



ANKENY CITY COUNCIL

Regular Meeting

Tuesday, January 17, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY:

1. Mayor's Proclamation - Acknowledge Rotary Club's 50 years of service

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the January 17, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the January 17, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-03 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 NGR Inc., from R-1 to M-1, Light Industrial District.

Action# C1-1. Consider motion to close Public Hearing 2023-03.

2. PH 2023-04 Proposed amendment to the Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa.

Action# C2-1. Consider motion to close Public Hearing 2023-04.

3. PH 2023-05 Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain real estate owned by Bricktowne Piper LC., from R-3, Multiple Family Residence District, to C-2, General Retail & Highway Oriented Business District.

Action# C3-1. Consider motion to close Public Hearing 2023-05.

4. PH 2023-06 Proposed SW State Street Reconstruction - Southbound Lanes

Action# C4-1. Consider motion to close Public Hearing 2023-06

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 3, 2023, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of December 20, 2022.

CA - 3 Receive and file minutes of the Zoning Board of Adjustment meeting of December 6, 2022.

CA - 4 Receive and file minutes of the Civil Service Commission meeting of November 14, 2022.

- **Licenses and Permits**

CA - 5 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

• **Finance/Budget**

CA - 6 Consider motion to receive and file Financial Reports for December 2022.

CA - 7 Consider motion to receive and file Building Permit Report for December 2022.

CA - 8 Consider motion to receive and file Utility Billing Report for December 2022.

CA - 9 Consider motion to approve Change Order #4 increasing the contract amount by \$40,597.58 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

CA - 10 Consider motion to approve Change Order #5 increasing the contract amount by \$8,250.00 to Reilly Construction Co., Inc., for additional tree removal that damaged improvements from 2021 on the West First St Widening & Improvements-Phase 1 project.

CA - 11 Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$621,800.00 with Snyder & Associates, Inc. for construction engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

CA - 12 Consider motion to approve Payment #9 in the amount of \$501,812.87 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

CA - 13 Consider motion to approve Payment #8 in the amount of \$85,369.85 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.

CA - 14 Consider motion to approve Payment #31 in the amount of \$23,560.68 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

CA - 15 Consider motion to approve Payment #5 in the amount of \$4,357.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

CA - 16 Consider motion to approve Payment #4 in the amount of \$615.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.

CA - 17 Consider motion to approve Payment #10 in the amount of \$1,514.23 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.

CA - 18 Consider motion to approve Payment #6 in the amount of \$9,948.05 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

CA - 19 Consider motion to approve Payment #18 in the amount of \$13,534.50 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

CA - 20 Consider motion to approve Payment #2 in the amount of \$130,628.89 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

CA - 21 Consider motion to approve Payment #4 in the amount of \$158,944.50 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well

Pump and Control Building project.

- CA - 22** Consider motion to approve the January 17, 2023 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)

- **Personnel Items**

- CA - 23** Consider motion to accept the Civil Service Commission certified lists for appointment to: Police Officer-Police Department and Fire Chief-Fire Department; subject to passing any further departmental requirements.

- **Community Development Items**

- CA - 24** Consider motion to adopt **RESOLUTION** waiving approval of Schmidt's Acres final plat.

- CA - 25** Consider motion to approve the Albaugh Four Mile Industrial Preliminary Plat.

- **Engineering Items**

- CA - 26** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Maples Condos, LC)

- CA - 27** Consider motion to adopt **RESOLUTION** accepting public improvements for Veridian Credit Union - NW Georgetown Boulevard Widening for paving and related work.

- CA - 28** Consider motion to adopt **RESOLUTION** accepting a proposal and Performance, Payment, and Maintenance Bond from Absolute Concrete in the amount of \$31,590.00 for the construction of the 2023 - SW Westview Drive Storm Sewer Repair project.

- **Capital Improvement Projects**

- CA - 29** **NW 36th Street & NW State Street Interim Improvements:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Con-Struct, Inc. in the amount of \$633,988.00; and c) Final Payment #5 in the amount of \$8,921.44; and Retainage Payment in the amount of \$9,509.82.

- CA - 30** **Ankeny Parks Maintenance Facility Renovation - Phase 2:** Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Burkett Construction, LLC in the amount of \$763,697.00; and c) Approval of Change Order #2 in the amount of \$8,076.00; d) Approval of Pay Application #9 in the amount of \$7,672.20; and e) Final Payment #10/Release of Retainage in the amount of \$38,184.85 which will be released 30 days after project acceptance.

- **Administrative Items**

- CA - 31** Consider motion to approve certification to the Treasurer of State the population of the NGR Four Mile Drive annexed territory as determined by the last certified federal census of said territory.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-31.

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

CA-1 through CA-31.

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

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

H. **LEGISLATIVE BUSINESS:**

- **Approval of Ordinances:**

1. Ord 2127 An Ordinance vacating a portion of a Public Storm Sewer Easement located on Lot 1, John Deere Place Plat 4.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2127, sending it on its final passage and publication as required by law.

Action# H1-2. Consider motion to adopt RESOLUTION authorizing the sale of property vacated by the City of Ankeny, Iowa, to William Doyle, Aim High Automotive, LLC.

2. Ord 2128 An Ordinance vacating a portion of a Public Ingress/Egress Easement located on Lot 1, John Deere Place Plat 4.

Action# H2-1. Consider motion to accept third consideration of ORDINANCE 2128, sending it on its final passage and publication as required by law.

Action# H2-2. Consider motion to adopt RESOLUTION authorizing the sale of property vacated by the City of Ankeny, Iowa, to William Doyle, Aim High Automotive, LLC.

3. Ord 2129 An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by modifying provisions pertaining to liquor license and wine and beer permits.

Action# H3-1. Consider motion to accept third consideration of ORDINANCE 2129, sending it on its final passage and publication as required by law.

4. Ord 2130 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. (PH 2023-03)

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2130.

5. Ord 2131 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Bricktowne Piper LC. (PH 2023-05)

Action# H5-1. Consider motion to accept first consideration of ORDINANCE 2131.

I. **OLD BUSINESS: none**

J. **NEW BUSINESS:**

1. Proposed amendment to The Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa (PH 2023-04).

Action# J1-1. Consider motion to adopt RESOLUTION amending The Ankeny Plan 2040,

comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa.

2. Proposed SW State Street Reconstruction - Southbound Lanes (PH 2023-06)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$1,664,700.30; 2) receive and file report of bids received January 10, 2023; 3) adopt RESOLUTION making award of construction contract with Alliance Construction Group, LLC in the amount of \$1,407,593.05; and 4) adopt RESOLUTION approving contract and bonds with Alliance Construction Group, LLC in the amount of \$1,407,593.05.

3. Proposed 2023 PCC Reconstruction Program - SE Creekview Drive
Initiate Proceedings

Action# J3-1. Consider motion to adopt RESOLUTION ordering construction on the 2023 PCC Reconstruction Program - SE Creekview Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/14/23 @ 10:30 A.M. / date of hrg: 2/20/23 @ 5:30 P.M.)

4. Proposed 2023 PCC Street Patching Program
Initiate Proceedings

Action# J4-1. Consider motion to adopt RESOLUTION ordering construction on the 2023 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 02/14/23 @ 10:30 AM / date of public hearing: 02/20/23 @ 5:30 PM)

5. 2023 SW Des Moines Street Parks Phase 2
Professional Services Agreement with Nilles Associates, Inc.

Action# J5-1. Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the SW Des Moines Street Parks Phase 2 Project in an amount not to exceed \$26,000.00 and authorize the Mayor to execute said Agreement.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Council Action Planning Session - Department Budget Presentations - 1/20/23 @ 8:30 a.m.***
- ***Public Hearing - SW State Street Fiber Optic Relocation - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Pavement Preservation Program - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Reconstruction Program - SE 8th Street - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - North Four Mile Creek Trunk Sewer - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - S Ankeny Blvd Transmission Main - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan Application - NW Water Tower - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Street Patching Program - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Reconstruction Program - SE Creekview Drive - 2/20/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<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

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Mayor's Proclamation - Acknowledge Rotary Club's 50 years of service

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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 [Rotary Club Proclamation](#)



Proclamation

WHEREAS, the Rotary Club of Ankeny has provided 50 years of service to the Ankeny community; and

WHEREAS, the Rotary Club of Ankeny believes in the Four-Way Test:

Is it the Truth?

Is it fair to all?

Will it build goodwill and better friendships?

Will it be beneficial to all concerned?; and

WHEREAS, the Ankeny Club of Ankeny has provided projects and financial support to the community; and

WHEREAS, the Ankeny Club of Ankeny will continue to provide service to the community.

NOW, THEREFORE, I, Mark Holm, Mayor of the City of Ankeny, Iowa, do hereby recognize and congratulate the Rotary Club of Ankeny for their 50 years of service to the Ankeny Community.

DATED AND SIGNED THIS 17TH DAY OF JANUARY, 2023

Mark Holm, Mayor



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the January 17, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the January 17, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-03: 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 NGR Inc., from R-1 to M-1, Light Industrial District.

EXECUTIVE SUMMARY:

The applicant, Hubbell Realty Company, on behalf of NGR, Inc., is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. The area subject to the proposed rezoning consist of one parcel and totals approximately 16.74 acres (+/-) in size. The subject area is generally located north of SE Corporate Woods Drive and immediately west of SE Four Mile Drive near the Ankeny Regional Airport. The property is currently zoned R-1, One-Family Residence District, a zoning classification that was assigned to the property when it was annexed into Ankeny. Surrounding properties to the north, south, and east are zoned M-1, Light Industrial District, while the property to the west is zoned U-1, Conservation and Public Utility District (Ankeny Regional Airport).

The proposed rezoning aligns with the *Ankeny Plan 2040 Future Land Use Map* which identifies the subject area as being suitable for Airport Business Park uses. Per the *Ankeny Plan 2040*, the M-1, Light

Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on December 20, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on December 6, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-03.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-03

5:30 P.M.

JANUARY 17, 2023

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY NGR, INC.

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2130 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR, Inc.

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

TO: M-1, Light Industrial District

Layman's Description – approximately 16.74 acres (+/-) of land located along the west side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive.

Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2023-03.

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 NGR INC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

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

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING A PART OF PARCEL B DEPICTED THAT PLAT OF SURVEY FILED IN BOOK 6149 AT PAGE 41 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 00°(DEGREES) 08'(MINUTES) 30'(SECONDS) WEST, 560.05 FEET (PREVIOUSLY RECORDED AS NORTH 00°16'32" WEST, 560.10 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING; THENCE NORTH 88°18'32" WEST (PREVIOUSLY RECORDED AS NORTH 88°26'38" WEST), 548.42 FEET ALONG THE SOUTH LINE OF SAID PARCEL B TO THE SOUTHEAST CORNER OF PARCEL L OF THAT PLAT OF SURVEY FILED IN BOOK 8738 AT PAGE 867 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA; THENCE NORTH 00°01'55" EAST, 1499.82 FEET (PREVIOUSLY RECORDED AS SOUTH 00°02'49" WEST, 1499.83 FEET) ALONG THE EAST LINE OF SAID PARCEL L TO THE NORTH LINE OF SAID PARCEL B; THENCE SOUTH 89°53'46" EAST (PREVIOUSLY RECORDED AS NORTH 90°00'00" EAST), 543.60 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 00°08'30" EAST, 1515.03 FEET (PREVIOUSLY RECORDED AS SOUTH 00°16'32" EAST, 1515.01 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING.

CONTAINING 18.89 ACRES IN TOTAL, OF WHICH 2.15 ACRES IS CONTAINING IN PRESENT ROAD RIGHT-OF-WAY EASEMENT.

LAYMAN'S DESCRIPTION:

Approximately 16.74 acres (+/-) of land located along the west side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

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

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

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

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 6, 2022

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

CALL TO ORDER

Chair G.Hunter called the December 6, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

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

G.Hunter opened the public hearing.

B.Morrissey reported that the applicant, Hubbell Realty Company, on behalf of NGR, Inc., is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. He stated the area subject to the proposed rezoning consists of one parcel and totals approximately 16.74 acres and is generally located north of SE Corporate Woods Drive and immediately west of SE Four Mile Drive. The property is currently zoned R-1, One-Family Residence District, a zoning classification that was assigned to the property when it was annexed into Ankeny. He shared that the surrounding properties to the north, south, and east are zoned M-1, Light Industrial District, while the property to the west is zoned U-1, Conservation and Public Utility District. The proposed rezoning aligns with the Ankeny Plan 2040 Future Land Use Map. B.Morrissey noted that the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. Staff will provide a complete staff report at the next Plan and Zoning Commission meeting.

The applicant/representative had nothing further to share with the Commission.

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

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

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 20, 2022

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

CALL TO ORDER

Vice Chair T.Rapp called the December 20, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Trina Flack, Annette Renaud, Ted Rapp, Todd Ripper, Lisa West and Randy Weisheit. Absent: Glenn Hunter. Staff present: E.Jensen, D.Silverthorn, B.Morrissey, L.Hutzell, R.Kirschman, B.Fuglsang

BUSINESS ITEMS

Item #5. Hubbell Realty Company, on behalf of NGR, Inc., request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported that the applicant, Hubbell Realty Company, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. He stated the area subject to the proposed rezoning consists of one parcel and totals approximately 16.74 acres. The property is generally located north of SE Corporate Woods Drive and immediately west of SE Four Mile Drive; and is currently zoned R-1, One-Family Residence District. The surrounding properties to the north, south, and east are zoned M-1, Light Industrial District, while the property to the west is zoned U-1, Conservation and Public Utility District. He noted that the proposed rezoning aligns with the Ankeny Plan 2040 Future Land Use Map. B.Morrissey noted that the M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification and provided examples of common uses allowed within the M-1 District. He shared the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. During the public hearing there were no comments or questions from the public regarding the request. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

The applicant/representative had nothing further to share with the Commission.

Motion by T.Flack to recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.



*Plan and Zoning Commission
Staff Report*

Meeting Date: December 20, 2022

Agenda Item: NGR West Rezoning – Action
Report Date: December 15, 2022
Prepared By: Bryan Morrissey *ESL*
Associate Planner

Staff Recommendation

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

Project Report

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

The area subject to the proposed rezoning consist of one parcel and totals approximately 16.74 acres (+/-) in size. The subject area is generally located north of SE Corporate Woods Drive and immediately west of SE Four Mile Drive near the Ankeny Regional Airport. The property is currently zoned R-1, One-Family Residence District, a zoning classification that was assigned to the property when it was annexed into Ankeny. Surrounding properties to the north, south, and east are zoned M-1, Light Industrial District, while the property to the west is zoned U-1, Conservation and Public Utility District (Ankeny Regional Airport).

The proposed rezoning aligns with the *Ankeny Plan 2040 Future Land Use Map* which identifies the subject area as being suitable for Airport Business Park uses. Per the *Ankeny Plan 2040*, the M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification. Examples of common uses allowed within the M-1 District include, but are not limited to warehousing, storage, distribution centers, wholesale, and the processing of materials.

The applicant has submitted the required rezoning petitions consisting of the signatures of more than 50% of the land area subject to the rezoning, as well as the signatures of the owners of at least 60% of the land area within 250' of the subject property. Notifications of the public hearing were sent to the surrounding property owners on November 23, 2022; and a legal notice of the proposed rezoning was published in the Des Moines Register on November 25th, 2022. Additionally, the zoning ordinance requires the applicant to post on-site notification of the public hearing that displays the time, date, and location of the meeting to inform the public of the proposed changes. The required signage was posted by the applicant on Tuesday, November 30th, providing the required seven days of notice prior to the public hearing.

Public Hearing

The Plan & Zoning Commission held a public hearing for the proposed rezoning on December 6, 2022. There were no questions or comments from the public during the meeting. A complete recap of the public hearing can be found in the minutes from the meeting.



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

October 17, 2022

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

To whom it may concern,

By direction of the current property owner, NGR, Inc., Hubbell Realty Company would like to request rezoning parcel 18100001001070 from R-1 (One-Family Residence District) to M-1 (Light Industrial District); see attached map exhibit for further details. The current use of this property is agricultural cropland with a future intended use as warehouse/logistics facility similar to existing structures in the area.

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

Best regards,

Clint Sloss
HUBBELL DEVELOPMENT SERVICES
6900 Westown Parkway, West Des Moines, IA 50266
O: 515 280 2061 | M: 712 308 2484 | F: 515 280 2000
clint.sloss@hubbellrealty.com

PREPARED FOR/DEVELOPER

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

MATT WELLER
(515) 243-3228

RECORD TITLE OWNER

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

DAVE EWING
(402) 375-3385

WARRANTY DEED:
BOOK 6145, PAGE 46

PROPERTY DESCRIPTION

Part of the Northeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa, being a part of Parcel B depicted that Plat of Survey filed in Book 6149 at Page 41 in the Office of the Recorder for Polk County, Iowa, and being more particularly described by survey as follows:

Commencing at the East Quarter Corner of said Section 6; thence North 00°(degrees) 08'(minutes) 30"(seconds) West, 560.05 feet (previously recorded as North 00°16'32" West, 560.10 feet) along the East line of the Northeast Quarter of said Section 6 to the Point of Beginning; thence North 88°18'32" West (previously recorded as North 88°26'38" West), 548.42 feet along the South line of said Parcel B to the Southeast Corner of Parcel L of that Plat of Survey filed in Book 8738 at Page 867 in the Office of the Recorder for Polk County, Iowa; thence North 00°01'55" East, 1499.82 feet (previously recorded as South 00°02'49" West, 1499.83 feet) along the East line of said Parcel L to the North line of said Parcel B; thence South 89°53'46" East (previously recorded as North 90°00'00" East), 543.60 feet along the North line of said Parcel B to the East line of the Northeast Quarter of said Section 6; thence South 00°08'30" East, 1515.03 feet (previously recorded as South 00°16'32" East, 1515.01 feet) along the East line of the Northeast Quarter of said Section 6 to the point of beginning.

Containing 18.89 acres in total, of which 2.15 acres is containing in present road right-of-way easement.

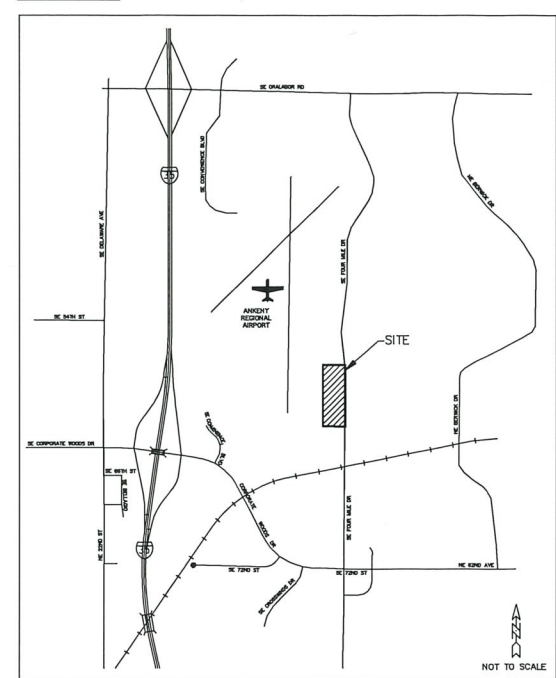
NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%	Y
2	POLK COUNTY AVIATION AUTHORITY	1.15	4.21%	Y
3	POLK COUNTY AVIATION AUTHORITY	8.59	31.47%	Y
4	POLK COUNTY AVIATION AUTHORITY	1.13	4.14%	Y
5	GRAND CAPITAL, LC	2.56	9.38%	Y
6	BERNARD HILBERT	0.48	1.76%	Y
7	N.G.R., INC.	4.85	17.77%	Y
8	GRAND CAPITAL, LC	3.23	11.83%	Y
9	FRANCES MCKNIGHT	0.65	2.38%	
10	GRAND CAPITAL, LC	1.85	6.78%	Y
TOTALS		27.30	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%
2, 3, 4	POLK COUNTY AVIATION AUTHORITY	10.87	39.82%
5, 8, 10	GRAND CAPITAL, LC	7.64	27.59%
6	BERNARD HILBERT	0.48	1.76%
7	N.G.R., INC.	4.85	17.77%
TOTALS		26.65	97.62%

VICINITY MAP



ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: M-1, LIGHT INDUSTRIAL DISTRICT

ROLL CALL

Plan & Zoning Commission

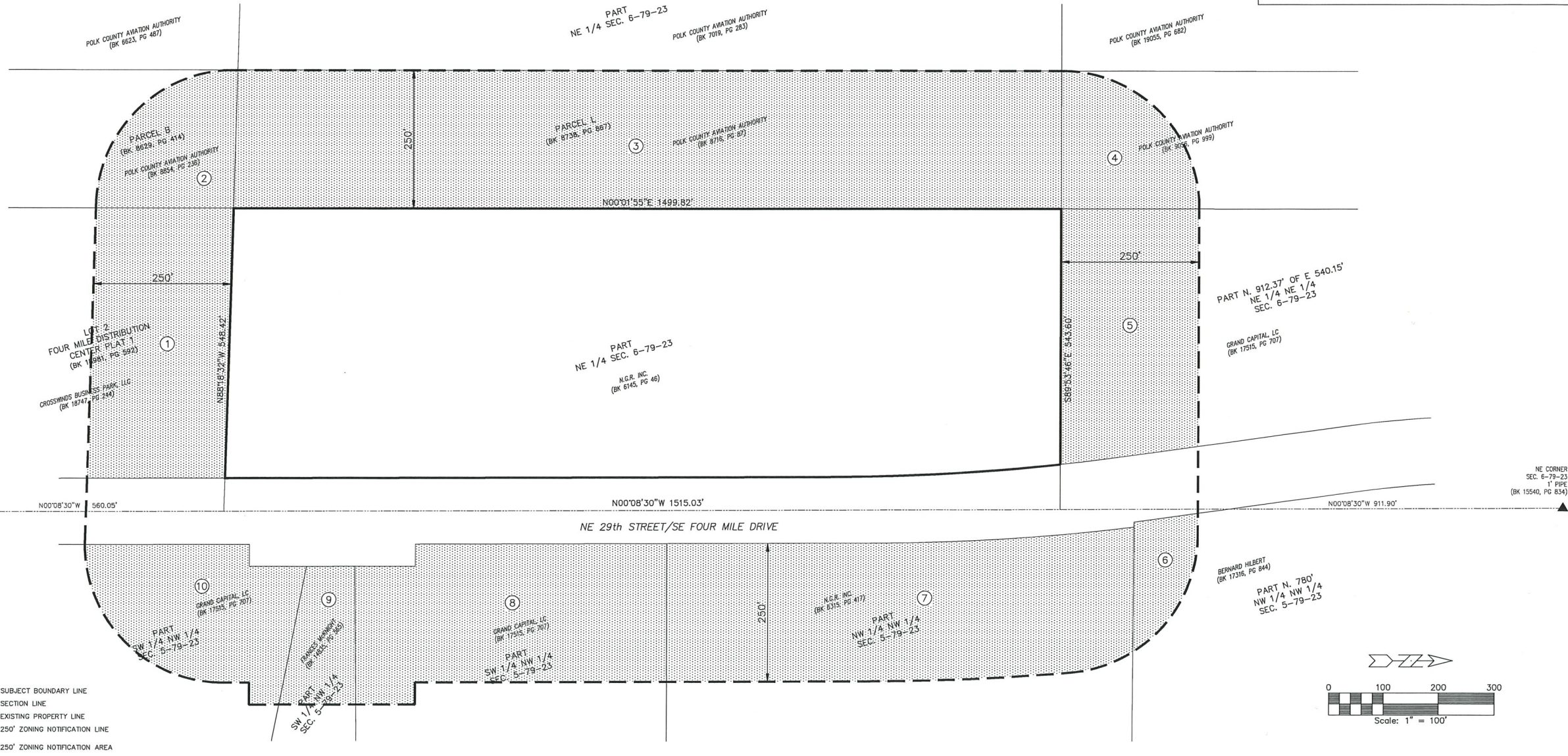
Ankeny, IA

Date December 20, 2022

Ayes 6 Nays 0 Absent 1

APPROVED

T. Rapp Vice Chairperson
Brenda Dwyer Secretary



LEGEND

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

NGR WEST - REZONING

ERG
Engineering Resource Group, Inc.
2415 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

22-053

NO. BY DATE REVISION

LOCATION:

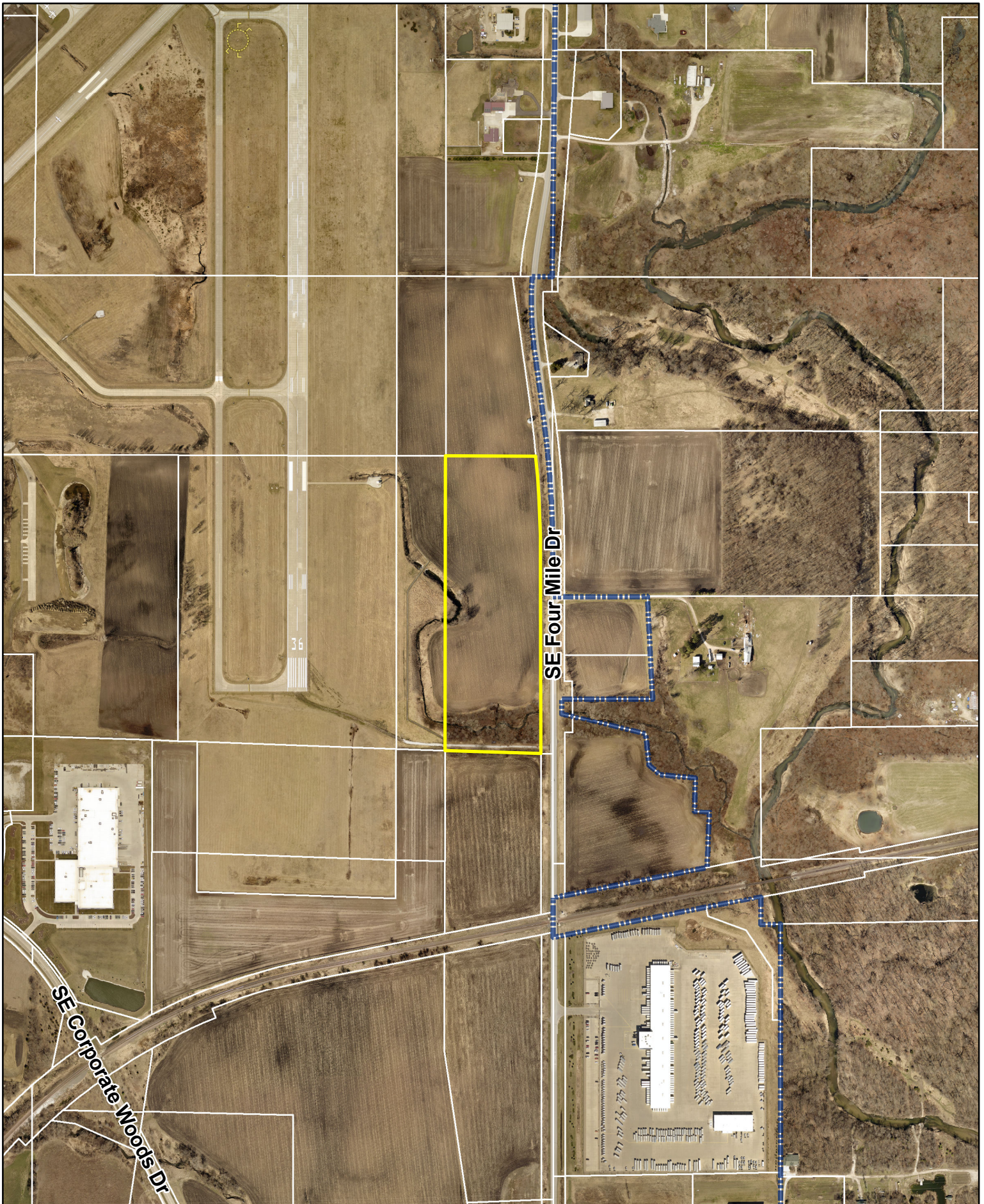
DESIGNED BY: DFR

CHECKED BY: 1 OF 1

DATE: 11/09/2022

DRAWN BY: DFR

FILE NO.: 22-053





ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2023-04: Proposed amendment to the Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map, for the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

Bricktowne Piper LC. is the property owner of approximately 4.23 acres (+/-) of land, generally located north of NW Reinhart Drive and west of N Ankeny Boulevard. The owner is requesting an amendment to the Ankeny Plan 2040, comprehensive plan, Figure 12.10 Ankeny Future Land Use Map.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the request for amendment to The Ankeny Plan 2040, comprehensive plan, Future Land Use Map.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On December 20, 2022, the Plan and Zoning Commission made a recommendation to the City Council

regarding the approval of the amendment to The Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan & Zoning Commission held a public hearing on December 6, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-04.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 P & Z Commission Minutes
 Staff Report
 Applicant Letter
 Aerial Map
 Future Land Map Amendment Exhibit
 Future Land Use Map



PUBLIC HEARING 2023-04

5:30 P.M.

