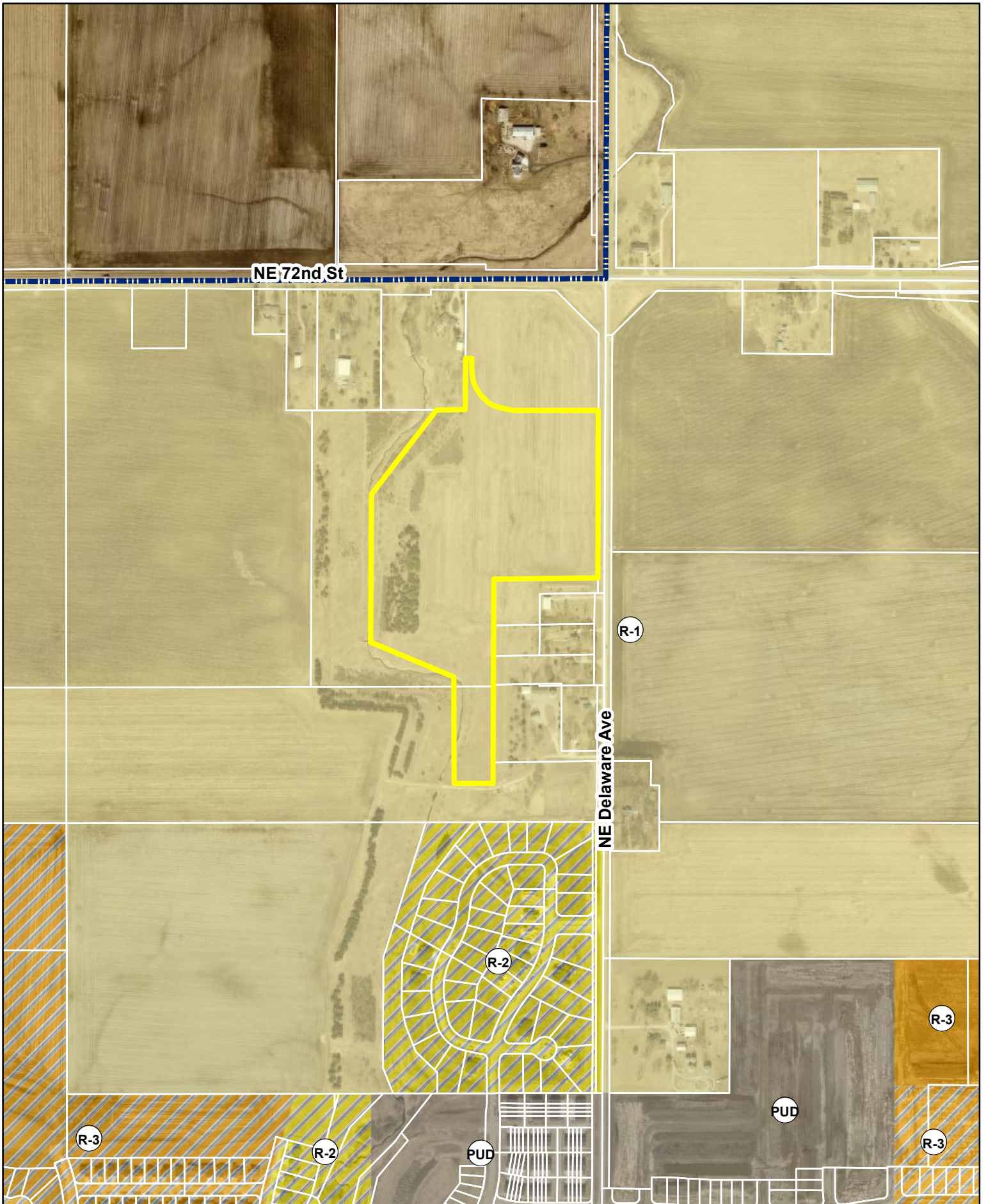




1 inch = 600 feet

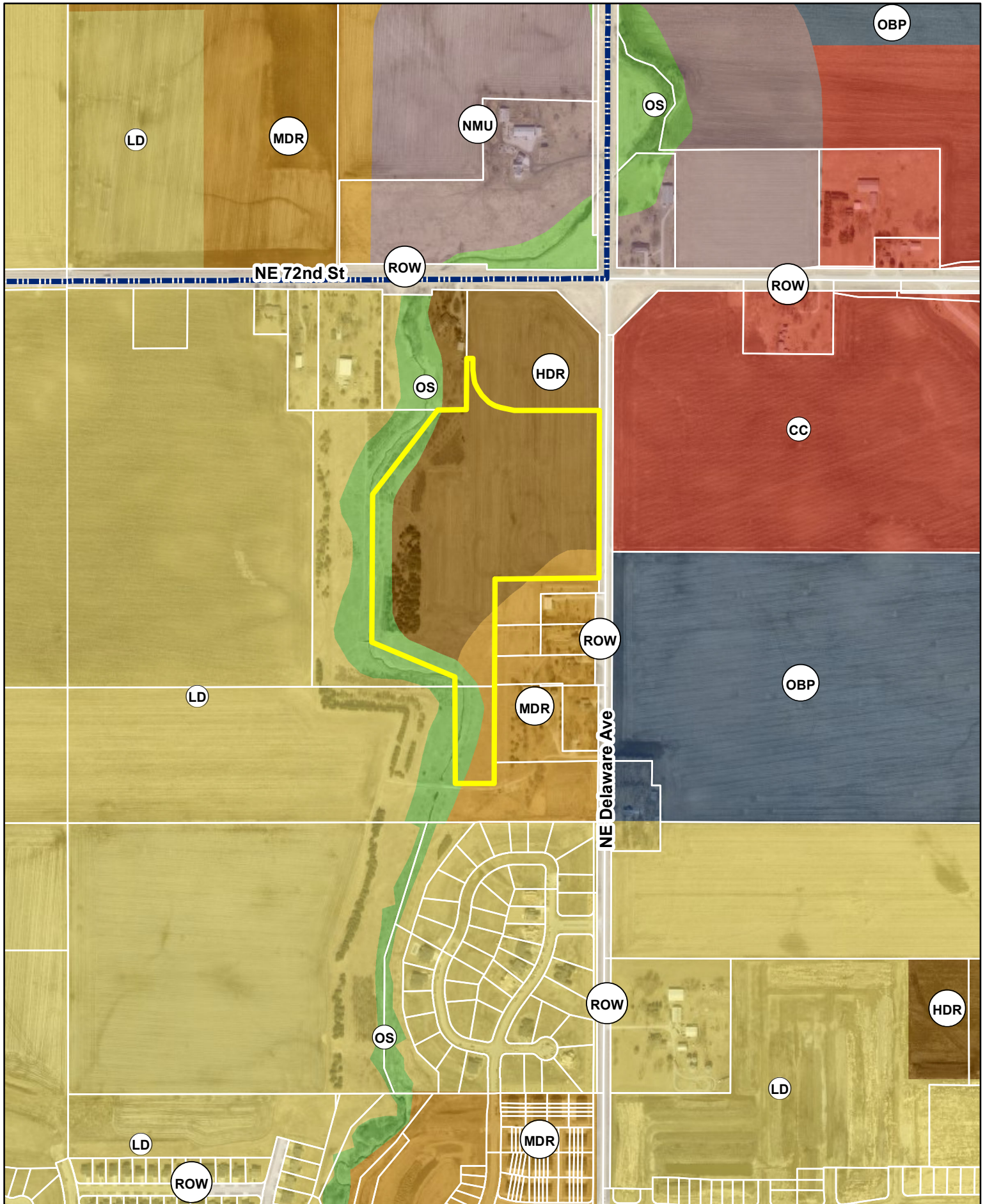
Date: 12/14/2023

**Hope Kimberley Properties Phase 2
Rezoning Area B
Aerial Map**



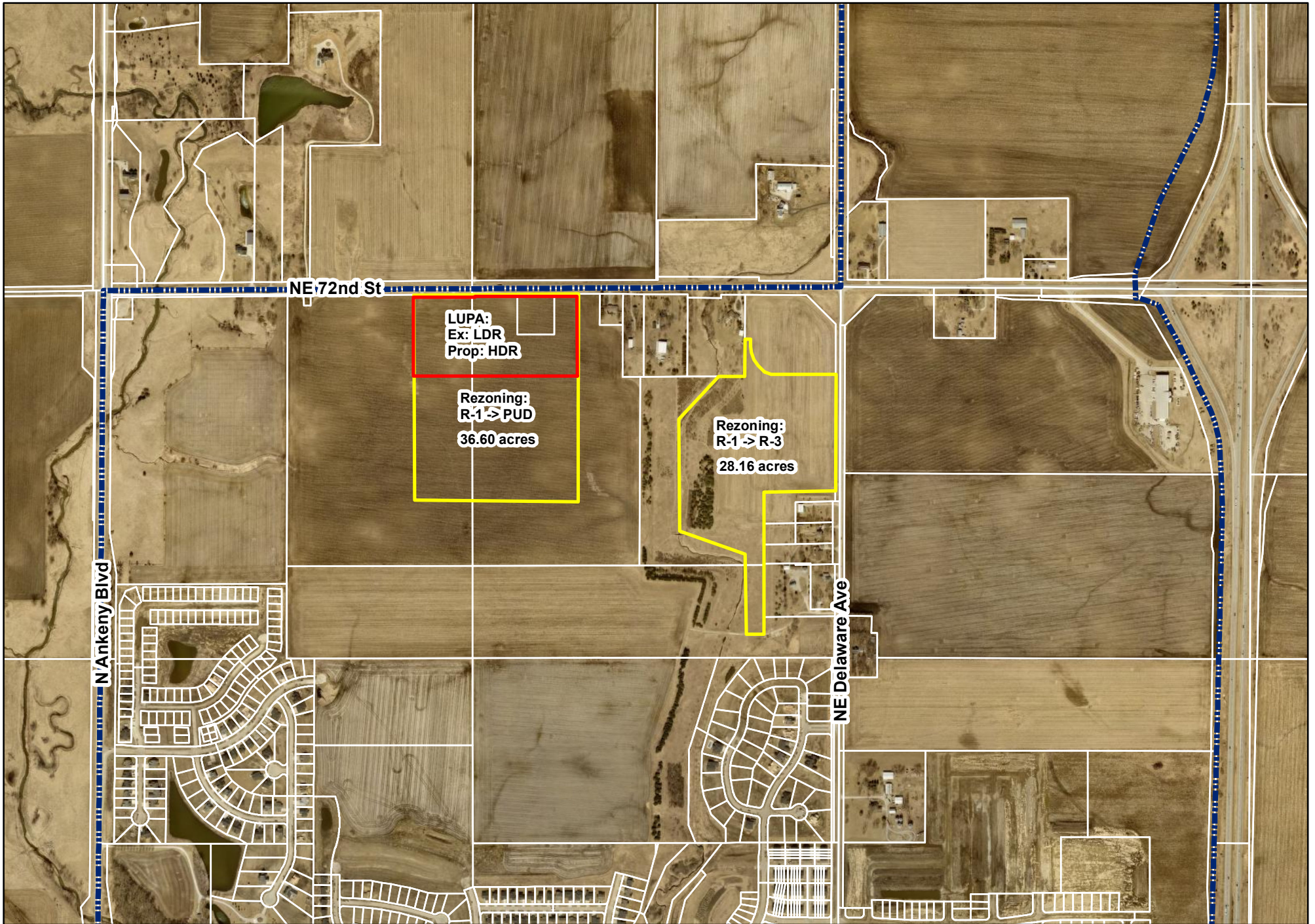
1 inch = 600 feet
Date: 12/14/2023

Hope Kimberley Properties Phase 2 Rezoning Area B Zoning Map



N
1 inch = 600 feet
Date: 12/14/2023

**Hope Kimberley Properties Phase 2
Rezoning Area B
Future Land Use Map**



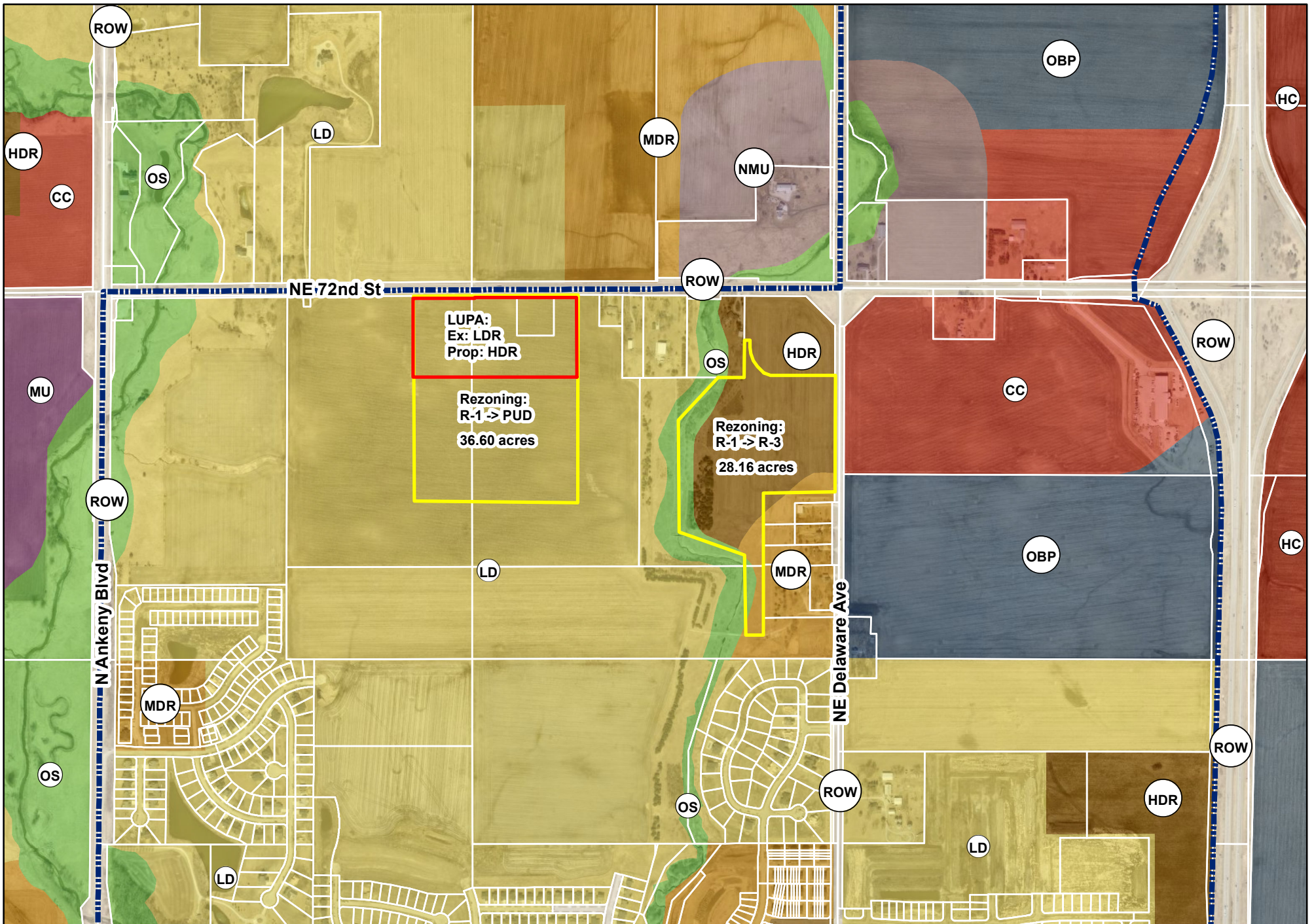
N



1 inch = 900 feet

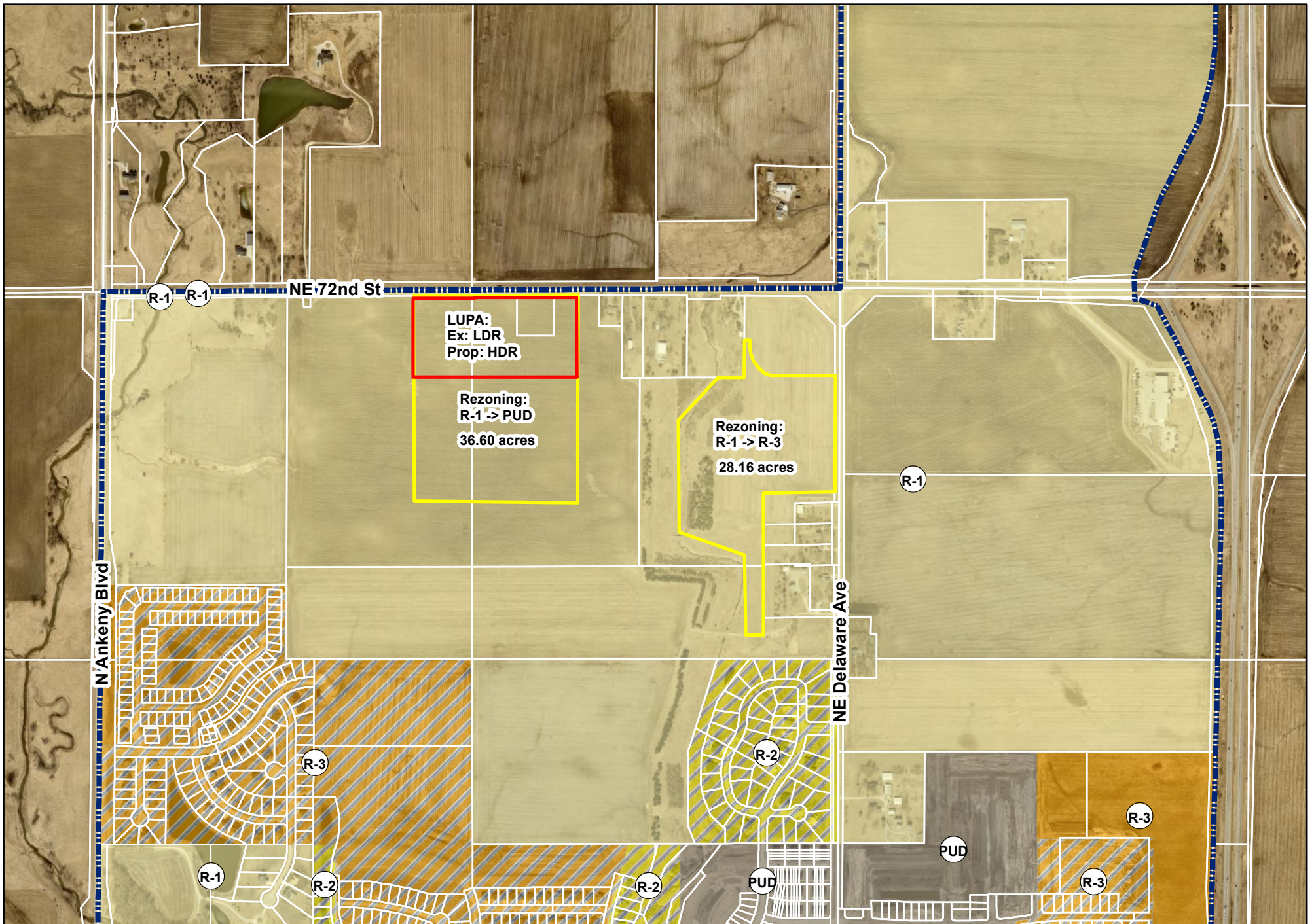
Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Aerial Map**



1 inch = 900 feet
Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Future Land Use Map**



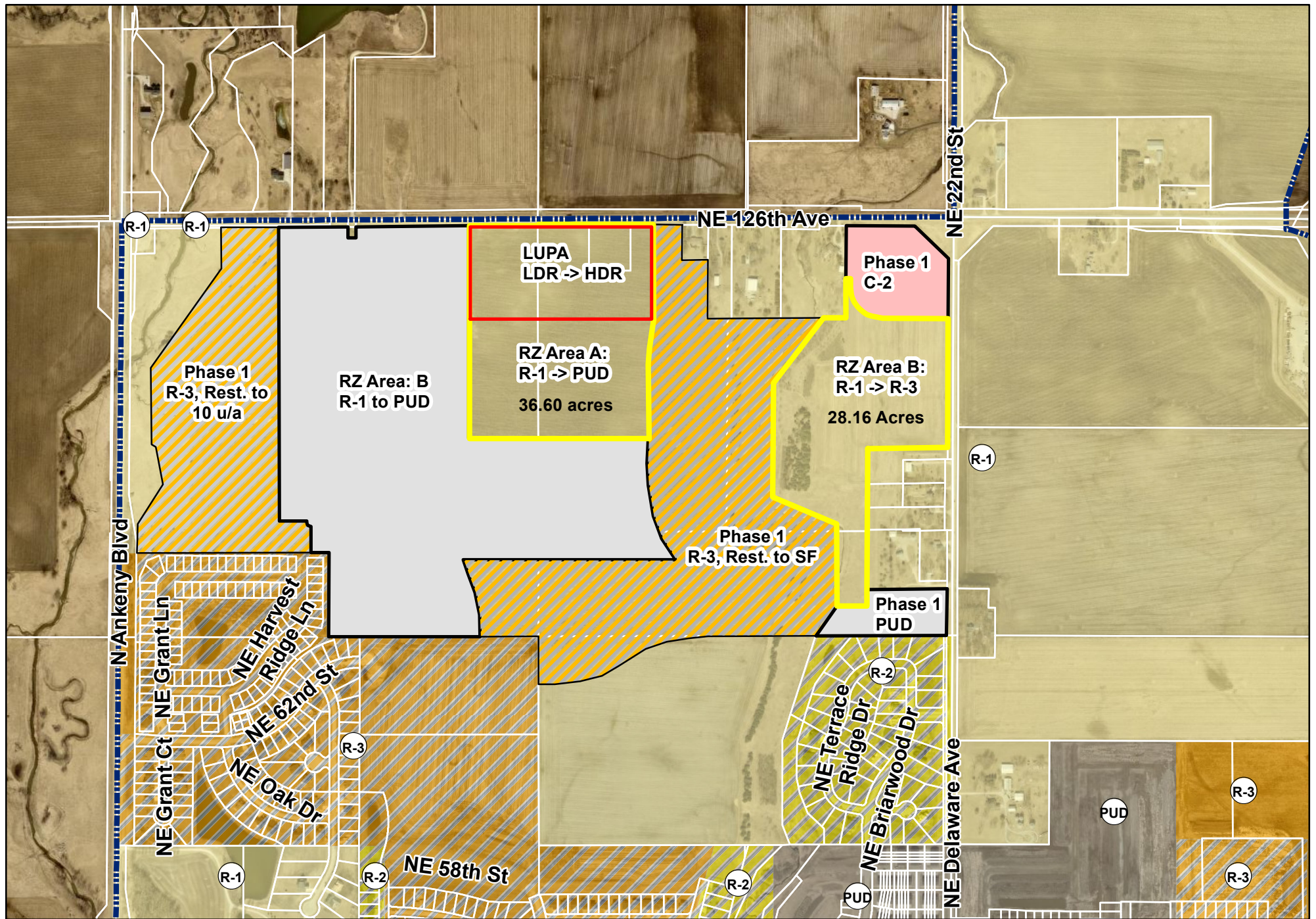
N



1 inch = 900 feet

Date: 12/14/2023

**Hope Kimberley Properties - Phase 2
Land Use Plan Amendment & Rezoning
Zoning Map**



1 inch = 800 feet

Date: 12/28/2023

Hope Kimberley Properties
Land Use Plan Amendments & Rezoning
Updated Zoning Map



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Public Hearing

LEGAL:
No Review Required

SUBJECT:

PH 2024-07:

Proposed Permanent Electrical Easement - NW Water Tower

EXECUTIVE SUMMARY:

The Municipal Utilities Department has completed the design for the NW Water Tower Project that will need to provide a Permanent Electrical Easement to Mid-American Energy so they can provide electrical service to the tower. Since the land is owned by the City of Ankeny and this easement area will be given to Mid-American Energy, a public hearing is required to allow residents to bring their questions or concerns to our attention. The notice was published in the Des Moines Register on January 19, 2024.

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

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2024 and 2025.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the Permanent Electrical Easement to allow for public comment.
2. Approve Resolution, to donate said land to Mid-American Energy to provide electrical service to the NW Water Tower.
3. Approve Mayor to execute the easement documents.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 2, 2024: The City Council approved a Resolution ordering this public hearing date as February 5, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-07.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Project Location Map
 Construction Plans
 Easement Exhibit



PUBLIC HEARING 2024-07

5:30 P.M.

FEBRUARY 5, 2024

**PROPOSED PERMANENT ELECTRIC EASEMENT – MIDAMERICAN ENERGY
COMPANY – NW ELEVATED WATER STORAGE TANK**

Mayor:

This is the time and place for a public hearing to grant a Permanent Electric Easement to the MidAmerican Energy Company to provide electric services for the NW Elevated Water Storage Tank in Ankeny, Iowa. Notice of this hearing was published in the Des Moines Register on the 19th day of January, 2024.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2024-07.

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

RESOLUTION 2024-XXX

A RESOLUTION TO GRANT A PERMANENT ELECTRIC EASEMENT TO THE MIDAMERICAN ENERGY COMPANY TO PROVIDE ELECTRIC SERVICE FOR THE NORTHWEST ELEVATED WATER STORAGE TANK IN ANKENY, IOWA

WHEREAS, an underground electric service line is needed across a portion of City-owned property at 3755 NW Irvinedale Drive in order to provide electrical service to the Northwest Elevated Water Storage Tank and MidAmerican Energy Company has requested a Permanent Electric Easement across said City-owned property in consideration of the utility service made available to the City; and

WHEREAS, said Permanent Electric Easement is required in order to provide electrical service to the Northwest Elevated Water Storage Tank; and

WHEREAS, the City of Ankeny, Iowa and the public will not be inconvenienced by the conveyance of said Permanent Electric Easement to MidAmerican Energy Company; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to grant said Permanent Electric Easement to MidAmerican Energy Company to provide electrical service for the future Northwest Elevated Water Storage Tank.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Electric Easement for the installation of electrical service to the Northwest Elevated Water Storage Tank is 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 5th day of February, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



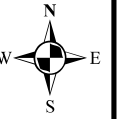
NW Irvinedale Dr

NW 36th St

Project Location

DEPARTMENT OF
PUBLIC WORKS
DIVISION OF
ENGINEERING

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



NW Water Tower 2023





Ankeny - Irvinedale Water Tower
3755 NW Irvinedale Dr. Ankeny, IA

PROJECT AREA

CASEY'S GENERAL STORE

NW 36TH ST

NW IRVINEDALE DR



Cust: ANKENY - IRVINEDALE WATER TOWER

Addr: 3755 IRVINEDALE DR

City: ANKENY

X = 1602432 Y = 642069

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 300 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

CUSTOMER SHALL PROVIDE THE FOLLOWING

- X 911 ADDRESSES
- X EASEMENTS & EASEMENT DESCRIPTIONS (METES & BOUNDS) MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
- X STAKING FOR STREETLIGHT PLACEMENT
- X STAKED LOT CORNERS & LOT MID-POINTS
- X TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
- X FINAL GRADE BEFORE CONSTRUCTION
- X CLEARING & GRUBBING IN EASEMENT & OR ROW
- X UNOBSTRUCTED PATH FOR TRENCHER
- X 10' LEVEL & CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
- X SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
- X TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
- X ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS SEE APPENDIX B-1, PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL

CUSTOMER CONDUIT INSTALLATION

- X CONDUIT SHALL BE SCH 40 RIGID PVC PER NEMA TC-2 OR SCH 40 HDPE COILABLE CONDUIT IN GRAY OR BLACK W/ RED STRIPE
- X ALL SWEEPS 4" OR LESS IN DIAMETER SHALL BE STANDARD WALL FIBERGLASS PER NEMA TC14A W/ FACTORY ASSEMBLED PLASTIC COUPLINGS ON EA. END TO MATE PVC FR HDPE SCH 40 CONDUIT
- X ALL SWEEPS GREATER THAN 4" IN DIAMETER SHALL BE METAL WITH GROUND LUGS & MUST BE BONDED WHERE EXPOSED
- X ALL 90° SWEEPS MUST HAVE A MINIMUM 48" BEND RADIUS
- X ENDS SHALL BE STUBBED ABOVE GRADE W/ PULL TAPE VISIBLE
- X ALL PRIMARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 42" & MAXIMUM DEPTH OF 48"
- X ALL SECONDARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 30" & MAXIMUM COVER DEPTH OF 36"
- X NO CONDUIT SYSTEM SHALL HAVE MORE THAN 270° IN ONE PULL
- X CUSTOMER TO INSTALL SYNTHETIC 1/4" 200# TEST PULL LINE IN DUCT
- X CONTACT CUSTOMER PROJECT COORDINATOR WHEN CONDUIT INSTALLATION IS COMPLETE

FIND ELECTRIC SERVICE MANUAL AT:

<http://www.midamericenergy.com/media/pdf/electric-service-manual-2014.pdf>

LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
	INSTALLATIONS ARE DISPLAYED IN RED
	REMOVALS ARE DISPLAYED IN GREEN

WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

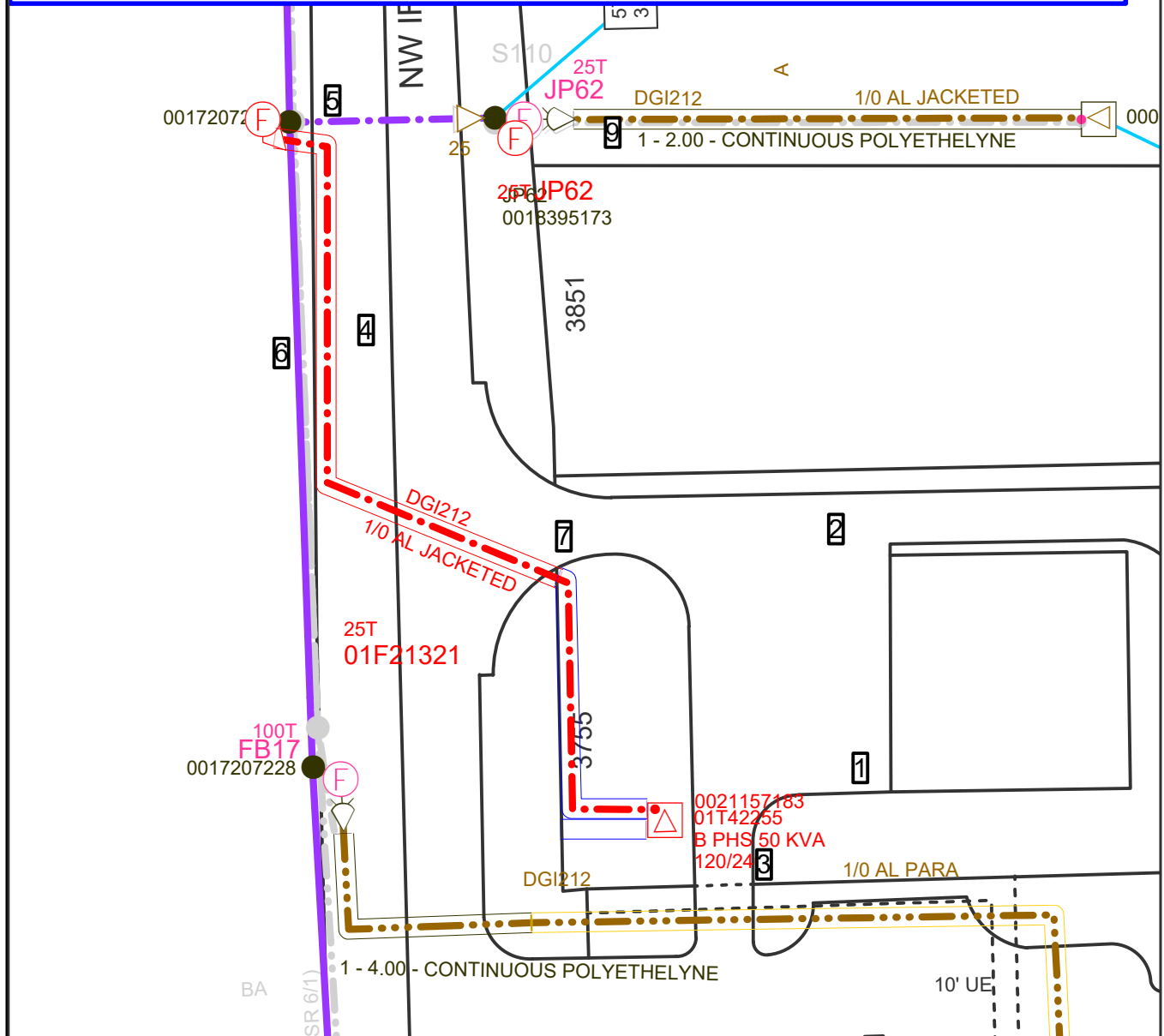
Designer: HALLS, AARON G

MEC TO INSTALL:

- HANG A SINGLE PHASE RISER WITH 25T FUSE ON EXISTING 3PH TANGANT POLE WITH 1PH TAP
- BORE (1) SECTION OF 2" CONDUIT BETWEEN RISER POLE AND CUSTOMER INSTALLED CONDUIT
- RUN SOUTH ALONG BACK OF RIGHT OF WAY AND CUT ACROSS ROAD TO SOUTH SIDE OF DRIVE ENTRANCE
- PULL 1/0 AL UG PRIAMRY BETWEEN RISER POLE AND CUSTOMER PROPOSED TRANSFORMER LOCATION
- SET A 50 KVA 1 PH TRANSFORMER (OPEN TO THE NORTH)

CUSTOMER TO INSTALL:

- 24/7 ACCESS REQUIRED FOR ALL MEC FACILITIES, INCLUDING METERS, MEC PADLOCK TO BE DAISY CHAINED AT GATE
- (2) SECTIONS OF 2" CONDUIT
- (1) SECTION HEAD NORTH TO SOUTH SIDE OF DRIVE ENTRANCE
- (1) SECTION TO HEAD WEST TO RIGHT OF WAY
- BOLLARD TO BE INSTALL ON THE se AND NE CORNER OF TRANSFORMER
- METER TO BE LOCATED WITHIN 200' OF TRANSFORMER
- 400 AMP SERVICE ENTRANCE: SINGLE METERED
- METER TO HAVE LEVER BYPASS
- (1) RUNS OF 350 TRIPLEX



Cust: ANKENY - IRVINGDALE WATER TOWER

Addr: 3755 IRVINGDALE

DR

Crew HQ:DMAT

City: ANKENY

X = 1602432

Y = 642069



WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

Designer:HALLS,AARON G

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 300 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

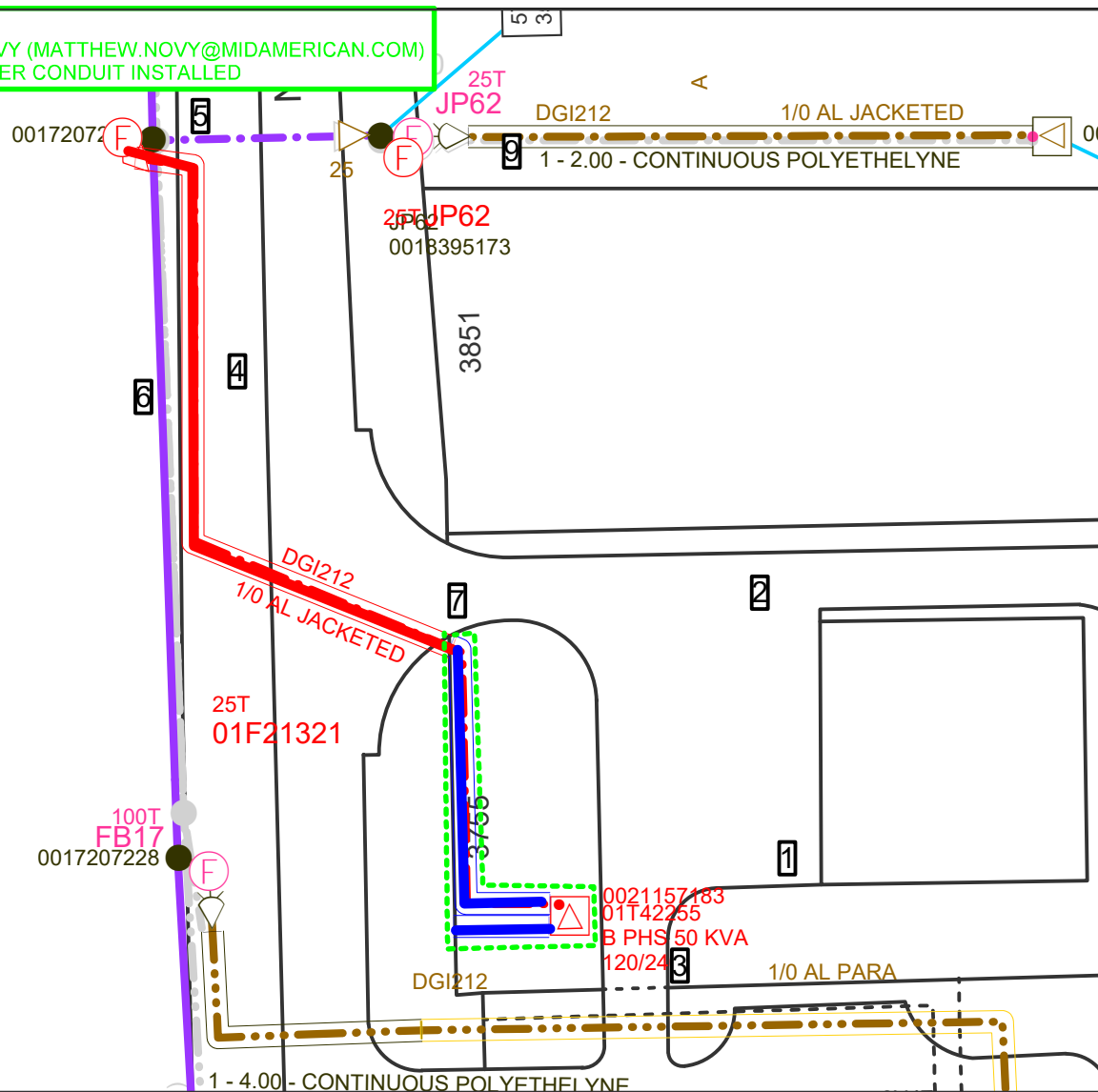
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

REQUESTED EASMENT:

- CUSTOMER TO PROVIDE METES AND BOUNDS TO MATT NOVY (MATTHEW.NOVY@MIDAMERICAN.COM)
- 10' WIDE EASEMENT TO COVER THE LOCATION OF CUSTOMER CONDUIT INSTALLED

CONDUIT MAP:

- MEC INSTALLED 2" CONDUIT
- CUSTOMER INSTALLED 2" CONDUIT



Cust: ANKENY - IRVINEDALE WATER TOWER

Addr: 3755 IRVINEDALE

City: ANKENY

DR

X = 1602432 Y = 642069



WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

Designer: HALLS, AARON G

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 400 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Prepared by and return to: Christin Erwin	515-252-6989
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657	

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>123919</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2980892</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>03</u>	
		Township	<u>80</u>	North
		Range	<u>24</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **The City of Ankeny, Iowa**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "A", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.
3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.
4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.
6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.
9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this ____ day of _____, 2023

The City of Ankeny, Iowa

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2023,

by _____ as _____ of

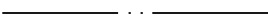
The City of Ankeny, Iowa.

Signature of Notary Public

LEGEND



SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE

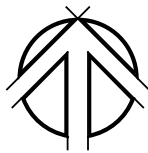


EXISTING EASEMENT LINE

P.O.B.

POINT OF BEGINNING

EXHIBIT A



NORTH



SCALE

REQUESTED BY

MIDAMERICAN ENERGY
COMPANY

PROPRIETOR

CITY OF ANKENY
410 WEST 1ST STREET
ANKENY, IOWA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

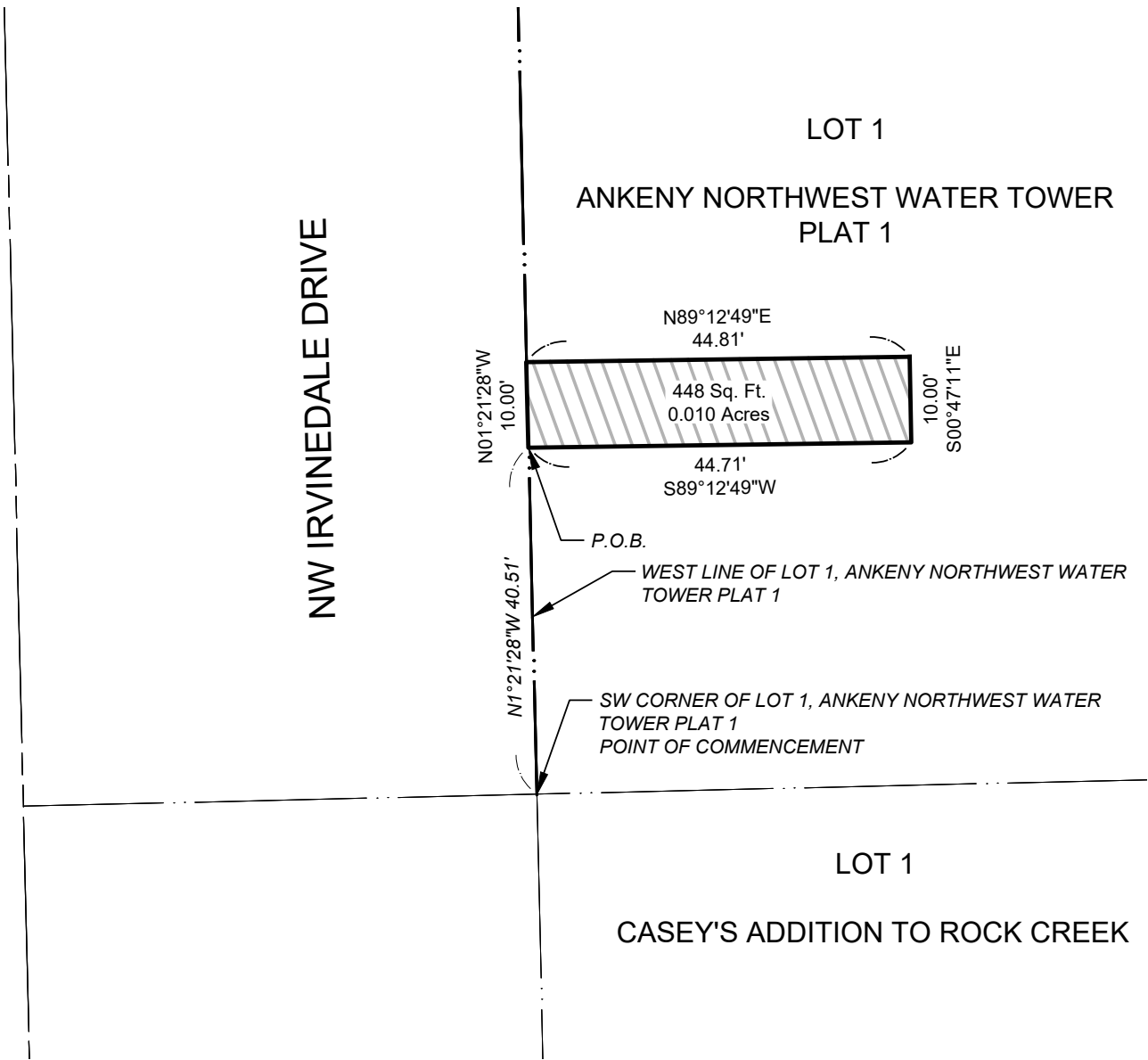
LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01°21'28" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.51 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01°21'28" WEST, CONTINUING ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°12'49" EAST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 00°47'11" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°12'49" WEST, A DISTANCE OF 44.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.010 ACRES (448 SQUARE FEET), MORE OR LESS.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:

PERMANENT EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:

22089

DRAWN BY:

ADS

DWG No.:

1/1

DATE:

10/12/2023

CHECKED BY:

JHP

SHEET TITLE:

EX-1



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2024-08: Proposed SW Oralabor Road and SW Edgewood Lane Intersection Improvements

EXECUTIVE SUMMARY:

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 30, 2024. Five (5) bids were received as follows:

1. Absolute Concrete Construction, Inc. dba Absolute Group \$197,837.00
2. Brothers Concrete \$232,625.00
3. TK Concrete, Inc. \$244,600.00
4. Shekar Engineering, PLC \$252,577.20
5. JC Construction \$265,190.00

The Engineer's Estimate for the project was \$ 220,297.50. The bids ranged from approximately 10% below to 20% above the estimate. Absolute Concrete Construction, Inc. dba Absolute Group has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project to Absolute Concrete Construction, Inc. dba Absolute Group of Granger, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than June 17, 2024.

The Contractor shall substantially complete the overall project within thirty (30) working days. Substantial completion for the overall project shall be defined as all grading and pavement completed, with the new pavement markings and signs installed, and the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project within ten (10) working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$220,297.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project.
3. Receive and file the report of bids received on January 30, 2024.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction, Inc. dba Absolute Group of Granger, Iowa.

5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$197,837.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 2, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as January 30, 2024, and setting the public hearing date as February 5, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2024-08.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2024-08

5:30 P.M.

FEBRUARY 5, 2024

**PROPOSED SW ORALABOR ROAD & SW EDGEWOOD LANE INTERSECTION
IMPROVEMENTS**

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project. Notice of this hearing was published in the Des Moines Register on the 19th day of January, 2024.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ❑ Consider **MOTION** to close Public Hearing 2024-08.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE SW
ORALABOR ROAD AND SW EDGEWOOD LANE
INTERSECTION IMPROVEMENTS

WHEREAS, on the 2nd day of January, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements; and

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

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

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

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

JANUARY 30, 2024

SW ORALABOR ROAD & SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW Oralabor Road & SW Edgewood Lane Intersection Improvements project in accordance with the Plans and Specifications prepared by Ankeny Public Works Department.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 220,297.⁵⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines, IA 50317	<u>232,625.⁰⁰</u>	<u>✓</u>
2) ✓	Shekar Engineering P.L.C. 2600 MLK Jr. Hwy #200 Des Moines IA 50310	<u>252,572.⁸⁰</u>	<u>✓</u>
* 3) ✓	Absolute Group PO Box 430 Granger IA 50109	<u>197,837.⁰⁰</u>	<u>✓</u>
4) ✓	TK Concrete, Inc 1608 Fifield Road Pella, IA 50219	<u>245,365.⁰⁰</u>	<u>✓</u>
5) ✓	JC Construction 116 Crestview Dr Marshalltown IA 50158	<u>264,990.⁰⁰</u>	<u>✓</u>
6) _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Apparent Low Bidder

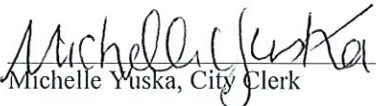
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____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

*Apparent Low Bidder

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

ATTEST:


 Mark Mueller, Public Works Director


 Michelle Yuska, City Clerk

IA Hwy. 415/SW Oralabor Road and SW Edgewood Lane/SW Stonehaven Lane Intersection Improvements
Addition of eastbound and westbound left turn lanes on IA Hwy. 415/SW Oralabor Road at the SW Edgewood Lane and the SW Stonehaven Lane intersections
January 30, 2024

Calculation error - unit price held.

Bid Tabulation																		
IA Hwy. 415/SW Oralabor Road and SW Edgewood Lane/SW Stonehaven Lane Intersection Improvements																		
Addition of eastbound and westbound left turn lanes on IA Hwy. 415/SW Oralabor Road at the SW Edgewood Lane and the SW Stonehaven Lane intersections																		
January 30, 2024																		
Item No.	SUDAS No.	Item	Unit	JC Construction														
				Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	160	\$ 30.00	\$ 4,800.00	160		\$ -	160		\$ -	160		\$ -	160		\$ -
2.02	2010-G	Subgrade Preparation, 6" Depth	SY	930	\$ 6.00	\$ 5,580.00	930		\$ -	930		\$ -	930		\$ -	930		\$ -
2.03	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	230	\$ 15.00	\$ 3,450.00	230		\$ -	230		\$ -	230		\$ -	230		\$ -
2.04	2010-J	Subbase, Modified, Recycled PCC, 6" Depth	SY	930	\$ 8.00	\$ 7,440.00	930		\$ -	930		\$ -	930		\$ -	930		\$ -
2.05	2010-M	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 10.5" Thick	SY	770	\$ 155.00	\$ 119,350.00	770		\$ -	770		\$ -	770		\$ -	770		\$ -
7.02	7010-999-A	Plastic Concrete Testing	LS	1	\$ 1,000.00	\$ 1,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
7.03	7010-G	Concrete Median, Doweled, 6" Thick	SY	160	\$ 120.00	\$ 19,200.00	160		\$ -	160		\$ -	160		\$ -	160		\$ -
7.04	7010-G	Concrete Median, 6" Thick	SY	270	\$ 100.00	\$ 27,000.00	270		\$ -	270		\$ -	270		\$ -	270		\$ -
7.05	7040-B	Subbase Over-excavation, 6" Depth	SY	90	\$ 40.00	\$ 3,600.00	90		\$ -	90		\$ -	90		\$ -	90		\$ -
7.06	7040-H	Pavement Removal	SY	365	\$ 15.00	\$ 5,475.00	365		\$ -	365		\$ -	365		\$ -	365		\$ -
		TRAFFIC CONTROL																
8.01	8020-C	Painted Pavement Markings, Durable	STA	6	\$ 1,140.00	\$ 6,840.00	6		\$ -	6		\$ -	6		\$ -	6		\$ -
8.02	8020-G	Painted Symbols and Legends, Durable	EA	5	\$ 500.00	\$ 2,500.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
8.03	8020-J	Raised Pavement Markers	EA	90	\$ 17.00	\$ 1,530.00	90		\$ -	90		\$ -	90		\$ -	90		\$ -
8.04	8020-K	Pavement Markings Removed	STA	3.0	\$ 600.00	\$ 1,800.00	3.0		\$ -	3.0		\$ -	3.0		\$ -	3.0		\$ -
8.05	8020-M	Grooves Cut for Pavement Markings	STA	6	\$ 500.00	\$ 3,000.00	6		\$ -	6		\$ -	6		\$ -	6		\$ -
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	7	\$ 300.00	\$ 2,100.00	7		\$ -	7		\$ -	7		\$ -	7		\$ -
8.07	8020-999-A	Painted Symbols and Legends, Thermoplastic	EA	2	\$ 700.00	\$ 1,400.00	2		\$ -	2		\$ -	2		\$ -	2		\$ -
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 14,750.00	\$ 14,750.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
8.09	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$ 140.00	\$ 2,800.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.10	8040-A	Traffic Signs By Area	SF	41	\$ 50.00	\$ 2,025.00	41		\$ -	41		\$ -	41		\$ -	41		\$ -
8.11	8040-D	Perforated Square Tube Steel Posts	LF	28	\$ 50.00	\$ 1,400.00	28		\$ -	28		\$ -	28		\$ -	28		\$ -
8.12	8040-F	Round Steel Posts	LF	40	\$ 60.00	\$ 2,400.00	40		\$ -	40		\$ -	40		\$ -	40		\$ -
8.13	8040-H	Round Steel Post Anchors	EA	8	\$ 200.00	\$ 1,600.00	8		\$ -	8		\$ -	8		\$ -	8		\$ -
8.14	8040-J	Remove and Salvage Traffic Sign Assembly, Sign and Post	EA	5	\$ 150.00	\$ 750.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
8.15	8040-J	Remove and Salvage Traffic Sign Assembly, Sign Only	EA	4	\$ 125.00	\$ 500.00	4		\$ -	4		\$ -	4		\$ -	4		\$ -
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.05	\$ 30,000.00	\$ 1,500.00	0.05		\$ -	0.05		\$ -	0.05		\$ -	0.05		\$ -
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.05	\$ 36,000.00	\$ 1,800.00	0.05		\$ -	0.05		\$ -	0.05		\$ -	0.05		\$ -
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.10	\$ 10,000.00	\$ 1,000.00	0.10		\$ -	0.10		\$ -	0.10		\$ -	0.10		\$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,600.00	\$ 1,600.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
TOTAL AMOUNT BID =					\$ 265,190.00			\$ -		\$ -		\$ -		\$ -			\$ -	

Calculation error - unit price held.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on February 5, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	<u>Absolute Concrete Construction, Inc dba Absolute Group</u>	of	<u>Granger, Iowa</u>
Amount of bid:	<u>\$197,837.00</u>		
Portion of project:	<u>All construction work</u>		

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

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

**RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE SW ORALABOR ROAD AND SW
EDGEWOOD LANE INTERSECTION IMPROVEMENTS**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

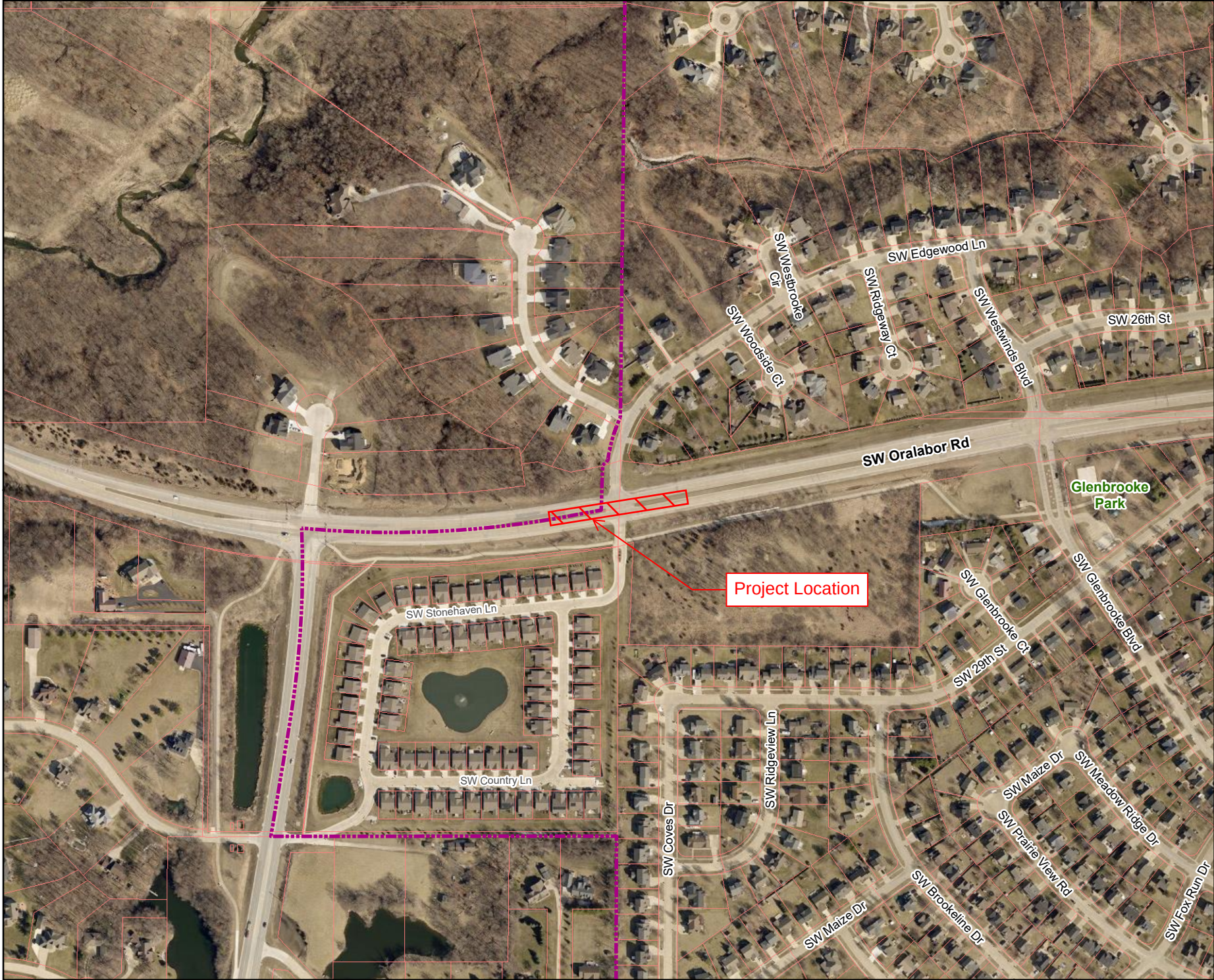
Contractor:	<u>Absolute Concrete Construction, Inc. dba Absolute Group</u>	of	<u>Granger, Iowa</u>
Amount of bid:	<u>\$197,837.00</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk



Project Location



SW Oralabor Rd. & SW Edgewood Ln.
Intersection Improvements
Map is for Location Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of January 16, 2024, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Tuesday, January 16, 2024 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

APPROVAL OF AGENDA

1. Council Member Perry moved, Bentz seconded, to approve and accept the January 16, 2024 agenda without amendment. Ayes: 4.

PUBLIC HEARING

1. PH 2024-02. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2024 PCC Reconstruction Program – NW Westwood Street. Notice of this hearing was published in the Des Moines Register on the 29th day of December, 2023.

Mark Mueller, Public Works Director, reported that the project includes pavement reconstruction and minor utility improvements along NW Westwood Street from just north of NW 5th Street to just south of NW 9th Street in the City of Ankeny.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Ruddy seconded, to close public hearing 2024-02. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of January 2, 2024, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of December 19, 2023.
3. Receive and file minutes of the Civil Service Commission meeting of November 13, 2023.

Licenses and Permits

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

Finance/Budget

5. Receive and file Financial Reports for December 2023.
6. Receive and file Building Permit Report for December 2023.
7. Receive and file Utility Billing Report for December 2023.
8. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$100,000.00 with Foth Infrastructure and Environment, LLC (Foth), for construction services on the North Four Mile Creek Trunk Sewer - Phase 2 Project.

9. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$11,790.00 with McClure Engineering Company for additional design and construction engineering services due to utility conflicts on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.
10. Payment #1 in the amount of \$27,066.45 to Alpha Landscapes, for construction services on the N Ankeny Boulevard and 18th Street Landscape Improvements project.
11. Payment #9 in the amount of \$19,597.00 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
12. Payment #8 in the amount of \$1,358.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
13. Payment #35 in the amount of \$49,724.24 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
14. Payment #6 in the amount of \$226,919.29 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
15. Payment #36 in the amount of \$3,350.77 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
16. Payment #13 in the amount of \$37,185.07 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
17. Payment #9 in the amount of \$19,886.31 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4. project.
18. January 16, 2024 Accounts Payable by fund: General \$447,871; Police Gift \$1,920; Road Use Tax \$30,285; Solid Waste \$31,160; Water \$174,881; Sewer \$653,741; Storm Water \$6,369; Golf Course \$4,194; Enterprise Project \$267,362; Revolving \$1,753; Risk management \$77,106; Health Insurance \$6,441; Capital Projects \$269,039; Payroll Totals \$1,378,253; Transfers/ACH (\$205,460); Agenda Payments Approved Separately (\$451,387); Grand Total \$2,693,528.

Personnel Items

19. Accept the Civil Service Commission certified list for promotion to: Combination Inspector II, subject to passing any further departmental requirements.

Community Development

20. **RESOLUTION 2024-013** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile Drive (date of hrg: 2/5/24 @ 5:30 p.m.)
21. **RESOLUTION 2024-014** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to High Density Residential (LUPA 'A') (date of hrg: 2/5/24 @ 5:30p.m.).
22. **RESOLUTION 2024-015** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A) (date of hrg: 2/5/24 @ 5:30p.m.)
23. **RESOLUTION 2024-016** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residence District to R-3 Multiple Family Residence District (Rezoning Area B) (date of hrg: 2/5/24 @ 5:30p.m.)

Capital Improvement Projects

24. **Flashing Beacon & RRFB Installation:** a) Certificate of Completion; b) **RESOLUTION 2024-017** accepting the public improvement with Iowa Signal, Inc. in the amount of \$66,300.00; and c) Final Payment in the amount of \$62,985.00; and Retainage Payment in the amount of \$3,315.00.
25. **RESOLUTION 2024-018** ordering construction on the NW 36th Street and NW Weigel Drive HMA Resurfacing project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/13/24 @ 10:30 A.M. / date of hrg: 2/19/24 @ 5:30 P.M.)
26. **RESOLUTION 2024-019** ordering construction on the SE 3rd Street Utility Improvements - Phase 2 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/13/24 @ 10:30 A.M. / date of hrg: 2/19/24 @ 5:30 P.M.)
27. **RESOLUTION 2024-020** ordering construction of Fire Station No. 4 project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 02/13/24 @ 10:30 A.M. / date of hrg: 02/19/24 @ 5:30 P.M.)

Approval of Consent Agenda Items

1. Council Member Bentz moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-27. Ayes: Bentz, Shafer, Perry, Ruddy.

NEW BUSINESS

1. Proposed 2024 PCC Reconstruction Program - NW Westwood Street (PH 2024-02) Council Member Perry moved, Ruddy seconded, to adopt 1) **RESOLUTION 2024-021** adopting plans, specifications, form of contract and estimate of cost \$700,760.00; 2) receive and file report of bids received January 9, 2024; 3) adopt **RESOLUTION 2024-022** making award of construction contract with Sternquist Construction, Inc. in the amount of \$508,809.85; and 4) adopt **RESOLUTION 2024-023** approving contract and bonds with Sternquist Construction, Inc. in the amount of \$508,809.85. Ayes: Perry, Ruddy, Bentz, Shafer.
2. Proposed "Revitalize Iowa's Sound Economy" Application to the Iowa Department of Transportation for Metro North Business Park expansion. Council Member Shafer moved, Bentz seconded, to adopt **RESOLUTION 2024-024** endorsing a grant application for funding through the Iowa Department of Transportation's "Revitalize Iowa's Sound Economy" (R.I.S.E.) program for the Metro North Business Park expansion. Ayes: Shafer, Bentz, Perry, Ruddy.
3. 2024 Watercrest Park Expansion Professional Services Agreement with Snyder & Associates. Council Member Shafer moved, Ruddy seconded, to approve the Professional Services Agreement with Snyder & Associates for design, bidding phase and construction administration services on the Watercrest Park Expansion Project in an amount not to exceed \$59,500.00 and authorize the Mayor to execute said Agreement. Ayes: Shafer, Ruddy, Bentz, Perry.

ADJOURNMENT

1. Meeting was adjourned at 5:47 p.m. and was immediately followed by a Council Action Planning Session.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on 1/26/24.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of January 3, 2024.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2024-01-03



Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 3, 2024

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

CALL TO ORDER

Chair Ted Rapp called the January 3, 2024 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve and accept the January 3, 2024 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 7 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the December 19, 2023 minutes of the Plan and Zoning Commission meeting.

Motion by T.Ripper to approve the recommendations for Consent Agenda Item #1. Second by T.Flack. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #2. Request to rezone property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development

Staff Report: B.Morrissey reported that Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust are requesting to rezone property from R-1, One Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development. The area subject to the proposed rezoning consists of three parcels totaling approximately 22.03 acres located near the SE Corporate Woods Drive and SE Four Mile Drive intersection. He presented the current zoning map and the future land use map for this area. He shared that a PUD book was included with this request that outlines bulk regulations, project exhibits, supporting evidence, flood maps, and traffic projections. B.Morrissey said the PUD is intended to be an extension of the existing Old Dominion site on SE Four Mile Drive. He commented the main purpose for this rezoning is to allow Old Dominion to expand their parking and storage operations in the area. In the PUD Book, it is proposed that an 8' chain link fence be installed with barbed wire for security and federal regulation purposes. He noted that barbed wire fences typically require Council approval; however, it was allowed with the original Old Dominion PUD with the condition that a type "C" screen be installed around the perimeter. There was one individual from the public who spoke at the public hearing who asked to be notified if there are ever any changes made to the area. B.Morrissey informed the Commission because this is a PUD, if there were proposed changes to the site that are not allowed within the PUD book, the request would have to come back before the Plan and Zoning Commission and public notification is required.

Staff's recommendation is for the Plan and Zoning Commission recommend City Council approval of the request by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust to rezone property from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented a District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

Joe Paragano, Hoyt + Berenyi, LLC, 645 Meeting Street, Charleston, SC representing Old Dominion Freightline and ERG, Inc. said he would answer any questions the Commission may have. There were no questions.

Motion by R.Weisheit to recommend City Council approval of the request by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust to rezone property from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented a District, and M-1, Light Industrial District, to PUD, Planned Unit Development. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA 'A')

Item #4. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A)

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B)

Staff Report: J.Heil reported that Hope Kimberley LLC is requesting an amendment to The Ankeny Plan 2040 Comprehensive Plan Figure 12.10, Future Land Use Map consisting of 16.20 acres from Low Density Residential to High Density Residential; a request to rezone 36.60 acres, Area A, from R-1 One Family Residential District to Planned Unit Development, PUD and a request to rezone 28.16 acres, Area B, from R-1 One Family Residential District to R-3, Multiple Family Residence District. He noted that the properties are located south of NE 126th Avenue, and west of NE Delaware Avenue. J.Heil provided a brief overview of the PUD Conceptual Plan for Rezoning Area A, which includes, Outlot Y proposed as multi-family, Outlot Z dedicated as parkland, Outlot X proposed to be privately owned amenities and single-family lots to the south. J.Heil also provided an overview of Rezoning Area B, which is proposed to be rezoned from R-1, One Family Residential District to R-3, Multiple Family Residence District. He presented a map of the surrounding properties, which showed current zoning in the area. J.Heil proceeded to respond, in detail, with information that addressed the questions that were raised during the public hearing, which included concerns about changing the Future Land Use Map, whether there is a need for more developable multi-family land and provided examples of similar multi-family developments within the community for reference, the amount and location of parkland within the proposed PUD area, the existence of restrictive covenants for the Four Mile Four county plat, and traffic concerns. He commented that it is important for cities to have a balanced approach to housing by providing a variety of residential uses in order to continue to grow and be sustainable.