JANUARY 17, 2023

**PROPOSED AMENDMENT TO THE ANKENY PLAN 2040, COMPREHENSIVE PLAN,
FIGURE 12.10 FUTURE LAND USE MAP, TO RECLASSIFY CERTAIN PROPERTY
FROM HIGH DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL**

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: High Density Residential

TO: Neighborhood Commercial

Property Description: approximately 4.23 acres (+/-) located west of N. Ankeny Boulevard, north of NW Reinhart Drive.

Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023 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 2023-04.

"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 FROM HIGH DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

WHEREAS, on the 6th day of December, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 20th day of December, 2022, 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 from High Density Residential to Neighborhood Commercial; and

WHEREAS, on the 17th day of January, 2023, 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:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart Drive.

NOW, THEREFORE, BE IT 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 High Density Residential to Neighborhood Commercial; 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 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 6, 2022

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

CALL TO ORDER

Chair G.Hunter called the December 6, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #3. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Bricktowne Piper, LC from High Density Residential to Neighborhood Commercial use classification

G.Hunter opened the public hearing.

R.Kirschman reported Bricktowne Piper, LC is requesting an amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map and to rezone 4.23-acres of an 8.04-acre parcel located west of N Ankeny Boulevard and north of NW Reinhart Drive. He stated the current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. R.Kirschman stated that the rezoning request is to rezone the subject parcel from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District. He noted that the applicant submitted the required rezoning petitions and all legal notifications were met for both the Land Use Plan amendment and rezoning request. Staff will present a complete staff report at the next Plan and Zoning Commission meeting.

T.Flack inquired as to why the property was originally identified as High Density Residential. E.Carstens said that the property has been zoned for multi-family for about twenty years; and therefore, identified that way when The Ankeny Plan 2040 was adopted. T.Flack then confirmed that the surrounding residents were notified of these two requests. R.Kirschman stated, yes.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing the developer of the project said she would answer any questions the Commission may have.

T.Flack inquired if there was a plan for the property. Erin Ollendike said there is nothing yet confirmed. R.Weisheit asked about access for this property. E.Carstens stated that there will be defined access points for this property, which would not include N Ankeny Boulevard.

Lyle Terhar, 611 NW Reinhart Drive, Ankeny said that in his neighborhood they already have buildings that are not pleasant to the surrounding neighborhood. His concern is the traffic, as NW Reinhart Drive has become a thruway now that it runs all the way to NW State Street. He feels this request would just exacerbate the problem. Lyle Terhar commented that he prefers not to have another gas station or bank near him and feels the empty farmland provides an opportunity for something more useful for the community. He asked about the next steps in this process.

G.Hunter explained the steps to Mr. Terhar that will need to take place for the Land Use Map amendment and the rezoning request to be approved. He further shared that these items will be on the next Plan and Zoning Commission meeting on December 20, 2022, which is when the Commission would make a recommendation to the City Council. He further stated the City Council makes the final decision.

T.Flack wanted to be clear, and stated that the comprehensive plan currently shows the property as being High Density Residential, which could be apartments. This request from the applicant is to change the High-Density Residential zoning to Neighborhood Commercial, which would be lower density.

Lyle Terhar responded saying that maybe there are positive commercial ideas for this property, but he worries about NW Reinhart Drive being a higher traffic area than it already is.

Motion by R.Weisheit to close the public hearing on the amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map; and receive and file documents. Second by T.Flack. All voted aye. Motion carried 7 – 0.

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 20, 2022

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

CALL TO ORDER

Vice Chair T.Rapp called the December 20, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Trina Flack, Annette Renaud, Ted Rapp, Todd Ripper, Lisa West and Randy Weisheit. Absent: Glenn Hunter. Staff present: E.Jensen, D.Silverthorn, B.Morrissey, L.Hutzell, R.Kirschman, B.Fuglsang

BUSINESS ITEMS

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Bricktowne Piper, LC from High Density Residential to Neighborhood Commercial

R.Kirschman reported Bricktowne Piper, LC is requesting an amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map and to rezone 4.23-acres of an 8.04-acre parcel located west of N Ankeny Boulevard and north of NW Reinhart Drive. He stated the current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. R.Kirschman shared that Bricktowne Piper, LC is also requesting to rezone 4.23-acres of an 8.04-acre parcel from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District. He noted that the applicant submitted the required rezoning petitions and all legal notifications were met for both the Land Use Plan amendment and rezoning request. R.Kirschman provided information to address the questions that were raised during the public hearing, which included the access point for the property and what was anticipated to be built on the site. R.Kirschman stated that the proposed land use amendment is consistent with the adjacent properties to the north and east along N. Ankeny Boulevard; therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to amend the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map from High Density Residential to Neighborhood Commercial. He stated the proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan; and therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing the developer had nothing further to share with the Commission.

Motion by T.Ripper to recommend City Council approval of the request by Bricktowne Piper LC., to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Bricktowne Piper LC., from High Density Residential to Neighborhood Commercial. Second by T.Flack. All voted aye. Motion carried 6 – 0.



city of
Ankeny

bringing it all together

*Plan and Zoning Commission
Staff Report*

Meeting Date: December 20, 2022

Agenda Item: Bricktowne Piper Property Rezoning and Land Use Amendment – Action
Report Date: December 14, 2022
Prepared By: Ryan Kirschman
Planner I

ETC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council Approval of the request by Bricktowne Piper LC., to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Bricktowne Piper LC. from High Density Residential to Neighborhood Commercial.

That the Plan and Zoning Commission recommend City Council Approval of the request by Bricktowne Piper LC., to rezone the property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.

Project Report

Bricktowne Piper LC. is requesting a rezoning and Future Land Use Plan Amendment on a portion of property located west of North Ankeny Boulevard and north of NW Reinhart Drive. The subject parcel is 8.04 acres, the applicants request is for the eastern portion which is 4.23 acres.

The owner is requesting an amendment to the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map. The current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. The rest of the property to the west will remain High Density Residential, the property to the north is zoned commercial along with the property across North Ankeny Boulevard that is currently undeveloped.

In conjunction with the Land Use Plan Amendment, the applicant, Bricktowne Piper LC. is also requesting to rezone the subject parcel to C-2 General Retail & Highway Oriented Business District. This does not currently align with the Ankeny 2040 Future Land Use Plan. The zoning would be compatible with the proposed Future Land Use Plan Amendment. The remaining portion of the property and properties to the south are zoned R-3 Multiple Family Residence District, the properties to the north and east are zoned C-2 General Retail & Highway Oriented Business District.

The applicant submitted the required rezoning petitions for the subject property. Notification for both the Land Use Plan Amendment and rezoning were mailed to all properties within 350' of

the subject area, legal notice was posted in the Des Moines Register, and public notification signage was posted on the property.

Public Hearing

The Plan and Zoning Commission held a public hearing for the rezoning on December 6, 2022. During the public hearing there was discussion regarding the projects from City Staff, the applicant's representative, and a member 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 raised the following questions and concerns:

How will the property be accessed?

There will be access to the property from the south off of NW Reinhart Drive (a collector street), there will be no access to the subject property via N. Ankeny Boulevard. Prior to development the applicant will be required to conduct a traffic memo and potential impact study for the site which will be reviewed by city staff along with the site plan.

What will be built on the site?

Another question the commission asked was, what will be built on the site. The applicant's representative stated that the specific development plan was unknown at this time.

Summary:

The proposed land use amendment is consistent with the adjacent properties to the north and east along N. Ankeny Boulevard. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to amend the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map from High Density Residential to Neighborhood Commercial.

The proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

October 28, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Community Development Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Piper Property – Comprehensive Plan Amendment

Honorable Mayor, City Council and Planning & Zoning Commission;

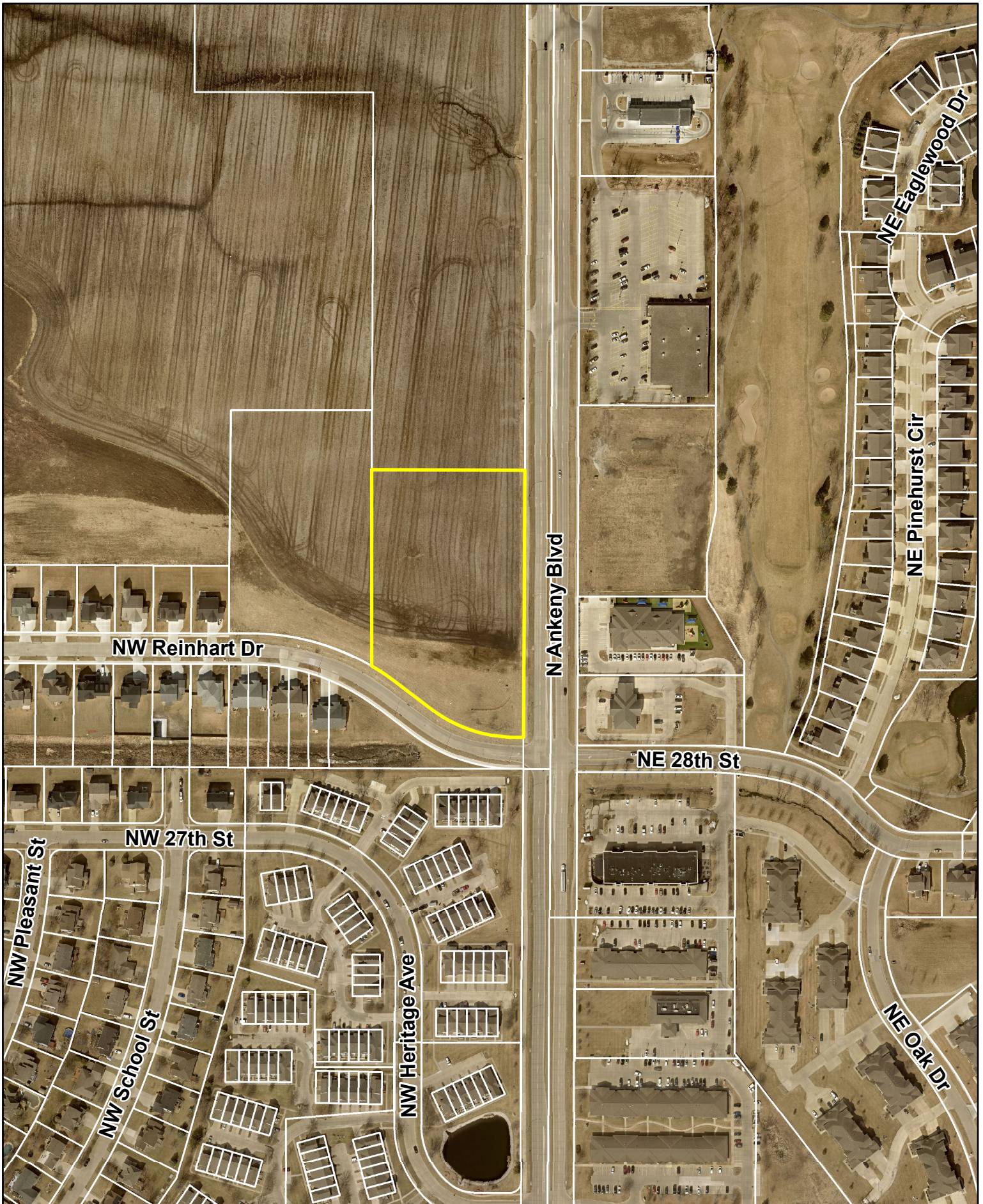
On behalf of Bricktowne Piper LC, we submit herewith the following request to modify the city's comprehensive plan on approximately 4.23 acres from High Density Residential to Neighborhood Commercial. The property directly north and east of N. Ankeny Boulevard is currently planned for or developed as commercial property. This small parcel sits between a collector and principal arterial roadway and would blend into what is already zoned as commercial to the north creating a consistent zoning from the two major intersections of NW 36th/N. Ankeny Blvd and NW Reinhart Drive/N. Ankeny Blvd. A commercial land use would be an appropriate transition along the busy corridor stepping into high density residential as you go west into 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: Dickson Jensen, Bricktowne Piper LC



N



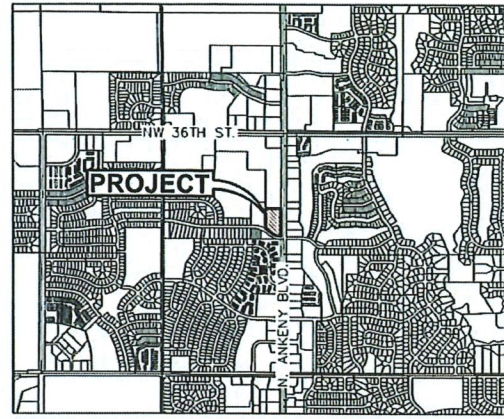
1 inch = 275 feet

Date: 12/15/2022

**Bricktowne Piper Property
Future Land Use Plan Amendment**

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

BRICKTOWNE PIPER LC
 CONTACT: DICKSON JENSEN
 4611 MORTENSEN ROAD, SUITE 106
 AMES, IA 50014
 PH. (515) 233-2752

LAND USE DESIGNATION:

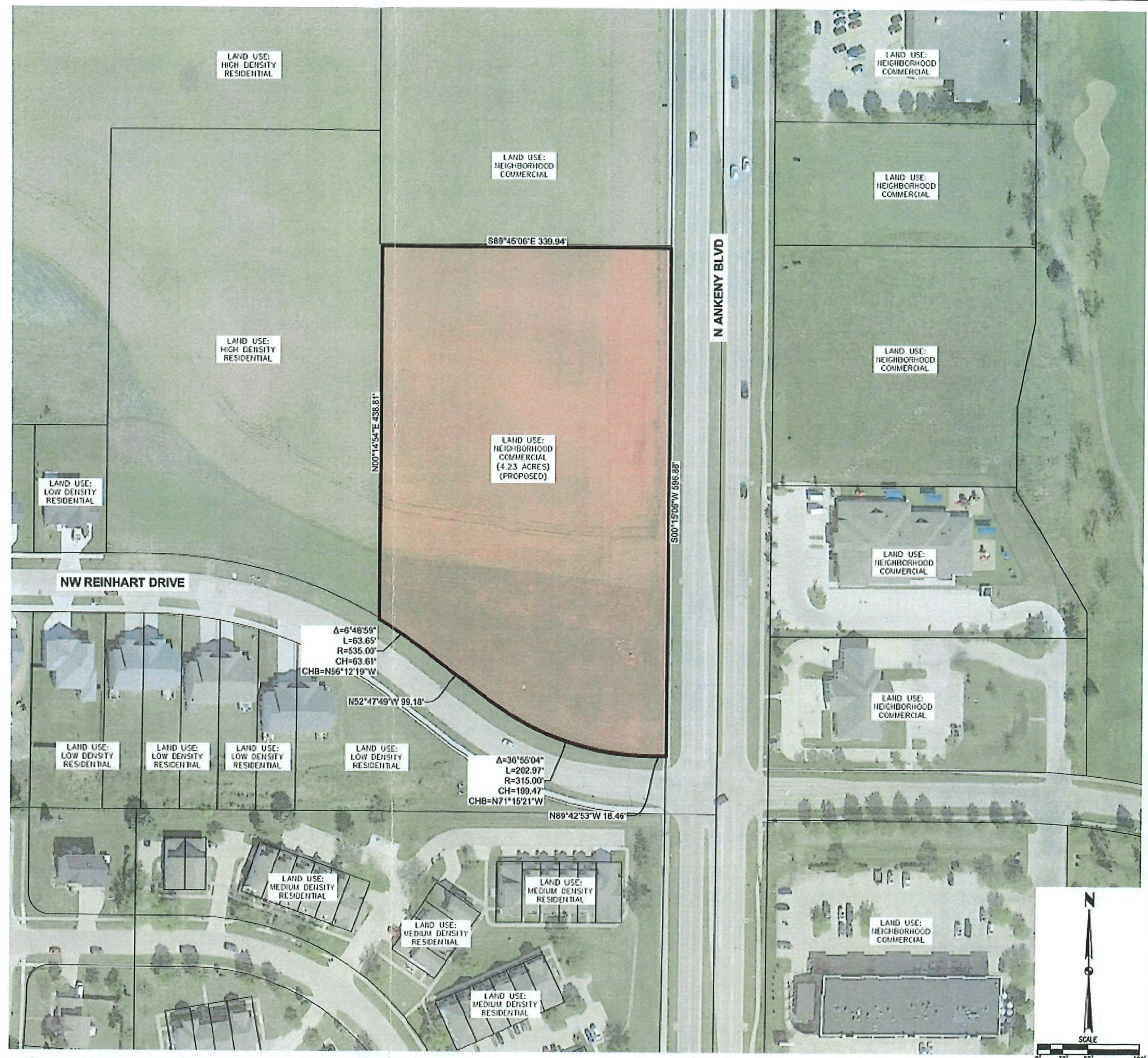
EXISTING: HIGH DENSITY RESIDENTIAL

PROPOSED: NEIGHBORHOOD COMMERCIAL

PROPOSED LAND USE AMENDMENT DESCRIPTION:

A PART OF OUTLOT 'Z', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE NORTH 89°42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT 'Z', 18.46 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 202.97 FEET AND WHOSE CHORD BEARS NORTH 71°15'21" WEST, 199.47 FEET; THENCE NORTH 52°47'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 99.18 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 63.65 FEET AND WHOSE CHORD BEARS NORTH 56°12'19" WEST, 63.61 FEET; THENCE NORTH 00°14'54" EAST, 438.81 FEET TO THE NORTHERLY LINE OF SAID OUTLOT 'Z'; THENCE SOUTH 89°45'06" EAST ALONG SAID NORTHERLY LINE, 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 00°15'06" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT 'Z', 596.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES (184,207 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

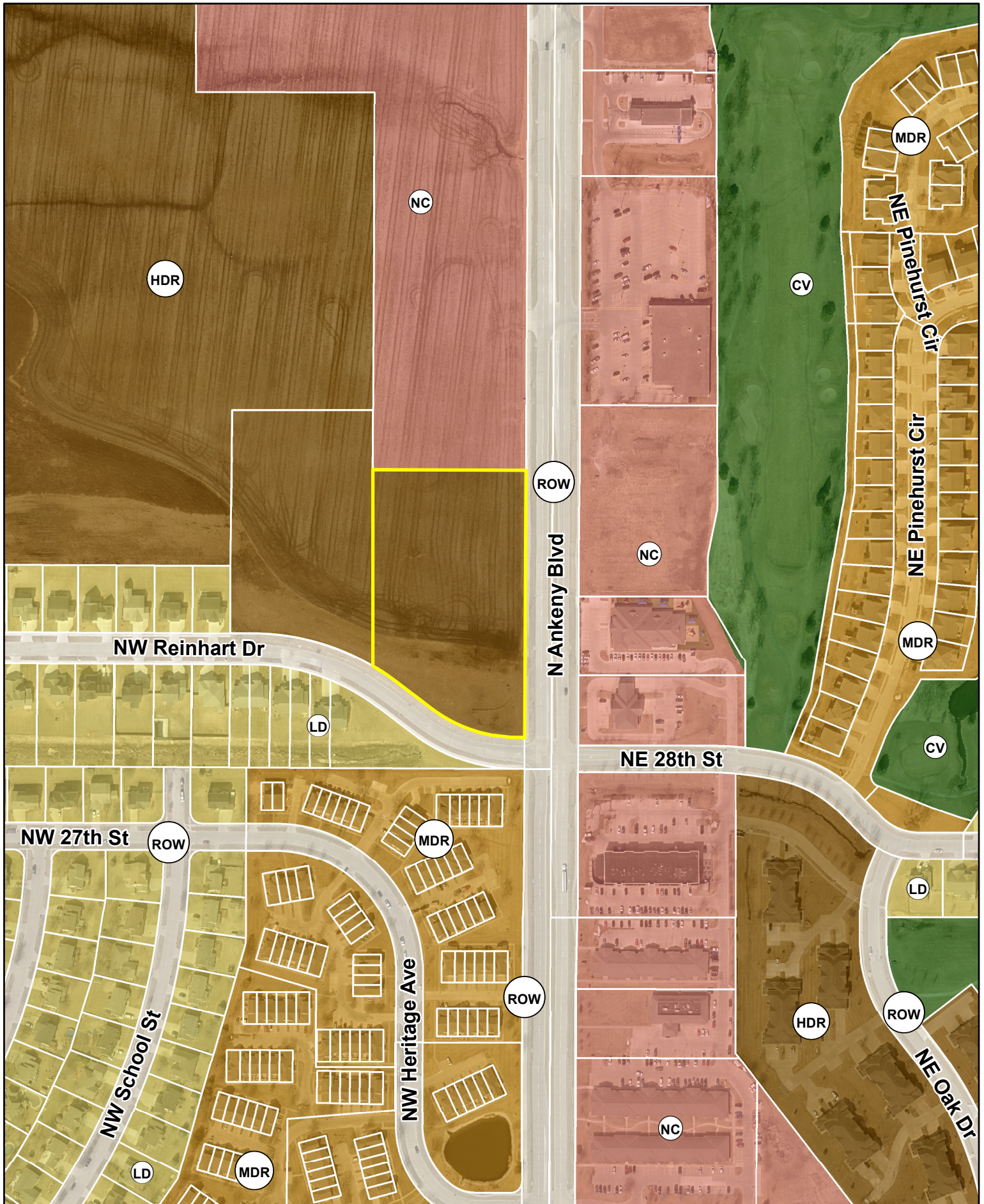


ROLL CALL
 Plan & Zoning Commission
 Ankeny, IA

Date December 20, 2022Ayes 6 Nays 0 Abstain — Absent 1

APPROVED

T. Rapp Vice Chairperson
Brenda Highberg Secretary



1 inch = 275 feet
Date: 12/15/2022

Bricktowne Piper Property Future Land Use Plan Amendment



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2023-05:

Proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, by rezoning certain real estate owned by Bricktowne Piper LC., from R-3, Multiple Family Residence District, to C-2, General Retail & Highway Oriented Business District.

EXECUTIVE SUMMARY:

Bricktowne Piper LC. is requesting to rezone property from R-3 to C-2. The subject property is roughly 4 acres located in the northwest quadrant of Ankeny, more specifically west of N Ankeny Boulevard and north of NW Reinhart Drive.

Land to the north and east of the subject property is zoned C-2, General Retail & Highway Oriented Business District, land to the south and west of the subject property is zoned R-3, Multiple Family Residence District.

The subject property is currently zoned R-3, the proposed rezoning is identified currently as high density residential in The Ankeny Plan 2040. The subject property has a proposed Future Land Use Plan Amendment to Neighborhood Commercial. The proposed rezoning, C-2, meets the land use standards outlined in the Ankeny Plan 2040.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On December 20, 2022 the Plan and Zoning Commission recommended City Council approval of the Bricktowne Piper Property rezoning request from R-3, Multiple Family Residence District, to C-2, General Retail & Highway Oriented Business District.

PUBLIC OUTREACH EFFORTS:

Legal publication notification. The Plan and Zoning Commission held a public hearing at their meeting on December 6, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-05.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-05

5:30 P.M.

JANUARY 17, 2023

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY BRICKTOWNE PIPER LC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2131 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Bricktowne Piper LC.

FROM: its current R-3, Multiple-Family Residence District

TO: C-2, General Retail & Highway Oriented Business District

Layman's Description – approximately 4.23 acres (+/-) located west of N. Ankeny Boulevard, north of NW Reinhart Drive.

Notice of this hearing was published in the Des Moines Register on the 6th day of January, 2023 and notices were mailed to affected property owners as required by law.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2023-05.

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 REAL ESTATE OWNED BY BRICKTOWNE PIPER LC.

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District,

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

LEGAL DESCRIPTION:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District.

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

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

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 6, 2022

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

CALL TO ORDER

Chair G.Hunter called the December 6, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #4. Bricktowne Piper, LC request to rezone property from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District

G.Hunter opened the public hearing.

R.Kirschman reported Bricktowne Piper, LC is requesting an amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map and to rezone 4.23-acres of an 8.04-acre parcel located west of N Ankeny Boulevard and north of NW Reinhart Drive. He stated the current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. R.Kirschman stated that the rezoning request is to rezone the subject parcel from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District. He noted that the applicant submitted the required rezoning petitions and all legal notifications were met for both the Land Use Plan amendment and rezoning request. Staff will present a complete staff report at the next Plan and Zoning Commission meeting.

T.Flack inquired as to why the property was originally identified as High Density Residential. E.Carstens said that the property has been zoned for multi-family for about twenty years; and therefore, identified that way when The Ankeny Plan 2040 was adopted. T.Flack then confirmed that the surrounding residents were notified of these two requests. R.Kirschman stated, yes.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing the developer of the project said she would answer any questions the Commission may have.

T.Flack inquired if there was a plan for the property. Erin Ollendike said there is nothing yet confirmed. R.Weisheit asked about access for this property. E.Carstens stated that there will be defined access points for this property, which would not include N Ankeny Boulevard.

Lyle Terhar, 611 NW Reinhart Drive, Ankeny said that in his neighborhood they already have buildings that are not pleasant to the surrounding neighborhood. His concern is the traffic, as NW Reinhart Drive has become a thruway now that it runs all the way to NW State Street. He feels this request would just exacerbate the problem. Lyle Terhar commented that he prefers not to have another gas station or bank near him and feels the empty farmland provides an opportunity for something more useful for the community. He asked about the next steps in this process.

G.Hunter explained the steps to Mr. Terhar that will need to take place for the Land Use Map amendment and the rezoning request to be approved. He further shared that these items will be on the next Plan and Zoning Commission meeting on December 20, 2022, which is when the Commission would make a recommendation to the City Council. He further stated the City Council makes the final decision.

T.Flack wanted to be clear, and stated that the comprehensive plan currently shows the property as being High Density Residential, which could be apartments. This request from the applicant is to change the High-Density Residential zoning to Neighborhood Commercial, which would be lower density.

Lyle Terhar responded saying that maybe there are positive commercial ideas for this property, but he worries about NW Reinhart Drive being a higher traffic area then it already is.

Motion by T.Rapp to close the public hearing on the request to rezone property from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District; and receive and file documents. Second by L.West. All voted aye. Motion carried 7 – 0.

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, December 20, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Vice Chair T.Rapp called the December 20, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Trina Flack, Annette Renaud, Ted Rapp, Todd Ripper, Lisa West and Randy Weisheit. Absent: Glenn Hunter. Staff present: E.Jensen, D.Silverthorn, B.Morrissey, L.Hutzell, R.Kirschman, B.Fuglsang

BUSINESS ITEMS

Item #7. Bricktowne Piper, LC request to rezone property from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District

R.Kirschman reported Bricktowne Piper, LC is requesting an amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map and to rezone 4.23-acres of an 8.04-acre parcel located west of N Ankeny Boulevard and north of NW Reinhart Drive. He stated the current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. R.Kirschman shared that Bricktowne Piper, LC is also requesting to rezone 4.23-acres of an 8.04-acre parcel from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District. He noted that the applicant submitted the required rezoning petitions and all legal notifications were met for both the Land Use Plan amendment and rezoning request. R.Kirschman provided information to address the questions that were raised during the public hearing, which included the access point for the property and what was anticipated to be built on the site. R.Kirschman stated that the proposed land use amendment is consistent with the adjacent properties to the north and east along N. Ankeny Boulevard; therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to amend the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map from High Density Residential to Neighborhood Commercial. He stated the proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan; and therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing the developer had nothing further to share with the Commission.

Motion by A.Renaud to recommend City Council approval of the request by Bricktowne Piper LC., to rezone property from R-3 Multiple Family Residence District to C-2, General Retail and Highway Oriented Business District. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.



city of
Ankeny

bringing it all together

*Plan and Zoning Commission
Staff Report*

Meeting Date: December 20, 2022

Agenda Item: Bricktowne Piper Property Rezoning and Land Use Amendment – Action
Report Date: December 14, 2022
Prepared By: Ryan Kirschman
Planner I

ETC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council Approval of the request by Bricktowne Piper LC., to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Bricktowne Piper LC. from High Density Residential to Neighborhood Commercial.

That the Plan and Zoning Commission recommend City Council Approval of the request by Bricktowne Piper LC., to rezone the property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.

Project Report

Bricktowne Piper LC. is requesting a rezoning and Future Land Use Plan Amendment on a portion of property located west of North Ankeny Boulevard and north of NW Reinhart Drive. The subject parcel is 8.04 acres, the applicants request is for the eastern portion which is 4.23 acres.

The owner is requesting an amendment to the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map. The current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. The rest of the property to the west will remain High Density Residential, the property to the north is zoned commercial along with the property across North Ankeny Boulevard that is currently undeveloped.

In conjunction with the Land Use Plan Amendment, the applicant, Bricktowne Piper LC. is also requesting to rezone the subject parcel to C-2 General Retail & Highway Oriented Business District. This does not currently align with the Ankeny 2040 Future Land Use Plan. The zoning would be compatible with the proposed Future Land Use Plan Amendment. The remaining portion of the property and properties to the south are zoned R-3 Multiple Family Residence District, the properties to the north and east are zoned C-2 General Retail & Highway Oriented Business District.