Staff's position is that the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA Area A, from Low Density Residential to High Density Residential; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area A from R-1, One-Family Residence District to Planned Unit Development, PUD; and

That the Plan and Zoning Commission recommend City Council approval of the request by Hope Kimberley LLC, to rezone Area B from R-1, One-Family Residence District to R-3 Multiple-Family Residence District.

T.Rapp asked for clarification on the covenants for the Four Mile Four final plat. J.Heil responded that if the property is annexed into the City of Ankeny, and the land is platted, the covenants could then be modified or eliminated.

Jenna Kimberley, Kimberley Development Corporation and Erin Ollendike, Civil Design Advantage, said that they would answer any questions the Commission may have.

Motion by L.West to recommend City Council approval of the request by Hope Kimberley, LLC to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, LUPA A, from Low Density Residential to High Density Residential. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by G.Hunter to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area A) from R-1, One-Family Residence District to PUD, Planned Unit Development. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

Motion by A.Renaud to recommend City Council approval of the request by Hope Kimberley, LLC to rezone property (Area B) from R-1, One-Family Residence District to R-3 Multiple-Family Residence District. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the January 2, 2024 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the Wednesday, January 17, 2024 Plan and Zoning Commission meeting and presented the December 2023 Building Permit Report.

Commissioner's Reports

There were no reports.

MISCELLANEOUS ITEMS

January 16, 2024 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:59 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of November 16, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, November 16, 2023

Regular meeting: 6 p.m.

Location: Library

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

Staff: Sam Mitchel, Beth Schaefer

Topic	Discussion
Call to Order	Meyer called the meeting to order.
Approval of Minutes	Lucht moved to approve October minutes. Piepho seconded. Approved by all.
Public Comments	
Consent Agenda	Mitchel presented financials. - Schuster asked what was included in the Food budget. Mitchel responded that it was for staff lunches and meeting snacks. - Facility rental budget has changed drastically over the last few fiscal years. Mitchel said that it was an arbitrary amount. Partially due to church that rents space. This is a long-term rental, so we may be able to budget for this. - Medema asked about meeting room rentals – if we're getting more than we budgeted for, will this hurt us come budget time? Mitchel responded that this would not negatively impact our budget.
Policy/Procedure Review	
Director's Report	Mitchel presented Director's report. 2 new associates are being onboarded. - FY25 budget is still being discussed. - Celebrated Friends of the Library week. - Implementing new rural Polk County service concept in January – promotions are being sent out in near future. Lucht covered this at the last city council meeting. - Submitted State Library annual report.
Department Reports	
Committee Reports (Evaluation, Finance, Marketing, Policy, Staffing, etc.)	
Friends of the Library (update)	Medema attended last meeting. New Penny Wars is now in effect – a way to passively raise funds. Will do a winter BINGO (in February) to raise funds as well.
Old Business	Fine Free Discussion - How much in past years did patrons accrue on late fees alone. Mitchel reported \$23,255. We only collected \$19,373. This collection could include late fees from previous years (not just what was assumed in this year). - Libraries that move to fine free policies, it encourages younger persons to keep coming to the library. Removes the barrier of people who have previously incurred feed. However, the city may see this as a loss. - Meyer suggested we go fine free for only youth materials first, to test it out. Other libraries have done something similar to this. There are 238 libraries in Iowa that have gone fine free. We are one of two libraries of our size that still collects fines.

Topic	Discussion
	- Stephenson pointed out that in November library is allowing patrons to trade a canned food item for elimination of late fees. This is not the first time that we've done a drive like this. - Sommerfeld suggested that we clearly point out the benefit/reason why we would be moving to fine free. - Stephenson brought up that it's a hot button topic and sensitive to bring it up due to tight city budgets. Would city be more receptive if we brought it up at a better time? And we have other FTE asks. - Board recommends to table the discussion until future budget discussions, but not for this year. We'll revisit in the future strategic planning. - Schaefer asked what fines we would feel comfortable with eliminating (there are some fines from 10 years ago). Board recommended that Mitchel and Schaefer come up with wording for a new policy. We plan to revisit in January. Study/Conference Room Usage - Stephenson brought this up – the study rooms that are free, it costs us time to manage those. They don't create revenue. Do we want to explore study/conference room usage? - Mitchel said that most patrons reserve online, and reduction of time limit for rooms from 4 hours to 2 hours, has helped free up the staff quite a bit. - What if we have a local business that is using our space to conduct their business in. Mitchel and Schaefer commented that it shouldn't be up to the library staff to regulate why the rooms are being used. We also don't track if the person using it is affiliated with a certain business. FY25 Budget Proposal - Mitchel reviewed his FY25 budget proposal. - Mitchel also reviewed amendments to the FY24 budget. - Stephenson motioned to approve proposed budget. Medema seconded. Approved by all.
New Business	
Adjournment	Lucht motioned to approved. Seconded by Stephenson. Approved by all. No meeting in December Next meeting: January 18, 2023

Respectfully submitted, Miranda Piepho, Secretary

Approved: 1/18/24



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve tobacco/nicotine/vapor permits in the City of Ankeny.

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the following licensee has submitted an application which has met all requirements and is now being presented to the City Council for approval.

1. Central Iowa Vapors Plus Ankeny, LLC, DBA Central Iowa Vapors Plus Ankeny, 2505 White Birch Ln, Ankeny, IA (New) - Effective February 5, 2024 through June 30, 2024.
2. Talons Hospitality, Inc., DBA Talons Golf, 1505 NE 36th St, Ankeny, IA (New) - Effective February 5, 2024 through June 30, 2024.

FISCAL IMPACT: **Yes**

Licensees have paid the pro-rated annual license fee of \$50.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permits as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Cigarette Applications

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke & Vape	502 N Ankeny Blvd, Suite 12
Ankeny Smoke & Vape South	225 SE Oralabor Rd, Ste 1
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvindale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods DR
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Central Iowa Vapors Plus Ankeny	2505 White Birch Ln
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Good Times	1912 SW 3 rd Street
Grubb's Pub	1165 SW Ordinance Rd
Hy-Vee #2 Fast and Fresh	1710 SW Oralabor Rd
Hy-Vee Food Store #1	410 N Ankeny Blvd
Hy-Vee Food Store #2	2510 SW State Street
Hy-Vee #1 Fast and Fresh	414 N Ankeny Blvd
Jakes Pub	605 N Ankeny Blvd
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otterview Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
Kum & Go #2212	965 SE Corporate Woods Dr
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Leaf Brothers Cigar II	1924 SW 3rd Street
Liquor Lovers	1510 S Ankeny Blvd
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
Stop and Shop Liquor Store	409 S Ankeny Blvd
Talon's Golf	1505 NE 36 th Street

Tim's BP/AMACO Service	102 N Ankeny Blvd
Tobacco Hut	121 N Ankeny Blvd
QuikTrip #514	802 E 1st Street
Vape World & Tobacco LLC	802 SE Oralabor Rd, Ste. 121
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr
Yankee Clipper	312 SW Maple Street



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to approve the issuance of liquor licenses and beer/wine permits in the City of Ankeny.

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

1. Orvis Horatio Group, LLC d/b/a Dough Co. Pizza, 2405 SW White Birch Dr. - Special Class C Retail Alcohol License (BW) (Renewal) includes Outdoor Service - Effective February 21, 2024. PENDING DRAM ENDORSEMENT.
2. La Cava Taco & Tequila LLC. d/b/a La Cava Taco & Tequila, 210 SE Delaware Ave., Ste. 230. - Class C Retail Alcohol License (LC) (Renewal) - Effective February 22, 2024.

3. Thunderhead of Ankeny, Inc., d/b/a Chicken Coop, 1325 SW Orallabor Rd, Ste. 212. - Class C Retail Alcohol License (LC) (Renewal) - Effective February 28, 2024.
4. DOLGENCORP, LLC, d/b/a Dollar General #7310, 901 S Ankeny Blvd - Class B Retail Alcohol License (LG) (Renewal) - Effective March 1, 2024.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$528,787.00 with HDR Engineering, Inc. (HDR), for construction services on the NW Elevated Water Storage Tank Project.

EXECUTIVE SUMMARY:

The Municipal Utilities Department proposes to continue using HDR to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.1 to the Professional Services Agreement. A copy of the original Professional Services agreement is attached for reference. The fee for the construction services for the NW Elevated Water Storage Tank Project is \$528,787.00. The original Professional Services Agreement for design engineering services was \$462,000.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract to \$990,787.00.

This construction services amendment covers the intended 2-year duration of construction of the new NW Elevated Water Storage Tank. It will include other sub-contracting companies for survey, construction materials testing, and welding/painting inspection services. Nilles and Associates will be completing the survey

work for \$15,000.00. Terracon will be completing all materials testing including concrete, soils, etc. for \$12,517.00. Dixon Engineering will be completing the welding/painting inspection for \$106,225.00. HDR will have construction administration and observation services for \$395,045.00. All of these together total the \$528,787.00 for this construction services amendment.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with HDR in the amount of \$528,787.00 for the NW Elevated Water Storage Project.

FISCAL IMPACT: No

This project was included in the City of Ankeny's CIP for 2024 - 2025 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Foth in the amount of \$528,787.00 for the NW Elevated Water Storage Tank Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 6th day of June, 2022, between CITY OF ANKENY, IOWA ("OWNER") a municipal corporation, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as NW Irvinedale Elevated Storage Tank ("Project");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is four hundred sixty-two thousand and 00/100 Dollars (\$462,000.00).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services. The Lump Sum amount shall not be exceeded unless approved by both parties.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF ANKENY, IOWA

“OWNER”

BY:

DocuSigned by:



4C9E47CBE956471...

NAME:

Mark E. Holm

TITLE:

Mayor

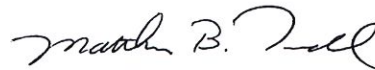
ADDRESS:

410 W. 1st St
Ankeny, IA 50023

HDR ENGINEERING, INC.

“ENGINEER”

BY:



NAME:

Matthew B. Tondl, P.E.

TITLE:

Senior Vice President

ADDRESS:

1917 South 67th Street
Omaha, NE 68106

EXHIBIT A
SCOPE OF SERVICES

FOR
NW IRVINEDALE ELEVATED STORAGE TANK
CITY OF ANKENY, IOWA

PART 1.0 PROJECT DESCRIPTION:

The City of Ankeny ("CITY") desires to provide a new elevated water storage tank on a previously acquired site ("PROJECT"). The proposed Elevated Storage Tank (EST) site is located along the east side of NW Irvinedale Drive north of NW 36th Street within the CITY. A new bulk water sales station will also be included on the site; however, no building structure/facility will be included with the bulk water sales station. The CITY also desires to locate new Public Works salt storage and brine makeup facilities on the common site. Coordination with Public Works for incorporation of the salt storage and brine makeup facilities into the overall site plan will be provided. However, design of the salt storage building and brine makeup facilities will not be provided in this Scope of Services. HDR Engineering, Inc. ("HDR") will assist the CITY with design and bid phase services for the PROJECT as described herein. It is anticipated that construction phase services will be negotiated and provided by amendment to this Agreement upon successful bidding and award of the construction contract.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY HDR ON THE PROJECT:

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

For this Task, HDR will provide the following services:

1. Provide team management and project control throughout the project duration, including budget and invoice management, schedule monitoring and updating, and resource management and allocation based on project schedules and activities.
2. Provide project planning consisting of the internal Project Management Plan for the project, which will document project activities, constraints, guidelines, schedule, budget, and procedures. Maintain, update, and distribute Project Management Plan as activities dictate.
3. Attend one Project Initiation Meeting and Site Investigation Visit with the CITY for field investigation of the PROJECT. The meeting and site visit is expected last 4 hours total and will occur on the same day. HDR Project Manager and Project Engineer will attend.

At the Site Investigation Visit, HDR will perform visual observations to identify visible features at the PROJECT site to assist in establishing elements of the PROJECT.

4. Request and compile the background data provided by CITY in electronic format as available, and hard copy. HDR will provide a list of requested data to CITY prior to Project Initiation Meeting.
5. Provide monthly progress invoices for services provided during the prior month.
6. Provide brief, memo-style, monthly progress report that enumerates activities completed during the prior month and anticipated for the coming month, provides updated project schedule, and identifies key issues that could impact the delivery of the PROJECT design and bidding. This report will be submitted to CITY with the monthly progress invoice.
7. Conduct required internal quality control activities to provide independent quality control reviews for drawings, specifications, and other project deliverables. These quality control activities are budgeted in each project task as follows.

HDR Deliverables:

1. Project Initiation Meeting minutes
2. Site Investigation Visit minutes and photographs
3. Monthly progress reports
4. Monthly progress invoices

Task 2 – Survey

For this Task, HDR will provide the following services:

1. HDR will engage the services of a surveying subconsultant to perform topographic and utilities site survey of the project site.
2. Subconsultant will locate existing horizontal and vertical control datum and provide appropriate benchmarks at the site.
3. Subconsultant will identify and locate visible surface features of the site and adjoining street right-of-way and obtain surface elevations to develop topographic mapping and contours of elevations of the site.
4. Subconsultant will obtain buried utility locations based upon marked locations by utility companies in the field as well as using drawings provided by utility companies if refused to mark in the field.

5. No legal or property boundary survey will be provided.
6. Subconsultant will prepare electronic topographic and utilities mapping to be used by HDR for project design.

HDR Deliverables:

1. Electronic topographic and utilities mapping by survey subconsultant.

Task 3 – Geotechnical Investigation and Recommendations

For this Task, HDR will provide the following services:

1. HDR will engage the services of a geotechnical subconsultant to drill five (5) exploratory borings to the depths identified below to collect samples and perform geotechnical laboratory tests. The drilling program will include:
 - a. Four (4) 60-foot borings around the EST perimeter
 - b. One (1) 120-foot boring at the center of the EST
2. Survey subconsultant will stake boring locations for geotechnical subconsultant at the site.
3. The field and laboratory testing results will be compiled into a geotechnical data and design report by the geotechnical subconsultant.
4. Geotechnical subconsultant will provide recommendations for design and construction of the EST foundation and driveway pavement section, to be included in the geotechnical data and design report.
5. HDR's geotechnical engineers will review the geotechnical data and design report and provide comments and questions to the geotechnical subconsultant.
6. HDR will incorporate the final geotechnical recommendations into the Construction Documents for the EST foundation.
7. If, during this task, poor soil conditions are discovered that could have a potential negative impact on the foundation design and cost of the EST, HDR will stop progress and meet with the CITY to develop a revised approach to complete this project.

HDR Deliverables:

1. Geotechnical Data and Design Report by geotechnical subconsultant with excavation and foundation recommendations, along with the geotechnical data (field and laboratory test results, boring logs, and a plan of borings).

Task 4.1 – Preliminary Design

For this Task, HDR will provide the following services:

1. EST Design
 - a. Provide design and specifications for both all-steel and composite concrete-pillar/steel-tank types so that both alternatives of EST can be bid.
 - b. Coordinate with EST contractors to determine preliminary EST dimensions (diameters of bowl and pillar, head range, etc.).
 - c. Develop interior piping and valving scheme.
 - d. Develop interior tank mixing scheme, anticipated to be internal riser and not mechanical mixer.
 - e. Identify 120/240V power supply needs for interior and exterior lighting, power, instrumentation, and controls.
 - f. Identify FAA requirements for lighting.
 - g. Cell phone equipment capabilities on the EST and site will not be provided.
 - h. Identify radio telemetry or fiber communications to be used.
 - i. Identify SCADA reporting needs.
 - j. Maintenance access platforms, ladders, and hatches will be identified.
2. Civil/Site Design
 - a. Design site grading for positive drainage, including emergency overflow water from the EST by overland flow in open channel/ditch/swale.
 - b. Design stormwater detention facilities required for the site development.
 - c. Design water main, valves, fittings, and restraints from EST to connection to existing 24" main inside property line, anticipated to include removal of existing fire hydrant at connection and replacement of hydrant on new EST main.
 - d. Locate electrical and fiber buried service lines to the facilities on the site as necessary.
 - e. Driveway and parking areas on the EST site will be PCC concrete material. Entrance driveway from Irvinedale Drive near the north property line with frontage driveway south along the west side of the site to tie into the existing frontage driveway of Casey's General Store near the south property line is

anticipated. Frontage driveway will also serve the Public Works salt storage and brine makeup facilities on the west side of the site. Driveway to the EST to the east interior of the site from the frontage driveway is anticipated.

- f. Security fencing including gates will be provided, anticipated to be fencing around the combined EST and Public Works salt storage and brine makeup facilities. Gates will be manually operated without electric actuation and key card access control.
- g. Design bulk water sales station and locate on the site.
- h. Develop erosion control scheme.

3. Opinion of Probable Construction Cost

- i. HDR will prepare an Opinion of Probable Construction Cost (OPCC) for the improvements.
- j. OPCC will be in accordance with an AACE Class 3 Estimate.

4. Permitting Summary

- a. HDR will identify permitting requirements for the EST including IDNR and FAA.

5. Preliminary Design Presentation

- a. Prepare and submit a draft Preliminary Design (50%) Technical Memorandum that encapsulates the activities of this Task and submit to CITY for review and comment. HDR assumes CITY will provide review and comment within 10 business days. CITY review comments will be provided in a log along with HDR's responses to comments.
- b. Provide in-house QC review of the Technical Memorandum.
- c. Present Preliminary Design Technical Memorandum in a 2-hour design review meeting with CITY with HDR's Project Manager and Project Engineer.
- d. Respond to the CITY's comments and issue final Preliminary Design (50%) Technical Memorandum.
- e. Provide the CITY with electronic PDF of the Final Technical Memorandum with 50% drawings and OPCC.

HDR Deliverables:

1. Preliminary Design (50%) Technical Memorandum (Draft and Final)
2. 50% Design OPCC
3. Permitting Summary
4. Design Review Meeting minutes

Task 4.2 – Final Design

For this task, HDR will provide the following services:

1. Advance the design of the site and EST with construction plans and technical specifications. CITY Front End Documents will be used.
2. Final design will include the following percent complete milestones and reviews:
 - a. 90%
 - b. 100% (ready for bidding)
3. EST Design
 - a. Coordinate with EST contractors to finalize EST dimensions and details for both all-steel and composite concrete-pillar/steel-tank alternatives.
 - b. Finalize interior piping and valving scheme.
 - c. Finalize interior tank mixing scheme.
 - d. Provide PCC concrete interior floor with floor drains for condensation drainage.
 - e. Finalize 120/240V power supply for interior and exterior lighting, power, instrumentation, and controls.
 - f. Finalize FAA requirements for lighting.
 - g. Finalize cell phone equipment capabilities, if any.
 - h. Finalize instrumentation and SCADA, including door switches, level transmitter, radio telemetry/antenna and/or fiber connection, cables/conduits, control panel, etc. SCADA screen programming and integration with the existing SCADA system are anticipated to be provided by Jetco under separate contract with the CITY, but estimated costs for these services will be included in the overall project OPCC.

- i. EST control panel will be designed which will house a micro PLC, radio modem and/or fiber connection, relays, and terminals. Panel will be installed inside the base (pillar) of the EST. Radio antenna will be installed at the top of the tank. Radio will connect to CITY's existing and nearest radio repeater.
- j. Finalize maintenance access platforms, ladders, and hatches.

4. Civil/Site Design

- a. Finalize site grading.
- b. Finalize stormwater detention facilities.
- c. Finalize water main, valves, fittings, and restraints.
- d. Finalize electrical and fiber buried service lines to facilities on the site.
- e. Finalize PCC concrete driveway and parking areas.
- f. Finalize security fencing and gates.
- g. Finalize bulk water sales station.
- h. Finalize erosion control.

5. Opinion of Probable Construction Cost

- a. At 90% milestone, HDR will prepare an Opinion of Probable Construction Cost (OPCC) for the improvements. OPCC will be in accordance with an AACE Class 2 Estimate.
- b. At 100% milestone, HDR will prepare an Opinion of Probable Construction Cost (OPCC) for the improvements. OPCC will be in accordance with an AACE Class 1 Estimate.

6. Permitting

- a. HDR will finalize permitting requirements for the EST including IDNR and FAA.
- b. HDR will submit 100% plans and specifications on behalf of the CITY to IDNR for review, approval, and permit issuance.
- c. CITY will pay for permit applications directly to agencies.

7. Design Presentations

- a. For each milestone (90% and 100%) HDR will submit construction plans and specifications to CITY for review and comment. HDR assumes CITY will provide

review and comment within 10 business days. CITY review comments will be provided in a log along with HDR's responses to comments.

- b. Provide in-house QC review of each milestone deliverable.
- c. After each milestone submittal, HDR will attend a 2-hour design review meeting with CITY with Project Manager and Project Engineer.
- d. HDR will provide CITY with official printed hard copies of final signed and sealed 100% documents (five copies of half-size plans and two bound copies of specifications) as well as electronic PDF files ready for bidding.

HDR Deliverables:

- 1. Electronic PDF files of the 90% and 100% construction drawings, technical specifications, and CITY front end documents.
- 2. 90% and 100% OPCC.
- 3. 90% and 100% Design Review Meeting minutes
- 4. One official printed hard copy of final signed and sealed 100% plans and specifications ready for bidding.
- 5. Electronic PDF files of final 100% plans and specifications ready for bidding.

Task 5 – Bid Phase Services

For this task, HDR will provide the following services:

- 1. Advertise the project to contractors and suppliers. CITY will pay for advertisement costs.
- 2. Provide electronic PDF files of Issued for Bids plans and specifications to Quest CDN for official distribution to bidders and suppliers.
- 3. Pre-Bid Meeting will not be performed.
- 4. Correspond with prospective bidders and suppliers and respond to questions.
- 5. Prepare required addenda containing clarifications and modifications to the Issued for Bids Documents and distribute addenda via Quest CDN.
- 6. Attend the bid opening to be conducted by CITY.
- 7. Prepare a tabulation of bids and distribute to CITY and plan holders.

8. Review bids for conformance to the contract documents.
9. Provide a recommendation of award of the construction contract.
10. After award of the construction contract by CITY, issue Notice of Award to Contractor.
11. Prepare the construction contract documents and submit to Contractor for execution.
12. Review the executed contract documents from Contractor and provide comments to Contractor for correction if necessary.
13. Submit final executed contract documents to CITY for final review and approval.

HDR Deliverables:

1. Notice of Project
2. Notice of Hearing and Letting
3. Addenda
4. Bid tabulation
5. Recommendation of award of the construction contract to CITY
6. Notice of Award to Contractor
7. Construction contract documents to Contractor for execution
8. Final executed construction contract documents to CITY for review and approval

Task 6 – Base Water Distribution System Modeling for EST Design

For this task, HDR will provide the following services:

1. Model update to support final sizing of the NW Irvinedale Elevated Storage Tank.
Update model to reflect the best available GIS data for new and updated mains within the distribution system. Update model to reflect abandoned, new, or altered facilities.

Assumptions:

- Mains that have been upsized or added since 2015 will be identified in the GIS database provided by the CITY
- Populations and locations associated with full buildout condition will be provided
- Extended period simulation to be run (96 hours)

- Previously established curves and patterns (diurnals, pumps, metered locations) will remain consistent from previous modeling efforts or updated information to be provided via SCADA data
- Peaking factors will remain consistent from previous modeling efforts or be provided by the CITY
- Site limitations (elevations) will be provided

HDR Deliverables:

- Updated model to reflect the current GIS database mains
- Model scenario for full pressure zone buildout
- Storage and pumping analysis for current and full buildout condition
- Large scale PDF map with minimum observed pressures (EPS)
- Large scale PDF map with maximum observed pressures (EPS)
- Elevated Storage Tank parameters (overflow elevation, fill and draw flowrates, and water main diameters)
- Draft and final TM documenting project

Task 7 – Additional Water Distribution System Modeling and Updated CIP

For this task, HDR will provide the following services:

1. Beginning with the CIP prepared in 2017, perform a review of completed, obsolete, or pending capital improvement projects. Update all pending projects to reflect a current start date (2023-2027) or performance trigger for when design is expected.

Assumptions:

- Updated model from base scope to be used (NW pressure zone build out already completed)
- List of completed or obsolete projects to be provided by the CITY
- Existing model scenario 2025 to be used

HDR Deliverables:

- Updated 5-year CIP with current dates, opinions of probable costs, and project definition
- Draft and final TM documenting project

Task 8 – Additional Water Distribution System Modeling and Updated Master Plan

For this task, HDR will provide the following services:

1. Perform additional water distribution system modeling and provide an updated Water Distribution System Master Plan, updated from the previous Water Distribution System Master Plan by HDR in 2017.

Assumptions:

- Updated model from base scope to be used (NW pressure zone build out already completed)
- Future Land Use is available in GIS polygons
- City limit boundaries are available in GIS
- Population per land use type is available via the Comprehensive Plan or attainable through current density data (to be applied for full buildout)

HDR Deliverables:

- Updated water demand projections for the CITY and by pressure zone (necessary storage)
- EPS scenario for full buildout condition
- Static maps of minimum pressure, maximum pressure, fire flow
- Identify transmission and fire flow areas of concern
- Propose transmission and fire flow related projects with installation date and opinion of probable cost (projected)
- Draft and final Master Plan documenting project

PART 3.0 PERIODS OF SERVICE:

<u>Task</u>	<u>Time After Notice to Proceed</u>
Task 1 – Project Initiation Meeting and Site Investigation Visit	1 Month (July 5, 2022)
Task 2 – Survey	1 Month (July 5, 2022)
Task 3 – Geotechnical Investigation	2 Months (August 2, 2022)
Task 4.1 – Preliminary Design	4 Months (October 4, 2022)
Task 4.2 – Final Design	6 Months (December 6, 2022)
Task 5 – Bid Phase Services	12 Months (June 6, 2023)

Notice to Proceed date is assumed to be June 7, 2022.

EXHIBIT B**HDR Engineering, Inc. Terms and Conditions
for Professional Services****1. STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project, however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.)

and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$43,500.00 with Snyder & Associates, Inc. for construction engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. completed the design of the NW Northlawn Area Utility Improvements - Phase 3 project which was bid locally on November 14, 2023. The Public Works Department proposes to continue using Snyder & Associates, Inc. for limited 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. 1 to the Professional Services Agreement. A copy of the original Professional Services Agreement is also attached for reference.

The fee for the additional engineering services is \$43,500.00. The original Professional Services Agreement for design engineering services is \$72,350.00. Adding Amendment No. 1 to the Professional Services Agreement increases the total contract amount to \$115,850.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$43,500.00 for the NW Northlawn Area Utility Improvements - Phase 3 project.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3
ANKENY, IOWA**

This Amendment entered into this 5th day of February, 2024, to the Professional Services Agreement dated May 15, 2023, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the “CLIENT”, and Snyder & Associates, Inc., hereinafter referred to as the “PROFESSIONAL”.

This Amendment is associated with the Construction Services for the NW Northlawn Area Utility Improvements – Phase 3 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:

ARTICLE I. SCOPE OF WORK, SECTION C. CONSTRUCTION SERVICES,

Replace Section C of the original agreement with the following Section C:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the Contractor and CLIENT to review the contract 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 assist the CLIENT with On-Call construction administration assistance throughout the duration of the construction project. This construction assistance may comprise of answering questions from the CLIENT, attend construction meetings, construction observation, and similar type work upon request of the CLIENT. The PROFESSIONAL has anticipated a maximum of 1 hour of assistance per week for approximately 30 weeks.
- d. The PROFESSIONAL shall attend a final walkthrough of the project and provide a certificate of project completion.

2. 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 pipe, structures, and adjustments (SUDAS station location offsets with flow line and rim elevations)
- e. Hydrant, valves, appurtenances, water main pipe, water main critical crossings, and adjustments (centerline pipe, top of pipe elevations, and station location offsets with elevations)
- f. Roadway pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height)
- g. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations)
- h. Sidewalk pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations)
- i. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations)

- j. Roadway lighting (center of pole locations for temporary relocation of wood poles behind the ROW pre-construction and for permanent relocation of wood poles back into existing ROW post-construction)

3. 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/observation phase including water main crosses, tees, and bends as provided by the CLIENT'S observation staff during construction.
- b. Storm, sanitary, and water main above ground structure location data and below ground flow line data for storm and sanitary.
- c. Record Drawing deliverables per the City of Ankeny Submittal requirements.

4. MONUMENT PRESERVATION

The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not limited to identifying the existing monuments within the public improvement 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.

Three (3) different monument preservation drawings are anticipated for this Phase.

ARTICLE IV. COMPENSATION AND TERMS OF PAYMENT, shall be amended as follows:

A. BASIC ENGINEERING SERVICES

	Base Contract	Amendment 1	Base Contract +Amendment 1
1. Project Administration and Coordination	\$15,700.00	\$0.00	\$15,700.00
2. Final Design and Construction Plan Preparation	\$47,200.00	\$0.00	\$47,200.00
3. Project Information Meeting	\$4,200.00	\$0.00	\$4,200.00
4. Bid Period Assistance	\$4,500.00	\$0.00	\$4,500.00
5. Permit Fees	\$750.00	\$0.00	\$750.00
TOTAL	\$72,350.00	\$0.00	\$72,350.00

B. CONSTRUCTION SERVICES

	Base Contract	Amendment 1	Base Contract +Amendment 1
1. Construction Administration	\$0.00	\$10,000.00	\$10,000.00
2. Construction Staking	\$0.00	\$24,000.00	\$24,000.00
3. Record Drawings	\$0.00	\$7,000.00	\$7,000.00
4. Monument Preservation	\$0.00	\$2,500.00	\$2,500.00
TOTAL	\$0.00	\$43,500.00	\$43,500.00
TOTAL CONTRACT AMOUNT	\$72,350.00	\$43,500.00	\$115,850.00
TOTAL AMENDMENT NO. 1			\$43,500.00

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 February, 2024.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska
City Clerk, City of Ankeny

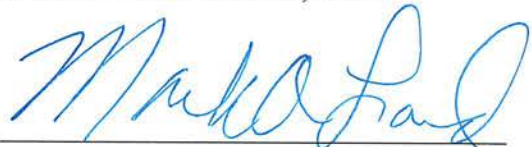
By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.



Melonie Wallace
Executive Assistant
Snyder & Associates, Inc.

By 

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



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 15th day of May, 2023, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3
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

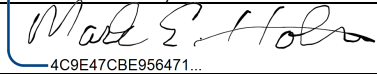
Exhibit B Insurance Requirements

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: 
4C9E47CBE956471...

(Authorized agent)

Mark E. Holm

(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By:  Digitally signed by Mark A. Land, P.E., CFM
Date: 2023.04.27 13:25:27 -05'00'

(Authorized agent)

Mark A. Land, P.E., CFM

(Printed or typed signature)

Route executed copy to: JWH

EXHIBIT A – SCOPE OF SERVICES

NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 3

I. SCOPE OF WORK

A. PROJECT DESCRIPTION

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the final design for the construction of roadway and utility improvements for the Phase 3 area of the NW Northlawn neighborhood in the City of Ankeny (refer to EXHIBIT D for Phase 1 through Phase 4 project limits).
2. The PROJECT includes reconstructing the following roadways:
 - a. Approximately 695 LF of NW Kline Street from West First Street to just south of NW 3rd Street.
 - b. Approximately 400 LF of NW 2nd Street from NW Kline Street to just west of NW Des Moines Street.
3. Removing existing and installing new storm sewer with sump services within the PROJECT limits.
4. Removing existing 4” water main and installing new 8” water main and services within the PROJECT limits.
5. Removing existing and installing new sanitary sewer and services within the PROJECT limits.
6. Removing existing and installing new driveway approaches, sidewalk and sidewalk ramps, and traffic signs within the PROJECT limits.
7. Preparing one set of plans for the PROJECT to be constructed in 2024. The PROFESSIONAL will complete design, plans, contract documents, specifications, and bid phase assistance, defined in Article I.B, for the Project.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. Project coordination for engineering with internal staff and the CLIENT.
- d. Project design review with the CLIENT of the Preliminary Plans and the Check Plans.
- e. Two meetings with the CLIENT to review the project plans, construction details, construction staging, and project schedule.
- f. Private utility coordination for utility relocations needed prior to construction commencing.
- g. Submit pre-construction documents to the CLIENT per the City of Ankeny submittal requirements.

2. FINAL DESIGN AND CONSTRUCTION PLAN PREPARATION

The PROFESSIONAL shall prepare construction documents for the PROJECT to meet the schedule outlined in Article III.

- a. The PROFESSIONAL shall complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CLIENT for review and approval prior to final acceptance and distribution for a local letting. The final design will involve the development of project details, general notes, constructability methods, final plan contract drawings, special provisions, construction limits, control reference notes, erosion control, staging, and coordination.
- b. The project information will include full plan sheets including the following:
 - i. Title Sheet (A-Sheets)
 - ii. Typical Section and Special Details (B-Sheets)

- iii. Quantities, Estimate Reference Information, and Tabulations (C-Sheets)
 - iv. Roadway Plan and Profile Information (D-Sheets)
 - v. Removal Sheets (F-Sheets)
 - vi. Survey Control (G-Sheets)
 - vii. Staging and Traffic Control (J-Sheets)
 - viii. Horizontal and Vertical Geometry and Jointing (L-Sheets)
 - ix. Storm Sewer Plan and Profile Sheets (M-Sheets)
 - x. Sanitary Sewer Plan and Profile Sheets (MSA-Sheets)
 - xi. Water Main Plan and Profile Sheets (MWM-Sheets)
 - xii. Grading Contours and Erosion Control Sheets (R-Sheets)
 - xiii. Horizontal and Vertical Geometry for Sidewalk Ramps (S-Sheets)
 - xiv. Roadway Cross Sections @ 25' Intervals and at all driveway approaches (W-Sheets)
- c. Specifications may include Special Provisions to supplement SUDAS Standard Specifications and the City of Ankeny Supplemental Specifications.
- d. It is anticipated that the PROJECT will consist of two main stages. Stage 1 will consist of all construction work for the NW 2nd Street reconstruction and Stage 2 will consists of all construction work for the NW Kline Street reconstruction. During each stage, the roadways worked on will be closed to traffic. When one stage is closed to traffic the other stage will remain open to traffic. Temporary sidewalks will be needed to provide access to the local residents' homes. The staging and traffic control (J-sheets) will be prepared to reflect this.
- e. The east side of NW Kline Street between W 1st Street and NW 2nd Street is located much higher than the existing roadway. Preliminary plans show a variable parking slope to match these grades. Final design may utilize a maximum parking slope of 12% and a short 6" to 12" curb on the back side of the sidewalk, if necessary.
- f. The PROFESSIONAL will submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 10% construction contingency.
- g. The PROFESSIONAL will submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with 5% construction contingency.

- h. The PROFESSIONAL will submit Bid Documents including standard City of Ankeny front end documents to the CLIENT. The PROFESSIONAL will submit a final opinion of probable construction costs with 0% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry.
- i. Permits: Prepare and submit to CLIENT and Iowa DNR the NPDES, Wastewater, and Water Supply Permits. All fees required for the permits will be included with this agreement.

3. PROJECT INFORMATION MEETING

After Check Plans are submitted to the CLIENT, the PROFESSIONAL and CLIENT will present the design to the property 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.

4. 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. 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 bid letting 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 shall be performed by the CLIENT or by the PROFESSIONAL under a separate Agreement or Amendment.

D. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

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 (SWPPP), 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 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 using the SWPPP template provided by the CLIENT.

2. CLIENT'S Responsibility

CLIENT shall be solely responsible for: a) the submittal of the Notice of Intent, to be published by the PROFESSIONAL; 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 (SWPPP) as a part of the Contract Documents using the SWPPP template provided by the CLIENT.

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.

II. CLIENT'S RESPONSIBILITIES

At its own expense, the CLIENT shall have the following responsibilities regarding the execution of this Agreement by the PROFESSIONAL.

A. PROJECT OFFICER

The CLIENT shall name a Project Officer to act as the CLIENT's representative with respect to the work performed under this Agreement. All correspondence with CLIENT relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the PROFESSIONAL's work, the CLIENT will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the PROFESSIONAL to proceed with work within a reasonable time period.

C. PROJECT REQUIREMENTS

The CLIENT shall furnish the following information for the PROJECT: design and construction standards; construction documents of projects within close proximity; known property locations and conditions; and zoning restrictions.

III. PROJECT SCHEDULE

This PROJECT, from design through the project letting period, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

<u>Task</u>	<u>Projected Completion Date</u>
Authorization to Proceed	May 1, 2023
Preliminary Design and Plans	May 2023
City Review of Preliminary Plans	June 2023
PMT Meeting #1 (Preliminary Plans)	June 2023
Check Design and Plans	July 2023
City Review of Check Plans	August 2023
PMT Meeting #2 (Check Plans)	August 2023
Public Information Meeting	July-August 2023
Final Design and Plans	September, 2023
City Review Final Plans	October 9, 2023
City Council Set Hearing and Letting Dates	October 16, 2023
Bid Letting	November 14, 2023
Public Hearing to Review Bids & Award Contract	November 20, 2023
Construction Commence	April 2024

IV. 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 PROFESSIONAL SERVICES

1.	Project Administration	\$15,700
2.	Final Design and Construction Plan Preparation	\$47,200
3.	Project Information Meeting	\$4,200
4.	Bid Period Assistance	\$4,500
5.	Permit Fees and Reimbursable	<u>\$750</u>

Total Basic Professional Services Fees.....\$72,350

Anytime the PROFESSIONAL anticipates that actual fees will exceed estimated fees, the PROFESSIONAL shall immediately notify the CLIENT, in writing, of the proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject same.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

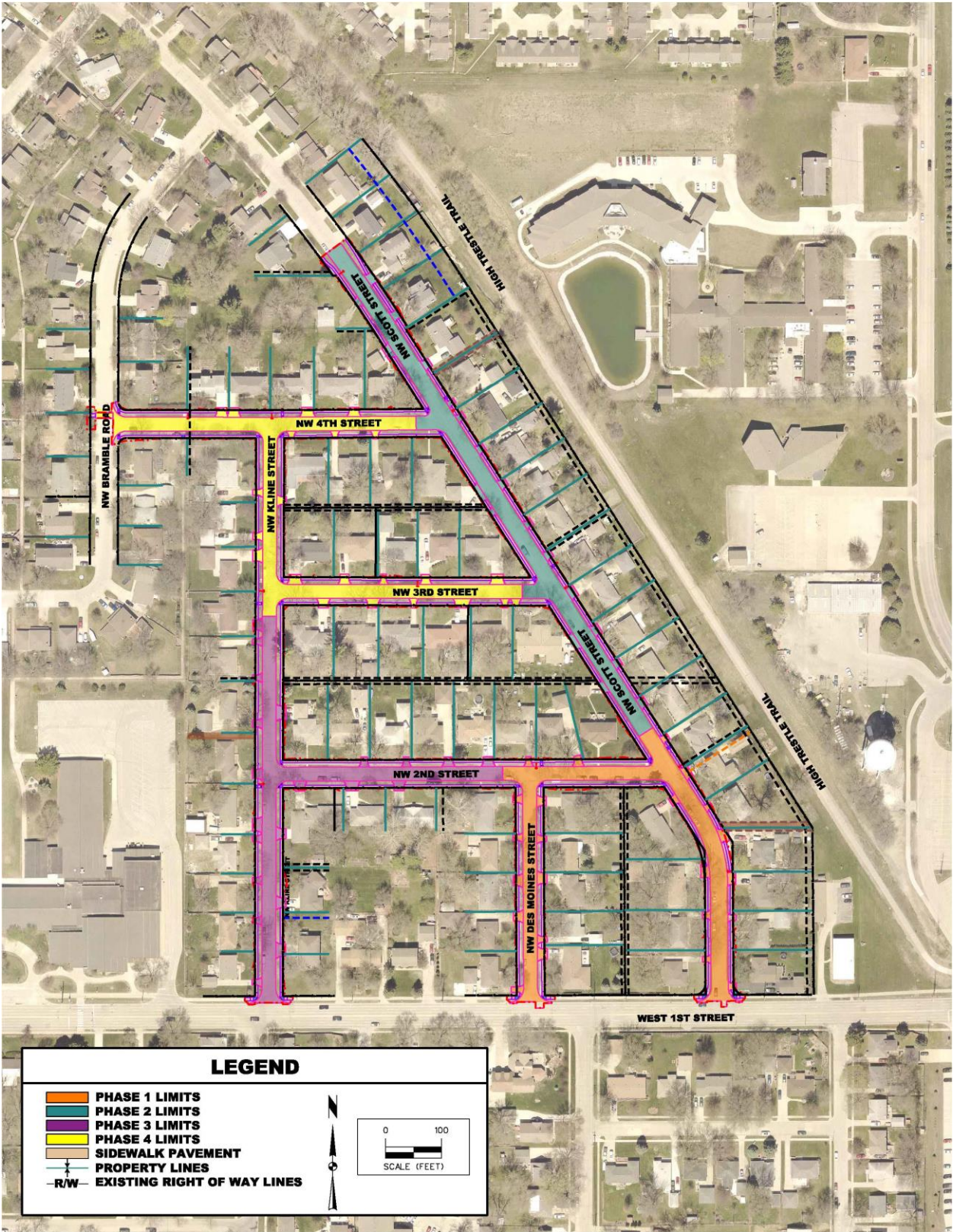
No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.



STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced

EXHIBIT D - Location Map





ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$7,175.00 to DIXON Engineering, Inc., for engineering services on the Magazine Ground Storage Reservoir Rehabilitation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: MagazineGround Storage Reservoir Rehabilitation Project
Contractor: DIXON Engineering, Inc.
Address: 1104 Third Ave, Lake Odessa, MI 48849
Finance Budget Code: 612.3612.4210 Finance Project #: 612.4210
Vendor Project #: IA2023TSW-5693 Purchase Order #:
Original Contract Date: October 16, 2023 Vendor Account #: 9477

Date of Council Meeting: February 5, 2024 Payment Application #: 1

Payment Period: From: October 20, 2023 Through: January 8, 2024

Contract Summary:

Original Contract Amount:	\$	8,175.00	
Net Change by Change Orders:			
Contract Amount to Date: (line 1 ± 2)	\$	8,175.00	
Total Completed and Stored to Date:	\$	7,175.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	7,175.00	
Less Previous Applications for Payment:			
SUBTOTAL:	\$	7,175.00	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 7,175.00

Balance to Finish, Including Retainage: \$ 1,000.00

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

DIXON Engineering, Inc.

Firm Name

Signature

Date

January 9, 2024

City of Ankeny Staff Approval:

Signature

Date

1/10/24

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

dclark@ankenyiowa.gov

Phone Number:

515-963-3529

Date Printed: 1/10/2024

DIXON ENGINEERING, INC.

1104 Third Avenue, Lake Odessa, MI 48849 • Tel: 616-374-3221 • Fax: 616-374-7116

City of Ankeny
410 W First St
Ankeny, IA 50023
Attn: Don Clark

Invoice number 24-0035
Date 01/09/2024
Project IA2023TSW-5693 ANKENY IA

Description	Contract Amount	Prior Billed	Current Billed
1,000,000 Gallon Reservoir - (Magazine Rd) #15 77 03 03			
Technical Specifications & Contract Documents	7,175.00	0.00	7,175.00
Bid-Opening Meeting	1,000.00	0.00	0.00
Subtotal	8,175.00	0.00	7,175.00
Total	8,175.00	0.00	7,175.00

Invoice total 7,175.00

PLEASE MAKE PAYMENT TO OUR CORPORATE OFFICE: DIXON ENGINEERING, INC., 1104 THIRD AVENUE, LAKE ODESSA MI 48849

ALL INVOICES DUE NET 30

PAYMENT BY CREDIT CARD --- PLEASE VISIT OUR WEB SITE AT --- www.dixonengineering.net/invoice-payment/.

Enter the password: InvoiceAcce\$\$



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #21 in the amount of \$9,290.74 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 21 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	300,600.00	
Total completed and stored to date:	\$	205,966.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	205,966.94	
Less previous applications for payment:	\$	196,676.20	
SUBTOTAL	\$	9,290.74	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,290.74

Balance to finish, including retainage: \$ 94,633.06

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Signature

Date

January 16, 2024

City of Ankeny Staff Approval:

Signature

Date

1/25/24

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

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

Date Printed: 1/16/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL \$ 196,676.20

Record of Change Orders

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

Contract Time Remaining

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

Invoice

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

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

January 25, 2024

Project No: 0022A004.00

Invoice No: 88271

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

Invoice Total USD 9,290.74

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through December 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager II	4.00	202.00	808.00
Project Engineer II	9.00	166.00	1,494.00
Technician I	66.50	85.00	5,652.50
Construction Manager III	3.50	182.00	637.00
Project Administrator II	1.00	102.00	102.00
Totals	84.00		8,693.50
Total Labor			8,693.50

Project Expenses 27.00

Miscellaneous Expenses 570.24

Billing Limits	Current	Prior	To-Date
Total Billings	9,290.74	196,676.20	205,966.94
Limit			300,600.00
Remaining			94,633.06

Total This Invoice USD 9,290.74



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$1,909.04 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Trunk Sewer - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer - Phase 2
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 4 **PO #**
Original Contract Date: September 5, 2023 **Vendor #** 2078

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	29,000.00	
Net change by Change Orders:	\$	100,000.00	
Contract Amount to Date: (line 1 ± 2)	\$	129,000.00	
Total completed and stored to date:	\$	24,427.64	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	24,427.64	
Less previous applications for payment:	\$	22,518.60	
SUBTOTAL	\$		1,909.04

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,909.04

Balance to finish, including retainage: \$ 104,572.36

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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TOTAL \$ 22,518.60

Record of Change Orders

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

Contract Time Remaining

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

Invoice

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

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

January 25, 2024

Project No: 0023A020.00

Invoice No: 88273

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

Invoice Total USD 1,909.04

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

Professional Services through December 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager II	2.00	202.00	404.00
Project Engineer II	1.00	166.00	166.00
Technician VIII	1.00	165.00	165.00
Project Administrator II	1.00	102.00	102.00
Totals	5.00		837.00
Total Labor			837.00

Expenses

1,072.04

Billing Limits

	Current	Prior	To-Date
Total Billings	1,909.04	22,518.60	24,427.64
Limit			29,000.00
Remaining			4,572.36

Total This Invoice USD 1,909.04



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #10 in the amount of \$32,300.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 10 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	473,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00	
Total completed and stored to date:	\$	447,088.74	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	447,088.74	
Less previous applications for payment:	\$	414,788.64	
SUBTOTAL	\$		32,300.10

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 32,300.10

Balance to finish, including retainage: \$ 26,311.26

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Andy Floy

Digitally signed by Andy S. Floy
DN: cn=Andy S. Floy, ou=Active User
Account, ou=Members, dc=foth,
dc=ia
Reason: I am approving this document
Date: 2024.01.16 16:32:24-05'00'

Signature

Date

January 16, 2024

City of Ankeny Staff Approval:

Mitch Wedell

Signature

Date

1-25-24

Submit to: Mitch Wedell, P.E. - Development Engineering Manager

E-mail: MWedell@AnkenyIowa.gov Phone: (515) 963-3520 Fax: (515) 963-3535

Date Printed: 1/16/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL \$ 414,788.64

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: December 1st to December 31st, 2023

Work Completed:

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

- Ongoing project coordination and project management.
- Completed prelim storm sewer design
- Met with City and CDA on drainage design coordination
- Met with City and roundabout peer review consultant
- Continue roadway prelim design and plan preparation

Work Scheduled:

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

- Continue design development coordination and project management.
- Coordinate with CDA on development drainage to incorporate design changes.
- Coordinate with the City and roundabout peer review consultant
- Update roadway profile with changes from CDA design
- Update culverts and storm sewer design with changes from CDA design

Submittal Schedule:

The following dates are according to the original project contract:

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

General Comments:

- None

Invoice

REMIT TO:	Foth Infrastructure & Environment, LLC P.O. Box 8418 Carol Stream, IL 60197-8418
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NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

January 25, 2024

Project No: 0023A007.00

Invoice No: 88272

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

Invoice Total	USD 32,300.10
----------------------	----------------------

Project 0023A007.00 NW State Street Extension

Professional Services through December 31, 2023**Professional Personnel**

	Hours	Rate	Amount
Project Manager II	19.50	202.00	3,939.00
Project Engineer V	14.00	216.00	3,024.00
Project Engineer III	59.00	178.00	10,502.00
Project Engineer I	7.50	154.00	1,155.00
Staff Engineer II	94.80	137.00	12,987.60
Staff Engineer I	4.00	127.00	508.00
Technician VIII	.50	165.00	82.50
Project Administrator II	1.00	102.00	102.00
Totals	200.30		32,300.10
Total Labor			32,300.10

Billing Limits	Current	Prior	To-Date
Total Billings	32,300.10	414,788.64	447,088.74
Limit			473,400.00
Remaining			26,311.26
Total This Invoice			USD 32,300.10



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$35,957.25 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety 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



Project Title: Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200 Johnston, IA 50131
Finance Budget Code: 998.3998.4210 **Finance Project #:** 998.421
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: February 7, 2022 **Vendor Account #:** 5513

Date of Council Meeting: February 5, 2024 **Payment Application #:** 14

Payment Period: From: November 25, 2023 Through: December 29, 2023

Contract Summary:

Original Contract Amount:	\$	355,700.00	
Net Change by Change Orders:	\$	473,813.00	
Contract Amount to Date: (line 1 ± 2)	\$	829,513.00	
Total Completed and Stored to Date:	\$	605,255.43	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	605,255.43	
Less Previous Applications for Payment:	\$	569,298.18	
SUBTOTAL:	\$		35,957.25

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 35,957.25

Balance to Finish, Including Retainage: \$ 224,257.57

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: HR Green, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval: HR Green, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Jim Haberichter

E-mail: jhaberichter@Ankenylowa.gov

Phone Number: 515-963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	4/18/22	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
5	October 17, 2022	\$ 65,290.75
6	November 7, 2022	\$ 66,482.50
7	January 3, 2023	\$ 29,525.63
8	August 7, 2023	\$ 2,217.00
9	September 18, 2023	\$ 40,890.60
10	October 2, 2023	\$ 26,102.28
11	November 6, 2023	\$ 74,065.26
12	December 4, 2023	\$ 26,000.65
13	December 18, 2023	\$ 27,985.75
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 569,298.18

Record of Change Orders:

No.	Date	Amount
1	July 5, 2022	\$ 16,500.00
2	May 15, 2023	\$ 457,313.00
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CHANGE ORDER TOTAL = \$ 473,813.00

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



Please Remit To:
 HR Green, Inc.
 PO Box 8213
 Des Moines, IA 50301-8213
 319-841-4000

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

January 22, 2024
 Project No: 210345.02
 Invoice No: 171321
 Invoice Total: \$35,957.25

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through December 29, 2023

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Senior Professional	20.00	4,400.00	
Professional	6.50	1,182.50	
Field Personnel	116.00	13,340.00	
Admin Coordinator	.50	63.50	
Totals	143.00	18,986.00	
Total Labor			18,986.00

Consultants

Nilles Associates			
12/13/2023	Nilles Associates	Construction Survey	9,026.35
12/13/2023	Nilles Associates	Construction Survey	2,962.40
Terracon Consultants, Inc.			
12/7/2023	Terracon Consultants, Inc.	Materials Testing	3,220.00
Total Consultants			15,208.75
			15,208.75

Unit Charges

Mileage 0.625		552.50	
Total Unit Charges		552.50	552.50

Total this Phase \$34,747.25

Phase 12.0 Construction Phase Services - Fiber Optic

Professional Personnel

	Hours	Amount	
Professional	5.50	1,210.00	
Totals	5.50	1,210.00	
Total Labor			1,210.00

Total this Phase \$1,210.00

Billing Limits

	Current	Prior	To-Date
Total Billings	35,957.25	183,078.29	219,035.54
Limit			443,313.00
Remaining			224,277.46

Total this Invoice \$35,957.25



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

HRGREEN.COM

January 24, 2024

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 - SW State Street Underpass and
SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

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 #	171321
Period covered by invoice	11/25/23 – 12/29/23
Amount this invoice	\$35,957.25
Total billings to date, including this invoice	\$591,072.18
Contract maximum fee	\$829,513.00
% of Contract billed to date	71.26%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Project visits and reviews by Engineer
- Project management

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.

Tony Babcock, P.E.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #26 in the amount of \$57,869.50 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #26

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 5, 2024
PAYMENT REQUEST # 26
PAYMENT PERIOD: From: October 21, 2023 Through: January 5, 2024

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	279,330.00	
Contract Amount to Date: (line 1 ± 2)	\$		408,890.00
Total completed and stored to date:	\$	398,889.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		398,889.50
Less previous applications for payment:	\$		341,020.00
SUBTOTAL			\$ 57,869.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 57,869.50

Balance to finish, including retainage: \$ 10,000.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

January 10, 2024

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

1/24/24

Submit to:

Becky Ford, PE, CFM - Stormwater and Environmental Manager

E-mail:

BFord@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 341,020.00

Record of Change Orders

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

Contract Time Remaining

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



January 10, 2024

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 26
JEO Project No. 200170.01

Becky,

This is the twenty-sixth progress report for the above referenced project and covers work through January 5, 2024. Work during the specified timeframe includes additional Construction Administration and Resident Project Representative driven by the Contractor's time extending beyond the contractual working days.

I am withholding on billing approximately \$10,000 on the contract until we provide you with the final as-built deliverables, which I expect to be completed by the end of January 2024.

We have enjoyed working with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures



Engineering | Architecture | Surveying | Planning

Invoice

January 10, 2024

Project No: R200170.01

Invoice No: 147603

Invoice Amount: 57,869.50

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

Project Manager Michael Mitchell

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

Professional Services through January 5, 2024

Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
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	\$47,460.00		\$47,460.00	\$47,460.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$30,000.00	\$30,000.00	0.00
Construction Administration	\$149,965.00		\$149,965.00	\$149,965.00	0.00
Additional RPR	\$84,860.00		\$74,859.50	\$16,990.00	\$57,869.50
Total	\$408,890.00		\$398,889.50	\$341,020.00	\$57,869.50

Total Amount Due Upon Receipt : \$57,869.50

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

JEO Consulting Group, Inc.

Invoice 147603 Dated 1/10/2024

Wednesday, January 10, 2024

3:04:11 PM

Project	R200170.01	Ankeny SE 3rd Street Improvements - Phase 1
Phase	710CSD	Additional RPR (Construction Services)

Hours this Invoice

		Hours		Amount
WatResEngr	9/1/2023	3.00	140.00	420.00
Field Construction Inspector	7/6/2023	3.25	115.00	373.75
Field Construction Inspector	7/7/2023	2.00	115.00	230.00
Field Construction Inspector	7/10/2023	6.00	115.00	690.00
Field Construction Inspector	7/11/2023	4.00	115.00	460.00
Field Construction Inspector	7/13/2023	4.00	115.00	460.00
Field Construction Inspector	7/14/2023	4.00	115.00	460.00
Field Construction Inspector	7/17/2023	4.00	115.00	460.00
Field Construction Inspector	7/18/2023	5.00	115.00	575.00
Field Construction Inspector	7/19/2023	3.00	115.00	345.00
Field Construction Inspector	7/20/2023	3.00	115.00	345.00
Field Construction Inspector	7/21/2023	5.00	115.00	575.00
Field Construction Inspector	7/24/2023	4.00	115.00	460.00
Field Construction Inspector	7/25/2023	5.00	115.00	575.00
Field Construction Inspector	7/27/2023	6.00	115.00	690.00
Field Construction Inspector	7/28/2023	5.00	115.00	575.00
Field Construction Inspector	7/31/2023	8.00	115.00	920.00
Field Construction Inspector	8/1/2023	8.00	115.00	920.00
Field Construction Inspector	8/2/2023	4.00	115.00	460.00
Field Construction Inspector	8/3/2023	8.00	115.00	920.00
Field Construction Inspector	8/7/2023	3.00	115.00	345.00
Field Construction Inspector	8/8/2023	6.00	115.00	690.00
Field Construction Inspector	8/9/2023	4.00	115.00	460.00
Field Construction Inspector	8/10/2023	6.00	115.00	690.00
Field Construction Inspector	8/16/2023	1.00	115.00	115.00
Field Construction Inspector	8/17/2023	7.00	115.00	805.00
Field Construction Inspector	8/18/2023	7.00	115.00	805.00
Field Construction Inspector	8/21/2023	8.00	115.00	920.00
Field Construction Inspector	8/22/2023	8.00	115.00	920.00
Field Construction Inspector	8/23/2023	7.00	115.00	805.00
Field Construction Inspector	8/25/2023	8.00	115.00	920.00
Field Construction Inspector	8/28/2023	8.00	115.00	920.00
Field Construction Inspector	8/29/2023	8.00	115.00	920.00
Field Construction Inspector	8/30/2023	8.00	115.00	920.00
Field Construction Inspector	8/31/2023	8.00	115.00	920.00
Field Construction Inspector	9/5/2023	8.00	115.00	920.00
Field Construction Inspector	9/6/2023	8.00	115.00	920.00
Field Construction Inspector	9/7/2023	8.00	115.00	920.00
Field Construction Inspector	9/8/2023	3.00	115.00	345.00
Field Construction Inspector	9/11/2023	8.00	115.00	920.00
Field Construction Inspector	9/12/2023	2.50	115.00	287.50
Field Construction Inspector	9/14/2023	8.00	115.00	920.00
Field Construction Inspector	9/16/2023	3.00	115.00	345.00
Field Construction Inspector	9/19/2023	6.00	115.00	690.00
Field Construction Inspector	9/20/2023	4.00	115.00	460.00
Field Construction Inspector	9/21/2023	3.00	115.00	345.00
Field Construction Inspector	9/22/2023	6.00	115.00	690.00
Field Construction Inspector	10/23/2023	4.00	115.00	460.00
Field Construction Inspector	10/24/2023	6.00	115.00	690.00

Project	R200170.01	Ankeny SE 3rd St Improvements - Phase 1			Invoice	147603
Field Construction Inspector	10/25/2023	5.00	115.00	575.00		
Field Construction Inspector	10/26/2023	4.00	115.00	460.00		
Field Construction Inspector	10/27/2023	4.00	115.00	460.00		
Field Construction Inspector	11/3/2023	6.00	115.00	690.00		
Field Construction Inspector	11/8/2023	4.00	115.00	460.00		
Field Construction Inspector	11/15/2023	6.00	115.00	690.00		
Field Construction Inspector	11/17/2023	6.00	115.00	690.00		
Field Construction Inspector	11/22/2023	4.00	115.00	460.00		
Field Construction Inspector	11/30/2023	6.00	115.00	690.00		
Field Construction Inspector	12/1/2023	4.00	115.00	460.00		
Field Construction Inspector	12/5/2023	4.00	115.00	460.00		
Water & Wastewater Senior Project Manager	6/5/2023	.50	265.00	132.50		
Survey CADD Technician	12/6/2023	2.00	110.00	220.00		
Transportation Senior Engineer	6/5/2023	.50	180.00	90.00		
Staff Accountant	8/28/2023	.25	110.00	27.50		
Transportation Engineer	9/25/2023	3.50	125.00	437.50		
Transportation Engineer	9/27/2023	5.00	125.00	625.00		
Transportation Engineer	9/28/2023	1.00	125.00	125.00		
Transportation Engineer	9/29/2023	4.00	125.00	500.00		
Transportation Engineer	10/2/2023	1.00	125.00	125.00		
Transportation Engineer	10/16/2023	3.50	125.00	437.50		
Transportation Engineer	10/17/2023	7.00	125.00	875.00		
Transportation Engineer	10/23/2023	.50	125.00	62.50		
Totals		350.50		40,733.75		
Total Labor						40,733.75
Total this Phase						\$40,733.75

Phase	710TRA	Additional RPR (Transportation)			
Hours this Invoice					
		Hours	Amount		
Transportation Senior Engineer	9/26/2023	2.00	180.00	360.00	
Transportation Senior Engineer	9/29/2023	.50	180.00	90.00	
Transportation Senior Engineer	10/5/2023	1.00	180.00	180.00	
Transportation Senior Engineer	10/9/2023	1.00	180.00	180.00	
Transportation Senior Engineer	10/10/2023	1.00	180.00	180.00	
Transportation Senior Engineer	10/11/2023	2.00	180.00	360.00	
Transportation Senior Engineer	10/12/2023	2.00	180.00	360.00	
Transportation Senior Engineer	10/13/2023	1.00	180.00	180.00	
Transportation Senior Engineer	10/16/2023	1.00	180.00	180.00	
Transportation Senior Engineer	10/17/2023	1.00	180.00	180.00	
Transportation Senior Engineer	10/18/2023	1.50	180.00	270.00	
Transportation Senior Engineer	10/23/2023	2.00	180.00	360.00	
Transportation Senior Engineer	10/27/2023	2.00	180.00	360.00	
Transportation Senior Engineer	10/30/2023	2.50	180.00	450.00	
Transportation Senior Engineer	10/31/2023	1.00	180.00	180.00	
Transportation Senior Engineer	11/1/2023	2.00	180.00	360.00	
Transportation Senior Engineer	11/6/2023	1.00	180.00	180.00	
Transportation Senior Engineer	11/7/2023	1.00	180.00	180.00	
Transportation Senior Engineer	11/13/2023	1.00	180.00	180.00	
Transportation Senior Engineer	11/30/2023	1.00	180.00	180.00	
Transportation Senior Engineer	12/1/2023	2.50	180.00	450.00	
Transportation Senior Engineer	12/5/2023	1.00	180.00	180.00	
Transportation Senior Engineer	12/8/2023	2.00	180.00	360.00	

Project	R200170.01	Ankeny SE 3rd St Improvements - Phase 1			Invoice	147603
Transportation Senior Engineer	12/11/2023	.50	180.00	90.00		
Transportation Senior Engineer	12/12/2023	1.00	180.00	180.00		
Transportation Senior Engineer	12/18/2023	1.00	180.00	180.00		
Transportation Senior Engineer	12/19/2023	1.00	180.00	180.00		
Transportation Senior Engineer	1/4/2024	3.00	180.00	540.00		
Transportation Engineer	8/24/2023	5.50	140.00	770.00		
Transportation Engineer	9/26/2023	3.00	140.00	420.00		
Transportation Engineer	9/27/2023	4.00	140.00	560.00		
Transportation Engineer	9/28/2023	3.00	140.00	420.00		
Transportation Engineer	10/2/2023	4.50	140.00	630.00		
Transportation Engineer	10/3/2023	6.00	140.00	840.00		
Transportation Engineer	10/4/2023	4.00	140.00	560.00		
Transportation Engineer	10/5/2023	3.00	140.00	420.00		
Transportation Engineer	10/6/2023	2.00	140.00	280.00		
Transportation Engineer	10/9/2023	4.50	140.00	630.00		
Transportation Engineer	10/10/2023	5.00	140.00	700.00		
Transportation Engineer	10/12/2023	6.00	140.00	840.00		
Senior Bridge Engineer	5/30/2023	3.50	185.00	647.50		
Senior Bridge Engineer	6/14/2023	3.00	185.00	555.00		
Senior Bridge Engineer	6/20/2023	3.50	185.00	647.50		
Senior Bridge Engineer	6/21/2023	3.00	185.00	555.00		
Transportation Engineer	10/11/2023	4.50	125.00	562.50		
	Totals		107.50	17,147.50		
	Total Labor					17,147.50
			Total this Phase			\$17,147.50
			Total this Project			\$57,881.25
			Total this Report			\$57,881.25



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$16,697.50 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 5, 2024

Payment Application #: 9-10

Payment Period: From: December 16, 2023 Through: January 12, 2024

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	192,510.79	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	192,510.79	
Less Previous Applications for Payment:	\$	175,813.29	
SUBTOTAL:	\$		16,697.50

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 16,697.50

Balance to Finish, Including Retainage: \$ 76,889.21

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 1/29/2024



Monthly Progress Report

DATE PREPARED | 1/24/24
PROJECT NAME | Ankeny Transportation Master Plan
JEO PROJECT NO. | R222064
CITY PROJECT MANAGER | Leslie Hart
CITY ADDRESS | 1210 NW Prairie Ridge Dr, Ankeny, IA 50023
PROFESSIONAL SERVICES DATE | 2/20/22
AGREEMENT NTP | 2/20/22
AGREEMENT END DATE | 5/31/24

Dear Leslie Hart,

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

1. SUMMARY OF WORK PERFORMED THIS PERIOD

- Project Management activities to coordinate progress
- Public engagement summary of results and website updates
- Project progress meetings
- Alternatives planning and analysis of future projects and programs
- Transportation plan documentation

2. SUMMARY OF WORK ANTICIPATED NEXT PERIOD

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

3. INFORMATION/DECISIONS NEEDED FROM THE CITY

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

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

- None to date.