The applicant submitted the required rezoning petitions for the subject property. Notification for both the Land Use Plan Amendment and rezoning were mailed to all properties within 350' of

the subject area, legal notice was posted in the Des Moines Register, and public notification signage was posted on the property.

Public Hearing

The Plan and Zoning Commission held a public hearing for the rezoning on December 6, 2022. During the public hearing there was discussion regarding the projects from City Staff, the applicant's representative, and a member 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 raised the following questions and concerns:

How will the property be accessed?

There will be access to the property from the south off of NW Reinhart Drive (a collector street), there will be no access to the subject property via N. Ankeny Boulevard. Prior to development the applicant will be required to conduct a traffic memo and potential impact study for the site which will be reviewed by city staff along with the site plan.

What will be built on the site?

Another question the commission asked was, what will be built on the site. The applicant's representative stated that the specific development plan was unknown at this time.

Summary:

The proposed land use amendment is consistent with the adjacent properties to the north and east along N. Ankeny Boulevard. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to amend the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map from High Density Residential to Neighborhood Commercial.

The proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan. Therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

October 28, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Piper Properties Commercial Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Bricktowne Piper LC, we submit herewith the following rezoning request to rezone approximately 4.23 acres located northwest of the intersection of N. Ankeny Boulevard and NW Reinhart Drive. The existing zoning on the property is R-3 Multiple-Family Residential and we are requesting to rezone to C-2 General Retail & Highway Oriented Commercial Business 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.

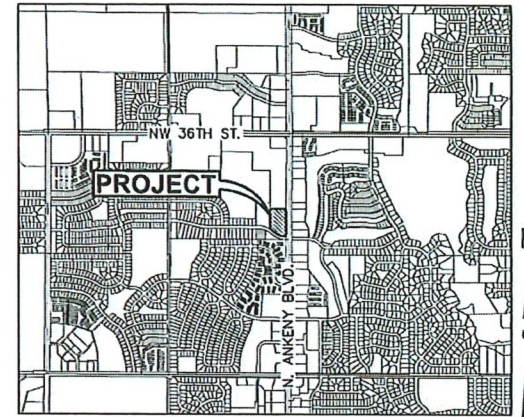
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

BRICKTOWNE PIPER LC
 CONTACT: DICKSON JENSEN
 4611 MORTENSEN ROAD, SUITE 106
 AMES, IA 50014
 PH. (515) 233-2752

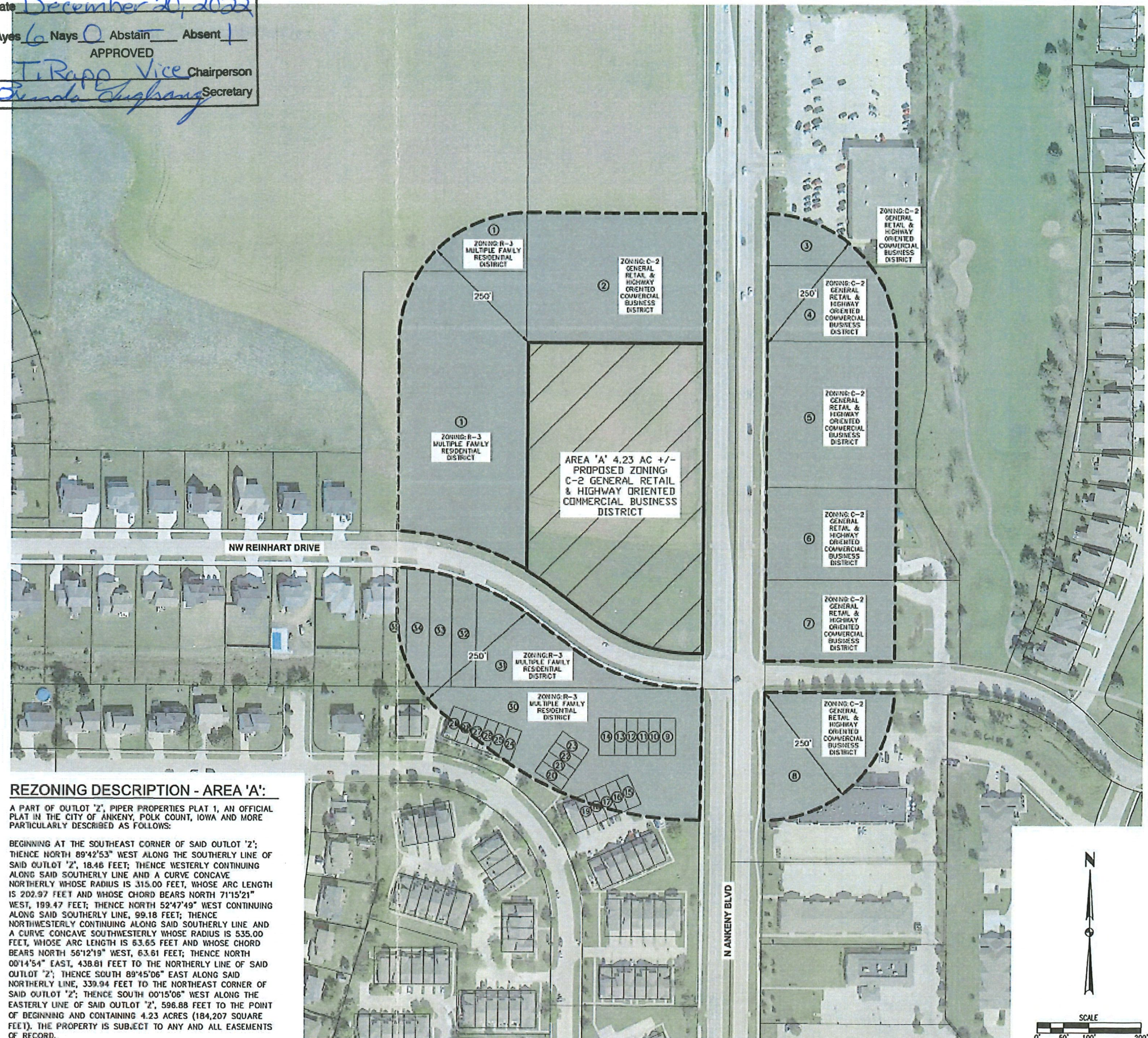
ZONING:

EXISTING: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: C-2 GENERAL RETAIL & HIGHWAY ORIENTED COMMERCIAL BUSINESS DISTRICT

ADJACENT OWNERSHIP:

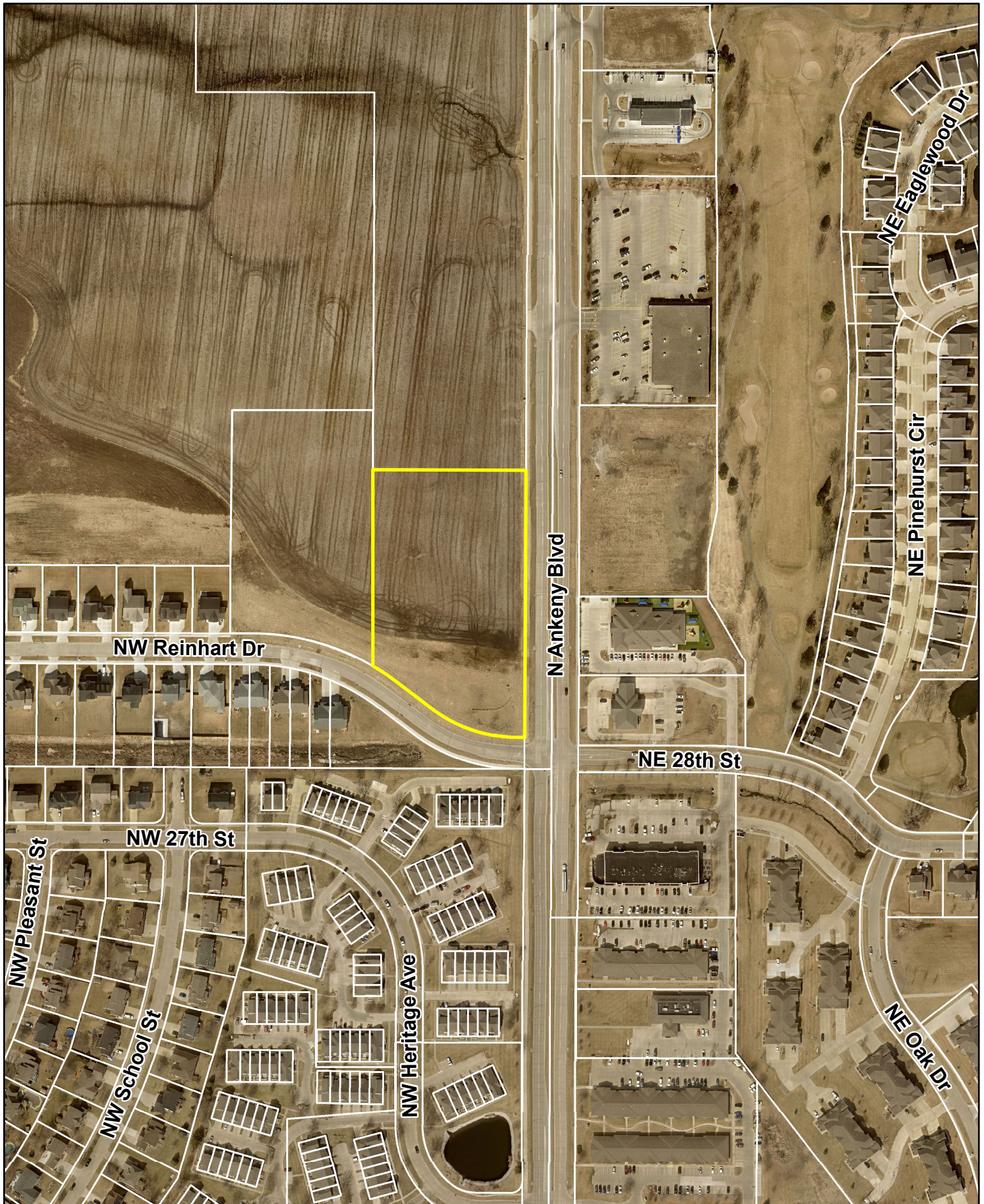
	OWNER	ACRES	PERCENT	CONSENTING
1	BRICKTOWNE PIPER LC	3.34	22.77%	X
2	NORTH ANKENY BOULEVARD LLC	1.95	13.27%	X
3	FAREWAY STORES INC	0.32	2.19%	X
4	JAM INVESTMENT OF ANKENY LLC	0.78	5.29%	
5	WILLIAM B KIMBERLEY REVOCABLE TRUST	1.62	11.02%	
6	WILMOT INVESTMENTS LLC	1.02	6.94%	X
7	CENTRAL BANK	0.90	6.11%	X
8	KIMBERLEY COMMERCIAL LLC	1.11	7.57%	
9	LINDA SICKERSON	0.05	0.33%	
10	CHAD BORSHEIM	0.04	0.24%	
11	LUCAS A BORST	0.04	0.24%	
12	DANIEL & SUSAN KALEY	0.04	0.24%	
13	ELIZABETH J HOLLAND	0.04	0.24%	
14	BRUCE A COOK	0.05	0.33%	
15	LA VAUN C SCHAEFFER	0.04	0.24%	
16	ADAM J & REBECCA A WEBER	0.03	0.21%	
17	AMANDA E MCDANIEL	0.02	0.16%	
18	BAILEY PEASE & DYLAN HEACOCK	0.01	0.10%	
19	CHARLES & SHELBY PHIPPEN	0.00	0.03%	
20	SHANNON LINCOLN	0.04	0.24%	
21	ANNA E SCHWEERS	0.03	0.21%	
22	MICHAEL C GETTEMY	0.03	0.21%	
23	CHERYL V BOSE	0.04	0.24%	
24	KEVIN & SHERI L MCGINNIS	0.04	0.24%	
25	MARIAN & MARK LEE	0.03	0.20%	
26	DOUGLAS D DICKINSON	0.03	0.17%	
27	JOHN E & LYNN R BYRNE	0.02	0.15%	
28	DALE E & SHERRY SCHROEDER	0.02	0.12%	
29	BRADY S NORTH	0.02	0.11%	
30	GEORGETOWN TOWNHOME ASSOCIATION	1.56	10.59%	
31	NANCY M WOODIN REVOCABLE TRUST	0.74	5.05%	X
32	JOLYNN H & MATTHEW D FREY	0.21	1.44%	X
33	TERRIL N SESKER	0.23	1.54%	X
34	CHARLES & TAMMIE CUNNINGHAM	0.22	1.50%	X
35	JENSS LLC	0.06	0.43%	X
		14.68	100.00%	61.24%

ROLL CALL
Plan & Zoning Commission
Ankeny, IADate December 20, 2022Ayes 6 Nays 0 Abstain 1 Absent 1
APPROVEDT. Rapp Vice Chairperson
Dennis Hughes Secretary

REZONING DESCRIPTION - AREA 'A':

A PART OF OUTLOT '2', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT '2'; THENCE NORTH 89°42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT '2', 18.46 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 202.97 FEET AND WHOSE CHORD BEARS NORTH 71°15'21" WEST, 189.47 FEET; THENCE NORTH 52°47'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 99.18 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 63.65 FEET AND WHOSE CHORD BEARS NORTH 56°12'19" WEST, 63.61 FEET; THENCE NORTH 00°14'54" EAST, 438.81 FEET TO THE NORTHERLY LINE OF SAID OUTLOT '2'; THENCE SOUTH 89°45'06" EAST ALONG SAID NORTHERLY LINE, 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT '2'; THENCE SOUTH 00°15'06" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT '2', 596.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES (184,207 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



N



1 inch = 275 feet

Date: 12/15/2022

Bricktowne Piper Property - Rezoning



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-06: Proposed SW State Street Reconstruction - Southbound Lanes

EXECUTIVE SUMMARY:

The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordinance Road to just south of West First Street in the City of Ankeny.

The improvement includes the construction of approximately 8,750 SY of 9” PCC Class C-SUD pavement, 400 SY of 9” full depth PCC Class C-SUD patching, 2,600 LF of subdrain, removal of 10,100 SY of subgrade to a depth of 6” and replacement with subgrade preparation, modified subbase, paved medians, driveways, sidewalks, new pedestrian push button and associated traffic signal work at the SW State Street and SW Ordinance Road intersection, cast-in-place replacement of storm sewer intakes, water valve installation and water valve removals, City—owned electric line installation and electric line removals, pavement removal, pedestrian ramps, pavement markings, signs, temporary traffic control, erosion control, final surface restoration, mobilization, and miscellaneous associated work necessary to complete the

project.

The bid opening for this project was held on Tuesday, January 10, 2023. Nine (9) bids were received as follows:

1. Alliance Construction Group LLC \$1,407,593.05
2. Absolute Concrete Construction, Inc. \$1,418,478.55
3. Elder Corporation \$1,460,000.00
4. Concrete Technologies, Inc. \$1,483,693.55
5. Shekar Engineering, PLC \$1,515,612.13
6. All Star Concrete, LLC \$1,579,110.95
7. Con-Struct, Inc. \$1,659,489.00
8. Iowa Civil Contracting, Inc. \$1,803,075.26
9. CJ Moyna & Sons, LLC \$2,399,659.45

The Engineer's Estimate for the project was \$1,664,700.30. The bids ranged from approximately 15% below to 44% above the estimate. Alliance Construction Group, LLC has completed similar slip-form paving projects for the City of Ankeny in the past, including the SW State Street Reconstruction - Northbound Lanes project in 2020, and they have the technical experience to complete this project. The Public Works Department recommends awarding the SW State Street Reconstruction - Southbound Lanes project to Alliance Construction Group, LLC of Urbandale, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 5, 2023 and no later than June 12, 2023.

The Contractor shall substantially complete the overall project in 75 working days. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new pavement markings and signs installed, the new streets, driveways and sidewalks fully open to traffic, and the new pedestrian push buttons and crossing fully operational. The Contractor shall fully complete the overall project in 10 working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$1,664,700.30).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SW State Street Reconstruction - Southbound Lanes project.
3. Receive and file the report of bids received on January 10, 2023.
4. Approve Resolution, making award of construction contract to Alliance Construction Group, LLC of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with Alliance Construction Group, LLC in the amount of \$1,407,593.05.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 19, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as January 10, 2023, and setting the public hearing date as January 17, 2023.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on November 17, 2022. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-06

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-06

5:30 P.M.

JANUARY 17, 2023

PROPOSED SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

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 State Street Reconstruction – Southbound Lanes project. Notice of this hearing was published in the Des Moines Register on the 30th day of December, 2022.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-06.

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 STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", 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
STATE STREET RECONSTRUCTION - SOUTHBOUND
LANES

WHEREAS, on the **19th** day of **December**, 2022, 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 State Street Reconstruction - Southbound Lanes; 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 17th day of January, 2023.

Mayor

ATTEST:

City Clerk



city of
Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
1-17-23

BID LETTING

10:30 A.M.

JANUARY 10, 2023

SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW State Street Reconstruction – Southbound Lanes project in accordance with the Plans and Specifications prepared by McClure Engineering Company.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 1,664,700³⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	<u>Absolute Group</u> <u>PO Box 430</u> <u>Granger IA 50109</u>	<u>1,418,478⁵⁵</u>	_____
2) _____	<u>Com-Struct Inc</u> <u>305 South Dayton Ave</u> <u>Ames IA 50010</u>	<u>1,659,489⁰⁰</u>	_____
3) _____	<u>Elder Corporation</u> <u>5088 E University Ave</u> <u>Des Moines IA 50327</u>	<u>1,460,000⁰⁰</u>	_____
4) _____	<u>Iowa Civil Contracting Inc</u> <u>1106 3rd St</u> <u>Victor IA 52347</u>	<u>1,803,075²⁶</u>	_____
5) <u>*</u>	<u>Alliance Construction Group LLC</u> <u>9400 Plum Dr Ste 100</u> <u>Urbandale IA 50322</u>	<u>1,407,593⁰⁵</u>	_____
6) _____	<u>All Star Concrete LLC</u> <u>4989 NW Johnson Dr</u> <u>Johnson IA 50131</u>	<u>1,579,060⁷⁰</u>	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	Concrete Technologies Inc 1001 SE 37th St Grimes IA 50111	1,483,693 ⁵⁵	_____
8) _____	C.J. Moynagh Sons 24412 Hwy 13 Elkader IA 52043	2,399,659 ⁴⁵	_____
9) _____	Shelar Engineering P.L.C. 2600 MLK Jr Pkwy #200 Des Moines IA 50310	1,515,633 ⁰⁰	_____
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 January 17, 2023 at 5:30 P.M.

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Mark Mueller
Mark Mueller, Public Works Director



BID TABULATION
SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES
SW ORDNANCE ROAD TO WEST FIRST STREET
ANKENY, IOWA
McCLURE PROJECT # 2022000919



LETTING DATE: JANUARY 10, 2023 AT 10:30 AM						1		2		3		4		5	
						Alliance Construction Group LLC		Absolute Concrete Construction, Inc.		Elder Corporation		Concrete Technologies, Inc.		Shekar Engineering, PLC	
						Urbandale, IA		Granger, IA		Des Moines, IA		Grimes, IA		Des Moines, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 2 - EARTHWORK														
2.01	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	455	\$ 30.00	\$ 13,650.00	\$ 8.25	\$ 3,753.75	\$ 23.10	\$ 10,510.50	\$ 15.50	\$ 7,052.50	\$ 16.25	\$ 7,393.75	\$ 20.00	\$ 9,100.00
2.02	EXCAVATION, CLASS 10	CY	2492	\$ 15.00	\$ 37,380.00	\$ 5.25	\$ 13,083.00	\$ 17.45	\$ 43,485.40	\$ 22.00	\$ 54,824.00	\$ 23.10	\$ 57,565.20	\$ 12.00	\$ 29,904.00
2.03	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	10102	\$ 3.00	\$ 30,306.00	\$ 3.15	\$ 31,821.30	\$ 3.60	\$ 36,367.20	\$ 3.00	\$ 30,306.00	\$ 3.15	\$ 31,821.30	\$ 4.00	\$ 40,408.00
2.04	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	2500	\$ 6.00	\$ 15,000.00	\$ 9.75	\$ 24,375.00	\$ 6.00	\$ 15,000.00	\$ 4.00	\$ 10,000.00	\$ 4.20	\$ 10,500.00	\$ 4.20	\$ 10,500.00
2.05	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	10102	\$ 12.00	\$ 121,224.00	\$ 13.50	\$ 136,377.00	\$ 13.30	\$ 134,356.60	\$ 10.50	\$ 106,071.00	\$ 11.00	\$ 111,122.00	\$ 11.17	\$ 112,839.34
2.06	COMPACTION TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,050.00	\$ 4,050.00	\$ 4,600.00	\$ 4,600.00	\$ 7,350.00	\$ 7,350.00	\$ 5,000.00	\$ 5,000.00
	DIVISION 4 - SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, CLASS III RCP, 15-INCH DIAMETER	LF	16	\$ 150.00	\$ 2,400.00	\$ 180.00	\$ 2,880.00	\$ 150.00	\$ 2,400.00	\$ 400.00	\$ 6,400.00	\$ 420.00	\$ 6,720.00	\$ 250.00	\$ 4,000.00
4.02	STORM SEWER, TRENCHED, CLASS III RCP, 18-INCH DIAMETER	LF	8	\$ 200.00	\$ 1,600.00	\$ 185.00	\$ 1,480.00	\$ 150.00	\$ 1,200.00	\$ 670.00	\$ 5,360.00	\$ 705.00	\$ 5,640.00	\$ 300.00	\$ 2,400.00
4.03	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	24	\$ 50.00	\$ 1,200.00	\$ 72.00	\$ 1,728.00	\$ 33.00	\$ 792.00	\$ 66.00	\$ 1,584.00	\$ 69.30	\$ 1,663.20	\$ 125.00	\$ 3,000.00
4.04	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 6-INCH DIAMETER	LF	2138	\$ 30.00	\$ 64,140.00	\$ 20.00	\$ 42,760.00	\$ 23.00	\$ 49,174.00	\$ 27.75	\$ 59,329.50	\$ 29.15	\$ 62,322.70	\$ 18.00	\$ 38,484.00
4.05	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 8-INCH DIAMETER	LF	370	\$ 35.00	\$ 12,950.00	\$ 24.00	\$ 8,880.00	\$ 33.00	\$ 12,210.00	\$ 47.00	\$ 17,390.00	\$ 49.35	\$ 18,259.50	\$ 25.00	\$ 9,250.00
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 2, CASE D, 8-INCH DIAMETER	LF	51	\$ 40.00	\$ 2,040.00	\$ 24.00	\$ 1,224.00	\$ 33.00	\$ 1,683.00	\$ 128.00	\$ 6,528.00	\$ 135.00	\$ 6,885.00	\$ 25.00	\$ 1,275.00
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 1,875.00	\$ 15,000.00	\$ 535.00	\$ 4,280.00	\$ 2,900.00	\$ 23,200.00	\$ 3,045.00	\$ 24,360.00	\$ 1,750.00	\$ 14,000.00
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6-INCH DIAMETER	EA	6	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 415.00	\$ 2,490.00	\$ 2,000.00	\$ 12,000.00	\$ 2,100.00	\$ 12,600.00	\$ 750.00	\$ 4,500.00
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8-INCH DIAMETER	EA	1	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 2,600.00	\$ 2,600.00	\$ 2,730.00	\$ 2,730.00	\$ 900.00	\$ 900.00
4.10	REMOVAL OF SUBDRAIN	LF	415	\$ 15.00	\$ 6,225.00	\$ 3.50	\$ 1,452.50	\$ 9.00	\$ 3,735.00	\$ 16.75	\$ 6,951.25	\$ 17.60	\$ 7,304.00	\$ 25.00	\$ 10,375.00
	DIVISION 5 - WATER MAINS AND APPURTENANCES														
5.01	WATER SERVICE STOP BOX ASSEMBLY	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 825.00	\$ 1,650.00	\$ 1,225.00	\$ 2,450.00	\$ 1,285.00	\$ 2,570.00	\$ 2,500.00	\$ 5,000.00
5.02	VALVE, GATE, 6-INCH DIAMETER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 1,850.00	\$ 1,850.00	\$ 6,200.00	\$ 6,200.00	\$ 6,510.00	\$ 6,510.00	\$ 3,500.00	\$ 3,500.00
5.03	VALVE REMOVAL	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 3,200.00	\$ 6,400.00	\$ 750.00	\$ 1,500.00	\$ 4,700.00	\$ 9,400.00	\$ 4,935.00	\$ 9,870.00	\$ 1,500.00	\$ 3,000.00
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	INTAKE, SW-505, CAST-IN-PLACE	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 15,000.00	\$ 6,000.00	\$ 12,000.00	\$ 9,450.00	\$ 18,900.00	\$ 9,925.00	\$ 19,850.00	\$ 10,500.00	\$ 21,000.00
6.02	MANHOLE ADJUSTMENT, SANITARY, MINOR, TYPE C CASTING	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,650.00	\$ 2,650.00	\$ 2,780.00	\$ 2,780.00	\$ 1,900.00	\$ 1,900.00
6.03	INTAKE ADJUSTMENT, MINOR, SW-505	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 3,045.00	\$ 3,045.00	\$ 2,450.00	\$ 2,450.00
6.04	REMOVE INTAKE	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,600.00	\$ 5,200.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,050.00	\$ 2,100.00	\$ 2,500.00	\$ 5,000.00
	DIVISION 7 - STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	8751	\$ 95.00	\$ 831,345.00	\$ 79.00	\$ 691,329.00	\$ 75.00	\$ 656,325.00	\$ 78.00	\$ 682,578.00	\$ 74.50	\$ 651,949.50	\$ 72.38	\$ 633,397.38
7.02	CONCRETE MEDIAN, CLASS C OR C-SUD, 6-INCH DEPTH	SY	115	\$ 100.00	\$ 11,500.00	\$ 65.00	\$ 7,475.00	\$ 235.00	\$ 27,025.00	\$ 154.00	\$ 17,710.00	\$ 115.00	\$ 13,225.00	\$ 103.13	\$ 11,859.95
7.03	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,800.00	\$ 9,800.00	\$ 11,500.00	\$ 11,500.00	\$ 8,750.00	\$ 8,750.00
7.04	REMOVAL OF SIDEWALK	SY	14	\$ 50.00	\$ 700.00	\$ 120.00	\$ 1,680.00	\$ 50.00	\$ 700.00	\$ 85.00	\$ 1,190.00	\$ 89.25	\$ 1,249.50	\$ 132.25	\$ 1,851.50
7.05	REMOVAL OF DRIVEWAY	SY	59	\$ 20.00	\$ 1,180.00	\$ 95.00	\$ 5,605.00	\$ 16.00	\$ 944.00	\$ 33.00	\$ 1,947.00	\$ 34.65	\$ 2,044.35	\$ 105.05	\$ 6,197.95
7.06	SIDEWALK, PCC, CLASS C, 4-INCH DEPTH	SY	14	\$ 100.00	\$ 1,400.00	\$ 115.00	\$ 1,610.00	\$ 76.00	\$ 1,064.00	\$ 53.00	\$ 742.00	\$ 285.00	\$ 3,990.00	\$ 124.39	\$ 1,741.46
7.07	SIDEWALK, PCC, CLASS C, 6-INCH DEPTH	SY	22	\$ 150.00	\$ 3,300.00	\$ 115.00	\$ 2,530.00	\$ 92.00	\$ 2,024.00	\$ 159.00	\$ 3,498.00	\$ 200.00	\$ 4,400.00	\$ 155.54	\$ 3,421.88
7.08	DETECTABLE WARNINGS, GALVANIZED STEEL	SF	20	\$ 65.00	\$ 1,300.00	\$ 120.00	\$ 2,400.00	\$ 71.00	\$ 1,420.00	\$ 53.00	\$ 1,060.00	\$ 45.00	\$ 900.00	\$ 65.00	\$ 1,300.00
7.09	DRIVEWAY, PAVED, TYPE A WITH RADII, PCC, CLASS C, 7-INCH DEPTH	SY	49	\$ 85.00	\$ 4,165.00	\$ 80.00	\$ 3,920.00	\$ 102.00	\$ 4,998.00	\$ 74.00	\$ 3,626.00	\$ 100.00	\$ 4,900.00	\$ 136.10	\$ 6,668.90
7.10	FULL DEPTH PATCHES, 9-INCH DEPTH	SY	428	\$ 150.00	\$ 64,200.00	\$ 115.00	\$ 49,220.00	\$ 102.00	\$ 43,656.00	\$ 118.00	\$ 50,504.00	\$ 110.00	\$ 47,080.00	\$ 125.88	\$ 53,876.64
7.11	SUBBASE OVER-EXCAVATION, 6-INCH DEPTH	TON	320	\$ 50.00	\$ 16,000.00	\$ 14.00	\$ 4,480.00	\$ 77.35	\$ 24,752.00	\$ 45.00	\$ 14,400.00	\$ 47.25	\$ 15,120.00	\$ 75.00	\$ 24,000.00
7.12	PAVEMENT REMOVAL	SY	8571	\$ 12.00	\$ 102,852.00	\$ 8.75	\$ 74,996.25	\$ 8.90	\$ 76,281.90	\$ 9.25	\$ 79,281.75	\$ 9.70	\$ 83,138.70	\$ 10.64	\$ 91,195.44
	DIVISION 8 - TRAFFIC CONTROL														
8.01	TRAFFIC SIGNAL MODIFICATION, SW STATE STREET AND SW ORDNANCE ROAD	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,750.00	\$ 14,750.00	\$ 14,220.00	\$ 14,220.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,353.00	\$ 16,353.00
8.02	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND SW ORDNANCE RD	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,200.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00	\$ 2,310.00	\$ 2,310.00	\$ 2,530.00	\$ 2,530.00
8.03	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND WEST FIRST ST	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,985.00	\$ 2,985.00	\$ 3,100.00	\$ 3,100.00	\$ 3,135.00	\$ 3,135.00	\$ 3,432.75	\$ 3,432.75
8.04	PAINTED PAVEMENT MARKINGS, DURABLE	STA	38.39	\$ 120.00	\$ 4,606.80	\$ 225.00	\$ 8,637.75	\$ 205.00	\$ 7,869.95	\$ 211.00	\$ 8,100.29	\$ 215.00	\$ 8,253.85	\$ 235.75	\$ 9,050.44
8.05	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	1.4	\$ 400.00	\$ 560.00	\$ 525.00	\$ 735.00	\$ 500.00	\$ 700.00	\$ 520.00	\$ 728.00	\$ 525.00	\$ 735.00	\$ 575.00	\$ 805.00
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 180.00	\$ 1,440.00	\$ 425.00	\$ 3,400.00	\$ 400.00	\$ 3,200.00	\$ 412.00	\$ 3,296.00	\$ 420.00	\$ 3,360.00	\$ 460.00	\$ 3,680.00
8.07	RAISED PAVEMENT MARKERS	EA	160	\$ 25.00	\$ 4,000.00	\$ 6.50	\$ 1,040.00	\$ 6.00	\$ 960.00	\$ 6.20	\$ 992.00	\$ 6.30	\$ 1,008.00	\$ 6.90	\$ 1,104.00
8.08	PAVEMENT MARKINGS REMOVED, WATERBLASTING	STA	20.2	\$ 100.00	\$ 2,020.00	\$ 115.00	\$ 2,323.00	\$ 110.00	\$ 2,222.00	\$ 113.00	\$ 2,282.60	\$ 115.50	\$ 2,333.10	\$ 126.50	\$ 2,555.30
8.09	SYMBOLS AND LEGENDS REMOVED, WATERBLASTING	EA	1	\$ 300.00	\$ 300.00	\$ 325.00	\$ 325.00	\$ 300.00	\$ 300.00	\$ 310.00	\$ 310.00	\$ 315.00	\$ 315.00	\$ 345.00	\$ 345.00
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	37.02	\$ 75.00	\$ 2,776.50	\$ 125.00	\$ 4,627.50	\$ 100.00	\$ 3,702.00	\$ 103.00	\$ 3,813.06	\$ 105.00	\$ 3,887.10	\$ 115.00	\$ 4,257.30
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	5	\$ 125.00	\$ 625.00	\$ 200.00	\$ 1,000.00	\$ 175.00	\$ 875.00	\$ 180.00	\$ 900.00	\$ 184.00	\$ 920.00	\$ 201.25	\$ 1,006.25
8.12	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 29,000.00	\$ 29,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,500.00	\$ 30,500.00	\$ 33,350.00	\$ 33,350.00
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	\$ 130.00	\$ 2,600.00	\$ 125.00	\$ 2,500.00	\$ 129.00	\$ 2,580.00	\$ 131.00	\$ 2,620.00	\$ 143.75	\$ 2,875.00
8.14	TRAFFIC SIGNS BY AREA	SF	12	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 36.00	\$ 432.00	\$ 36.75	\$ 441.00	\$ 40.25	\$ 483.00
8.15	WOOD POSTS	LF	24	\$ 20.00	\$ 480.00	\$ 40.00	\$ 960.00	\$ 35.00	\$ 840.00	\$ 36.00	\$ 864.00	\$ 36.75	\$ 882.00	\$ 40.25	\$ 966.00
8.16	ROUND STEEL POSTS	LF	30	\$ 30.00	\$ 900.00	\$ 90.00	\$ 2,700.00	\$ 85.00	\$ 2,550.00	\$ 88.00	\$ 2,640.00	\$ 89.25	\$ 2,677.50	\$ 97.75	\$ 2,932.50
8.17	ROUND STEEL POST ANCHORS	EA	3	\$ 150.00	\$ 450.00	\$ 325.00	\$ 975.00	\$ 300.00	\$ 900.00	\$ 310.00	\$ 930.00	\$ 315.00	\$ 945.00	\$ 345.00	\$ 1,035.00
8.18	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	7	\$ 250.00	\$ 1,750.00	\$ 225.00	\$ 1,575.00	\$ 200.00	\$ 1,400.00	\$ 206.00	\$ 1,442.00	\$ 210.00	\$ 1,470.00	\$ 230.00	\$ 1,610.00
8.19	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	3	\$ 250.00	\$ 750.00	\$ 125.00	\$ 375.00	\$ 100.00	\$ 300.00	\$ 103.00	\$ 309.00	\$ 105.00	\$ 315.00	\$ 115.00	\$ 345.00