Engineering | Architecture | Surveying | Planning

Invoice

January 24, 2024

Project No: R222064.00

Invoice No: 148015

Invoice Amount: 16,697.50

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

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through January 12, 2024

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	67%	\$23,061.25	\$20,861.25	\$2,200.00
Current and Future Transportation Conditions	\$54,150.00	100%	\$54,150.00	\$54,150.00	0.00
Public Engagement and Stakeholder Input	\$56,200.00	76%	\$42,675.00	\$42,150.00	\$525.00
Goals, Objectives, and Action Steps	\$29,750.00	88%	\$26,257.75	\$26,257.75	0.00
Alternatives Analysis & Prioritization	\$49,620.00	53%	\$26,422.00	\$15,118.75	\$11,303.25
Transportation Master Plan	\$40,100.00	47%	\$18,847.00	\$16,177.75	\$2,669.25
Direct Costs	\$5,050.00	22%	\$1,097.79	\$1,097.79	0.00
Total	\$269,400.00		\$192,510.79	\$175,813.29	\$16,697.50

Total Amount Due Upon Receipt : \$16,697.50

Email invoice to: lhart@ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #5 in the amount of \$12,672.03 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 5, 2024 Payment Application #: 5

Payment Period: From: December 9, 2023 Through: January 19, 2024

Contract Summary:

Original Contract Amount: \$ 71,240.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 71,240.00

Total Completed and Stored to Date: \$ 52,802.03
Retainage: 0 % of Completed Work: \$ -
Total Earned Less Retainage: \$ 52,802.03
Less Previous Applications for Payment: \$ 40,130.00
SUBTOTAL: \$ 12,672.03

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 12,672.03

Balance to Finish, Including Retainage: \$ 18,437.97

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael and Associates

Firm Name

Signature

1/23/2024

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

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

E-mail:

dclark@AnkenyIowa.gov

Phone Number:

(515) 963-3529

Date Printed: 1/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 40,130.00



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

INVOICE

Invoice Number: 95080
Date: January 23, 2024
Project Number: 2304600

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

For Professional Services Rendered Through: January 19, 2024

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

Work completed during this reporting period:
Coordination with USACE. Final design and drafting.

Work anticipated during the next reporting period:
Finalize permitting. Submit to City for review comments. Internal QA/QC. Preparation for bid opening.

001 - Project Managment

Professional Services

	Hours	Rate	Amount
Putz, Andrew J	3.0	\$170.00	\$510.00
Putz, Andrew J	8.0	\$190.00	\$1,520.00
	11.00		\$2,030.00

001 - Project Managment Total: \$2,030.00

002 - Preliminary Design

Professional Services

	Hours	Rate	Amount
Fleming, Robert B	2.0	\$120.00	\$240.00
Greenway, Chad A	1.5	\$135.00	\$202.50
Karolus, Jaylene	6.0	\$80.00	\$480.00
Khiangtes, Dennis	31.0	\$115.00	\$3,565.00
Khiangtes, Dennis	14.0	\$120.00	\$1,680.00
	54.50		\$6,167.50

Reimbursable Expenses

	Quantity	Unit Rate	Amount
Company Truck (mileage)	59.0	\$0.6700	\$39.53
			\$39.53

002 - Preliminary Design Total:**\$6,207.03****003 - Final Design****Professional Services**

	Hours	Rate	Amount
Ostheimer, Christopher	2.5	\$100.00	\$250.00
Putz, Andrew J	10.0	\$170.00	\$1,700.00
Putz, Andrew J	10.0	\$190.00	\$1,900.00
Reneker, Steven B	3.0	\$195.00	\$585.00
	25.50		\$4,435.00

003 - Final Design Total:**\$4,435.00****Invoice Total****\$12,672.03**

Maximum Allowable	\$71,240.00
Previously Billed	\$40,130.00
Current Invoice Amount	\$12,672.03
Remaining Contract	\$18,437.97



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of \$11,790.00 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - 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 #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.4210
Vendor Project or Invoice #: 211008-010 **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 2183

Date of Council Meeting: 02/05/2024 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: December 15, 2023 Through: January 19, 2024

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	407,090.00	
Contract Amount to Date: (line 1 ± 2)	\$	792,090.00	
Total completed and stored to date:	\$	792,090.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	792,090.00	
Less previous applications for payment:	\$	780,300.00	
SUBTOTAL	\$		11,790.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 11,790.00

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

January 24, 2024

City of Ankeny Staff Approval:

Signature

Date

1/24/2024

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@AnkenyIowa.gov

Phone: (515) 963-3536

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
12	May 1, 2023	\$ 33,864.41
13	May 15, 2023	\$ 32,390.44
14	June 19, 2023	\$ 39,874.11
15	July 17, 2023	\$ 67,406.96
16	August 21, 2023	\$ 63,642.51
17	September 18, 2023	\$ 68,843.39
18	October 16, 2023	\$ 28,785.56
19	January 2, 2024	\$ 5,096.35
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 780,300.00

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
2	January 16, 2023	\$ 11,790.00
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CHANGE ORDER TOTAL = \$ 407,090.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

Jim Haberichter
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

January 20, 2024
Project No: 0000211008-010
Invoice No: 150087
Due Date: February 19, 2024

Project 0000211008-010 Ankeny NW 18th St Reconstruction - NW Ash Drive to N Ankeny Boulevard

Professional Services from December 31, 2023 to January 20, 2024

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount
Crew Chief	5.50	135.00	742.50
Engineer I	59.50	125.00	7,437.50
Engineer II	2.00	155.00	310.00
Engineering Technician I	1.00	115.00	115.00
Professional Land Surveyor	.50	180.00	90.00
Project Manager III	5.00	230.00	1,150.00
Engineer III	8.00	185.00	1,480.00
On-Site Representative II	3.00	155.00	465.00
Totals	84.50		11,790.00
Total Labor			11,790.00
Total this Task			\$11,790.00
Total this Phase			\$11,790.00

Phase	950	Subconsultants and Fees		
			Total this Phase	0.00

	Current	Prior	To-Date
Total Billings	11,790.00	780,300.00	792,090.00
Contract Limit (not-to-exceed)			792,090.00
Total Due this Invoice			\$11,790.00

January 24, 2024



Mr. Jim Haberichter, PE
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 20
MEC Project No. 211008-010

Dear Mr. Haberichter:

This is the twentieth and final progress report for the above referenced project. Work related to this period includes additional construction administration and additional utility relocation plan review and coordination beyond the initial scope items as approved in Amendment #2 at the January 16, 2024 council meeting.

This is the final invoice for this project, and we appreciated working with the City of Ankeny on this successful project. We look forward to working with the City of Ankeny on future projects.

Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$14,000.00 to Romtech Companies, for construction services on the restroom facility at the Rally Complex.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: RALLY COMPLEX RESTROOM CONSTRUCTION
Contractor: ROMTEC COMPANIES
Address: 18240 N. BANK RD, ROSEBURG, OR, 97470
Finance Budget Code: 897.2897.4408 Finance Project #: 897.2897
Vendor Project #: NA Purchase Order #: NA
Original Contract Date: May 18, 2023 Vendor Account #: 6802

Date of Council Meeting: February 5, 2024 Payment Application #: 2
Payment Period: From: December 1, 2023 Through: January 25, 2024

Contract Summary:

Original Contract Amount:	\$	327,315.56	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 + 2)	\$	327,315.56	
Total Completed and Stored to Date:	\$	74,000.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	74,000.00	
Less Previous Applications for Payment:	\$	60,000.00	
SUBTOTAL:	\$	14,000.00	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	14,000.00	
Balance to Finish, Including Retainage:	\$	253,315.56	

Contract Time Remaining: - Working Days

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

Construction Contractor Approval: ROMTEC COMPANIES
Lyneda Pusch 1/25/2024
Signature Date

Engineer / Consultant Approval: _____
Firm Name Signature Date

City of Ankeny Staff Approval: _____
[Signature] 1/25/24
Signature Date

Submit to: NICK LENOX
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576



Romtec Companies (541) 496-3541
18240 N. Bank Rd
Roseburg OR 97470
United States

Invoice

#INV1367

1/25/2024

Bill To

City of Ankeny
410 W 1st St
Ankeny IA 50023-1557
United States

Ship To

City of Ankeny
725 SW Prairie Trail Pkway
Ankeny IA 50023
United States

TOTAL

\$14,000.00

Due Date: 2/29/2024

Terms	Due Date	MFG Project	Customer PO #	Contract #
30 - Net 30	2/29/2024	City of Ankeny : 20179		

Quantity	Item	Rate	Amount
1	/C : Rally Complex (IA) project. Supply : Invoicing 20% of Manufacturing at Romtec Facilities	\$14,000.00	\$14,000.00

Subtotal	\$14,000.00
Discount	
Tax Total (0%)	\$0.00

Total	\$14,000.00
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Questions call @ 541-496-4752 or email AccountsReceivable@Romtec.com
SERVICE CHARGES: 1.25% PER MONTH ON PAST DUE ACCOUNTS. 15% per Annum.
Goods returned without authorization will not be accepted for credit.
Return goods subject to restocking charge.

Retention:

1 of 1

Romtec - Rally Complex (Formerly Prairie Trail Sports Complex)(IA) - Schedule of Values - Monthly Billing

City of Ankeny Attn: Nick Lenox 410 West First St. Ankeny, IA 50023
 Job# 20179 Tax-Exempt Application No: 1367 Application Date: 1/25/2024 Period to: 1/31/2024

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		G TOTAL COMPLETED	H BALANCE TO
			FROM PREVIOUS	THIS PERIOD		
001	Restroom	\$ 60,000.00	\$ 60,000.00	\$ 14,000.00	\$ 60,000.00	\$ 56,000.00
002	Delivery of Design Submittal (SSDS)	\$ 70,000.00			\$ 14,000.00	\$ 15,463.83
003	Manufacturing at Romtec facilities (monthly progress)	\$ 15,463.83				\$ 9,612.00
004	Ready to Ship (manufacturing and packaging complete)	\$ 9,612.00				\$ 25,000.00
005	Freight	\$ 25,000.00				\$ 35,000.00
006	Installation - Site Work & Rough-in Plumbing & Electrical	\$ 35,000.00				\$ 55,000.00
007	Installation - Foundation & Slab	\$ 55,000.00				\$ 30,000.00
008	Installation - Erection of Walls	\$ 30,000.00				\$ 20,000.00
009	Installation - Roof System	\$ 20,000.00				\$ 7,239.73
010	Installation - Top Out Plumbing & Electrical	\$ 7,239.73				\$ -
	Installation - Finishes & Accessories	\$ -				\$ -
	GRAND TOTALS	\$ 327,315.56	\$ 60,000.00	\$ 14,000.00	\$ 74,000.00	\$ 253,315.56

Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #37 in the amount of \$442.70 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:
This item represents a progress payment for work associated with the construction administration of the Ankeny Senior Community Center project by Shive-Hattery.

FISCAL IMPACT: **No**

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

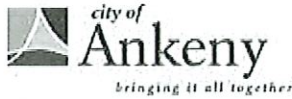
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive-Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 **Finance Project #** 905.421
Vendor Project or Invoice #: 4185992-37 **PO #**
Original Contract Date: October 28, 2019 **Vendor #** 8471

Date of Council Meeting: February 5, 2024 ✓ **PAYMENT REQUEST #** 37
PAYMENT PERIOD: From: December 23, 2023 Through: January 19, 2024

Contract Summary

Original Contract Amount:	\$	601,000.00	
Net change by Change Orders:	\$	167,200.00	
Contract Amount to Date: (line 1 ± 2)	\$	768,200.00	✓
Total completed and stored to date:	\$	765,629.89	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	765,629.89	
Less previous applications for payment:	\$	765,187.19	✓
SUBTOTAL	\$	442.70	✓

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 442.70

Balance to finish, including retainage: \$ 2,570.11 ✓

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive-Hattery
Firm Name
Signature: Lindsey Mathews Date: January 26, 2024

Engineer / Consultant Approval:
Firm Name
Signature: _____ Date: _____

City of Ankeny Staff Approval:
Signature: Mike Schrock Date: 01/29/2024

Submit to: Mike Schrock
E-mail: mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	February 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22, 2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11, 2021	\$ 960.70
28	January 27, 2023	\$ 3,812.51
29	March 21, 2023	\$ 750.10
30	May 17, 2023	\$ 499.50
31	June 16, 2023	\$ 818.71
32	July 26, 2023	\$ 258.50
33	September 29, 2023	\$ 1,213.00
34	October 28, 2023	\$ 881.00
35	November 24, 2023	\$ 7,687.00

Previous Applications for Payment

No.	Date	Amount
36	December 26, 2023	\$ 3,350.77
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PREVIOUS PAY APP TOTAL = \$ 765,187.19

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
9	Amendment #9	\$ 10,000.00
10	Amendment #10	\$ 10,000.00
11	Amendment #11	\$ 7,500.00
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CHANGE ORDER TOTAL = \$ 167,200.00

Contract Time Remaining

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

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

January 26, 2024

Invoice No: 4185992 - 39

Mike Schrock
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through January 19, 2024:

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
Design Development			113,400.00	100.00	113,400.00	113,400.00
Construction Documents			198,450.00	100.00	198,450.00	198,450.00
Bid			28,350.00	100.00	28,350.00	28,350.00
Construction Administration			113,400.00	100.00	113,400.00	113,400.00
Amend. #1 Geothermal Wells			24,000.00	100.00	24,000.00	24,000.00
Amend. #2 Parking Lot & Storm			14,900.00	100.00	14,900.00	14,900.00
Reimbursables			16,500.00	100.00	16,500.00	16,500.00
M/E Commissioning			19,000.00	100.00	19,000.00	19,000.00
Amend. #3 BECx Commissioning			28,900.00	100.00	28,900.00	28,900.00
Amend. #4 FF&E Design			19,900.00	100.00	19,900.00	19,900.00
Amend. #5 Parking Lot Replacement			20,000.00	100.00	20,000.00	20,000.00
Amend. #6 Paving Observation			10,500.00	100.00	10,500.00	10,500.00
Amend. #7 Floor Plan Changes			5,000.00	100.00	5,000.00	5,000.00
Amend #8 Add CA Services (Hrly)			15,000.00	100.00	15,000.00	15,000.00
Amend #9 Add CA Services (Hrly)			10,000.00	100.00	10,000.00	10,000.00
Amend #10 Add CA Services (Hrly)			10,000.00	100.00	10,000.00	10,000.00
Amend #11 Add CA Services (Hrly)			7,500.00	65.7319	4,929.89	4,487.19
Total Fee			768,200.00		765,629.89	765,187.19
			Total Fee			442.70
				Total this Phase		\$442.70
				AMOUNT DUE THIS INVOICE		\$442.70

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

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

Billing Backup

Shive-Hattery, Inc.

Phase 74 C-Admin - Amend-11 Add Services

			Hours	Rate	Total	
Grade 3 Professional Staff						
000977	Harbaugh, Anthony	1/5/2024	.50	143.00	71.50	
Grade 6 Professional Staff						
000566	Hinds, Ronald	1/3/2024	.30	192.00	57.60	
000566	Hinds, Ronald	1/4/2024	.30	192.00	57.60	
Grade 8 Professional Staff						
000347	Wehr, Todd	1/3/2024	.30	228.00	68.40	
000347	Wehr, Todd	1/5/2024	.20	228.00	45.60	
000347	Wehr, Todd	1/18/2024	.30	228.00	68.40	
Grade 2 Technician						
000826	Conrad, Kristen	1/4/2024	.40	92.00	36.80	
000826	Conrad, Kristen	1/5/2024	.40	92.00	36.80	
	Totals		2.70		442.70	
	Total Labor					442.70
				Total this Phase		\$442.70
				Total this Report		\$442.70

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

Page 3

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



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #18 in the amount of \$7,066.00 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 18
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	438,411.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	438,411.25	
Less previous applications for payment:	\$	431,345.25	
SUBTOTAL	\$		7,066.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,066.00

Balance to finish, including retainage: \$ 988.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
10	June 5, 2023	\$ 12,090.52
11	July 7, 2023	\$ 9,158.72
12	August 7, 2023	\$ 32,533.25
13	September 5, 2023	\$ 19,187.93
14	October 2, 2023	\$ 37,082.15
15	November 6, 2023	\$ 30,627.26
16	December 4, 2023	\$ 43,223.44
17	January 2, 2024	\$ 40,178.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 431,345.25

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 222,600.00
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TOTAL \$ 222,600.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Invoice

Invoice Number: 459687

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

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

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$7,066.00

Due Date	08-FEB-24
Invoice Date	09-JAN-24
Bill Through Date	30-DEC-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 5.0 - Construction Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	3.00	\$645.98
Senior Admin Assistant	0.25	\$31.01
Staff Engineer	23.75	\$2,912.86
	<u>27.00</u>	
		\$3,589.85

Task: 5.0 Total: \$3,589.85

Task: 6.0 - Construction Observation**Direct**

Personnel	Hours	Amount
Senior Project Engineer	1.00	\$215.33



Invoice

Invoice Number: 459687

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 6.0 - Construction Observation

Personnel	Hours	Amount	
Staff Engineer	25.25	\$3,104.82	
	26.25		\$3,320.15

Reimbursed - Expenses

Expenditure Type	Amount	
Mileage	\$156.00	\$156.00

Task: 6.0 Total: \$3,476.15

Invoice total \$7,066.00

Project Billing Summary

	<u>Current Amount Due</u>	<u>Previously Invoiced</u>	<u>Cumulative</u>
Totals	\$7,066.00	\$431,345.25	\$438,411.25



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #35 in the amount of \$5,319.77 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:

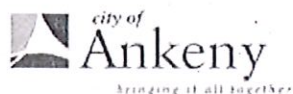
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #35

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 2/5/2024 **PAYMENT REQUEST #** 35
PAYMENT PERIOD: From: 12/18/23 through: 01/21/24

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	598,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	702,700.00	
Total completed and stored to date:	\$	540,648.28	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	540,648.28	
Less previous applications for payment:	\$	535,328.51	
SUBTOTAL	\$	5,319.77	

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

Current Payment Due - Division 1 (629.4210) \$ 5,319.77

Current Payment Due - Division 2 (688.4210) \$ 5,319.77

CURRENT PAYMENT DUE \$ 5,319.77

Balance to finish, including retainage: \$ 162,051.72

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Don Clark

Email:

dclark@ankenyiowa.gov

Phone:

515-963-3529

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
28	6/22/2023	\$ 18,611.96
29	7/26/2023	\$ 20,447.16
30	8/24/2023	\$ 7,912.74
31	9/21/2023	\$ 12,205.74
32	10/26/2023	\$ 13,307.82
33	11/22/2023	\$ 8,492.66
34	12/20/2023	\$ 8,489.56
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TOTAL \$ 535,328.51

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Record of Change Orders

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

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 24, 2024

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

Invoice No: 120.1113.01 - 35

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through January 21, 2024

Prelim Services

Phase Subtotal 0.00

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

Design Services Amendment 1

Phase Subtotal 0.00

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

Design Services Amendment 2 (Division 1)

Phase Subtotal 0.00

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

Design Services Amendment 2 (Division 2)

Phase Subtotal 0.00

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

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.75	229.00	171.75
Sr. Engineer	4.75	198.00	940.50
Technician V	43.00	92.00	3,956.00
Total Services	48.50		5,068.25

5,068.25

Fleet Mileage

251.52

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	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	35
					Phase Subtotal	\$5,319.77
Billings to Date	Total	Prior	Current			
	164,200.24	158,880.47	5,319.77			
Construction Services Div 2						
					Phase Subtotal	0.00
Billings to Date	Total	Prior	Current			
	38,867.10	38,867.10	0.00			
Billing Limits		Current	Prior	To-Date		
Total Billings		5,319.77	535,328.51	540,648.28		
Limit				702,700.00		
Remaining				162,051.72		
					Amount Due this Invoice	<u>\$5,319.77</u>
Billings to Date	Total	Prior	Current			
	540,648.28	535,328.51	5,319.77			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



January 24, 2024

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

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 35
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the thirty-fifth progress report for the above referenced project and covers work through January 21, 2024. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, pay applications, testing coordination, and construction observation and reporting. This invoice of \$5,319.77 represents the completion of about 77% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the February 5, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$74,484.90 to Snyder & Associates, for engineering services on the N Ankeny Blvd Improvements 1st Street to 11th Street project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 5, 2024 Payment Application #: 4

Payment Period: From: December 18, 2023 Through: January 21, 2024

Contract Summary:

Original Contract Amount:	\$	282,300.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	282,300.00	
Total Completed and Stored to Date:	\$	238,554.96	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	238,554.96	
Less Previous Applications for Payment:	\$	164,070.06	
SUBTOTAL:	\$		74,484.90

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 74,484.90

Balance to Finish, Including Retainage: \$ 43,745.04

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter P.E.

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515/965-6400

Date Printed: 1/25/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 164,070.06

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



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INVOICE FOR PROFESSIONAL SERVICES

January 24, 2024

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

Invoice No: 123.0584.01 - 4

Finance Budget Code 949.3949.4210

Finance Project Code 949.4210

Vendor 990

Email

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

Professional Services through January 21, 2024

Basic Services

	Hours	Rate	Amount
Principal Engineer II	.25	245.00	61.25
Principal Engineer I	7.75	230.00	1,782.50
Land Surveyor VIII	3.25	192.00	624.00
Engineer VIII	46.00	192.00	8,832.00
Engineer VII	163.50	182.00	29,757.00
Engineer IV	35.75	149.00	5,326.75
Lead Technician	1.00	146.00	146.00
Technician VIII	1.00	130.00	130.00
Technician VII	19.25	120.00	2,310.00
Technician III	138.00	80.00	11,040.00
Technician II	131.00	73.00	9,563.00
Administrative II	.25	75.00	18.75
Total Services	547.00		69,591.25
Total Services			69,591.25

Fleet Mileage

5.90

Billing Limits	Current	Prior	To-Date
Total Billings	69,597.15	153,417.32	223,014.47
Limit			232,600.00
Remaining			9,585.53

Phase Subtotal \$69,597.15

Additional Services

	Hours	Rate	Amount
Technician VII	3.50	120.00	420.00
Archaeologist V	27.75	161.00	4,467.75
Total Services	31.25		4,887.75
Total Services			4,887.75

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

Project	123.0584.01	Ank-NANKBlvdImprov1stStto11thSt		Invoice	4
Billing Limits		Current	Prior	To-Date	
Total Billings		4,887.75	10,652.74	15,540.49	
Limit				49,700.00	
Remaining				34,159.51	
Phase Subtotal				\$4,887.75	
Amount Due this Invoice					<u>\$74,484.90</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



January 24, 2024

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

RE: N. ANKENY BOULEVARD IMPROVEMENTS – 1ST STREET TO 11TH STREET
PROGRESS REPORT NO. 4
S&A PROJECT NO. 123.0584.01

Dear Mr. Haberichter:

This is the fourth progress report for the above referenced project and covers work through January 21, 2024. Our work through this period includes the following:

- Preliminary transportation, traffic, and landscaping design
- Environmental services
- Franchise utility coordination
- Submittal of Preliminary Plans on January 19, 2024

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the February 5, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/jms

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #30 in the amount of \$8,450.07 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 #30

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 2/5/2024 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: 12/18/23 through: 01/21/24

Contract Summary

Original Contract Amount:	\$	250,000.00	
Net change by Change Orders: Amd #1&2	\$	1,227,290.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,477,290.00	
Total completed and stored to date:	\$	1,077,015.72	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	1,077,015.72	
Less previous applications for payment:	\$	1,068,565.65	
SUBTOTAL	\$	8,450.07	

CURRENT PAYMENT DUE

Balance to finish, including retainage:	\$	400,274.28	
Contract Time Remaining (If applicable)		-	

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
23	6/21/2023	\$ 32,070.31
24	7/26/2023	\$ 35,473.32
25	8/23/2023	\$ 42,028.17
26	9/20/2023	\$ 31,342.35
27	10/25/2023	\$ 61,524.42
28	11/21/2023	\$ 26,456.79
29	12/20/2023	\$ 13,498.93
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TOTAL \$ 1,068,565.65

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Record of Change Orders

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

Contract Time Remaining:

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



January 23, 2024

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 30
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirtieth progress report for the above referenced project and covers work through January 21, 2024. Construction services performed throughout this period includes construction observation, construction staking, coordinating with City staff, coordinating with franchise utilities within the corridor, and record drawings.

Construction activities performed during this period include conduit installation and street lighting. Year 1 construction is now complete. We have submitted all post construction documents to the City. A second pre-construction meeting will be scheduled in February or 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 attend the February 5, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 24, 2024

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

Invoice No: 121.0695.01 - 30

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, 2024

Basic Services

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

Additional Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	122,200.00	122,200.00	
Limit			122,200.00	
Phase Subtotal				0.00

Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	7.50	230.00	1,725.00	
Engineer VIII	2.00	192.00	384.00	
Project Manager VII	2.00	182.00	364.00	
Project Manager VI	1.50	173.00	259.50	
Engineer V	6.00	161.00	966.00	
Engineer IV	4.00	149.00	596.00	
Technician VIII	6.50	130.00	845.00	
Technician VII	21.50	120.00	2,580.00	
Technician V	2.50	98.00	245.00	
Technician II	4.00	73.00	292.00	
Total Services	57.75		8,317.75	
Total Services				8,317.75

Fleet Mileage 132.32

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

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

Federal E.I.N. 42-1379015

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt			Invoice	30
Billing Limits		Current	Prior	To-Date		
Total Billings		8,450.07	303,075.98	311,526.05		
Limit				711,800.00		
Remaining				400,273.95		
Phase Subtotal					\$8,450.07	
Amount Due this Invoice					\$8,450.07	

	Total	Prior	Current
Billings to Date	1,077,015.72	1,068,565.65	8,450.07

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 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$63,574.18 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 5, 2024 Payment Application #: 9

Payment Period: From: December 18, 2023 Through: January 21, 2024

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	396,467.38	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	396,467.38	
Less Previous Applications for Payment:	\$	332,893.20	
SUBTOTAL:	\$		63,574.18
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		63,574.18

Balance to Finish, Including Retainage: \$ 101,232.62

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam Lust

E-mail:

alust@ankenyiowa.gov

Phone Number:

515-963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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

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Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 332,893.20



January 23, 2024

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

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 09
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the ninth progress report for the above referenced project and covers services through January 21, 2024. Work through this period includes additional traffic study evaluation, additional topographic survey, roadway modeling, sanitary sewer, storm sewer, and water main design, utility coordination, Phase 1 ESA, development of D5 (ROW design) submittal, staging design, drainage design, and project management tasks. Work anticipated in the next month includes D5 (ROW design) development and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the February 5, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 24, 2024

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

Invoice No: 123.0680.01 - 9

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

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

Professional Services through January 21, 2024

Prelim Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.25	245.00	61.25
Sr. Engineer	11.50	210.00	2,415.00
Land Surveyor VIII	4.50	192.00	864.00
Engineer I	15.25	109.00	1,662.25
Technician VII	13.25	120.00	1,590.00
Technician VI	8.50	108.00	918.00
Technician II	1.00	73.00	73.00
Total Services	54.25		7,583.50

7,583.50

Fleet Mileage

6.55

Phase Subtotal

\$7,590.05

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	5.00	245.00	1,225.00
Principal Engineer I	4.00	230.00	920.00
Sr. Engineer	36.75	210.00	7,717.50
Engineer VIII	4.50	192.00	864.00
Engineer IV	49.25	149.00	7,338.25
Engineer III	55.00	137.00	7,535.00
Engineer II	57.00	123.00	7,011.00
Engineer I	81.00	109.00	8,829.00
Technician VIII	65.00	130.00	8,450.00
Technician VII	49.75	120.00	5,970.00
Technician VI	1.00	108.00	108.00
Total Services	408.25		55,967.75

55,967.75

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

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

Federal E.I.N. 42-1379015

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST	Invoice	9
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Fleet Mileage

16.38

Phase Subtotal

\$55,984.13

Additional Services

Phase Subtotal

0.00

NEPA Documentation

NEPA Documentation

Task Subtotal

0.00

Phase Subtotal

0.00

Billing Limits

Current

Prior

To-Date

Total Billings

63,574.18

332,893.20

396,467.38

Limit

497,700.00

Remaining

101,232.62

Amount Due this Invoice

\$63,574.18

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$1,426.40 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement
Contractor: Snyder & Associates
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0135.01 **PO #** N/A
Original Contract Date: January 3, 2023 **Vendor #** 990

Date of Council Meeting: February 5, 2024

PAYMENT REQUEST # 10

PAYMENT PERIOD: From: December 18, 2023 Through: January 21, 2024

Contract Summary

Original Contract Amount:	\$	41,700.00	
Net change by Change Orders:	\$	74,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	116,200.00	
Total completed and stored to date:	\$	115,668.48	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	115,668.48	
Less previous applications for payment:	\$	114,242.08	
SUBTOTAL	\$		1,426.40

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 1,426.40

Balance to finish, including retainage:

\$ 531.52

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lbubke@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 25, 2023	\$ 3,582.25
2	February 22, 2023	\$ 13,685.25
3	March 22, 2023	\$ 15,039.75
4	April 18, 2023	\$ 9,392.75
5	August 23, 2023	\$ 31,350.18
6	September 20, 2023	\$ 9,318.02
7	October 25, 2023	\$ 11,282.09
8	November 21, 2023	\$ 13,585.92
9	December 19, 2023	\$ 7,005.87
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 114,242.08

Record of Change Orders

No.	Date	Amount
1	August 7, 2023	\$ 74,500.00
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CHANGE ORDER TOTAL = \$ 74,500.00

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	January 3, 2023

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 23, 2024

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE ORALABOR RD AND SE CREEKVIEW DR TRAFFIC SIGNAL REPLACEMENT
PROGRESS REPORT NO. 10
S&A PROJECT NO. 123.0135.01

Dear Ms. Hart:

Enclosed is the tenth invoice for the above referenced project, for work performed through January 21, 2024. Services performed since the last progress report included the following:

- Finished preparing pay application for work performed in November and follow-up coordination with Contractor and City
- Performed construction observation services related to punchlist completion
- Updated punchlist and sent out completed punchlist

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the February 5, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.R. 

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 24, 2024

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0135.01 - 10

Finance Budget Code 965.3965.4210
Finance Project Code 965.4210 Vendor 990

Email

Project 123.0135.01 SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement

Professional Services through January 21, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Engineer IV	.25	141.00	35.25	
Total Services	.25		35.25	
				35.25
				Phase Subtotal
				\$35.25

Construction Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	.75	210.00	157.50	
Engineer IV	1.00	149.00	149.00	
Technician VIII	1.50	130.00	195.00	
Technician VII	7.25	120.00	870.00	
Total Services	10.50		1,371.50	
				1,371.50

Fleet Mileage

Phase Subtotal \$1,391.15

Billing Limits

	Current	Prior	To-Date
Total Billings	1,426.40	114,242.08	115,668.48
Limit			116,200.00
Remaining			531.52

Amount Due this Invoice \$1,426.40

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin

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 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$4,450.75 to Snyder & Associates, for engineering services on the SE Delaware Ave and SE 54th St Traffic Signal project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Ave and SE 54th St Traffic Signal
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 965.3965.4210 **Finance Project #** 9654210
Vendor Project or Invoice #: 123.0251.01 **PO #** N/A
Original Contract Date: February 6, 2023 **Vendor #** 990

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: December 18, 2023 Through: January 21, 2024

Contract Summary

Original Contract Amount:	\$	69,300.00	
Net change by Change Orders:	\$	53,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	123,200.00	
Total completed and stored to date:	\$	78,213.71	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	78,213.71	
Less previous applications for payment:	\$	73,762.96	
SUBTOTAL	\$		4,450.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,450.75

Balance to finish, including retainage: \$ 44,986.29

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:

Snyder & Associates Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart

E-mail:

lhart@ankenyiowa.gov

Phone:

515-965-6400

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 22, 2023	\$ 6,529.48
2	March 22, 2023	\$ 6,938.80
3	April 18, 2023	\$ 14,524.20
4	May 24, 2023	\$ 22,335.65
5	September 20, 2023	\$ 9,365.96
6	October 25, 2023	\$ 6,292.28
7	November 21, 2023	\$ 3,304.81
8	December 19, 2023	\$ 4,471.78
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 73,762.96

Record of Change Orders

No.	Date	Amount
1	December 4, 2023	\$ 53,900.00
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CHANGE ORDER TOTAL = \$ 53,900.00

Contract Time Remaining

Contract Period: Working Days
 Construction Start Date:

Substantial Completion

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

Full Completion

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

January 23, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE DELAWARE AVENUE AND SE 54TH STREET TRAFFIC SIGNAL PROJECT
PROGRESS REPORT NO. 9
S&A PROJECT NO. 123.0251.01

Dear Ms. Hart:

Enclosed is the ninth invoice for the above referenced project, for work performed through January 21, 2024. Services performed since the last progress report included the following:

- Coordination with the City and design team for developer on east side of the intersection regarding geometry of east leg apron as well as ROW/traffic signal easement
- Utility coordination with franchise utilities
- Continued working on ROW tasks including title certificate, ROW acquisition, and temporary construction easement

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the February 5, 2024, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

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

MAL/ajh

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

January 24, 2024

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0251.01 - 9

965.3965.4210
965.4210

Email

Project 123.0251.01 SE Delaware Ave and SE 54h St Traffic Signal Project

Professional Services through January 21, 2024

Basic Services

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	4.75	198.00	940.50	
Engineer IV	.50	141.00	70.50	
Technician VII	4.50	113.00	508.50	
Total Services	9.75		1,519.50	1,519.50
Phase Subtotal				\$1,519.50

Additional Services

Title Cert

Task Subtotal 0.00

ROW Acquisition

Hourly Services

	Hours	Rate	Amount	
Engineer IV	2.50	149.00	372.50	
Right-of-Way Agent II	4.00	123.00	492.00	
Technician VII	1.25	120.00	150.00	
Total Services	7.75		1,014.50	1,014.50
Task Subtotal				\$1,014.50

Record Drawings

Task Subtotal 0.00

Temp Const Exh

Hourly Services

	Hours	Rate	Amount	
Technician VII	.25	120.00	30.00	
Total Services	.25		30.00	30.00
Task Subtotal				\$30.00
Phase Subtotal				\$1,044.50

Construction Services

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

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

Project	123.0251.01	Ank-SEDelawareAveSE54thStTraffSignProjec	Invoice	9
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Construction Admin/Obs

Hourly Services

	Hours	Rate	Amount	
Sr. Engineer	1.50	210.00	315.00	
Engineer IV	10.00	149.00	1,490.00	
Engineer I	.75	109.00	81.75	
Total Services	12.25		1,886.75	1,886.75
Task Subtotal				\$1,886.75

Construction Staking

Task Subtotal 0.00

Record Drawings

Task Subtotal 0.00

Phase Subtotal \$1,886.75

Billing Limits	Current	Prior	To-Date
Total Billings	4,450.75	73,762.96	78,213.71
Limit			123,200.00
Remaining			44,986.29

Amount Due this Invoice \$4,450.75

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Houchin



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #33 in the amount of \$1,089.00 to Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #33

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: Strand Associates, Inc
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 0206406 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 33
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	471,800.00	
Contract Amount to Date: (line 1 ± 2)	\$	821,700.00	
Total completed and stored to date:	\$	811,492.94	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	811,492.94	
Less previous applications for payment:	\$	810,403.94	
SUBTOTAL	\$		1,089.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,089.00

Balance to finish, including retainage: \$ 10,207.06

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Strand Associates, Inc

Firm Name

Steven J. Troyer, P.E.

January 23, 2024

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

dclark@ankenyiowa.gov

Phone:

515-963-3529

Fax:

(515) 963-3535

Date Printed: 1/23/2024

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL \$ 810,403.94

Record of Change Orders

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TOTAL \$ -

Please update Payment Application Sheet

Contract Time Remaining

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



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

Invoice

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

January 11, 2024
Project No: 7020.001
Invoice No: 0206406

Professional Services: December 1, 2023 through December 31, 2023

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

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

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

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

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

Page 1 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0206406
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		277,500.00		
Percent Complete	97.1982	Total Earned	269,725.00	
		Previous Fee Billing	269,725.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		1,089.00
		Total this Project		\$1,089.00
Project	7020.011	Construction Staking Services		
		Total this Project		0.00

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

Page 2 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0206406
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$1,089.00

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

Page 3 of 3

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



Strand Associates, Inc.®
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

January 17, 2024

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

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

Dear Mr. Clark:

This billing is for professional engineering services for the December 2023 billing period. Time was spent this period on construction administration correspondence with the Contractor (WRH, Inc.).

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

Sincerely,

STRAND ASSOCIATES, INC.®

Steve J. Troyer, P.E.

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #9 in the amount of \$3,500.00 to Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: February 5, 2024 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: December 1, 2023 Through: December 31, 2023

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	204,000.00	
Total completed and stored to date:	\$	190,884.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	190,884.75	
Less previous applications for payment:	\$	187,384.75	
SUBTOTAL	\$		3,500.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 3,500.00

Balance to finish, including retainage: \$ 13,115.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Strand Associates, Inc

Firm Name

Mitchell Holtz, P.E. January 23, 2024

Signature Date

City of Ankeny Staff Approval:

Signature Date

Signature Date

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov Phone: 515-963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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TOTAL \$ 187,384.75

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



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

Invoice

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

January 11, 2024
Project No: 7020.013
Invoice No: 0206407

Professional Services: December 1, 2023 through December 31, 2023

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding		
Fee				
Total Fee	175,000.00			
Percent Complete	95.00	Total Earned	166,250.00	
		Previous Fee Billing	162,750.00	
		Current Fee Billing	3,500.00	
		Total Fee		3,500.00
		Total this Project		\$3,500.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services		
		Total this Project		0.00
		Total this Invoice		\$3,500.00

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

Page 1 of 1

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



Strand Associates, Inc.®
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

January 18, 2024

Mr. Don Clark
Municipal Utilities
1210 Northwest Prairie Ridge Drive
Ankeny, IA 50023

Re: NE 36th Street and NE 38th Street Water Main Loop
Status Report and Monthly Invoice (enclosed)
PNs 7020.013 and 7020.014
City of Ankeny, Iowa (City)

Dear Mr. Clark:

In the month of December 2023, Strand Associates, Inc.® (Strand) provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design and Bidding

Strand continued with design for the project. It is anticipated that Strand will complete the design in January 2024 so the project can be let for bid in February 2024.

Easement Acquisition and Geotechnical Engineering Subcontracting Services

There was no work in December 2023.

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

Sincerely,

STRAND ASSOCIATES, INC.®

Mitch S. Holtz, P.E.

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the February 5, 2024 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Recap
 AP Check Report

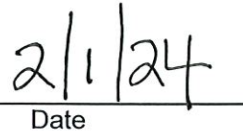
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
FEBRUARY 5, 2024

Fund		PAYMENTS
100	General Fund	\$ 240,885.00
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	920.00
240	Parks Improvements	-
250	Police Gift Fund	75.00
260	Road Use Tax Fund	183,902.58
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	1,252.27
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	213,945.48
510	Water Fund	796,257.31
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	21,395.76
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	607.70
580	Stormwater Fund	-
590	Golf Course Fund	8,231.45
600-699	Enterprise Project Funds	110,981.90
710	Revolving Fund	40,229.52
720	Risk Management Fund	31,738.33
730	Health Insurance Fund	131.50
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-880,890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
882-998	Capital Projects Funds	764,088.94
Sub Total		\$ 2,414,642.74
Payroll Totals		3,360,899.53
Service Transfers/ACH Drafts		(408,386.76)
Agenda Payments Approved Separately		(683,315.14)
Grand Total		<u>\$ 4,683,840.37</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.


City Manager


Date

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011679	72 HOUR LLC							
I-WE8842	CHASSIS - SIGN TRUCK	R	2/05/2024	65,787.00		246467		65,787.00
	*** VENDOR TOTALS ***					1 CHECKS		65,787.00
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-FINAL-NE36THRECON	PAY 14 FNL-NE36TH RCN I35-4MDR	R	2/05/2024	36,564.08		246468		36,564.08
004997	ABSOLUTE CONCRETE CONSTRUCTION							
I-RTNG-NE36THRECON	RTNG-NE36TH RECON-I35-4MDR	R	2/05/2024	277,286.13		246469		277,286.13
	*** VENDOR TOTALS ***					2 CHECKS		313,850.21
003881	ACADEMY ROOFING & SHEET							
I-27360	ROOF REPAIR EPDM -PW	R	2/05/2024	402.75		246470		402.75
	*** VENDOR TOTALS ***					1 CHECKS		402.75
000164	G & S HARDWARE INC							
I-209531/2	SAW PARTS-PRSC	R	2/05/2024	53.98		246471		
I-209572/2	CAP FLEX- AC	R	2/05/2024	6.99		246471		
I-209573/2	FASTENERS - FD	R	2/05/2024	3.30		246471		
I-209582/2	SMALL ENGINE PARKS-PKS	R	2/05/2024	7.90		246471		
I-209585/2	SHOP SUPPLIES - MU	R	2/05/2024	31.96		246471		
I-209610/2	PWR EQUIPMENT PARTS-PKS	R	2/05/2024	25.00		246471		
I-209622/2	MAILBOX BRACKET - PW	R	2/05/2024	9.99		246471		139.12
	*** VENDOR TOTALS ***					1 CHECKS		139.12
004750	AGRI DRAIN CORPORATION							
I-0650313-IN	SEWER SUPPLIES - SW	R	2/05/2024	186.46		246472		186.46
	*** VENDOR TOTALS ***					1 CHECKS		186.46
000026	AHLERS & COONEY PC							
I-859013	2023 WATER REVENUE CLN	E	2/07/2024	17,617.85		008679		17,617.85
	*** VENDOR TOTALS ***					1 CHECKS		17,617.85
000226	AIRGAS NORTH CENTRAL INC							
I-5504396191	CYLINDER RENTALS - CG	R	2/05/2024	54.41		246473		
I-5504396192	WELDING RENTAL-PKS	R	2/05/2024	2.02		246473		
I-5504396194	CYLINDER RENTALS - FD	R	2/05/2024	87.10		246473		
I-9145565570	OXYGEN - FD	R	2/05/2024	35.60		246473		
I-9145994554	OXYGEN - FD	R	2/05/2024	75.80		246473		254.93
	*** VENDOR TOTALS ***					1 CHECKS		254.93
009981	ALL CITY MANAGEMENT SERVICES,							
I-90573	12/31/23-1/13/24 CROSSING GRDS	E	2/07/2024	3,630.69		008743		3,630.69
	*** VENDOR TOTALS ***					1 CHECKS		3,630.69

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009262	AMAZON CAPITAL SERVICES INC							
I-111W-JWHM-371P	MIXER - OC	E	2/07/2024	49.99		008739		
I-11P7-Y4V6-HQLX	FAN AWE - KL	E	2/07/2024	17.47		008739		
I-13CL-WJ76-3JKN	MISC BOOKS - KL	E	2/07/2024	14.95		008739		
I-13QV-1DKH-DFPN	YOGA MAT-ACC	E	2/07/2024	129.84		008739		
I-16PR-TPPV-VPW4	MISC BOOKS - KL	E	2/07/2024	259.40		008739		
I-19FG-VTCY-GFQC	SURGE PROTECTOR - CG	E	2/07/2024	114.20		008739		
I-19H3-GCVC-DNQD	VACUUM - ACC	E	2/07/2024	79.99		008739		
I-19JX-3VFC-CWG1	MISC BOOKS -KL	E	2/07/2024	313.00		008739		
I-19LN-J694-JPW6	MISC BOOKS -KL	E	2/07/2024	545.05		008739		
I-19XW-FTQ6-4FHP	SOCCER EQUIPMENT YOUTH-ACC	E	2/07/2024	8.99		008739		
I-1CP3-7H69-4RDN	MOUSE/KEYBOARD - TRAFFIC	E	2/07/2024	34.99		008739		
I-1CPY-QQG1-3DJ9	MISC BOOKS -KL	E	2/07/2024	291.55		008739		
I-1CRJ-R119-CRR9	MISC BOOKS -KL	E	2/07/2024	38.58		008739		
I-1G3F-CK7V-7QFF	FAUCET - PD	E	2/07/2024	304.71		008739		
I-1G3T-KLQK-7CT1	BUBBLES/DRAWING TABLET-KL	E	2/07/2024	71.49		008739		
I-1G3T-KLQK-W9GJ	MULTIMEDIA - KL	E	2/07/2024	164.34		008739		
I-1G4P-YLPF-79Y4	MISC BOOKS - KL	E	2/07/2024	542.03		008739		
I-1HKW-LXVL-K9WF	STYLUS PENS - PSB	E	2/07/2024	5.99		008739		
I-1HTT-9Y7D-JW9Y	FOOTBALL NET - P&R	E	2/07/2024	79.52		008739		
I-1JC3-CHVQ-79XC	TODDLER CUP GAMES-KL	E	2/07/2024	11.99		008739		
I-1JFT-1TRF-6KMJ	NUMBER GAME - KL	E	2/07/2024	27.03		008739		
I-1JJT-T7FK-4PVF	FAUCET PARTS - PD	E	2/07/2024	42.58		008739		
I-1K6X-KPJ1-Q64Y	BREAKROOM SUPPLIES/MAGNET-PD	E	2/07/2024	32.17		008739		
I-1KFC-D7VX-JTC1	FIRE OFFICERS HANDBOOK - FD	E	2/07/2024	98.73		008739		
I-1KPN-91QH-TNDG	MISC BOOKS - KL	E	2/07/2024	30.98		008739		
I-1MGL-CQY4-3KDQ	FOLDERS - CD	E	2/07/2024	173.84		008739		
I-1NWQ-7NP6-G7C1	CAUTION BARRICADE-KL	E	2/07/2024	57.19		008739		
I-1PH6-KLJX-7967	SHOE COVERS/WARMERS - CD	E	2/07/2024	89.98		008739		
I-1QQP-DJYF-KGDV	GLUE FOR REC PROGRAMS-KL	E	2/07/2024	42.34		008739		
I-1QT7-XHM9-VTL7	PUZZLES-KL	E	2/07/2024	238.40		008739		
I-1RD1-QRC4-PQHY	SANITIZING TOWLETTES-KL	E	2/07/2024	42.51		008739		
I-1RHM-L6PK-FVWH	MOUSE/KEYBOARD/HINGES PKS	E	2/07/2024	208.99		008739		
I-1TNR-36J4-GJV3	PLAYING CARDS -KL	E	2/07/2024	11.99		008739		
I-1TPM-9K7F-N96X	MISC BOOKS -KL	E	2/07/2024	19.99		008739		
I-1WYD-V1MY-6QH9	BATTERIES/CLIPS/MISC-KL	E	2/07/2024	53.95		008739		
I-1XMQ-LMMX-NMHN	STICKERS/RINGS/MISC -KL	E	2/07/2024	29.57		008739		
I-1XX6-HWH4-9GXT	CAMERA - KL	E	2/07/2024	68.00		008739		
I-1XXV-FDQJ-J4LG	MISC MULTIMEDIA - KL	E	2/07/2024	40.90		008739		
I-1YQ6-WR7X-1XYT	MISC MULTIMEDIA -KL	E	2/07/2024	19.96		008739		4,407.17
*** VENDOR TOTALS ***						1 CHECKS		4,407.17
000893	AMERIGROUP							
I-AFD23261	PATIENT REFUND - FD	R	2/05/2024	1,216.97		246474		1,216.97
*** VENDOR TOTALS ***						1 CHECKS		1,216.97

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002676	ANIMAL RESCUE LEAGUE							
I-INV0126	DECEMBER 2023 SERVICES	E	2/07/2024	1,000.00		008711		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
011996	ANKENY HARDWARE STORE LLC							
I-1108389	DOLLY RENTAL - FD	E	2/07/2024	20.00		008752		
I-1108451	MOUSE TRAPS -PW	E	2/07/2024	5.98		008752		
I-1109553	CLAMPS - PKS	E	2/07/2024	8.98		008752		
I-1109853	SMALL TOOL PARTS-PKS	E	2/07/2024	19.14		008752		
I-1109941	CLEANER/BOTTLE-OCM	E	2/07/2024	22.47		008752		
I-1109974	DRAIN REPAIR PARTS- FD	E	2/07/2024	59.23		008752		
I-1109982	DRAIN REPAIR PARTS - FD	E	2/07/2024	7.98		008752		
I-1110339	TAPE - FD	E	2/07/2024	49.96		008752		
I-1110372	DRILL/BUSHING - MU	E	2/07/2024	23.98		008752		
I-1110447	HILLMAN - PD	E	2/07/2024	5.56		008752		
I-1110514	BOLTS FOR SNOWBLOWER-PKS	E	2/07/2024	12.15		008752		
I-1110963	DOLLY - FD	E	2/07/2024	20.00		008752		255.43
	*** VENDOR TOTALS ***					1 CHECKS		255.43
003319	MIDWEST SOLID WASTE							
I-1643964	12/2023 LANDFILL/ROLLOFF	R	2/05/2024	1,564.28		246475		1,564.28
	*** VENDOR TOTALS ***					1 CHECKS		1,564.28
004201	TSJM TOWING SERVICE LLC							
I-24-58432	TOW/HOOK FEE - PD	R	2/05/2024	111.00		246476		
I-24-58692	UNIT #665 TOW/HOOK FEE	R	2/05/2024	40.00		246476		151.00
	*** VENDOR TOTALS ***					1 CHECKS		151.00
000057	ARNOLD MOTOR SUPPLY							
C-51CR025115	CR: GLASS CLEANER - FD	R	2/05/2024	8.29CR		246477		
I-15NV169525	WIPER BLADES - PK MNT	R	2/05/2024	49.42		246477		
I-15NV169978	PWR SVC ANTI GEL-OCM	R	2/05/2024	29.98		246477		
I-15NV170521	UNIT #802 MINI LAMP	R	2/05/2024	5.02		246477		
I-51NV235882	HANDLE/SQUEEGEE - FD	R	2/05/2024	85.20		246477		
I-51NV236022	GLASS CLEANER - FD	R	2/05/2024	8.29		246477		
I-51NV236037	VEHICLE WASH - FD	R	2/05/2024	122.99		246477		292.61
	*** VENDOR TOTALS ***					1 CHECKS		292.61
006233	ASENSATION MOBILE MUSIC PRODUC							
I-02/2024 F/D DANCE	2/3-2/4/2024 FATH/DTR DANCE	R	2/05/2024	500.00		246478		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
007234	AUTOMATED LOGIC CONTRACTING SE							
I-491302	QUARTERLY BILLING-JAN-MAR 2024	R	2/05/2024	818.75		246479		818.75
	*** VENDOR TOTALS ***					1 CHECKS		818.75

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000067	BAKER & TAYLOR INC							
I-2038029914	MISC BOOKS	E	2/07/2024	1,631.30		008681		
I-2038033269	MISC BOOKS - KL	E	2/07/2024	300.38		008681		
I-2038037959	MISC BOOKS	E	2/07/2024	304.41		008681		
I-2038040011	MISC BOOKS	E	2/07/2024	823.71		008681		
I-2038045539	MISC BOOKS-KL	E	2/07/2024	399.71		008681		
I-2038047393	MISC BOOKS-KL	E	2/07/2024	232.42		008681		
I-2038053873	MISC BOOKS - KL	E	2/07/2024	1,172.43		008681		
I-2038061422	B&T Blanket PO	E	2/07/2024	365.34		008681		
I-2038065882	MISC BOOKS -KL	E	2/07/2024	298.39		008681		5,528.09
	*** VENDOR TOTALS ***					1 CHECKS		5,528.09
012005	BARRON EQUIPMENT COMPANY INC							
I-3171154	SALT AUGER REPAIR	E	2/07/2024	1,084.03		008756		1,084.03
	*** VENDOR TOTALS ***					1 CHECKS		1,084.03
010368	AMANDA BELLIS							
I-1/18/2024	1/18/24 MILEAGE REIMBURSEMENT	E	2/07/2024	11.66		008766		11.66
	*** VENDOR TOTALS ***					1 CHECKS		11.66
012012	KERRY BERN							
I-AFD32378	PATIENT REFUND - FD	R	2/05/2024	100.00		246480		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
005950	BLACKSTONE AUDIO INC							
I-2134932	MULTIMEDIA/SHELF SVCS-KL	R	2/05/2024	41.95		246481		
I-2135565	MULTIMEDIA/SHELF SVCS-KL	R	2/05/2024	45.95		246481		
I-2137475	MISC MULTIMEDIA/SHELF SVCS-KL	R	2/05/2024	33.94		246481		121.84
	*** VENDOR TOTALS ***					1 CHECKS		121.84
007515	EFFLUENT INC							
I-I9082	12/1-12/31/23 RENTAL -PKS	R	2/05/2024	77.00		246482		
I-I9100	GREASE TRAP INSPECTION-KL	R	2/05/2024	225.00		246482		302.00
	*** VENDOR TOTALS ***					1 CHECKS		302.00
005174	BOUND TREE MEDICAL LLC							
I-85205153	EMS SUPPLIES - FD	R	2/05/2024	66.98		246483		
I-85206955	EMS SUPPLIES - FD	R	2/05/2024	2,310.53		246483		
I-85213689	EMS SUPPLIES - FD	R	2/05/2024	336.11		246483		
I-85215128	EMS SUPPLIES - FD	R	2/05/2024	1,604.79		246483		4,318.41
	*** VENDOR TOTALS ***					1 CHECKS		4,318.41
007239	BROADCAST MUSIC INC							
I-51425177	1/1/24-12/31/24 LICENSING-P&R	R	2/05/2024	435.00		246484		435.00
	*** VENDOR TOTALS ***					1 CHECKS		435.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001757	BROWNELLS INC							
I-2024410914339	RANGE SUPPLIES - PD	R	2/05/2024	60.93		246485		60.93
	*** VENDOR TOTALS ***					1 CHECKS		60.93
000385	CAPITAL CITY EQUIPMENT CO							
I-42980D	EDGE/BOLT/NUT - PRSC	E	2/07/2024	144.70		008690		
I-43117D	PLOW WIRE HARNESS -PRSC	E	2/07/2024	223.99		008690		
I-43261D	BOLT/NUT/FILTER - PRSC	E	2/07/2024	282.42		008690		651.11
	*** VENDOR TOTALS ***					1 CHECKS		651.11
000453	CARQUEST AUTO PARTS							
I-2330-817784	SNOWBRUSHES - CG	R	2/05/2024	51.24		246486		
I-2330-817870	AIR FILTER - CG	R	2/05/2024	26.01		246486		
I-2330-818272	HYDRAULIC FITTING - CG	R	2/05/2024	66.60		246486		
I-2330-819045	UNIT #661 PARTS	R	2/05/2024	13.72		246486		157.57
	*** VENDOR TOTALS ***					1 CHECKS		157.57
007320	CBT NUGGETS LLC							
I-10089999	CBT NUGGETS RENEWAL	R	2/05/2024	1,198.00		246487		1,198.00
	*** VENDOR TOTALS ***					1 CHECKS		1,198.00
012013	CCMSI							
I-AFD26656	REFUND - FD	R	2/05/2024	244.24		246488		244.24
	*** VENDOR TOTALS ***					1 CHECKS		244.24
011409	CENTRAL MCGOWAN INC							
I-0000282732	BEVERAGES FOR RESALE - OC	E	2/07/2024	30.00		008746		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
003072	QWEST CORPORATION							
I-01/04/2024	01/2024 STATEMENT - TRAFFIC	R	2/05/2024	100.89		246489		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
000426	CERTIFIED POWER INC							
I-40528858	UNIT #277 PARTS	R	2/05/2024	195.79		246490		195.79
	*** VENDOR TOTALS ***					1 CHECKS		195.79
007436	EMILY CHANCE							
I-01/2024 FITNESS	2024 ACC MEMBERSHIP	E	2/07/2024	45.00		008730		45.00
	*** VENDOR TOTALS ***					1 CHECKS		45.00
011576	CINTAS CORPORATION							
I-4175365228	11/28/23 SVCS - STREETS	R	2/05/2024	444.47		246491		
I-4177517597	12/19/23 SVCS - WATER	R	2/05/2024	212.11		246491		
I-4179197521	1/04/24 SVCS - WASTEWATER	R	2/05/2024	140.80		246491		
I-4179654076	UNIFORM RENTAL -OCM	R	2/05/2024	23.70		246491		
I-4179660045	1/09/24 SVCS - WATER	R	2/05/2024	212.11		246491		
I-4179660145	1/09/24 SVCS - STREETS	R	2/05/2024	492.90		246491		

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
I-4179660175	MAT RENTAL - ACC	R	2/05/2024	65.75		246491		
I-4179660210	MAT/UNIFORM RENTAL -PK MNT	R	2/05/2024	112.83		246491		
I-4179813124	1/10/24 SVCS - WASTEWATER	R	2/05/2024	140.80		246491		
I-4180404416	1/16/2024 SVCS - PSB	R	2/05/2024	64.75		246491		
I-4180404443	1/16/24 SVCS - CH	R	2/05/2024	61.51		246491		
I-4180407817	1/17/24 SVCS - WATER	R	2/05/2024	212.11		246491		
I-4180407840	MAT/UNIFORM RENTAL -PK MNT	R	2/05/2024	112.83		246491		
I-4180407879	RUGS - LAKESIDE	R	2/05/2024	21.12		246491		
I-4180407926	MAT RENTALS - ACC	R	2/05/2024	65.75		246491		
I-4180557024	1/17/24 SVCS - WASTEWATER	R	2/05/2024	140.80		246491		
I-4181116053	1/23/24 SVCS - STREETS	R	2/05/2024	430.35		246491		
I-4181116058	MAT RENTAL - ACC	R	2/05/2024	65.75		246491		
I-4181116080	MAT/UNIFORM RENTAL - PK MNT	R	2/05/2024	112.83		246491		3,133.27
			*** VENDOR TOTALS ***			1 CHECKS		3,133.27
000706	RYAN COMER							
I-01/18/2024 CDL	1/18/24 CDL RENEWAL	R	2/05/2024	32.00		246492		32.00
			*** VENDOR TOTALS ***			1 CHECKS		32.00
002559	CONSUMERS ENERGY							
I-12/01/23-01/02/24	01/09/24 STATEMENT	E	2/07/2024	2,686.97		008710		
I-37203	STREETLIGHTING UPGRADE	E	2/07/2024	1,700.00		008710		4,386.97
			*** VENDOR TOTALS ***			1 CHECKS		4,386.97
009536	D R HORTON - IOWA LLC							
I-23-3970-NEW	PERMIT REFUNDS	R	2/05/2024	2,024.00		246493		2,024.00
			*** VENDOR TOTALS ***			1 CHECKS		2,024.00
003518	INFOUSA MARKETING, INC							
I-10004175567	MISC BOOKS -KL	R	2/05/2024	640.00		246494		640.00
			*** VENDOR TOTALS ***			1 CHECKS		640.00
003099	DELL MARKETING L P							
I-10724822233	POLICE MDT CAR 78	R	2/05/2024	2,720.23		246495		2,720.23
			*** VENDOR TOTALS ***			1 CHECKS		2,720.23
000605	DEMCO INC							
I-7421549	JEWEL CASE/CAPS/ALBUMS-KL	E	2/07/2024	200.09		008696		200.09
			*** VENDOR TOTALS ***			1 CHECKS		200.09
011530	DES MOINES AREA COMMUNITY COLL							
I-S1554844	PARAMEDIC TUITION	R	2/05/2024	1,064.00		246496		1,064.00
			*** VENDOR TOTALS ***			1 CHECKS		1,064.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

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000843	THE DES MOINES REGISTER							
I-6125234	12/2023 LEGAL PUBLICATIONS	E	2/07/2024	2,590.03		008700		2,590.03
	*** VENDOR TOTALS ***					1 CHECKS		2,590.03
000700	DES MOINES STAMP MFG CO							
I-1228831	NOTARY STAMP - PD	E	2/07/2024	33.00		008697		33.00
	*** VENDOR TOTALS ***					1 CHECKS		33.00
000606	DES MOINES STEEL FENCE CO INC							
I-62154	FENCE SUPPLIES -PRSC	R	2/05/2024	341.20		246497		341.20
	*** VENDOR TOTALS ***					1 CHECKS		341.20
000160	DES MOINES WATER WORKS							
I-005039 12/28/23	12/28/2023 STATEMENT	R	2/05/2024	132,441.62		246498		
I-005040 12/28/23	12/28/2023 STATEMENT	R	2/05/2024	170,021.36		246498		
I-084542 12/28/23	12/28/2023 STATEMENT	R	2/05/2024	75.00		246498		
I-084793 12/28/23	12/28/2023 STATEMENT	R	2/05/2024	144,158.46		246498		
I-099890 12/28/23	12/28/23 STATEMENT	R	2/05/2024	168,129.73		246498		
I-101656 12/28/23	12/28/2023 STATEMENT	R	2/05/2024	143,736.34		246498		758,562.51
	*** VENDOR TOTALS ***					1 CHECKS		758,562.51
001327	GL ANKENY LLC							
I-156341 DOW	UNIT #935 PARTS	R	2/05/2024	632.80		246499		632.80
	*** VENDOR TOTALS ***					1 CHECKS		632.80
000161	DEWEY FORD INC							
C-CM615377 FOW	CR: UNIT #117 PARTS	R	2/05/2024	55.00CR		246500		
I-613258 FOW	AMBULANCE PARTS	R	2/05/2024	27.54		246500		
I-616600 FOW	UNIT #96 PARTS	R	2/05/2024	154.48		246500		
I-616944 FOW	UNIT #922 PARTS	R	2/05/2024	152.56		246500		279.58
	*** VENDOR TOTALS ***					1 CHECKS		279.58
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-01/01/2024 DUES	01/2024 QUARTERLY DUES-KL	R	2/05/2024	15,074.40		246501		15,074.40
	*** VENDOR TOTALS ***					1 CHECKS		15,074.40
009477	DIXON ENGINEERING INC							
I-24-0035 #1	PAY 1-MAG GRND STRG RESERVOIR	R	2/05/2024	7,175.00		246502		7,175.00
	*** VENDOR TOTALS ***					1 CHECKS		7,175.00
009634	EMILY DOONAN							
I-01/21/2024UNIFORM	1/21/24 EMS PANTS	E	2/07/2024	53.70		008765		53.70
	*** VENDOR TOTALS ***					1 CHECKS		53.70

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 1/19/2024 THRU 2/07/2024

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000759	JAY EASON							
I-10/23-12/23	FITNESS 10/23-12/23 FITNESS REIMBRSMNT	E	2/07/2024	54.00		008698		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
004995	ECHO GROUP INC							
I-S010418512.001	20A BREAKER - PW	E	2/07/2024	56.55		008721		56.55
	*** VENDOR TOTALS ***					1 CHECKS		56.55
000186	ELECTRONIC ENGINEERING							
I-120016167-1	SERVICE CALL - PD	E	2/07/2024	110.00		008682		
I-80070422, 80070289	02/2024 STATEMENT - PARK MAINT	E	2/07/2024	296.50		008682		
I-80070423, 80070290	02/2024 STATEMENT - PW	E	2/07/2024	930.00		008682		
I-80070424, 80070291	02/2024 STATEMENT - MU	E	2/07/2024	440.50		008682		
I-80070425	02/2024 STATEMENT -ENGINEERING	E	2/07/2024	26.50		008682		1,803.50
	*** VENDOR TOTALS ***					1 CHECKS		1,803.50
009315	CHAD ELLIOT							
I-02/03/24 SHOW-KL	2/3/24 WILDERMAN'S SHOW-KL	R	2/05/2024	500.00		246503		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
008855	JAMES EVANS							
I-10500940/20968417	NUISANCE LICENSE/FUR HRVSTR	E	2/07/2024	64.59		008763		64.59
	*** VENDOR TOTALS ***					1 CHECKS		64.59
006858	FERGUSON ENTERPRISES INC #1657							
I-0252511	WATER EQUIPMENT - MU	R	2/05/2024	44.45		246504		44.45
	*** VENDOR TOTALS ***					1 CHECKS		44.45
011234	FIRE SERVICE TRAINING BUREAU							
I-241053	INSP1 - JOBE SHANNON	R	2/05/2024	50.00		246505		
I-241131	INSP1 - GOBELL, GUZMAN	R	2/05/2024	100.00		246505		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
006511	THE PAPER CORPORATION							
I-250091-00	SHOP TOWEL - OCM	R	2/05/2024	43.80		246506		43.80
	*** VENDOR TOTALS ***					1 CHECKS		43.80
007648	DAIOHS USA INC							
I-015026	COFFEE SERVICES - CH	E	2/07/2024	56.58		008731		56.58
	*** VENDOR TOTALS ***					1 CHECKS		56.58
002078	FOTH & VAN DYKE LLC							
I-88271 #21	PAY 21-N 4MILE CRK TRNK SWR	E	2/07/2024	9,290.74		008707		
I-88272 #10	PAY 10-NW STATE ST EXT	E	2/07/2024	32,300.10		008707		
I-88273 #4	PAY 4-N 4MILE CRK TRNK SWR P2	E	2/07/2024	1,909.04		008707		43,499.88
	*** VENDOR TOTALS ***					1 CHECKS		43,499.88