BID TABULATION
SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES
SW ORDNANCE ROAD TO WEST FIRST STREET
ANKENY, IOWA
McCLURE PROJECT # 2022000919



LETTING DATE: JANUARY 10, 2023 AT 10:30 AM				ENGINEER'S ESTIMATE		6		7		8		9	
						All Star Concrete, LLC		Con-Struct, Inc.		Iowa Civil Contracting, Inc.		CJ Moyna & Sons, LLC	
						Johnston, IA		Ames, IA		Victor, IA		Elkader, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 2 - EARTHWORK												
2.01	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	455	\$ 30.00	\$ 13,650.00	\$ 15.50	\$ 7,052.50	\$ 50.00	\$ 22,750.00	\$ 94.90	\$ 43,179.50	\$ 66.00	\$ 30,030.00
2.02	EXCAVATION, CLASS 10	CY	2492	\$ 15.00	\$ 37,380.00	\$ 22.00	\$ 54,824.00	\$ 25.00	\$ 62,300.00	\$ 30.24	\$ 75,358.08	\$ 80.00	\$ 199,360.00
2.03	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	10102	\$ 3.00	\$ 30,306.00	\$ 3.00	\$ 30,306.00	\$ 3.00	\$ 30,306.00	\$ 5.42	\$ 54,752.84	\$ 12.00	\$ 121,224.00
2.04	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	2500	\$ 6.00	\$ 15,000.00	\$ 4.00	\$ 10,000.00	\$ 5.00	\$ 12,500.00	\$ 7.62	\$ 19,050.00	\$ 7.50	\$ 18,750.00
2.05	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	10102	\$ 12.00	\$ 121,224.00	\$ 10.50	\$ 106,071.00	\$ 13.00	\$ 131,326.00	\$ 21.82	\$ 220,425.64	\$ 26.00	\$ 262,652.00
2.06	COMPACTION TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00
	DIVISION 4 - SEWERS AND DRAINS												
4.01	STORM SEWER, TRENCHED, CLASS III RCP, 15-INCH DIAMETER	LF	16	\$ 150.00	\$ 2,400.00	\$ 400.00	\$ 6,400.00	\$ 270.00	\$ 4,320.00	\$ 130.00	\$ 2,080.00	\$ 285.00	\$ 4,560.00
4.02	STORM SEWER, TRENCHED, CLASS III RCP, 18-INCH DIAMETER	LF	8	\$ 200.00	\$ 1,600.00	\$ 670.00	\$ 5,360.00	\$ 320.00	\$ 2,560.00	\$ 256.00	\$ 2,048.00	\$ 300.00	\$ 2,400.00
4.03	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	24	\$ 50.00	\$ 1,200.00	\$ 66.00	\$ 1,584.00	\$ 70.00	\$ 1,680.00	\$ 60.00	\$ 1,440.00	\$ 25.00	\$ 600.00
4.04	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 6-INCH DIAMETER	LF	2138	\$ 30.00	\$ 64,140.00	\$ 27.75	\$ 59,329.50	\$ 30.00	\$ 64,140.00	\$ 31.00	\$ 66,278.00	\$ 21.00	\$ 44,898.00
4.05	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 8-INCH DIAMETER	LF	370	\$ 35.00	\$ 12,950.00	\$ 47.00	\$ 17,390.00	\$ 45.00	\$ 16,650.00	\$ 39.00	\$ 14,430.00	\$ 26.00	\$ 9,620.00
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 2, CASE D, 8-INCH DIAMETER	LF	51	\$ 40.00	\$ 2,040.00	\$ 128.00	\$ 6,528.00	\$ 50.00	\$ 2,550.00	\$ 39.00	\$ 1,989.00	\$ 24.50	\$ 1,249.50
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 2,900.00	\$ 23,200.00	\$ 2,500.00	\$ 20,000.00	\$ 3,200.00	\$ 25,600.00	\$ 2,400.00	\$ 19,200.00
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6-INCH DIAMETER	EA	6	\$ 500.00	\$ 3,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,000.00	\$ 6,000.00	\$ 265.00	\$ 1,590.00	\$ 600.00	\$ 3,600.00
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8-INCH DIAMETER	EA	1	\$ 600.00	\$ 600.00	\$ 2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 625.00	\$ 625.00
4.10	REMOVAL OF SUBDRAIN	LF	415	\$ 15.00	\$ 6,225.00	\$ 16.75	\$ 6,951.25	\$ 20.00	\$ 8,300.00	\$ 15.00	\$ 6,225.00	\$ 3.50	\$ 1,452.50
	DIVISION 5 - WATER MAINS AND APPURTENANCES												
5.01	WATER SERVICE STOP BOX ASSEMBLY	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,225.00	\$ 2,450.00	\$ 1,000.00	\$ 2,000.00	\$ 1,950.00	\$ 3,900.00	\$ 460.00	\$ 920.00
5.02	VALVE, GATE, 6-INCH DIAMETER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 6,200.00	\$ 6,200.00	\$ 7,000.00	\$ 7,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,200.00	\$ 4,200.00
5.03	VALVE REMOVAL	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 4,700.00	\$ 9,400.00	\$ 6,000.00	\$ 12,000.00	\$ 3,960.00	\$ 7,920.00	\$ 300.00	\$ 600.00
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS												
6.01	INTAKE, SW-505, CAST-IN-PLACE	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 9,450.00	\$ 18,900.00	\$ 12,000.00	\$ 24,000.00	\$ 6,930.00	\$ 13,860.00	\$ 7,000.00	\$ 14,000.00
6.02	MANHOLE ADJUSTMENT, SANITARY, MINOR, TYPE C CASTING	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,650.00	\$ 2,650.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00
6.03	INTAKE ADJUSTMENT, MINOR, SW-505	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,400.00	\$ 4,400.00
6.04	REMOVE INTAKE	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 950.00	\$ 1,900.00	\$ 720.00	\$ 1,440.00
	DIVISION 7 - STREETS AND RELATED WORK												
7.01	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	8751	\$ 95.00	\$ 831,345.00	\$ 89.00	\$ 778,839.00	\$ 86.00	\$ 752,586.00	\$ 78.27	\$ 684,940.77	\$ 74.50	\$ 651,949.50
7.02	CONCRETE MEDIAN, CLASS C OR C-SUD, 6-INCH DEPTH	SY	115	\$ 100.00	\$ 11,500.00	\$ 87.00	\$ 10,005.00	\$ 160.00	\$ 18,400.00	\$ 132.52	\$ 15,239.80	\$ 115.00	\$ 13,225.00
7.03	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,020.00	\$ 9,020.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 11,500.00	\$ 11,500.00
7.04	REMOVAL OF SIDEWALK	SY	14	\$ 50.00	\$ 700.00	\$ 85.00	\$ 1,190.00	\$ 30.00	\$ 420.00	\$ 30.00	\$ 420.00	\$ 60.00	\$ 840.00
7.05	REMOVAL OF DRIVEWAY	SY	59	\$ 20.00	\$ 1,180.00	\$ 33.00	\$ 1,947.00	\$ 30.00	\$ 1,770.00	\$ 30.00	\$ 1,770.00	\$ 50.00	\$ 2,950.00
7.06	SIDEWALK, PCC, CLASS C, 4-INCH DEPTH	SY	14	\$ 100.00	\$ 1,400.00	\$ 97.00	\$ 1,358.00	\$ 120.00	\$ 1,680.00	\$ 100.00	\$ 1,400.00	\$ 285.00	\$ 3,990.00
7.07	SIDEWALK, PCC, CLASS C, 6-INCH DEPTH	SY	22	\$ 150.00	\$ 3,300.00	\$ 95.00	\$ 2,090.00	\$ 130.00	\$ 2,860.00	\$ 130.00	\$ 2,860.00	\$ 200.00	\$ 4,400.00
7.08	DETECTABLE WARNINGS, GALVANIZED STEEL	SF	20	\$ 65.00	\$ 1,300.00	\$ 49.00	\$ 980.00	\$ 60.00	\$ 1,200.00	\$ 65.00	\$ 1,300.00	\$ 45.00	\$ 900.00
7.09	DRIVEWAY, PAVED, TYPE A WITH RADII, PCC, CLASS C, 7-INCH DEPTH	SY	49	\$ 85.00	\$ 4,165.00	\$ 101.00	\$ 4,949.00	\$ 80.00	\$ 3,920.00	\$ 100.00	\$ 4,900.00	\$ 100.00	\$ 4,900.00
7.10	FULL DEPTH PATCHES, 9-INCH DEPTH	SY	428	\$ 150.00	\$ 64,200.00	\$ 150.00	\$ 64,200.00	\$ 160.00	\$ 68,480.00	\$ 144.82	\$ 61,982.96	\$ 110.00	\$ 47,080.00
7.11	SUBBASE OVER-EXCAVATION, 6-INCH DEPTH	TON	320	\$ 50.00	\$ 16,000.00	\$ 45.00	\$ 14,400.00	\$ 50.00	\$ 16,000.00	\$ 80.80	\$ 25,856.00	\$ 60.00	\$ 19,200.00
7.12	PAVEMENT REMOVAL	SY	8571	\$ 12.00	\$ 102,852.00	\$ 9.25	\$ 79,281.75	\$ 10.00	\$ 85,710.00	\$ 10.92	\$ 93,595.32	\$ 45.00	\$ 385,695.00
	DIVISION 8 - TRAFFIC CONTROL												
8.01	TRAFFIC SIGNAL MODIFICATION, SW STATE STREET AND SW ORDNANCE ROAD	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,220.00	\$ 14,220.00	\$ 16,000.00	\$ 16,000.00	\$ 24,211.40	\$ 24,211.40	\$ 14,220.00	\$ 14,220.00
8.02	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND SW ORDNANCE RD	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00
8.03	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND WEST FIRST ST	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,985.00	\$ 2,985.00	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00	\$ 2,985.00	\$ 2,985.00
8.04	PAINTED PAVEMENT MARKINGS, DURABLE	STA	38.39	\$ 120.00	\$ 4,606.80	\$ 205.00	\$ 7,869.95	\$ 300.00	\$ 11,517.00	\$ 205.00	\$ 7,869.95	\$ 205.00	\$ 7,869.95
8.05	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	1.4	\$ 400.00	\$ 560.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 180.00	\$ 1,440.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00
8.07	RAISED PAVEMENT MARKERS	EA	160	\$ 25.00	\$ 4,000.00	\$ 6.00	\$ 960.00	\$ 6.00	\$ 960.00	\$ 6.00	\$ 960.00	\$ 6.00	\$ 960.00
8.08	PAVEMENT MARKINGS REMOVED, WATERBLASTING	STA	20.2	\$ 100.00	\$ 2,020.00	\$ 110.00	\$ 2,222.00	\$ 110.00	\$ 2,222.00	\$ 110.00	\$ 2,222.00	\$ 110.00	\$ 2,222.00
8.09	SYMBOLS AND LEGENDS REMOVED, WATERBLASTING	EA	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	37.02	\$ 75.00	\$ 2,776.50	\$ 100.00	\$ 3,702.00	\$ 100.00	\$ 3,702.00	\$ 100.00	\$ 3,702.00	\$ 100.00	\$ 3,702.00
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	5	\$ 125.00	\$ 625.00	\$ 175.00	\$ 875.00	\$ 190.00	\$ 950.00	\$ 175.00	\$ 875.00	\$ 175.00	\$ 875.00
8.12	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 29,000.00	\$ 29,000.00	\$ 31,000.00	\$ 31,000.00	\$ 29,000.00	\$ 29,000.00	\$ 60,000.00	\$ 60,000.00
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00
8.14	TRAFFIC SIGNS BY AREA	SF	12	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 35.00	\$ 420.00
8.15	WOOD POSTS	LF	24	\$ 20.00	\$ 480.00	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00	\$ 35.00	\$ 840.00	\$ 35.00	\$ 840.00
8.16	ROUND STEEL POSTS	LF	30	\$ 30.00	\$ 900.00	\$ 85.00	\$ 2,550.00	\$ 95.00	\$ 2,850.00	\$ 85.00	\$ 2,550.00	\$ 85.00	\$ 2,550.00
8.17	ROUND STEEL POST ANCHORS	EA	3	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00	\$ 330.00	\$ 990.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00
8.18	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	7	\$ 250.00	\$ 1,750.00	\$ 200.00	\$ 1,400.00	\$ 220.00	\$ 1,540.00	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00
8.19	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	3	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00

LETTING DATE: JANUARY 10, 2023 AT 10:30 AM						1		2		3		4		5	
						Alliance Construction Group LLC		Absolute Concrete Construction, Inc.		Elder Corporation		Concrete Technologies, Inc.		Shekar Engineering, PLC	
						Urbandale, IA		Granger, IA		Des Moines, IA		Grimes, IA		Des Moines, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 9 - SITE WORK AND LANDSCAPING														
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.2	\$ 1,000.00	\$ 1,200.00	\$ 175.00	\$ 210.00	\$ 1,000.00	\$ 1,200.00	\$ 155.00	\$ 186.00	\$ 575.00	\$ 690.00	\$ 1,150.00	\$ 1,380.00
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	1.2	\$ 2,500.00	\$ 3,000.00	\$ 2,300.00	\$ 2,760.00	\$ 3,000.00	\$ 3,600.00	\$ 2,300.00	\$ 2,760.00	\$ 1,940.00	\$ 2,328.00	\$ 3,450.00	\$ 4,140.00
9.03	FILTER SOCK, 9-INCH DIAMETER	LF	100	\$ 5.00	\$ 500.00	\$ 2.25	\$ 225.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00	\$ 2.60	\$ 260.00	\$ 5.75	\$ 575.00
9.04	FILTER SOCK, REMOVAL	LF	100	\$ 2.50	\$ 250.00	\$ 0.50	\$ 50.00	\$ 2.50	\$ 250.00	\$ 0.50	\$ 50.00	\$ 0.25	\$ 25.00	\$ 2.88	\$ 288.00
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BONDED FIBER MATRIX (BFM)	AC	2.4	\$ 3,500.00	\$ 8,400.00	\$ 3,400.00	\$ 8,160.00	\$ 4,000.00	\$ 9,600.00	\$ 3,300.00	\$ 7,920.00	\$ 3,675.00	\$ 8,820.00	\$ 4,600.00	\$ 11,040.00
9.06	INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	3	\$ 150.00	\$ 450.00	\$ 75.00	\$ 225.00	\$ 200.00	\$ 600.00	\$ 52.00	\$ 156.00	\$ 68.25	\$ 204.75	\$ 230.00	\$ 690.00
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	8	\$ 150.00	\$ 1,200.00	\$ 175.00	\$ 1,400.00	\$ 200.00	\$ 1,600.00	\$ 155.00	\$ 1,240.00	\$ 142.00	\$ 1,136.00	\$ 230.00	\$ 1,840.00
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	16	\$ 25.00	\$ 400.00	\$ 30.00	\$ 480.00	\$ 25.00	\$ 400.00	\$ 26.00	\$ 416.00	\$ 26.25	\$ 420.00	\$ 28.75	\$ 460.00
	DIVISION 11 - MISCELLANEOUS														
11.01	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 71,161.55	\$ 71,161.55	\$ 98,500.00	\$ 98,500.00	\$ 187,500.00	\$ 187,500.00
11.02	TEMPORARY GRANULAR DRIVEWAY	TON	78	\$ 60.00	\$ 4,680.00	\$ 60.00	\$ 4,680.00	\$ 59.50	\$ 4,641.00	\$ 32.00	\$ 2,496.00	\$ 33.60	\$ 2,620.80	\$ 81.30	\$ 6,341.40
11.03	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,750.00	\$ 4,750.00	\$ 5,700.00	\$ 5,700.00	\$ 4,175.00	\$ 4,175.00	\$ 5,462.50	\$ 5,462.50
	DIVISION 12 - ELECTRICAL RELOCATION														
12.01	CONDUIT, GRAY HDPE, 2 INCH DIAMETER, TRENCH OR TRENCHLESS	LF	645	\$ 15.00	\$ 9,675.00	\$ 16.00	\$ 10,320.00	\$ 15.00	\$ 9,675.00	\$ 15.50	\$ 9,997.50	\$ 15.75	\$ 10,158.75	\$ 17.25	\$ 11,126.25
12.02	POWER CABLE 2-3C #6 AWG, TRACER WIRE, AND PULL ROPE	LF	790	\$ 10.00	\$ 7,900.00	\$ 13.00	\$ 10,270.00	\$ 12.00	\$ 9,480.00	\$ 12.50	\$ 9,875.00	\$ 12.60	\$ 9,954.00	\$ 13.80	\$ 10,902.00
12.03	TYPE I HANDHOLE, 24 INCH DIAMETER, PRECAST CONCRETE	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 950.00	\$ 2,850.00	\$ 900.00	\$ 2,700.00	\$ 930.00	\$ 2,790.00	\$ 945.00	\$ 2,835.00	\$ 1,035.00	\$ 3,105.00
TOTAL AMOUNT BID:				\$ 1,664,700.30		\$ 1,407,593.05		\$ 1,418,478.55		\$ 1,460,000.00		\$ 1,483,693.55		\$ 1,515,612.13	
BID SECURITY:						10%		10%		10%		10%		10%	

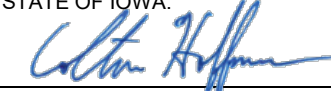
Notes:

Denotes math error. Unit prices were held and highlighted cells reflect corrected amounts.

LETTING DATE: JANUARY 10, 2023 AT 10:30 AM				ENGINEER'S ESTIMATE		6		7		8		9	
						All Star Concrete, LLC		Con-Struct, Inc.		Iowa Civil Contracting, Inc.		CJ Moyna & Sons, LLC	
						Johnston, IA		Ames, IA		Victor, IA		Elkader, IA	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 9 - SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.2	\$ 1,000.00	\$ 1,200.00	\$ 150.00	\$ 180.00	\$ 600.00	\$ 720.00	\$ 1,000.00	\$ 1,200.00	\$ 550.00	\$ 660.00
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	1.2	\$ 2,500.00	\$ 3,000.00	\$ 2,200.00	\$ 2,640.00	\$ 2,000.00	\$ 2,400.00	\$ 3,000.00	\$ 3,600.00	\$ 1,850.00	\$ 2,220.00
9.03	FILTER SOCK, 9-INCH DIAMETER	LF	100	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00	\$ 3.00	\$ 300.00	\$ 5.00	\$ 500.00	\$ 2.50	\$ 250.00
9.04	FILTER SOCK, REMOVAL	LF	100	\$ 2.50	\$ 250.00	\$ 0.35	\$ 35.00	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00	\$ 0.25	\$ 25.00
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BONDED FIBER MATRIX (BFM)	AC	2.4	\$ 3,500.00	\$ 8,400.00	\$ 3,200.00	\$ 7,680.00	\$ 3,800.00	\$ 9,120.00	\$ 4,000.00	\$ 9,600.00	\$ 3,500.00	\$ 8,400.00
9.06	INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	3	\$ 150.00	\$ 450.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 200.00	\$ 600.00	\$ 65.00	\$ 195.00
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	8	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 200.00	\$ 1,600.00	\$ 135.00	\$ 1,080.00
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	16	\$ 25.00	\$ 400.00	\$ 25.00	\$ 400.00	\$ 50.00	\$ 800.00	\$ 25.00	\$ 400.00	\$ 25.00	\$ 400.00
	DIVISION 11 - MISCELLANEOUS												
11.01	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 94,525.00	\$ 94,525.00	\$ 105,000.00	\$ 105,000.00	\$ 170,000.00	\$ 170,000.00	\$ 340,000.00	\$ 340,000.00
11.02	TEMPORARY GRANULAR DRIVEWAY	TON	78	\$ 60.00	\$ 4,680.00	\$ 32.00	\$ 2,496.00	\$ 60.00	\$ 4,680.00	\$ 38.00	\$ 2,964.00	\$ 90.00	\$ 7,020.00
11.03	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,750.00	\$ 4,750.00	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00
	DIVISION 12 - ELECTRICAL RELOCATION												
12.01	CONDUIT, GRAY HDPE, 2 INCH DIAMETER, TRENCH OR TRENCHLESS	LF	645	\$ 15.00	\$ 9,675.00	\$ 15.00	\$ 9,675.00	\$ 18.00	\$ 11,610.00	\$ 26.00	\$ 16,770.00	\$ 15.00	\$ 9,675.00
12.02	POWER CABLE 2-3C #6 AWG, TRACER WIRE, AND PULL ROPE	LF	790	\$ 10.00	\$ 7,900.00	\$ 12.00	\$ 9,480.00	\$ 15.00	\$ 11,850.00	\$ 25.00	\$ 19,750.00	\$ 12.00	\$ 9,480.00
12.03	TYPE I HANDHOLE, 24 INCH DIAMETER, PRECAST CONCRETE	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 900.00	\$ 2,700.00	\$ 1,000.00	\$ 3,000.00	\$ 2,800.00	\$ 8,400.00	\$ 900.00	\$ 2,700.00
TOTAL AMOUNT BID:				\$ 1,664,700.30		\$ 1,579,110.95		\$ 1,659,489.00		\$ 1,803,075.26		\$ 2,399,659.45	
BID SECURITY:						10%		10%		10%		10%	

Notes:
Denotes math error. Unit prices were held and highlighted cells reflect corrected amounts.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED ON JANUARY 10, 2023 FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES PROJECT IN THE CITY OF ANKENY, IOWA AND WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.


COLTON D. HOFFMANN, P.E.

LICENSE NO. 26427

EXP. 12/31/2023

January 10, 2023
DATE

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE SW STATE STREET
RECONSTRUCTION - SOUTHBOUND LANES

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 State Street Reconstruction - Southbound Lanes, described in the plans and specifications heretofore adopted by this Council on January 17, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Alliance Construction Group, LLC of Urbandale, Iowa

Amount of bid: \$1,407,593.05

Portion of project: All construction work

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

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", 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 STATE STREET
RECONSTRUCTION - SOUTHBOUND LANES

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 State Street Reconstruction - Southbound Lanes, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>Alliance Construction Group, LLC</u> of <u>Urbandale, Iowa</u>
Amount of bid:	<u>\$1,407,593.05</u>
Bond surety:	_____
Date of bond:	_____
Portion of project:	<u>All construction work</u>

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk



100 50 0 100

LEGEND

- STAGE 1A PROPOSED PAVEMENT
- STAGE 1B PROPOSED PAVEMENT
- STAGE 2A PROPOSED PAVEMENT
- STAGE 2B PROPOSED PAVEMENT

**SW STATE STREET RECONSTRUCTION -
SOUTHBOUND LANES
SW ORDANCE ROAD TO WEST FIRST STREET
ANKENY, IOWA**

PROJECT INFORMATION MEETING

DRAWING NO.

EXHIBIT

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 17th day of January 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Alliance Construction Group LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordinance Road to just south of West First Street in the City of Ankeny.