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

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			DATE	AMOUNT		NO	STATUS	AMOUNT
011377	STRAND ASSOCIATES, INC.							
I-0206406 #33	PAY 33-ANKENY ASR	R	2/05/2024	1,089.00		246507		
I-0206407 #9	PAY 9-NE36TH ST/38TH ST WTR MN	R	2/05/2024	3,500.00		246507		4,589.00
	*** VENDOR TOTALS ***					1 CHECKS		4,589.00
003901	JUSTIN ROBERT FRISK							
I-01/17/2024 BOOTS	1/17/24 BOOTS	E	2/07/2024	140.00		008759		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
012003	FRONTLINE PUBLIC SAFETY SOLUTI							
I-FL76555	TRACKING SOFTWARE	E	2/07/2024	6,000.00		008755		6,000.00
	*** VENDOR TOTALS ***					1 CHECKS		6,000.00
012018	DONNE FRYE							
I-AFD31817	PATIENT REFUND - FD	R	2/05/2024	135.55		246508		135.55
	*** VENDOR TOTALS ***					1 CHECKS		135.55
000211	GALE							
I-83184842	MISC BOOKS - KL	E	2/07/2024	161.19		008683		
I-83184935	JAN HIGH OCTANE 8 PLAN-KL	E	2/07/2024	101.96		008683		
I-83185187	JANUARY DYNAMIC DRAMA 5 PLAN	E	2/07/2024	81.72		008683		
I-83214439	MISC BOOKS - KL	E	2/07/2024	124.45		008683		
I-83214454	MISC BOOKS - KL	E	2/07/2024	51.73		008683		
I-83214814	MISC BOOKS - KL	E	2/07/2024	94.46		008683		
I-83215646	JANUARY DIVERSE VOICES 2 PLAN	E	2/07/2024	52.48		008683		
I-83324619	MISC BOOKS -KL	E	2/07/2024	28.49		008683		
I-83362521	MISC BOOKS - KL	E	2/07/2024	50.98		008683		
I-83362610	MISC BOOKS -KL	E	2/07/2024	72.72		008683		
I-83362645	MISC BOOKS -KL	E	2/07/2024	80.22		008683		
I-83362867	MISC BOOKS - KL	E	2/07/2024	72.72		008683		
I-83363011	MISC BOOKS - KL	E	2/07/2024	61.47		008683		
I-83363141	MISC BOOKS -KL	E	2/07/2024	52.48		008683		
I-83400114	MISC BOOKS - KL	E	2/07/2024	47.98		008683		1,135.05
	*** VENDOR TOTALS ***					1 CHECKS		1,135.05
011998	GALLS PARENT HOLDINGS, LLC							
I-026644615	UNIFORMS - PD	E	2/07/2024	36.94		008753		
I-026655756	UNIFORMS - FD	E	2/07/2024	74.30		008753		
I-026695203	UNIFORMS - FD	E	2/07/2024	142.69		008753		
I-026747098	UNIFORMS - FD	E	2/07/2024	87.98		008753		341.91
	*** VENDOR TOTALS ***					1 CHECKS		341.91
012014	ANDREW GOLDSWORTHY							
I-AFD14828	PATIENT REFUND - FD	R	2/05/2024	864.80		246509		864.80
	*** VENDOR TOTALS ***					1 CHECKS		864.80

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000227	GRAINGER							
I-9952308709	GASKETS - FD	E	2/07/2024	26.19		008684		
I-9957494033	HOOK/RATCHET STRAP - MU	E	2/07/2024	183.28		008684		
I-9970069135	FUEL TSFR PUMP - PKS	E	2/07/2024	770.15		008684		
I-9974827710	FLUSH VALVE - CH	E	2/07/2024	168.85		008684		
I-9974827736	GAS HOSE - PK MNT	E	2/07/2024	155.53		008684		1,304.00
	*** VENDOR TOTALS ***					1 CHECKS		1,304.00
008737	TRAVIS GRANDGEORGE							
I-01/08/2024MEAL	1/8/24 MEAL REIMBURSEMENT	R	2/05/2024	20.54		246510		20.54
	*** VENDOR TOTALS ***					1 CHECKS		20.54
005993	HANDLEY LAW FIRM							
I-1/17/2024	DECEMBER 2023 SERVICES - PD	E	2/07/2024	10,940.00		008726		10,940.00
	*** VENDOR TOTALS ***					1 CHECKS		10,940.00
009448	PAULA KAY CASKEY							
I-24	UNIFORM SVCS - FD	E	2/07/2024	100.00		008742		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-161261	SALTER FLOW PARTS - PKS	R	2/05/2024	227.00		246511		227.00
	*** VENDOR TOTALS ***					1 CHECKS		227.00
012015	JILL HEIMERMAN							
I-AFD33297	PATIENT REFUND - FD	R	2/05/2024	65.92		246512		65.92
	*** VENDOR TOTALS ***					1 CHECKS		65.92
011976	HENSLEY CONCRETE COATINGS INC							
I-2065	CONCRETE FLOOR - FD	E	2/07/2024	6,929.00		008751		
I-2073	FD - FSI HALLWAY FLOOR	E	2/07/2024	5,469.91		008751		12,398.91
	*** VENDOR TOTALS ***					1 CHECKS		12,398.91
001603	HERITAGE-CRYSTAL CLEAN LLC							
I-18355751	COM-20 GAL - MU	R	2/05/2024	245.50		246513		245.50
	*** VENDOR TOTALS ***					1 CHECKS		245.50
003098	HOTSY CLEANING SYSTEMS IN							
I-0218792-IN	FLEETWASH - PW	E	2/07/2024	472.50		008714		472.50
	*** VENDOR TOTALS ***					1 CHECKS		472.50
004386	HOUSBY HEAVY EQUIPMENT LLC							
I-XA201000058:01	UNIT #664 PARTS	E	2/07/2024	287.39		008717		
I-XA201000292:01	VOLVO LOADER PARTS - PW	E	2/07/2024	131.81		008717		419.20
	*** VENDOR TOTALS ***					1 CHECKS		419.20

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004196	HYDRAQUIP LTD							
I-72827	REBUILD MOTOR	R	2/05/2024	1,005.00		246514		1,005.00
	*** VENDOR TOTALS ***					1 CHECKS		1,005.00
005531	HR GREEN INC							
I-171321 #14	PAY 14-OR GTWY TRL/ST UNDRPS	E	2/07/2024	35,957.25		008724		35,957.25
	*** VENDOR TOTALS ***					1 CHECKS		35,957.25
000959	PAUL HUBBARD							
I-11/23-01/24PARKOUR FY24 PARKOUR NOV-JAN		E	2/07/2024	1,579.20		008757		1,579.20
	*** VENDOR TOTALS ***					1 CHECKS		1,579.20
006458	HUMANA GOLD CHOICE							
I-AFD34255	REFUND - FD	R	2/05/2024	336.63		246515		336.63
	*** VENDOR TOTALS ***					1 CHECKS		336.63
000253	HY-VEE INC							
C-1/09/24 0013	CR: SNOW MEALS - PW	R	2/05/2024	15.12CR		246516		
I-014717	SNOW MEALS - PW	R	2/05/2024	267.06		246516		
I-014733	SNOW MEALS - PW	R	2/05/2024	247.64		246516		
I-014785	SNOW MEALS - PW	R	2/05/2024	239.91		246516		
I-014813	SNOW MEALS - PW	R	2/05/2024	268.44		246516		
I-014844	SNOW MEALS - PW	R	2/05/2024	263.93		246516		
I-014918	SNOW MEALS - PW	R	2/05/2024	132.45		246516		
I-014952	SNOW MEALS - PW	R	2/05/2024	120.48		246516		
I-017708	BREAKROOM SUPPLIES - PW	R	2/05/2024	84.25		246516		
I-304409	SNOW MEALS - PW	R	2/05/2024	194.31		246516		
I-359889	SNOW MEALS - PW	R	2/05/2024	146.97		246516		
I-918572	SNOW MEALS - PW	R	2/05/2024	198.37		246516		2,148.69
	*** VENDOR TOTALS ***					1 CHECKS		2,148.69
008906	IMAGE TREND INC							
I-PS-INV105418	DECEMBER 2023 BILLING BRIDGE	E	2/07/2024	1,014.85		008736		
I-PS-INV105704	MYEMSCARE MONTHLY FEE	E	2/07/2024	87.50		008736		1,102.35
	*** VENDOR TOTALS ***					1 CHECKS		1,102.35
009085	INDUSTRIAL ORGANIZATIONAL SOLU							
I-C58906A	FIRE TESTING - HR	R	2/05/2024	825.00		246517		825.00
	*** VENDOR TOTALS ***					1 CHECKS		825.00
000263	INLAND TRUCK PARTS							
I-IN-1537044	#246 REPAIRS	E	2/07/2024	7,973.67		008685		7,973.67
	*** VENDOR TOTALS ***					1 CHECKS		7,973.67

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
003442	INTERNATIONAL ASSOCIATION OF							
I-0323708	1/1/24-12/31/24 DUES-SCHAFFER	R	2/05/2024	190.00		246518		
I-0323711	1/1/24-12/31/24 DUES-ECHER	R	2/05/2024	190.00		246518		380.00
	*** VENDOR TOTALS ***					1 CHECKS		380.00
000870	INTERNATIONAL INSTITUTE							
I-FY24 YUSKA	ANNUAL MEMBERSHIP-YUSKA	R	2/05/2024	225.00		246519		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000407	WEBER BATTERY INC							
I-1925901008197	UNIT #661 BATTERY	R	2/05/2024	153.15		246520		153.15
	*** VENDOR TOTALS ***					1 CHECKS		153.15
000979	INTOXIMETERS INC							
I-751134	MOUTHPIECE - PD	R	2/05/2024	145.00		246521		145.00
	*** VENDOR TOTALS ***					1 CHECKS		145.00
003429	IOWA BIOTECHNOLOGY ASSOCIATION							
I-1779	IOWA BIOTECH SPONSORSHIP	R	2/05/2024	1,500.00		246522		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
000155	IOWA DEPARTMENT OF PUBLIC SAFE							
I-10/2023-12/2023	10/23-12/23 IOWA SYSTEM-PD	R	2/05/2024	3,300.00		246523		
I-107	07/23-09/23 IOWA SYSTEM-PD	R	2/05/2024	3,300.00		246523		6,600.00
	*** VENDOR TOTALS ***					1 CHECKS		6,600.00
010902	IOWA DEPARTMENT OF TRANSPORTAT							
I-02/24 AGG TECH-TW	2/29/24 AGG TECH-WESTBERG	R	2/05/2024	120.00		246524		
I-02/24 PCCLVL3-TW	2/23/24 PCC LVL 3-WESTBERG	R	2/05/2024	120.00		246524		
I-02/24 SOIL CERT-JT	2/2/24 SOILS RECERT - J. TETER	R	2/05/2024	120.00		246524		
I-03/24 ASPHALT-TW	3/28/24 HMA SAMPLER-WESTBERG	R	2/05/2024	60.00		246524		
I-03/24 ASPHTLVLL1-JT	3/15/24 ASPHALT LVL 1-J. TETER	R	2/05/2024	120.00		246524		
I-03/24 PCCLVL2-JT	3/1/24 PCC LVL 2 RECERT-TETER	R	2/05/2024	120.00		246524		660.00
	*** VENDOR TOTALS ***					1 CHECKS		660.00
001053	IOWA GOLF ASSOCIATION							
I-14366	MEMBER CLUB FEES - OC	E	2/07/2024	750.00		008703		750.00
	*** VENDOR TOTALS ***					1 CHECKS		750.00
004476	IOWA DEPARTMENT OF HEALTH AND							
I-02 2024	FEBRUARY 2024 STATE SHARE	R	2/05/2024	16,735.05		246525		16,735.05
	*** VENDOR TOTALS ***					1 CHECKS		16,735.05

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

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						NO	STATUS	AMOUNT
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV89499	FY22 411 MED DED DEC 2023	R	2/05/2024	165.96		246526		
I-INV89500	FY23 411 MED DED DEC 2023	R	2/05/2024	356.17		246526		
I-INV89501	FY24 411 MED DED DEC 2023	R	2/05/2024	1,264.28		246526		
I-INV89502	FY19 MED DED DEC 2023	R	2/05/2024	939.68		246526		
I-INV89503	FY24 MED DED DEC 2023	R	2/05/2024	15,954.60		246526		18,680.69
	*** VENDOR TOTALS ***					1 CHECKS		18,680.69
000272	IOWA PRISON INDUSTRIES							
I-052872	SIGNS - TRAFFIC	R	2/05/2024	1,050.00		246527		1,050.00
	*** VENDOR TOTALS ***					1 CHECKS		1,050.00
009698	IOWA TOTAL CARE							
I-AFD32946	PATIENT REFUND - FD	R	2/05/2024	1,473.01		246528		1,473.01
	*** VENDOR TOTALS ***					1 CHECKS		1,473.01
001945	IOWA WORKFORCE DEVELOPMENT							
C-104098-9 9/30/23	CR: BENEFIT CHRG THRU 9/30/23	E	2/07/2024	1,628.83CR		008706		
I-104098-9 12/31/23	BENEFIT CHARGES THRU 12/31/23	E	2/07/2024	11,218.11		008706		9,589.28
	*** VENDOR TOTALS ***					1 CHECKS		9,589.28
005644	J PETTIECORD INC							
I-65342	MIDWAY PARK MULCH	R	2/05/2024	3,800.00		246529		3,800.00
	*** VENDOR TOTALS ***					1 CHECKS		3,800.00
012016	IRENE JENSEN							
I-AFD29940	PATIENT REFUND - FD	R	2/05/2024	19.52		246530		19.52
	*** VENDOR TOTALS ***					1 CHECKS		19.52
007827	JEO CONSULTING GROUP INC							
I-200170.01 #26	PAY 26-SE 3RD ST IMP PH1	E	2/07/2024	57,869.50		008732		
I-222064 #10	PAY 10-TRNSPRTN MST PLN	E	2/07/2024	16,697.50		008732		74,567.00
	*** VENDOR TOTALS ***					1 CHECKS		74,567.00
011539	JP PARTY RENTALS LLC							
I-17768205	LASER TAG RENTAL- P&R	R	2/05/2024	465.00		246531		465.00
	*** VENDOR TOTALS ***					1 CHECKS		465.00
000065	RENEWABLE ENERGY GROUP INC							
I-575701	12/28/23 DIESEL DYED/87E10	E	2/07/2024	17,410.22		008680		17,410.22
	*** VENDOR TOTALS ***					1 CHECKS		17,410.22
004783	KELTEK INCORPORATED							
I-9868	KELTEK MG90 SUPPORT	E	2/07/2024	2,965.00		008719		2,965.00
	*** VENDOR TOTALS ***					1 CHECKS		2,965.00

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 1/19/2024 THRU 2/07/2024

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012000	KEY COOPERATIVE							
I-8096829	DIESEL ADDITIVES - CG	E	2/07/2024	97.93		008754		
I-8098274	1/24/24 SUP UNL/#2 DIESEL	E	2/07/2024	14,054.16		008754		
I-8098275	1/24/24 #1 DIESEL	E	2/07/2024	4,892.43		008754		19,044.52
	*** VENDOR TOTALS ***					1 CHECKS		19,044.52
012011	KIDMAN ESTATES LLC							
I-202312010011	FACILITY INSPECTIONS-STRMWTR	R	2/05/2024	29.50		246532		29.50
	*** VENDOR TOTALS ***					1 CHECKS		29.50
000581	MIDWEST MOTOR SUPPLY CO INC							
I-101825664	SHOP SUPPLIES - CG	E	2/07/2024	253.26		008695		
I-101841045	HYDRAULIC HOSE - CG	E	2/07/2024	517.09		008695		770.35
	*** VENDOR TOTALS ***					1 CHECKS		770.35
008587	KINZLER CONSTRUCTION SERVICES							
I-2323848.0001	DOOR REPAIR - PW	R	2/05/2024	376.50		246533		
I-24000529.0001	DOOR REPAIR - PW	R	2/05/2024	376.50		246533		
I-2401126.0001	DOOR REPAIRS - PRSC	R	2/05/2024	128.00		246533		881.00
	*** VENDOR TOTALS ***					1 CHECKS		881.00
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-95080 #5	PAY 5-NE 62ND ST BOX CLVRT DSN	E	2/07/2024	12,672.03		008701		12,672.03
	*** VENDOR TOTALS ***					1 CHECKS		12,672.03
003241	VINCE KNOOT							
I-2024 CDL RENEWAL	2024 CDL RENEWAL REIMBURSEMENT	E	2/07/2024	60.00		008758		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00
002368	LAWSON PRODUCTS INC							
I-9311192831	SHOP SUPPLIES - CG	E	2/07/2024	410.50		008709		410.50
	*** VENDOR TOTALS ***					1 CHECKS		410.50
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20231231	AVCC SBSRT 12/1/23-12/31/23	E	2/07/2024	515.00		008748		515.00
	*** VENDOR TOTALS ***					1 CHECKS		515.00
012009	LILLIS LAW FIRM TRUST ACCOUNT							
I-01/02/24SETTLEMENT	01/02/2024 SETTLEMENT AGREEMNT	R	1/19/2024	145,000.00		246446		145,000.00
	*** VENDOR TOTALS ***					1 CHECKS		145,000.00
011948	JAMIE GALE							
I-01/19/2024 CLASS	01/19/24 LITTLE OM BIG OM YOGA	E	2/07/2024	85.00		008767		85.00
	*** VENDOR TOTALS ***					1 CHECKS		85.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004810	LOGAN CONTRACTORS SUPPLY							
I-D55539	STREET SUPPLIES - PW	E	2/07/2024	552.40		008720		552.40
	*** VENDOR TOTALS ***					1 CHECKS		552.40
000285	LUBE-TECH & PARTNERS LLC							
I-3401425	EXHAUST FLUID - FD	E	2/07/2024	264.00		008687		
I-3401439	WINDSHIELD WASH - CG	E	2/07/2024	369.22		008687		
I-3401540	WINDSHIELD WASH - CG	E	2/07/2024	369.22		008687		1,002.44
	*** VENDOR TOTALS ***					1 CHECKS		1,002.44
012006	JOSEPH LUIING							
I-01/16/24 MAILBOX	MAILBOX REPLACEMENT EXPENSES	R	2/05/2024	144.36		246534		144.36
	*** VENDOR TOTALS ***					1 CHECKS		144.36
000470	LUMEN							
I-672481299	1/12/2024 STATEMENT	E	2/07/2024	690.21		008692		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
009304	ELIZABETH LYONS							
I-01/2024SQUISH	01/28/24 SQUISHMALLOW CLASS	R	2/05/2024	308.00		246535		308.00
	*** VENDOR TOTALS ***					1 CHECKS		308.00
002207	MANATTS INC							
I-5124048 A	12/20/23 M-4 NO ASH	E	2/07/2024	1,812.00		008708		
I-5124048 B	12/20/23 M-4 NO ASH	E	2/07/2024	725.50		008708		2,537.50
	*** VENDOR TOTALS ***					1 CHECKS		2,537.50
009346	MARY'S CLEANING CARE INC							
I-33495	JANUARY 2024 CLEANING-CH	R	2/05/2024	829.00		246536		
I-33496	JANUARY 2024 CLEANINGS - FS#1	R	2/05/2024	383.00		246536		
I-33497	JANUARY 2024 CLEANING-KL	R	2/05/2024	7,845.00		246536		
I-33500	JANUARY CLEANING - ACC	R	2/05/2024	1,581.73		246536		
I-33501	JANUARY 2024 CLEANINGS-STREETS	R	2/05/2024	175.00		246536		10,813.73
	*** VENDOR TOTALS ***					1 CHECKS		10,813.73
005013	MATERIAL HANDLING INNOVATIONS,							
I-63633	CRANE INSPECTION	E	2/07/2024	1,630.00		008723		1,630.00
	*** VENDOR TOTALS ***					1 CHECKS		1,630.00
002183	MCCLURE ENGINEERING CO							
I-211008-010 #20	PAY 20-NW18TH RECON/ASH/ANKB	R	2/05/2024	11,790.00		246537		11,790.00
	*** VENDOR TOTALS ***					1 CHECKS		11,790.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001671	MCC IOWA LLC							
I-2/01/24-2/29/24	2/01/24-2/29/24 DEDICATE INT	R	2/05/2024	500.00		246538		500.00
			*** VENDOR TOTALS ***			1 CHECKS		500.00
004747	MENARDS							
C-96805	CR: CONCRETE MIX - PW	R	2/05/2024	36.68CR		246539		
I-93147	TRAFFIC SIGNAL SUPPLIES - PW	R	2/05/2024	59.66		246539		
I-96802	FLINT STRIKER - PW	R	2/05/2024	2.79		246539		
I-96992	CONCRETE REPAIR/SEALANT-MU	R	2/05/2024	298.08		246539		
I-96993	SPOONS/FORKS/CLPS/SHEETS-PRSC	R	2/05/2024	14.01		246539		
I-97007	FCT/CPLNG/ADPTR/NIPPLE-FS3	R	2/05/2024	30.30		246539		
I-97028	VINYL TUBING/HOSE CLAMP -FS3	R	2/05/2024	6.08		246539		
I-97034	ELBOW/BLADES - FD	R	2/05/2024	9.95		246539		
I-97075	BOARD/FILTR/POLY GLS-ACC	R	2/05/2024	37.93		246539		
I-97085	KNIFE/SPNGE/FROG TAPE-PD	R	2/05/2024	50.70		246539		
I-97100	CMP ANG/WRENCH/FCT-PD	R	2/05/2024	55.93		246539		
I-97208	BASIN WRENCH/PLUG- PD	R	2/05/2024	34.95		246539		
I-97217	TRFC SIG SUPPS/TOOLS - PW	R	2/05/2024	271.06		246539		
I-97266	GRASS SEED - MU	R	2/05/2024	79.99		246539		
I-97303	FUEL/DRILL/BATTS/WIRE/RAT-PRSC	R	2/05/2024	97.99		246539		
I-97423	BUILDING SUPPS/REP MORTAR-MU	R	2/05/2024	279.55		246539		
I-97465	LIGHTS - FD	R	2/05/2024	79.99		246539		
I-97473	BUILDING SUPP/EQUIP/TOWER-MU	R	2/05/2024	193.26		246539		
I-97493	DRILLBITS - MU	R	2/05/2024	9.34		246539		
I-97543	BUILDING SUPPLIES - FD	R	2/05/2024	28.40		246539		
I-97550	FANS - FD	R	2/05/2024	64.35		246539		
I-97695	MAILBOX SUPPLIES - PW	R	2/05/2024	244.86		246539		
I-97737	MAILBOX SUPPLIES - PW	R	2/05/2024	247.22		246539		
I-97780	PARTS ORGANIZERS - FD	R	2/05/2024	5.98		246539		
I-97793	SHOP VAC FILTERS - FD	R	2/05/2024	29.98		246539		2,195.67
			*** VENDOR TOTALS ***			1 CHECKS		2,195.67
007664	MERCYONE ANKENY PHARMACY							
I-1/10/2024	EMS PHARMACY - FD	R	2/05/2024	948.23		246540		
I-1/23/2024	EMS PHARMACY - FD	R	2/05/2024	312.45		246540		
I-1/24/2024	EMS PHARMACY - FD	R	2/05/2024	107.00		246540		1,367.68
			*** VENDOR TOTALS ***			1 CHECKS		1,367.68
001931	METRO WASTE AUTHORITY							
I-70025935	DEC 2023 MONTHLY CURB-IT FEE	E	2/07/2024	105,700.28		008705		
I-70026102	JAN 2024 MONTHLY CURB-IT FEE	E	2/07/2024	106,680.92		008705		212,381.20
			*** VENDOR TOTALS ***			1 CHECKS		212,381.20

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004447	RYAN MEYER							
I-01/2024	FITNESS 01/2024 FITNESS	E	2/07/2024	32.50		008718		32.50
			*** VENDOR TOTALS ***			1 CHECKS		32.50
004013	MICHAEL TODD & COMPANY INC							
I-212704	PLOW CUTTING EDGES-PKS	R	2/05/2024	643.14		246541		
I-212705	PLOW BLADES-PKS	R	2/05/2024	2,225.72		246541		2,868.86
			*** VENDOR TOTALS ***			1 CHECKS		2,868.86
003056	MID-STATES ORGANIZED CRIME							
I-0003511-IN	FY24 MOCI MEMBERSHIP-SCHAFFER	E	2/07/2024	250.00		008713		250.00
			*** VENDOR TOTALS ***			1 CHECKS		250.00
000271	MIDAMERICAN ENERGY COMPANY							
I-548296754	MIDWAY PARK ELECTRIC	E	2/07/2024	0.33		008686		
I-FY24 #8 1695158009	1/12/24 STATEMENT	E	2/07/2024	100,614.11		008686		100,614.44
			*** VENDOR TOTALS ***			1 CHECKS		100,614.44
008058	CTB MIDWEST INC							
I-1833630 RI	BEARING SET/PARTS - OCM	E	2/07/2024	67.68		008734		
I-1833834 RI	PARTS - OCM	E	2/07/2024	56.96		008734		124.64
			*** VENDOR TOTALS ***			1 CHECKS		124.64
000945	MIDWEST WHEEL COMPANIES							
I-3534545-00	FLOORLINERS - SQUAD CARS	R	2/05/2024	254.92		246542		
I-3543811-00	UNIT #277 PARTS	R	2/05/2024	136.76		246542		
I-3554408-00	BACKUP ALARM - CG	R	2/05/2024	100.08		246542		491.76
			*** VENDOR TOTALS ***			1 CHECKS		491.76
008146	MIKE'S METRO LOCK AND SAFE							
I-300061	LEVER REPAIR - MU	R	2/05/2024	45.00		246543		45.00
			*** VENDOR TOTALS ***			1 CHECKS		45.00
007277	MILLERBERND MANUFACTURING COMP							
I-182345	REPAIR SIGNAL/LIGHT POLE	R	2/05/2024	841.00		246544		841.00
			*** VENDOR TOTALS ***			1 CHECKS		841.00
1	AMF CONSULTING, LLC							
I-000202401310759	US REFUND	R	2/05/2024	93.20		246449		93.20
1	DAVIS, CHRISTIAN							
I-000202401310754	US REFUND	R	2/05/2024	99.83		246450		99.83

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	DELDEN GARAGE DOORS							
I-000202401310749	US REFUND	R	2/05/2024	100.00		246451		100.00
1	FRANKLIN, BRANDON							
I-000202401310765	US REFUND	R	2/05/2024	63.25		246452		63.25
1	FUGLSANG, COREY							
I-000202401310764	US REFUND	R	2/05/2024	57.90		246453		57.90
1	GAGNE, PATRICIA C							
I-000202401310753	US REFUND	R	2/05/2024	100.00		246454		100.00
1	HALL, ALLYSON							
I-000202401310760	US REFUND	R	2/05/2024	94.60		246455		94.60
1	JOHNSTON, JACOB							
I-000202401310748	US REFUND	R	2/05/2024	100.00		246456		100.00
1	KOLARS, COLLIN							
I-000202401310758	US REFUND	R	2/05/2024	94.35		246457		94.35
1	LLOYD, MARK							
I-000202401310750	US REFUND	R	2/05/2024	94.72		246458		94.72
1	MCKENZIE, BRITTANY							
I-000202401310755	US REFUND	R	2/05/2024	100.00		246459		100.00
1	NORELIUS, MADDIE							
I-000202401310763	US REFUND	R	2/05/2024	95.25		246460		95.25
1	PHILLIPS, SUMMER							
I-000202401310761	US REFUND	R	2/05/2024	43.21		246461		43.21
1	RICHARDS, KEENAN							
I-000202401310751	US REFUND	R	2/05/2024	58.48		246462		58.48
1	STEWART, EMILY							
I-000202401310756	US REFUND	R	2/05/2024	65.09		246463		65.09
1	SWEET SWIRLS ROLLED							
I-000202401310752	US REFUND	R	2/05/2024	100.00		246464		100.00
1	WHITE, LUCAS							
I-000202401310757	US REFUND	R	2/05/2024	53.90		246465		53.90

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DATE RANGE: 1/19/2024 THRU 2/07/2024

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	WILLIAMS, LANA							
I-000202401310762	US REFUND	R	2/05/2024	98.67		246466		98.67
	*** VENDOR TOTALS ***					18 CHECKS		1,512.45
003512	GREETINGS INC							
I-124863	SCRAPER/PLATE/SHEAR/BLT-PKS	R	2/05/2024	115.33		246545		115.33
	*** VENDOR TOTALS ***					1 CHECKS		115.33
006756	MTI DISTRIBUTING INC							
I-1414126-01	BEDKNIFE UNIT #827- OCM	R	2/05/2024	629.65		246546		629.65
	*** VENDOR TOTALS ***					1 CHECKS		629.65
000350	MUNICIPAL SUPPLY INC							
I-0895087-IN	HYDRANT METER - MU	R	2/05/2024	1,358.00		246547		
I-0895198-IN	HYDRANT METER - MU	R	2/05/2024	779.10		246547		
I-0895589-IN	HYDRANT METER - MU	R	2/05/2024	105.63		246547		
I-0895590-IN	HYDRANT METER - MU	R	2/05/2024	1,059.90		246547		
I-0896078-IN A	METER HEAD ASSEMBLIES - MU	R	2/05/2024	13,930.00		246547		
I-0896078-IN B	METER HEAD ASSEMBLIES-MU	R	2/05/2024	565.00		246547		
I-0896546-IN	DISTRIBUTION PARTS - MU	R	2/05/2024	1,881.74		246547		
I-0897094-IN	DISTRIBUTION PARTS - MU	R	2/05/2024	875.00		246547		20,554.37
	*** VENDOR TOTALS ***					1 CHECKS		20,554.37
003057	NAPA AUTO PARTS							
C-2986-731190	CR: TROLLY JACK - STREETS	R	2/05/2024	67.60CR		246548		
I-2986-730271	COMPACT JACK - PW	R	2/05/2024	170.78		246548		
I-2986-730280	WIPER BLADES - CG	R	2/05/2024	64.14		246548		
I-2986-730283	BEAMS - CG	R	2/05/2024	87.42		246548		
I-2986-730338	BRAKE FLUID - CG	R	2/05/2024	40.96		246548		
I-2986-730362	UNIT #661 PARTS	R	2/05/2024	15.74		246548		
I-2986-730442	WIPER BLADES/BEAMS/FILTER-CG	R	2/05/2024	247.04		246548		
I-2986-730474	WINDSHIELD WIPERS-SQUAD CARS	R	2/05/2024	62.43		246548		
I-2986-730525	BULB - CG	R	2/05/2024	2.52		246548		
I-2986-730774	DE-ICER - CG	R	2/05/2024	39.48		246548		
I-2986-730804	UNIT #223 PARTS	R	2/05/2024	36.14		246548		
I-2986-730860	UNIT #226 PARTS	R	2/05/2024	39.83		246548		
I-2986-730873	UNIT #268 #226 PARTS	R	2/05/2024	72.28		246548		
I-2986-730879	SHOP SUPPLIES - CG	R	2/05/2024	98.84		246548		
I-2986-730885	UNIT #268 PARTS	R	2/05/2024	13.32		246548		
I-2986-730888	SHOP SUPPLIES - CG	R	2/05/2024	149.97		246548		
I-2986-730925	UNIT #226 PARTS	R	2/05/2024	50.34		246548		
I-2986-730958	BEAMS - CG	R	2/05/2024	145.70		246548		
I-2986-731117	UNIT #922 PARTS	R	2/05/2024	60.06		246548		
I-2986-731233	NITRILE GLOVES - CG	R	2/05/2024	13.98		246548		
I-2986-731265	UTILITY KNIFE BLADES - CG	R	2/05/2024	6.64		246548		
I-2986-731320	UNIT #76 PARTS	R	2/05/2024	24.53		246548		
I-2986-731321	UNIT #76 PARTS	R	2/05/2024	17.46		246548		
I-2986-731420	UNIT #661 PARTS	R	2/05/2024	6.56		246548		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

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I-2986-731428	WIRE KIT-WATER SHOP TRAILER	R	2/05/2024	25.15		246548		
I-2986-731457	SHOP SUPPLIES - CG	R	2/05/2024	224.83		246548		
I-2986-731544	THREADLOCKER - CG	R	2/05/2024	33.98		246548		
I-2986-731719	VEHICLE SUPPLIES - CG	R	2/05/2024	28.99		246548		1,711.51
	*** VENDOR TOTALS ***					1 CHECKS		1,711.51
009284	JERRY'S TRANSMISSION SERVICE I							
I-0041339	UNIT #118 PARTS	E	2/07/2024	51.71		008740		
I-0041703	COMPARTMENT FILTERS - FD	E	2/07/2024	209.06		008740		
I-0041941	UNIT #118 PARTS	E	2/07/2024	220.19		008740		480.96
	*** VENDOR TOTALS ***					1 CHECKS		480.96
000837	O'REILLY AUTOMOTIVE INC							
I-0295-377000	UNIT #120 SPARE BULBS	E	2/07/2024	190.98		008699		190.98
	*** VENDOR TOTALS ***					1 CHECKS		190.98
003727	ODP BUSINESS SOLUTIONS, LLC							
I-347316134001	CIP/BUDGET PAPER - CM	R	2/05/2024	43.48		246549		
I-347319989001	CIP/BUDGET PAPER - CM	R	2/05/2024	41.98		246549		
I-347948734001	TONER - HR	R	2/05/2024	137.18		246549		
I-348204198001	OFFICE SUPPLIES - CLERK	R	2/05/2024	54.90		246549		
I-348324848001	KLEENEX/WIPES/SANI-KL	R	2/05/2024	384.47		246549		
I-348489485001	PAPER/TAPE - CH	R	2/05/2024	91.30		246549		
I-348794409001	OFFICE SUPPLIES - CH	R	2/05/2024	60.24		246549		
I-349155179001	DETERGENT/CORE/PAPER-KL	R	2/05/2024	224.85		246549		
I-349308719001	OK TO PAY STAMP - PW	R	2/05/2024	33.99		246549		
I-349978615001	OFFICE SUPPLIES - CH	R	2/05/2024	114.13		246549		
I-350273754001	REPORT COVERS - FINANCE	R	2/05/2024	44.33		246549		
I-350274472001	LEGAL NOTEPADS - FINANCE	R	2/05/2024	11.89		246549		
I-350770139001	SWIFFER/TAPE/PAPER-KL	R	2/05/2024	134.48		246549		
I-350977687001	WIPES/TOWEL/BANDAIDS-KL	R	2/05/2024	77.07		246549		
I-350978253001	CUPS -KL	R	2/05/2024	285.68		246549		1,739.97
	*** VENDOR TOTALS ***					1 CHECKS		1,739.97
008777	OPN ARCHITECTS							
I-23806000-7	2023 SPACE NEEDS STUDY	R	2/05/2024	3,969.37		246550		3,969.37
	*** VENDOR TOTALS ***					1 CHECKS		3,969.37
011908	ORGANIZE ME! OF NY, LLC							
I-01/22/24 CLASS	1/22/24 MANAGE YOUR PAPER-KL	R	2/05/2024	200.00		246551		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
007878	OVERDRIVE INC							
I-06497CO23458751	MULTIMEDIA - KL	E	2/07/2024	749.79		008733		
I-06497CO23462430	MULTIMEDIA - KL	E	2/07/2024	775.35		008733		
I-06497CO24004447	MULTIMEDIA -KL	E	2/07/2024	37.67		008733		
I-06497CO24019070	MULTIMEDIA -KL	E	2/07/2024	929.71		008733		
I-06497DA24014459	MULTIMEDIA -KL	E	2/07/2024	60.00		008733		2,552.52
	*** VENDOR TOTALS ***					1 CHECKS		2,552.52

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

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002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-47314355	BEVERAGES FOR RESALE-OC	E	2/07/2024	536.03		008712		536.03
	*** VENDOR TOTALS ***					1 CHECKS		536.03
002158	PERFICUT COMPANIES INC							
I-21715	WINTER DECOR REMOVAL-KL	R	2/05/2024	600.00		246552		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
009158	PERFORMANCE FOODSERVICE - THOM							
I-7492966	FOOD FOR RESALE - OC	R	2/05/2024	519.94		246553		519.94
	*** VENDOR TOTALS ***					1 CHECKS		519.94
000383	PITNEY BOWES GLOBAL FINANCIAL							
I-3318587756	11/27/23-02/26/24 RENTAL-KL	R	2/05/2024	223.35		246554		223.35
	*** VENDOR TOTALS ***					1 CHECKS		223.35
000384	PITNEY BOWES INC							
I-1024498744	INK CARTRIDGE - PD	E	2/07/2024	91.29		008689		91.29
	*** VENDOR TOTALS ***					1 CHECKS		91.29
009011	THE PITNEY BOWES RESERVE ACCOU							
I-02/2024	POSTAGE-CH RES ACCT 2089776 - CH	E	2/07/2024	3,000.00		008737		3,000.00
	*** VENDOR TOTALS ***					1 CHECKS		3,000.00
011708	PLAYAWAY PRODUCTS LLC							
I-451527	MULTIMEDIA - KL	E	2/07/2024	445.43		008749		445.43
	*** VENDOR TOTALS ***					1 CHECKS		445.43
000387	POLK COUNTY RECORDER							
I-1/09/2024	NW WATER TOWER PLAT 1	R	2/05/2024	145.00		246555		145.00
	*** VENDOR TOTALS ***					1 CHECKS		145.00
009386	POMP'S TIRE SERVICE, INC							
I-1400132132	UNIT #77 PARTS	E	2/07/2024	173.66		008741		
I-1400132635	UNIT #82 TIRES	E	2/07/2024	536.72		008741		710.38
	*** VENDOR TOTALS ***					1 CHECKS		710.38
001789	QUALITY TRAFFIC CONTROL INC							
I-31541	E 1ST & I-35 REPAIR	R	2/05/2024	2,439.00		246556		2,439.00
	*** VENDOR TOTALS ***					1 CHECKS		2,439.00
000344	QUICK SUPPLY CO							
I-QSC177667	MIDWAY PK SAFETY SURFACE	E	2/07/2024	628.10		008688		628.10
	*** VENDOR TOTALS ***					1 CHECKS		628.10

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006390	QUILL CORPORATION							
I-36376843	FOLDERS/MSTNR-P&R	R	2/05/2024	48.41		246557		48.41
	*** VENDOR TOTALS ***					1 CHECKS		48.41
005557	RACOM CORPORATION							
I-2B201842	EAR SEAL/MIC - FD	E	2/07/2024	247.80		008725		
I-A15104078	1/18/24-1/17/25USDD SUPPORT-FD	E	2/07/2024	14,293.26		008725		14,541.06
	*** VENDOR TOTALS ***					1 CHECKS		14,541.06
005746	WALTER REED							
I-08/14-08/16/23RI	8/14-8/16/23 TRAVEL-REISSUED	E	2/07/2024	143.81		008760		143.81
	*** VENDOR TOTALS ***					1 CHECKS		143.81
008276	RELIANT FIRE APPARATUS INC							
C-CC000126	CR: PUMP ASSEMBLY - FD	R	2/05/2024	131.02CR		246558		
I-3CI002415	EXTENSION SPRING - FD	R	2/05/2024	37.82		246558		
I-5WI000429	SEATBELT AND CABLES V132	R	2/05/2024	12,076.24		246558		
I-5WI000521	TANK FILL AND PUMP VALVE	R	2/05/2024	1,197.55		246558		
I-5WI000547	UNIT #121 REPAIRS	R	2/05/2024	140.18		246558		13,320.77
	*** VENDOR TOTALS ***					1 CHECKS		13,320.77
009229	COLTON RINEHART							
I-01/01/24 RECERT	1/1/24 PARAMEDIC RECERT	E	2/07/2024	25.00		008764		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
003999	RINGCENTRAL INC							
I-CD_000740405	01/26/24-02/25/24 STATEMENT	E	2/07/2024	5,671.42		008716		5,671.42
	*** VENDOR TOTALS ***					1 CHECKS		5,671.42
010907	RISER INCORPORATED							
I-3764	SCHOOL HOOP REPAIRS-P&R	E	2/07/2024	150.00		008744		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
011464	RJN GROUP, INC.							
I-39920104	CCTV INSPECTION	E	2/07/2024	10,775.00		008747		10,775.00
	*** VENDOR TOTALS ***					1 CHECKS		10,775.00
006802	ROMTEC INC							
I-INV1367 #2	PAY 2-RALLY COMPLEX RR CONST	E	2/07/2024	14,000.00		008729		14,000.00
	*** VENDOR TOTALS ***					1 CHECKS		14,000.00
004079	STRAWBERRY PATCH							
I-11/15/23	UNIFORMS - CD	R	2/05/2024	1,080.00		246559		
I-94160	TSHIRTS VOLLEYBALL-P&R	R	2/05/2024	130.00		246559		1,210.00
	*** VENDOR TOTALS ***					1 CHECKS		1,210.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

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008261	DAN SCHELLHASE							
I-01/19/24 POSTAGE	1/19/24 POSTAGE REMBRSMNT	E	2/07/2024	9.65		008761		9.65
	*** VENDOR TOTALS ***					1 CHECKS		9.65
006346	SCHINDLER ELEVATOR CORP							
I-8106383155	ACC ELEVATOR CONTRACT	R	2/05/2024	3,836.28		246560		3,836.28
	*** VENDOR TOTALS ***					1 CHECKS		3,836.28
003482	SCOTT'S AUTO GLASS							
I-38732	UNIT #89 WINDSHIELD TINT INSTL	R	2/05/2024	415.00		246561		415.00
	*** VENDOR TOTALS ***					1 CHECKS		415.00
000425	SECRETARY OF STATE							
I-FY24 NOTARY-NF	FY24 NOTARY RENEWAL-FRIEDERICH	R	2/05/2024	30.00		246562		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
004842	THE SHERWIN-WILLIAMS CO							
I-3438-2	PAINT SUPPLIES -FS1	R	2/05/2024	120.68		246563		
I-3593-4	PAINT - MU	R	2/05/2024	162.25		246563		
I-3865-6	PAINT - FD	R	2/05/2024	30.45		246563		313.38
	*** VENDOR TOTALS ***					1 CHECKS		313.38
012017	EZRA SHIELDS							
I-1/18/24	STORMWATER BMP REIMBURSEMENT	R	2/05/2024	75.00		246564		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
008471	SHIVE-HATTERY INC							
I-4185992-37 #37	PAY 37 ANKENY SR COM CENTER	E	2/07/2024	442.70		008735		442.70
	*** VENDOR TOTALS ***					1 CHECKS		442.70
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-459687 #18	PAY 18-ANK BLVD TRNSMSN MN	E	2/07/2024	7,066.00		008745		7,066.00
	*** VENDOR TOTALS ***					1 CHECKS		7,066.00
012008	SMART SOLUTIONS GROUP							
I-1809	EDC FORGE SUBSCRIPTION	R	2/05/2024	1,000.00		246565		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
003348	SMITH'S SEWER SERVICE INC							
I-450801	TELEWISE & TRACE LINE	R	2/05/2024	320.00		246566		
I-450802	TRACE UNDERGROUND LINE	R	2/05/2024	370.30		246566		
I-450803	TRACE UNDERGROUND LINE	R	2/05/2024	343.75		246566		1,034.05
	*** VENDOR TOTALS ***					1 CHECKS		1,034.05

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000990	SNYDER & ASSOCIATES INC							
I-120.1113.01 #35	PAY 35-HTT TRNSMSN MN DRNG IMP	E	2/07/2024	5,319.77		008702		
I-121.0695.01 #30	PAY 30-DEL AVE RECON-5TH-18TH	E	2/07/2024	8,450.07		008702		
I-123.0135.01 #10	PAY 10-ORLBR RD/CRKVV TRFC SGL	E	2/07/2024	1,426.40		008702		
I-123.0251.01 #9	PAY 9-DEL AVE/54TH TRFC SGNL	E	2/07/2024	4,450.75		008702		
I-123.0584.01 #4	PAY 4-ANK BVD 1ST TO 11TH	E	2/07/2024	74,484.90		008702		
I-123.0680.01 #9	PAY 9-ANK BVD IMP/PET DR/1ST	E	2/07/2024	63,574.18		008702		157,706.07
	*** VENDOR TOTALS ***					1 CHECKS		157,706.07
005526	SOCIETY FOR HUMAN RESOURCE							
I-SO2873205	5/1/24-4/30/25 MEMBERSHIP RNWL	R	2/05/2024	244.00		246567		244.00
	*** VENDOR TOTALS ***					1 CHECKS		244.00
001280	SPRAYER SPECIALTIES INC							
I-1201188-IN	WINTER SUPPLIES - PW	E	2/07/2024	485.21		008704		
I-1201225-IN	WINTER SUPPLIES - PW	E	2/07/2024	88.14		008704		573.35
	*** VENDOR TOTALS ***					1 CHECKS		573.35
004989	STANARD & ASSOCIATES INC							
I-SA000056715	POLICE POST TESTS - HR	R	2/05/2024	436.50		246568		436.50
	*** VENDOR TOTALS ***					1 CHECKS		436.50
002339	STAPLES CONTRACT & COMMERCIAL							
I-3555068509	DESKPAD - PW	R	2/05/2024	5.87		246569		
I-3555068510	CALENDAR/BNDRS - OCM	R	2/05/2024	46.60		246569		
I-3555377005	STAPLES - PD	R	2/05/2024	76.89		246569		
I-3555637428	FIRST AID SUPPLIES - PD	R	2/05/2024	44.49		246569		
I-3555808238	STAPLES - PD	R	2/05/2024	6.99		246569		180.84
	*** VENDOR TOTALS ***					1 CHECKS		180.84
000474	STATE HYGIENIC LABORATORY AR							
I-270471	12/31/23 TESTING - MU	E	2/07/2024	2,112.00		008693		2,112.00
	*** VENDOR TOTALS ***					1 CHECKS		2,112.00
000124	SYSCO IOWA INC							
I-339389740	FOOD FOR RESALE - OC	R	2/05/2024	687.26		246570		
I-339391179	FOOD FOR RESALE - OC	R	2/05/2024	246.46		246570		
I-339391889	FOOD FOR RESALE - OC	R	2/05/2024	53.44		246570		987.16
	*** VENDOR TOTALS ***					1 CHECKS		987.16
010068	T-MOBILE USA INC							
I-1/21/2024	12/21/23-1/20/24 STATEMENT	R	2/05/2024	1,061.11		246571		1,061.11
	*** VENDOR TOTALS ***					1 CHECKS		1,061.11

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009599	TEST GAUGE INC							
I-INV1-122380	BACKFLOW GAUGES CALIBRATION-MU	R	2/05/2024	315.18		246572		315.18
	*** VENDOR TOTALS ***					1 CHECKS		315.18
006505	TG TECHNICAL SERVICES LLC							
I-03980	CO DETECTORS - FD	E	2/07/2024	615.03		008727		
I-04180	CO DETECTORS - FD	E	2/07/2024	211.24		008727		826.27
	*** VENDOR TOTALS ***					1 CHECKS		826.27
006441	TITAN MACHINERY INC							
I-PS0211764-1	SNOW PLOW PARTS - PW	R	2/05/2024	300.99		246573		300.99
	*** VENDOR TOTALS ***					1 CHECKS		300.99
000444	TOMPKINS INDUSTRIES INC							
I-405607698	WINTER MAINT PARTS - PW	E	2/07/2024	541.27		008691		
I-405611159	WINTER MAINT PARTS - PW	E	2/07/2024	131.10		008691		672.37
	*** VENDOR TOTALS ***					1 CHECKS		672.37
006765	TRAFFIC CONTROL CORPORATION							
I-148601	AUTUSCOPE - ANKENY&18TH	E	2/07/2024	39,200.00		008728		39,200.00
	*** VENDOR TOTALS ***					1 CHECKS		39,200.00
000740	TRIPLETT COMPANIES							
I-446915-0	BUSINESS CARDS	R	2/05/2024	226.00		246574		226.00
	*** VENDOR TOTALS ***					1 CHECKS		226.00
011455	TRIVISTA COMPANIES INC							
I-XA100021827:01	UNIT #273 PARTS	R	2/05/2024	707.54		246575		
I-XA100021864:01	UNIT #227 PARTS	R	2/05/2024	754.96		246575		
I-XA100022162:01	FUEL ADDITIVE - PLOW TRUCKS	R	2/05/2024	772.80		246575		
I-XA100022431:01	PLOW TRUCK PARTS	R	2/05/2024	360.49		246575		
I-XA100022431:02	PLOW TRUCK PARTS	R	2/05/2024	84.27		246575		
I-XA100022497:01	UNIT #223 PARTS	R	2/05/2024	812.12		246575		
I-XA100022643:01	UNIT #226 PARTS	R	2/05/2024	64.21		246575		
I-XA100022643:02	PLOW TRUCK PARTS	R	2/05/2024	128.42		246575		
I-XA100022696:01	UNIT #925 PARTS	R	2/05/2024	157.24		246575		
I-XA100022919:01	UNIT #225 PARTS	R	2/05/2024	114.87		246575		
I-XA100023015:01	UNIT #225 PARTS	R	2/05/2024	269.12		246575		
I-XA100023175:01	UNIT #236 PARTS	R	2/05/2024	73.63		246575		4,299.67
	*** VENDOR TOTALS ***					1 CHECKS		4,299.67
003278	DAVIS EQUIPMENT CORPORATION							
I-JE17077	FIELD EDGER-PRSC	E	2/07/2024	2,650.00		008715		
I-JI86377	UNIT #867 BELT	E	2/07/2024	81.00		008715		2,731.00
	*** VENDOR TOTALS ***					1 CHECKS		2,731.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
000966	U S BANK							
I-12/23 P-CARD STMT	U S BANK	D	1/19/2024	26,749.19		002415		26,749.19
			*** VENDOR TOTALS ***			1 CHECKS		26,749.19
008633	HUNTER UDELHOVEN							
I-01/13/2024RENEWAL	01/2024 PM RENEWAL	E	2/07/2024	25.00		008762		25.00
			*** VENDOR TOTALS ***			1 CHECKS		25.00
006209	ULINE INC							
I-172789865	HAND CLEANER - PD	R	2/05/2024	70.46		246576		70.46
			*** VENDOR TOTALS ***			1 CHECKS		70.46
001504	UNITED TRUCK & BODY CO IN							
I-RO# 29887	VEHICLE REPAIRS - FD	R	2/05/2024	736.84		246577		736.84
			*** VENDOR TOTALS ***			1 CHECKS		736.84
010036	USCC SERVICES LLC							
I-01/02/2024	01/2024 STATEMENT	R	2/05/2024	678.27		246578		678.27
			*** VENDOR TOTALS ***			1 CHECKS		678.27
000475	UTILITY EQUIPMENT COMPANY							
I-20056738-000	MH PARTS - MU	E	2/07/2024	3,232.26		008694		3,232.26
			*** VENDOR TOTALS ***			1 CHECKS		3,232.26
005012	VAN-WALL EQUIPMENT INC							
I-6006542	UNIT #690 PARTS	E	2/07/2024	82.60		008722		
I-6068678	UNIT #661 PARTS	E	2/07/2024	40.36		008722		
I-6094429	REVOLVING - PRSC	E	2/07/2024	82.44		008722		
I-6117341	UNIT #809 FILTER OCM	E	2/07/2024	29.40		008722		
I-6121073	UNIT #651 PARTS	E	2/07/2024	606.09		008722		840.89
			*** VENDOR TOTALS ***			1 CHECKS		840.89
002569	WASTE CONNECTIONS INC							
I-3612191T071	1/1-1/31/24 SVCS - FS#2	R	2/05/2024	63.25		246579		
I-3612193T071	1/1-1/31/24 SVCS - FS#3	R	2/05/2024	63.25		246579		
I-3612194T071	01/2024 WASTE SERVICES-KL	R	2/05/2024	102.58		246579		
I-3612195T071	01/2024 WASTE SVCS -OC	R	2/05/2024	80.56		246579		
I-3612196T071	01/2024 WASTE SERVICES-OCM	R	2/05/2024	47.41		246579		
I-3612197T071	1/1-1/31/24 SVCS - MAINT FAC	R	2/05/2024	292.32		246579		649.37
			*** VENDOR TOTALS ***			1 CHECKS		649.37
009184	WINCAN LLC							
I-8390	MAINTENANCE AGREEMENT	E	2/07/2024	1,500.00		008738		1,500.00
			*** VENDOR TOTALS ***			1 CHECKS		1,500.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 1/19/2024 THRU 2/07/2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011964	ZOLL DATA SYSTEMS, INC.							
I-INV00159156	ZOLL EMS INSURANCE SOFT	E	2/07/2024	1,164.00		008750		1,164.00
*** VENDOR TOTALS ***						1 CHECKS		1,164.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	132	1,490,271.82	0.00	1,490,271.82
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	26,749.19	0.00	26,749.19
EFT:	89	897,621.73	0.00	897,621.73
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	222	2,414,642.74	0.00	2,414,642.74
BANK: APFNB TOTALS:	222	2,414,642.74	0.00	2,414,642.74
REPORT TOTALS:	222	2,414,642.74	0.00	2,414,642.74

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APFNB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 1/19/2024 THRU 2/07/2024

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the purchase of a one-ton, four-wheel drive pickup truck for the Public Works Department (replace existing truck #274).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

The purchase of the one-ton, four-wheel drive pickup truck was included in the approved FY 2023 budget. The purchase of the truck was shifted to FY 2024 budget due to vehicle availability issues.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF PICKUP TRUCK FOR PUBLIC WORKS DEPARTMENT

WHEREAS, the City of Ankeny desires to purchase a one-ton, four-wheel drive pickup truck to replace existing truck #274 for the Public Works Department, and;

WHEREAS, the City of Ankeny will purchase the pickup truck from Karl Auto Group at a price of \$48,061.80, and;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the proposal from Karl Auto Group, in the amount of \$48,061.80 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from FY 2024 funds to facilitate the purchase of said one-ton, four-wheel drive pickup truck.

DATED at Ankeny, Iowa, this 5th day of February, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the execution of an agreement with Iowa Department of Transportation for DOT-Initiated Detour of Primary Highways onto Local Roads for the Iowa DOT's U.S. 69 Bridge Replacement - PPCB Project.

EXECUTIVE SUMMARY:

The Iowa Department of Transportation (Iowa DOT) has scheduled two Bridge Replacement - PPCB projects for U.S. 69 over Fourmile Creek 0.1-mile and 0.8-mile south of County Road F22 (Co. NE 126th Avenue/ NE 72nd Street) in Ankeny.

The Iowa DOT needs to close U.S. 69 to through traffic between NE 54th Street and NE 72nd Street/ County NE 126th Avenue in order to replace two bridges on U.S. 69 over Fourmile Creek. One bridge will be replaced in fall 2024, and the other bridge will be replaced in spring 2025. The closure of U.S. 69 is estimated to be from July 1, 2024 to July 1, 2025, excluding the winter. During the project, traffic will be detoured on NE 36th Street, I-35, and NE 72nd Street/ County NE 126th Avenue, as indicated on the map exhibit within the agreement. Since this detour will include local agency roads; specifically NE 36th Street,

between U.S. 69 and I-35; and NE 72nd Street/ County NE 126th Avenue, between I-35 and NE Delaware Ave./ County NE 22nd St., it requires an Agreement for DOT-Initiated Detour of Primary Highways onto Local Roads.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Iowa DOT Agreement

RESOLUTION 2024-XXX

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

WHEREAS, the Iowa Department of Transportation (Iowa DOT) has determined the necessity to temporarily close U.S. 69, between NE 54th Street and NE 72nd Street/ County NE 126th Avenue for the purposes of constructing two Bridge Replacement – PPCB projects; and

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

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

NE 36th Street from U.S. 69 to I-35, and
NE 72nd Street/ County NE 126th Avenue from I-35 to NE Delaware Avenue/ County NE 22nd Street.

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

DATED at the City of Ankeny, Iowa, this 5th day of February, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

January 25, 2024

Ref: 2409
Project No.: BRFN-069-4(105)--39-77
PIN No.: 15-77-069-010

Mark Mueller, P.E.
Director of Public Works
1210 NW Prairie Ridge Dr
Ankeny, IA 50021

Subject: US 69 Bridge Replacement - PPCB Project Detour Agreement with City of Ankeny

Dear Mark:

The Iowa Department of Transportation has scheduled two Bridge Replacement - PPCB projects for US 69 over Fourmile Creek 0.1 and 0.8 mi S of Co Rd F22.

US 69 will need to be closed in order to complete these projects. Construction will occur in fall 2024 and spring 2025. The closure is estimated to be from July 1, 2024 to July 1, 2025, excluding the winter. During the project, traffic will be detoured as indicated on the enclosed map. This detour will include local agency roads and requires an Agreement for Use of Local Agency Roads as Detours.

If this is agreeable, please return a signed copy of the enclosed agreement. Upon receipt, the DOT portion will be completed, and a fully signed copy will be returned for your records.

If you have any questions, please contact me at 515-239-1194 or Benjamin.Adey@iowadot.us.

Sincerely,



Benjamin Adey
District 1 – South Area Engineer

BA
Enclosure
cc: Jeremy Vortherms, IDOT, District 1
File



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

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

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

WHEREAS, the DOT, hereinafter known as DOT, has determined the necessity to temporarily close primary highway US 69
from NE 36th Street to NE 126th Avenue
for the purpose of construction, reconstruction, maintenance, natural disasters, or other emergencies that are 48 hours or longer (incident management temporary detours are covered under a separate detour agreement (Form 810076)); and

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

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

On NE 36th Street, from US 69 to I-35; On NE 72nd Street/NE 126th Ave, from I-35 to NE 22nd Street;

; and

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

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

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

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

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

WHEREAS, The detour period is estimated to begin July 1, 2024 and end July 1, 2025 ; and
(date) (date)

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

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

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

District Engineer (or designee) Date
Iowa Department of Transportation

City representative Date

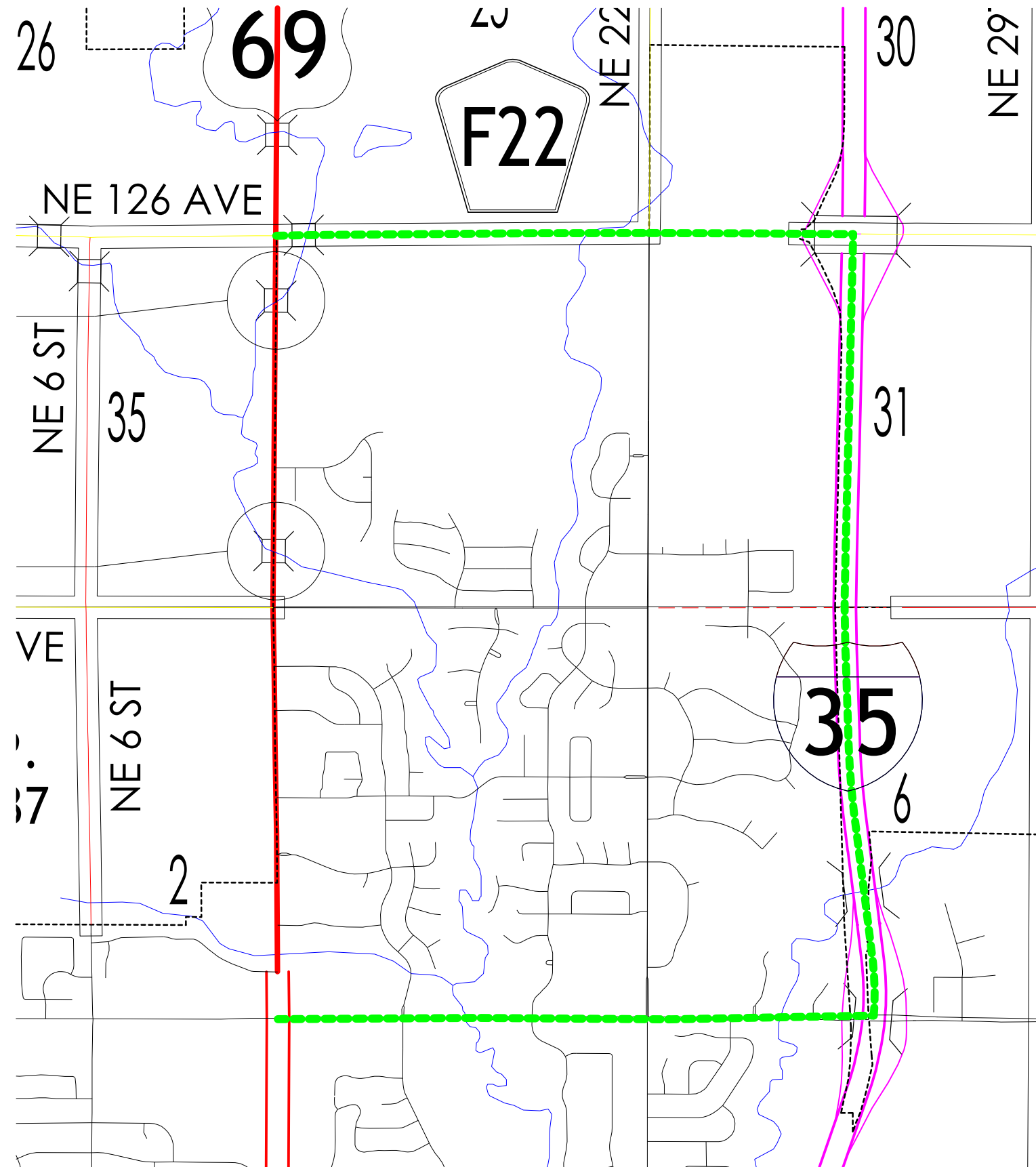
Printed name and title of city representative

County representative Date

Printed name and title of county representative

Project Location
BRFN-069-4(105)--39-77
Maint. No. 7799.2S069

Project Location
BRF-069-4(115)--38-77
Maint. No. 7798.4S069



..... Detour Route



Project Detour Map
BRFN-069-4(105)--39-77
BRF-069-4(115)--38-77



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the SW Magazine Road & SW State Street Intersection Improvements - West Leg Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/27/24 @ 10:30 A.M. / date of hrg: 3/4/24 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the SW Magazine Road & SW State Street Intersection Improvements - West Leg 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg Project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street in the City of Ankeny.

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

The 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 28, 2024 and no later than June 10, 2024. The contractor will have 40 Working Days to substantially complete the overall project and another 10 Working Days to fully complete the overall project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: February 5, 2024
2. Post Notice to Bidders and Notice of Public Hearing: February 7, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: February 16, 2024
4. Bid Opening (10:30 A.M., Public Services Building): February 27, 2024
5. Public Hearing and Contract Award: March 4, 2024
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 27, 2024 and setting the public hearing date as March 4, 2024 for the SW Magazine Road & SW State Street Intersection Improvements - West Leg 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 7, 2024 and to be published in the Des Moines Register on February 16, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Message boards indicating the project start date will be posted in the project's vicinity approximately one week prior to construction commencing. Adjacent property owners will be updated via letters prior to and during construction.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG, 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 SW MAGAZINE ROAD & SW STATE STREET INTERSECTION IMPROVEMENTS - WEST LEG, 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg; 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg, 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 SW Magazine Road & SW State Street Intersection Improvements - West Leg project includes widening SW Magazine Road to add a second eastbound through lane, beginning approximately 575 feet west of SW State Street in the City of Ankeny.

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

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 February 27, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on March 4, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on March 4, 2024.

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

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

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the SW Magazine Road & SW State Street Improvements – West Leg project at its meeting at **5:30 P.M. on the 4th day of March, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of February, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 27th day of February, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 4th day of March, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, and **no earlier than May 28, 2024 and no later than June 10, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in April 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Nilles Associates, 1933 SW Magazine Road, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-965-0123 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

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

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

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed; with all pavement markings and signs installed, all streets, driveways, and sidewalks fully open to traffic, and the traffic signal fully operational. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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 **5th day of February, 2024.**

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **7th day of February, 2024.**

Published in the Des Moines Register the **16th day of February, 2024.**



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



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** ordering construction on the Magazine Ground Storage Reservoir Rehabilitation project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/27/24 @ 10:30 A.M. / date of hrg: 3/4/24 @ 5:30 P.M.)

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a Resolution regarding the Magazine Ground Storage Reservoir Rehabilitation 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 Magazine Ground Storage Reservoir Rehabilitation project located at 701 SE Magazine, includes abrasive blast cleaning the exterior surfaces with a containment system and an application of a 4-coat paint system. It will also include an abrasive blast cleaning of the foundation as well as a 2-coat paint system.

This project also includes the installation of an impressed current cathodic protection system, a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the fill/draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, roof handrail with painter's rail and sample tap, and any associated coating repairs to the wet interior.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 1, 2024. Work on the rehabilitation is prohibited between June 3, 2024 and September 6, 2024, leaving a construction window of April 1, 2024 through June 3, 2024 OR September 6, 2024 through October 25, 2024. The contractor will have until October 25, 2024 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 5, 2024
2. Post Notice to Bidders and Notice of Public Hearing: February 7, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: February 16, 2024
4. Bid Opening (10:30 A.M., Public Services Building): February 27, 2024
5. Public Hearing and Contract Award: March 4, 2024
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 27, 2024, and setting the public hearing date as March 4, 2024, for the Magazine Ground Storage Reservoir Rehabilitation 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 7, 2024, and to be published in the Des Moines Register on February 16, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION, 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
MAGAZINE GROUND STORAGE RESERVOIR
REHABILITATION, 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 Magazine Ground Storage Reservoir Rehabilitation; 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 Magazine Ground Storage Reservoir Rehabilitation, 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 Magazine Ground Storage Rehabilitation project includes abrasive blast cleaning the reservoir exterior to an SSPC-SP6 commercial standard with containment and the application of a four (4) coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a two (2) coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system and associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, and roof handrail sections at the sidewall ladder and roof ladder.

The Magazine Ground Storage Reservoir is 1,000,000 gallons with an approximate sidewall height of forty (40') feet and diameter of approximately sixty-eight (68') feet located at 701 SE Magazine Rd in Ankeny, Iowa.

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 February 27, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on March 4, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on March 4, 2024.

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Magazine Ground Storage Reservoir Rehabilitation CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost, and enhancement of payment for the **Magazine Ground Storage Rehabilitation** project at its meeting at **5:30 P.M. on the 4th day of March 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtmVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of February, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 27th day of February, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 4th day of March, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 1, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and plan holder 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.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

MAGAZINE GROUND STORAGE RESERVOIR REHABILITATION

The Magazine Ground Storage Rehabilitation project includes abrasive blast cleaning the reservoir exterior to an SSPC-SP6 commercial standard with containment and the application of a four (4) coat zinc epoxy urethane fluoropolymer system, along with abrasive blast cleaning and application of a two (2) coat epoxy system to the reservoir foundation, and the installation of an impressed current cathodic protection system and associated coating repairs to the wet interior. Other repairs consist of the installation of a sidewall manway, gasket on the wet interior roof hatch, deflector bar on the draw pipe, overflow discharge modification, sidewall platform with vandal guard, pressure vacuum vent, and roof handrail sections at the sidewall ladder and roof ladder.

The Magazine Ground Storage Reservoir is 1,000,000 gallons with an approximate sidewall height of forty (40') feet and diameter of approximately sixty-eight (68') feet located at 701 SE Magazine Rd in Ankeny, Iowa.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

Work on the improvement is prohibited between June 3, 2024 and September 6, 2024, which leaves a construction window of April 1, 2024 through June 3, 2024 OR September 6, 2024 through October 25, 2024.

The Contractor shall fully complete the overall project no later than **October 25, 2024**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Two Hundred Fifty Dollars (\$1,250.00) 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 **5th day of February, 2024**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **7th day of February, 2024**.

Published in the Des Moines Register the **16th day of February, 2024**.



MUNICIPAL
UTILITIES
DEPARTMENT

1 in = 500 ft

Date: 1/29/2024



Magazine - Ground Storage Tank Project Location Map



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** ordering construction on the 2024 PCC Pavement Preservation Program - SE Shurfine Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 2/27/24 @ 10:30 A.M. / date of hrg: 3/4/24 @ 5:30 P.M.)

EXECUTIVE SUMMARY:

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

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

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

The 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 28, 2024 and no later than July 8, 2024. The contractor will have 40 Working Days to substantially complete the overall project and another 5 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 5, 2024
2. Post Notice to Bidders and Notice of Public Hearing: February 7, 2024
3. Publish Notice to Bidders and Notice of Public of Hearing: February 16, 2024
4. Bid Opening (10:30 A.M., Public Services Building): February 27, 2024
5. Public Hearing and Contract Award: March 4, 2024
(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 27, 2024 and setting the public hearing date as March 4, 2024 for the 2024 PCC Pavement Preservation Program - SE Shurfine 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 7, 2024 and to be published in the Des Moines Register on February 16, 2024.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2024 PCC PAVEMENT PRESERVATION PROGRAM - SE SHURFINE 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 2024
PCC PAVEMENT PRESERVATION PROGRAM - SE
SHURFINE 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 2024 PCC Pavement Preservation Program - SE Shurfine 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 2024 PCC Pavement Preservation Program - SE Shurfine 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 2024 PCC Pavement Preservation Program – SE Shurfine Drive project includes the following work on SE Shurfine Drive:

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

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

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 February 27, 2024, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on March 4, 2024, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on March 4, 2024.

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost, for the **2024 PCC Pavement Preservation Program – SE Shurfine Drive** project at its meeting at **5:30 P.M. on the 4th day of March, 2024**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmttVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of February, 2024**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 27th day of February, 2024**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 4th day of March, 2024**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than May 28, 2024 and no later than July 8, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2024.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars (\$50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

2024 PCC PAVEMENT PRESERVATION PROGRAM – SE SHURFINE DRIVE

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

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

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **forty (40) working days**. Substantial completion for the overall project shall be defined as all grading and pavement construction completed, diamond grinding completed, and joints and cracks cleaned and filled, with the new pavement markings installed, and the streets and driveways fully open to traffic. **In general, a mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays. Site 2 does require work between 6:30 PM on Friday and 9:00 PM on Saturday and a working day will be charged on that specific Saturday that is worked.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **five (5) working days** immediately following substantial completion of the overall project and distribution of the punch list by the Engineer. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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 **5th day of February, 2024.**

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **7th day of February, 2024.**

Published in the Des Moines Register the **16th day of February, 2024.**





ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NW 36th Street and NW Weigel Drive HMA Resurfacing Project.

EXECUTIVE SUMMARY:

The NW 36th Street and NW Weigel Drive HMA Resurfacing Project is included in the City of Ankeny's Capital Improvements Program. The project involves a Hot Mix Asphalt (HMA) resurfacing of NW Weigel Drive from NW 18th Street to NW 36th Street and NW 36th Street/NW 110th Avenue from NW Weigel Drive/NW 26th Street to NW Irvinedale Drive.

Since 1/4 mile of this 3/4 mile portion of NW 36th Street is a joint jurisdictional (border) street between Polk County and Ankeny, the City of Ankeny completed planning and design and will complete administration, engineering and inspection of the proposed resurfacing on the street. The City of Ankeny submitted a cost sharing proposal to Polk County which was approved by the Polk County Board of Supervisors on January 16, 2024. It is recommended that the City Council approve this agreement so that

the project can be constructed during the 2024 construction season.

Polk County's estimated cost share for the project's construction is \$175,200. The actual construction costs and subsequent reimbursement payment from Polk County will be based on the actual quantities used and the contract unit prices.

FISCAL IMPACT: No

The project is included in the City's Capital Improvements Program with construction scheduled for 2024. The City of Ankeny completed planning and design and will complete administration, engineering and inspection of the proposed resurfacing of the street without reimbursement by Polk County. Polk County's estimated cost share for the project's construction is \$175,200. The actual construction costs and subsequent reimbursement payment from Polk County will be based on the actual quantities used and the contract unit prices.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to adopt Resolution to authorize the execution of a Cooperative Public Service Agreement between Polk County, Iowa and the City of Ankeny, Iowa for the sharing of project costs for the NW 36th Street and NW Weigel Drive HMA Resurfacing Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Cooperative Service Agreement
 Location map

RESOLUTION 2024-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE NW 36TH STREET AND NW WEIGEL DRIVE HMA RESURFACING PROJECT

WHEREAS, the City of Ankeny deems it to be in the best interest of the residents of the City to enter into an agreement for Cooperative Public Service with Polk County, Iowa, for the purpose of sharing project costs related to the NW 36th Street and NW Weigel Drive HMA Resurfacing Project; and

WHEREAS, the NW 36th Street and NW Weigel Drive HMA Resurfacing Project is included in the City of Ankeny's Capital Improvements Program with construction scheduled for 2024, and this project is located on a joint jurisdictional (border) street of Ankeny, such that the cost for the resurfacing will require cost sharing between Polk County and the City of Ankeny; and

WHEREAS, the NW 36th Street and NW Weigel Drive HMA Resurfacing Project has been designed and will be constructed by the City of Ankeny during 2024.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowered to execute the said agreement with Polk County for Cooperative Public Service.

DATED at the City of Ankeny, Iowa, this 5th day of February, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Res. No. 10-24
January 16, 2024

RESOLUTION

Moved by Hackensmith, Seconded by McCoy that the following Resolution be adopted:

WHEREAS, Polk County, Iowa as a public agency, may enter into an agreement with a public or private agency to cooperate in the provision of services to the public and to cooperate in other ways to their mutual advantage; and

WHEREAS, a portion of NW 110th Avenue is joint jurisdictional roadway between Polk County and the City of Ankeny and is in need of paving. The City of Ankeny developed a Cooperative Service Agreement for the NW 36th Street and NW Weigel Drive Asphalt Overlay Project which details the funding and project development responsibilities of each party.

NOW, THEREFORE BE IT RESOLVED Polk County, Iowa approves the terms of the attached agreement, with the City of Ankeny, and authorizes the Chair of the Polk County Board of Supervisors to execute the agreement on behalf of Polk County, Iowa; and

BE IT FURTHER RESOLVED that the Public Works Department return a copy of the signed agreement to the City of Ankeny and administer the agreement on behalf of Polk County.

Approved this 16th day of JANUARY, 2024.

POLK COUNTY, IOWA

Angela Connolly
Angela Connolly, Chair
Polk County Board of Supervisors

RECOMMENDED FOR APPROVAL:

Bret VandLune
Bret VandLune, Director
Polk County Public Works Department

APPROVED AS TO FORM:

Kimberly Graham
Polk County Attorney

Assistant County Attorney

ROLL CALL
FOR ALLOWANCE

Matt McCoy	☒ Yea	☐ Nay
Robert Brownell	☒ Yea	☐ Nay
Angela Connolly	☒ Yea	☐ Nay
Steve Van Oort	☒ Yea	☐ Nay
Tom Hackensmith	☒ Yea	☐ Nay

JAN 16 2024

ALLOWED BY VOTE
OF BOARD

Angela Connolly
CHAIRPERSON

Above tabulation made by BS

FISCAL NOTE: Polk County Public Works estimated costs of \$175,200.00 to be included in the proposed FY 2024/2025 Capital Improvement Budget and Program.

11

POLK COUNTY BOARD OF SUPERVISORS

Tuesday Agenda Memorandum

Item Type & Title: Resolution No. 10-24 to approve a Cooperative Public Service Agreement with the City of Ankeny for the paving of NW 110th Avenue (City - NW 36 Street).

Agenda Date: January 16, 2024

Contact Individual: Aaron Putnam P.E., County Engineer, Polk County Public Works Department, 286-3705

Previous Action taken by the Board: None Required

Board/Commission Actions: None Required

Action Requested (Recommended): Approve the terms of the Cooperative Public Service Agreement, adopt the agreement, and authorize the Chair to execute the agreement on behalf of Polk County.

Comply with Policy: Yes

Background: A portion of NW 110th Avenue is joint jurisdictional roadway between Polk County and the City of Ankeny and is in need of paving. The City of Ankeny developed a Cooperative Service Agreement for the NW 36th Street and NW Weigel Drive Asphalt Overlay Project which details the funding and project development responsibilities of each party.

Action Impact: Allows development of the project to continue.

Fiscal Note:

Estimated Costs based on jurisdiction

Polk County Public Works costs	\$175,200.00
City of Ankeny costs	\$2,619,800.00
Total Estimated Projects Cost	\$2,795,000.00

Polk County Public Works costs to be included in the proposed FY 2024/2025 Capital Improvement Budget and Program.

Fiscal Year	Budgeted? (Y/N)	Anticipated Expense	Anticipated Revenue	Ongoing Commitment? (Y/N)	If Amendment is Required,	
					Expense Account Code	Revenue Account Code
23/24						
24/25	Y	\$175,200.00		N		

Additional Fiscal Note Information (optional):

**AGREEMENT FOR COOPERATIVE PUBLIC SERVICE
BETWEEN
CITY OF ANKENY, IOWA
AND
POLK COUNTY, IOWA**

THIS AGREEMENT is entered into by and between the City of Ankeny, Iowa, a municipal corporation within the County of Polk, State of Iowa, hereinafter referred to as the "City", and Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as the "County" for the NW 36th Street and NW Weigel Drive Asphalt Overlay Project, hereinafter referred to as "Project".

1. This Agreement shall consist of nine (9) pages including Attachments A, B, C, D, and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of the Agreement is listed in Attachment A.
4. The duties of the City are listed in Attachment B.
5. The duties of the County are listed in Attachment C.
6. Attachment D is the estimated cost of the project.
7. Attachment E is the map of the project location.
8. The City shall be the lead agency for carrying out the terms of this agreement.
9. The City's Public Works Department shall administer the performance of this Agreement for the City.
10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty (60) days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to the Agreement of any obligations or liability arising during the terms of the Agreement.

11. In the event of a breach by any entity of the Agreement, that breach shall not be considered to affect any remaining terms or conditions of the Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Council or Board, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20____

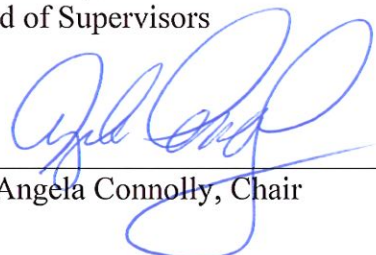
City of Ankeny, Iowa

By: _____
Mark E. Holm, Mayor

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the 16TH day of JANUARY 2024

Polk County, Iowa
Board of Supervisors

By: 

Angela Connolly, Chair

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between the City and the County for the proposed NW 36th Street/County NW 110th Avenue and NW Weigel Drive Asphalt Overlay Project, hereinafter referred to as the "Project".

The Project will consist of Hot Mix Asphalt (HMA) overlay of NW 36th Street / County NW 110th Avenue from NW Weigel Drive / County NW 26th Street to NW Irvinedale Drive, and NW Weigel Drive from NW 18th Street to NW 36th Street / County NW 110th Avenue.

NW 36th Street / County NW 110th Avenue from NW Weigel Drive / County NW 26th Street easterly approximately 1,350 feet is a joint jurisdiction roadway and NW Weigel Drive and the remainder of NW 36th Street is within the City's jurisdiction.

NW 36th Street / County NW 110th Avenue will be constructed as 24' wide with 1.5' wide HMA shoulders, 8" thick HMA.

ATTACHMENT B

Duties of the City

The City, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for the Project with an estimated value of \$395,000 and without reimbursement from the County.

The labor, equipment, materials, and associated work required to construct the Project shall be completed by a third-party Contractor under contract with the City.

The City shall inform the County of the bid tabulations prior to entering into a contract with a successful bidder.

Upon completion of the Project, the City shall prepare and forward a billing to the County for their share of the Project cost as defined in Attachment C. Final billing shall be based on actual quantities used at the contract unit prices.

ATTACHMENT C

Duties of the County

The County shall be responsible for a portion of the Project's construction costs. The costs noted in Attachment D are based on the final design's Opinion of Probable Construction Costs. The County's actual reimbursement to the City shall be based on actual quantities used at the contract unit prices for the cost of the labor, equipment, materials and HMA work in the County's jurisdiction.

The County shall promptly, upon receipt of the billing from the City, make payment directly to the City for their share of the costs as defined above. Work is expected to be completed in 2024. Payment will be due upon completion of the work and receipt of the billing, but not before October 1, 2024.

ATTACHMENT D

Cost Estimate

Summary of Estimated Costs for Project

Estimated Engineering Cost for Project = \$395,000

City Estimated Engineering Cost for Project = 100% X \$395,000 = \$395,000

Estimated Construction Cost for Project = \$2,400,000

City Estimated Construction Cost for Project = 92.7% X \$2,400,000 = \$2,224,800

County Estimated Construction Cost for Project = 7.3% X \$2,400,000 = \$175,200

Total City Estimated Cost for Project = \$395,000 + \$2,224,800 = \$2,619,800

Total County Estimated Cost for Project = \$175,200

Project Location Map





ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Police

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve K-9 purchase agreement for the sale of retired K-9 Officer Bosco, and authorize the Mayor to sign purchase agreement.

EXECUTIVE SUMMARY:

On February 1, 2024, K9 Bosco will retire from the Ankeny Police Department. Bosco has served 9 years and has been an important and valuable member of the department. Because of the strong bond between the police K9 and its handler, the trust and familiarity developed over their time working together, the police department is recommending selling Bosco to Officer Lappin for \$1.00. Bosco is already accustomed to working with Officer Lappin. This will ensure Bosco's transition to retirement is positive. This executive summary aims to present a compelling case for selling the police K9 to its handler, emphasizing the unique bond and effectiveness of the existing partnership for the benefit of law enforcement operations.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of the K-9 purchase agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Purchase Agreement

K-9 PURCHASE AGREEMENT

THIS K-9 PURCHASE AGREEMENT is dated as February 1, 2024, by and between the City of Ankeny, a municipal corporation (the "City") and Bret Lappin ("Lappin").

BACKGROUND

- A. The Ankeny Police Department owns a retriever breed dog known as K-9 Officer Bosco.
- B. The Ankeny Police Department wants to retire Bosco.
- C. Lappin is an Ankeny Police Officer. Lappin wants to buy Bosco.

AGREEMENT

The City and Lappin agree as follows:

1. **Purchase.** The City agrees to sell Bosco for \$1.00. Lappin agrees to buy Bosco for \$1.00. The date on which Lappin takes possession of Lappin is referred as the "Purchase Date" in this Agreement.
2. **As-Is.** After Purchase Date, Bosco is no longer a K-9 Officer and Lappin assumes all responsibility for the condition and care of Bosco. The City makes no promises concerning the physical or mental health of Bosco. Lappin's purchase of Bosco is strictly "As Is".
3. **Expenses.** Bosco's health insurance is paid up until November 1, 2024. Any medical claims can be submitted through that date. After November 1, 2024, Lappin shall be responsible for any and all medical care. As of the date of this Agreement, Brown Dog Bakery will not provide food for Bosco. Lappin shall be responsible for all food.
4. **K-9 Training and Handling.** Lappin understands that Bosco has received training in police canine procedures and tactics. For example, this training includes attack training and other forms of aggressive conduct. Lappin warrants that he is fully aware of Bosco's training and history. Lappin warrants that he is fully capable of safely handling Bosco.
5. **Waiver.** Lappin waives, releases and forever discharges the City of Ankeny and its officers, employees, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Lappin now has or that may subsequently accrue to Lappin, arising from or relating to Bosco. This includes waiver, release, and discharge from any personal injury claim by Lappin or Lappin's family arising from or relating to any action by Bosco.

6. **General Provisions.**

A. **Governing Law.** The laws of the State of Iowa, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

B. **Venue.** The parties shall bring any litigation arising out of or relating to this Agreement only before the Polk County, Iowa District Court.

C. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

D. **Amendment.** No amendment to this Agreement will be effective unless It is In writing and signed by the City and Lappin.

E. **Severability.** If any provision of this Agreement Is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it Is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.

F. **Attorney's Fees and Costs.** The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

G. **Opportunity for Counsel Review.** The parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

Executed by the City and Lappin as of the date first above written.

CITY OF ANKENY

LAPPIN

MARK E. HOLM, MAYOR



BRET LAPPIN

ATTEST:

MICHELLE YUSKA, CITY CLERK

:



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's Facilities Zone, between the City of Ankeny and Sustainable Sites Snow and Maintenance.

EXECUTIVE SUMMARY:

See attached memorandum.

FISCAL IMPACT: **No**

Annual mowing contract with Sustainable Sites Snow and Maintenance services of \$198,396.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve mowing contract with Sustainable Sites Snow and Maintenance for Facilities Zone.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

See attached memorandum.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Memorandum
 Bid Tab
 Letter of Agreement

RESOLUTION 2024 –

**A RESOLUTION APPROVING A MOWING CONTRACT FOR ANKENY’S FACILITIES ZONE,
BETWEEN THE CITY OF ANKENY AND “SUSTAINABLE SITES SNOW AND MAINTENANCE”, OF
DES MOINES, IOWA**

WHEREAS, the City of Ankeny sent out Request For Bids to contractors for the Facilities Zone in Ankeny with said zone defined as Prairie Ridge Sports Complex, public facilities and high visibility parks, and;

WHEREAS, five contractors bid on the Facilities Zone mowing, and;

WHEREAS, “Sustainable Sites Snow and Maintenance”, a mowing contractor from Des Moines, Iowa submitted a bid price of \$198,396.00 for the Facilities Zone.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby award the Ankeny Facilities Zone Mowing Contract to “Sustainable Sites Snow and Maintenance” of Des Moines, Iowa, and that the Mayor hereby is authorized to sign said contract.

DATED this 5th day of February 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Nick Lenox

Parks & Recreation Director
nlenox@ankenyiowa.gov

MEMORANDUM

TO: David Jones, City Manager

FROM: Nick Lenox, Parks & Recreation Director

DATE: January 31, 2024

RE: 2024 – 2026 Mowing Contract

The City of Ankeny Parks & Recreation Department sent our RFB's for the 2024 – 2026 Mowing Services Contract. Contractors had the option to bid the contract in zones, with separate zones eligible for bid. Zones were created and divided to help provide a higher quality service. The North Zone Contract includes all parks, medians and right-of-way areas north of First Street being mowed every seven days. The South Zone Contract includes all parks, medians and right-of-ways areas south of First Street being mowed every seven days. The Facilities Zone Contract includes Prairie Ridge Sports Complex, public facilities and high visibility parks. Each contract is approximately the same size in acreage, frequency and demand.

Bids were due and opened on Friday, January 26, 2024. The bid tabulation is attached for your review. All contractors, with the exception of two, met the qualifications specified in the RFB. Specifications included equipment standards, employment records, proof of insurance, past mowing work and a comprehensive list of references.

It is the City's intent to award each section of the mowing contract to different contractors due to the large number of acres and short turn-around times between mowings. This was designed and created to produce a balanced workload for contractors and an overall better end product. It is outlined in the RFB that the City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City. The selected bids will be awarded based off a combination of pricing, experience, references, and available work capacity.

In the best interest of the City, three separate contracts are being recommended: 1) South Zone to ADA Mowing of Pleasant Hill, Iowa. ADA Mowing's South Zone bid was \$51/acre (\$301,287.60). 2) North Zone to A Cut Above of Ankeny, Iowa. A Cut Above's North Zone bid was \$40/acre (\$241,092.00). 3) Facilities Zone to Sustainable Sites Snow and Maintenance, of Des Moines, Iowa. Sustainable Sites Snow and Maintenance Facilities Zone bid was \$55/acre (\$198,396.00).

Furthermore, City staff determined that the bid for mowing services submitted by MB Lawn Care, LLC is not being considered based on the facts and circumstances set forth in the RFB (lack of/negative reference checks).

Based on frequency of mowing and per acre bid price, the total yearly fiscal impact to the City of Ankeny for mowing services will be \$740,775.60.

Recommendation: Award the following contracts:

- **South Zone:** “ADA Mowing” \$301,287.60
- **North Zone:** “A Cut Above” \$241,092.00
- **Facilities Zone:** “Sustainable Sites Snow and Maintenance” \$198,396.00

2024 - 2026 Mowing Services												
Bid Results												
	Section A			Section B				Section C				
	Facilities		Total Facilities	PRSC		Total PRSC	Total Section A	NORTH	Total Section B	SOUTH	Total Section C	
	Semi-weekly sites	Weekly sites		Semi-weekly sites	Weekly sites							
<i>Sustainable Sites Snow and Maintenance</i>	55.00	55.00	\$ 115,203.00	55.00	55.00	\$ 83,193.00	\$ 198,396.00	55.00	\$ 331,501.50	55.00	\$ 324,918.00	
<i>Perficut</i>	59.00	59.00	\$ 123,581.40	59.00	59.00	\$ 89,243.40	\$ 212,824.80	57	\$ 343,556.10	56	\$ 330,825.60	
<i>Stretch Properties</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.3	\$ 351,391.59	58.30	\$ 344,413.08	
<i>A Cut Above</i>	45.00	45.00	\$ 94,257.00	50.00	50.00	\$ 75,630.00	\$ 169,887.00	40.00	\$ 241,092.00	50.00	\$ 295,380.00	
<i>Iowa Lawn Pro</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.00	\$ 349,583.40	60.00	\$ 354,456.00	
<i>ADA Mowing</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	52.00	\$ 313,419.60	51.00	\$ 301,287.60	
<i>Holder Excavating</i>	105.00	120.00	\$ 247,608.00	105.00	120.00	\$ 173,394.00	\$ 421,002.00	125.00	\$ 753,412.50	125.00	\$ 738,450.00	
<i>MB Lawn Care LLC</i>	30.00	30.00	\$ 62,838.00	30.00	30.00	\$ 45,378.00	\$ 108,216.00	28.00	\$ 168,764.40	28.00	\$ 165,412.80	



LETTER OF AGREEMENT FOR MOWING SERVICES

This Agreement is to be effective on the 5th day of February, 2024, by and between Sustainable Sites Snow and Maintenance, hereinafter called “the Contractor” and the City of Ankeny, Iowa, hereinafter called “the City”.

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing general turf mowing services at specific public right-of-ways, facilities and parks. Areas will include those designated as *Prairie Ridge Sports Complex, Facility Sites, and Semi-Weekly Sites*.

Term of Contract -

- The term of the contract is April 2024 through October 2026.
- Pricing will remain unchanged through October 2026.

Contract Documents - The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Mowing Services dated January 2, 2024;
- The bid submitted by the Contractor on January 22, 2024;

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

Sustainable Sites Snow and Maintenance

By: Contractor Representative

Date



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's North Zones, between the City of Ankeny and A Cut Above.

EXECUTIVE SUMMARY:

See attached memorandum.

FISCAL IMPACT: **Yes**

Annual contracted amount for North Zone services of \$241,092.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve contracted amount for North Zone services of \$241,092.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

See attached memorandum.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Memorandum
 Bid Tab
 Letter of Agreement

RESOLUTION 2024 –

**A RESOLUTION APPROVING A MOWING CONTRACT FOR ANKENY’S NORTH ZONE, BETWEEN
THE CITY OF ANKENY AND “A CUT ABOVE”, OF ANKENY, IOWA**

WHEREAS, the City of Ankeny sent out Request For Bids to contractors for the North Zone in Ankeny with said zone defined as all parks, medians, and right-of-way areas north of First Street, and;

WHEREAS, eight contractors bid on the North Zone mowing, and;

WHEREAS, “A Cut Above”, a mowing contractor from Ankeny, Iowa submitted a bid price of \$241,092.00 for the North Zone.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby award the Ankeny North Zone Mowing Contract to “A Cut Above” of Ankeny, Iowa, and that the Mayor hereby is authorized to sign said contract.

DATED this 5th day of February 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Nick Lenox

Parks & Recreation Director
nlenox@ankenyiowa.gov

MEMORANDUM

TO: David Jones, City Manager

FROM: Nick Lenox, Parks & Recreation Director

DATE: January 31, 2024

RE: 2024 – 2026 Mowing Contract

The City of Ankeny Parks & Recreation Department sent our RFB's for the 2024 – 2026 Mowing Services Contract. Contractors had the option to bid the contract in zones, with separate zones eligible for bid. Zones were created and divided to help provide a higher quality service. The North Zone Contract includes all parks, medians and right-of-way areas north of First Street being mowed every seven days. The South Zone Contract includes all parks, medians and right-of-ways areas south of First Street being mowed every seven days. The Facilities Zone Contract includes Prairie Ridge Sports Complex, public facilities and high visibility parks. Each contract is approximately the same size in acreage, frequency and demand.

Bids were due and opened on Friday, January 26, 2024. The bid tabulation is attached for your review. All contractors, with the exception of two, met the qualifications specified in the RFB. Specifications included equipment standards, employment records, proof of insurance, past mowing work and a comprehensive list of references.

It is the City's intent to award each section of the mowing contract to different contractors due to the large number of acres and short turn-around times between mowings. This was designed and created to produce a balanced workload for contractors and an overall better end product. It is outlined in the RFB that the City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City. The selected bids will be awarded based off a combination of pricing, experience, references, and available work capacity.

In the best interest of the City, three separate contracts are being recommended: 1) South Zone to ADA Mowing of Pleasant Hill, Iowa. ADA Mowing's South Zone bid was \$51/acre (\$301,287.60). 2) North Zone to A Cut Above of Ankeny, Iowa. A Cut Above's North Zone bid was \$40/acre (\$241,092.00). 3) Facilities Zone to Sustainable Sites Snow and Maintenance, of Des Moines, Iowa. Sustainable Sites Snow and Maintenance Facilities Zone bid was \$55/acre (\$198,396.00).

Furthermore, City staff determined that the bid for mowing services submitted by MB Lawn Care, LLC is not being considered based on the facts and circumstances set forth in the RFB (lack of/negative reference checks).

Based on frequency of mowing and per acre bid price, the total yearly fiscal impact to the City of Ankeny for mowing services will be \$740,775.60.

Recommendation: Award the following contracts:

- **South Zone:** “ADA Mowing” \$301,287.60
- **North Zone:** “A Cut Above” \$241,092.00
- **Facilities Zone:** “Sustainable Sites Snow and Maintenance” \$198,396.00

2024 - 2026 Mowing Services												
Bid Results												
	Section A			Section B				Section C				
	Facilities		Total Facilities	PRSC		Total PRSC	Total Section A	NORTH	Total Section B	SOUTH	Total Section C	
	Semi-weekly sites	Weekly sites		Semi-weekly sites	Weekly sites							
<i>Sustainable Sites Snow and Maintenance</i>	55.00	55.00	\$ 115,203.00	55.00	55.00	\$ 83,193.00	\$ 198,396.00	55.00	\$ 331,501.50	55.00	\$ 324,918.00	
<i>Perficut</i>	59.00	59.00	\$ 123,581.40	59.00	59.00	\$ 89,243.40	\$ 212,824.80	57	\$ 343,556.10	56	\$ 330,825.60	
<i>Stretch Properties</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.3	\$ 351,391.59	58.30	\$ 344,413.08	
<i>A Cut Above</i>	45.00	45.00	\$ 94,257.00	50.00	50.00	\$ 75,630.00	\$ 169,887.00	40.00	\$ 241,092.00	50.00	\$ 295,380.00	
<i>Iowa Lawn Pro</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.00	\$ 349,583.40	60.00	\$ 354,456.00	
<i>ADA Mowing</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	52.00	\$ 313,419.60	51.00	\$ 301,287.60	
<i>Holder Excavating</i>	105.00	120.00	\$ 247,608.00	105.00	120.00	\$ 173,394.00	\$ 421,002.00	125.00	\$ 753,412.50	125.00	\$ 738,450.00	
<i>MB Lawn Care LLC</i>	30.00	30.00	\$ 62,838.00	30.00	30.00	\$ 45,378.00	\$ 108,216.00	28.00	\$ 168,764.40	28.00	\$ 165,412.80	



LETTER OF AGREEMENT FOR MOWING SERVICES

This Agreement is to be effective on the 5th day of February, 2024, by and between A Cut Above Lawn Care & Landscaping, hereinafter called “the Contractor” and the City of Ankeny, Iowa, hereinafter called “the City”.

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing general turf mowing services at specific public right-of-ways, facilities and parks located in the area designated as *North Zone*.

Term of Contract -

- The term of the contract is April 2024 through October 2026.
- Pricing will remain unchanged through October 2026.

Contract Documents - The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Mowing Services dated January 2, 2024;
- The bid submitted by the Contractor January 3, 2024;

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

A Cut Above Lawn Care & Landscaping

By: Brian Steinfeldt, Contractor Representative

Date



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** approving a mowing contract for Ankeny's South Zones, between the City of Ankeny and ADA Mowing.

EXECUTIVE SUMMARY:

See attached memorandum.

FISCAL IMPACT: **No**

Annual contracted amount for South Zone services of \$301,287.60.

CITY MANAGER'S RECOMMENDATIONS:

Approve mowing contract with ADA Mowing for South Zones.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

See attached memorandum.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Memorandum
 Bid Tab
 Letter of Agreement

RESOLUTION 2024 –

**A RESOLUTION APPROVING A MOWING CONTRACT FOR ANKENY’S SOUTH ZONE, BETWEEN
THE CITY OF ANKENY AND “ADA MOWING”, OF PLEASANT HILL, IOWA**

WHEREAS, the City of Ankeny sent out Request For Bids to contractors for the South Zone in Ankeny with said zone defined as all parks, medians, and right-of-way areas south of First Street, and;

WHEREAS, eight contractors bid on the South Zone mowing, and;

WHEREAS, “ADA Mowing”, a mowing contractor from Pleasant Hill, Iowa submitted a bid price of \$301,287.60 for the South Zone.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ankeny, Iowa hereby award the Ankeny South Zone Mowing Contract to “ADA Mowing” of Pleasant Hill, Iowa, and that the Mayor hereby is authorized to sign said contract.

DATED this 5th day of February 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Nick Lenox

Parks & Recreation Director
nlenox@ankenyiowa.gov

MEMORANDUM

TO: David Jones, City Manager

FROM: Nick Lenox, Parks & Recreation Director

DATE: January 31, 2024

RE: 2024 – 2026 Mowing Contract

The City of Ankeny Parks & Recreation Department sent our RFB's for the 2024 – 2026 Mowing Services Contract. Contractors had the option to bid the contract in zones, with separate zones eligible for bid. Zones were created and divided to help provide a higher quality service. The North Zone Contract includes all parks, medians and right-of-way areas north of First Street being mowed every seven days. The South Zone Contract includes all parks, medians and right-of-ways areas south of First Street being mowed every seven days. The Facilities Zone Contract includes Prairie Ridge Sports Complex, public facilities and high visibility parks. Each contract is approximately the same size in acreage, frequency and demand.

Bids were due and opened on Friday, January 26, 2024. The bid tabulation is attached for your review. All contractors, with the exception of two, met the qualifications specified in the RFB. Specifications included equipment standards, employment records, proof of insurance, past mowing work and a comprehensive list of references.

It is the City's intent to award each section of the mowing contract to different contractors due to the large number of acres and short turn-around times between mowings. This was designed and created to produce a balanced workload for contractors and an overall better end product. It is outlined in the RFB that the City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City. The selected bids will be awarded based off a combination of pricing, experience, references, and available work capacity.

In the best interest of the City, three separate contracts are being recommended: 1) South Zone to ADA Mowing of Pleasant Hill, Iowa. ADA Mowing's South Zone bid was \$51/acre (\$301,287.60). 2) North Zone to A Cut Above of Ankeny, Iowa. A Cut Above's North Zone bid was \$40/acre (\$241,092.00). 3) Facilities Zone to Sustainable Sites Snow and Maintenance, of Des Moines, Iowa. Sustainable Sites Snow and Maintenance Facilities Zone bid was \$55/acre (\$198,396.00).

Furthermore, City staff determined that the bid for mowing services submitted by MB Lawn Care, LLC is not being considered based on the facts and circumstances set forth in the RFB (lack of/negative reference checks).

Based on frequency of mowing and per acre bid price, the total yearly fiscal impact to the City of Ankeny for mowing services will be \$740,775.60.

Recommendation: Award the following contracts:

- **South Zone:** “ADA Mowing” \$301,287.60
- **North Zone:** “A Cut Above” \$241,092.00
- **Facilities Zone:** “Sustainable Sites Snow and Maintenance” \$198,396.00

2024 - 2026 Mowing Services												
Bid Results												
	Section A			Section B				Section C				
	Facilities		Total Facilities	PRSC		Total PRSC	Total Section A	NORTH	Total Section B	SOUTH	Total Section C	
	Semi-weekly sites	Weekly sites		Semi-weekly sites	Weekly sites							
<i>Sustainable Sites Snow and Maintenance</i>	55.00	55.00	\$ 115,203.00	55.00	55.00	\$ 83,193.00	\$ 198,396.00	55.00	\$ 331,501.50	55.00	\$ 324,918.00	
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<i>Stretch Properties</i>	No bid	No bid	#VALUE!	No bid	No bid	#VALUE!	#VALUE!	58.3	\$ 351,391.59	58.30	\$ 344,413.08	
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<i>MB Lawn Care LLC</i>	30.00	30.00	\$ 62,838.00	30.00	30.00	\$ 45,378.00	\$ 108,216.00	28.00	\$ 168,764.40	28.00	\$ 165,412.80	



LETTER OF AGREEMENT FOR MOWING SERVICES

This Agreement is to be effective on the 5th day of February, 2024, by and between ADA Mowing, hereinafter called “the Contractor” and the City of Ankeny, Iowa, hereinafter called “the City”.

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Work: The Contractor shall provide to the City the services set forth in the contract documents consisting of providing general turf mowing services at specific public right-of-ways, facilities and parks located in the area designated as *South Zone*.

Term of Contract -

- The term of the contract is April 2024 through October 2026.
- Pricing will remain unchanged through October 2026.

Contract Documents - The Agreement consists of the following contract documents, which by this reference are incorporated herein:

- This signed Letter of Agreement;
- The Request for Bid for Mowing Services dated January 2, 2024;
- The bid submitted by the Contractor on January 25, 2024;

If, at any time, the City determines it is in its best interest to discontinue use of this service, the City reserves the right to cancel this Agreement by giving 30 days advance written notice. Notwithstanding the preceding, the City may terminate this Agreement immediately for cause, including but not limited to performance issues, Contractor theft, or any other matter the City deems a public health or safety concern, upon written notice delivered to the Contractor.

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. In the event of a conflict between this Letter of Agreement and any other Contract Document, this Letter of Agreement shall control.

City of Ankeny, Iowa

By: Mark Holm, Mayor

Date

ADA Mowing

By: Contractor Representative

Date



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider a motion to adopt **RESOLUTION** approving exclusive beverage contract between the City of Ankeny, Iowa and Atlantic Bottling Company.

EXECUTIVE SUMMARY:

Request for Bids were distributed and posted to the City's website for the purpose of submitting a bid for the 2024-2026 exclusive beverage contract. This contract is for City Facilities including: Cascade Falls Aquatic Center, Prairie Ridge Aquatic Center, Otter Creek Golf Course, Hawkeye Sports Complex and the Prairie Ridge Sports Complex Concessions, as well as vending machines for various City Facilities.

Two bids were submitted with irregularities. Although not included but often requested within beverage contracts, sponsorship dollars were submitted with each proposal. Taking into account the submitted sponsorship dollars, it is in the best interest of the City to include them as part of the 2024-2026 Beverage Contract. The sponsorship dollars are included in the attached exclusive beverage provider submittal information.

To calculate the proposals to determine the provider, 2021-2023 sales averages were used as a baseline comparison. Final results were as follows:

- Atlantic Bottling Company: \$130,669
- Pepsi Beverages Company: \$164,885

The City reserves the right to request additional information or clarification on any matter included in the proposal. The City reserves the right to negotiate with any Bidder or Bidders to arrive at a final decision. Although the financial aspect of the proposal is an important consideration, the award will not be made solely by computing the best price.

Each proposal will be evaluated on the basis of all its content with primary consideration given to the following: a) References, relevant experience, qualifications and overall performance record as assessed by current and former clients that are comparable in size and nature to the City. b) The quality and innovation of the proposal, specifically, the Bidder's understanding of the needs of the City, responsiveness and adequacy of information provided, including proposed promotional and marketing strategies. c) Financial considerations including but not limited to financial stability of the Bidder and the price of the products and proposed product lines

Staff's recommendation is to accept the bid and enter into a contract with Atlantic Bottling Company for a three-year period, 2024-2026.

FISCAL IMPACT: Yes

Over a three-year period, it is estimated that this contract will not exceed a cost of \$130,669.00 and is divided as follows:

2024: \$41,383.00

2025: \$43,531.00

2026: \$45,755.00

CITY MANAGER'S RECOMMENDATIONS:

Approve three-year agreement with Atlantic Bottling Company for beverage services at City facilities.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council approved similar exclusive beverage contracts and subsequent renewals in 2005, 2008, 2011 and 2018.

PUBLIC OUTREACH EFFORTS:

N/A

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tab
 Agreement

RESOLUTION 2024 –

A RESOLUTION APPROVING AN EXCLUSIVE BEVERAGE CONTRACT BETWEEN THE CITY OF ANKENY, IOWA AND ATLANTIC BOTTLING COMPANY

WHEREAS, the City of Ankeny is engaged in operating numerous recreation facilities; including: Prairie Ridge Sports Complex, Prairie Ridge Aquatic Center, Cascade Falls Aquatic Center, Hawkeye Sports Complex and Otter Creek Golf Course, and deems it to be in the best interest of its citizens to provide beverages at the facilities, and;

WHEREAS, the City of Ankeny implemented an RFP process for a three-year exclusive beverage contract for carbonated beverages, water and sports drinks, and;

WHEREAS, Atlantic Bottling Company has been selected based on pricing, product and service by the City of Ankeny as its exclusive beverage provider for 2024-2026, and;

WHEREAS, the City Council of the City of Ankeny deems it to be in the best interest of the City to enter into a Concession Supply Agreement with Atlantic Bottling Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa as follows:

1. The proposed Concession Supply Agreement between the City of Ankeny and Atlantic Bottling Company is hereby approved.
2. The Mayor is hereby authorized and directed to execute the same on behalf of the City of Ankeny.
3. The City of Ankeny Parks & Recreation Department is authorized and directed to take actions necessary to carry out the City's obligations under said Agreement, and to insure compliance with the same by Atlantic Bottling Company.

DATED, this 5th day of February 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

2024 City of Ankeny Exclusive Beverage Provider Submittal Information

QUANTITIES

	CFAC	+	PRAC	+	OTTER	+	HAWKEYE	+	PRSC	=	TOTAL
POP	514		160		206		44		700		1,624
WATER	175		40		210		40		500		965
SPORTS	141		41		236		35		477		930
											3,519

ATLANTIC COCA-COLA BOTTLING COMPANY

COST PER CASE		2024	2025 (+3.5%)	2026 (3.5%)
\$19.50	POP	\$31,668	\$32,776	\$33,924
\$12.00	WATER	\$11,580	\$11,985	\$12,405
\$19.50	SPORTS	\$18,135	\$18,770	\$19,427
	CASH CONSIDERATION	(\$20,000)	(\$20,000)	(\$20,000)
	TOTAL	\$41,383	\$43,531	\$45,755

*Total Estimated City Costs In 2024, 2025 and 2026 = \$130,669

PEPSI BEVERAGES COMPANY

COST PER CASE		2024	2025 (+5%)	2026 (+5%)
\$17.86	POP	\$29,005	\$30,455	\$31,978
\$11.45	WATER	\$11,049	\$11,602	\$12,182
\$19.14	SPORTS	\$17,800	\$18,690	\$19,625
	CASH CONSIDERATION	(\$7,500)	(\$5,000)	(\$5,000)
	TOTAL	\$50,354	\$55,747	\$58,784

*Total Estimated City Costs In 2024, 2025 and 2026 = \$164,885

This agreement is entered into on **03/01/24**, between Ankeny Parks and Recreation (“Operator”) including the locations outlined in Schedule A attached hereto (collectively referred to as the “Locations”) and Atlantic Bottling Company, hereinafter referred to (“Bottler”). Both parties agree to the following terms and conditions:

TERMS OF AGREEMENT

1. TERM

The Term of this Agreement is three (3) years beginning **03/01/2024** through **02/28/2027** or on the later to occur when Operator has purchased and paid for 2,500 gallons and 10,000 cases of bottle/can with the option to renew for an additional three (3) years or on the later to occur when Operator has purchased and paid for an additional 2,500 gallons and 10,000 cases of bottle/can. If the Term is extended due to the volume commitment, Bottler shall not be required to pay Operator additional Sponsorship Fees. For the purposes of this Agreement, “Sponsorship Fees” shall be defined as payment(s) to be received by Operator over the Term as set forth in paragraph 3, below. However, if applicable, Bottler shall continue to pay product rebate payments during the extension.

2. OPERATOR LOCATIONS (See Schedule A. LOCATION(S))

This Agreement includes Location(s) currently operating and all future location(s) opened during Agreement Term.

3. SPONSORSHIP FEES

Bottler agrees to pay an annual sponsorship fee of \$20,000 over the Term (“Sponsorship Fees”). The first payment is due within 30 days of the signed agreement.

Remit to: Ankeny Parks and Recreation
Attn:
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

4. VENDING COMMISSIONS

Atlantic Bottling agrees to pay a 10% commission on all items for full service vending. Vending rates will be mutually agreed upon between Ankeny Parks and Recreation and Atlantic Bottling Company.

5. PRICING (See Schedule B. PRICING)

Bottler extends national account pricing on post mix fountain. Pricing is set by Coca-Cola North America and may be subject to price increases on a calendar year basis. Bottle/can pricing may be subject to no more than a 3.5% increase on a calendar year basis. However, the price ceilings are subject to additional adjustments greater than stated ceilings in the event of a substantial and unforeseeable increase in a major component of the bottler’s cost of goods, manufacture, or delivery. If credit terms are granted, payment terms are net 21 days.

6. EXCLUSIVE DEFINITION

During the Term, Operator agrees to offer Coca-Cola fountain products and ready-to-drink bottled products (collectively, “Beverages”) exclusively at Operator’s Locations(s) listed in Schedule A. Exclusive beverage categories include but are not limited to Energy, Sports Drinks, Water/Enhanced Water, Juice, and Milk.

Operator shall purchase all Bottler products (and cups, lids, and CO₂, if applicable) directly from Bottler. No competitive products may be sold, dispensed, sampled, or served anywhere at any time at any of Operator's Location(s).

In the event the Operator employs a Concessionaire, Operator will cause Concessionaire to purchase from Bottler all requirements for Beverages as required by Operator from Bottler. Such purchases shall be made at prices set forth in this Agreement unless The Coca-Cola Company has a national agreement with the contracted Concessionaire. In that case, Bottler will honor the nationally contracted price.

Operator acknowledges that there will be no duplication of allowances, funding, or benefits (including pricing) to Operator or Concessionaire if Concessionaire has an existing agreement with Bottler.

7. EQUIPMENT (See Schedule C. EQUIPMENT)

Operator represents and warrants that electrical service at each of the Operator's Locations is proper and adequate for the installation of Equipment, and Operator agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services. Further, Operator represents and warrants that water service at each of its Locations, including water pressure and quality, is adequate for dispensing post mix fountain products if applicable. Operator agrees to indemnify and hold Bottler harmless for any damages arising out of any disruption of electrical supply to any carbonator which may cause water leaks.

Bottler will provide Operator with reasonable, free service to its Equipment, except Operator will bear the cost of service required due to any and all actions of Operator or its employees or contractors.

8. CLAIMS. In no event will Bottler accept any audits, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than six (6) months from the date of invoice or the date of funding or consideration, as applicable.

9. TERMINATION AND FAILURE TO PERFORM

If Operator breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Bottler may:

- a) Terminate this Agreement, and Operator shall (i) return any Equipment, (ii) pay to Bottler the cost of removing and refurbishing equipment, and (iii) pay to the Bottler the unearned portion on a pro rata basis the aggregate amount of Sponsorship Fees over the Term, rebate payments, and (iiii) pay to the Bottler the cost of any permanent signage or scoreboard(s) provided as part of this Agreement.
- b) Withhold Sponsorship Fees and rebates earned.

Operator agrees that Bottlers are authorized to set off any amount owed to Bottlers that is sixty (60) days past due, including without limitation amounts owed for the purchase of Products, against any Sponsorship Fees, Rebates and/or Commissions and other funding required to be paid by the Bottler to Operator under this Agreement.

Operator represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, the Bottler may terminate this Agreement, and Operator shall (i) allow Bottlers to pick up any Equipment, (ii) pay to the Bottler a pro rata portion of the costs of

refurbishing and installing the Equipment, and (iii) pay to the Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

Nothing in this section shall operate to restrict either party's remedies in the event of a breach by the other party. Notwithstanding anything in this Agreement to the contrary, a party may seek injunctive or other equitable relief in any court of competent jurisdiction. Each party hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.

10. FORCE MAJEURE

If Operator or Bottler shall be prevented, in whole or in part, from performing its obligations which include but are not limited to its normal business activities hereunder by virtue of any cause beyond their reasonable control, including, without limitation, any act of God, emergency, war, act of terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action or mechanical difficulty, pandemic, each such cause being a "Force Majeure Event" then Bottler's obligations in regards to Sponsorship Fees and/or rebates shall be excused for a period of time equal to the period during which Operator or Bottler have been prevented from performing.

11. AFFIRMATIVE ACTION STATEMENT

An Equal Employment Opportunity/Affirmative Action employer, Atlantic Bottling Company expects that its suppliers, contractors, and vendors 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 protected veteran status.

12. INDEMNITY

To the extent allowed by law, each party will defend and indemnify the other party each of their affiliates, and each of their officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") against, and hold Indemnified Parties wholly harmless from, any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Indemnified Parties' reasonable attorneys' fees and expenses, relating to or in any way arising out of (i) the ordering, delivery, rejection, installation, purchase, leasing, maintenance, possession, use, operation, control or disposition of the Equipment or any portion thereof, (ii) any act or omission, including but not limited to any loss or damage to or sustained by the Indemnified Parties arising out of failure to comply with all the obligations, representations and warranties of this Agreement or (iii) any claims for liability in tort with respect to the Equipment, excepting only to the degree such claims are the result of the Indemnified Parties' negligent or willful acts. The provisions of this Section 16 will survive termination and expiration of this Agreement.

13. GOVERNING LAW

This Agreement and any claims related to its subject matter will be governed by the laws of the State of Iowa, without references to its conflicts or choice of law principles.

14. ENTIRE AGREEMENT

This Agreement, including the attached Schedules constitutes the complete and exclusive agreement between the Parties concerning its subject matter. This Agreement supersedes all prior or contemporaneous oral or written communications with respect to the subject matter covered by this Agreement. This Agreement, including any Schedule, may be changed only by a written agreement signed by an authorized representative of both parties.

15. ASSIGNMENT

The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Operator may not assign this Agreement without the Bottler's prior written consent.

Authorized City of Ankeny Signature	Title	Date
Printed Name		
<i>Jamie Peterson</i>	Director, FSOP	02/01/2024
Atlantic Bottling Company	Title	Date

SCHEDULE A: OPERATOR PROPERTIES ("LOCATIONS")

The below list are the locations to be included in this agreement. Any future locations owned or operated by the Operator shall be automatically added to this Schedule.

- 1) Otter Creek Golf Course
- 2) Prairie Ridge Sports Complex
- 3) Cascade Falls Aquatic Center
- 4) Prairie Ridge Aquatic Center
- 5) Hawkey Park Adult Athletic Complex
- 6) Miracle League Park
- 7) Vending Machines at all City Facilities (10 locations)
- 8) Snack Vending Machine at Kirkendall Public Library (provided by a 3rd party)

SCHEDULE B: PRICING

ATLANTIC *Coca-Cola* BOTTLING COMPANY

FSOP 307

Effective date: Per contract or Jan. 1, 2024



20oz bottles
(24 ct.)
\$19.50
\$0.81



18.5oz Gold Peak Tea
(12 ct.)
\$16.00
\$1.33



12oz Minute Maid
(24 ct.)
\$28.38
\$1.18



14oz Failife
(12 ct.)
\$20.37
\$1.70



20oz Vitamin Water
(12 ct.)
\$16.00
\$1.33



16oz BODYARMOR
(12 ct.)
\$21.25
\$1.77



BODYARMOR 28OZ
(12 ct.)
\$25.50
\$1.06



BODYARMOR FLASH IV
(12 ct.)
\$25.50
\$2.13



20oz Powerade
(24 ct.)
\$19.50
\$0.81



14oz Core Power
(12 ct.)
\$31.80
\$2.65



14oz Core Power Elite
(12 ct.)
\$35.78
\$2.98



13.7oz Dunkin' Coffee
(12 ct.)
\$26.94
\$2.25



1 Liter smartwater
(12 ct.)
\$21.76
\$0.91



20oz smartwater
(24 ct.)
\$31.09
\$1.30



1 Liter Dasani
(12 ct.)
\$19.89
\$1.66



20oz Dasani
(24 ct.)
\$12.00
\$0.50



2-liter bottles
(8 ct.)
\$13.86
\$1.73



355mL Mexican Coke
(24 ct.)
\$25.14
\$1.05



8oz Glass CSD
(12 ct.)
\$21.21
\$1.77

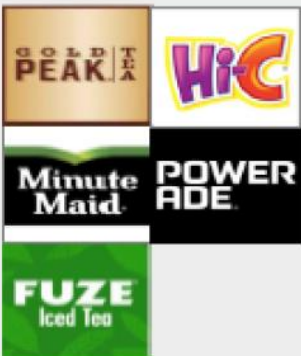


7.5oz cans (24 ct.)
(24 ct.)
\$16.41
\$0.68

ATLANTIC BOTTLING COMPANY

			
12oz Monster (24 ct.)	16oz Monster (24 ct.)	15oz Monster Java (12 ct.)	24oz Monster (12 ct.)
\$39.24	\$42.47	\$25.16	\$32.55
\$1.64	\$1.77	\$2.10	\$2.71
			
16oz Reign (12 ct.)	12oz Reign Storm (12 ct.)	16oz NOS (12 ct.)	24oz NOS (12 ct.)
\$21.55	\$20.16	\$44.27	\$32.55
\$1.80	\$1.68	\$3.69	\$2.71
			
16oz Bang (12 ct.)	10oz Tummy Yummies (12 ct.)	16oz Aguas Frescas (12 ct.)	23oz Peace Tea (12 ct.)
\$21.55	\$10.99	\$25.95	\$13.98
\$1.80	\$0.92	\$2.16	\$1.17

**** Deposits not included**

Dispensed Sparkling Brands (BIB)	Dispensed Still (BIB)	Premium Still (BIB)
		

	5-gal BIB		2.5 gal BIB	
	Gal	Case	Gal	Case
Sparkling & Still BIB	\$ 21.08	\$ 105.40	\$ 21.98	\$ 54.95
Unsweet Tea BIB			\$ 21.34	\$ 53.35
Premium Still BIB			\$ 22.88	\$ 57.20
Mainroot Ginger Brew BIB	\$ 23.31	\$ 116.56		
Mainroot Energy BIB			\$ 50.55	\$ 126.37
Pepe Rico Margarita Mix			\$ 21.98	\$ 54.95
Juice BIB	Finished Ounces		2.5 gal BIB	
	Total	Cost per oz	Gal	Case
Orchard's Best 100% Apple Juice BIB	1600	\$ 0.08	\$ 48.28	\$ 120.69
Orchard's Best Cranberry Juice BIB	1600	\$ 0.07	\$ 46.28	\$ 115.69
Orchard's Best 100% Orange Juice BIB	1600	\$ 0.07	\$ 46.26	\$ 115.66
Orchard's Best Pineapple Juice BIB	1600	\$ 0.07	\$ 45.64	\$ 114.11
Southern Sun Bloody Mary BIB	1280	\$ 0.09	\$ 45.57	\$ 113.92
Southern Sun Sour Mix BIB	1600	\$ 0.04	\$ 24.80	\$ 62.01

Cup Pricing					Lid Pricing			
Item #	Size	Cs Pack	Cs Cost		Item #	Size	Cs Pack	Cs Cost
800812	12oz	2000	\$ 77.71		820825	Multi	2000	\$ 47.50
800816	16oz	1000	\$ 55.50		Fits 12/16/21/24oz cup sizes			
800821	21oz	1000	\$ 69.50		820832	32oz	960	\$ 32.50
800824	24oz	1000	\$ 70.50					
800832	32oz	480	\$ 52.50					

SCHEDULE C: EQUIPMENT

During the Term, Bottler will loan to Operator beverage equipment (collectively, "Equipment") at no cost (except as prohibited by law, rule, or regulation, in which case the rent charged shall be the lowest legal rate available). Loaned Equipment is provided for the sole purpose of selling Bottler products exclusively.

Permitted exceptions: None

Bottler shall retain title to all loaned Equipment. Equipment quantities shall be mutually agreed upon. Operator shall and shall cause each Location to keep such Equipment in good working order and free of all liens.

Bottler agrees to provide the following equipment:

- (2) Barguns
- (2) Ice Bins
- (1) Back Room BIB Kit
- (3) 1 Door Cooler
- (18) Door Coolers
- (9) Stack Vendors
- (5) Bunker Coolers
- (1) Glass Front Vendor



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Provide Regional Leadership

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion authorizing the Mayor to sign a letter of support for a grant application by Kwik Star, Inc. for improvements through the National Electric Vehicle Infrastructure program.

EXECUTIVE SUMMARY:
Kwik Star will be applying for funding through the IA DOT as part of the National Electric Vehicle Infrastructure (NEVI) program for Store 1016 located at 202 SE Oralabor Rd, IA. Due to the competitiveness of the grant funding, Kwik Star is requesting the City of Ankeny to provide a letter of support for their application. The grant program is intended to improve the deployment of, and reduce current gaps in NEVI compliant charging sites along interstate transportation corridors in Iowa.

Providing a letter of support for Kwik Star does not financially obligate the City for any part of the funding or improvement costs that may be outlined by Kwik Star's application for funding.

The 2021 Federal Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs

Act (IIJA), provides investments to help modernize infrastructure assets and support emerging technologies ,including electric vehicles (EVs). This legislation will provide long-lasting infrastructure and mobility improvements by developing a national network of EV chargers. One of the new federal policy and funding initiatives included in the IIJA was the creation of the National Electric Vehicle Infrastructure (NEVI) Formula Program, which provides funding to states to deploy EV charging infrastructure to support the automotive industry and technology shift toward EVs. The guidance issued for the NEVI Formula Program required that states develop an Infrastructure Deployment Plan (IDP) outlining their planned utilization of the formula funding. Iowa has developed a plan that addresses the federal guidelines with partnerships across agencies and stakeholders.

The Plan was submitted to the federal Joint Office of Energy and Transportation for review and was approved in September 2022. Approval of the plan allows the state of Iowa to begin implementing the plan and accessing the federal NEVI formula funding.

Recognizing the complexities of constructing, owning, and operating EV charging stations, as well as having a desire to promote new innovations in EV charging station development, Iowa DOT has initially elected to only consider contracting and delivery models that do not include Iowa DOT as an owner of EV charging infrastructure. As such, Iowa DOT will seek to engage third-party entities to install, own, operate, and maintain the EV charging infrastructure on state AFCs. Iowa DOT will carefully select private or public providers who have the proper expertise and experience to effectively deploy this new, publicly available infrastructure in a manner that best leverages federal funding.

Many states, including Iowa, have used a grant application process to solicit and select EV charging sites and partners for the implementation, ownership, and operation of DCFC stations. The benefit to this approach is the opportunity for a variety of businesses to be involved in the competition for selection of projects. It also allows for selection of the best sites and partners out of a pool of them. For instance, a single contract holder may place NEVI-compliant stations at one type of site host, while a grant process could open site hosting opportunities to a broader cross-section of businesses or destinations. Given the potential scale of EV charging in Iowa, considerations for administrative costs, staffing, and technical expertise will be given in administering and managing a competitive grant program for EV charging infrastructure. Iowa DOT may decide to utilize professional service providers to assist with the responsibilities of the NEVI program implementation and oversight. Additionally, Iowa DOT will explore economies of scale to allow multisite installations to be more competitive in the grant program delivery mechanisms

Iowa's Electric Vehicle Infrastructure Deployment plan:

https://iowadot.gov/IowaEVPlan/docs/IowaNEVDI_Final.pdf

FISCAL IMPACT: No

Approval of this item does not result in a financial impact for the City of Ankeny.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this item as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Letter of Support



February 5, 2024

Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

Re: *Letter of Support – Iowa’s National Electric Vehicle Infrastructure (NEVI) Formula Program*

Dear Iowa Department of Transportation staff:

This letter is written in strong support of the Kwik Star EV charging project located at 202 SE Oralabor Rd Ankeny, IA. The proposed project will support Iowa’s broader EV infrastructure goals as well as support the surrounding community by:

- Promoting equitable access and mobility throughout Iowa’s communities;
- Providing the traveling public with a variety of transportation and energy options;
- Reducing energy lifecycle emissions to minimize the impact on human and environmental health;
- Providing a sustainable transportation and energy system that can adapt to economic, technological, and environmental changes while providing a high level of system reliability;
- Supporting long-term electric vehicle station success which maximizes economic benefits for consumers; and
- Fostering innovation and collaboration to expand economic opportunities.

Safe and reliable charging will be important as more and more drivers consider EVs. Local businesses, like Kwik Star, providing quality charging experiences will help ensure local community members have a consistent place to charge while also encouraging travelers to spend time in our community and visit surrounding businesses.

The City of Ankeny looks forward to further strengthening our relationship with Kwik Star by providing support for their application to Iowa’s NEVI Formula Program.

Sincerely,

Mark E. Holm
Mayor



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Strengthen Community Engagement

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve a professional services agreement with Polco to administer the National Community Survey, also known as the “Citizen Survey”.

EXECUTIVE SUMMARY:

The primary purpose of this professional services agreement with Polco is to administer the National Community Survey, also known as the “Citizen Survey”, using statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error per local jurisdiction that is administered every three years.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Agreement](#)

**Policy Confluence, Inc.
Subscription Agreement**

THIS POLCO Subscription Agreement (the “**Order Form**”) is entered into and made effective as of _____ (“**Effective Date**”) by and between Policy Confluence, Inc., a Delaware corporation (“**Polco**” or “**Company**”), and the City of Ankeny (“**Customer**” “**you**” or “**your**”). Polco and Customer may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

Agreement - This is a binding agreement by Customer to purchase Polco’s Subscription as set forth in the table below and further defined in this agreement.. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the “**Enterprise Terms**” found at [<https://info.polco.us/enterprise-terms>]) and the Website Terms of Use (the “**Website Terms**” found at <https://info.polco.us/eula>) (each a “**Supplement**,” and collectively with this Order Form, the “**Agreement**”).

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

Customer Information:	
Customer Name:	City of Ankeny
Address:	410 W. First Street
Contact:	Amy Baker
Phone:	515.965.6400
E-mail:	ABaker@ankenyiowa.gov

Training and Support - Your subscription includes access to Polco Modules and Support as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

Privacy Policy - You acknowledge that you have read and understand Polco’s Privacy Policy (the “**Privacy Policy**” found at <https://info.polco.us/privacy>).

Initial Term Starting: February 15, 2024 **Initial Term Ending:** February 14, 2027

The Initial Term of this Agreement shall be for a period of thirty-six (36) months from the Initial Term Starting date, unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. The term of this Agreement will renew upon mutually written agreement by both Parties at the end of the Initial Term for a duration of thirty-six (36) months.

Fees - The Fees for your Initial Term are outlined below. All Fees are for annual terms (from the commencement of this Agreement) unless otherwise noted.

Fee Type	Name	Fee
Software Service Subscription	Polco Engage(All) + Assess Module (50k-100k Population) - The National Community Survey® All Polco Engage Features are available to you during your subscription term to engage with your target audiences. The Engage + Assess Module includes 1 benchmark survey per contract term. Our customer success team will guide your Survey process to ensure smooth implementation. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable)	\$22,000/3-Years \$15,500/3-Years
Subscription	½ Page of Custom Questions We recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items. This is not included in the Polco Performance plan, but can be added.	\$2,800/3-Years \$1,800/3-Years
		Total: \$17,300/3-Years

Polco reserves the right to modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable Fees in this Order Form will be deemed amended accordingly. Any such increases shall not to exceed 10% per Renewal Term. You will receive standard updates to the Services that are made generally available by Polco during the Term. However, Polco reserves the right to offer additional functionality or premium feature improvements for an additional cost.

Billing - Payment for the Fees as outlined must be made within the Initial Term of the Agreement. If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state. Your Implementation shall be suspended if Fees for your Initial Term are not received in a timely fashion, and your Account shall be suspended and inaccessible if such Fees are not received within 30 days of the invoice due date.

Fees for Renewal Terms shall be invoiced at the start date of the Renewal Term, and shall be due within thirty (30) days the start date of the Renewal Term unless otherwise agreed upon. Your subscription shall be deemed terminated if Fees for a Renewal Term are not received within thirty (30) days following the start date of the Renewal Term.

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

Compliance with data protection laws - Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement ("**Data Protection Laws**"). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

Miscellaneous.

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receives an automatic response or other indication that the email account is not being monitored).

<u>To Polco:</u> 1241 John Q Hammons Dr, Suite 203 Madison, WI 53717 alex@polco.us Alex Pedersen, CTO, COO, Co-Founder	<u>To Customer:</u> 410 W. First Street Ankeny, IA 50023 ABaker@ankenyiowa.gov Amy Baker, Communications Director
--	--

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

Counterparts. This Agreement and any amendments hereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

	POLICY CONFLUENCE, INC.
	By: Name: Title:

	City of Ankeny
	By: Name: Title:



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-41

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-41.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Park Board:

Craig Robinson, Ankeny, Iowa - term effective 2/05/2024 - 12/31/2024

EXECUTIVE SUMMARY:

Mayor Holm recommends Craig Robinson to fill the open seat on the Park Board, replacing Jared Baldwin.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the appointment of Craig Robinson to the Park Board, effective 2/05/2024 through 12/31/2024.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2161:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust. (PH 2024-03)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2161 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2161.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit
 P&Z Stamped PUD Book

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN REAL ESTATE OWNED BY BEASLEY FARMS INC., STEPHEN L BANNING TRUST, AND BETTYE J BANNING TRUST

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, be rezoned from the current R-1, One, Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, and M-1, Light Industrial District designations, to PUD, Planned Unit Development; and,

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., including all of Parcel A of that Plat of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°(degrees) 02'(minutes) 30"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southwest corner of said Parcel A; thence South 00°01'32" West, 156.75 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 9739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southwest corner of Parcel G in the Southeast Quarter of said Section 6 per that Plat of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°57'41" East, 904.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel G; thence North 08°28'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°56'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

LAYMAN'S DESCRIPTION:

Approximately 21.04 acres (+/-) of land located at the northwest corner of the intersection of SE Corporate Woods Drive and SE Four Mile 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 Beasley Farms Inc., Stephen L Banning Trust, and Bettye J Banning Trust, from the current R-1, One-Family Residence District, C-2, General Retail, Highway Oriented and Central Business District, an M-1, Light Industrial District, to PUD, Planned Unit Development.

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 4th, day of March, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

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

The SE 1/4 of the SE 1/4 of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa, subject to legally established highways.

EXCEPTING THEREFROM any part of the above-described property that is contained in the following 7 described parcels:

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
2. Parcel A of Plot of Survey recorded March 18, 1996, in Book 7359, Page 636.
3. Property conveyed from Beasley Farms, Inc., to Polk County Aviation Authority, in Warranty Deed dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 236.
4. Property conveyed from Beasley Farms, Inc., to Knapp-Elwell, L.C., an Iowa limited liability company, dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 239.
5. Property conveyed in Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Warranty Deed dated March 17, 2003, recorded April 7, 2003, in Book 9739, Page 126.
6. Parcel 2021-126 of Plot of Survey recorded August 23, 2021, in Book 18711, Page 953.
7. Property conveyed in Amended and Re-recorded Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Amended and Re-recorded Warranty Deed dated March 17, 2003, recorded April 11, 2006, in Book 11603, Page 213.

And

The North 334.38 feet of the South 540.54 feet of the East 316.23 feet of the Southeast Quarter (SE 1/4) of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa.