The improvement includes the construction of approximately 8,750 SY of 9" PCC Class C-SUD pavement, 400 SY of 9" full depth PCC Class C-SUD patching, 2,600 LF of subdrain, removal of 10,100 SY of subgrade to a depth of 6" and replacement with subgrade preparation, modified subbase, paved medians, driveways, sidewalks, new pedestrian push button and associated traffic signal work at the SW State Street and SW Ordinance Road intersection, cast-in-place replacement of storm sewer intakes, water valve installation and water valve removals, City—owned electric line installation and electric line removals, pavement removal, pedestrian ramps, pavement markings, signs, temporary traffic control, erosion control, final surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Four Hundred Seven Thousand Five Hundred Ninety-Three and 05/100 DOLLARS (\$1,407,593.05), 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 in **seventy-five (75) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new pavement markings and signs installed, the new streets, driveways and sidewalks fully open to traffic, and the new pedestrian push buttons and crossing fully operational. **A mandatory six-day work week is required and working days will be charged 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 **substantially complete Stage 2B work within fifteen (15) working days**. Substantial completion for Stage 2B shall be defined as all grading and pavement construction associated with Stage 2B completed, with the pavement constructed in Stage 2B fully open to traffic. Should the Contractor fail to substantially complete the work associated within the Stage 2B within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract terms(s). **These fifteen (15) working days are included within the seventy-five (75) working days for substantial completion of the overall project.**

The Contractor shall fully complete the overall project in **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 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 Mark E. Holm, Mayor

(Seal)
ATTEST:

Michelle Guska, City Clerk



CONTRACTOR:

By Alliance Construction Group, LLC
Contractor
[Signature]
Signature
President
Title
9400 Plum Drive, #100
Street Address
Urbandale, IA 50322
City, State, Zip Code
515-225-6677
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1098-46 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 17th day of January, 2023, before me a Notary Public in and for said county, personally appeared Dustin Jones, to me personally known, who being by me duly sworn did say that person is President of said Alliance Construction Group, LLC that ~~(the seal affixed to said instrument is the seal of said OR no seal has been procured by the said)~~ Alliance Construction Group, LLC, and that said instrument was signed and sealed on behalf of the said Alliance Construction Group, LLC, by authority of its managers and the said Dustin Jones acknowledged the execution of said instrument to be the voluntary act and deed of said Alliance Construction Group, LLC, by it voluntarily executed.



Michelle McCool
Notary Public in and for the State of Iowa
My commission expires 5/29, 2023

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, On-site, 6-Inch Depth	CY	455	\$8.25	\$3,753.75
2.02	Excavation, Class 10	CY	2,492	\$5.25	\$13,083.00
2.03	Subgrade Preparation, 6-Inch Depth	SY	10,102	\$3.15	\$31,821.30
2.04	Subgrade Treatment, Geogrid, Triangular	SY	2,500	\$9.75	\$24,375.00
2.05	Subbase, Modified, Virgin Aggregate, 6-Inch Depth	SY	10,102	\$13.50	\$136,377.00
2.06	Compaction Testing	LS	1	\$2,500.00	\$2,500.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, Class III RCP, 15-Inch Diameter	LF	16	\$180.00	\$2,880.00
4.02	Storm Sewer, Trenched, Class III RCP, 18-Inch Diameter	LF	8	\$185.00	\$1,480.00
4.03	Removal of Storm Sewer, Less than 36-Inch Diameter	LF	24	\$72.00	\$1,728.00
4.04	Subdrain, Corrugated PVC, Type 1, Case C, 6-Inch Diameter	LF	2,138	\$20.00	\$42,760.00
4.05	Subdrain, Corrugated PVC, Type 1, Case C, 8-Inch Diameter	LF	370	\$24.00	\$8,880.00
4.06	Subdrain, Corrugated PVC, Type 2, Case D, 8-Inch Diameter	LF	51	\$24.00	\$1,224.00
4.07	Subdrain Cleanout, Type B, 24-Inch Diameter	EA	8	\$1,875.00	\$15,000.00
4.08	Subdrain Outlets and Connections, PVC, 6-Inch Diameter	EA	6	\$400.00	\$2,400.00
4.09	Subdrain Outlets and Connections, PVC, 8-Inch Diameter	EA	1	\$400.00	\$400.00
4.10	Removal of Subdrain	LF	415	\$3.50	\$1,452.50
	WATER MAINS AND APPURTENANCES				
5.01	Water Service Stop Box Assembly	EA	2	\$2,000.00	\$4,000.00
5.02	Valve, Gate, 6-Inch Diameter	EA	1	\$2,800.00	\$2,800.00
5.03	Valve Removal	EA	2	\$3,200.00	\$6,400.00

	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, SW-505, Cast-In-Place	EA	2	\$7,500.00	\$15,000.00
6.02	Manhole Adjustment, Sanitary, Minor, Type C Casting	EA	1	\$2,600.00	\$2,600.00
6.03	Intake Adjustment, Minor, SW-505	EA	1	\$2,600.00	\$2,600.00
6.04	Remove Intake	EA	2	\$2,600.00	\$5,200.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9-Inch Depth	SY	8,751	\$79.00	\$691,329.00
7.02	Concrete Median, Class C or C-SUD, 6-Inch Depth	SY	115	\$65.00	\$7,475.00
7.03	PCC Pavement Samples and Testing	LS	1	\$9,500.00	\$9,500.00
7.04	Removal of Sidewalk	SY	14	\$120.00	\$1,680.00
7.05	Removal of Driveway	SY	59	\$95.00	\$5,605.00
7.06	Sidewalk, PCC, Class C, 4-Inch Depth	SY	14	\$115.00	\$1,610.00
7.07	Sidewalk, PCC, Class C, 6-Inch Depth	SY	22	\$115.00	\$2,530.00
7.08	Detectable Warnings, Galvanized Steel	SF	20	\$120.00	\$2,400.00
7.09	Driveway, Paved, Type A with Radii, PCC, Class C, 7-Inch Depth	SY	49	\$80.00	\$3,920.00
7.10	Full Depth Patches, 9-Inch Depth	SY	428	\$115.00	\$49,220.00
7.11	Subbase Over-excavation, 6-Inch Depth	TON	320	\$14.00	\$4,480.00
7.12	Pavement Removal	SY	8,571	\$8.75	\$74,996.25
	TRAFFIC CONTROL				
8.01	Traffic Signal Modification, SW State Street and SW Ordinance Road	LS	1	\$14,750.00	\$14,750.00
8.02	Traffic Signal Modification, Temporary, SW State St and SW Ordinance Rd	LS	1	\$2,300.00	\$2,300.00
8.03	Traffic Signal Modification, Temporary, SW State St and West First St	LS	1	\$3,200.00	\$3,200.00
8.04	Painted Pavement Markings, Durable	STA	38.39	\$225.00	\$8,637.75
8.05	Wet, Retroreflective Removable Tape Markings	STA	1.40	\$525.00	\$735.00
8.06	Painted Symbols and Legends, Durable	EA	8	\$425.00	\$3,400.00
8.07	Raised Pavement Markers	EA	160	\$6.50	\$1,040.00
8.08	Pavement Markings Removed, Waterblasting	STA	20.20	\$115.00	\$2,323.00
8.09	Symbols and Legends Removed, Waterblasting	EA	1	\$325.00	\$325.00
8.10	Grooves Cut for Pavement Markings	STA	37.02	\$125.00	\$4,627.50

8.11	Grooves Cut for Symbols and Legends	EA	5	\$200.00	\$1,000.00
8.12	Temporary Traffic Control	LS	1	\$40,000.00	\$40,000.00
8.13	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$130.00	\$2,600.00
8.14	Traffic Signs by Area	SF	12	\$40.00	\$480.00
8.15	Wood Posts	LF	24	\$40.00	\$960.00
8.16	Round Steel Posts	LF	30	\$90.00	\$2,700.00
8.17	Round Steel Post Anchors	EA	3	\$325.00	\$975.00
8.18	Remove and Reinstall Traffic Signs	EA	7	\$225.00	\$1,575.00
8.19	Remove and Salvage Traffic Sign Assembly	EA	3	\$125.00	\$375.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.2	\$175.00	\$210.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	1.2	\$2,300.00	\$2,760.00
9.03	Filter Sock, 9-Inch Diameter	LF	100	\$2.25	\$225.00
9.04	Filter Sock, Removal	LF	100	\$0.50	\$50.00
9.05	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	2.4	\$3,400.00	\$8,160.00
9.06	Inlet Protection Device, Surface-Applied	EA	3	\$75.00	\$225.00
9.07	Inlet Protection Device, Drop-In	EA	8	\$175.00	\$1,400.00
9.08	Inlet Protection Device, Maintenance	EA	16	\$30.00	\$480.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$85,000.00	\$85,000.00
11.02	Temporary Granular Driveway	TON	78	\$60.00	\$4,680.00
11.03	Concrete Washout, Roll-off Container	LS	1	\$5,500.00	\$5,500.00
	ELECTRICAL RELOCATION				
12.01	Conduit, Gray HDPE, 2 Inch Diameter, Trench or Trenchless	LF	645	\$16.00	\$10,320.00
12.02	Power Cable 2-3c #6 AWG, Tracer Wire, and Pull Rope	LF	790	\$13.00	\$10,270.00
12.03	Type I Handhole, 24 Inch Diameter, Precast Concrete	EA	3	\$950.00	\$2,850.00

TOTAL CONTRACT AMOUNT = \$ 1,407,593.05

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alliance Construction Group LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Four Hundred Seven Thousand Five Hundred Ninety-Three and 05/100 DOLLARS (\$1,407,593.05), 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 17th day of January, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordinance Road to just south of West First Street in the City of Ankeny.

The improvement includes the construction of approximately 8,750 SY of 9" PCC Class C-SUD pavement, 400 SY of 9" full depth PCC Class C-SUD patching, 2,600 LF of subdrain, removal of 10,100 SY of subgrade to a depth of 6" and replacement with subgrade preparation, modified subbase, paved medians, driveways, sidewalks, new pedestrian push button and associated traffic signal work at the SW State Street and SW Ordinance Road intersection, cast-in-place replacement of storm sewer intakes, water valve installation and water valve removals, City—owned electric line installation and electric line removals, pavement removal, pedestrian ramps, pavement markings, signs, temporary traffic control, erosion control, final surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

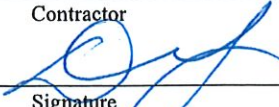
NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain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

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

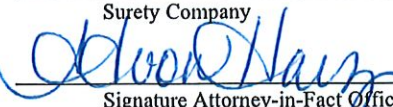
Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 17th day of January, 2023.

PRINCIPAL:

Alliance Construction Group, LLC
Contractor
By 
Signature
President
Title

SURETY:

United Fire & Casualty Company
Surety Company
By 
Signature Attorney-in-Fact Officer
E. A. von Harz
Printed Name of Attorney-in-Fact Officer
AssuredPartners Great Plains, LLC
Company Name
4200 University Ave, Suite 200
Company Address
West Des Moines, IA 50266
City, State, Zip Code
515-244-0166
Company Telephone Number

NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

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

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

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

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

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

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

"Article VI – Surety Bonds and Undertakings"

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

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

10th day of March, 2014



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

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

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

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



Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

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

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 17th day of January, 2023.



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



ALLICON-01

TKANNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2023

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: SW State Street Reconstruction - Southbound Lanes - SW Ordinance Road to West First Street

The City of Ankeny and McClure Engineering Company are included as additional insured as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of January 3, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Tuesday, January 3, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Renee Potts, Ankeny Community Network, shared information for the Martin Luther King, Jr. week of service, January 12-16th.

APPROVAL OF AGENDA

1. Council Member Stearns moved, Bentz seconded, to approve and accept the January 3, 2023 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2023-01. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed review of an application for State Revolving Fund (SRF) Loan and to make available to the public the contents of an environmental information document and the City's project plan. The proposed project involves the construction of the S. Ankeny Blvd Transmission Main Project. Notice of this hearing was published in the Des Moines Register on the 2nd day of December, 2022.

Don Clark, Municipal Utilities Director, reported the S. Ankeny Blvd. Transmission Main Project will be utilizing the State Revolving Fund (SRF) to provide a lower rate of interest. As part of the SRF process, an environmental review is included. The Iowa Department of Natural Resources (IDNR) provided the Environmental Information Document (EID), which summarizes their findings to date. The consultant has provided the Intended Use Plan (IUP) Application as well as the Environmental Review Checklist and pictures. Staff added the project location map. The purpose of this project is to increase water conveyance from High Trestle Trail to the NW Booster Station and to combine the southwest and east pressure zones into one pressure zone. This project is a portion of our transmission main network to provide an improved performance and operation of our water distribution system. This project is still being designed, but the intention is to have it out for bid later this winter, with construction to follow in the spring of 2023.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Stearns moved, Bentz seconded, to close public hearing 2023-01. Ayes: 5.

2. PH 2023-02. Mayor announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract, estimate of cost and enhancement of payment for construction of certain public improvements described in general as construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project. Notice of this hearing was published in the Des Moines Register on the 16th day of

December, 2022.

Mark Mueller, Public Works Director, reported the project includes the reconstruction of NE Delaware Avenue from an existing two-lane rural roadway into a new five-lane urban street with dedicated left turn lanes from just north of NE 5th Street to just south of the bridge over Fourmile Creek. New traffic signals will be installed at the intersection of NE Delaware Avenue and NE 5th Street and at the intersection of NE Delaware Avenue and NE 18th Street. The project also includes the addition of left turn lanes on the side streets adjacent to NE Delaware Avenue, along with the addition of dedicated right turn lanes at all four legs of the NE Delaware Avenue and NE 18th Street intersection. A portion of this project is being funded with Federal-aid Swap funds; therefore, the project was bid through the Iowa Department of Transportation (DOT).

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2023-02. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of December 19, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of December 6, 2022.

Licenses and Permits

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

Finance/Budget

4. Change Order #2 decreasing the contract amount by \$17,830.50 to Communication Data Link for construction services on the N Ankeny Blvd Fiber Optic Upgrade project.
5. Payment #9, \$25,701.29 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
6. Payment #2, \$48,309.87 to Communication Data Link, for construction services on the N Ankeny Blvd Fiber Optic Upgrade project.
7. Payment #14, \$14,649.00 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
8. Payment #8, \$1,097.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
9. Payment #20, \$14,947.87 to FOX Strand, for engineering services on the Ankeny ASR project.
10. Payment #15, \$81,050.64 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
11. Payment #7, \$29,525.63 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
12. Payment #3, \$291,413.31 to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.
13. Payment #17, \$15,372.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
14. Payment #19, \$6,223.75 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

15. Payment #6, \$10,681.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
16. Payment #1, \$26,710.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
17. Payment #5, \$20,653.82 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
18. Payment #27, \$1,061.00 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
19. Payment #20, \$1,805.88 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
20. Payment #18, \$2,617.50 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.
21. Payment #25, \$17,715.89 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
22. Payment #9, \$2,289.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
23. Payment #23, \$6,754.50 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
24. Payment #17, \$10,748.63 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
25. Payment #36, \$10,093.78 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive – RISE project.
26. Payment #22, \$11,784.50 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
27. January 3, 2023 Accounts Payable by fund: General 220,343; Hotel Motel Tax 969; Road Use Tax 203,343; Debt Service 1,800; Library Foundation 57; Solid Waste 1,197; Water 57,449; Water Sinking 550; Sewer 69,841; Storm Water 157; Golf Course 9,539; Enterprise Project 908,081; Revolving 22,529; Risk Management 71,069; Health Insurance 373; Capital Projects 518,198; Payroll Totals 1,805,697; Transfers/ACH (197,358); Agenda Payments approved separately (651,207); Grand Total \$ 3,042,627.
28. Receive and file the City of Ankeny Annual Comprehensive Financial Report (ACFR) for the year ended June 30, 2022.
29. **RESOLUTION 2023-001** related to the revision of the Financial Policy of the Standard Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.
30. Biller Order Form, Biller Agreement and Statement of Work with Invoice Cloud, Inc. to provide online payment processing.

Personnel

31. **RESOLUTION 2023-002** increasing the Full-Time Equivalent (FTE) positions authorized for fiscal year 2023 from 357.78 to 358.78.

Community Development

32. **RESOLUTION 2023-003** adopting a new Official Zoning Map for the City of Ankeny, Iowa.
33. **RESOLUTION 2023-004** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, warranty deed to park land and park land dedication agreement; and authorizing cost participation for the extension of water main for The Crossings at Deer Creek Plat 12.
34. **RESOLUTION 2023-005** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by NGR Inc., located along the west side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive. (date of hrg: 01/17/23 @ 5:30 p.m.)

35. **RESOLUTION 2023-006** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Bricktowne Piper LC., located north of NW Reinhart Drive and west of N Ankeny Boulevard. (date of hrg: 1/17/23 @ 5:30 p.m.)
36. **RESOLUTION 2023-007** 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 to reclassify certain property owned by Bricktowne Piper LC., located north of NW Reinhart Drive and west of N. Ankeny Boulevard (date of hrg: 1/17/23 @ 5:30 p.m.)

Engineering

37. **RESOLUTION 2023-008** accepting maintenance bond for water main, sanitary sewer, and storm sewer in The Crossings at Deer Creek Plat 12.
38. **RESOLUTION 2023-009** accepting maintenance bond for concrete paving in The Crossings at Deer Creek Plat 12.
39. **RESOLUTION 2023-010** accepting maintenance bond for asphalt paving in The Crossings at Deer Creek Plat 12.
40. **RESOLUTION 2023-011** accepting maintenance bond for subgrade prep. in The Crossings at Deer Creek Plat 12.
41. **RESOLUTION 2023-012** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Ankeny Community School District)
42. **RESOLUTION 2023-013** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa. (Hale Development)
43. **RESOLUTION 2023-014** accepting public improvements in Spectrum 36 Plat 1 for utilities & subgrade prep.
44. **RESOLUTION 2023-015** accepting public improvements in Spectrum 36 Plat 1 for paving.

Administrative

45. **RESOLUTION 2023-016** approving the application for tax abatement under the Urban Revitalization Plan for the City of Ankeny, Iowa, submitted for the property locally known as 709 SW 3rd St., Ankeny, Iowa.
46. **RESOLUTION 2023-017** approving the application for tax abatement under the Urban Revitalization Plan for the City of Ankeny, Iowa, submitted for the property locally known as 617 SW 3rd St., Ankeny, Iowa.

Approval of Consent Agenda Items

1. Council Member Perry moved, second by Shafer, to approve the recommendations for Consent Agenda Items CA-1 through CA-46. Ayes: Perry, Shafer, Bentz, Ruddy, Stearns.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2127.** An Ordinance vacating a portion of a Public Storm Sewer Easement located on Lot 1, John Deere Place Plat 4. Council Member Bentz moved, Ruddy seconded, to accept second consideration of Ordinance 2127. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
2. **Ord 2128.** An Ordinance vacating a portion of a Public Ingress/Egress Easement located on Lot 1, John Deere Place Plat 4. Council Member Stearns moved, Ruddy seconded, to accept second consideration of Ordinance 2128. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.

3. **Ord 2129.** An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by modifying provisions pertaining to liquor license and wine and beer permits. Council Member Ruddy moved, Stearns seconded, to accept second consideration of Ordinance 2129. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.

NEW BUSINESS

1. Proposed Environmental Review for SRF Loan Projects (PH 2023-01) Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2023-018** accepting the environmental information document for SRF loan application with the Iowa Department of Natural Resources. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
2. Proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 Feet North of NE 18th Street (PH 2023-02) Council Member Stearns moved, Bentz seconded, to adopt 1) **RESOLUTION 2023-019** adopting plans, specifications, form of contract. estimate of cost \$10,654,525.25 and enhancement of payment; 2) receive and file report of bids received December 20, 2022; 3) adopt **RESOLUTION 2023-020** making award of construction contract with Elder Corporation in the amount of \$9,993,000.00; and 4) adopt **RESOLUTION 2023-021** approving contract and bonds with Elder Corporation in the amount of \$9,993,000.00. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.
3. Proposed SW State Street Fiber Optic Relocation Initiate Proceedings Council Member Ruddy moved, Stearns seconded, to adopt **RESOLUTION 2023-022** ordering construction on the SW State Street Fiber Optic Relocation and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/31/23 @ 10:30 A.M. / date of hrg: 2/6/23 @ 5:30 P.M.) Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
4. Proposed 2023 PCC Pavement Preservation Program Initiate Proceedings Council Member Bentz moved, Stearns seconded, to adopt **RESOLUTION 2023-023** ordering construction of the 2023 PCC Pavement Preservation Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/31/23 @ 10:30 A.M. / date of hrg: 2/6/23 @ 5:30 P.M.) Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
5. Proposed 2023 PCC Reconstruction Program - SE 8th Street Initiate Proceedings Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-024** ordering construction on the 2023 PCC Reconstruction Program - SE 8th Street project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/31/23 @ 10:30 A.M. / date of hrg: 2/6/23 @ 5:30 P.M.) Ayes: Stearns, Ruddy, Bentz, Perry, Shafer.
6. Proposed North Four Mile Creek Trunk Sewer Initiate Proceedings Council Member Stearns moved, Bentz seconded, to adopt **RESOLUTION 2023-025** ordering construction on the North Four Mile Creek Trunk Sewer project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/31/23 @ 10:30 A.M. / date of hrg: 2/6/23 @ 5:30 P.M.) Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.
7. Proposed S. Ankeny Blvd. Transmission Main Initiate Proceedings Council Member Bentz moved, Stearns seconded, to adopt **RESOLUTION 2023-026** ordering construction on the S. Ankeny Blvd. Transmission Main project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 1/31/23 @ 10:30 A.M. / date of hrg: 2/6/23 @ 5:30 P.M.) Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.
8. Proposed application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. Council Member Bentz moved, Ruddy seconded, to set public hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan and direct City Clerk to publish notice 30 days prior to hearing (date of hrg: 2/20/23 @ 5:30 p.m.). Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
9. Proposed Delaware Ground Storage Tank Painting Professional Services Agreement with Dixon Engineering Council Member Stearns moved, Bentz seconded, to approve the

Professional Services Agreement with Dixon Engineering, for the design engineering and bidding phase services on the Delaware Ground Storage Tank Painting Project in an amount not to exceed \$7,225.00 and the Mayor to execute said agreement. Ayes: Stearns, Bentz, Perry, Ruddy, Shafer.

10. Proposed SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement Professional Services Agreement with Snyder & Associates, Inc. Council Member Stearns moved, Perry seconded, to approve the Professional Services Agreement with Snyder & Associates, Inc., for the design engineering and bidding phase services on the Uptown Parking Improvements in an amount not to exceed \$41,700.00 and the Mayor to execute said agreement. Correction: The Professional Services Agreement with Snyder & Associates, Inc., was for the design engineering and bidding phase services on the SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement project and not the Uptown Parking Improvements. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 5:59 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 1/13/23.



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of December 20, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes 2022-12-20

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, December 20, 2022

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

CALL TO ORDER

Vice Chair T.Rapp called the December 20, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

Members present: Trina Flack, Annette Renaud, Ted Rapp, Todd Ripper, Lisa West and Randy Weisheit.
Absent: Glenn Hunter. Staff present: E.Jensen, D.Silverthorn, B.Morrissey, L.Hutzell, R.Kirschman, B.Fuglsang

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the December 20, 2022 agenda without amendments. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the December 6, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 1001 SW Ordinance Road - Aim High Automotive Site Plan

Motion to approve the site plan for 1001 SW Ordinance Road, Aim High Automotive, subject to City Council approval of the public storm sewer vacation, public ingress/egress easement vacation, and replacement public storm sewer easement.

Item #3. 1509 N Ankeny Boulevard - Earl May Nursery and Garden Center Greenhouse Addition Site Plan

Motion to approve the site plan for 1509 N Ankeny Boulevard, Earl May Nursery and Garden Center Greenhouse Addition.

Item #4. 2006 S. Ankeny Boulevard - DMACC ISO Rated Facility Site Plan

Motion to approve the site plan for 2006 S. Ankeny Boulevard, DMACC ISO Rated Facility.

Motion by A.Renaud to approve the recommendations for Consent Agenda Item #1 - #4. Second by L.West. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #5. Hubbell Realty Company, on behalf of NGR, Inc., request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported that the applicant, Hubbell Realty Company, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. He stated the area subject to the proposed rezoning consists of one parcel and totals approximately 16.74 acres. The property is generally located north of SE Corporate Woods Drive and immediately west of SE Four Mile Drive; and is currently zoned R-1, One-Family Residence District. The surrounding properties to the north, south, and east are zoned M-1, Light Industrial District, while the property to the west is zoned U-1, Conservation and Public Utility District. He noted that the proposed rezoning aligns with the Ankeny Plan 2040 Future Land Use Map. B.Morrissey noted that the M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification and provided examples of common uses allowed within the M-1 District. He shared the

applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. During the public hearing there were no comments or questions from the public regarding the request. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

The applicant/representative had nothing further to share with the Commission.

Motion by T.Flack to recommend City Council approval of the request by Hubbell Realty Company, on behalf of NGR, Inc., to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Bricktowne Piper, LC from High Density Residential to Neighborhood Commercial

Item #7. Bricktowne Piper, LC request to rezone property from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District

R.Kirschman reported Bricktowne Piper, LC is requesting an amendment to The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map and to rezone 4.23-acres of an 8.04-acre parcel located west of N Ankeny Boulevard and north of NW Reinhart Drive. He stated the current future land use designation is High Density Residential and the owner is proposing to modify this to Neighborhood Commercial. R.Kirschman shared that Bricktowne Piper, LC is also requesting to rezone 4.23-acres of an 8.04-acre parcel from R-3, Multiple-Family Residence District to C-2, General Retail and Highway Oriented Business District. He noted that the applicant submitted the required rezoning petitions and all legal notifications were met for both the Land Use Plan amendment and rezoning request. R.Kirschman provided information to address the questions that were raised during the public hearing, which included the access point for the property and what was anticipated to be built on the site. R.Kirschman stated that the proposed land use amendment is consistent with the adjacent properties to the north and east along N. Ankeny Boulevard; therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to amend the Ankeny Plan 2040, Comprehensive Plan, Figure 12.10 Ankeny Future Land Use Plan Map from High Density Residential to Neighborhood Commercial. He stated the proposed rezoning will be consistent with the proposed Land Use designation as shown in the 2040 Comprehensive Plan; and therefore, staff recommends that the Plan and Zoning Commission recommend City Council approval to rezone property from R-3, Multiple Family Residence District to C-2 General Retail & Highway Oriented Business District.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale representing the developer had nothing further to share with the Commission.

Motion by T.Ripper to recommend City Council approval of the request by Bricktowne Piper LC., to amend the Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Bricktowne Piper LC., from High Density Residential to Neighborhood Commercial. Second by T.Flack. All voted aye. Motion carried 6 – 0.

Motion by A.Renaud to recommend City Council approval of the request by Bricktowne Piper LC., to rezone property from R-3 Multiple Family Residence District to C-2, General Retail and Highway Oriented Business District. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the December 19, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the January 4, 2023 Plan and Zoning Commission meeting and said that there will be a public hearing for a rezoning request by NGR, Inc.

Commissioner's Reports

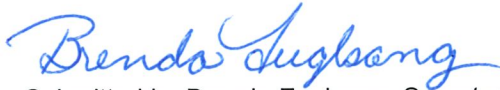
There were no reports.

MISCELLANEOUS ITEMS

January 3, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. The meeting adjourned at 6:45 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of December 6, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [ZBOA Minutes 2022-12-06](#)

Meeting Minutes

Zoning Board of Adjustment

Tuesday, December 6, 2022

Ankeny City Council Chambers

1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the December 6, 2022 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Nichole Sungren, Kristi Tomlinson, and Brett Walker. Staff: E.Jensen, E.Carstens, R. Kirschman, B.Fuglsang

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE NOVEMBER 22, 2022 REGULAR MEETING

Motion by K.Tomlinson to approve the November 22, 2022 meeting minutes as submitted. Second by N.Sungren. Motion carried. 5 – 0.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#22-21

Douglas Playle

for property located at

2002 NE Cortina Drive

Lot 14, Briarwood South Plat 1

RE: Variance – Rear Yard Setback

Chair M.Ott opened the public hearing.

Douglas Playle, 2002 NE Cortina Drive, Ankeny said they have lived in the home for over 18 years. Their deck is original to the home and currently needs to be replaced. He said the contractor notified them that building requirements are different when you place a cover over the deck. He presented their plan for the requested covered deck and asked the Board to consider granting the 2-foot variance. This would then allow them to replace the existing deck with a new covered deck. He asked the Board if they had any questions.

There were no questions from the Board.

R.Kirschman reported that the request is for a variance to Ankeny Municipal Code 192.03(3)(E) to allow a 33-foot rear yard setback for a covered deck at 2002 NE Cortina Drive. He stated that the subject property is located north of NE 20th Street and east of N Ankeny Boulevard within the northeastern quadrant of Ankeny and is zoned R-1, One-Family Residence District. He noted that the neighboring properties are also zoned R-1 and contain single family homes on similarly sized lots. R.Kirschman stated that the applicant is requesting a variance to encroach approximately 2-feet into the 35-foot rear yard setback that will allow the owners to convert their existing deck into a covered deck. He provided details to the Board of the location and size of the proposed covered deck and stated that should the variance for the covered deck be approved, a 33-foot rear yard setback will be the resulting setback on the west side of the property. He noted that all property owners within 250-feet of the subject property were notified of the proposed variance, and to date, staff has not received any correspondence either for or against the request. Staff recommends the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 33-foot rear yard setback for the conversion of an existing deck into a covered deck at 2002 NE Cortina Drive. Staff's position is based on a determination that the decreased rear yard

setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

There were no comments from the Board.