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., including all of Parcel A of that Plot of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the Southwest corner of said Section 6; thence North 00°(degrees) 02'(minutes) 30"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southwest corner of said Parcel A; thence South 00°01'32" West, 156.75 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/ SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 973 at Page 128 in the Office of the Recorder for Polk County, Iowa; thence northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/ SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southwest corner of Parcel G in the Southeast Quarter of said Section 6; thence North 89°57'41" East, 90.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel G; thence North 08°28'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°56'11" East, 436.27 feet along the South line of FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

GROSS	959,860 SF	(22.03 AC)
ROAD EASEMENT	43,352 SF	(0.99 AC)
NET	916,508 SF	(21.04 AC)

NE 22ND ST

SE 68TH ST

SE 72ND ST

SE CORPORATE WOODS DR

SE CROOKWOOD DR

SE FOUR MILE DR

SITE

35

NOT TO SCALE

N

HOYT+BERENYI
346 SEACOAST PARKWAY, SUITE 200
MOUNT PLEASANT, SC 29464

KYLE HOYT
(843) 531-5336

TRACT A
BEASLEY FARMS, INC.
1756 S. 40th COURT
WEST DES MOINES, IA 50265

TRUSTEE WARRANTY DEED: BK 8626, PG 335

TRACT B
STEPHEN L. BANNING AND BETTYE J. BANNING,
TRUSTEES OF THE STEPHEN L. BANNING TRUST
AND THE BETTYE J. BANNING TRUST
7140 SE FOUR MILE DRIVE
ANKENY, IA 50021

WARRANTY DEED: BK 14425, PG 543

EXISTING ZONING: M-1 & C-2
& R-1
PROPOSED ZONING: PUD

LOT 1 OLD DOMINION
FREIGHT LINE PLAT 1

181/00553-070-540
OLD DOMINION FREIGHT LINES INC
(BK 14198, PG 687)

181/00001-001-172
FOUR MILE DISTRIBUTION I, LLC
(BK 18992, PG 336)

FOUR MILE DISTRIBUTION
CENTER PLAT 1
(BK 18981, PG 592)
FORMERLY PARCEL 2021-126

181/00001-001-128
POLK COUNTY AVIATION AUTHORITY
(BK 8854, PG 236)

PART SE 1/4
SEC. 6-79-23
PARCEL G
(BK 8854, PG 242)

PART SW 1/4 SE 1/4
SEC. 6-79-23

SURVEY
(BK 10640, PG 849)

181/00001-001-135
DEBORAH L. GALLION
(BK 10850, PG 222)

ZONING: M-1

TRACT A
19.07 ACRES

PARCEL A IN
SE 1/4 SEC. 6-79-23
(BK 7359, PG 636)

181/00001-001-131
STEPHEN BANNING TRUST
BETTYE BANNING TRUST
(BK 14425, PG 543)

TRACT B
1.96 ACRES
ZONING: R-1

S. 206.16' OF E. 316.23'
SE 1/4 SE 1/4 SEC. 6-79-23

181/00001-001-102
THERESA & ERIC
NEDDERMEYER
(BK 9829, PG 479)

LOT 1
RUAN CROSSWINDS PLAT 1

181/00554-730-001
RUAN TRANSPORT CORP
(BK 17142, PG 407)

ZONING: C-2

LOT 1
CROSSWINDS PLAT 2
(BK 18322, PG 332)

181/00229-320-012
ALLEGRA IOWA LLC
... (BK 18658, PG 538).

LOT 1
CROSSWINDS PLAT 3
(BK 18456, PG 1)

181/00001-002-2
SEALY SE CROSSWINDS D
(BK 19168, PG 23

181/00001-002-201
DTK PROPERTIES, LLC
(BK 15893, PG 853)

181/14450-075-009
NEXTERA PROPERTIES LLC
(BK 14295, PG 857)

PART LOT 1
NORTHSTAR POWER PLANT 1

Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain - Absent 0
APPROVED
T. Raep Chairperson
Brenda Williams Secretary

OLD DOMINION - REZONING

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

22-077

NO.	REVISION	DATE	BY	FOR:	LOCATION:	SCALE:	DESIGNED BY:	DRAWN BY:
						DWG: 22-077-REZONE - L.DWG	CHECKED BY: DFR	BGH
							DATE: 12/05/2023	
							SHEET 1 OF 1	
							FIELD BOOK:	
							FILE NO.: 22-077	

**OLD DOMINION FREIGHT LINE WEST
SE FOUR MILE DRIVE PROPERTY**

ANKENY, IOWA

**Developed for
OLD DOMINION FREIGHT LINE, INC.
22-077**

PUD PLAN

December 2023

ROLL CALL				
Plan & Zoning Commission				
Ankeny, IA				
Date	January 3, 2024			
Ayes	7	Nays	0	
Abstain	—		Absent	0
APPROVED				
T. Repp		Chairperson		
Brenda Highway		Secretary		

TABLE OF CONTENTS

1. REZONING AMENDMENT REQUEST

- iii Project Resubmittal Letter
- iii Petition Cover Letter
- iii Rezoning Map
- iii Petition for Rezoning

2. PUD PLAN EXHIBITS

- iii PUD Master Plan
- iii Drainage Concept Plan

3. BULK REGULATIONS

- iii Bulk Regulations

4. SUPPORTING EVIDENCE

- iii Supporting Evidence Statement
- iii Vicinity Map and Legal Description
- iii Existing Topography/Drainage Areas
- iii FIRM Drawing
- iii Traffic Generation Projections
- iii Water Usage Calculations

1. REZONING AMENDMENT REQUEST

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

Honorable Mayor and City Council
Plan and Zoning Committee
City of Ankeny
410 W. First Street
Ankeny, Iowa. 50023

RE: OLD DOMINION FREIGHT LINE PUD
PART OF THE SE 1/4 OF SEC. 6,
T79N, R23W

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Seth Collins of Old Dominion Freight Line, please find accompanying the revised PUD Master Plan, PUD Booklets 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 plans illustrate a light industrial use development on approximately 22.03 acres.

Please find accompanying the following items:

- \$660.00 PUD Rezoning Fee
- 8 copies of the PUD Booklet

Due to future improvements of SE Four Mile Drive, we request that construction of the sidewalk be waived until such time that improvements are made to convert the existing rural section into the planned urban roadway section. Also, for site security purposes, the developer requests the use of barbed wire on the perimeter fencing for the site, as well as, the potential for electric fencing dependent upon future security concerns of the Developer. If there are additional questions or comments on this project, please contact me at your convenience. Thank You.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.


Doug Saltsgaver, P.E.
President

ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

November 1, 2023

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 W. First Street
Ankeny, Iowa 50023

RE: OLD DOMINION FREIGHT LINE PUD
PART OF THE SE 1/4 OF SECTION 6, T79N, R23W

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

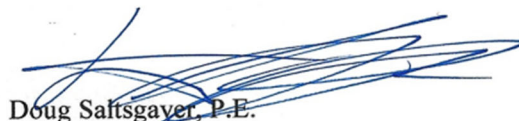
On behalf of Seth Collins of Old Dominion Freight Line, as owner and developer,
we respectfully submit the attached Petition for Rezoning.

This rezoning is for a Planned Unit Development on approximately 23.03 acres in southeast Ankeny in an area that is currently zoned R-1. We are requesting that the properties zoned C-1, M-1 and R-1 be modified to PUD.

Attached is a copy of the petition, the rezoning map, PUD Master Plan and associated information. Please contact our office directly should you have any questions.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.


Doug Saltgaver, P.E.
President

J:\2022 Proj\22-077\Admin\REQUEST-LETTER.docx

2413 GRAND AVENUE • DES MOINES, IOWA 50312

Old Dominion Freight

Old Dominion Freight Line West PUD

PROPERTY DESCRIPTION

The SE 1/4 of the SE 1/4 of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa, subject to legally established highways.

EXCEPTING THEREFROM any part of the above-described property that is contained in the following 7 described parcels:

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
2. Parcel A of Plot of Survey recorded March 15, 1996, in Book 7359, Page 636.
3. Property conveyed from Beasley Farms, Inc., to Polk County Aviation Authority, in Warranty Deed dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 236.
4. Property conveyed from Beasley Farms, Inc., to Knapp-Cowell, L.L.C., an Iowa limited liability company, dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 239.
5. Property conveyed in Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Warranty Deed dated March 17, 2003, recorded April 7, 2003, in Book 9739, Page 126.
6. Parcel 2021-126 of Plot of Survey recorded August 23, 2021, in Book 18711, Page 953.
7. Property conveyed in Amended and Re-recorded Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Amended and Re-recorded Warranty Deed dated March 17, 2003, recorded April 11, 2006, in Book 11603, Page 213.

And

The North 334.38 feet of the South 540.54 feet of the East 316.23 feet of the Southeast Quarter (SE 1/4) of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa.

ALSO DESCRIBED AS:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23, West of the 5th P.M., including all of Parcel A of that Plot of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

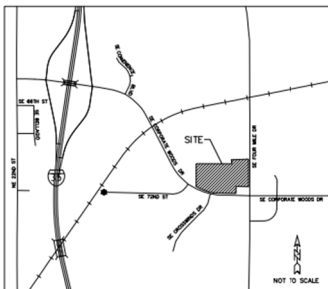
Commencing at the Southeast corner of said Section 6, thence North 00°(degrees) 02'(minutes) 20"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southeast corner of said Parcel A; thence South 00°01'32" West, 156.79 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 9739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence Northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southeast corner of Parcel G in the Southeast Quarter of said Section 6 per that Plot of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°07'41" East, 304.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel 2; thence North 89°25'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°50'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

LAND AREAS

GROSS	959,860 SF	(22.03 AC)
ROAD EASEMENT	43,352 SF	(0.99 AC)
NET	916,508 SF	(21.04 AC)

LOCUNITY MAP



PREPARED FOR

HOYT+BERENYI
346 SEACAST PARKWAY, SUITE 200
MOUNT PLEASANT, SC 29464

KYLE HOYT
(843) 531-5336

RECORD TITLEHOLDERS

TRACT A
BEASLEY FARMS, INC.
1754 S. 40th COURT
WEST DES MOINES, IA 50265
TRUSTEE WARRANTY DEED: BK 8626, PG 335

TRACT B
STEPHEN L. BANNING AND BETTIE J. BANNING,
TRUSTEES OF THE STEPHEN L. BANNING TRUST
AND THE BETTIE J. BANNING TRUST
7140 SE FOUR MILE DRIVE
ANKENY, IA 50021
WARRANTY DEED: BK 14425, PG 543

EXISTING ZONING: M-1 & C-2
& R-1
PROPOSED ZONING: PUD

PART SW 1/4 SE 1/4
SEC. 6-79-23

PARCEL I
(BK 8629, PG 421)
181/00001-001-158
POLK COUNTY AVIATION AUTHORITY
(BK 8874, PG 272)

PART SE 1/4
SEC. 6-79-23

PARCEL G
(BK 8854, PG 242)

181/00001-001-128
POLK COUNTY AVIATION AUTHORITY
(BK 8854, PG 236)

PART SW 1/4 SE 1/4
SEC. 6-79-23
SURVEY
(BK 10640, PG 849)

181/00001-001-135
DEBORAH L. GALLION
(BK 10850, PG 222)

ZONING: M-1

TRACT A
19.07 ACRES

PARCEL A IN
SE 1/4 SEC. 6-79-23
(BK 7359, PG 636)

181/00001-001-131
STEPHEN BANNING TRUST
BETTIE BANNING TRUST
(BK 14425, PG 543)

TRACT B
1.96 ACRES
ZONING: R-1

ZONING: C-2

S. 206.16' OF E. 316.23'
SE 1/4 SE 1/4 SEC. 6-79-23

181/00001-001-102
THERESA & ERIC
NEDDERMEYER
(BK 9829, PG 479)

LOT 1
RUAN CROSSWINDS PLAT 1

181/00554-730-001
RUAN TRANSPORT CORP
(BK 17142, PG 407)

LOT 1
CROSSWINDS PLAT 2
(BK 18372, PG 332)

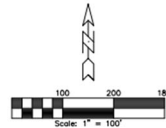
181/00229-320-012
ALLEGRA IOWA LLC
(BK 18658, PG 538)

LOT 1
CROSSWINDS PLAT 3
(BK 18456, PG 1)

181/00001-002-242
SEALY SE CROSSWINDS DRIVE LLC
(BK 19168, PG 234)

181/00001-002-201
DTK PROPERTIES, LLC
(BK 15893, PG 853)

181/14450-075-009
NEXTERA PROPERTIES LLC
(BK 14295, PG 857)



LOT 1 OLD DOMINION
FREIGHT LINE PLAT 1

181/00553-070-540
OLD DOMINION FREIGHT LINES INC
(BK 14198, PG 687)

181/00001-001-172
FOUR MILE DISTRIBUTION I, LLC
(BK 18992, PG 336)

LOT 1
FOUR MILE DISTRIBUTION
CENTER PLAT 1
(BK 18981, PG 592)

FORMERLY PARCEL 2021-126
(BK 18711, PG 953)

LOT 1
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

181/00391-245-001
PENTA PARTNERS LLC
(BK 15275, PG 386)

OUTLOT Z
4 MILE DRIVE INDUSTRIAL
PARK PLAT 1

181/00391-245-002
PURFOODS LLC
(BK 17581, PG 407)

PART LOT 1
NORTHSTAR POWER PLAT 1

OLD DOMINION - REZONING

ERG
Engineering Resource Group, Inc.
2813 GRAND AVENUE
DES MOINES, IOWA 50319
(515) 281-3838

22-077

Old Dominion Freight Line West PUD

Old Dominion Freight Line, Inc.

SIGNED PETITIONS

REZONING FOR OLD DOMINION FREIGHT						
PROPERTY NO.	OWNER	PETITION RECEIVED (X)	IF YES "1"	250' NOTIFICATION AREA (ACRES)	% OF AREA	Response
1	Old Dominion Freight Line, Inc.	X	1	0.51	1.99%	1.99%
2	Penta Partners LLC	X	1	2.86	11.15%	11.15%
3	Purfoods LLC	X	1	2.72	10.61%	10.61%
4	Nextera Properties LLC			0.28	1.09%	0.00%
5	Eric J/Theresa Neddermeyer			0.92	3.59%	0.00%
6	DTK Properties, LLC	X	1	2.26	8.81%	8.81%
7	Sealy SE Crosswinds Drive LLC			2.26	8.81%	0.00%
8	Allegra Iowa LLC			1.83	7.14%	0.00%
9	Ruan Transport Corp.			0.15	0.59%	0.00%
10	Gallion, Deborah L.	X	1	2.81	10.96%	10.96%
11	Polk County /Aviation Authority	X	1	6.78	26.44%	26.44%
12	Four Mile Distribution I LLC	X	1	<u>2.26</u>	<u>8.81%</u>	<u>8.81%</u>
TOTALS				25.64	100.00%	78.78%
	REQUIRED: 60% OF LAND AREA;					

Property Owner: Polk County/Aviation Authority_____

Address: 3700 SE Convenience Blvd. Ankeny, IA_____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Four Mile Distribution 1, LLC_____

Address: 6910 SE Four Mile Drive, Ankeny, IA_____

Signature: _____ Date: 11/1/2023

Printed Name: Doc Piotrowski, SUP Title: Hubbell Realty Company, Officer
HUBBELL REALTY COMPANY

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: _____

Address: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

Legal Description/Address is provided in the attached "Property Description - ODFL Rezoning" document.

request that said real estate be rezoned from its present classification of C-2 / M-1 / R-1 to PUD for the purpose of allowing the following use(s):

Old Dominion Freight Line Trailer Storage Yard.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from C-2/M-1/R-1 to PUD.

Parcel owner(s) signatures

Beasley Farms, Inc. Stephen T. Beasley
(TRACT A, Owner Name)

Stephen T. Beasley
(TRACT A, Signature)

(TRACT B, Owner Name)

(TRACT B, Signature)

Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: C.E. Overbey, Jr.

Date: 10/31/23

Printed Name: C.E. OVERBEY, JR.

Title: SR VP - STRATEGIC DEVELOPMENT

Property Owner: Penta Partners LLC

Address: 7075 SE Four Mile Drive, Ankeny

Signature: _____

Date: _____

Printed Name: _____

Title: _____

City of Ankeny

Page 3 of 7

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

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Parcel owner(s) signatures

Beasley Farms, Inc. Stephen T. Beasley
(TRACT A, Owner Name)

Stephen T. Beasley
(TRACT A, Signature)

(TRACT B, Owner Name)

(TRACT B, Signature)

Parcel owners within 250' of the above tract:

Property Owner: Old Dominion Freight

Address: 6925 SE Four Mile Drive, Ankeny, IA

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Penta Partners LLC

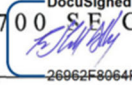
Address: 7075 SE Four Mile Drive, Ankeny

Signature: [Signature] Date: 2003-10-30

Printed Name: THOMAS J. Sisson Title: MANAGER

City of Ankeny

Page 3 of 3

Property Owner: Polk County/Aviation Authority
Address: 3700 SE Convenience Blvd. Ankeny, IA
Signature:  Date: 11/9/23
Printed Name: Todd Ashby Title: Acting Chairperson

Property Owner: Four Mile Distribution 1, LLC
Address: 6910 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: _____
Address: _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Purfoods LLC _____
Address: 3210 SE Corporate Woods Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Nextera Properties LLC _____
Address: 7315 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Eric J./Theresa Neddermeyer _____
Address: 7180 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: DTK Properties, LLC _____
Address: 7460 SE Four Mile Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Sealy SE Crosswinds Drive LLC _____
Address: 7305 SE Crosswinds Drive, Ankeny _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Allegra Iowa LLC _____
Address: 7310 SE Crosswinds Drive, Ankeny _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Ruan Transport Corp. _____
Address: 2005 SE Corporate Woods Drive, Ankeny, IA _____
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Deborah L. Gallion _____
Address: 3700 SE Convenience Blvd., Ankeny, IA _____
Signature: Deborah L. Gallion Date: 11-6-23
Printed Name: Deborah L Gallion Title: owner

Property Owner: Purfoods LLC _____

Address: 3210 SE Corporate Woods Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Nextera Properties LLC _____

Address: 7315 SE Four Mile Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Eric J./Theresa Neddermeyer _____

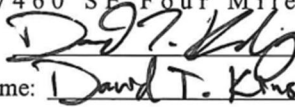
Address: 7180 SE Four Mile Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: DTK Properties, LLC _____

Address: 7460 SE Four Mile Drive, Ankeny, IA _____

Signature:  _____ Date: 10/30/23

Printed Name: David T. Kinsley _____ Title: Owner

Property Owner: Sealy SE Crosswinds Drive LLC _____

Address: 7305 SE Crosswinds Drive, Ankeny _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Allegra Iowa LLC _____

Address: 7310 SE Crosswinds Drive, Ankeny _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Ruan Transport Corp. _____

Address: 2005 SE Corporate Woods Drive, Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Property Owner: Deborah L. Gallion _____

Address: 3700 SE Convenience Blvd., Ankeny, IA _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Old Dominion Freight Line, Inc.

Old Dominion Freight Line West PUD

Property Owner: Purfoods LLC
Address: 3210 SE Corporate Woods Drive, Ankeny, IA
Signature: Emily Kamish Date: 11-2-23
Printed Name: Emily Kamish Title: Director

Property Owner: Nextera Properties LLC
Address: 7315 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Eric J./Theresa Neddermeyer
Address: 7180 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: DTK Properties, LLC
Address: 7460 SE Four Mile Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Sealy SE Crosswinds Drive LLC
Address: 7305 SE Crosswinds Drive, Ankeny
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Allegra Iowa LLC
Address: 7310 SE Crosswinds Drive, Ankeny
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Ruan Transport Corp.
Address: 2005 SE Corporate Woods Drive, Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

Property Owner: Deborah L. Gallion
Address: 3700 SE Convenience Blvd., Ankeny, IA
Signature: _____ Date: _____
Printed Name: _____ Title: _____

2. PUD PLAN EXHIBITS

3. BULK REGULATIONS

OLD DOMINION FREIGHT LINE PUD BULK REGULATIONS

Light Industrial Use

- This project consists of three existing tax parcels that will be combined via a future Final Plat and developed for Old Dominion Freight Line relay parking lot.
- The provisions of Chapter 192.12, M-1 Light Industrial District Regulations of the City of Ankeny Municipal Code are incorporated as the basis for zoning except where listed as follows.
- The following uses shall be prohibited in the Old Dominion Freight Line development:

Chapter 192.12.1

- I. Circus, carnival or similar transient enterprise; provided, that such structures or buildings shall be at least two hundred feet from any R district.
- J. Coal yard, coke yard or wood yard.
- N. Enameling, lacquering or japanning.
- O. Foundry casting lightweight nonferrous metals or electric foundry not causing noxious fumes or odors.
- P. Experimental, film or testing laboratories.
- Q. Livery stable or riding academy.
- X. Sawmill and planing mill including manufacture of wood products not involving chemical treatment.
- Y. The manufacturing, compounding, processing, packaging or treatment of cosmetics, pharmaceuticals and food products, except fish and meat products, cereals, sauerkraut, vinegar, yeast, stock feed, flour; and the rendering or refining of fats and oils.
- Z. The manufacturing, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as bone, cloth, cork, fiber, leather, paper, plastics, metals or stones, tobacco, wax, yarns and wood.
- CC. Vulcanizing, retreading and recapping of tires.

- Area and Size regulations shall be as follows:

Building Setbacks:	
Front Yard:	75 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 the lot, the rear yard requirements need not apply.
Max. Height:	50 Feet
Max. Stories	3 Stories
Min. Fence Setback	50 Feet along street right-of-way
Min. Pavement Setback	60 Feet along street right-of-way, 10 feet on all other locations
- Off-street parking and loading. Spaces for off-street parking and loading shall be provided in accordance with the provisions of Section 194.01 of the Zoning Ordinance.
- The parking areas along SE Four Mile Drive shall be screened from public right-of-way by a combination of landscaping and earth berms. These berms shall be a minimum of six (6) feet above the existing grade at the right-of-way and be planted with trees and shrubs to create a Type 'C' screen. This same screen will be used along the southern portion of the east property line that is adjacent to an existing residence.
- Site lighting will be handled by 35' to 40' tall pole mounted lights. Light fixtures will include 1000 watt metal halide fixtures or other fixture types and shall be oriented on-site such that they direct light downward and keep light from encroaching into the right-of-way of SE Four Mile Drive or any neighboring property.
- Typical site fencing will consist of 8' of chain link fencing with 1' of 3-strand barb wire above, facing outwards. The Owner may also add interior electric fencing depending upon final security requirements for the site.

4. SUPPORTING EVIDENCE

OLD DOMINION FREIGHT LINE PUD SUPPORTING EVIDENCE STATEMENT

STORM WATER MANAGEMENT

This development generally drains to the south into an un-named waterway. As part of the site development, private storm sewer and or open ditches will be used to convey drainage to one or more on-site detention basins. The detention basin(s) will be provided as per City requirements as part of the Site Plan approval process. Un-named waterway to the south of the site is a FEMA regulated channel adjacent to this property. The 100-year floodplain is on the south side of the property. (See the attached drainage map and FIRM map.)

SANITARY SEWER

If required, the site will be serviced by an existing 8-inch sanitary sewer main running through the eastern portion of the site. This site is located within the Crosswinds Sanitary Sewer Connection Fee District 1.

WATER MAIN

Water service to this site will be provided by the existing 12-inch main that runs along the east side of SE Four Mile Drive. This site is located with the Crosswinds Water Connection Fee District 1.

FRANCHISE UTILITIES

The electric, telephone, and cable television and other franchise utilities are proposed for installation along the existing roadway within a public utility easement. The gas main will be located in a gas easement adjacent to the right-of-way.

SIGNAGE

All proposed signs will conform to City of Ankeny sign requirements. Details such as sign locations, sizes, materials, etc. will be provided as part of the City's Site Plan approval process.

PUBLIC STREETS

No public streets are proposed with this development. The development of this site will access the existing SE Four Mile Drive (NE 29th Street). SE Four Mile Drive is classified as a minor arterial street and ultimately will be subject to access control provisions. As such, entrance locations to this site will need to match the planned access locations for this roadway.

OPEN SPACE, LANDSCAPING AND PARKING LOT SHADING

Unique features, such as heavy tree cover on the south and a flood plain exists on the perimeter of the site that questions the need for full perimeter screening. The final Site Plan will include calculations for the planting requirements for this site. Due to the potential number of trees required for screening, open space and pavement shading on this site, the Developer will work with Staff during final Site Plan design to develop a landscape plan that meets the intent of the Ordinance.

VICINITY MAP AND LEGAL DESCRIPTION

A map showing the location of the site. The site is a hatched rectangular area located at the intersection of SE Corporate Woods Dr and SE 72nd St. SE Corporate Woods Dr runs diagonally from the top left to the bottom right. SE 72nd St runs horizontally across the middle. SE 66th St runs horizontally at the top. SE 4th Mile Dr runs vertically on the right side. SE Crosswinds Dr runs diagonally from the bottom left to the top right. NE 22nd St runs vertically on the far left. A highway labeled 35 runs vertically through the center. A north arrow is located in the bottom right corner, pointing upwards. The text "NOT TO SCALE" is written below the north arrow.

Property Description – ODFL Rezoning

The SE 1/4 of the SE 1/4 of Section 6, Township 79 North, Range 23, West of the 5th P.M., Polk County, Iowa, subject to legally established highways.

EXCEPTING THEREFROM any part of the above-described property that is contained in the following 7 described parcels:

1. The South 206.16 feet of the East 316.23 feet of the SE 1/4 of the SE 1/4 of said Section 6.
2. Parcel A of Plat of Survey recorded March 18, 1996, in Book 7359, Page 636.
3. Property conveyed from Beasley Farms, Inc., to Polk County Aviation Authority, in Warranty Deed dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 236.
4. Property conveyed from Beasley Farms, Inc., to Knapp-Elwell, L.C., an Iowa limited liability company, dated October 30, 2000, recorded June 1, 2008, in Book 8854, Page 239.
5. Property conveyed in Warranty Deed from Beasley Farms, Inc., an Iowa corporation, to Polk County, in Warranty Deed dated March 17, 2003, recorded April 7, 2003, in Book 9739, Page 126.
6. Parcel 2021-126 of Plat of Survey recorded August 23, 2021, in Book 18711, Page 953.
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And

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Also described as:

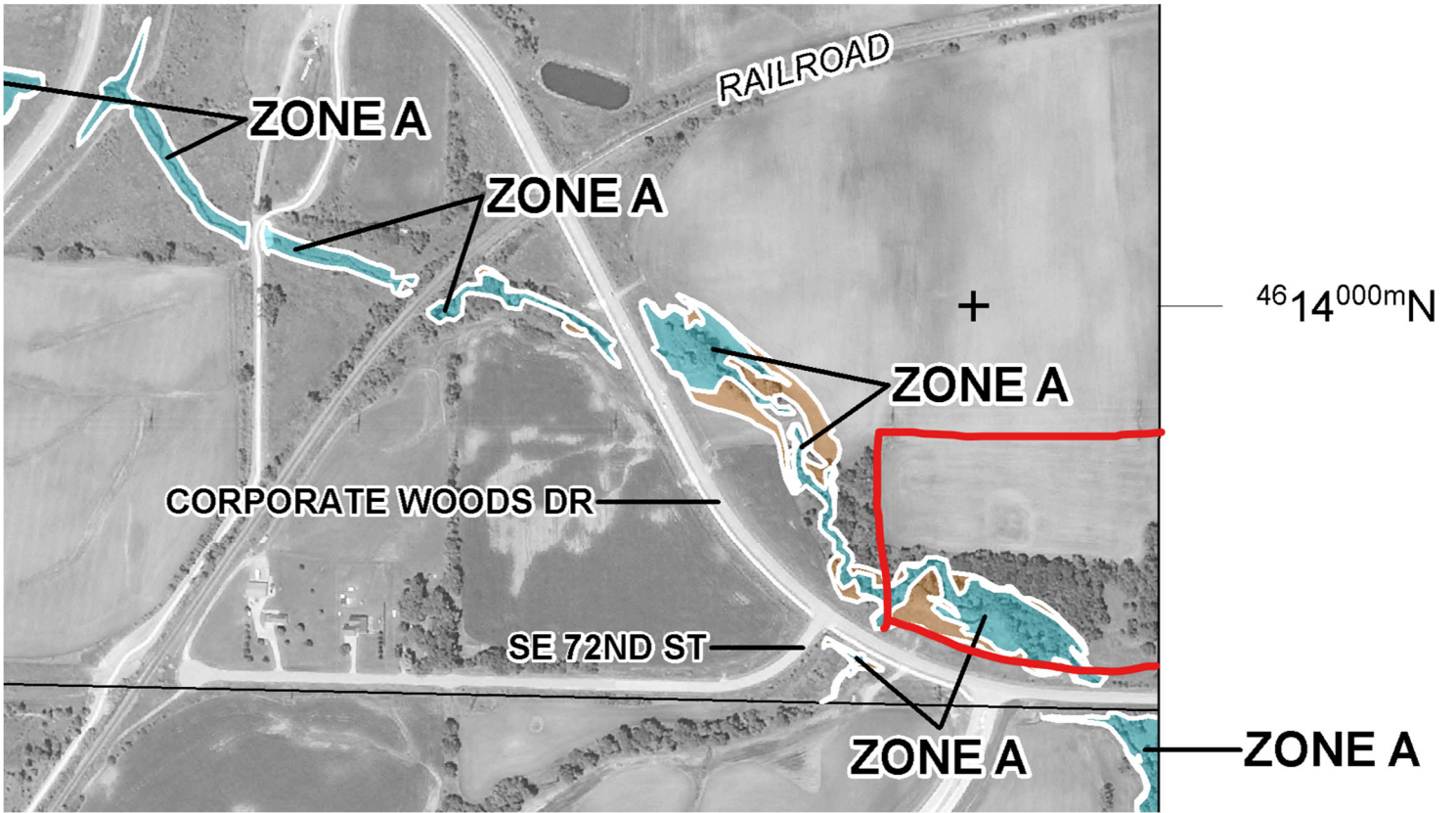
Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., including all of Parcel A of that Plat of Survey filed in Book 7359 at Page 636 in the Office of the Recorder for Polk County, Iowa, all now included in and forming a part of the City of Ankeny, Polk County, Iowa, being more particularly described as follows:

Commencing at the Southeast corner of said Section 6; thence North 00°(degrees) 02'(minutes) 30"(seconds) East, 206.76 feet along the East line of the Southeast Quarter of said Section 6 to the POINT OF BEGINNING at the Southeast corner of said Parcel A; thence North 88°32'49" West, 315.92 feet along the South line of said Parcel A to the Southwest corner of said Parcel A; thence South 00°01'32" West, 156.75 feet to the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 11603 at Page 213 in the Office of the Recorder for Polk County, Iowa; thence North 88°32'49" West, 582.22 feet along the North right-of-way line of said Corporate Woods Drive/SE 72nd Street to a point on the North right-of-way line of Corporate Woods Drive/ SE 72nd Street as established in that Warranty Deed filed in Book 9739 at Page 126 in the Office of the Recorder for Polk County, Iowa; thence northwesterly 460.56 feet along the arc of a curve in the North right-of-way line of said Corporate Woods Drive/SE 72nd Street concave northeasterly and having a radius of 1,370.00 feet, a central angle of 19°15'41", and a 458.40 feet long chord that bears North 69°05'46" West to the West line of the Southeast Quarter of the Southeast Quarter of said Section 6; thence North 00°07'24" East, 576.33 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the Southwest corner of Parcel G in the Southeast Quarter of said Section 6 per that Plat of Survey filed in Book 8854 at Page 242 in the Office of the Recorder for Polk County, Iowa; thence South 89°57'41" East, 904.87 feet along the South line of said Parcel G to the Southeast corner of said Parcel G; thence North 08°28'40" West, 104.58 feet along the East line of said Parcel G to the Southwest corner of FOUR MILE DISTRIBUTION CENTER PLAT 1, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa; thence North 87°56'11" East, 436.27 feet along the South line of said FOUR MILE DISTRIBUTION CENTER PLAT 1 to the East line of said Section 6; thence South 00°02'30" West, 724.46 feet along the East line of said Section 6 to the point of beginning.

Containing 22.03 acres, of which 0.99 acres is contained in present road right-of-way easement.

EXISTING TOPOGRAGHY / DRAINAGE AREAS

FIRM DRAWING





NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

POLK COUNTY, IOWA
AND INCORPORATED AREAS

PANEL **215** OF **555**



FEMA

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
ANKENY, CITY OF	190226	0215	F
DES MOINES, CITY OF	190227	0215	F
POLK COUNTY	190901	0215	F

VERSION NUMBER
2.2.2.1

MAP NUMBER
19153C0215F

EFFECTIVE DATE
FEBRUARY 1, 2019

TRAFFIC GENERATION PROJECTIONS

memo

Kimberley L. Rouse Engineering

To: Leslie Hart
City of Ankeny

From: Kim Rouse
KLR Engineering

CC: Kyle Hoyt – Hoyt+Berenyi
Doug Saltsgaver – ERG Corp

Date: September 16, 2023

Re: Old Dominion Freight Line
Trip Generation and Distribution

As requested by the City of Ankeny, Kimberley L. Rouse Engineering (KLR) has reviewed the trip generation and distribution for the proposed relay lot for Old Dominion Freight Line (ODFL). **Figure 1** shows the site plan.

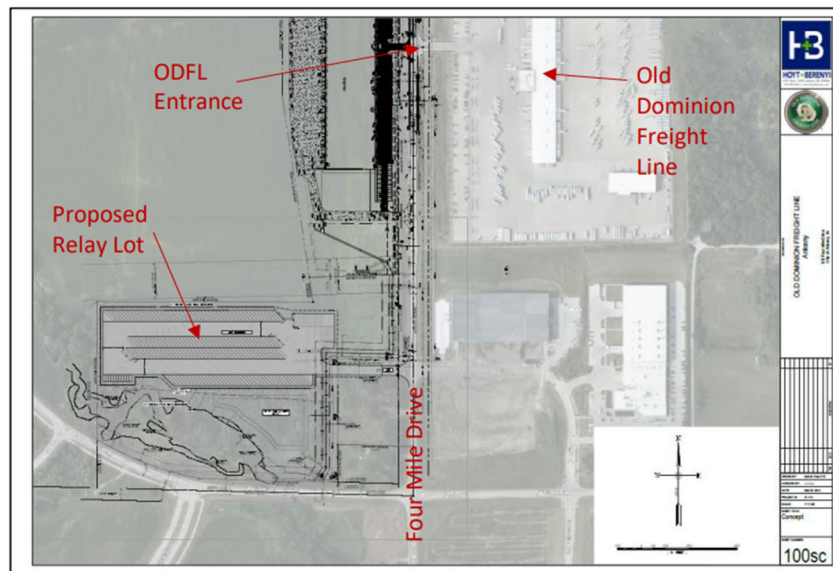


Figure 1 – Site Plan

Trip Generation

Old Dominion Freight Line (ODFL) is proposing a trailer relay lot with 196 parking spaces. A relay lot is an area where trucks can exchange trailers without having to enter the Old Dominion shipping yard. The trips that will be generated by a relay lot are existing trips that would have entered the Old Dominion shipping yard. The majority of the impact of the relay lot on the Four Mile Drive traffic will be from the Old Dominion shipping yard south to the relay lot and vice versa.

ODFL provided daily traffic numbers that would be using the relay lot. Typical daily peak hours of the shipping yard lot are 7:00-10:00 AM and 4:00-6:00 PM, with downtime from 11:00 AM -3:00 PM. The peak hours of the relay lot are anticipated to be midnight to 7:00 AM. After reviewing the shipping numbers provided, it is assumed that approximately 328 trips daily (163 in/165 out) enter ODFL. Approximately 114 trips (57 in/57 out) of those daily trips could potentially use the relay lot. Approximately 95% of the trucks accessing ODFL do so from the south using Corporate Woods Drive.

Traffic counts were taken at the ODFL entrance between the hours of 7:00-9:00 AM and 4:00-6:00 PM.

The **Table 1** shows the existing traffic counts at the ODFL entrance and Four Mile Drive taken on August 9, 2023. **Table 2** shows just the tractor trailers entering/exiting the ODFL existing site.

Table 1 – ODFL Entrance and Four Mile Drive

Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM	0	4	3	0	7	0	2	0	1	0	0	0
7:15 AM	0	9	2	0	9	0	1	0	0	0	0	0
7:30 AM	0	8	5	2	12	0	8	0	1	0	0	0
7:45 AM	0	9	11	0	16	0	2	0	2	0	0	0
8:00 AM	0	10	6	1	15	0	7	0	1	0	0	0
8:15 AM	0	11	7	0	14	0	4	0	1	0	0	0
8:30 AM	0	7	6	2	5	0	6	0	1	0	0	0
8:45 AM	0	9	8	0	11	0	3	0	3	0	0	0
Total	0	67	48	5	89	0	33	0	10	0	0	0
Peak Hour Total	0	38	29	3	57	0	21	0	5	0	0	0
Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
4:00 PM	0	12	2	2	16	0	7	0	1	0	0	0
4:15 PM	0	10	6	1	17	0	2	0	0	0	0	0
4:30 PM	0	30	7	1	20	0	10	0	5	0	0	0
4:45 PM	0	17	4	1	18	0	4	0	3	0	0	0
5:00 PM	0	21	1	0	20	0	5	0	0	0	0	0
5:15 PM	0	19	9	0	24	0	5	0	1	0	0	0
5:30 PM	0	13	7	1	10	0	2	0	2	0	0	0
5:45 PM	0	10	3	0	11	0	1	0	0	0	0	0
Total	0	132	39	6	136	0	36	0	12	0	0	0
Peak Hour Total	0	87	21	2	82	0	24	0	9	0	0	0

Table 2 – ODFL Entrance and Four Mile Drive – Entering/Exiting Tractor Trailers

Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00 AM												
7:15 AM												
7:30 AM			1	1			4					
7:45 AM			5	0			2		1			
8:00 AM			3	0			4		0			
8:15 AM			2	0			2		0			
8:30 AM			0	2			1		0			
8:45 AM			2	0			2		0			
Total	0	0	13	3	0	0	15	0	1	0	0	0
Peak Hour Total	0	0	11	1	0	0	12	0	1	0	0	0

Street Name	Four Mile Drive - Northbound			Four Mile Drive - Southbound			ODFL Entrance- Westbound			Office Building Entrance - Eastbound		
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
4:00 PM			2	0			3					
4:15 PM			6	1			1					
4:30 PM			4	0			1					
4:45 PM			2	0			2					
5:00 PM			0	0			2					
5:15 PM			4	0			2					
5:30 PM			4	1			1		1			
5:45 PM												
Total	0	0	22	2	0	0	12	0	1	0	0	0
Peak Hour Total	0	0	10	0	0	0	7	0	0	0	0	0

Figures 2 and 3 show the existing AM and PM peak hours of traffic.

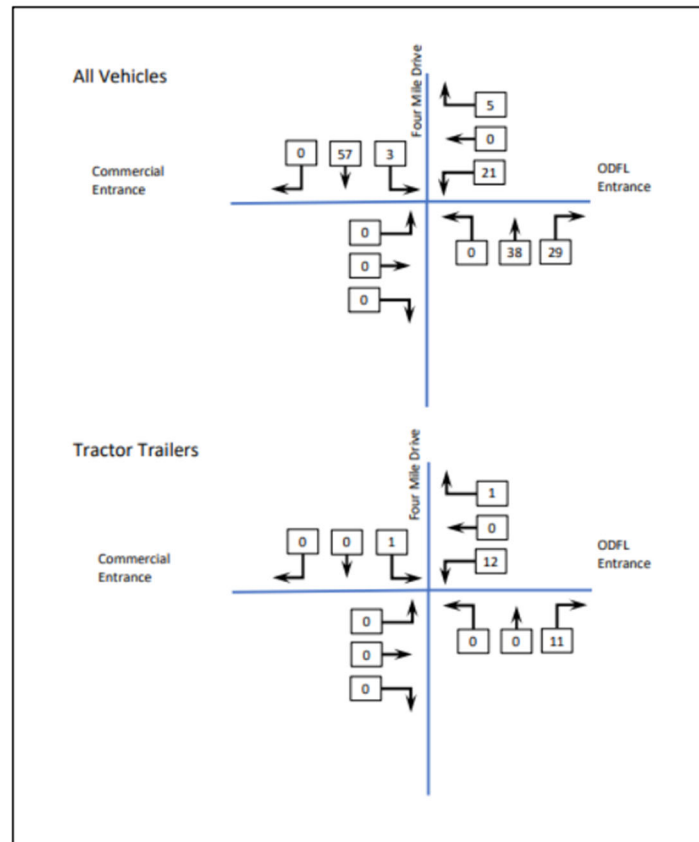


Figure 2 – Existing AM Peak – 7:30-8:30

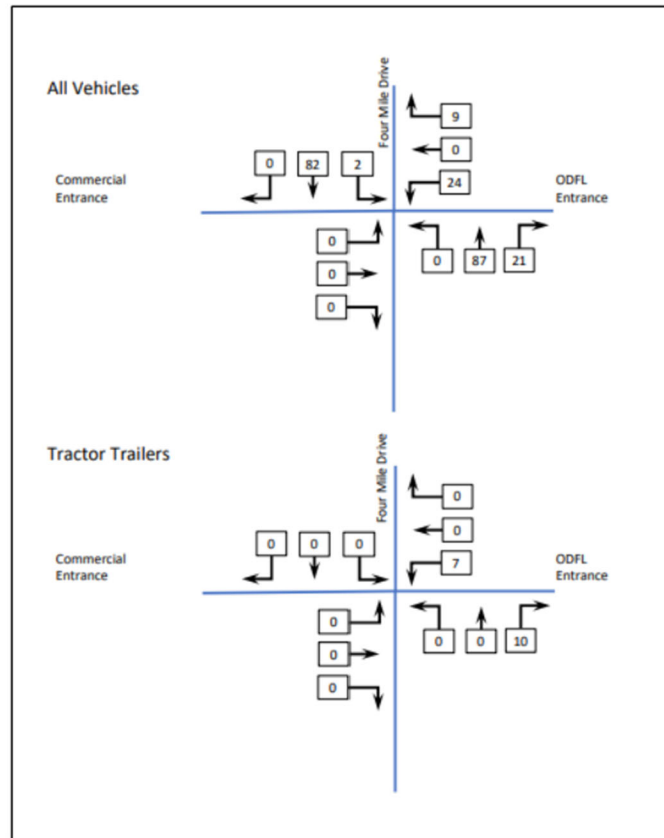


Figure 3 – Existing PM Peak – 4:30-5:30

When redistributing the tractor trailers to use the relay lot, based on empirical trip data provided for the ODFL facility, 65% of the trucks would still use the ODFL site. **Figures 4 and 5** show the redistributed trips for the AM and PM peaks.

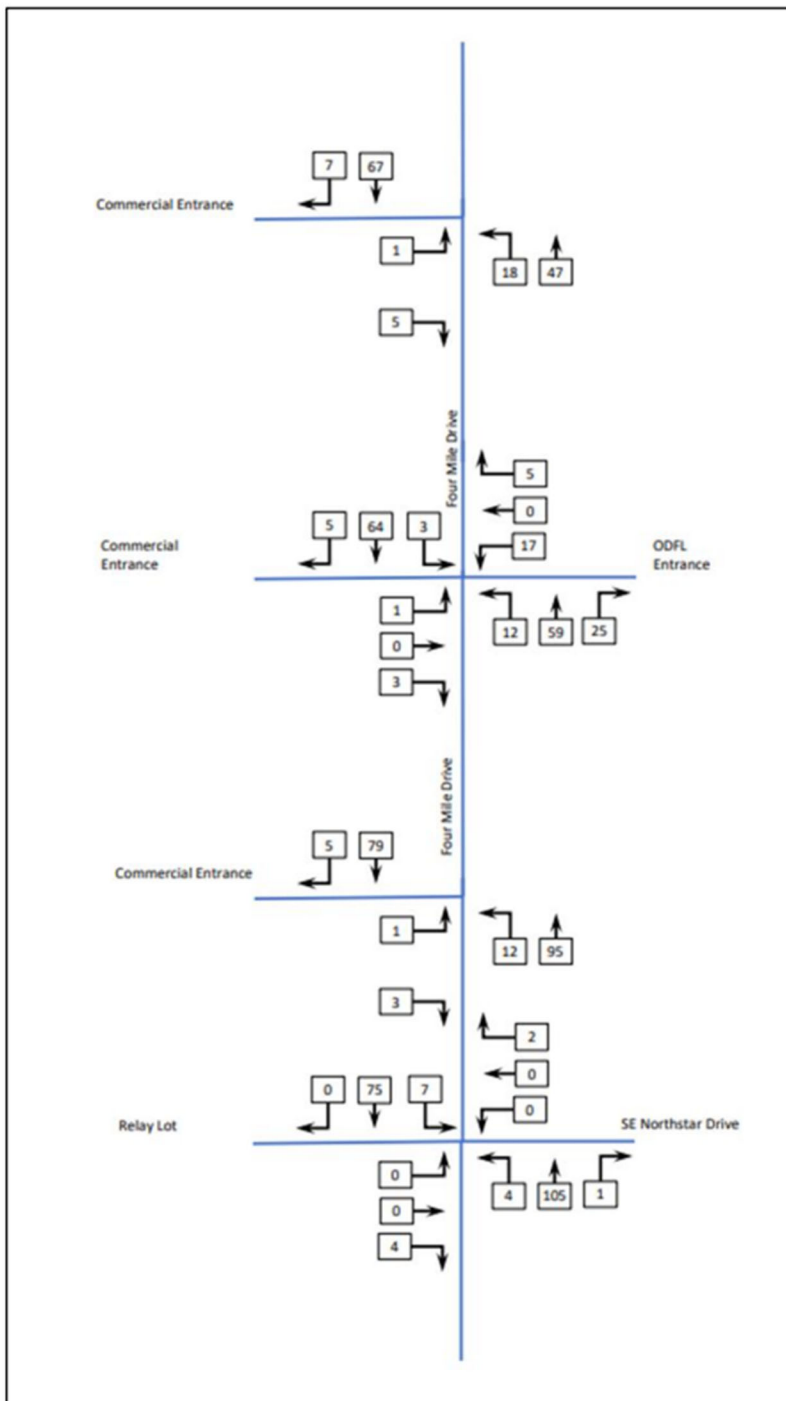


Figure 4 – AM Peak – Existing Counts Redistributed

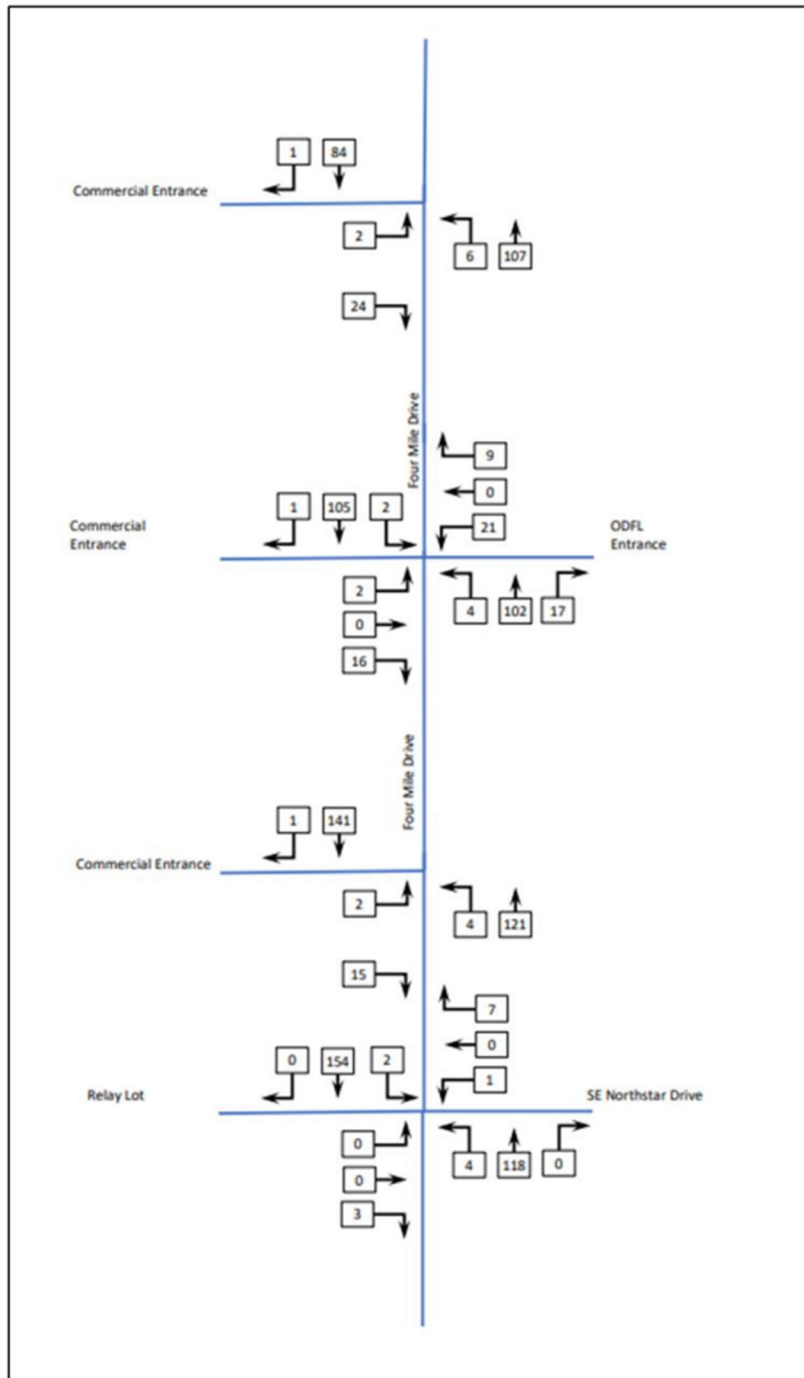


Figure 5 – PM Peak – Existing Counts Redistributed

Turn Lane Warrants

“NCHRP Report 745: Left-Turn Accommodations at Unsignalized Intersections” was used to evaluate the need for left turning bays at the proposed relay lot location. **Table 3 and Figure 6** show the information needed to determine if a left-turn bay is required. The PM peak is likely the worst-case scenario, so it was used to determine left-turn lane warrants. A left-turn lane will likely not be warranted at the relay lot entrance for northbound traffic.

Table 3 – Recommended left-turn lane warrants for rural two-lane highways

Left-Turn Lane Peak-Hour Volume (veh/hr)	Three-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Bypass Lane	Three-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Left-Turn Lane	Four-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Bypass Lane	Four-Leg Intersection, Major Two-Lane Highway Peak-Hour Volume (veh/hr/ln) That Warrants a Left-Turn Lane
5	50	200	50	150
10	50	100	< 50	50
15	< 50	100	< 50	50
20	< 50	50	< 50	< 50
25	< 50	50	< 50	< 50
30	< 50	50	< 50	< 50
35	< 50	50	< 50	< 50
40	< 50	50	< 50	< 50
45	< 50	50	< 50	< 50
50 or More	< 50	50	< 50	< 50

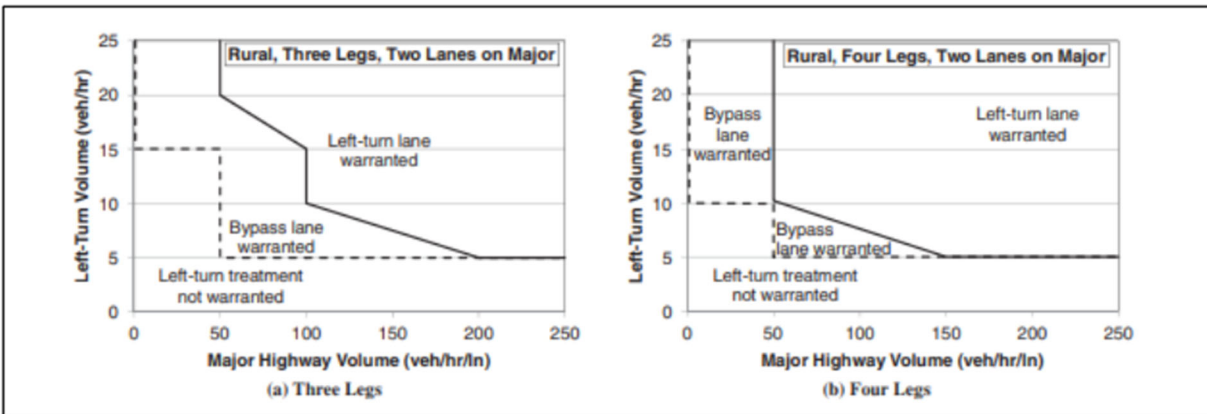


Figure 6 -Recommended left-turn treatment warrants for rural two-lane highways

Conclusion

Based on the assumptions stated in the report and resulting analysis, a left-turn lane is likely not warranted for northbound traffic at the relay lot entrance.

WATER USAGE CALCULATIONS

Note: The current project does not include any buildings which would need domestic or fire protection water service.

D. Density table

Table 1: Minimum Values

LAND USE	AREA DENSITY	UNIT DENSITY	<u>RATE</u>
Low Density (Single Family) Residential	JO people/ AC	3.3 people / unit	100 gpcd*
Medium Density (Multi-Family) Residential	12 to 15 people/ AC 6.0 people/ duplex	3.3 people / unit	100 gpcd*
High Density (Multi-Family) Residential	20 to 75 people / AC	2.5 people / unit	100 gpcd*
Office & Institutional	.5,000 gpd / AC (IDNR)	Special Design Density	
Commercial & Light Industrial	5,000 gpd/AC (<i>IDNR</i>)	Special Design Density	
Industrial	10,000 gpd/AC (IDNR)	Special Design Density	

* Iowa Department of Natural Resources (IDNR) - Dry Weather Flow - One hundred gallons per capita per day (gpcd) should be used in design calculations as the minimum average dry weather flow. This 100 gpcd value may, with adequate justification, include maximum allowable infiltration for proposed sewer lines.

Note: If the Project Engineer uses values different from the above table, approval by the Jurisdictional Engineer is required.

E. Special design densities

Special design densities should be subject to approval by the Jurisdiction Engineer based on methodology provided by the Project Engineer.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2162:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area A) (PH 2024-05).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2162 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2162.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Rezoning Area A Exhibit
 PUD Book

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PLANNED UNIT DEVELOPMENT, PUD, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 36.60-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to Planned Unit Development, PUD (Rezoning Area A); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny Iowa, this 4th, day of March, 2024.

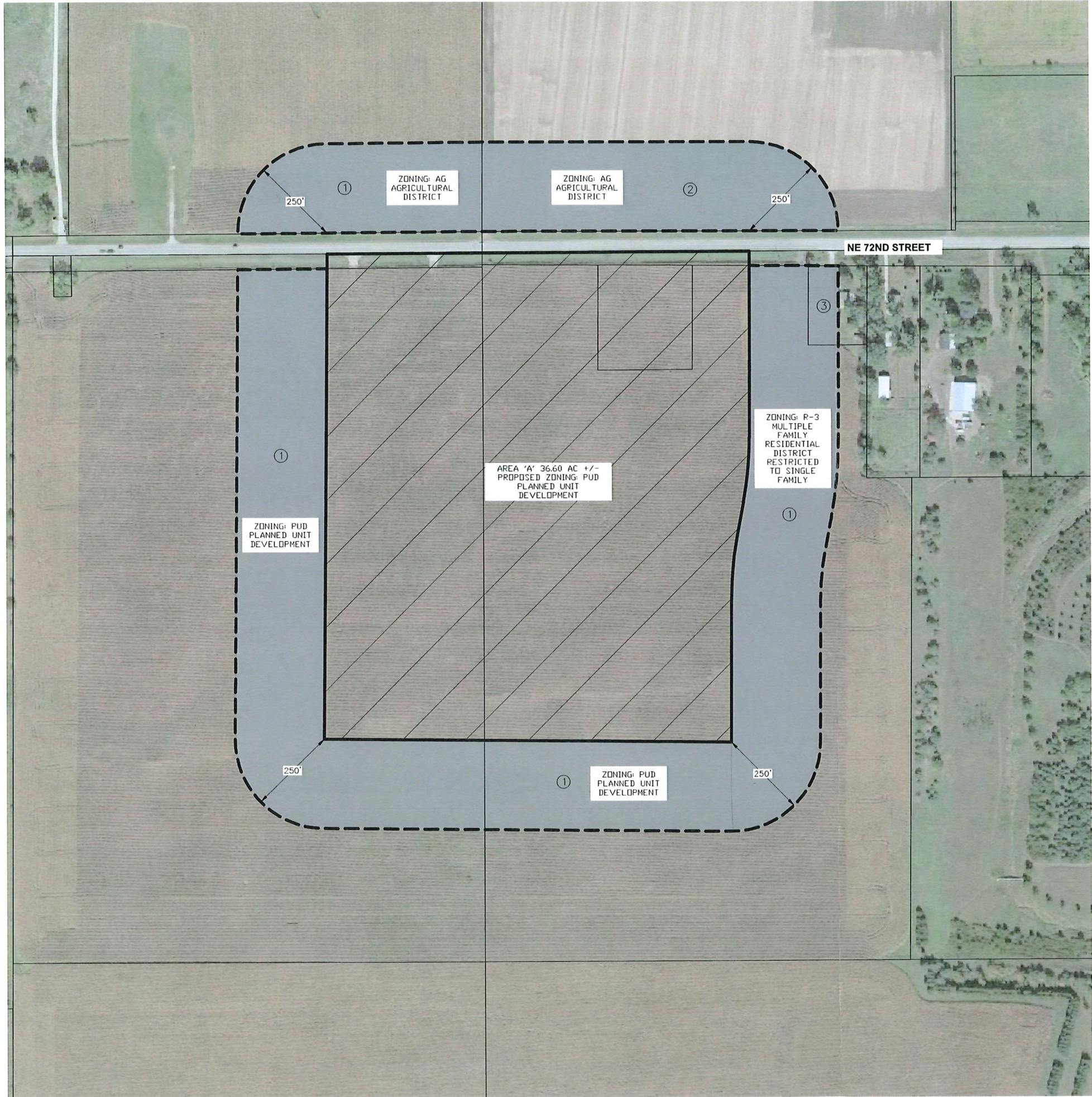
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

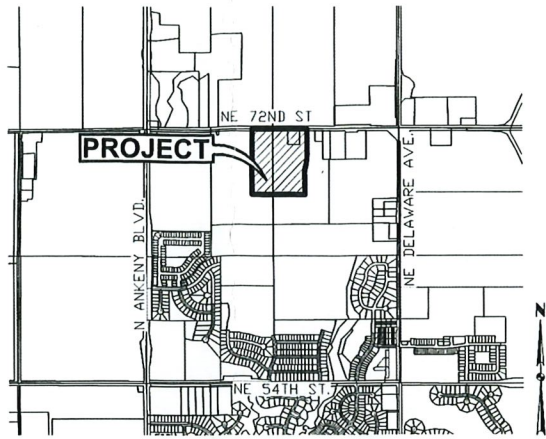
**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 2/5/24 (P. Hrg.)
2nd Con 2/19/24
3rd Con 3/4/24**



VICINITY MAP

SCALE 1"=2000'



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'A':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	27.24	82.29%	X
2	NORTHSTAR LTD	5.43	16.40%	
3	HUSS, EMILY & KEVIN	0.43	1.31%	
		33.10	100.00%	82.29%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain — Absent 0
APPROVED
Ti Rapp Chairperson
Shanda Chapman Secretary

REVISIONS
DATE
10/20/2023
FIRST SUBMITTAL
TECH: MAE / MST
ENGINEER: EKO



HOPE KIMBERLEY PROPERTY
REZONING MAP - AREA 'A'
ANKENY, IOWA

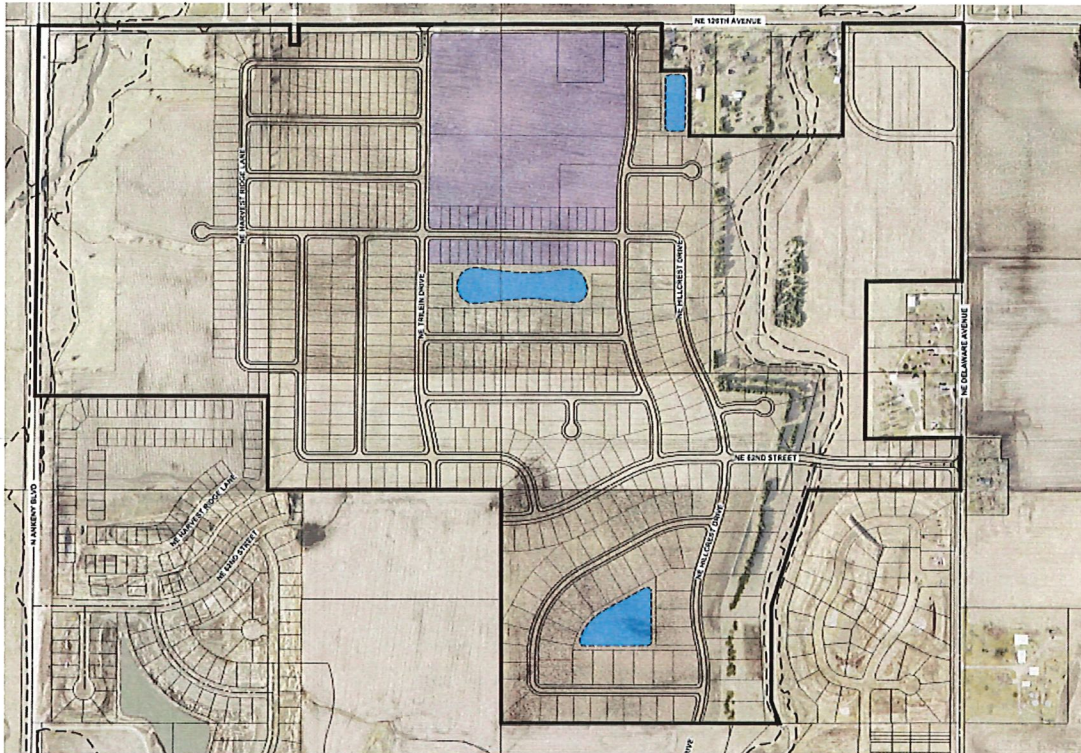
RECEIVED
NOV 09 2023

CITY OF ANKENY



HOPE KIMBERLEY PROPERTY

PLANNED UNIT DEVELOPMENT – PHASE 2



CITY OF ANKENY

Applicant:

Hope Kimberley, LLC
2785 N. Ankeny Blvd, Ste 22
Ankeny, Iowa 50023

Prepared by:



ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	<u>January 3, 2024</u>
Ayes	<u>7</u> Nays <u>0</u> Abstain <u>—</u> Absent <u>0</u>
APPROVED	
<u>T. Rapp</u>	Chairperson
<u>Brenda Lutzberg</u>	Secretary

November 21, 2023

HOPE KIMBERLEY PROPERTY

Planned Unit Development

TABLE OF CONTENTS

1 THE PLAN

Overview Narrative
PUD Master Plan
Bulk Regulations

2 REZONING REQUEST

Rezoning Petition
Rezoning Map

3 SUPPORTING EVIDENCE

Supporting Evidence Statement
Parkland Dedication Calculation
Parkland Exhibit

4 ARCHITECTURAL CHARACTER

Architectural Character Statement

THE PLAN

Hope Kimberley Property - Ankeny

OVERVIEW NARRATIVE

The Hope Kimberley property consists of 284.22 acres offering a variety of uses including single-family residential, multi-family residential, commercial and parkland. The property is generally located west of NE Delaware Avenue, south of NE 72nd Street and east of Highway 69 (North Ankeny Boulevard). The property was annexed into the City of Ankeny in 2022 and came into the city as an R-1 zoning classification.

A portion of the property (36.60 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet and the development of multi-family residential housing. This product allows further diversity within the development and will allow a more affordable product for the residents. A city neighborhood park is being proposed that will be situated between the single family residential and multi-family residential properties. An additional park is being proposed in the northwest corner of the development that will be situated off a creek that runs north/south through the development.

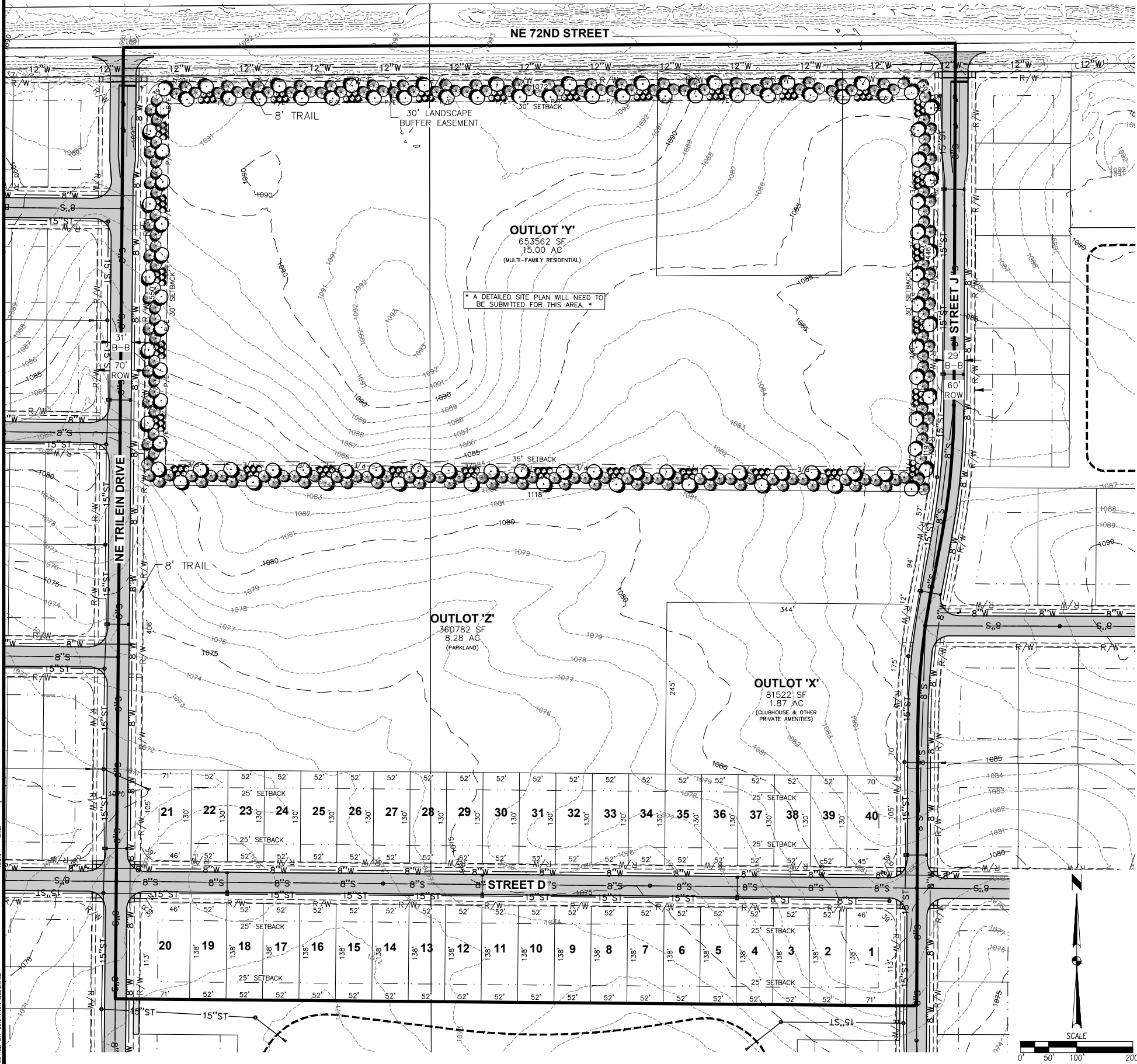
Architecture will be enhanced to maintain curb appeal and blend into the other residential products by providing additional features such as front porches, stone/brick on the front elevation, front dormers, columns, front window accents and varied roof articulations. Examples of the architecture can be found further into this document.

This PUD establishes bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use, public street locations and city park location. A preliminary plat will be prepared for review by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

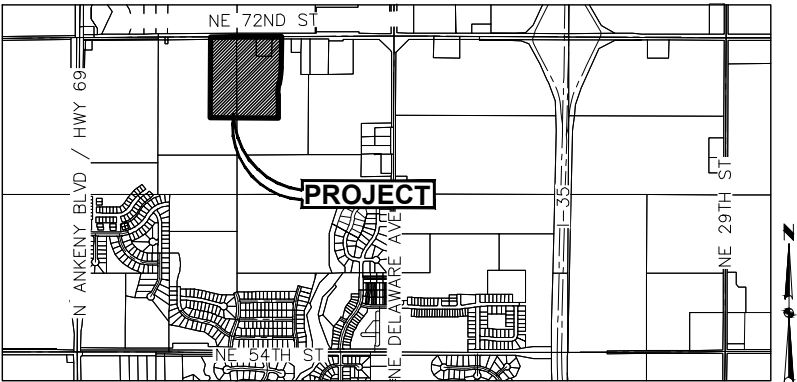
As detailed throughout the information provided, the Hope Kimberley PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing smaller lot sizes and a reduction in building setbacks. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development. A variety of architectural elements are being added to the homes being built within the PUD area to enhance curb appeal and additional landscaping is required to provide more trees to the property.

HOPE KIMBERLEY - AREA "A"

P.U.D. CONCEPTUAL PLAN



VICINITY MAP



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400

ZONING

EXISTING: R-1: SINGLE FAMILY RESIDENCE DISTRICT
PROPOSED: P.U.D.: PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

PUD:
SETBACKS:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 5 FEET

MINIMUM LOT WIDTH = 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH = 75 FEET

NOTE: A MINIMUM OF ONE OVERSTORY / ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

R-3:
SETBACKS:
FRONT YARD = 30 FEET
REAR YARD = 35 FEET
SIDE YARD = 1 STORY - 15' (MIN. 7' ON ONE SIDE)
= > 1 STORY - 17' (MIN. 8' ON ONE SIDE)
= MULTIPLE FAMILY DWELLING - 1 STORY - 20' (MIN. 8' ON ONE SIDE)
= MULTIPLE FAMILY DWELLING - > 1 STORY - 22' (MIN. 9' ON ONE SIDE)

MAXIMUM DENSITY = 18 UNITS/AC.

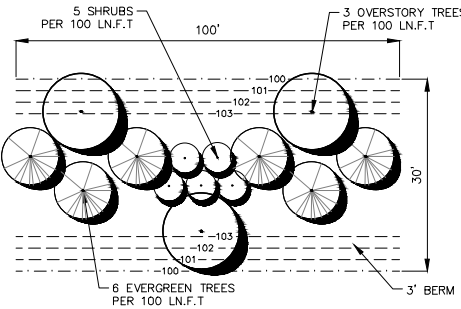
NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE EXCEPT ALONG THE SOUTH SIDE OF NE 72ND STREET AND EAST SIDE OF NE TRILEIN DRIVE WHICH REQUIRES AN 8' TRAIL.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
6. ANY CHANGE TO OUTLOT 'X' WILL REQUIRE A PUD AMENDMENT.
7. IF MONUMENT SIGNS ARE BEING PROPOSED FOR THE OVERALL DEVELOPMENT THEY SHALL BE OWNED AND MAINTAINED BY A HOME OWNER'S ASSOCIATION.
8. SANITARY SEWER CAPACITIES WILL NEED TO BE EVALUATED AT THE TIME THE MULTI-FAMILY PROJECT IS DEVELOPED.

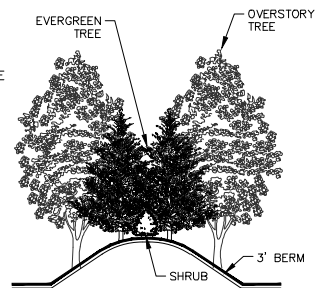
P.U.D. LEGAL DESCRIPTION - AREA 'A'

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.



CLASS 'C' SCREEN (100' TYP.)



CLASS 'C' SCREEN (SECTION)

Hope Kimberley Property – Ankeny Planned Unit Development

BULK REGULATIONS

AREA 'A' – SINGLE-FAMILY RESIDENTIAL (50'+ Lots)

- Detached homes with minimum two-car attached
- Minimum Lot Width at front yard setback – 50 feet (One-Family Homes)
- Minimum Lot Width at front yard setback – 75 feet (Two-Family Homes)
- Minimum Lot Area – 6,000 s.f. (One-Family Home)
- Minimum Lot Area – 10,000 s.f. (Two-Family Home)
- Minimum Yard Requirements:
 - Front – 25 feet
 - Rear – 25 feet (covered or non-covered decks may extend into rear yard setback)
 - Side – 10 feet total (min. 5' one side)
- Additional Landscaping: A minimum of one overstory/ornamental tree shall be planted within the front yard of each lot.
- R-3 Zoning Regulations shall apply to any items not covered within this PUD

AREA 'A' – MULTI-FAMILY RESIDENTIAL

- R-3 Zoning Regulations shall apply to any items not covered within this PUD
- Minimum Yard Requirements:
 - Front – 30 feet
 - Rear – 35 feet
 - Side – 20 feet total (Min. 8' on one side) – 1 Story
 - Side – 22 feet total (Min. 9' on one side) - > 1 Story
- Sanitary sewer capacities will need to be evaluated at the time the multi-family project is developed.

REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

A PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT "Y", FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 69°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 150.22 FEET; THENCE SOUTHERLY 152° WEST, 571.47 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 141.47 FEET AND WHOSE CHORD BEARS SOUTH 05°25'24" WEST, 15.34 FEET; THENCE SOUTH 10°27'45" WEST, 24.18 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTHERLY 05°25'24" WEST, 181.52 FEET; THENCE SOUTH 00°13'21" WEST, 199.16 FEET; THENCE NORTH 49°30'43" WEST, 114.40 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 69°43'12" EAST ALONG SAID NORTH LINE, 416.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.50 ACRES MORE OR LESS.

request that said real estate be rezoned from its present classification of R-1 to PUD for the purpose of allowing the following use(s):

Construction of single-family and multi-family residential housing.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

Jenna Kimberley
(owner name)

Jenna Kimberley
(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC

Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266

Signature: Jenna Kimberley

Date: 10/18/2023

Printed Name: Jenna Kimberley

Title: VP

Property Owner: _____

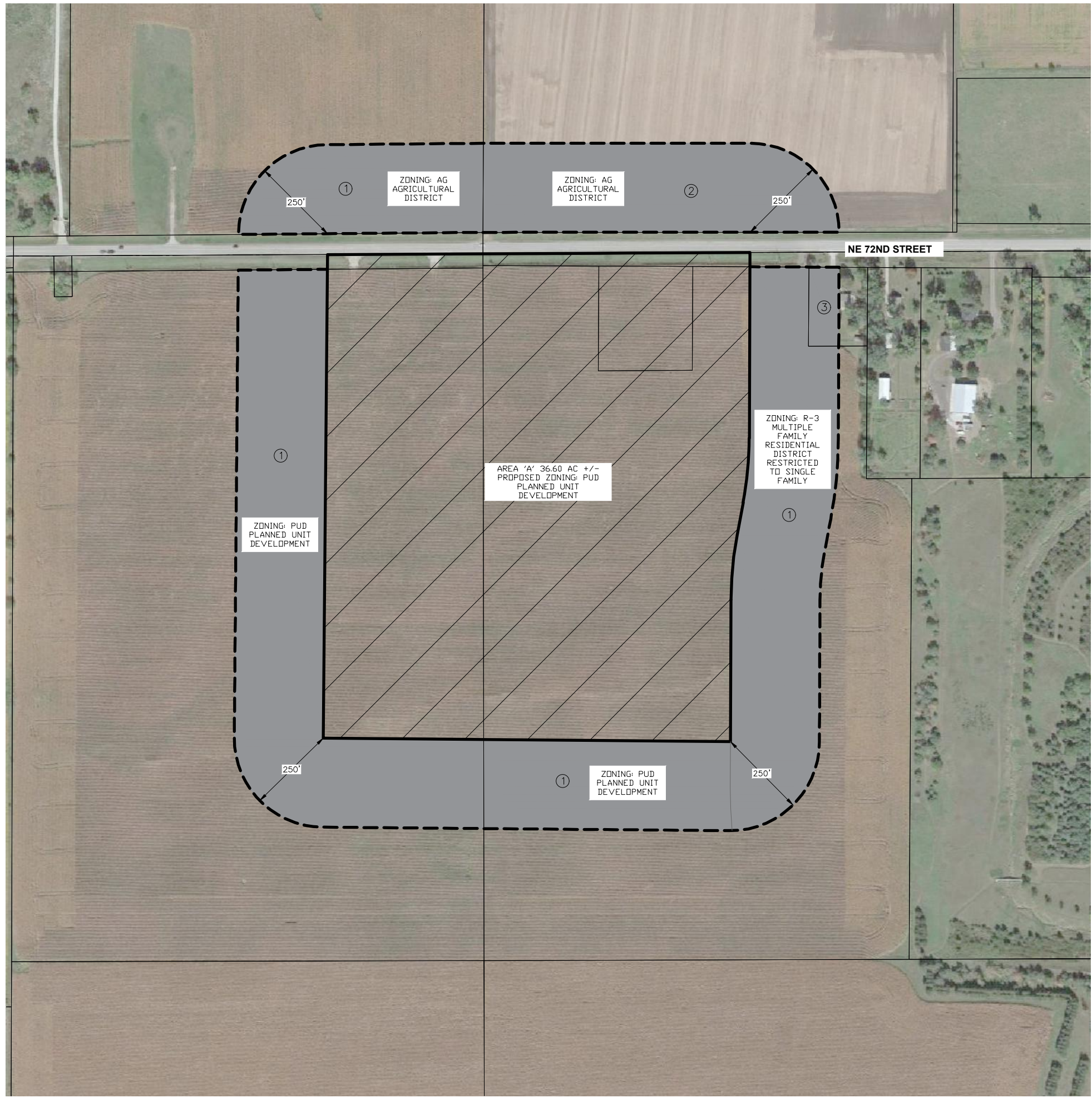
Address: _____

Signature: _____

Date: _____

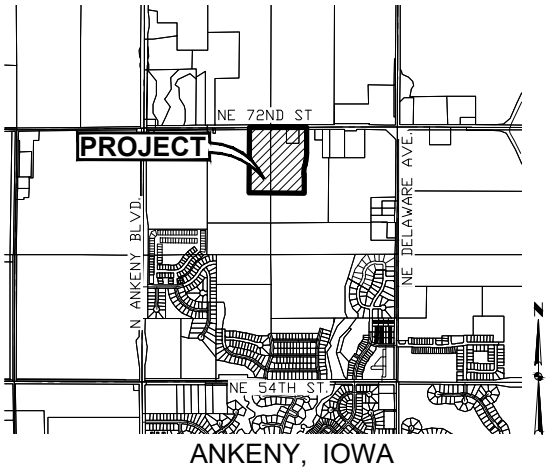
Printed Name: _____

Title: _____



VICINITY MAP

SCALE 1"=2000'



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD – PLANNED UNIT DEVELOPMENT

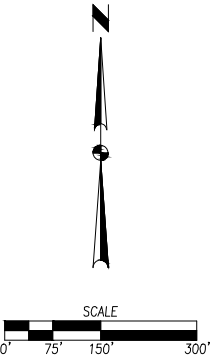
REZONING DESCRIPTION - AREA 'A':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 750.22 FEET; THENCE SOUTH 00°13'22" WEST, 521.42 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 398.26 FEET; THENCE NORTH 89°30'43" WEST, 1143.50 FEET; THENCE NORTH 00°29'17" EAST, 1357.74 FEET TO SAID NORTH LINE; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 436.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.60 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

OWNER		ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	27.24	82.29%	X
2	NORTHSTAR LTD	5.43	16.40%	
3	HUSS, EMILY & KEVIN	0.43	1.31%	
		33.10	100.00%	82.29%



SUPPORTING EVIDENCE

Hope Kimberley Property - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to the Hope Kimberley Property will be from NE Delaware Avenue to the east, NE 72nd Street to the north, Highway 69 (North Ankeny Boulevard) to the west, NE Hillcrest Drive and NE 62nd Street to the south. Internal public streets will be extended throughout the development that connect to the major thoroughfares surrounding the property. Internal streets will be local public streets and collectors with on-street parking.

A more detailed traffic study will be prepared by a traffic engineer for the city to review.

PEDESTRIAN CIRCULATION

Five-foot wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities including the city park. An 8-foot wide public trail will be constructed on the south side of NE 72nd Street, the east side of NE Trilein Drive and the west side of NE Delaware Avenue. Pedestrian ramps will be provided at all major roadways such as North Ankeny Boulevard, NE Delaware Avenue and NE 72nd Street to connect the existing surrounding neighborhoods.

UTILITIES

Sanitary sewer service will be provided by connecting into an existing 18-inch sanitary sewer line to the south currently located within the Kimberley Estates development. A second connection will be provided in the future by the city of Ankeny in the southwest corner of the property. All sanitary sewer mains will be public.

Water main that will serve this development will come from a 12-inch watermain along NE Delaware Avenue, NE 72nd Street and NE Ankeny Boulevard. A 10-inch watermain will also be constructed along NE Trilein Drive and NE 62nd Avenue. All internal watermain will be 8-inch diameter.

Storm sewer will be provided within public right-of-ways and sized per city code ultimately discharging into one of the detention basins provided onsite. This particular site has two major creeks/drainageways that run through this site so discharge points will occur along these areas.

Franchise utilities will service the PUD with 10' public utility easements and 7' gas easements generally connecting to services along NE Delaware Avenue, NE Ankeny Boulevard and NE 72nd Street. These easements will be located adjacent to the public right-of-ways or within rear yards of residential lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Hope Kimberley property generally drains from a high point that runs through the center of the property to the east into an unnamed tributary of Fourmile Creek or the west directly into Fourmile Creek. Detention for the single-family residential areas will be provided in a combination of wet-bottom ponds provided throughout the site. Detention for the multi-family and commercial parcels will be provided onsite by the entity developing the property. All detention facilities shall be privately owned and maintained.

PARKS

Two public parks totaling approximately 21.76 acres in size within floodplain areas will be provided to satisfy parkland dedication requirements for all of the residential uses within the development. Parkland dedication calculations are included.

NEIGHBORHOOD AMENITIES

The areas shown as wet bottom ponds shall be privately owned and maintained by the neighborhood association. These amenities will only be accessible to the residents living within the Hope Kimberley development. Within this PUD area the developer is also proposing an area approximately 1.87 acres in size that will contain a clubhouse, pool and other outdoor amenities for use by the citizens within the overall Hope Kimberley development. These facilities will be privately owned and maintained by the homeowner's association.

PARKLAND DEDICATION CALCULATION

Hope Kimberley Property

Ankeny, Iowa

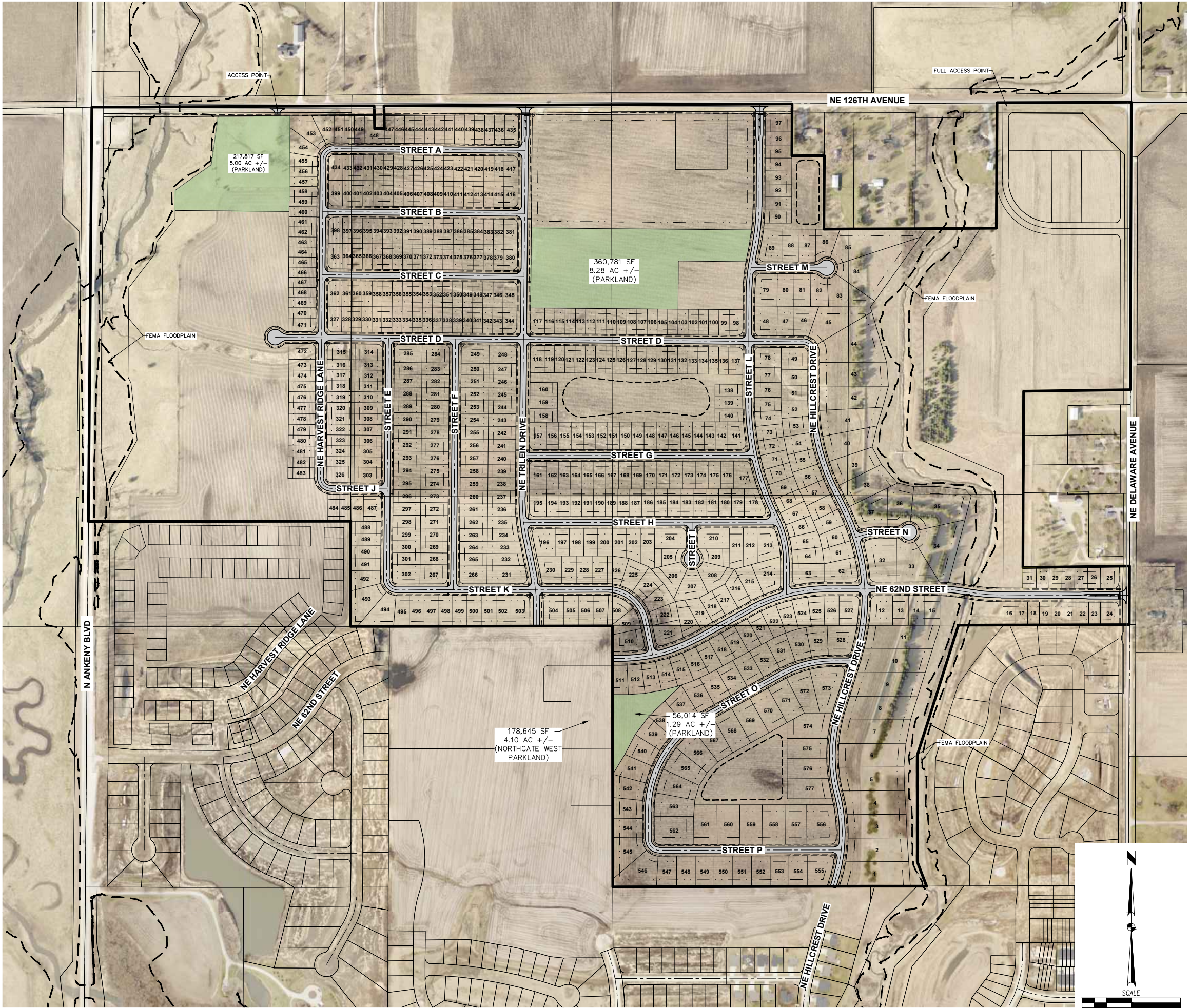
AREA	ZONING	ACRES	Parkland % Required	Park Dedication Acres
A (Phase 1)	R-3 Rest. To 10 units/Ac	29.17	10%	2.92
B (Phase 1)	PUD	64.10	10%	6.41
D (Phase 1)	R-3 Rest. To Single Family	46.41	5%	2.32
E (Phase 1)	PUD	2.77	10%	0.28
F (Phase 1)	C-2	6.63	0%	0.00
A (Phase 2)	PUD	23.49	10%	2.35
B (Phase 2)	R-3	22.89	10%	2.29
	R-1	31.83	5%	1.59
	Private open space / ROW	75.29	0%	0.00
	Detention Ponds	5.81	0.00%	0.00
	City Park	14.57	0.00%	0.00
TOTAL		322.96		18.15

City Park Land Provided = 14.57 Acres

City Park Dedication Required = 18.15 Acres

*Note: Any additional parkland being required outside of what is being proposed as land dedication shall be provided to the city as a fee amount. Exact calculations and park land locations outside of PUD area shall be determined at the time preliminary platting occurs.

FILE: H:\2021\2108649\DWG\01-EXHIBIT\2108649-PARKLAND EXHIBIT.DWG
PLOT: 11/8/2023 5:36 PM
COMMENTS: 1. PARKLAND SHOWN OUTSIDE OF PUD AREA IS APPROXIMATE. FURTHER DISCUSSIONS WITH CITY STAFF WILL NEED TO OCCUR DURING THE PRELIMINARY PLAT PROCESS.
PLANNED BY: ANTHONY MICHAELIS
ENGINEER: EKO



LEGEND
PARKLAND

NOTE:
1. PARKLAND SHOWN OUTSIDE OF PUD AREA IS APPROXIMATE. FURTHER DISCUSSIONS WITH CITY STAFF WILL NEED TO OCCUR DURING THE PRELIMINARY PLAT PROCESS.

GA

DATE

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: GH/JWM

GA

CIVIL DESIGN ADVANTAGE

HOPE KIMBERLEY PROPERTY

PROPOSED PARKLAND EXHIBIT

ANKENY, IOWA

2108.649

ARCHITECTURAL CHARACTER

Hope-Kimberley Property – Ankeny

ARCHITECTURAL CHARACTER STATEMENT

The following are examples of the type of architecture that will be constructed within the PUD area. A range of residential plans and custom features will be provided to promote curb appeal and a sense of neighborhood. Quality building materials will be used to construct the homes and natural colors such as earth tones, grays or natural wood colors will be used.









MULTI-FAMILY RESIDENTIAL



Multi-Family Building Material Requirements

- 1) Buildings shall have good scale and maintain or enhance the established scale of buildings and sites of neighboring buildings and sites.
- 2) Materials selected for buildings shall provide compatible textures and colors with those of neighboring buildings.
- 3) Materials selected for buildings shall be compatible with the architecture of the building. Materials selected for suitability to the type of buildings and the design in which they are used. Materials should provide for strength and permanence.
- 4) All mechanical equipment or other utility hardware on roof, ground or buildings, refuse and waste removal areas, service yards, storage yards, and exterior work areas shall be screened from or located as not to be visible from public view, using materials consistent with the building and site.
- 5) Multiple buildings on the same site shall provide for compatible and complimentary design materials while limiting repetitive, monotonous design.
- 6) Specific Building Material Standards:
 - a. Base. All buildings will have a base, at least three feet in height, around the entire perimeter of the building that consists of a durable, permanent material, such as:
 - i. Brick, including full-depth and thin brick;
 - ii. Stone, including natural or cultured stone that simulates natural stone, limestone, granite, and marble;
 - iii. Architectural (textured, not smooth face) concrete masonry units (CMU), including split face, weathered face, sandblasted face, or ground face block;
 - iv. Pre-cast concrete; or,
 - v. Other similar durable material as approved by the Plan and Zoning Commission.
 - b. Primary Materials. The primary building materials used for exterior finishes must be of high-quality and durability. These include:
 - i. Brick, including full-depth and thin brick;
 - ii. Stone, including natural or cultured stone that simulates natural stone, limestone, granite, and marble;
 - iii. Glass;
 - iv. Architectural (textured, not smooth face) concrete masonry units (CMU), including split face, weathered face, sandblasted face, or ground face block;
 - v. Pre-cast concrete; or,
 - vi. Other similar high quality materials as approved by the Plan and Zoning Commission.
 - c. Secondary Materials. The secondary building materials used for exterior building walls include:
 - i. Stucco (Portland cement plaster) with three coats of metal lath or wire fabric lath;
 - ii. Exterior Insulation Finish System (EIFS), provided use of a wall drainage system (barrier wall systems are prohibited) and used only

- above the base of the building;
 - iii. Lap siding (wood, composite, fiber cement, vinyl, steel or aluminum);
 - iv. Pre-finished architectural panel;
 - v. Architectural metal panel (minimum 26 gauge) with concealed fasteners;
 - vi. Metal siding with concealed fasteners; or,
 - vii. Other similar appropriate accent materials as approved by the Plan and Zoning Commission.
- d. Prohibited Materials. The following exterior walls, siding, and cladding are prohibited:
- i. Corrugated galvanized metal;
 - ii. Corrugated metal panel;
 - iii. Smooth-face concrete block;
 - iv. Vinyl siding (non-residential development);
 - v. Plastic siding;
 - vi. Plywood or wood fiber; and,
 - vii. Unfired clay, sand, or shale rock.
- e. Material Requirements. Set out in Table 192.02.01, are the minimum percentage of Primary materials required on the applicable building elevations within each Zoning District or identified, applicable land uses.

Table 192.02.01 Minimum Primary Material Requirements (% of each building wall)	
Districts or Uses	MF ³
Public-Facing ¹	60
Other Facades ²	60
Table Notes: 1. Public Facing refers to building elevation(s) fronting on or most directly facing a public street or a rear/side elevation that abuts a parking lot of a separate use, e.g., shopping center with pad sites. 2. Other Facades refers to interior side or rear elevations. 3. MF = Multiple Family Structures regardless of Zoning District.	



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2163: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple-Family Residential District (Rezoning Area B) (PH 2024-06).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2163 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2163.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Rezoning Area B Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, REZONING AREA B

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 3rd day of January, 2024, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District (Rezoning Area B); and

WHEREAS, on the 4th day of March, 2024, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET; THENCE SOUTH 89°42'06" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS SOUTH 44°44'22" EAST, 353.79 FEET; THENCE SOUTH 89°46'18" EAST, 402.52 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°13'22" WEST ALONG SAID EAST LINE, 817.78 FEET TO THE NORTHEAST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE SOUTH 89°15'05" WEST ALONG THE NORTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 541.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST ALONG THE WEST LINE OF SAID PARCEL "2018-191", A DISTANCE OF 895.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST, 104.49 FEET; THENCE NORTH 89°04'19" WEST, 174.76 FEET; THENCE NORTH 00°12'25" EAST, 522.09 FEET; THENCE NORTH 67°10'04" WEST, 444.03 FEET; THENCE NORTH 00°13'22" EAST, 705.09 FEET; THENCE NORTH 32°56'05" EAST, 505.04 FEET TO THE SOUTH LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF THE NORTHEAST QUARTER; THENCE NORTH 89°42'59" EAST ALONG SAID SOUTH LINE, 171.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.16 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 28.16-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District (Rezoning Area B); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny Iowa, this 4th, day of March, 2024.

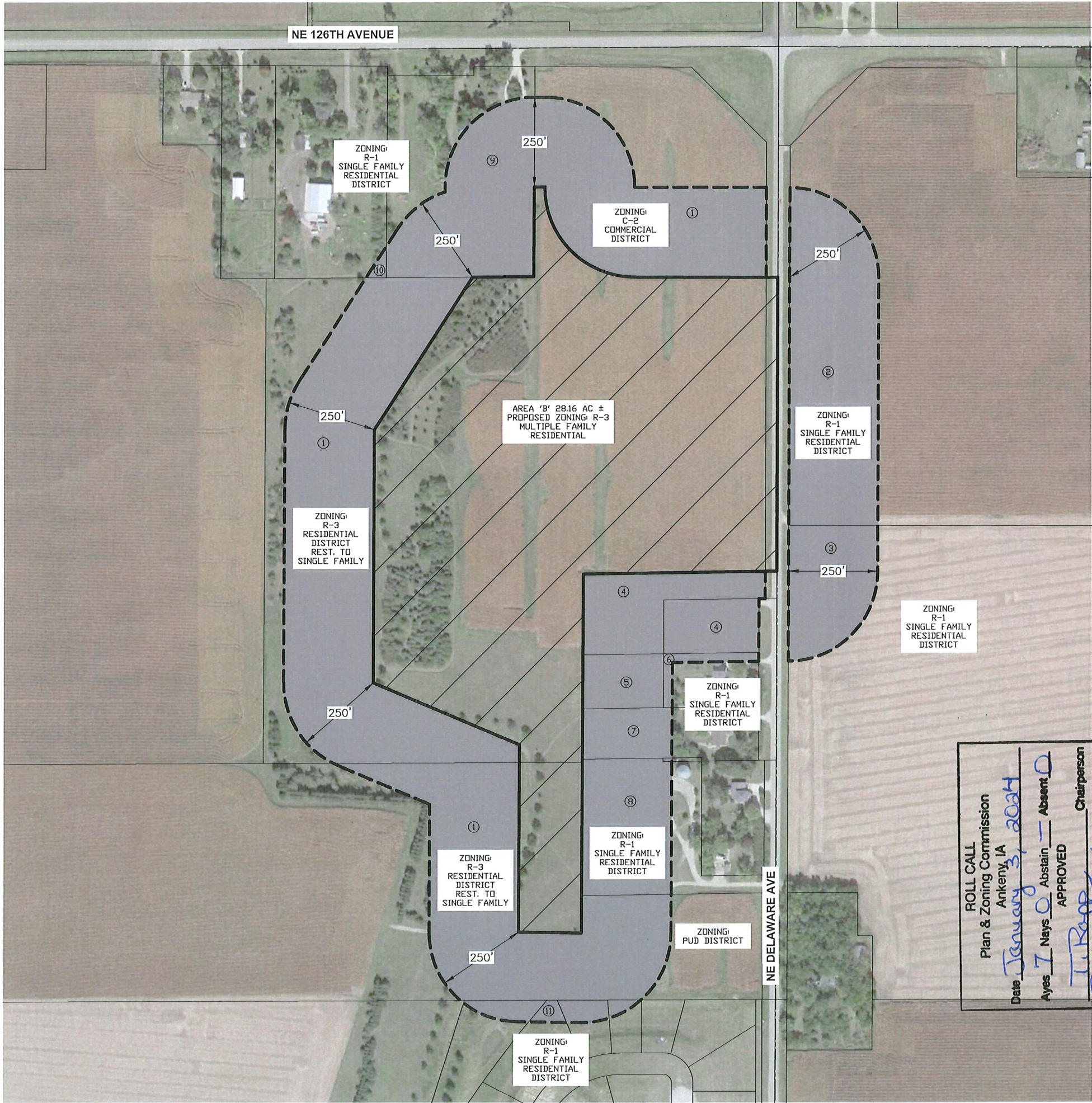
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

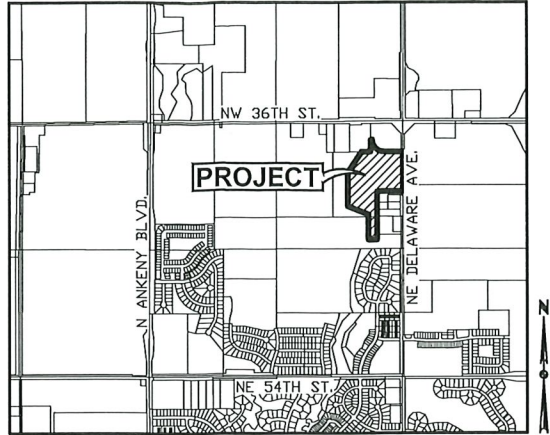
**1st Con 2/5/24 (P. Hrg.)
2nd Con 2/19/24
3rd Con 3/4/24**



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date January 3, 2024
Ayes 7 Nays 0 Abstain 1 Absent 0
APPROVED
Chairperson T. Rapp
Secretary Brandi Chappman

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: R-3 - MULTIPLE FAMILY RESIDENTIAL

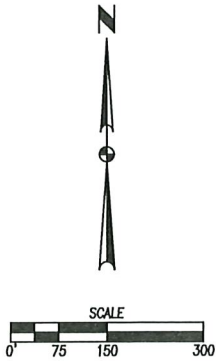
REZONING DESCRIPTION - AREA 'B':

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET; THENCE SOUTH 89°42'06" EAST, 30.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS SOUTH 44°44'22" EAST, 353.79 FEET; THENCE SOUTH 89°46'18" EAST, 402.52 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°13'22" WEST ALONG SAID EAST LINE, 817.78 FEET TO THE NORTHEAST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE SOUTH 89°15'05" WEST ALONG THE NORTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 541.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST ALONG THE WEST LINE OF SAID PARCEL "2018-191", A DISTANCE OF 895.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°17'05" WEST, 104.49 FEET; THENCE NORTH 89°04'19" WEST, 174.76 FEET; THENCE NORTH 00°12'25" EAST, 522.09 FEET; THENCE NORTH 67°10'04" WEST, 444.03 FEET; THENCE NORTH 00°13'22" EAST, 705.09 FEET; THENCE NORTH 32°56'05" EAST, 505.04 FEET TO THE SOUTH LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF THE NORTHEAST QUARTER; THENCE NORTH 89°42'59" EAST ALONG SAID SOUTH LINE, 171.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.16 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	20.2	53.72%	X
2	RUETER, TODD & ALEX; PAIGE BENLAALA	5.1	13.55%	
3	HOPE K FARMS LLC	1.9	4.95%	X
4	ABDUHL, ALAN	2.6	6.84%	
5	ABDUHL, WAYNE	0.8	2.06%	
6	KEASLER, SAMUEL & KEASLER	0.2	0.60%	
7	HAUS, JILL & SHANNON	0.8	2.14%	
8	VAN DYKE, JUDITH & ROBIN	2.2	5.81%	
9	SEUNTJENS, CHRISTOPHER & IRENE	3.3	8.67%	
10	GROVE, KELLY & KATIE	0.1	0.15%	
11	BILL KIMBERLEY, LC	0.6	1.50%	X
		37.5	98.50%	60.17%





ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2164: An Ordinance amending Chapter 66 Load and Weight Restrictions of the Municipal Code of the City of Ankeny, Iowa, by amending Section 66.05 Truck Routes.

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional updates and changes are needed in the regulations governing the use of public streets in order to support traffic safety and mobility.

The purpose of Section 66.05 Truck Routes is to define the street network that is:

- safest for the movement of large vehicles,
- supports local and regional commerce, and
- provides enough capacity and adequate design features to accommodate the anticipated volume, size and weight of vehicles.

The proposed revision to Chapter 66.05 Truck Routes, recommended by the Public Works Department and depicted in the attached exhibits, seeks to provide rules that balance the needs of commerce with the desire to minimize the impacts of trucks on sensitive land uses. The designated truck route system does not prohibit trucks from using any street within the City but does require that trucks use the streets most suitable to the greatest extent possible, and limit their travel in the residential neighborhoods as much as possible.

After the third and final reading of this ordinance, the City's updated designated truck route information will be provided to the Iowa DOT for inclusion in the Iowa DOT's Annual All-Systems Overweight Permit map.

FISCAL IMPACT: No

The associated expense will be for the sign procurement or fabrication. Installation will be completed by City staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2164 to amend Chapter 66 Load and Weight Restrictions of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2164.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Section 66.05 with track changes
 NW Quadrant Truck Routes
 NE Quadrant Truck Routes
 SW Quadrant Truck Routes
 SE Quadrant Truck Routes

ORDINANCE xxxx

**AN ORDINANCE AMENDING CHAPTER 66,
LOAD and WEIGHT RESTRICTIONS,
OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA**

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 66 of the Code of Ordinances to match current standards and practices.

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

Section 1: Section modified. Section 66.05, Truck Routes of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted as follows:

1. Designated. All trucks and other commercial vehicles with a gross weight of 10,000 pounds or more shall be operated only upon the following streets, which streets are hereby designated as truck routes:
 - A. West 1st Street and East 1st Street from its termination point on the west to the east corporate limits;
 - B. Southeast and Northeast Delaware Avenue from the south corporate limits to the north corporate limits;
 - C. Southwest 3rd Street from its west termination point to Southwest State Street;
 - D. Southwest Cherry Street from West 1st Street to Southwest Ordinance Road;
 - E. South Ankeny Boulevard and North Ankeny Boulevard from the south corporate limits to the north corporate limits;
 - F. Southwest 3rd Street Place from Southwest Irvinedale Drive to its east termination point;
 - G. Southwest Ordinance Road from Southwest State Street to South Ankeny Boulevard;
 - H. Southwest Linden Street from Southwest 3rd Street to West 1st Street;
 - I. Southwest Magazine Road and Southeast Magazine Road from Southwest Vintage Parkway to Southeast Delaware Avenue;
 - J. Southwest Oralabor Road and Southeast Oralabor Road from the west corporate limits to the east corporate limits;
 - K. Southwest Irvinedale Drive and Northwest Irvinedale Drive from Southwest Oralabor Road to the north corporate limits;
 - L. Southwest State Street and Northwest State Street from the south corporate limits to its north point of termination;
 - M. Southeast Cortina Drive from Southeast Shurfine Drive to Southeast Magazine Road;
 - N. Southeast Shurfine Drive from South Ankeny Boulevard to Southeast Delaware Avenue;

- O. Southeast Hulsizer Road from Southeast Oralabor Road to Southeast Shurfine Drive;
- P. Southeast Lorenz Drive from Southeast Hulsizer Road to Southeast Delaware Avenue;
- Q. Southeast 54th Street from the west corporate limits to Southeast Delaware Avenue;
- R. Northwest 18th Street and Northeast 18th Street from the west corporate limits to the east corporate limits;
- S. Southeast Creekview Drive from Southeast Oralabor Road north to its point of termination;
- T. Southeast Creekview Drive from East 1st Street south to its point of termination;
- U. Southeast Tones Drive from Southeast Creekview Drive to its point of termination;
- V. Southeast Convenience Boulevard from the south corporate limits to Southeast Oralabor Road;
- W. Southeast Corporate Woods Drive from the west corporate limits to the east corporate limits;
- X. Southeast Four Mile Drive and Northeast Four Mile Drive from the south corporate limits to the north corporate limits;
- Y. Northwest 36th Street and Northeast 36th Street from the west corporate limits to the east corporate limits;
- Z. Northwest 54th Street and Northeast 54th Street from the west corporate limits to Northeast Delaware Avenue;
- AA. Northwest Ash Drive from West 1st Street to the north corporate limits;
- BB. Southwest Vintage Parkway from Southwest Irvinedale Drive to Southwest State Street.
- CC. Southeast Crosswinds Drive from Southeast Convenience Boulevard to Southeast Corporate Woods Drive;
- DD. Southeast 72nd Street from its west point of termination to Southeast Corporate Woods Drive;
- EE. Southeast 77th Street from Southeast Convenience Boulevard to Southeast Four Mile Drive;
- FF. Southeast 90th Street from the west corporate limits to the east corporate limits;
- GG. Northeast 72nd Street from North Ankeny Boulevard to the east corporate limits.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED at Ankeny, Iowa, this ____ day of _____ 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2024**

**1st Con 02/05/24
2nd Con _____
3rd Con _____**

66.05 TRUCK ROUTES.

1. Designated. All trucks and other commercial vehicles with a gross weight of 10,000 pounds or more shall be operated only upon the following streets, which streets are hereby designated as truck routes:

A. West 1st Street and East 1st Street from its termination point on the west to the east corporate limits;

B. Southeast and Northeast Delaware Avenue from the south corporate limits to the north corporate limits;

C. Southwest 3rd Street from ~~Southwest Cherry Street~~its west termination point -to ~~South Ankeny Boulevard~~Southwest State Street;

D. Southwest Cherry Street from West 1st Street to Southwest ~~Magazine Road~~Ordinance Road;

E. South Ankeny Boulevard and North Ankeny Boulevard from the south corporate limits to the north corporate limits;

F. Southwest 3rd Street Place from Southwest Irvinedale Drive ~~east to Southwest State Street~~to its east termination point;

G. Southwest Ordinance Road from Southwest State Street to South Ankeny Boulevard;

H. Southwest Linden Street from Southwest 3rd Street to West 1st Street;

I. ~~Southeast-Southwest Magazine Road~~ and ~~Southwest-Southeast~~ Magazine Road from ~~its point of commencement~~Southwest Vintage Parkway to ~~its point of termination~~Southeast Delaware Avenue;

J. ~~Southeast-Southwest~~ Oralabor Road and Southeast Oralabor Road from the west corporate limits to the east corporate limits;

K. Southwest Irvinedale Drive and Northwest Irvinedale Drive from Southwest Oralabor Road to the north corporate limits;

L. Southwest State Street and Northwest State Street from the south corporate limits to its north point of termination;

M. Southeast Cortina Drive from Southeast Shurfine Drive to Southeast Magazine Road;

N. Southeast Shurfine Drive from ~~its point of commencement~~South Ankeny Boulevard to ~~its point of termination~~Southeast Delaware Avenue;

O. Southeast Hulsizer ~~Avenue Road~~ from ~~its point of commencement~~Southeast Oralabor Road to ~~its point of termination~~Southeast Shurfine Drive;

P. Southeast Lorenz Drive from Southeast Hulsizer Road to Southeast Delaware Avenue;

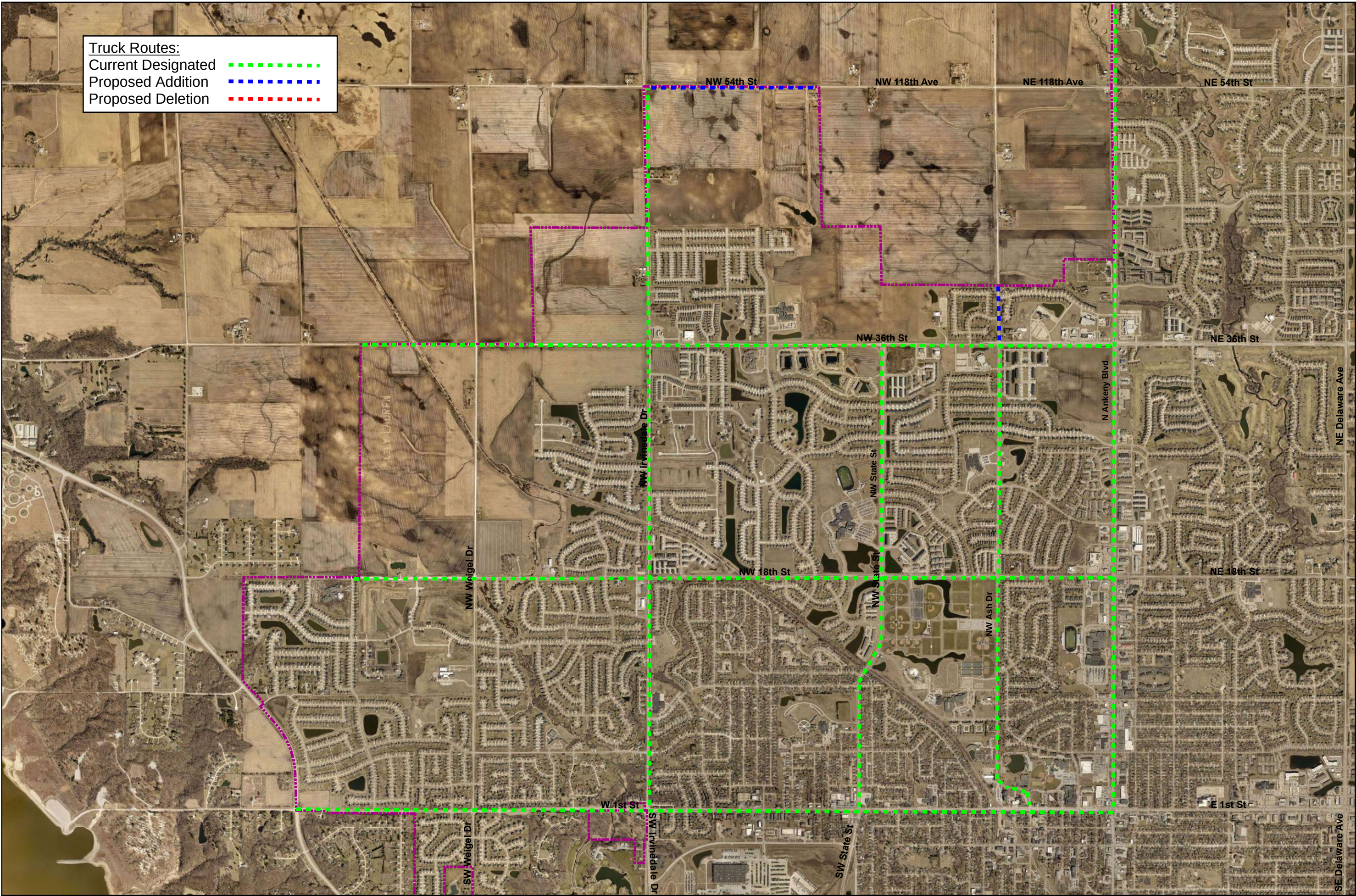
Q. Southeast 54th Street from the west corporate limits to Southeast Delaware Avenue;

R. Northwest 18th Street and Northeast 18th Street from the west corporate limits to ~~Northeast Delaware Avenue~~the east corporate limits;

- S. Southeast Creekview Drive from Southeast Oralabor Road north to its points of termination;
- T. Southeast Creekview Drive from East 1st Street south to its point of termination;
- U. Southeast Tones Drive from Southeast Creekview Drive to its point of termination;
- V. Southeast Convenience Boulevard from the south corporate limits to Southeast Oralabor Road ~~to its point of termination~~;
- W. Southeast Corporate Woods Drive ~~/Southeast 72nd Street~~ from the west corporate limits to the east corporate limits;
- X. Southeast Four Mile Drive and Northeast Four Mile Drive from the south corporate limits to ~~Southeast Oralabor Road~~ the north corporate limits;
- Y. ~~Northeast~~ Northwest 36th Street and ~~Northwest~~ Northeast 36th Street from the ~~east-west~~ corporate limits to the ~~west-east~~ corporate limits;
- Z. Northwest 54th Street and Northeast 54th Street from ~~Ankeny Boulevard~~ the west corporate limits to Northeast Delaware Avenue;
- AA. Northwest Ash ~~Street Drive~~ from West 1st Street to ~~Northwest 36th Street~~ the north corporate limits;
- BB. Southwest Vintage Parkway from Southwest Irvinedale Drive to Southwest State Street.
- CC. Southeast Crosswinds Drive from Southeast Convenience Boulevard to Southeast Corporate Woods Drive;
- DD. Southeast 72nd Street from its west point of termination to Southeast Corporate Woods Drive;
- EE. Southeast 77th Street from Southeast Convenience Boulevard to Southeast Four Mile Drive;
- FF. Southeast 90th Street from the west corporate limits to the east corporate limits;
- GG. Northeast 72nd Street from North Ankeny Boulevard to the east corporate limits.

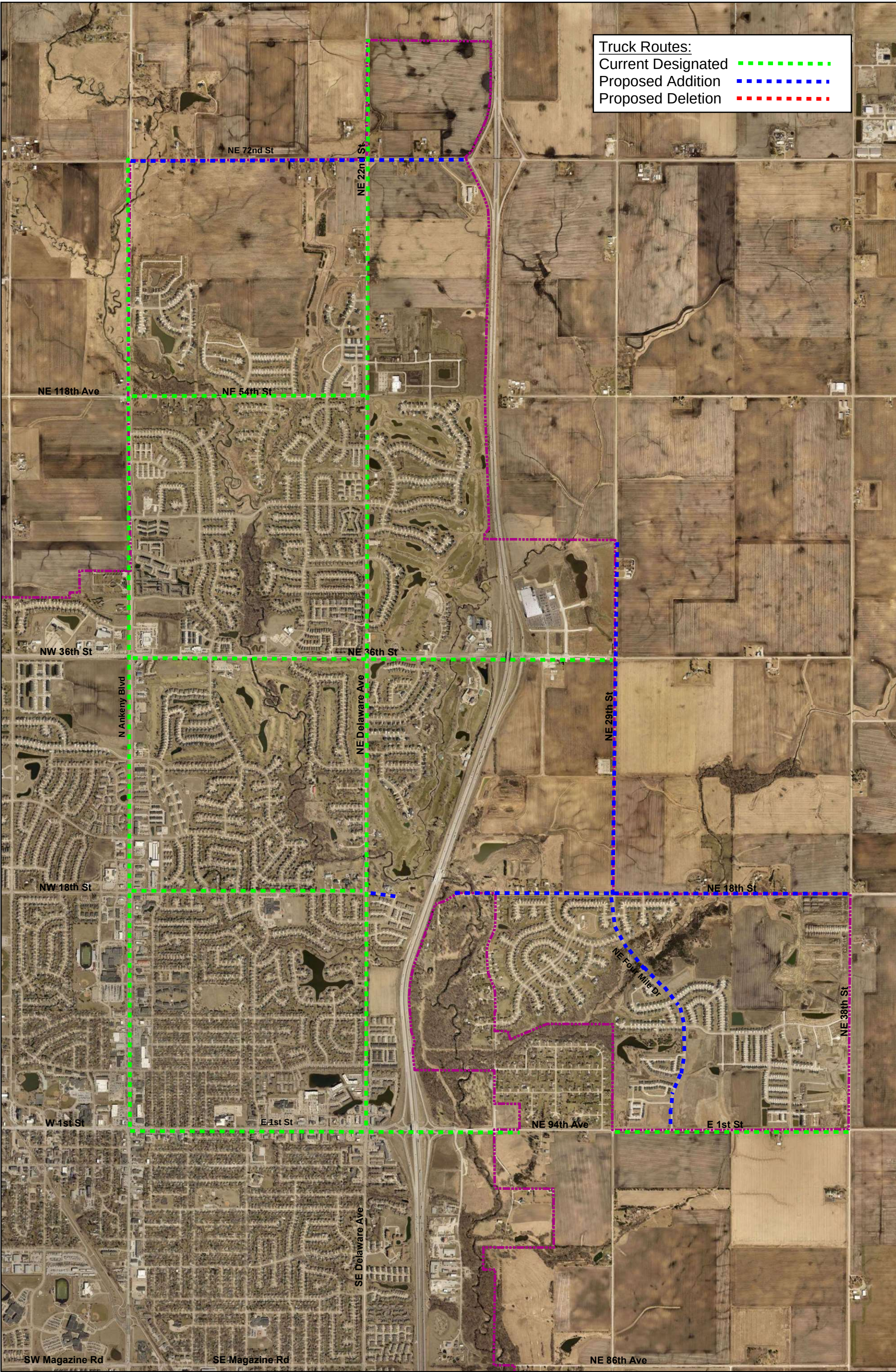
(Ord. 1731 – Oct. 12 Supp.)

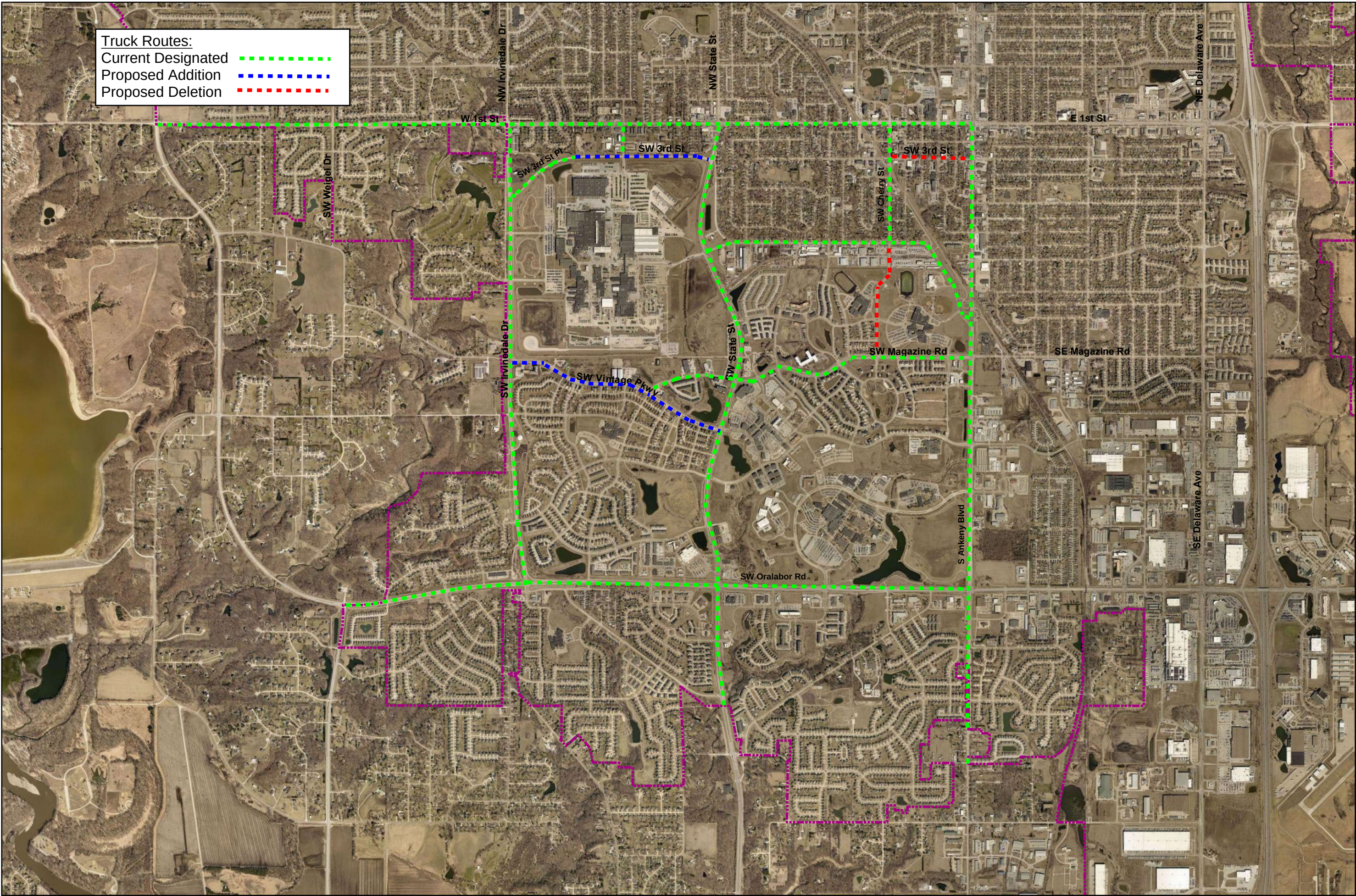
2. Definition. “Truck” means any motor vehicle designed primarily for carrying livestock, merchandise, freight of any kind, or nine persons as passengers, excepting school buses.
3. Entering and Reentering; Conduct of Business. Such vehicles named in subsection 1 may be operated upon any street where necessary in the conduct of business to and from a destination point, but then only by leaving and reentering the truck route at the intersection nearest to such point.
4. Posting of Signs. The City shall cause truck route prohibitions and limitations to be designated by appropriate signs posted upon the truck route.



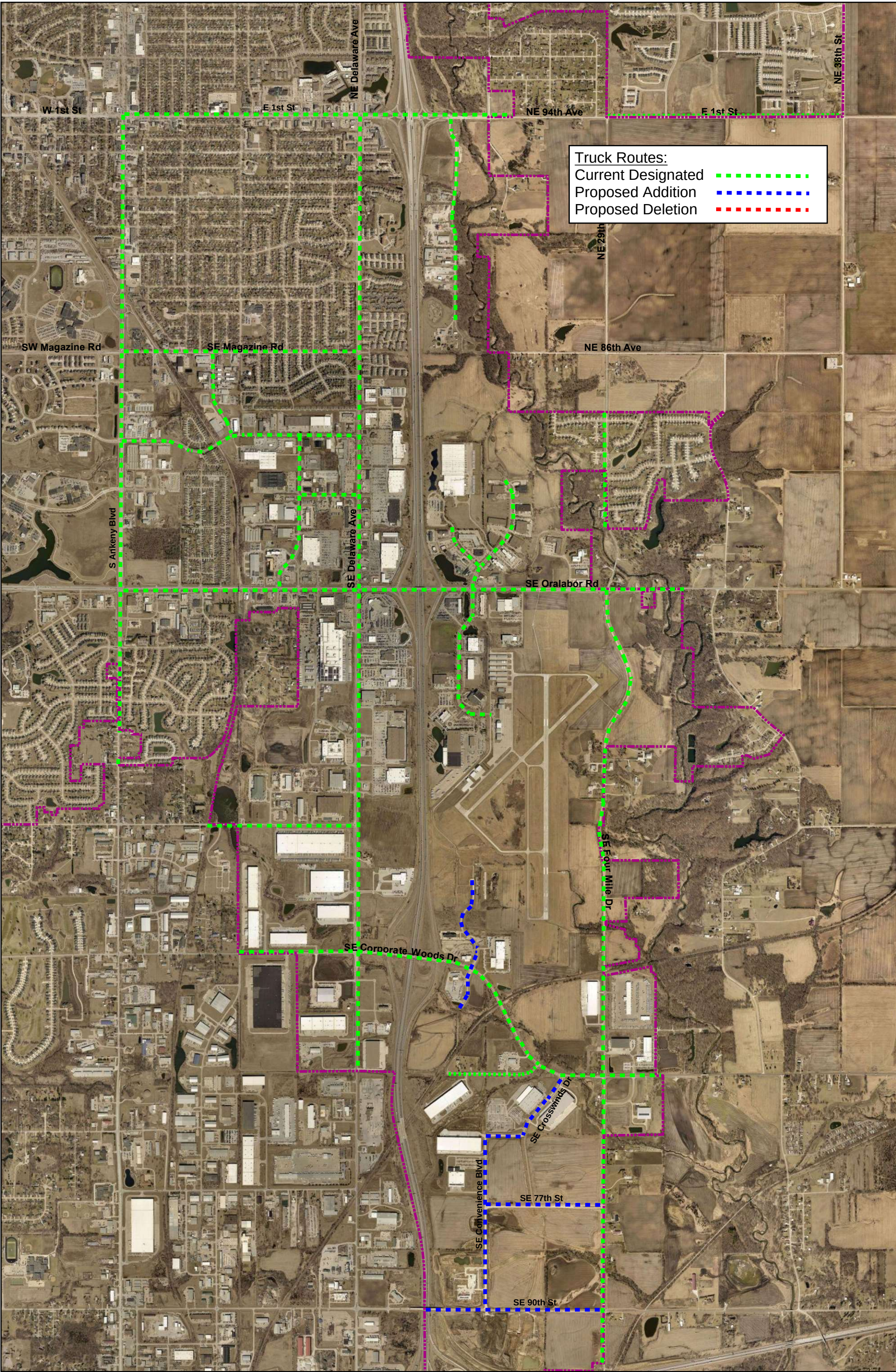
Truck Routes:

Current Designated	-----
Proposed Addition	-----
Proposed Deletion	-----





Truck Routes:
Current Designated ---
Proposed Addition ---
Proposed Deletion ---





ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Request for barbed wire fencing - Old Dominion Freight Line West PUD.

EXECUTIVE SUMMARY:

ERG, on behalf of Old Dominion Freight Line, is requesting that the City Council approve the use of barbed wire on top of a proposed fence at the Old Dominion Freight Line West site. The subject property is located near the SE Four Mile Drive and SE Corporate Woods Drive intersection, and is currently in the process of being rezoned from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented, and Commercial Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve/deny the request for barbed wire fencing at the Old Dominion Freight Line West site.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Staff Report
 Aerial Map
 Exhibit - Site Layout
 Applicant Letter



City Council
Staff Report

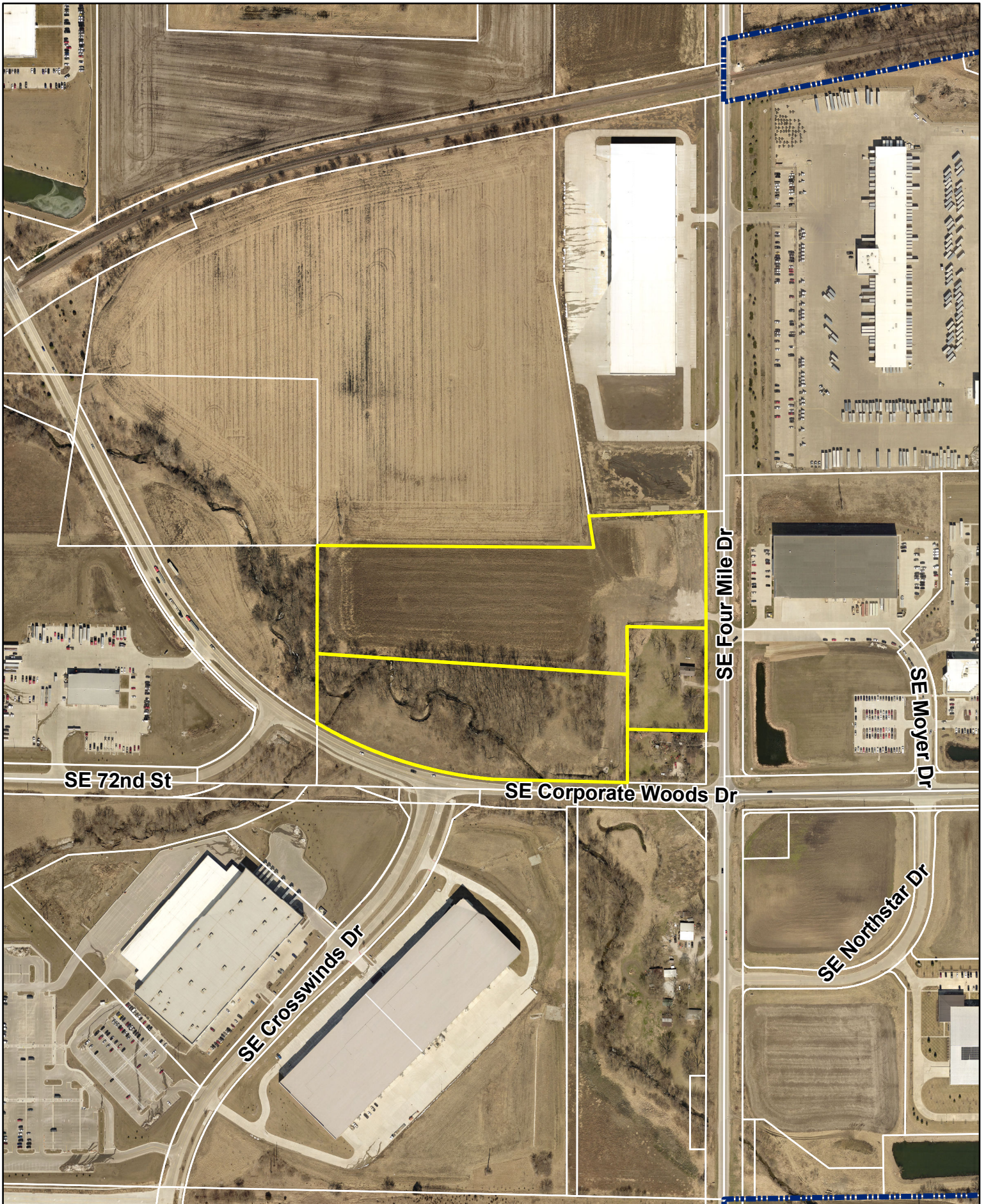
Meeting Date: February 5, 2024

Agenda Item: Old Dominion Freight Line West – Barbed Wire Request
Report Date: January 30, 2024
Prepared By: Bryan Morrissey *EJC*
Associate Planner

Project Report

ERG, on behalf of Old Dominion Freight Line, is requesting that the City Council approve the use of barbed wire on top of a proposed fence at the Old Dominion Freight Line West site. The subject property is located near the SE Four Mile Drive and SE Corporate Woods Drive intersection, and is currently in the process of being rezoned from R-1, One-Family Residence District, C-2, General Retail, Highway Oriented, and Commercial Business District, and M-1, Light Industrial District, to PUD, Planned Unit Development. The site is currently undeveloped, but the expectation is that the eight-foot- tall barbed wire fence will be located around the perimeter of the site once developed. Chapter 41.08 of the Municipal Code states: "It is unlawful for a person to use barbed wire or electric fences to enclose land within the City limits without the written consent of the Council unless such land consists of ten (10) acres or more and is used as agriculture land."

It is anticipated that the site will be utilized for an Old Dominion Freight Line relay parking lot once developed, as it is situated near the existing Old Dominion Freight Line site on SE Four Mile Drive. As stated in the applicant's letter of request, the barbed wire is necessary to ensure that federal regulation standards are being met for the site and screening will be included to buffer the barbed wire from public streets. A copy of the letter of request, an aerial map, and an exhibit of the site has been included with this item in your packets.



ERG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

January 23, 2024

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 W. First Street
Ankeny, Iowa 50023

RE: OLD DOMINION FREIGHT LINE PUD

Dear Honorable Mayor, City Council:

On behalf of Seth Collins of Old Dominion Freight Line, as owner and developer, we respectfully request that barbed wire be permitted on the perimeter fence of the facility for security purposes. Please see the attached letter which provides additional information. Please note the existing Old Dominion PUD allows for barbed wire which is provided on their facility on the east side of Four Mile Drive.