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

Board Action on Filing #22-21 property located at 2002 NE Cortina Drive

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 33-foot rear yard setback for the conversion of an existing deck into a covered deck at 2002 NE Cortina Drive. The Board's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 5 – 0.

NEW BUSINESS

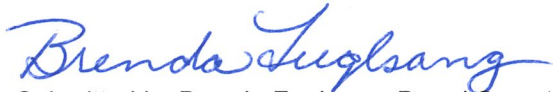
There was no new business.

REPORTS

Renewed Special Use Permits

#12-02 Sports Page Grill – 1704 N Ankeny Blvd.

There being no further business, meeting adjourned at 5:10 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of November 14, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Civil Service minutes

Meeting Minutes
Civil Service Commission
Monday, November 14, 2022
12:00 p.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 10-10-22.

Luetje moved to approve the minutes from October 10, 2022. Blase seconded the motion. All voted aye and the motion carried

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO OFFICE MANAGER IN THE FIRE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

Office Manager – Fire Department:

RANK	LAST	FIRST
1	Farr	Emily
1	Williams	Annamae
3	Balduchi	Joseph
3	Clark	Andrea
3	Haberichter	Jean
6	Slaughter	Maritza
7	Harper	Stefanie

7	Herink	Mindy
7	Higgins	Audrey
7	Murtaugh	Mary
11	Paulson	Emily
12	Parker	Holly
13	Haar	Betty
13	Taylor	Kristen

3. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:07 p.m.
Next meeting: tentative Monday, December 12, 2022, at 12:00 pm

Respectfully submitted,

Dawn Gean
Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Des Moines Area Community College, d/b/a Des Moines Area Community College, 2006 Ankeny Blvd. - Special Class C Retail Alcohol License (BW) (Renewal) - Effective February 5, 2023.
2. Iowa CVS Pharmacy, LLC, d/b/a CVS/Pharmacy #10114, 104 E First St. - Class E Retail Alcohol License (LE) (Renewal) - Effective February 10, 2023.

3. Big Al's South LLC, d/b/a Big Al's, 1615 SW Main St., Ste. 106 - Class C Retail Alcohol License (LC) includes Outdoor Service (NEW) - Tentatively Effective January 18, 2023.
4. Hy-Vee Inc., d/b/a Hy-Vee Kiwanais Gala, 1055 SW Prairie Trail Pkwy (FFA Bldg.)- Class C Retail Alcohol License (LC) (5 Day License) - Effective February 2, 2023.
5. Your Private Bartender LLC, d/b/a Your Private Bar, 1055 SW Prairie Trail Pkwy (FFA Bldg.), Class C Retail Alcohol License (LC) (5 Day License) - Effective January 30, 2023. PENDING DRAM ENDORSEMENT.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for December 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Finance Report

Monthly Finance Report – December 2022

To the Honorable Mayor and City Council:

The financial reports for the month of December are submitted herewith. In the fall and early winter, the annual audit of the City's financial statements was conducted. With audit fieldwork complete comes the release of the City's Annual Comprehensive Financial Report (ACFR) for the year ending June 30, 2022. The City's independent auditors, Eide Bailly, LLP, released an unmodified opinion in December and the report has been submitted to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting. The City hopes to receive this award for the 21st consecutive year. The Annual Comprehensive Financial Report was received and filed at the January 3, 2023, council meeting.

As for the current year, fiscal year 2023, December represents the fifty percent mark of the fiscal year. By looking at the report *Major Operating Funds – Budget vs. Actual*, we can see that revenue and expenditure totals for most of the major operating funds are near or above the fifty percent mark. Other major funds that have variances, mostly due to timing differences and seasonal activities, include the tax increment financing fund and the debt service fund.

The general fund is the primary operating fund of the City and is being highlighted. On the *Revenue Summary by Fund* report, general fund revenues total \$22,689,746 or 55.40% of budget. In general, the figures demonstrate that the City's operations are in line with budget expectations. When reviewing individual revenues on the *Major Operating Funds Detailed Revenue Summary* report, non-property taxes revenue is strong at 75.18% of budget. Also strong is use of money and property revenue at 250.72% of budget. These and other line items are being re-estimated for fiscal year 2023. Further details regarding revenue projections will be shared during the council budget workshops during the months of January and February.

On the expenditure side, overall spending in the general fund appears to be trending with projections. On the *Expenditure Summary by Fund* report, expenditures total \$21,033,333 or 50.11% of budget. When reviewing expenditures on the *Major Operating Funds Budget versus Actual* report, the only program exceeding budget expectations is culture and recreation, at 54% of budget. This is due to the seasonal nature of many of these activities such as aquatics and Prairie Ridge Sports Complex.

Another indicator of the City's financial health is to compare the *Cash Balance Summary* from this same month last fiscal year. The ending cash balance has increased from \$155,027,963 at December 31, 2021, to \$155,975,264 at December 31, 2022. The general fund, road use tax fund, water fund and sewer fund all saw substantial increases in cash balances.

The completion of the City's Annual Comprehensive Financial Report shifts the Finance Department's attention towards completing the budget for fiscal year 2024 and the re-estimation of the budget for fiscal year 2023. The re-estimated budget for fiscal year 2023 will not appear in the monthly financial

reports until April 2023. The end of the calendar year is a good transition point for closing the previous year and to begin looking ahead to the next year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Annette Graeve". The script is cursive and fluid, with the first name "Annette" written in a larger, more prominent style than the last name "Graeve".

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
December 31, 2022

Cash Basis Fund Balances	<u><u>\$ 155,975,264.05</u></u>
Investments	\$ 152,363,554.85
Checking Account Balance (per bank)	5,276,269.50
Deposits in Transit	70,879.95
Outstanding Checks	(1,738,115.25)
Cash Drawer/Petty Cash *	<u>2,675.00</u>
Total	<u><u>\$ 155,975,264.05</u></u>

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

City of Ankeny
Cash Balance Summary
December 31, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2022
General:							
General	100	\$ 31,251,979.48	\$ 22,689,745.91	\$ -	\$ 21,033,332.71	\$ 1,267,867.90	\$ 31,640,524.78
Hotel/Motel Tax	233	385,264.07	2,000.00	1,267,867.90	819,082.32	-	836,049.65
Special Revenue:							
Fire Gift	220	26,892.11	4,680.00	-	-	-	31,572.11
Hawkeye Park Player Fees	240	47,642.84	2,710.00	-	17,234.00	-	33,118.84
Police Gift	250	10,035.87	3,500.00	-	125.03	-	13,410.84
Road Use Tax	260	9,252,239.27	4,796,300.98	-	3,494,779.97	-	10,553,760.28
Police Seizure	270	81,991.30	10,735.42	-	4,654.58	-	88,072.14
Tax Increment Financing	280	2,163,403.63	5,205,726.62	-	114,007.00	-	7,255,123.25
Police and Fire Retirement	290	1,728,233.79	1,318,659.71	-	1,327,094.46	-	1,719,799.04
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	19,388.36	-	30,836.58	-	77,541.25
Park Dedication	440	532,661.61	24,982.48	-	-	-	557,644.09
Sports Complex Foundation	445	113,869.32	8,555.00	-	-	-	122,424.32
Ankeny Garden Club	446	7,974.39	-	-	-	-	7,974.39
Miracle Park Fund	448	61,799.35	6,613.47	-	320.00	-	68,092.82
Dog Park Trust Fund	449	608.91	741.00	-	-	-	1,349.91
P&R Scholarship Fund	450	-	27,078.90	-	-	-	27,078.90
Civic Trust Fund	484	2,937,833.46	-	-	-	-	2,937,833.46
Debt Service	300	1,835,525.79	7,776,033.22	-	2,443,830.01	-	7,167,729.00
Enterprise:							
Solid Waste	500	151,467.58	664,424.51	-	732,741.45	-	83,150.64
Utility Deposits	505	384,519.27	115,037.68	-	100,725.00	-	398,831.95
Water Operations	510	13,689,957.56	11,361,777.34	-	6,288,442.49	776,995.86	17,986,296.55
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	776,995.86	252,030.03	-	1,922,486.81
Sewer Operations	550	12,719,358.74	8,837,452.95	-	5,078,090.13	-	16,478,721.56
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	1,764,813.83	-	545,360.24	-	3,036,426.71
Golf Course	590	1,276,186.59	1,357,862.84	-	1,143,049.88	-	1,490,999.55
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	830,809.47	209,821.65	6,257,448.21	209,821.65	10,959,814.27
Special Assessments	8**	-	277,157.71	-	-	-	277,157.71
Capital Projects	8** & 9**	46,145,091.04	373,103.82	2,765,740.16	22,977,187.15	2,765,740.16	23,541,007.71
Total Budgeted		\$ 149,746,442.10	\$ 67,479,891.22	\$ 5,020,425.57	\$ 72,660,371.24	\$ 5,020,425.57	\$ 144,565,962.08
Internal Service:							
Revolving	710	562,248.98	720,019.49	-	719,490.84	-	562,777.63
Risk Management	720	1,188,947.62	1,490,314.08	-	1,188,520.85	-	1,490,740.85
Health Insurance	730	6,489,229.42	2,642,333.23	-	2,547,402.29	-	6,584,160.36
Sustainability Revolving Loan	770	28,498.06	-	-	-	-	28,498.06
Economic Development Revolving	780	264,465.16	3,000.00	-	-	-	267,465.16
Equipment Reserve	790	2,420,889.69	54,770.22	-	-	-	2,475,659.91
Total Unbudgeted		\$ 10,954,278.93	\$ 4,910,437.02	\$ -	\$ 4,455,413.98	\$ -	\$ 11,409,301.97
Total ⁽¹⁾		\$ 160,700,721.03	\$ 72,390,328.24	\$ 5,020,425.57	\$ 77,115,785.22	\$ 5,020,425.57	\$ 155,975,264.05

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
December 31, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 272,281.98	\$ -	\$ 1,116,941.54
Northwest Water Tower	611	-	-	-	323,400.00	-	(323,400.00)
Centennial Estates Wtr Main Cost Share	613	145,000.00	-	-	-	-	145,000.00
North Ankeny Blvd Water Main	614	152,520.25	-	-	115,889.36	-	36,630.89
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	119,022.50	-	-	-	-	119,022.50
SW Irvinedale Dr Transmission Main-Ph 3	623	(113,840.36)	108,190.36	-	2,483.41	-	(8,133.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(121,109.79)	-	-	88,146.02	-	(209,255.81)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	3,379,757.01	-	2,149,230.25
S Ankeny Blvd Transmission Main	633	-	146,222.73	-	171,976.98	-	(25,754.25)
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	118,243.54	-	22,084.91
Sanitary Sewer Replacement	650	2,296,332.22	-	-	319,716.79	-	1,976,615.43
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	140,156.87	-	-	-	-	140,156.87
Canyon Landing Sanitary Sewer Cost Share	654	493,351.00	-	-	-	-	493,351.00
NE Crestmoor San Sewer Replacement	656	38,200.00	-	-	34,237.50	-	3,962.50
Otter Creek Trunk Sewer Extension	657	452,902.45	-	-	33,841.77	-	419,060.68
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	1,004,503.46	-	-	399,245.99	-	605,257.47
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	148,274.08	-	-	51,346.00	-	96,928.08
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	136.00	-	342,525.93	-	413,687.99
Tradition Detention Basin	682	144,821.65	-	-	-	144,821.65	-
High Trestle Trail Channel Stab. - Phase 2	684	65,000.00	-	-	-	65,000.00	-
Westwinds Storm Sewer Extension	685	204,722.09	-	-	2,009.52	-	202,712.57
Sawgrass Park Dam Improvement	686	(45.00)	-	45.00	-	-	-
Tradition Park Basin Flood Repair	687	(269,929.85)	-	134,556.54	(135,373.31)	-	-
High Trestle Trail Channel Stab. - Phase 1	688	309,010.23	-	65,000.00	129,494.73	-	244,515.50
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	18,222.62	-	-	26,211.78	-	(7,989.16)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	457,118.54	-	963,209.37
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	124,894.67	-	(83,170.98)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 830,809.47</u>	<u>\$ 209,821.65</u>	<u>\$ 6,257,448.21</u>	<u>\$ 209,821.65</u>	<u>\$ 10,959,814.27</u>

City of Ankeny
Capital Projects Cash Balance Summary
December 31, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance December 31, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ 4,841,990.15	\$ -	\$ -	\$ 3,793,670.07	\$ -	1,048,320.08
Des Moines Street Parks Development	897	466,610.90	-	-	349,293.44	-	117,317.46
High Trestle Trail Restroom & Amenities	898	110,000.00	-	-	50,000.00	-	60,000.00
BAN/Bond Activity	900	2,244,865.44	99,669.59	-	40,089.27	-	2,304,445.76
Fire Station No. 4	901	150,000.00	-	-	237,811.70	-	(87,811.70)
Lakeside Center Repurposing	903	50,000.00	-	-	-	-	50,000.00
Signature Park	904	1,843,000.00	-	-	-	-	1,843,000.00
Senior Center	905	366,942.53	300.00	-	32,371.67	-	334,870.86
Public Works Winter Ops Satellite Facility	907	40,000.00	-	-	-	-	40,000.00
SE Hulsizer Road Realignment	908	20,401.96	-	-	480.00	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	1,850.00	-	-	-	-	1,850.00
N Ankeny Blvd & 18th St Int Improvements	913	(16,276.89)	-	-	21,297.76	-	(37,574.65)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	-	-	55,759.05
Pavement Preservation Program	915	378,502.36	-	-	367,035.28	-	11,467.08
Annual Street Replacement Program	916	1,714,065.54	-	-	1,299,709.08	-	414,356.46
Elementary Schools Walkability Imprvmts	917	111,886.00	-	-	147,388.00	-	(35,502.00)
Prairie Ridge Sports Complex	920	67,569.02	-	-	-	-	67,569.02
Miracle Field	925	85,945.10	-	-	-	-	85,945.10
Ankeny Market & Pavilion	926	(14,079.00)	14,079.00	-	-	-	-
Community Entrance Signage	927	48,241.59	-	-	-	-	48,241.59
Library	928	2,782,652.78	-	-	-	2,682,652.78	100,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	75,000.00	-	-	138,045.63	-	(63,045.63)
Cherry Glen Ballfield	933	484,861.21	-	-	34,575.81	-	450,285.40
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	731,380.83	-	(33,408.55)
Annual Sidewalks/Trails	936	457,147.32	-	-	389,636.05	-	67,511.27
Older Parks Renovation	937	186,980.19	-	-	-	-	186,980.19
High Trestle Trail Extension	938	(787,555.44)	131,338.25	-	936,781.42	-	(1,592,998.61)
NE 18th St Asphalt-Meadow View to Cty 38th	941	7,378.80	-	-	-	-	7,378.80
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
South Ankeny Blvd & SE Shurfine	947	(290,521.05)	-	-	-	-	(290,521.05)
Asphalt Street Resurfacing	950	566,076.28	-	-	297,745.33	-	268,330.95
E 1st/I-35 Interchange Improvements	951	2,685,118.87	-	-	1,211,954.01	-	1,473,164.86
NW 18th Recon-NW Ash to N Anky Blvd	953	121,167.45	-	-	262,147.27	-	(140,979.82)
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	374,484.84	-	194,727.93
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	144,219.17	-	35,780.83
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	-	1,142,941.09	-	1,011,271.35
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	-	-	1,197,628.27	-	277,975.12
Traffic Signalization	965	1,660,935.53	-	-	621,586.93	-	1,039,348.60
Traffic Timing Study	966	48,368.75	-	-	-	-	48,368.75
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	75,000.00	-	-	92,352.50	-	(17,352.50)
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	2,041,589.73	-	-	2,300,515.47	-	(258,925.74)
Park Development	973	462,806.61	1,600.00	-	395,713.11	-	68,693.50
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	180,000.00	-	-	150.00	-	179,850.00
Prairie Trail Public Improvements	977	8,409,569.13	-	-	13,384.80	-	8,396,184.33
NE Delaware Reconstruction 5th-18th	979	568,912.47	-	-	543,700.62	-	25,211.85
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	14,480.01	-	(88,676.67)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,810,345.06	-	(2,364,877.65)
Ankeny Library Playground	984	10,076.51	-	-	-	-	10,076.51
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	103,205.62	-	-	121,393.31	-	(18,187.69)
High Trestle Trail Trailhead & Pkg Lot	989	82,822.28	-	-	-	-	82,822.28
High Trestle Trail Experience Park	990	400,000.00	-	-	30,640.00	-	369,360.00
City Hall Council Chamber Renovation	991	(86,414.64)	-	86,414.64	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	4,102,691.49	-	-	2,836,054.18	-	1,266,637.31
SE Delaware Widening	993	982,548.91	-	-	722,864.99	-	259,683.92
Delaware & Corporate Woods Intersection	994	(7,115.13)	-	-	-	-	(7,115.13)
Street/Sidewalk Oversizing	995	76,059.40	-	-	74,367.00	-	1,692.40
HVAC Replacement - City Hall	996	118,093.96	-	-	35,006.58	83,087.38	-
Capital Projects Reserve	997	3,472,855.48	-	2,376,847.91	-	-	5,849,703.39
SW Oralabor & State Safety Improvements	998	276,794.13	-	-	163,946.60	-	112,847.53
Total Non Utility Fund Capital Projects		<u>\$ 46,145,091.04</u>	<u>\$ 373,103.82</u>	<u>\$ 2,765,740.16</u>	<u>\$ 22,977,187.15</u>	<u>\$ 2,765,740.16</u>	<u>\$ 23,541,007.71</u>

City of Ankeny
Revenue Summary by Fund
December 31, 2022

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of December 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 40,956,624.00	\$ 22,689,745.91	\$ (18,266,878.09)	55.40%
Hotel/Motel Tax	233	29,539.15	2,664.51	500.00	2,000.00	1,500.00	400.00%
Special Revenue:							
Fire Gift	220	1,638	2,439	17,000.00	4,680.00	(12,320.00)	27.53%
Hawkeye Park Player Fees	240	10,574.07	9,378.03	10,000.00	2,710.00	(7,290.00)	27.10%
Police Gift	250	2,961.83	4,209.82	1,000.00	3,500.00	2,500.00	350.00%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,602,706.00	4,796,300.98	(3,806,405.02)	55.75%
Police Seizure	270	2,328.21	12,434.91	6,100.00	10,735.42	4,635.42	175.99%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	10,226,657.00	5,205,726.62	(5,020,930.38)	50.90%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,536,511.00	1,318,659.71	(1,217,851.29)	51.99%
Landfill Post-Closure	295	377.33	124.62	100.00	-	(100.00)	0.00%
Friends of the Ankeny Library	430	50,233.00	47,841.33	30,100.00	19,388.36	(10,711.64)	64.41%
Park Dedication	440	55,953.65	30,723.29	600.00	24,982.48	24,382.48	4163.75%
Sports Complex Foundation	445	16,356.91	15,875.92	10,100.00	8,555.00	(1,545.00)	84.70%
Ankeny Garden Club	446	1,453.29	1,449.54	1,380.00	-	(1,380.00)	0.00%
Miracle Park Fund	448	3,891.76	10,853.15	5,000.00	6,613.47	1,613.47	132.27%
Dog Park Trust Fund	449	14.18	333.93	-	741.00	741.00	
P&R Scholarship Fund	450	-	-	-	27,078.90	27,078.90	
Civic Trust Fund	484	3,959,313.31	186,464.14	-	-	-	
Debt Service	300	30,929,861.99	29,364,984.36	15,014,022.00	7,776,033.22	(7,237,988.78)	51.79%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,352,100.00	664,424.51	(687,675.49)	49.14%
Utility Deposits	505	190,560.45	201,802.31	250,000.00	115,037.68	(134,962.32)	46.02%
Water Operations	510	17,689,723.18	18,128,905.67	19,262,238.00	11,361,777.34	(7,900,460.66)	58.98%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	18,881,394.17	17,758,873.85	16,865,436.00	8,837,452.95	(8,027,983.05)	52.40%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,225,761.70	3,413,386.00	3,468,869.00	1,764,813.83	(1,704,055.17)	50.88%
Golf Course	590	1,808,498.72	2,224,378.94	1,800,000.00	1,357,862.84	(442,137.16)	75.44%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	13,868,885.00	830,809.47	(13,038,075.53)	5.99%
Special Assessments	8**	30,128.00	-	-	277,157.71	277,157.71	
Capital Projects	9**	18,139,504.75	25,146,661.48	14,789,858.00	373,103.82	(14,416,754.18)	2.52%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 149,075,786.00	\$ 67,479,891.22	\$ (81,595,894.78)	45.27%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,460,196.00	\$ 720,019.49	\$ (740,176.51)	49.31%
Risk Management	720	1,850,530.80	1,280,848.03	1,244,000.00	1,490,314.08	246,314.08	119.80%
Health Insurance	730	4,695,875.26	4,805,782.88	4,975,000.00	2,642,333.23	(2,332,666.77)	53.11%
Sustainability Revolving Loan	770	2,199.67	1,370.00	619.00	-	(619.00)	0.00%
Economic Development Revolving	780	18,466.41	14,421.21	5,200.00	3,000.00	(2,200.00)	57.69%
Equipment Reserve	790	159,888.30	135,059.94	208,476.00	54,770.22	(153,705.78)	26.27%
Total Unbudgeted Revenues		\$ 7,779,183.42	\$ 7,580,952.92	\$ 7,893,491.00	\$ 4,910,437.02	\$ (2,983,053.98)	62.21%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 156,969,277.00	\$ 72,390,328.24	\$ (84,578,948.76)	46.12%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ December is 50% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
December 31, 2022

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of December 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 41,972,911.00	\$ 21,033,332.71	\$ (20,939,578.29)	50.11%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	935,461.00	819,082.32	(116,378.68)	87.56%
Special Revenue:							
Fire Gift	220	-	280	14,000.00	-	(14,000.00)	0.00%
Hawkeye Park Player Fees	240	-	-	35,980.00	17,234.00	(18,746.00)	47.90%
Police Gift	250	4,548.95	-	1,000.00	125.03	(874.97)	12.50%
Road Use Tax	260	6,185,703.15	6,309,244.00	7,494,861.00	3,494,779.97	(4,000,081.03)	46.63%
Police Seizure	270	423.75	9,710.60	11,375.00	4,654.58	(6,720.42)	40.92%
Tax Increment Financing	280	1,671,478.00	1,974,910.00	2,627,046.00	114,007.00	(2,513,039.00)	4.34%
Police and Fire Retirement	290	2,228,394.57	2,580,774.17	2,628,996.00	1,327,094.46	(1,301,901.54)	50.48%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	30,000.00	30,836.58	836.58	102.79%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	53.30	3,640.00	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	-	10,000.00	320.00	(9,680.00)	3.20%
Dog Park Trust Fund	449	5,432.44	-	-	-	-	
P&R Scholarship Fund	450	-	-	-	-	-	
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	40,288,141.60	38,022,650.42	24,277,332.00	2,443,830.01	(21,833,501.99)	10.07%
Enterprise:							
Solid Waste	500	1,192,185.54	1,310,972.54	1,333,512.00	732,741.45	(600,770.55)	54.95%
Utility Deposits	505	171,585.00	155,535.00	172,000.00	100,725.00	(71,275.00)	58.56%
Water Operations	510	10,867,811.78	13,866,790.86	13,338,383.00	6,288,442.49	(7,049,940.51)	47.15%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	2,261,885.08	5,273,795.42	1,642,926.00	252,030.03	(1,390,895.97)	15.34%
Sewer Operations	550	15,682,283.02	9,250,821.92	13,942,990.00	5,078,090.13	(8,864,899.87)	36.42%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	698,087.50	4,076,287.50	-	-	-	
Storm Water	580	843,306.50	836,450.19	1,084,877.00	545,360.24	(539,516.76)	50.27%
Golf Course	590	1,491,559.00	1,755,171.77	2,103,226.00	1,143,049.88	(960,176.12)	54.35%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	19,161,984.00	6,257,448.21	(12,904,535.79)	32.66%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	25,152,561.00	22,977,187.15	(2,175,373.85)	91.35%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 157,972,421.00	\$ 72,660,371.24	\$ (85,312,049.76)	46.00%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,460,196.00	\$ 719,490.84	\$ (740,705.16)	49.27%
Risk Management	720	1,754,405.96	1,250,301.56	1,244,000.00	1,188,520.85	(55,479.15)	95.54%
Health Insurance	730	3,879,564.17	4,771,845.17	5,344,000.00	2,547,402.29	(2,796,597.71)	47.67%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	47,875.00	48,362.00	1,265,000.00	-	(1,265,000.00)	0.00%
Total Unbudgeted Expenditures		\$ 6,685,887.32	\$ 7,434,617.45	\$ 9,313,196.00	\$ 4,455,413.98	\$ (4,857,782.02)	47.84%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 167,285,617.00	\$ 77,115,785.22	\$ (90,169,831.78)	46.10%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ December is 50% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
December 31, 2022