This rezoning is for a Planned Unit Development on approximately 23.03 acres in southeast Ankeny in an area that is currently zoned R-1. We are requesting that the properties zoned C-1, M-1 and R-1 be modified to PUD.

The majority of the proposed fencing will not be visible from a public street, and most of the fence fronting Four Mile Drive will be screened with a berm and landscape plantings.

Thank you for your consideration.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.



Doug Saltgaver, P.E.
President

DJS/kee

N:\2022 Proj\22-077\Admin\REQUEST-LETTER-BARBED-WIRE.docx



December 5, 2023

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-3551

**RE: Site Security Plan Narrative
Old Dominion Freight Line - Ankeney**

To whom it may concern:

Please allow this letter and included Site Plan to serve as a Security Plan justifying the request for use of chain link fencing for the ODFL – Ankeny project.

The plans for this facility call for all fencing around the trailer yard to be 6' chainlink fence. Due to federal regulations, interstate motor freight companies are required to secure their trailer yards and protect the freight, this generally requires the utilization of chain link fence at a minimum for adequate security. These federal regulations, set forth by US Customs and Border Protection, state "These minimum security criteria are fundamentally designed to be the building blocks for highway carriers to institute effective security practices designed to optimize supply chain performance to mitigate the risk of loss, theft, and contraband smuggling that could potentially introduce dangerous elements into the global supply chain." More information regarding these requirements can be found in the attached document titled "C-TPAT Highway Carrier Security Criteria"

The fence will also be largely screened by the proposed berms, and existing and proposed vegetation, greatly reducing any adverse impacts chain-link fencing may have on adjacent properties.

If you have any questions, or require any additional information, please do not hesitate to contact me at 973-590-4675, or via email at jparagano@hoytberenyi.com.

Sincerely,

Joseph T. Paragano, E.I.T.
Civil Engineer 2
Hoyt + Berenyi
jparagano@hoytberenyi.com



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to High Density Residential use classification (LUPA 'A') (PH 2024-04).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve resolution approving the request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density Residential to High Density Residential (LUPA 'A').

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density Residential to High Density Residential (LUPA 'A').

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION AMENDING THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL, LUPA AREA A

WHEREAS, on the 19th day of December, 2024, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 3rd day of January, 2024, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope Kimberley LLC, from Low Density Residential to High Density Residential (LUPA Area A); and

WHEREAS, on the 4th day of February, 2024, after due notice and hearing provided by law, and having heard and considered all comments for and against said amendment, the City Council of the City of Ankeny, Iowa, now deems it reasonable and appropriate to reclassify the following-described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE NORTH 00°23'32" EAST ALONG THE EAST LINE OF STREET LOT 'D', SAID FOUR MILE FOUR, 6.90 FEET; THENCE SOUTH 89°44'12" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF NE 126TH/ AVENUE, 750.29 FEET; THENCE SOUTH 00°13'22" WEST, 481.31 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 118.90 FEET AND WHOSE CHORD BEARS SOUTH 03°37'45" WEST, 118.83 FEET; THENCE NORTH 89°30'43" WEST, 1182.92 FEET; THENCE NORTH 00°29'17" EAST, 582.59 FEET TO THE NORTH LINE OF SAID OUTLOT 'Y'; THENCE NORTH 89°30'09" EAST ALONG SAID NORTH LINE, 437.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.20 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 16.2-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, is hereby amended to reclassify the above-described property from Low Density Residential to High Density Residential (LUPA Area A); and
2. That City staff is hereby authorized and directed to revise The Ankeny Plan 2040 Comprehensive Plan documents and maps necessary to reflect such change.

PASSED AND APPROVED this 5th day of February, 2024.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Proposed Permanent Electrical Easement - NW Water Tower (PH 2024-07)

EXECUTIVE SUMMARY:
The Municipal Utilities Department has completed the design for the NW Water Tower Project that will need to provide a Permanent Electrical Easement to Mid-American Energy so they can provide electrical service to the tower. Since the land is owned by the City of Ankeny and this easement area will be given to Mid-American Energy, a public hearing is required to allow residents to bring their questions or concerns to our attention. The notice was published in the Des Moines Register on January 19, 2024.

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

FISCAL IMPACT: **No**
This project is included in the City's current Capital Improvements Program with construction scheduled for 2024 and 2025.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the Permanent Electrical Easement to allow for public comment.
2. Approve Resolution, to donate said land to Mid-American Energy to provide electrical service to the NW Water Tower.
3. Approve Mayor to execute the easement documents.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 2, 2024: The City Council approved a Resolution ordering this public hearing date as February 5, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** granting permanent electrical easement to MidAmerican Energy Company to provide electrical service to the Northwest Elevated Water Storage Tank and for Mayor to execute said easement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Project Location Map
 Construction Plans
 Easement Exhibit

RESOLUTION 2024-XXX

A RESOLUTION TO GRANT A PERMANENT ELECTRIC EASEMENT TO THE MIDAMERICAN ENERGY COMPANY TO PROVIDE ELECTRIC SERVICE FOR THE NORTHWEST ELEVATED WATER STORAGE TANK IN ANKENY, IOWA

WHEREAS, an underground electric service line is needed across a portion of City-owned property at 3755 NW Irvinedale Drive in order to provide electrical service to the Northwest Elevated Water Storage Tank and MidAmerican Energy Company has requested a Permanent Electric Easement across said City-owned property in consideration of the utility service made available to the City; and

WHEREAS, said Permanent Electric Easement is required in order to provide electrical service to the Northwest Elevated Water Storage Tank; and

WHEREAS, the City of Ankeny, Iowa and the public will not be inconvenienced by the conveyance of said Permanent Electric Easement to MidAmerican Energy Company; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to grant said Permanent Electric Easement to MidAmerican Energy Company to provide electrical service for the future Northwest Elevated Water Storage Tank.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Electric Easement for the installation of electrical service to the Northwest Elevated Water Storage Tank is 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 5th day of February, 2024.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



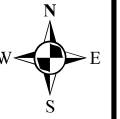
NW Irvinedale Dr

NW 36th St

Project Location

DEPARTMENT OF
PUBLIC WORKS
DIVISION OF
ENGINEERING

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



NW Water Tower 2023





Ankeny - Irvinedale Water Tower
3755 NW Irvinedale Dr. Ankeny, IA

PROJECT AREA

CASEY'S GENERAL STORE

NW 36TH ST

NW IRVINEDALE DR



Cust: ANKENY - IRVINEDALE WATER TOWER

Addr: 3755 IRVINEDALE DR

City: ANKENY

X = 1602432 Y = 642069

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 300 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

CUSTOMER SHALL PROVIDE THE FOLLOWING

- X 911 ADDRESSES
- X EASEMENTS & EASEMENT DESCRIPTIONS (METES & BOUNDS) MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
- X STAKING FOR STREETLIGHT PLACEMENT
- X STAKED LOT CORNERS & LOT MID-POINTS
- X TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
- X FINAL GRADE BEFORE CONSTRUCTION
- X CLEARING & GRUBBING IN EASEMENT & OR ROW
- X UNOBSTRUCTED PATH FOR TRENCHER
- X 10' LEVEL & CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
- X SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
- X TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
- X ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS SEE APPENDIX B-1, PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL

CUSTOMER CONDUIT INSTALLATION

- X CONDUIT SHALL BE SCH 40 RIGID PVC PER NEMA TC-2 OR SCH 40 HDPE COILABLE CONDUIT IN GRAY OR BLACK W/ RED STRIPE
- X ALL SWEEPS 4" OR LESS IN DIAMETER SHALL BE STANDARD WALL FIBERGLASS PER NEMA TC14A W/ FACTORY ASSEMBLED PLASTIC COUPLINGS ON EA. END TO MATE PVC FR HDPE SCH 40 CONDUIT
- X ALL SWEEPS GREATER THAN 4" IN DIAMETER SHALL BE METAL WITH GROUND LUGS & MUST BE BONDED WHERE EXPOSED
- X ALL 90° SWEEPS MUST HAVE A MINIMUM 48" BEND RADIUS
- X ENDS SHALL BE STUBBED ABOVE GRADE W/ PULL TAPE VISIBLE
- X ALL PRIMARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 42" & MAXIMUM DEPTH OF 48"
- X ALL SECONDARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 30" & MAXIMUM COVER DEPTH OF 36"
- X NO CONDUIT SYSTEM SHALL HAVE MORE THAN 270° IN ONE PULL
- X CUSTOMER TO INSTALL SYNTHETIC 1/4" 200# TEST PULL LINE IN DUCT
- X CONTACT CUSTOMER PROJECT COORDINATOR WHEN CONDUIT INSTALLATION IS COMPLETE

FIND ELECTRIC SERVICE MANUAL AT:

<http://www.midamericenergy.com/media/pdf/electric-service-manual-2014.pdf>

GRAPHIC	LEGEND	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR	
	EXISTING OVERHEAD 2-PHASE CONDUCTOR	
	EXISTING OVERHEAD 3-PHASE CONDUCTOR	
	EXISTING OVERHEAD FEEDER	
	EXISTING OVERHEAD TRANSMISSION	
	EXISTING UNDERGROUND 1-PHASE CABLE	
	EXISTING UNDERGROUND 2-PHASE CABLE	
	EXISTING UNDERGROUND 3-PHASE CABLE	
	EXISTING UNDERGROUND FEEDER	
	EXISTING OVERHEAD SECONDARY CONDUCTOR	
	EXISTING UNDERGROUND SECONDARY CABLE	
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR	
	EXISTING UNDERGROUND STREETLIGHT CABLE	
	EXISTING CUSTOMER OWNED SECONDARY	
	EXISTING OVERHEAD TRANSFORMER	
	EXISTING OVERHEAD TRANSFORMER BANK	
	EXISTING OVERHEAD FUSE	
	EXISTING OVERHEAD SWITCH	
	EXISTING OVERHEAD CAPACITOR BANK	
	EXISTING VOLTAGE REGULATOR	
	EXISTING RECLOSER	
	EXISTING OVERHEAD FAULT INDICATOR	
	EXISTING 1-PHASE PADMOUNT TRANSFORMER	
	EXISTING 3-PHASE PADMOUNT TRANSFORMER	
	EXISTING 4-BAY SWITCHGEAR	
	EXISTING 6-BAY SWITCHGEAR	
	EXISTING FUSED ENCLOSURE	
	EXISTING PRIMARY ENCLOSURE	
	EXISTING PAD MOUNT CAPACITOR BANK	
	EXISTING SECONDARY PEDESTAL	
	EXISTING SECONDARY HANDHOLE	
	EXISTING MEC TRANSMISSION POLE	
	EXISTING MEC DISTRIBUTION POLE	
	CUSTOMER OWNED POLE	
	EXISTING DOWN-GUY	
	EXISTING STREETLIGHT	
	EXISTING SECURITY LIGHT	
	EXISTING FLOOD LIGHT	
	EXISTING PRIMARY RISER	
	EXISTING PRIMARY SPLICE	
	EASEMENT	
	CUSTOMER INSTALLED DUCT	
	INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED
	REMOVALS	REMOVALS ARE DISPLAYED IN GREEN

WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

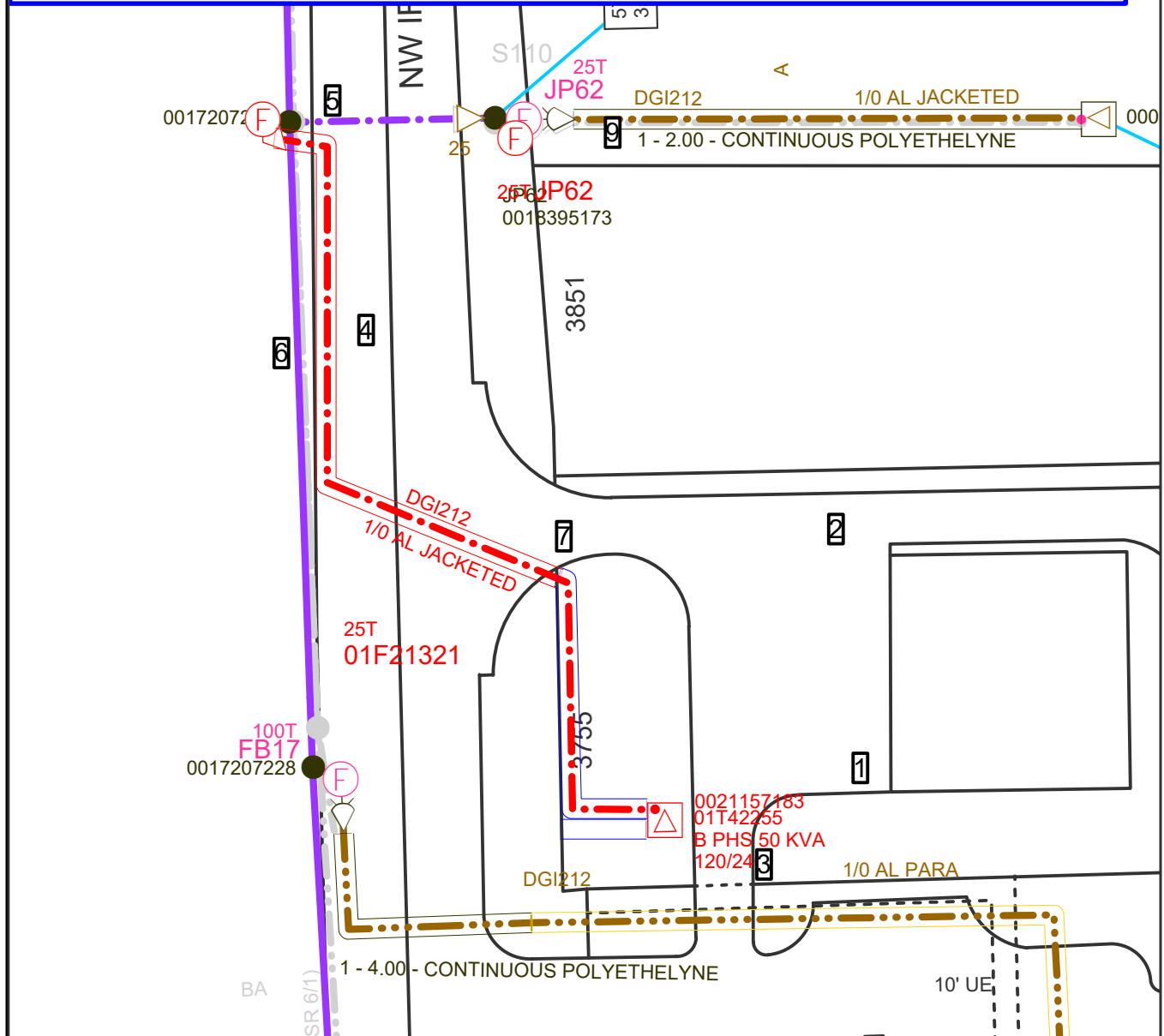
Designer: HALLS, AARON G

MEC TO INSTALL:

- HANG A SINGLE PHASE RISER WITH 25T FUSE ON EXISTING 3PH TANGANT POLE WITH 1PH TAP
- BORE (1) SECTION OF 2" CONDUIT BETWEEN RISER POLE AND CUSTOMER INSTALLED CONDUIT
- RUN SOUTH ALONG BACK OF RIGHT OF WAY AND CUT ACROSS ROAD TO SOUTH SIDE OF DRIVE ENTRANCE
- PULL 1/0 AL UG PRIAMRY BETWEEN RISER POLE AND CUSTOMER PROPOSED TRANSFORMER LOCATION
- SET A 50 KVA 1 PH TRANSFORMER (OPEN TO THE NORTH)

CUSTOMER TO INSTALL:

- 24/7 ACCESS REQUIRED FOR ALL MEC FACILITIES, INCLUDING METERS, MEC PADLOCK TO BE DAISY CHAINED AT GATE
- (2) SECTIONS OF 2" CONDUIT
- (1) SECTION HEAD NORTH TO SOUTH SIDE OF DRIVE ENTRANCE
- (1) SECTION TO HEAD WEST TO RIGHT OF WAY
- BOLLARD TO BE INSTALL ON THE se AND NE CORNER OF TRANSFORMER
- METER TO BE LOCATED WITHIN 200' OF TRANSFORMER
- 400 AMP SERVICE ENTRANCE: SINGLE METERED
- METER TO HAVE LEVER BYPASS
- (1) RUNS OF 350 TRIPLEX



Cust: ANKENY - IRVINGDALE WATER TOWER

Addr: 3755 IRVINGDALE

DR

Crew HQ:DMAT

City: ANKENY

X = 1602432

Y = 642069



WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

Designer:HALLS,AARON G

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 300 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

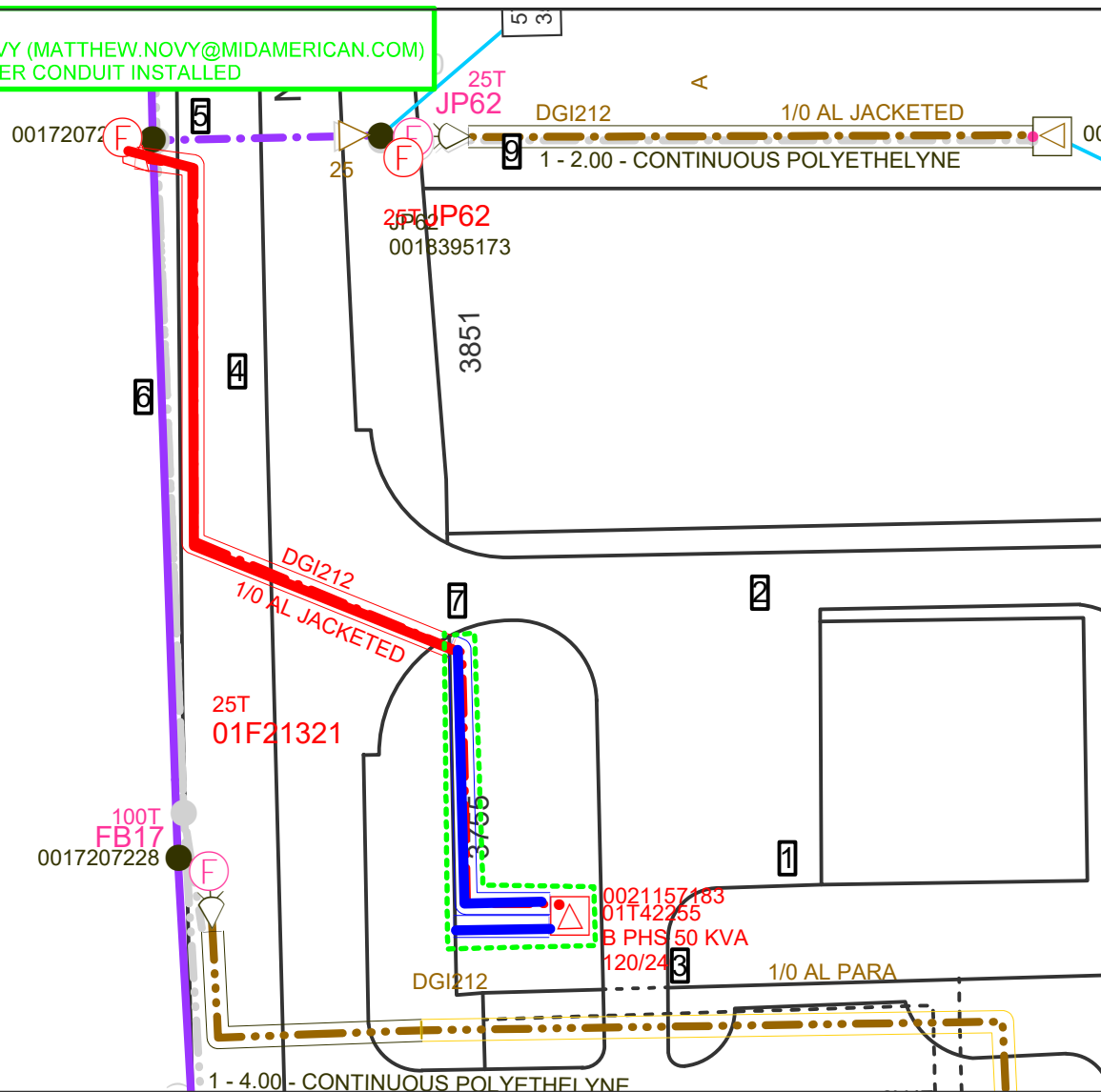
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

REQUESTED EASMENT:

- CUSTOMER TO PROVIDE METES AND BOUNDS TO MATT NOVY (MATTHEW.NOVY@MIDAMERICAN.COM)
- 10' WIDE EASEMENT TO COVER THE LOCATION OF CUSTOMER CONDUIT INSTALLED

CONDUIT MAP:

- MEC INSTALLED 2" CONDUIT
- CUSTOMER INSTALLED 2" CONDUIT



Cust: ANKENY - IRVINGDALE WATER TOWER

Addr: 3755 IRVINGDALE

City: ANKENY

DR

X = 1602432 Y = 642069



WMS_REV:2980892-1

Date: 12/2/2022

Scale: 1 IN = X FT

Designer: HALLS, AARON G

Job Desc: NEED COST AND DESIGN FOR 240V, SINGLE PHASE, 400 AMP SERVICE TO NEW WATER TOWER;

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Prepared by and return to: Christin Erwin	515-252-6989
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657	

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>123919</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2980892</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>03</u>	
		Township	<u>80</u>	North
		Range	<u>24</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **The City of Ankeny, Iowa**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

EASEMENT AREA:

An underground electric easement described as follows:

Said easement area is generally depicted on Exhibit "A", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.
3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.
4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.
6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.
9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Dated this ____ day of _____, 2023

The City of Ankeny, Iowa

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2023,

by _____ as _____ of

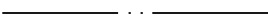
The City of Ankeny, Iowa.

Signature of Notary Public

LEGEND



SUBJECT EASEMENT AREA



EXISTING BOUNDARY LINE

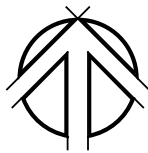


EXISTING EASEMENT LINE

P.O.B.

POINT OF BEGINNING

EXHIBIT A



NORTH



SCALE

REQUESTED BY

MIDAMERICAN ENERGY
COMPANY

PROPRIETOR

CITY OF ANKENY
410 WEST 1ST STREET
ANKENY, IOWA 50023

SUBJECT PROPERTY LEGAL DESCRIPTION

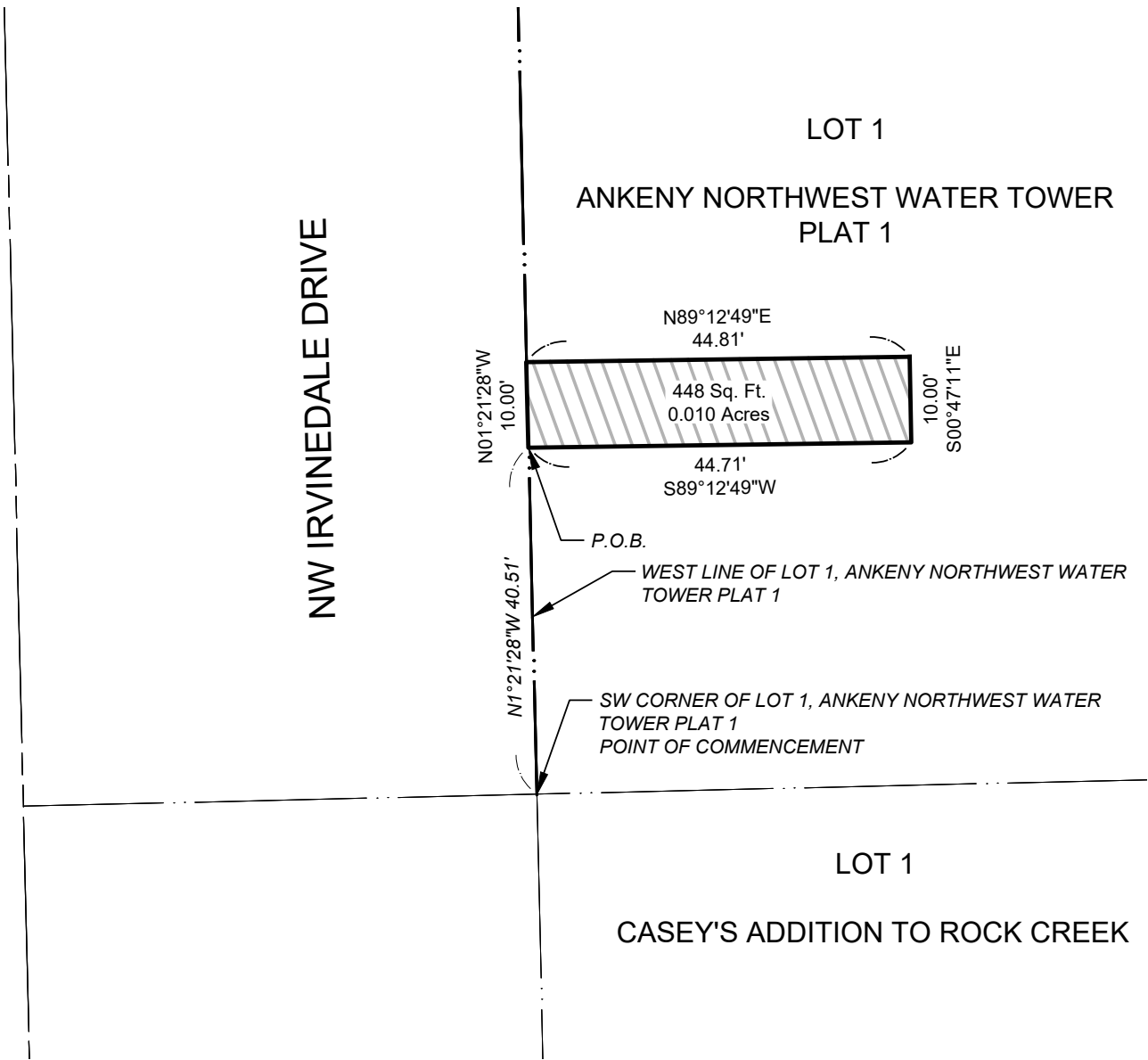
LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

DESCRIPTION OF PROPOSED EASEMENT

THAT PART OF LOT 1, ANKENY NORTHWEST WATER TOWER PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01°21'28" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.51 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01°21'28" WEST, CONTINUING ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°12'49" EAST, A DISTANCE OF 44.81 FEET; THENCE SOUTH 00°47'11" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°12'49" WEST, A DISTANCE OF 44.71 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.010 ACRES (448 SQUARE FEET), MORE OR LESS.



1933 SW MAGAZINE ROAD
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:

PERMANENT EASEMENT

LOCATION:

ANKENY, IOWA

NAI No.:

22089

DRAWN BY:

ADS

DWG No.:

1/1

DATE:

10/12/2023

CHECKED BY:

JHP

SHEET TITLE:

EX-1



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed SW Oralabor Road & SW Edgewood Lane Intersection Improvements (PH 2024-08)

EXECUTIVE SUMMARY:

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for this project was held on Tuesday, January 30, 2024. Five (5) bids were received as follows:

1. Absolute Concrete Construction, Inc. dba Absolute Group \$197,837.00
2. Brothers Concrete \$232,625.00
3. TK Concrete, Inc. \$244,600.00
4. Shekar Engineering, PLC \$252,577.20
5. JC Construction \$265,190.00

The Engineer's Estimate for the project was \$ 220,297.50. The bids ranged from approximately 10% below to 20% above the estimate. Absolute Concrete Construction, Inc. dba Absolute Group has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project to Absolute Concrete Construction, Inc. dba Absolute Group of Granger, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than May 28, 2024 and no later than June 17, 2024.

The Contractor shall substantially complete the overall project within thirty (30) working days. Substantial completion for the overall project shall be defined as all grading and pavement completed, with the new pavement markings and signs installed, and the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project within ten (10) working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$220,297.50).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the SW Oralabor Road and SW Edgewood Lane Intersection Improvements project.
3. Receive and file the report of bids received on January 30, 2024.

4. Approve Resolution, making award of construction contract to Absolute Concrete Construction, Inc. dba Absolute Group of Granger, Iowa.
5. Approve Resolution, approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$197,837.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 2, 2024: The City Council approved a Resolution ordering construction and setting the bid opening date as January 30, 2024, and setting the public hearing date as February 5, 2024.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$220,297.50; 2) receive and file report of bids received January 30, 2024; 3) adopt **RESOLUTION** making award of construction contract with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$197,837.00; and 4) adopt **RESOLUTION** approving contract and bonds with Absolute Concrete Construction, Inc. dba Absolute Group in the amount of \$197,837.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE SW
ORALABOR ROAD AND SW EDGEWOOD LANE
INTERSECTION IMPROVEMENTS

WHEREAS, on the 2nd day of January, 2024, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements; and

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

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

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

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk



BID LETTING

10:30 A.M.

JANUARY 30, 2024

SW ORALABOR ROAD & SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW Oralabor Road & SW Edgewood Lane Intersection Improvements project in accordance with the Plans and Specifications prepared by Ankeny Public Works Department.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 220,297.⁵⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	Brothers Cleaning Corp 4000 Colfax Ave Des Moines, IA 50317	232,625 ⁰⁰	✓
2) ✓	Shekar Engineering P.L.C. 2600 MLK Jr. Hwy #200 Des Moines IA 50310	252,572 ⁸⁰	✓
* 3) ✓	Absolute Group PO Box 430 Granger IA 50109	197,837 ⁰⁰	✓
4) ✓	TK Concrete, Inc 1608 Fifield Road Pella, IA 50219	245,365 ⁰⁰	✓
5) ✓	JC Construction 116 Crestview Dr Marshalltown IA 50158	264,990 ⁰⁰	✓
6) _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* Apparent Low Bidder

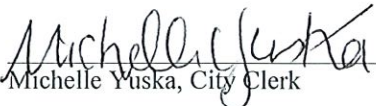
Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
7) _____	_____ _____ _____	_____	_____
8) _____	_____ _____ _____	_____	_____
9) _____	_____ _____ _____	_____	_____
10) _____	_____ _____ _____	_____	_____
11) _____	_____ _____ _____	_____	_____
12) _____	_____ _____ _____	_____	_____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

*Apparent Low Bidder

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

ATTEST:


 Mark Mueller, Public Works Director


 Michelle Yuska, City Clerk

IA Hwy. 415/SW Orallabor Road and SW Edgewood Lane/SW Stonehaven Lane Intersection Improvements
Addition of eastbound and westbound left turn lanes on IA Hwy. 415/SW Orallabor Road at the SW Edgewood Lane and the SW Stonehaven Lane intersections
January 30, 2024

Calculation error - unit price held.

Bid Tabulation																		
IA Hwy. 415/SW Oralabor Road and SW Edgewood Lane/SW Stonehaven Lane Intersection Improvements																		
Addition of eastbound and westbound left turn lanes on IA Hwy. 415/SW Oralabor Road at the SW Edgewood Lane and the SW Stonehaven Lane intersections																		
January 30, 2024																		
Item No.	SUDAS No.	Item	Unit	JC Construction														
				Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost	Total Quantity	Unit Price	Total Cost
		EARTHWORK																
2.01	2010-E	Excavation, Class 10	CY	160	\$ 30.00	\$ 4,800.00	160		\$ -	160		\$ -	160		\$ -	160		\$ -
2.02	2010-G	Subgrade Preparation, 6" Depth	SY	930	\$ 6.00	\$ 5,580.00	930		\$ -	930		\$ -	930		\$ -	930		\$ -
2.03	2010-I	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	230	\$ 15.00	\$ 3,450.00	230		\$ -	230		\$ -	230		\$ -	230		\$ -
2.04	2010-J	Subbase, Modified, Recycled PCC, 6" Depth	SY	930	\$ 8.00	\$ 7,440.00	930		\$ -	930		\$ -	930		\$ -	930		\$ -
2.05	2010-M	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
		STREETS AND RELATED WORK																
7.01	7010-A	Pavement, PCC, Class C-SUD, 10.5" Thick	SY	770	\$ 155.00	\$ 119,350.00	770		\$ -	770		\$ -	770		\$ -	770		\$ -
7.02	7010-999-A	Plastic Concrete Testing	LS	1	\$ 1,000.00	\$ 1,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
7.03	7010-G	Concrete Median, Doweled, 6" Thick	SY	160	\$ 120.00	\$ 19,200.00	160		\$ -	160		\$ -	160		\$ -	160		\$ -
7.04	7010-G	Concrete Median, 6" Thick	SY	270	\$ 100.00	\$ 27,000.00	270		\$ -	270		\$ -	270		\$ -	270		\$ -
7.05	7040-B	Subbase Over-excavation, 6" Depth	SY	90	\$ 40.00	\$ 3,600.00	90		\$ -	90		\$ -	90		\$ -	90		\$ -
7.06	7040-H	Pavement Removal	SY	365	\$ 15.00	\$ 5,475.00	365		\$ -	365		\$ -	365		\$ -	365		\$ -
		TRAFFIC CONTROL																
8.01	8020-C	Painted Pavement Markings, Durable	STA	6	\$ 1,140.00	\$ 6,840.00	6		\$ -	6		\$ -	6		\$ -	6		\$ -
8.02	8020-G	Painted Symbols and Legends, Durable	EA	5	\$ 500.00	\$ 2,500.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
8.03	8020-J	Raised Pavement Markers	EA	90	\$ 17.00	\$ 1,530.00	90		\$ -	90		\$ -	90		\$ -	90		\$ -
8.04	8020-K	Pavement Markings Removed	STA	3.0	\$ 600.00	\$ 1,800.00	3.0		\$ -	3.0		\$ -	3.0		\$ -	3.0		\$ -
8.05	8020-M	Grooves Cut for Pavement Markings	STA	6	\$ 500.00	\$ 3,000.00	6		\$ -	6		\$ -	6		\$ -	6		\$ -
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	7	\$ 300.00	\$ 2,100.00	7		\$ -	7		\$ -	7		\$ -	7		\$ -
8.07	8020-999-A	Painted Symbols and Legends, Thermoplastic	EA	2	\$ 700.00	\$ 1,400.00	2		\$ -	2		\$ -	2		\$ -	2		\$ -
8.08	8030-A	Temporary Traffic Control	LS	1	\$ 14,750.00	\$ 14,750.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
8.09	8030-999-A	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$ 140.00	\$ 2,800.00	20		\$ -	20		\$ -	20		\$ -	20		\$ -
8.10	8040-A	Traffic Signs By Area	SF	41	\$ 50.00	\$ 2,025.00	41		\$ -	41		\$ -	41		\$ -	41		\$ -
8.11	8040-D	Perforated Square Tube Steel Posts	LF	28	\$ 50.00	\$ 1,400.00	28		\$ -	28		\$ -	28		\$ -	28		\$ -
8.12	8040-F	Round Steel Posts	LF	40	\$ 60.00	\$ 2,400.00	40		\$ -	40		\$ -	40		\$ -	40		\$ -
8.13	8040-H	Round Steel Post Anchors	EA	8	\$ 200.00	\$ 1,600.00	8		\$ -	8		\$ -	8		\$ -	8		\$ -
8.14	8040-J	Remove and Salvage Traffic Sign Assembly, Sign and Post	EA	5	\$ 150.00	\$ 750.00	5		\$ -	5		\$ -	5		\$ -	5		\$ -
8.15	8040-J	Remove and Salvage Traffic Sign Assembly, Sign Only	EA	4	\$ 125.00	\$ 500.00	4		\$ -	4		\$ -	4		\$ -	4		\$ -
		SITE WORK AND LANDSCAPING																
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	0.05	\$ 30,000.00	\$ 1,500.00	0.05		\$ -	0.05		\$ -	0.05		\$ -	0.05		\$ -
9.02	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	0.05	\$ 36,000.00	\$ 1,800.00	0.05		\$ -	0.05		\$ -	0.05		\$ -	0.05		\$ -
9.03	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.10	\$ 10,000.00	\$ 1,000.00	0.10		\$ -	0.10		\$ -	0.10		\$ -	0.10		\$ -
		MISCELLANEOUS																
11.01	11,020-A	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
11.02	11,050-A	Concrete Washout	LS	1	\$ 1,600.00	\$ 1,600.00	1		\$ -	1		\$ -	1		\$ -	1		\$ -
TOTAL AMOUNT BID =					\$ 265,190.00			\$ -		\$ -		\$ -		\$ -			\$ -	

Calculation error - unit price held.

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

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

Section 1. That the following bid for the construction of certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements, described in the plans and specifications heretofore adopted by this Council on February 5, 2024, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor:	<u>Absolute Concrete Construction, Inc dba Absolute Group</u>	of	<u>Granger, Iowa</u>
Amount of bid:	<u>\$197,837.00</u>		
Portion of project:	<u>All construction work</u>		

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

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SW Oralabor Road and SW Edgewood Lane Intersection Improvements, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

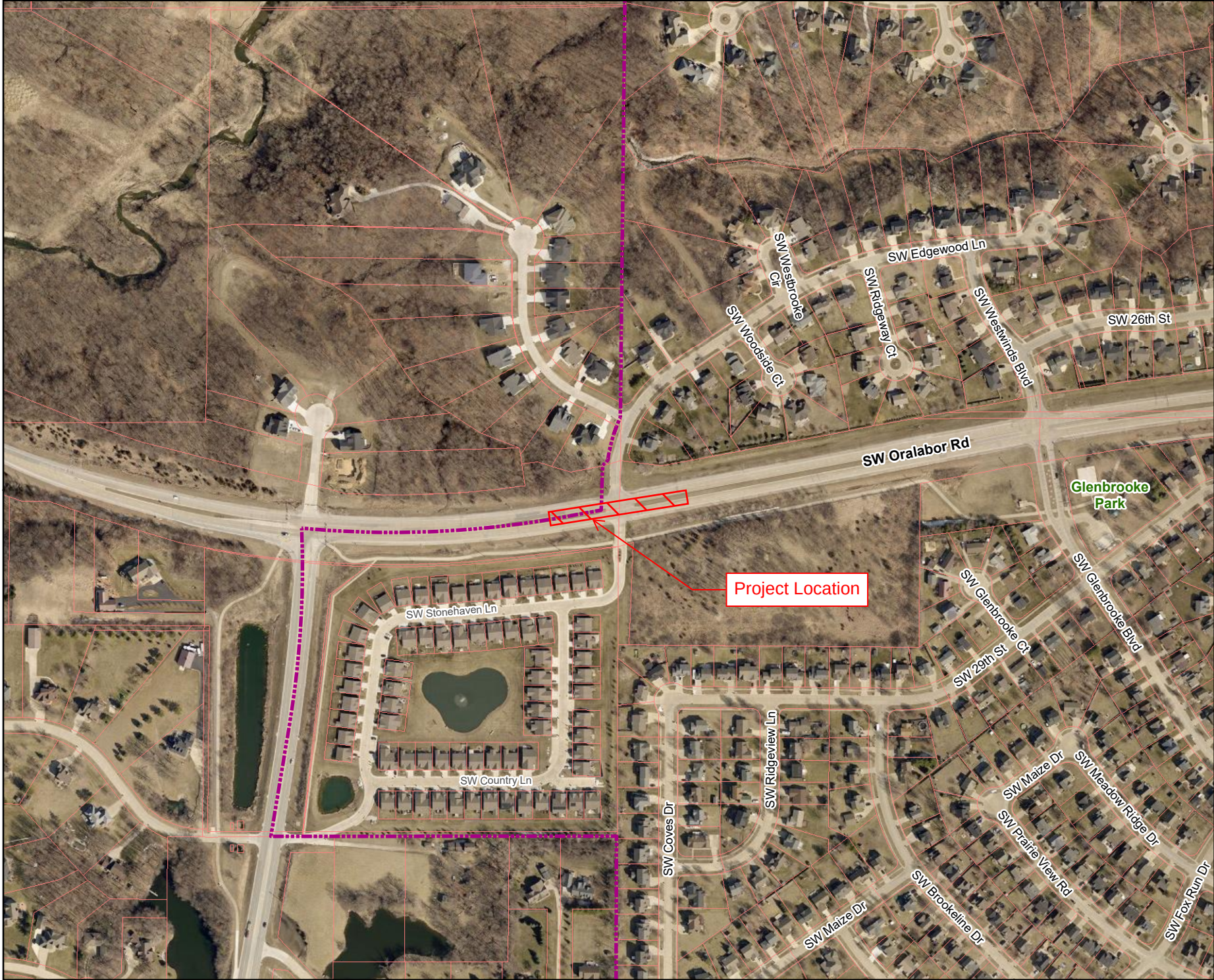
Contractor:	<u>Absolute Concrete Construction, Inc. dba Absolute Group</u>	of	<u>Granger, Iowa</u>
Amount of bid:	<u>\$197,837.00</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 5th day of February, 2024.

Mayor

ATTEST:

City Clerk



Project Location



SW Oralabor Rd. & SW Edgewood Ln.
Intersection Improvements
Map is for Location Purposes Only.

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 5th day of February, 2024, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Concrete Construction, Inc. dba Absolute Group, hereinafter called the "Contractor."

WITNESSETH:

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

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

SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Hundred Ninety-Seven Thousand Eight Hundred Thirty-Seven and 00/100 DOLLARS (\$197,837.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **thirty (30) working days**. Substantial completion for the overall project shall be defined as all grading and pavement completed, with the new pavement markings and signs installed, and the new streets, driveways, and sidewalks fully open to traffic. **A mandatory six-day work week is not required; however, working days will be charged on Saturdays if the Contractor elects to perform bid item work on Saturdays.** Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____

(Seal)

ATTEST:

CONTRACTOR:

Absolute Concrete Construction, Inc
dba Absolute Group

Contractor

By



Signature

Vice President
Title

1800 Burr Oak Blvd
Street Address

Granger IA, 50109
City, State, Zip Code

(515) 497-6140
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 4 5 5 - 6 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

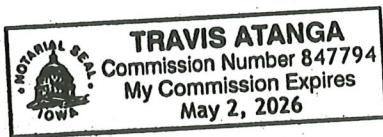
NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 1st day of February, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Drew Roberts and Matthew Triggs, to me known, who, being by me duly sworn, did say that they are the Vice president, and President, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Drew Roberts and Matthew Triggs acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Travis Atanga
Notary Public in and for the State of Iowa
My commission expires 05/02, 2026

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Excavation, Class 10	CY	160	\$ 25.55	\$ 4,088.00
2.02	Subgrade Preparation, 6" Depth	SY	930	\$ 4.30	\$ 3,999.00
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	230	\$ 4.50	\$ 1,035.00
2.04	Subbase, Modified, Recycled PCC, 6" Depth	SY	930	\$ 9.50	\$ 8,835.00
2.05	Compaction Testing	LS	1	\$ 1,575.00	\$ 1,575.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 10.5" Thick	SY	770	\$ 96.00	\$ 73,920.00
7.02	Plastic Concrete Testing	LS	1	\$ 2,500.00	\$ 2,500.00
7.03	Concrete Median, Doweled, 6" Thick	SY	160	\$ 110.00	\$ 17,600.00
7.04	Concrete Median, 6" Thick	SY	270	\$ 76.00	\$ 20,520.00
7.05	Subbase Over-excavation, 6" Depth	SY	90	\$ 22.00	\$ 1,980.00
7.06	Pavement Removal	SY	365	\$ 20.00	\$ 7,300.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	6.0	\$ 950.00	\$ 5,700.00
8.02	Painted Symbols and Legends, Durable	EA	5.0	\$ 400.00	\$ 2,000.00
8.03	Raised Pavement Markers	EA	90.0	\$ 12.00	\$ 1,080.00
8.04	Pavement Markings Removed	STA	3.0	\$ 450.00	\$ 1,350.00
8.05	Grooves Cut for Pavement Markings	STA	6.0	\$ 375.00	\$ 2,250.00
8.06	Grooves Cut for Symbols and Legends	EA	7.0	\$ 175.00	\$ 1,225.00
8.07	Painted Symbols and Legends, Thermoplastic	EA	2.0	\$ 575.00	\$ 1,150.00
8.08	Temporary Traffic Control	LS	1.0	\$ 15,000.00	\$ 15,000.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	20.0	\$ 125.00	\$ 2,500.00
8.10	Traffic Signs By Area	SF	40.5	\$ 30.00	\$ 1,215.00
8.11	Perforated Square Tube Steel Posts	LF	28.0	\$ 30.00	\$ 840.00

8.12	Round Steel Posts	LF	40.0	\$ 45.00	\$ 1,800.00
8.13	Round Steel Post Anchors	EA	8.0	\$ 150.00	\$ 1,200.00
8.14	Remove and Salvage Traffic Sign Assembly, Sign and Post	EA	5.0	\$ 125.00	\$ 625.00
8.15	Remove and Salvage Traffic Sign Assembly, Sign Only	EA	4.0	\$ 75.00	\$ 300.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.05	\$ 30,000.00	\$ 1,500.00
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.05	\$ 10,000.00	\$ 500.00
9.03	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.10	\$ 20,000.00	\$ 2,000.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$ 10,750.00	\$ 10,750.00
11.02	Concrete Washout	LS	1	\$ 1,500.00	\$ 1,500.00

TOTAL CONTRACT AMOUNT =

\$ 197,837.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Concrete Construction, Inc. dba Absolute Group, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as 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 One Hundred Ninety-Seven Thousand Eight Hundred Thirty-Seven and 00/100 DOLLARS (\$197,837.00), 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 5th day of February, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

**SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION
IMPROVEMENTS**

The SW Oralabor Road and SW Edgewood Lane Intersection Improvements project includes adding turn lanes on SW Oralabor Road at SW Edgewood Lane and SW Stonehaven Lane.

The construction improvements include approximately 650 SY of 10.5" PCC Class C-SUD street pavement, Class 10 excavation, subgrade preparation, modified subbase, paved medians, pavement markings, temporary traffic control, final surface restoration, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

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

When a word, term, or phrase 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.

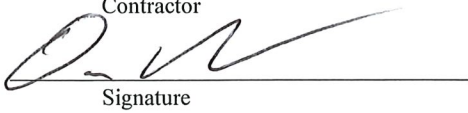
Witness our hands, in triplicate, this 5th day of February, 2024.

PRINCIPAL:

Absolute Concrete Construction, Inc. dba Absolute Group

Contractor

By


Signature

Vice President

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By


Signature Attorney-in-Fact Officer

Abigail R. Mohr

Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.

Company Name

P. O. Box 14498

Company Address

Des Moines, IA 50306

City, State, Zip Code

515-243-8171

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; Laura Peiffer; Mat DeGroot; Matthew R Fay; Michael L McCoy; Sandy VanOsten

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of March, 2022.

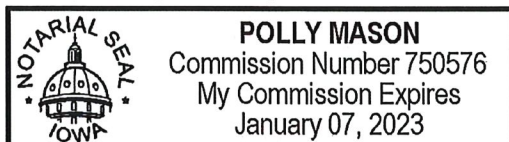


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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 5th day of February, 2024.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Francisco Honzura PHONE (A/C, No, Ext): 515-309-6220 FAX (A/C, No): 515-457-8964 E-MAIL ADDRESS: Francisco_Honzura@ajg.com														
INSURED Absolute Concrete Construction, Inc. PO Box 148 Slater, IA 50244	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : American Guarantee and Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C : Ironshore Specialty Insurance Co</td><td>25445</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee and Liability Ins Co	26247	INSURER C : Ironshore Specialty Insurance Co	25445	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 554927665****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		GLO4425281-01	5/3/2023	5/3/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP4425283-01	5/3/2023	5/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AUC4596526-01	5/3/2023	5/3/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC4425282-01	5/3/2023	5/3/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Leased/Rented Equip Pollution Liability			CPP5698002-01 ICELLUW00148154	5/3/2023 5/3/2023	5/3/2024 5/3/2025	Ded \$1,000 Limit/Agg: \$1M/\$2M \$1,000,000 Retention \$15,000

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

Re: Project: SW ORALABOR ROAD AND SW EDGEWOOD LANE INTERSECTION IMPROVEMENTS

The City of Ankeny is an additional insureds on the General Liability policy per form UGL1175.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 410 W 1st St Ankeny IA 50023	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO4425281-01	05/03/2023	05/03/2024	05/03/2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

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

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

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

All other terms and conditions of this policy remain unchanged.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SW Walnut Street and SW Ordinance Road Water Main
Professional Services Agreement with MSA Professional Services, Inc.

EXECUTIVE SUMMARY:
The action before the City Council is the approval of a Professional Services Agreement with MSA Professional Services, Inc., for design engineering and bidding phase services needed for the SW Walnut Street and SW Ordinance Road Water Main Project.

The Municipal Utilities Department proposes to use MSA Professional Services, Inc. (MSA), to complete the necessary engineering services for the project. The project will include the design of approximately 3600 LF of 8" water main along the west side of SW Walnut drive from SW 3rd Street to the north side of SW Ordinance Road, and along SW Ordinance Road from SW Cherry Street to an existing water main located just north of Ankeny Police Station. The project will also include the installation of diagonal parking stalls along the west side of SW Walnut Street both north and south of High Trestle Trail

Crossing.

The scope of professional services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the professional services is \$210,000.00.

It is recommended that the City Council approve the Professional Services Agreement with MSA Professional Services, Inc.

FISCAL IMPACT: No

The project is included in the City's 2024 - 2028 Capital Improvement Program with design in 2024 and construction in 2025.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with MSA Professional Services, Inc., for the design engineering and bidding phase services on the SW Walnut Street and SW Ordinance Road Water Main Project in an amount not to exceed \$210,000.00 and the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with MSA Professional Services, Inc., for the design engineering and bidding phase services on the SW Walnut Street and SW Ordinance Road Water Main Project in an amount not to exceed \$210,000.00 and the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement
 Project Location Map



Professional Services Agreement

MSA Project Number: 09085058
City of Ankeny Number: WTM-20-002

This AGREEMENT (Agreement) is made effective February 05, 2024 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1555 SE Delaware Ave Ste F, Ankeny, IA 50021

Phone: (515) 964-1920

Representative: Nichole Sungren

Email: nsungren@msa-ps.com

CITY OF ANKENY (OWNER)

Address: 410 W First St, Ankeny, IA 50023

Phone: (515) 965-6400

Representative: Don Clark, PE

Email: DClark@AnkenyIowa.gov

Project Name: SW Walnut Street and SW Ordinance Road Water Main

The scope of the work authorized is: See Attachment A: Scope of Services

The estimated fee for the work is: \$210,000.00

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

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

CITY OF ANKENY

Mark E. Holm

Mayor

Date: _____

MSA PROFESSIONAL SERVICES, INC.



Nichole Sungren

Team Leader/ Project Manager

Date: 01/29/2024

OWNER ATTEST:

Michelle Yuska

City Clerk

Date: _____



Jake Huck, P.E.

Regional Public Works Manager

Date: 01/29/2024

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

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

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

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

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

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

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. Conduct Expectations. Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

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

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

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

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

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

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

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

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

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

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

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a

reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Polk County, Iowa.

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

2. Preliminary Design

• Preliminary Design

- Environmental and Historical Review: Desktop evaluation to assess site for potential environmental, wetland, floodplain, historical, or architectural impacts.
- Water Design: Develop horizontal and vertical alignments for water mains. Determine valve, hydrant, service and connection locations. Perform required design computations regarding pressure and flow volumes. Prepare construction details.
 - Prepare proposed pipe routing plan for proposed facilities.
 - a. Water main shall be evaluated during design, based on constructability and cost, for open cut vs. bore, including the crossing under the High Trestle Trail.
 - b. ENGINEER will design field/driveway entrance culverts to be replaced with RCP culverts of the same size as existing or a minimum of 15-inches
- Parking Design: Develop preliminary layout for diagonal parking along SW Walnut Street, Areas F, G, and H based off the Ankeny Uptown Parking Study prepared by MSA Professional Services dated April 2021.
 - Determined final parking count and angle.
 - It is assumed that the existing pavement shall be removed and replaced.
 - ENGINEER shall coordinate with City staff to determine if any city utility improvements (storm, sanitary or water) within the corridor need to be made during design.
 - ENGINEER shall prepare detailed geometric plans for the parking layout, including elevations and jointing.
 - ENGINEER shall determine Proposed Easements or Right-of-Way needs, if any.
 - ENGINEER shall coordinate with local and franchise utilities for any necessary utility relocations.
- Erosion Control Design: Determine location and type of erosion control devices needed to meet regulatory requirements.

• Plan Preparation and Drafting

- Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and parking, typical parking cross section, and typical construction details.

• Construction Cost Estimates

- Preliminary Construction Cost Estimate: Develop a preliminary construction cost estimate based on preliminary plans.
 - Develop a cost estimate that includes the cost of open cutting the water main and includes the cost for the installation of a temporary 2" water main during construction and the removal and replacement of existing curb and gutter/pavement along the west side of SW Walnut Street
 - Develop a cost estimate that includes the cost for the boring of the water main throughout the project corridor
 - Preliminary cost estimate will be used by the City to determine if the project will be open cut or bored.

- This decision will be documented by the City with the preliminary plan comments, in writing, and the resulting decision will not be able to be changed, except by Project Amendment after the commencement of the final plan phase.
- **Quality Assurance/Quality Control**
 - Employ documented quality-assurance/quality-control procedures throughout project.

3. Final Design

- **Final Design**
 - Plan set revisions per comments from preliminary set comments from OWNER.
 - Prepare proposed pipe routing plan and profiles.
 - ENGINEER shall prepare final parking layout grading plan, including spot elevations.
 - ENGINEER shall develop Erosion control plan and SWPPP. OWNER shall provide SWPPP Template.
 - ENGINEER shall develop a SWPPP, meeting local and state agency requirements, file the required public notices, file a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2, and pay the associated NPDES permit fees.
 - ENGINEER shall develop phasing and traffic control plans; as necessary.
- **Plan Preparation and Drafting**
 - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
 - ENGINEER shall prepare Traffic Control Plan in accordance with latest MUTCD and SUDAS guidance.
- **Front-end documents**
 - Front-end documents: Create Front Ends from City templates for OWNER, as necessary
- **Permits**: Prepare permit application and required attachments for:
 - i. Iowa DNR Water Permit
 1. Pay associated fees
 - ii. NPDES General Permit No. 2
 1. Develop SWPPP
 2. File public notice
 3. File Notice of Intent
 4. Pay associated fees
 - iii. Polk County/Polk Conservation Board (High Trestle Trail Crossing)
- **Construction Cost Estimates**
 - i. Check and Final Construction Cost Estimates: Develop construction cost estimates based on check and final plans. Develop an Engineers Estimate of Construction cost based on quantities computed from project plans.
- **Quality Assurance/Quality Control**
 - Employ documented quality-assurance/quality-control procedures throughout project.

4. Bidding

- Printing of bidding Documents
 - i. Provide OWNER with (6) 11x17 paper copies of final plans and (2) paper copies of the front-end documents.
- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Respond to Contractor questions during quotation process.
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Attend a Public Bid Opening at City of Ankeny Public Services Building
- Prepare bid tabulation
- Assist the OWNER in evaluating quotations and make a recommendation for award
- Preparation of construction contract for signature and distribute signed contracts
- Review completed contract, bonds, and insurance

5. Project Administration

- **Project Administration**
 - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
- **Utility Coordination**
 - Coordination and Communication
 - Inform private utility companies (gas, electric, and communications) of the project scope and timeline.
 - Note utility locations (as provided by utility companies and/or one-call locate) on the project plans.
 - Provide utility companies with preliminary and final plans for the project.
- **Design Meetings**
 - Project kick-off and scoping meeting: Attend one meeting with staff prior to starting work on the project.
 - Preliminary Plan (50%) review: Attend one meeting with staff after preliminary plans are complete, prior to starting check plans.
 - Check Plan (90%) review: Attend one meeting with staff after check plans are complete, prior to starting final plans.
 - Final Plan (100%) review: Attend one meeting with staff, prior to project letting.
 - Public Information Meeting: Conduct one meeting. Meeting shall be open house format with no formal presentation.
 - Public Information Meeting shall occur after the completion of the Preliminary Plans (50%) City review and comment
 - Unless otherwise noted, all meetings will take place at Ankeny Public Services Building.

DELIVERABLES

MSA will provide the following deliverables:

1. Preliminary (50%) plans: one (1) paper copy, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
2. Preliminary (50%) Construction Cost Estimate
3. Check (90%) plans: one (1) paper copy, one PDF file of the preliminary plans, and construction cost estimate for Owner review.
4. Check (90%) Construction Cost Estimate
5. Final (100%) plans: one (1) paper copy and one PDF file of the final plans and construction cost estimate, for Owner review.
6. Final (100%) Construction Cost Estimate
7. Permit Applications: One PDF file (per application) containing permit application with attachments for submittal to permitting authority.
8. Provide OWNER with final PDF of Final (100%) plans and front end documents.
9. Bidding Documents: Provide OWNER with (6) 11x17 paper copies of final plans and (2) paper copies of the front-end documents.
10. Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.

ADDITIONAL SERVICES

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

1. Assistance with acquisition of real estate and/or temporary or permanent easements
2. Survey mapping and monumentation
3. Utility system modeling
4. Funding applications and administration
5. Additional meetings not specifically listed in the scope.
6. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
7. Permit assistance related to surface waters and wetlands.
8. Variance requests (if required for permit applications included in the scope).
9. Updates to Owner's electronic Geographic Information System to reflect changes from project.
10. Easements and Land Acquisitions Services
11. Additional Permits
12. ENGINEER shall coordinate with City staff to determine if any city utility improvements (storm or sanitary) within the corridor need to be made during design
 - a. Any utility design shall not be included as a part of this project scope but can be added by amendment, if requested by the City.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will operate Owner's systems (hydrants, valves, manholes, etc.) as needed for MSA to obtain required information for the completing project.
- Owner will provide timely response to questions and review of engineering submittals.

- Owner will authorize submittal of necessary permit applications. ENGINEER will pay fees and will be reimbursed through project.

FEE SUMMARY

- The Owner will compensate MSA for the Scope of Services listed above as follows:

SW Walnut Street and SW Ordinance Road Water Main	\$169,400.00
Uptown Phase 2 Parking Improvements – Areas F, G & H	\$40,600.00
Total	\$210,000.00

reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Polk County, Iowa.

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

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design.....	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators	\$105 – \$130/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects.....	\$ 75 – \$215/hr.
Planners.....	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems	\$150 – \$200/hr.
Project Managers.....	\$150 – \$230/hr.
Real Estate Professionals	\$135 – \$165/hr.
Staff Engineers	\$ 75 – \$145/hr.
Technicians.....	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator.....	\$ 90 – \$115/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

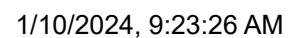
Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

Attachment C – Project Schedule**PROJECT SCHEDULE****SW Walnut Street and SW Ordinance Road Water Main**

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

Project Task	Start	End
Project Authorization from City	02/05/23	N/A
Project Survey *	02/05/23	02/23/23
Preliminary Plan Preparation	02/26/23	04/19/23
Preliminary Plan Submittal	04/22/23	N/A
City Preliminary Plan Review	04/22/23	05/03/23
Check Plan Preparation	05/06/23	06/14/23
Check Plan Submittal	06/14/23	N/A
City Check Plan Review	06/17/23	06/28/23
Final Plan Preparation	07/01/23	07/26/23
Final Plan Submittal	07/29/23	N/A
City Final Plan Review	07/29/23	08/09/23
Submit Notice to Bidders and Notice of Public Hearing to City	07/29/23	N/A
Final Plans to Clerk for September 10th Letting	08/09/24	N/A
Set Bid Date and Public Hearing Date	08/19/24	N/A
Post Notice to Bidders and Notice of Public Hearing to Iowa League & MBI	08/21/24	N/A
Publish Notice to Bidders and Notice of Public Hearing in Local Newspaper	08/30/24	N/A
Bid Letting	09/10/24	N/A
Award of Contract	09/16/24	N/A
Project Construction	Spring 2025	Fall 2025

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



Road

Polk County

US Hwy

Parcels



Proposed Parking Design

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Auditor's Office, Polk County, Iowa, Sources: Esri, TomTom, U.S. Department of Commerce, U.S. Census Bureau, Esri Community Maps Contributors, Des

Polk County web app

Polk County has compiled this information for government purposes only. Polk County makes no warranties, either expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use.



MUNICIPAL
UTILITIES
DEPARTMENT

1 in = 500 ft
Date: 10/18/2023



SW Walnut and Ordinance Watermain Improvements



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Provide Regional Leadership

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Proposed 2024 State Legislative Priorities

EXECUTIVE SUMMARY:
Each year, the City establishes State legislative priorities that assist the Mayor, City Manager and staff in intergovernmental relations. The proposed legislative priorities are attached.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve attached resolution establishing the City's 2024 State legislative priorities

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt
RESOLUTION
establishing the City of Ankeny's 2024 State Legislative Priorities.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION NO. 2024-_____

**RESOLUTION ESTABLISHING THE CITY OF ANKENY'S
2024 STATE LEGISLATIVE PRIORITIES**

WHEREAS, the City of Ankeny is a fast-growing municipality in Iowa; and

WHEREAS, the City of Ankeny and other cities play a crucial role as economic drivers in the State of Iowa's economy; and

WHEREAS, cities need to partner with the State of Iowa to ensure they receive the support they need to energize their own and the State's economic futures; and

WHEREAS, an ongoing dialogue on key legislative matters between City policymakers and staff with the State's legislators and Executive Branch is an important component of any community's success.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny hereby approves the attached list of 2024 State Legislative Priorities.

BE IT FURTHER RESOLVED that the City Manager and staff pursue these priorities on behalf of the City Council during the 2024 State Legislative session.

APPROVED AND ADOPTED this 5th day of February 2024.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

PROPERTY TAX SYSTEM: Maintain status quo to analyze past legislative impacts.

The legislature has made a series of changes to the property tax system in recent years. The property tax system in Iowa is complicated and it is important that the State not make further changes until cities have the ability to observe the aggregate impacts of all of previous legislative changes. A period of observation and analysis prior to any new legislation gives cities and other local governments an opportunity to determine what budget pressures result from prior legislation and provide an opportunity to align service levels with the “new normal.”

EFFICIENCIES FOR STAFFING CHALLENGES: Explore limited changes to existing Civil Service Commission requirements.

Chapter 400 of the Iowa Code requires Ankeny to maintain a Civil Service Commission. While the City does not seek to abolish the Commission and recognizes the protections it offers to public employees, all cities should have similar flexibility in recruiting, testing and evaluating prospective employees. For example, more explicit latitude to waive statutory and Administrative Code requirements for physical agility and other pre-employment tests, particularly when recruiting certified police officers who may have very recently undergone nearly identical testing, and other, similar statutory changes that provide flexibility, would be useful in Ankeny’s recruitment efforts.

MUNICIPAL FIRE & POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI): Address employer-paid costs to ensure sustainability.

The City of Ankeny values its police officers and firefighters who bravely serve in critical roles in local government. The funding mechanism for the Municipal Fire & Police Retirement System of Iowa (MFPRSI) requires 100% of any increases in costs to be paid by the employer, in contradiction to many other public pension systems. This can and has resulted in significant changes to contribution rates for employers. Employer contribution rates have ranged from a low of 22.66% to a high of 30.41% since fiscal year 2015. A rational, thoughtful solution to long-term public safety pension funding is needed to ensure the pension system is sustainable.

TAX INCREMENT FINANCING (TIF): Useful tool for economic development, limit reform and seek input from cities.

Cities have limited economic development tools to attract new businesses and retain expanding businesses. The current TIF law works well for Ankeny, including the ability to use annual appropriation debt for larger-scale projects. Existing TIF laws include provisions to hold local governments accountable for decisions they make through substantial reporting requirements and sign-off requirements for relocations. Efforts to exclude some jurisdictions (e.g., school districts) from sharing in the costs of TIF could have harmful effects on city budgets and result in longer incentive periods. Without all taxing jurisdictions participating in economic development projects to help bridge financial gaps for businesses making large-scale investments, the costs get distributed on a larger scale to the local municipality participating. Those who benefit from

tax increment should participate in its costs. Any efforts to limit TIF's scope or flexibility should be thoughtfully and collaboratively approached, with significant input from cities.

PROPERTY ACQUISITION EFFICIENCY: Explore legislation that caps legal fees and establishes timelines for resolving property acquisition issues.

Like all cities, Ankeny occasionally needs to utilize eminent domain procedures to acquire property for the construction of street and utility projects, easements, etc. It is a given that changes should continue to ensure property owners receive just compensation as required by the U.S. and Iowa Constitutions. But Iowa's system occasionally provides an opportunity for long, drawn-out legal processes to finalize payments for such acquisitions. The process can result in exorbitant, taxpayer-unfriendly legal fees resulting from years of delays. A review of relevant statutes and inclusion of carefully crafted language that establishes reasonable legal fee caps and establishes reasonable timeframes to resolve such issues would provide a fairer system for taxpayers without negatively impacting property owners.



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

February 5, 2024
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Budget Workshop - Operating Funds - 2/12/24 @ 5:30p.m.***
- ***Public Hearing - NW 36th St & NW Weigel Dr HMA Resurfacing - 2/19/24 @ 5:30 p.m.***
- ***Public Hearing - SE 3rd St Utility Improvements - Phase 2 - 2/19/24 @ 5:30 p.m.***
- ***Public Hearing - Ankeny Fire Station No. 4 - 2/19/24 @ 5:30 p.m.***
- ***Budget Workshop - Hotel/Motel and Enterprise Funds - 2/26/24 @ 5:30p.m.***
- ***Public Hearing - SW Magazine Road & SW State Street Intersection Improvements - West Leg Rehabilitation - 3/4/24 @ 5:30 p.m.***
- ***Public Hearing - Magazine Ground Storage Reservoir Rehabilitation - 3/4/24 @ 5:30 p.m.***
- ***Public Hearing - 2024 PCC Pavement Preservation Program - SE Shurfine Drive - 3/4/24 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available