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of December 31, 2022	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 14,162,596	\$ (13,182,500)	51.79%
Ag Land Tax	13,090	12,960	13,000	8,463	(4,537)	65.10%
Airport Authority Levy	580,365	621,186	651,931	337,681	(314,250)	51.80%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 14,508,741	\$ (13,501,286)	51.80%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 834,306	\$ 1,527,170	\$ 1,370,000	\$ 1,267,868	\$ (102,132)	92.55%
Mobile Home Tax	15,970	16,026	15,300	11,195	(4,105)	73.17%
Utility Replacement Tax	162,311	188,001	204,479	100,150	(104,329)	48.98%
Utility Franchise Tax	1,359,440	1,600,494	1,337,000	898,455	(438,545)	67.20%
Cable TV Franchise Tax	256,414	250,135	256,000	115,142	(140,858)	44.98%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,182,779	\$ 2,392,809	\$ (789,970)	75.18%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 61,000	\$ 42,763	\$ (18,237)	70.10%
Cigarette Permits	4,500	6,050	5,000	775	(4,225)	15.50%
Solicitor Licenses	7,345	8,870	7,000	2,575	(4,425)	36.79%
Miscellaneous Business Licenses	9,795	9,050	7,000	1,645	(5,355)	23.50%
Garbage Licenses	1,200	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	44,039	41,450	29,000	6,480	(22,520)	22.35%
Fire Permits	8,885	5,113	4,000	1,200	(2,800)	30.00%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	6,875	(7,125)	49.11%
Building Permits	2,333,174	2,069,033	1,665,000	976,685	(688,315)	58.66%
Electrical Permits	192,981	173,295	141,000	91,591	(49,409)	64.96%
Heating Permits	128,679	122,470	95,000	60,224	(34,776)	63.39%
Plumbing Permits	149,211	128,084	120,000	83,296	(36,704)	69.41%
Driveway Permits	22,985	16,680	15,000	5,415	(9,585)	36.10%
Sidewalk Permits	23,685	16,005	14,000	5,540	(8,460)	39.57%
Moving/Demolition Permits	450	325	200	75	(125)	37.50%
Fence & Oversize Permits	115,325	87,087	69,000	44,488	(24,512)	64.48%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,247,600	\$ 1,329,628	\$ (917,972)	59.16%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 125,000	\$ 774,567	\$ 649,567	619.65%
Commissions	414	19,015	6,800	282	(6,518)	4.14%
Advertising	1,550	-	-	-	-	
Leases	46,525	43,632	44,039	7,652	(36,387)	17.38%
Community Centers Rental	39,777	81,268	67,000	44,206	(22,795)	65.98%
Park Shelter Rentals	18,985	24,861	18,000	8,383	(9,618)	46.57%
Sports Complex Rentals	96,612	123,567	77,000	66,655	(10,346)	86.56%
Aquatic Center Rentals	28,136	34,357	30,000	585	(29,415)	1.95%
Miscellaneous Rentals	3,628	27,584	8,000	39,973	31,973	499.66%
Subtotal	\$ 602,810	\$ 568,595	\$ 375,839	\$ 942,302	\$ 566,463	250.72%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 340,823	\$ 359,911	\$ 400,000	\$ 210,058	\$ (189,942)	52.51%
School/Police Agreements	195,678	145,066	138,393	75,312	(63,081)	54.42%
County Library Contribution	135,316	150,776	156,644	92,642	(64,002)	59.14%
Other Local Contributions	31,958	42,900	59,000	32,138	(26,862)	54.47%
State:						
Commercial & Industrial Replacement	640,447	664,092	531,615	265,337	(266,278)	49.91%
Library Contribution	23,723	31,060	31,060	28,987	(2,073)	93.33%
Miscellaneous Grants	-	18,208	-	-	-	
Federal:						
Public Safety Grants	1,807,313	174,663	40,000	37,708	(2,292)	94.27%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,356,712	\$ 742,182	\$ (614,530)	54.70%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 4,615	\$ (4,385)	51.28%
Fire/Ambulance Reports	205	140	200	30	(170)	15.00%
False Alarm Fees	4,455	1,975	4,000	1,600	(2,400)	40.00%
Ambulance Charges	2,331,846	2,750,308	2,782,937	1,258,144	(1,524,793)	45.21%
Fingerprinting	5,013	14,175	15,000	6,293	(8,707)	41.96%
Towing Surcharge	2,290	1,920	2,000	940	(1,060)	47.00%
Plan Review Fees	17,075	40,435	15,000	17,750	2,750	118.33%
Parks and Recreation:						
Admissions	248,738	590,141	460,000	352,046	(107,954)	76.53%
Season Passes	383,366	476,049	438,000	41,085	(396,916)	9.38%
Special Population	3,867	1,851	-	-	-	
Special Programs	62,776	154,535	142,000	61,146	(80,854)	43.06%
Rec Programs - Tax Exempt	298,889	515,901	401,000	224,482	(176,518)	55.98%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of December 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	98,960	125,497	110,000	8,484	(101,516)	7.71%
Dog Park Passes	39,026	33,604	37,000	5,837	(31,163)	15.78%
Housing and Subdivision:						
Housing Code	54,505	101,200	70,000	56,369	(13,631)	80.53%
Plan Review Fees	396,464	508,062	285,000	219,124	(65,876)	76.89%
Site Plan Review	12,030	18,300	13,000	7,020	(5,980)	54.00%
Zoning	7,990	6,380	4,000	4,145	145	103.63%
Subdivision Filing Fees	14,220	14,640	11,000	2,880	(8,120)	26.18%
Board of Adjustment Fees	4,920	3,120	2,000	1,980	(20)	99.00%
Architect Review Board Fees	4,910	6,305	4,000	2,395	(1,605)	59.88%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	266,797	340,235	365,944	171,415	(194,529)	46.84%
Animal Impound Fees	752	3,680	7,000	1,400	(5,600)	20.00%
Copy Charges	4,712	8,890	8,000	4,998	(3,002)	62.47%
Miscellaneous Service Charges	13,645	11,700	9,000	5,834	(3,166)	64.82%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,195,081	\$ 2,460,011	\$ (2,735,070)	47.35%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ 5	\$ 5	
Sales/Salvages	6,470	1,897	400	6,184	5,784	1546.05%
Concessions	140,472	288,637	219,000	151,466	(67,534)	69.16%
Contributions-Private Sources	-	-	-	6,100	6,100	
Program Sponsorships	13,750	25,172	16,000	5,689	(10,311)	35.56%
Refunds/Rebates	3,851	14,592	-	1,392	1,392	
Prairie Ridge Maint Reimb	211,109	241,132	253,186	48,989	(204,197)	19.35%
Roadway Signage Reimb	797	6,625	-	14,975	14,975	
Police OT Reimb	3,361	18,229	14,000	11,516	(2,484)	82.26%
Court Fines	56,131	49,968	56,000	42,927	(13,073)	76.66%
Library Fines	19,374	20,924	20,000	9,519	(10,481)	47.60%
Miscellaneous Library Revenues	7,808	7,846	6,000	2,710	(3,290)	45.17%
Miscellaneous Revenues	110,363	20,529	4,000	12,057	8,057	301.41%
Overages/Shortages	971	2,045	-	544	544	
Subtotal	\$ 574,481	\$ 697,625	\$ 588,586	\$ 314,073	\$ (274,513)	53.36%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 40,956,624	\$ 22,689,746	\$ (18,266,878)	55.40%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 1,821	\$ 665	\$ 500	\$ -	\$ (500)	0.00%
Refunds/Reimbursements	27,718	2,000	-	2,000	2,000	
Fund Total	\$ 29,539	\$ 2,665	\$ 500	\$ 2,000	\$ 1,500	400.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 8,171,259	\$ 9,052,931	\$ 8,587,706	\$ 4,792,136	\$ (3,795,570)	55.80%
Interest	34,286	12,651	10,000	-	(10,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	782	782	
Refunds	-	600	-	3,383	3,383	
Signage Reimbursement	-	-	5,000	-	(5,000)	0.00%
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,602,706	\$ 4,796,301	\$ (3,806,405)	55.75%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,149,927	\$ 4,739,321	\$ (4,410,606)	51.80%
TIF District Urban Renewal II	259,026	364,061	501,359	254,223	(247,136)	50.71%
TIF District Urban Renewal III	376,097	389,846	570,371	212,183	(358,188)	37.20%
Use of Money and Property:						
Interest	18,857	8,043	5,000	-	(5,000)	0.00%
Other Reimbursements	-	21,333	-	-	-	
Fund Total	\$ 8,780,810	\$ 9,148,707	\$ 10,226,657	\$ 5,205,727	\$ (5,020,930)	50.90%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 1,265,947	\$ (1,178,238)	51.79%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	978	(22)	97.77%
Utility Replacement Tax	14,399	16,678	17,851	8,743	(9,108)	48.98%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,411	23,154	(23,257)	49.89%
Grants	30,907	11,605	-	-	-	
School Police Agreements	16,843	26,036	26,064	13,542	(12,522)	51.96%
Fund Total	\$ 2,252,963	\$ 2,393,282	\$ 2,536,511	\$ 1,318,660	\$ (1,217,851)	51.99%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 7,583,647	\$ (7,041,816)	51.85%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	5,427	(2,573)	67.84%
Utility Replacement Tax	85,082	97,033	98,994	48,486	(50,508)	48.98%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of December 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	277,565	138,473	(139,092)	49.89%
Use of Money and Property:						
Interest	13,654	3,241	4,000	-	(4,000)	0.00%
Bond Proceeds	16,946,359	14,660,000	-	-	-	
Fund Total	\$ 30,929,862	\$ 29,364,984	\$ 15,014,022	\$ 7,776,033	\$ (7,237,989)	51.79%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,334,000	654,382	(679,618)	49.05%
Service Charges	18,479	19,030	18,000	10,042	(7,958)	55.79%
Interest	835	168	100	-	(100)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,352,100	\$ 664,425	\$ (687,675)	49.14%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	6,839	\$ (4,161)	62.17%
Sales Tax	501	(151)	-	20	20	
Excise Tax	854,186	904,784	1,032,000	582,482	(449,518)	56.44%
Cell Tower Lease	104,105	83,008	80,818	33,890	(46,928)	41.93%
Outside Billing	25,040	20,263	22,000	8,220	(13,780)	37.36%
Water Sales	12,019,100	12,712,319	13,708,086	8,526,797	(5,181,289)	62.20%
Hook Up Fees	708,238	329,793	200,000	92,376	(107,624)	46.19%
Meter Sales	568,996	477,374	625,000	225,865	(399,135)	36.14%
Temporary Water Sales	118,620	85,620	93,000	39,960	(53,040)	42.97%
Water Availability	3,131,602	3,344,757	3,389,334	1,761,742	(1,627,592)	51.98%
Service Charges	118,893	136,937	97,000	74,205	(22,795)	76.50%
Unapplied Credits	9,362	14,782	-	4,861	4,861	
Deposits	190,560	201,802	250,000	115,038	(134,962)	46.02%
Interest	11,503	4,750	4,000	-	(4,000)	0.00%
Miscellaneous	12,125	2,879	-	4,520	4,520	
Fund Total	\$ 17,880,284	\$ 18,330,708	\$ 19,512,238	\$ 11,476,815	\$ (8,035,423)	58.82%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 236,000	\$ 137,674	\$ (98,326)	58.34%
Refunds	1,704	-	-	53	53	
Miscellaneous Service Charge	71,340	63,344	70,000	31,238	(38,762)	44.63%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Usage	10,842,210	9,943,470	10,083,985	5,351,753	(4,732,232)	53.07%
Hook Up Fees	1,163,433	1,110,017	400,000	138,856	(261,144)	34.71%
Sewer Availability	6,527,031	6,385,182	6,071,451	3,175,878	(2,895,573)	52.31%
Interest	7,008	13,006	4,000	2,000	(2,000)	50.00%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,865,436	\$ 8,837,453	\$ (8,027,983)	52.40%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 101,000	\$ 46,720	\$ (54,280)	46.26%
Interest	7,493	3,373	2,000	-	(2,000)	0.00%
Sales Tax	56,134	61,672	69,000	32,525	(36,475)	47.14%
Service Charges	3,031,004	3,245,895	3,296,869	1,685,569	(1,611,300)	51.13%
Miscellaneous	-	826	-	-	-	
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,468,869	\$ 1,764,814	\$ (1,704,055)	50.88%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ -	\$ (1,000)	0.00%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	116	(885)	11.55%
Miscellaneous Service Charges	9,419	21,486	24,000	19,296	(4,704)	80.40%
Gift Certificates	5,161	9,425	-	(863)	(863)	
Driving Range	198,423	183,347	149,000	105,837	(43,163)	71.03%
Rec Program Fees	22,296	25,074	22,000	(328)	(22,328)	-1.49%
Overages (Shortages)	(394)	(37)	-	(627)	(627)	
Food and Beverage Sales	134,467	242,698	194,000	173,696	(20,304)	89.53%
Clubhouse and Banquet Rental	25,162	30,610	34,000	13,899	(20,101)	40.88%
Alcoholic Beverage Sales	204,177	286,436	203,000	194,584	(8,416)	95.85%
Season Passes	97,094	114,336	80,000	1,899	(78,101)	2.37%
Greens Fees	567,382	662,097	531,000	426,736	(104,264)	80.36%
Merchandise Sales	103,715	115,259	112,000	79,852	(32,148)	71.30%
Cart Rental	341,504	398,453	329,000	260,290	(68,710)	79.12%
Equipment Rental	1,258	2,877	3,000	1,984	(1,017)	66.12%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	32,000	22,831	(9,169)	71.35%
Miscellaneous Revenue	58,305	84,767	83,000	58,663	(24,337)	70.68%
Interest	2,245	1,366	1,000	-	(1,000)	0.00%
Other Reimbursement	-	-	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,808,499	\$ 2,224,379	\$ 1,800,000	\$ 1,357,863	\$ (442,137)	75.44%
Total - Major Operating Funds	\$ 131,367,670	\$ 133,572,517	\$ 120,335,663	\$ 65,889,836	\$ (54,445,827)	54.76%

⁽¹⁾ December is 50% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
December 31, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 2,000	\$ 16,545	\$ 14,545	827%	\$ 1,772,643	\$ 994,203	\$ (778,440)	56%
Police Operations	1112	250,393	172,861	(77,532)	69%	7,363,552	3,495,654	(3,867,898)	47%
Police Support Services	1114	43,000	22,332	(20,668)	52%	2,576,960	1,338,439	(1,238,521)	52%
Crossing Guards	1119	-	-	-	N/A	101,681	31,748	(69,933)	31%
Emergency Preparedness	1140	-	-	-	N/A	62,641	21,033	(41,608)	34%
Fire Support	1141	419,200	229,466	(189,734)	55%	1,247,472	691,392	(556,080)	55%
Fire Suppression	1142	1,000	3,010	2,010	301%	3,417,680	1,772,438	(1,645,242)	52%
Emergency Medical Services	1144	2,783,937	1,258,144	(1,525,793)	45%	5,766,669	2,946,825	(2,819,844)	51%
Code Enforcement	1460	2,417,200	1,505,913	(911,287)	62%	2,046,847	987,858	(1,058,989)	48%
Animal Control	2224	7,000	1,400	(5,600)	20%	22,000	15,270	(6,730)	69%
Subtotal		\$ 5,923,730	\$ 3,209,671	\$ (2,714,059)	54%	\$ 24,378,145	\$ 12,294,860	\$ (12,083,285)	50%
Culture & Recreation:									
Library	2331	\$ 231,404	\$ 177,516	\$ (53,888)	77%	\$ 2,648,283	\$ 1,323,701	\$ (1,324,582)	50%
Park Administration	2440	60,000	14,220	(45,780)	24%	334,963	180,802	(154,161)	54%
Park Maintenance	2441	-	162	162	N/A	1,781,914	941,198	(840,716)	53%
Recreation Programs	2442	498,000	253,998	(244,002)	51%	886,897	496,329	(390,568)	56%
Community Centers	2443	145,000	107,987	(37,013)	74%	502,732	254,811	(247,921)	51%
Aquatic Centers	2444	1,189,000	511,314	(677,687)	43%	1,555,605	978,829	(576,776)	63%
Prairie Ridge Sports Complex	2445	354,920	111,988	(242,932)	32%	1,122,732	582,747	(539,985)	52%
Hawkeye Concessions	2446	62,500	34,103	(28,398)	55%	82,866	37,141	(45,725)	45%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,540,824	\$ 1,211,285	\$ (1,329,539)	48%	\$ 8,916,592	\$ 4,795,558	\$ (4,121,034)	54%
Public Works:									
Airport Authority	3548	\$ 669,371	\$ 346,450	\$ (322,921)	52%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Subtotal		\$ 669,371	\$ 346,450	\$ (322,921)	52%	\$ 669,455	\$ 334,728	\$ (334,727)	50%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 53,288	\$ (4,712)	92%	\$ 1,021,654	\$ 513,227	\$ (508,427)	50%
Housing Authority	3648	-	-	-	N/A	33,454	-	(33,454)	0%
Economic Development	4886	-	-	-	N/A	375,642	174,869	(200,773)	47%
Community Development	4887	36,000	19,145	(16,855)	53%	1,242,140	566,306	(675,835)	46%
Subtotal		\$ 94,000	\$ 72,433	\$ (21,567)	77%	\$ 2,672,890	\$ 1,254,402	\$ (1,418,488)	47%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 497,909	\$ 238,364	\$ (259,545)	48%
Mayor and City Council	4881	-	-	-	N/A	557,071	151,814	(405,257)	27%
Human Resources	4882	-	-	-	N/A	491,425	238,734	(252,691)	49%
City Manager	4883	-	315	315	N/A	1,157,618	495,586	(662,032)	43%
City Clerk	4884	110,400	54,389	(56,011)	49%	508,533	225,340	(283,193)	44%
Finance	4885	31,252,355	17,616,917	(13,635,438)	56%	570,659	281,180	(289,479)	49%
Information Technology	4889	365,944	178,286	(187,658)	49%	1,463,777	686,217	(777,560)	47%
City Hall Building	4891	-	-	-	N/A	88,837	36,549	(52,288)	41%
Subtotal		\$ 31,728,699	\$ 17,849,907	\$ (13,878,792)	56%	\$ 5,335,829	\$ 2,353,785	\$ (2,982,044)	44%
Total General Fund		\$ 40,956,624	\$ 22,689,746	\$ (18,266,878)	55%	\$ 41,972,911	\$ 21,033,333	\$ (20,939,578)	50%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 500	\$ 2,000	\$ 1,500	400%	\$ 935,461	\$ 819,082	\$ (116,379)	88%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 704,000	\$ 326,890	\$ (377,110)	46%
Roadway Administration	3261	8,602,706	4,796,301	(3,806,405)	56%	1,874,802	958,923	(915,879)	51%
Roadway Maintenance	3262	-	-	-	N/A	2,537,425	1,374,301	(1,163,124)	54%
Snow and Ice Control	3263	-	-	-	N/A	1,025,628	176,205	(849,423)	17%
Traffic Safety	3265	-	-	-	N/A	1,353,006	658,460	(694,546)	49%
Total Road Use Tax Fund		\$ 8,602,706	\$ 4,796,301	\$ (3,806,405)	56%	\$ 7,494,861	\$ 3,494,780	\$ (4,000,081)	47%

Revenue						Expenditures					
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>		
Tax Increment Financing											
Community and Economic Development	4280	\$ 10,226,657	\$ 5,205,727	\$ (5,020,930)	51%	\$ 2,627,046	\$ 114,007	\$ (2,513,039)	4%		
Police and Fire Retirement											
Public Safety:	4290	\$ 2,536,511	\$ 1,318,660	\$ (1,217,851)	52%	\$ 2,628,996	\$ 1,327,094	\$ (1,301,902)	50%		
Debt Service											
Debt Service:	4300	\$ 15,014,022	\$ 7,776,033	\$ (7,237,989)	52%	\$ 24,277,332	\$ 2,443,830	\$ (21,833,502)	10%		
Solid Waste											
Enterprise:	3500	\$ 1,352,100	\$ 664,425	\$ (687,675)	49%	\$ 1,333,512	\$ 732,741	\$ (600,771)	55%		
Water											
Enterprise:											
Utility Deposits	3505	\$ 250,000	\$ 115,038	\$ (134,962)	46%	\$ 172,000	\$ 100,725	\$ (71,275)	59%		
Water Administration	3510	19,262,238	11,361,777	(7,900,461)	59%	10,905,431	5,041,210	(5,864,221)	46%		
Water Maintenance	3512	-	-	-	N/A	2,432,952	1,247,232	(1,185,720)	51%		
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A		
Water Sinking	3530	-	-	-	N/A	1,642,926	252,030	(1,390,896)	15%		
Total Water Fund		\$ 19,512,238	\$ 11,476,815	\$ (8,035,423)	59%	\$ 15,153,309	\$ 6,641,198	\$ (8,512,111)	44%		
Sewer											
Enterprise:											
Wastewater Administration	3550	\$ 16,865,436	\$ 8,837,453	\$ (8,027,983)	52%	\$ 12,614,160	\$ 4,521,053	\$ (8,093,107)	36%		
Wastewater Operations	3552	-	-	-	N/A	1,328,830	557,038	(771,792)	42%		
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A		
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A		
Total Sewer Fund		\$ 16,865,436	\$ 8,837,453	\$ (8,027,983)	52%	\$ 13,942,990	\$ 5,078,090	\$ (8,864,900)	36%		
Storm Water											
Enterprise:											
Storm Water Administration	3580	\$ 3,468,869	\$ 1,764,814	\$ (1,704,055)	51%	\$ 873,126	\$ 462,158	\$ (410,968)	53%		
Street Cleaning	3584	-	-	-	N/A	211,751	83,202	(128,549)	39%		
Total Storm Water Fund		\$ 3,468,869	\$ 1,764,814	\$ (1,704,055)	51%	\$ 1,084,877	\$ 545,360	\$ (539,517)	50%		
Golf Course											
Enterprise:											
Golf Course Maintenance	2591	\$ 1,000	\$ -	\$ (1,000)	0%	\$ 740,161	\$ 376,188	\$ (363,973)	51%		
Golf Course Pro Shop	2592	1,268,000	900,594	(367,406)	71%	662,813	371,649	(291,164)	56%		
Golf Course Banquet Services	2595	531,000	457,269	(73,731)	86%	700,252	395,213	(305,039)	56%		
Total Golf Course Fund		\$ 1,800,000	\$ 1,357,863	\$ (442,137)	75%	\$ 2,103,226	\$ 1,143,050	\$ (960,176)	54%		
Total		\$ 120,335,663	\$ 65,889,836	\$ (54,445,827)	55%	\$ 113,554,521	\$ 43,372,566	\$ (70,181,955)	38%		

**City of Ankeny
Investment Schedule
December 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance December 31, 2022
Capital Projects													
291727	IPAIT	CD	CD	0.200%	9/24/2021	9/24/2022	365	\$ 4,000,000.00	\$ -	\$ -	\$ 8,000.00	\$ 4,000,000.00	\$ -
22362	South Story Bank & Tr	CD	CD	0.350%	11/8/2021	11/8/2022	365	2,000,000.00	-	-	7,138.09	2,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	1.581%	5/16/2022	12/31/2022	229	10,000,000.00	79,834.25	34,231.20	26,415.75	-	10,034,231.20
900008222	Northwest Bank	CD	CD	0.300%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.807%	8/17/2022	2/28/2023	195	5,000,000.00	2,887.23	(71,537.36)	237.77	-	4,928,462.64
313-91634	RBC Wealth Managem	T-Bill	T-Bill	4.024%	11/14/2022	4/6/2023	143	2,000,000.00	-	(31,042.26)	-	-	1,968,957.74
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/22/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
Subtotal								\$ 35,000,000.00	\$ 82,721.48	\$ (68,348.42)	\$ 41,791.61	\$ 6,000,000.00	\$ 28,931,651.58
Equipment Reserve													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
291878	IPAIT	CD	CD	0.140%	10/14/2021	7/11/2022	270	\$ 3,000,000.00	\$ -	\$ -	\$ 3,106.85	\$ 3,000,000.00	\$ -
313-91634	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	0.321%	12/13/2021	9/6/2022	267	2,992,880.01	-	-	7,387.30	2,992,880.01	-
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	0.723%	2/8/2022	10/6/2022	240	4,976,000.00	-	-	24,000.00	4,976,000.00	-
260001405	Community State	CD	CD	0.220%	4/14/2022	10/13/2022	182	3,000,000.00	-	-	3,290.96	3,000,000.00	-
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	1.584%	4/20/2022	10/17/2022	180	2,976,750.00	-	-	23,250.47	2,976,750.00	-
1279250-1	IPAIT	CD	CD	1.050%	5/6/2022	11/2/2022	180	4,000,000.00	-	-	20,740.40	4,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.695%	2/7/2022	11/30/2022	296	5,000,000.00	-	53,345.22	(3,345.22)	5,000,000.00	-
313-91634	RBC Wealth Managem	T-Note	T-Note	0.927%	2/11/2022	12/31/2022	323	3,000,000.00	435.08	(21,399.37)	1,439.92	-	2,978,600.63
22378	South Story Bank & Tr	CD	CD	0.300%	2/4/2022	2/4/2023	365	2,000,000.00	-	-	-	-	2,000,000.00
3000595287	Lincoln Savings Bank	CD	CD	0.570%	2/7/2022	2/7/2023	365	3,000,000.00	-	-	-	-	3,000,000.00
39246-101	IPAIT	T-Note	T-Note	1.787%	5/6/2022	2/28/2023	298	10,135,000.00	2,306.54	(137,376.76)	4,027.84	-	9,997,623.24
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	4.255%	10/6/2022	3/27/2023	172	4,900,383.34	-	-	-	-	4,900,383.34
313-91634	RBC Wealth Managem	T-Note	T-Note	2.530%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	17,623.15	-	4,962,371.90
145636	First National Bank	CD	CD	4.150%	10/13/2022	4/13/2023	182	3,000,000.00	-	-	-	-	3,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	2.493%	6/14/2022	4/15/2023	305	5,000,000.00	2,049.18	(93,037.18)	4,200.82	-	4,906,962.82
313-91634	RBC Wealth Managem	MUFG Bank	Commercial Paper	4.842%	10/18/2022	5/30/2023	224	2,912,266.67	-	-	-	-	2,912,266.67
313-91634	Robert W. Baird & Co.	Toyota Motor	Commercial Paper	4.039%	9/8/2022	6/5/2023	270	2,911,800.00	-	-	-	-	2,911,800.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.486%	12/1/2022	6/30/2023	211	5,000,000.00	2,615.49	(124,513.59)	-	-	4,878,101.90
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
	Lincoln Savings Bank	MM	Money market	2.950%	N/A	N/A	MM	14,895,909.71	-	-	123,034.30	-	14,895,909.71
39246-101	IPAIT	MM	Money market	3.802%	N/A	N/A	MM	22,176,018.06	-	-	169,683.68	-	22,176,018.06
	Farmers State Bank	MM	Money market	4.080%	N/A	N/A	MM	24,411,865.00	-	-	328,910.85	-	24,411,865.00
Subtotal								\$ 144,288,872.79	\$ 27,283.34	\$ (360,609.78)	\$ 727,351.32	\$ 25,945,630.01	\$ 117,931,903.27
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
291599	IPAIT	CD	CD	0.200%	9/23/2021	9/23/2022	365	\$ 1,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ -
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	500,000.00	-	-	-	-	500,000.00
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	1,000,000.00	-	-	-	-	1,000,000.00
Subtotal								\$ 3,000,000.00	\$ -	\$ -	\$ 2,000.00	\$ 1,000,000.00	\$ 2,000,000.00

**City of Ankeny
Investment Schedule
December 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance December 31, 2022
Water Fund													
260001432	Community State	CD	CD	1.200%	6/7/2022	6/7/2023	365	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 185,788,872.79	\$ 110,004.82	\$ (428,958.20)	\$ 771,142.93	\$ 32,945,630.01	\$ 152,363,554.85
<u>Totals by Institution</u>													
Bank of the West								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bankers Trust								5,000,000.00	-	-	-	-	5,000,000.00
BNP Paribas								-	-	-	-	-	-
Community State								7,500,000.00	-	-	3,290.96	3,000,000.00	4,500,000.00
Farmers State Bank								24,411,865.00	-	-	328,910.85	-	24,411,865.00
First Interstate Bank								-	-	-	-	-	-
First National Bank								3,000,000.00	-	-	-	-	3,000,000.00
Great Southern Bank								-	-	-	-	-	-
IPAIT								49,311,018.06	2,306.54	(137,376.76)	207,558.77	12,000,000.00	37,173,641.30
Lincoln Savings Bank								22,895,909.71	-	-	123,034.30	-	22,895,909.71
Northwest Bank								3,000,000.00	-	-	-	-	3,000,000.00
RBC Wealth Management								55,765,400.01	107,698.28	(291,581.44)	93,822.66	12,952,750.00	42,470,338.84
Robert W. Baird & Co.								5,904,680.01	-	-	7,387.30	2,992,880.01	2,911,800.00
Two Rivers Bank								-	-	-	-	-	-
South Story Bank & Trust								4,000,000.00	-	-	7,138.09	2,000,000.00	2,000,000.00
US Bank								5,000,000.00	-	-	-	-	5,000,000.00
Wells Fargo								-	-	-	-	-	-
Total								\$ 185,788,872.79	\$ 110,004.82	\$ (428,958.20)	\$ 771,142.93	\$ 32,945,630.01	\$ 152,363,554.85
<u>Totals by Type</u>													
CD								\$ 52,500,000.00	\$ -	\$ -	\$ 44,276.30	\$ 17,000,000.00	\$ 35,500,000.00
Commercial paper								21,670,080.02	-	-	54,637.77	10,945,630.01	10,724,450.01
Money market								61,483,792.77	-	-	621,628.83	-	61,483,792.77
T-Bill								2,000,000.00	-	(31,042.26)	-	-	1,968,957.74
T-Note								48,135,000.00	110,004.82	(397,915.94)	50,600.03	5,000,000.00	42,686,354.33
								\$ 185,788,872.79	\$ 110,004.82	\$ (428,958.20)	\$ 771,142.93	\$ 32,945,630.01	\$ 152,363,554.85



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for December 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 December 2022 Building Permit Report

City of Ankeny
Building Permit Report
Month of December 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	December-22		December-21		1/1/2022-12/31/2022		1/1/2021-12/31/2021		7/1/2022-12/31/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	9	\$3,135,684	59	\$17,211,048	453	\$143,831,898	650	\$190,175,728	181	\$62,387,015
New Single Family Attached/Duplex	69	\$16,990,785	6	\$1,405,914	312	\$73,058,666	258	\$59,929,151	187	\$43,664,341
New Multi - Family	0	\$0	28	\$4,702,072	53	\$67,047,325	45	\$16,179,010	48	\$30,617,483
Total New Residential Permits	78	\$20,126,469	93	\$23,319,034	818	\$283,937,889	953	\$266,283,889	416	\$136,668,839
Additions/Alterations/Other (1)	35	\$655,781	47	\$721,358	870	\$11,541,475	873	\$8,101,763	411	\$5,706,046
Total New Dwelling Units	78		93		1133		1172		542	
NON-RESIDENTIAL										
New Commercial	2	\$2,538,072	3	\$2,524,438	34	\$172,457,117	28	\$116,246,592	13	\$78,038,084
COM Additions/Alterations/Other	6	\$513,699	8	\$1,532,428	99	\$18,216,771	128	\$95,895,805	45	\$7,748,948
New Church	0	\$0	0	\$0	1	\$13,679,075	0	\$0	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	3	\$359,880	7	\$4,839,000	2	\$354,800
New School	0	\$0	0	\$0	1	\$27,196,293	0	\$0	0	\$0
SCH Additions/Alterations/Other	0	\$0	0	\$0	3	\$40,550	1	\$5,176,000	0	\$0
Total Non Residential Permits	8	\$3,051,771	11	\$4,056,866	141	\$231,949,686	164	\$222,157,397	60	\$86,141,832
MISC PERMITS (2)	24	\$45,372	49	\$54,423	968	\$1,276,873	1146	\$1,219,120	433	\$476,694
TOTALS	145	\$23,879,393	200	\$28,151,681	2797	\$528,705,923	3136	\$497,762,169	1320	\$228,993,411

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

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

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

* includes footing & foundation permits

The City Of Ankeny
Building Permit Report (Monthly)
Issued from December 2022

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	12/5/2022	\$213,944	22-7554-NEW	2606 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/5/2022	\$286,175	22-7569-NEW	4209 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/12/2022	\$308,920	22-7606-NEW	4414 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/13/2022	\$415,923	22-7363-NEW	3410 NW 28th St	Fidelis Homes and Development	Fidelis Homes and Development
Single Family Detached	New Building	12/19/2022	\$439,098	22-7557-NEW	511 SW Magazine Rd	Giovanti Homes LLC	Giovanti Homes LLC
Single Family Detached	New Building	12/20/2022	\$368,486	22-7890-NEW	1513 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/20/2022	\$299,469	22-7891-NEW	1509 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/20/2022	\$302,261	22-7892-NEW	1419 NE Crossing Oaks Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	12/28/2022	\$501,409	22-7689-NEW	1469 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Attached	New Building	12/5/2022	\$241,829	22-7322-NEW	4204 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7503-NEW	4208 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7504-NEW	4212 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7505-NEW	4216 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7506-NEW	4220 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7507-NEW	4224 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7469-NEW	4302 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7533-NEW	4306 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7534-NEW	4310 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7535-NEW	4314 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7536-NEW	4318 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/5/2022	\$241,829	22-7537-NEW	4322 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,070	22-7662-NEW	4201 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,070	22-7663-NEW	4205 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,070	22-7664-NEW	4209 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,070	22-7304-NEW	4213 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$261,467	22-7303-NEW	4202 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$261,467	22-7647-NEW	4206 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$261,467	22-7648-NEW	4210 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$261,467	22-7649-NEW	4214 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$261,467	22-7650-NEW	4218 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,734	22-7302-NEW	4222 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,734	22-7665-NEW	4226 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,734	22-7666-NEW	4230 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,734	22-7667-NEW	4234 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,734	22-7668-NEW	4238 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$262,734	22-7669-NEW	4242 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7604-NEW	4227 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7603-NEW	4231 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7602-NEW	4235 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7601-NEW	4239 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7600-NEW	4243 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7324-NEW	4247 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC

Single Family Attached	New Building	12/6/2022	\$241,829	22-7323-NEW	4228 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7693-NEW	4232 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7694-NEW	4236 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7695-NEW	4240 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7696-NEW	4244 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7571-NEW	4203 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7572-NEW	4207 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7573-NEW	4211 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7574-NEW	4215 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7318-NEW	4223 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7575-NEW	4219 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7697-NEW	4248 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7435-NEW	4321 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7700-NEW	4317 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7701-NEW	4313 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7702-NEW	4309 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7703-NEW	4305 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/6/2022	\$241,829	22-7704-NEW	4301 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7730-NEW	4325 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7729-NEW	4329 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7728-NEW	4333 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7727-NEW	4337 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7726-NEW	4341 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7466-NEW	4345 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7684-NEW	4346 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7683-NEW	4342 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7682-NEW	4338 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7681-NEW	4334 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7680-NEW	4330 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7474-NEW	4326 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7470-NEW	4404 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7714-NEW	4408 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7715-NEW	4412 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7716-NEW	4416 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7717-NEW	4420 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	12/7/2022	\$241,829	22-7718-NEW	4424 NE 17th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Solar	12/1/2022	\$29,600	22-7642-SOL	3002 NW Maple Ct	One Source Solar	One Source Solar
Single Family Detached	Solar	12/1/2022	\$35,400	22-7643-SOL	2124 SW Cascade Falls Dr	One Source Solar	One Source Solar
Single Family Detached	Solar	12/1/2022	\$26,200	22-7644-SOL	1007 SW 37th Ct	One Source Solar	One Source Solar
Single Family Detached	Building Alteration	12/2/2022	\$7,424	22-7631-ALT	3008 SW White Birch Dr	Jerome Keller	Jerome Keller
Single Family Detached	Building Alteration	12/2/2022	\$20,000	22-7656-ALT	2717 NE Seneca Dr	Kimberley Construction	Kimberley Construction
Single Family Detached	Building Addition	12/2/2022	\$28,967	22-7658-ADD	6009 NE Briarwood Dr	Kimberley Construction	Kimberley Construction
Single Family Detached	Building Alteration	12/5/2022	\$1,044	22-7685-ALT	563 SW 40th St	Kimberly Brix	Wireone
Single Family Detached	Building Alteration	12/5/2022	\$15,660	22-7691-ALT	2312 NW Reinhart Dr	Mark Meyer	Mark Meyer
Single Family Detached	Solar	12/6/2022	\$54,982	22-7158-SOL	915 NW 32nd St	Dexton Lybbert	Solar Skyline
Single Family Detached	Building Addition	12/7/2022	\$18,708	22-7765-ADD	516 SW 32nd Ct	Homeworx	Homeworx
Single Family Detached	Building Alteration	12/7/2022	\$19,743	22-7767-ALT	4116 NW 13th St	Chris Pickard	Sage Homes Inc

Single Family Detached	Porch	12/7/2022	\$6,436	22-7771-PRCH	2002 NE Cortina Dr	T & E Construction Inc	T & E Construction Inc
Single Family Detached	Building Alteration	12/8/2022	\$18,630	22-7735-ALT	1216 NW 29th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/8/2022	\$20,787	22-7737-ALT	1311 NW 29th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/8/2022	\$25,288	22-7740-ALT	3011 NW Beechwood Ct	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/8/2022	\$19,070	22-7741-ALT	1404 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/8/2022	\$19,070	22-7742-ALT	2803 NW Beechwood St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/8/2022	\$24,383	22-7743-ALT	3129 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/8/2022	\$20,787	22-7744-ALT	3313 NW Reinhart Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/13/2022	\$11,500	22-7657-ALT	3401 NE Briarwood Dr	P & P Electric Inc	P & P Electric Inc
Single Family Attached	Building Alteration	12/14/2022	\$12,412	22-7482-ALT	3822 NE 8th St	Austin Schulte	Austin Schulte
Single Family Attached	Building Alteration	12/15/2022	\$15,985	22-7465-ALT	1323 NW 29th St	Benjamin Percival	Benjamin Percival
Single Family Detached	Building Alteration	12/16/2022	\$30,160	22-7926-ALT	4612 NW 8th St	Grant & Sarah Kirksey	Grant & Sarah Kirksey
Single Family Detached	Building Alteration	12/19/2022	\$23,896	22-7855-ALT	1212 NW 27th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	12/19/2022	\$5,000	22-7881-ALT	1921 NW 31st St	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	Pergola	12/20/2022	\$1,000	22-6757-PERG	3119 NE 17th St	Russell Katz	Russell Katz
Single Family Detached	Solar	12/20/2022	\$44,273	22-7511-SOL	1630 NW Reinhart Dr	Dexton Lybbert	Skyline Solar
Single Family Detached	Solar	12/21/2022	\$23,466	22-7379-SOL	3110 SW Applewood St	One Source Solar	1 Source Solar
Single Family Detached	Solar	12/21/2022	\$7,684	22-7380-SOL	614 NE Bristol Dr	One Source Solar	1 Source Solar
Single Family Detached	Building Alteration	12/21/2022	\$18,560	22-7903-ALT	3114 NW 28th St	Remodeling Contractors	Remodeling Contractors
Single Family Attached	Solar	12/28/2022	\$31,654	22-7985-SOL	3805 SW Westview Dr	Purelight Power	Purelight Power
Single Family Detached	Swimming Pool	12/6/2022		22-7679-POOL	3111 NE 17th St	Backyard Paradise LLC	Backyard Paradise LLC
Single Family Detached	Deck	12/1/2022	\$10,728	22-7625-DECK	3306 SW Greenwood St	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	12/9/2022	\$6,132	22-7840-DECK	4729 NW 10th St	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	12/20/2022	\$1,152	22-7988-DECK	2927 NW 31st St	Dunwoody Construction	Dunwoody Construction
Interstate Sign	Ftg/Foundation	12/2/2022	\$10,072	22-7617-NEW	2425 NE 126th Ave	Eagle Sign Company	Eagle Sign Company
Retail	New Building	12/2/2022	\$2,528,000	22-1100-NEW	902 SE Oralabor Rd	Koester Construction	Koester Construction
Office	Building Alteration	12/14/2022	\$699	22-7880-ALT	808 SW Cherry St Ste 104	DLR Construction	DLR Construction
Office	Building Alteration	12/14/2022	\$275,000	22-7421-ALT	617 SW 3rd St Unit 108	Imprint Design-Build	Imprint Design-Build
Other	Antenna/Tower	12/7/2022	\$125,000	22-6416-ANT	3970 N Ankeny Blvd	GSS Inc	GSS Inc
Retail	Building Alteration	12/7/2022	\$12,000	22-7708-ALT	1315 SW Oralabor Rd Ste 103	Blend and Bright	Blend and Bright
Retail	Building Alteration	12/12/2022	\$100,000	22-7559-ALT	106 SW State St Ste 105	CMC Solutions	CMC Solutions LLC
Retail	Building Alteration	12/16/2022	\$1,000	22-7189-ALT	510 SW 3rd St	The Cole Company	The Cole Company
Single Family Detached	Fence/Wall	12/1/2022		22-7652-FNCE	3153 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Fence/Wall	12/2/2022		22-7659-FNCE	5906 NE Grant Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	12/8/2022		22-7774-FNCE	616 NE Deerfield Dr	John B Carlson	John B Carlson
Single Family Detached	Fence/Wall	12/9/2022		22-7848-FNCE	2316 SW Abilene Rd	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	12/13/2022		22-7830-FNCE	225 NW Abbie Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	12/13/2022		22-7843-FNCE	3207 NW Harmon Ct	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	12/16/2022		22-7939-FNCE	2846 SW Reunion Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	12/19/2022		22-7967-FNCE	1709 SW Oak St	Chad Claude	A&E Fencing
Child Care Center	Fence/Wall	12/20/2022	\$6,348	22-7935-FNCE	205 NW 18th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	12/27/2022		22-8016-FNCE	2017 SE Justice Ct	American Fence Company	American Fence Co

Restaurant	Sign	12/2/2022	\$2,600	22-7169-SIGNP	1350 NW 18th St Unit 104	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	12/2/2022	\$2,600	22-7300-SIGNP	1350 NW 18th St Unit 104	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	12/16/2022	\$4,600	22-7883-SIGNP	3606 NE Otterview Cir Unit 101	Sign Pro	Sign Pro
Office	Sign	12/16/2022	\$500	22-7885-SIGNP	3606 NE Otterview Cir Unit 101	Sign Pro	Sign Pro
Retail	Sign	12/19/2022	\$4,800	22-7478-SIGNP	1510 N Ankeny Blvd Ste 103	Pro Image Sign & Lighting	Pro Image Sign & Lighting
Restaurant	Sign	12/19/2022	\$2,500	22-7928-SIGNP	1615 SW Main St Ste 106	Al Laudencia	Reis Sign Service
Restaurant	Sign	12/19/2022	\$2,500	22-7929-SIGNP	1615 SW Main St Ste 106	Al Laudencia	Reis Sign Service
Retail	Sign	12/22/2022	\$8,000	22-7653-SIGNP	1510 S Ankeny Blvd Ste 101	Iowa Sign Company	Iowa Sign Company
Retail	Sign	12/22/2022	\$350	22-7958-SIGNP	1510 S Ankeny Blvd Ste 101	Iowa Sign Company	Iowa Sign Company
Other	Sign	12/30/2022	\$5,578	22-8014-SIGNP	350 NW 18th St	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Other	Sign	12/30/2022	\$4,996	22-8015-SIGNP	350 NW 18th St	Nagle/Eagle Sign Co	Nagle/Eagle Sign Co
Restaurant	Temporary Sign	12/16/2022		22-7920-SIGNT	1020 E 1st St	7 Brew Iowa, LLC	7 Brew Iowa, LLC
Retail	Temporary Sign	12/19/2022		22-7852-SIGNT	1510 N Ankeny Blvd Ste 103	Pro Image Sign & Lighting	Pro Image Sign & Lighting
Retail	Temporary Sign	12/29/2022		22-8076-SIGNT	1300 NW 36th St Ste 103	Kirk D Jordison	Kirk D Jordison



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Billing Report for December 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	27,941	282,629,564	\$ 1,643,529	\$ 5.82	\$ 293,110	26,210	\$ 137,153	\$ 14,597	\$ 891,513	\$ 525,616	25,704	\$ 279,611	\$ 3,647,976
August	28,146	324,852,366	\$ 1,940,308	\$ 5.97	\$ 294,156	26,286	\$ 155,166	\$ 14,636	\$ 921,948	\$ 527,071	25,775	\$ 280,368	\$ 3,978,488
September	28,231	267,915,821	\$ 1,727,369	\$ 6.45	\$ 295,410	26,395	\$ 142,572	\$ 14,690	\$ 906,964	\$ 529,080	25,878	\$ 281,083	\$ 3,754,596
October	28,287	197,020,536	\$ 1,254,721	\$ 6.37	\$ 296,150	26,481	\$ 114,336	\$ 14,744	\$ 850,795	\$ 530,863	25,972	\$ 282,240	\$ 3,229,513
November	28,193	146,619,139	\$ 891,751	\$ 6.08	\$ 295,120	26,496	\$ 94,470	\$ 14,773	\$ 836,322	\$ 531,823	26,023	\$ 283,043	\$ 2,852,831
December	28,183	128,100,591	\$ 794,335	\$ 6.20	\$ 294,550	26,514	\$ 87,101	\$ 14,801	\$ 797,343	\$ 532,677	26,071	\$ 284,866	\$ 2,718,571
January													\$ -
February													\$ -
March													\$ -
April													\$ -
May													\$ -
June													\$ -
FY Total	168,981	1,347,138,017	\$ 8,252,013	\$ 36.89	\$ 1,768,496	158,382	\$ 730,798	\$ 88,242	\$ 5,204,885	\$ 3,177,130	155,423	\$ 1,691,209	\$ 20,181,975
FY 23 Average	28,164	224,523,003	1,375,336	\$ 6.15	294,749	26,397	121,800	14,707	867,481	529,522	25,904	281,868	1,681,831
FY 22 Average	27,012	173,720,262	\$ 1,039,721	\$ 5.96	\$ 279,636	25,615	\$ 100,602	\$ 14,280	\$ 839,667	\$ 531,081	25,155	\$ 270,547	\$ 2,974,932
FY 21 Average	25,514	175,191,103	\$ 1,004,651	\$ 5.65	\$ 261,517	24,564	\$ 97,325	\$ 13,675	\$ 893,718	\$ 543,516	24,102	\$ 255,531	\$ 2,972,609
FY 20 Average	24,069	148,457,846	\$ 790,912	\$ 5.23	\$ 248,219	23,477	\$ 81,443	\$ 13,067	\$ 790,209	\$ 519,384	23,018	\$ 198,220	\$ 2,560,012
FY 19 Average	23,157	141,721,265	\$ 703,451	\$ 4.89	\$ 239,513	22,642	\$ 76,042	\$ 12,604	\$ 765,640	\$ 500,957	22,194	\$ 191,607	\$ 2,413,772
FY 18 Average	22,199	148,299,683	\$ 717,639	\$ 4.75	\$ 229,309	21,696	\$ 74,396	\$ 12,079	\$ 732,055	\$ 479,581	21,257	\$ 168,141	\$ 2,338,804
FY 17 Average	21,118	130,754,905	\$ 573,655	\$ 4.34	\$ 203,156	20,629	\$ 63,715	\$ 11,495	\$ 715,618	\$ 454,144	20,208	\$ 160,807	\$ 2,118,875
FY 16 Average	20,144	122,786,371	\$ 498,547	\$ 4.03	\$ 181,657	19,695	\$ 57,931	\$ 10,977	\$ 700,667	\$ 432,333	19,276	\$ 154,242	\$ 1,978,423
FY 15 Average	19,002	114,382,217	\$ 448,375	\$ 3.89	\$ 165,892	18,592	\$ 52,152	\$ 9,481	\$ 621,465	\$ 381,931	18,171	\$ 146,989	\$ 1,774,134
FY 14 Average	18,188	130,473,575	\$ 524,615	\$ 3.93	\$ 157,676	17,824	\$ 54,495	\$ 9,082	\$ 575,219	\$ 347,744	17,409	\$ 141,544	\$ 1,755,881
FY 13 Average	17,461	127,259,667	\$ 498,872	\$ 3.84	\$ 147,519	17,146	\$ 49,939	\$ 8,749	\$ 516,957	\$ 308,223	16,745	\$ 96,329	\$ 1,576,649
FY 12 Average	16,898	119,790,894	\$ 443,102	\$ 3.64	\$ 135,767	16,620	\$ 44,904	\$ 8,477	\$ 459,863	\$ 271,187	16,213	\$ 93,307	\$ 1,411,702
FY 11 Average	16,415	105,824,267	\$ 343,916	\$ 3.24	\$ 118,519	16,175	\$ 36,560	\$ 7,621	\$ 427,041	\$ 247,677	15,724	\$ 90,746	\$ 1,235,520
FY 10 Average	15,932	109,564,150	\$ 325,559	\$ 2.94	\$ 104,065	15,673	\$ 32,792	\$ 7,243	\$ 375,098	\$ 210,202	15,216	\$ 88,351	\$ 1,110,519
FY 09 Average	15,325	109,776,358	\$ 316,943	\$ 2.84	\$ 96,801	15,261	\$ 30,993	\$ 7,060	\$ 350,002	\$ 195,507	14,806	\$ -	\$ 966,313
FY 08 Average	14,934	112,497,657	\$ 326,578	\$ 2.86	\$ 90,607	14,742	\$ 28,423	\$ 12,328	\$ 309,562	\$ 163,141	14,274	\$ -	\$ 930,639
FY 07 Average	14,345	111,387,042	\$ 310,964	\$ 2.74	\$ 83,528	14,099	\$ 26,133	\$ 10,755	\$ 257,067	\$ 137,350	13,634	\$ -	\$ 825,795
FY 06 Average	13,420	108,202,296	\$ 291,748	\$ 2.66	\$ 73,332	13,109	\$ 23,924	\$ 9,694	\$ 233,797	\$ 109,441	12,668	\$ -	\$ 741,937
FY 05 Average	12,259	99,314,970	\$ 220,166	\$ 2.24	\$ 63,148	14,096	\$ 18,767	\$ 7,304	\$ 209,495	\$ 80,757	13,687	\$ -	\$ 599,637
FY 04 Average	11,160	106,031,112	\$ 223,285	\$ 2.10	\$ 57,886	13,782	\$ 17,891	\$ 4,312	\$ 189,435	\$ 70,582	13,393	\$ -	\$ 563,392
FY 03 Average	10,241	90,622,843	\$ 190,558	\$ 2.09	\$ 54,239	12,914	\$ 15,965	\$ 2,836	\$ 179,169	\$ 66,118	12,546	\$ -	\$ 508,886
FY 02 Average	9,538	86,506,417	\$ 179,109	\$ 2.06	\$ 51,377	12,233	\$ 15,237	\$ 2,865	\$ 175,727	\$ 62,666	11,891	\$ -	\$ 486,982
FY 01 Average	8,968	75,203,817	\$ 161,137	\$ 2.13	\$ 49,015	11,670	\$ 14,113	\$ 2,386	\$ 169,540	\$ 59,883	11,363	\$ -	\$ 456,075
FY 00 Average	8,943	76,589,060	\$ 161,036	\$ 2.10	\$ 46,920	11,171	\$ 11,686	\$ 2,411	\$ 163,674	\$ 57,273	10,868	\$ -	\$ 442,999
FY 99 Average	8,402	66,329,874	\$ 137,536	\$ 2.07	\$ 44,676	10,637	\$ 10,510	\$ 2,168	\$ 156,069	\$ 55,530	10,537	\$ -	\$ 406,489
FY 98 Average	8,014	63,130,217	\$ 135,586	\$ 2.15	\$ 42,754	10,180	\$ 10,520	\$ 2,445	\$ 153,575	\$ 52,226	9,910	\$ -	\$ 396,835
FY 97 Average	7,631	62,277,745	\$ 130,853	\$ 2.10	\$ 41,003	9,763	\$ 9,892	\$ 2,373	\$ 146,976	\$ 50,743	9,629	\$ -	\$ 381,841



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4 increasing the contract amount by \$40,597.58 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

EXECUTIVE SUMMARY:

This change order added temporary pavement and temporary pavement markings to connect newly constructed NE 36th Street to the existing NE Four Mile Drive. This was placed to open the intersection for the winter of 2022/23 and will be removed in the Spring of 2023 when construction of the NE Four Mile intersection can resume. This change order also includes the addition of a Pan-Tilt-Zoom camera bracket for the new signal at the intersection of NE 36th Street and Interstate 35 southbound ramps.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #4

CHANGE ORDER FORM



Project Title: NE 36th Street Reconstruction- I-35 to NE Four Mile Drive
Contractor: Absolute Concrete Construction Inc.
Address: 1000 West 6th Avenue Slater, IA 50244
Finance Budget Code: 896.3896.4451 **Finance Project #** 896.4451
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 14, 2022 **Vendor #** 4997

Change Order Number: 4

Change Order Date: December 5, 2022 **JANUARY 17, 2023**

Purpose of Change Order:

The purpose of this change order is to add an item for Temporary Pavement to connect newly constructed NE 36th Street to the existing Four Mile Drive. The temporary pavement will be in place over the winter of 2022/23 and removed when construction of the Four Mile intersection can resume.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Temporary Pavement	SY	502.60	\$ 70.00	\$ 35,182.00
2	PTZ Camera Bracket	LS	1.00	\$ 1,854.60	\$ 1,854.60
3	Painted Pavement Markings, Temp	STA	49.70	\$ 46.75	\$ 2,323.48
4	Painted Symbols and Legends, Temp	EA	9.00	\$ 137.50	\$ 1,237.50
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -

Change Order Number: 4 makes the following adjustments to the contract: **\$ 40,597.58**

Contractor Accepted: Absolute Concrete Construction Inc.

Signature: [Signature] Date: 12/21/2022
 Firm Name

Engineer Approved: HR Green Inc.

Signature: Anthony Babcock Date: 12/21/2022
 Firm Name

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 5,069,501.00
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	December 5, 2022	\$ 40,597.58
5	JANUARY 17, 2023	
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Revised Contract Amount **\$ 5,436,237.03**



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #5 increasing the contract amount by \$8,250.00 to Reilly Construction Co., Inc., for additional tree removal that damaged improvements from 2021 on the West First St Widening & 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
 Change Order #5

CHANGE ORDER FORM



Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Co., Inc.
Address: 110 E Main St, PO Box 99, Ossian, Iowa 52161
Finance Budget Code: 970.3970.4451 **Finance Project #** 970.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 15, 2020 **Vendor #** 6038

Change Order Number: 5

Change Order Date: January 17, 2023

Purpose of Change Order:

8017-At 101 SW School St there was a large tree, with two trunks, that was affecting construction during the 2021 and 2022 phases of the project. It lifted up and broke the installed sidewalk and curb from the 2021 season. It was also discovered that the tree was in the way of the new traffic signal pole and mast-arm. Added a lump sum item for "special tree removal"

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8017	Special Tree Removal	LS	1.00	\$ 8,250.00	\$ 8,250.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 5 makes the following adjustments to the Contract: **\$ 8,250.00**

Contractor Accepted: Reilly Construction Co., Inc.
 Signature: [Signature] Date: 1-09-2023

Engineer Approved: Foth Infrastructure & Environment, LLC.
 Signature: [Signature] Date: 1-9-2023
 Signature: [Signature] Date: 01/09/23

Owner Accepted: City of Ankeny
 Signature: [Signature] Title: Mayor
 Date: 01/17/23

Attest for Owner:
 Signature: [Signature] Title: City Clerk
 Date: 01/17/23

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 5,156,005.75
1	June 2, 2021	\$ 17,318.00
2	September 20, 2021	\$ 9,129.00
3	April 18, 2022	\$ 11,578.00
4	September 22, 2022	\$ 19,301.00
5	January 17, 2023	\$ 8,250.00
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Revised Contract Amount **\$ 5,221,581.75**



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$621,800.00 with Snyder & Associates, Inc. for construction engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. completed the design of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project which was bid through the Iowa DOT on December 20, 2022, and awarded by the City on January 3, 2023. The Public Works Department proposes to continue using Snyder & Associates, Inc. for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement, approved August 16, 2021, and Amendment No. 1, approved April 18, 2022, are also attached for reference.

The fee for the additional construction engineering services is \$621,800.00. The original Professional Services Agreement for the survey and conceptual design engineering services was \$250,000.00. Amendment No. 1 to the Professional Services Agreement for the preliminary and final design engineering services was \$605,490.00. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to \$1,477,290.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$621,800.00 for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: No

The construction engineering services are included in the City's current Capital Improvement Program for 2023 and 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$621,800.00 with Snyder & Associates, Inc. for construction engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 16, 2021: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for survey and conceptual design engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

April 18, 2022: City Council approved Amendment No. 1 to the Professional Services Agreement with Snyder & Associates, Inc. for preliminary and final design engineering services on the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

AMENDMENT NO. 2
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NE DELAWARE AVENUE RECONSTRUCTION -
NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

I. SCOPE OF WORK

Add the following paragraphs:

C. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

- a. The PROFESSIONAL shall arrange and conduct a preconstruction conference with the CLIENT, Contractor, and franchise utility companies to review the PROJECT requirements, details of construction, submittal requirements, and work schedule prior to construction.
- b. The PROFESSIONAL shall review shop drawings and other submissions from the Contractor for general compliance with the Contract Documents.
- c. The PROFESSIONAL shall coordinate staging and traffic control changes with the impacted property owners during construction. The PROFESSIONAL shall prepare and distribute communication documents, perform phone calls to inform property owners of traffic control changes, and meet with property owners, if needed, to discuss project items.
- d. The PROFESSIONAL shall prepare partial payment applications and change orders and make recommendations to the CLIENT for their acceptance. The PROFESSIONAL shall include regular progress reports with the monthly payment applications.
- e. The PROFESSIONAL shall notify the CLIENT of any observed work, which does not conform to the Contract Documents, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the Contractor.
- f. The PROFESSIONAL shall conduct weekly construction meetings and prepare meeting minutes for the CLIENT.
- g. The PROFESSIONAL shall prepare and submit to the CLIENT reimbursement requests to the Iowa DOT for funding when requested by the CLIENT. It is anticipated four reimbursement requests will be required; two for the 2023 construction season and two for the 2024 construction season.

- h. The PROFESSIONAL shall review the PROJECT to determine if it has been completed in substantial conformance with the Contract Documents and recommend acceptance to the CLIENT.
- i. The PROFESSIONAL shall complete the Iowa DOT Final Project Audit process with the Iowa DOT Project Officer. The PROFESSIONAL shall utilize Doc Express; an Iowa DOT electronic file sharing software. The PROFESSIONAL shall utilize APPIA, an Iowa DOT electronic field documentation software for quantity tracking and payment applications.
- j. If the Contractor exceeds the estimated working and/or calendar days in completing construction of the PROJECT, or if change orders or PROJECT additions require additional working days, the PROFESSIONAL will be compensated for administration, observation, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit C).
- k. When directed to do so by the CLIENT, the PROFESSIONAL shall prepare updated plan sheets for changes approved by the CLIENT.

2. TRAFFIC SIGNAL AND FIBER OPTIC CONSTRUCTION ADMINISTRATION

- a. The PROFESSIONAL shall attend the preconstruction conference with the CLIENT, Contractor, and utility companies to discuss PROJECT requirements, construction details, potential conflicts, and work schedule.
- b. The PROFESSIONAL shall review traffic signal and fiber optic shop drawings and submittals for compliance with the PROJECT'S Contract Documents.
- c. The PROFESSIONAL shall respond to CLIENT or Contractor questions regarding the traffic signal and fiber optic installations and prepare change orders, as needed.
- d. The PROFESSIONAL shall perform not more than ten (10) field visits during construction to observe traffic signal and fiber optic construction and assist in resolving any construction issues.
- e. The PROFESSIONAL shall attend initial turn-on of the traffic signal installations and assist with timing adjustments, as needed. The PROFESSIONAL shall prepare a punchlist from this meeting and distribute it to the CLIENT and Contractor.
- f. The PROFESSIONAL shall conduct an on-site review of the completed traffic signal and fiber optic installations prior to final acceptance of the PROJECT.

- g. The PROFESSIONAL shall prepare Record Drawings showing known changes to the traffic signal and fiber optic installations during construction.

3. REINFORCED CONCRETE BOX CULVERT CONSTRUCTION ADMINISTRATION AND OBSERVATION

The PROFESSIONAL shall provide construction administration and observation services during construction of the proposed reinforced box culvert, including the following items:

- a. Review shop drawings and Contractor submittals for compliance with the Contract Documents. Submittals include temporary shoring, fencing, precast culvert sections, and precast culvert steel reinforcement layout.
- b. The PROFESSIONAL shall provide a Structural Engineer to verify compliance of the reinforced concrete box culvert with the Contract Documents. Site visit reports will be prepared for each concrete pour. Twenty-one (21) concrete pours are anticipated.

4. CONSTRUCTION STAKING

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The Contract 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, fencing removals, and clearing and grubbing.
- c. Storm sewer pipe, box culvert, structures, and structure adjustments (Iowa DOT station location offsets with flow line and rim/form grade/inlet elevations).
- d. Sanitary sewer structure adjustments (Iowa DOT station location offsets with rim elevations).
- e. Hydrant locations, water main pipe, water main critical crossings, and structure adjustments (centerline pipe, top of pipe elevations, and hydrant structure offsets).

- f. Traffic signal poles, hand holes, fiber lines, and cabinets, including fiber optic handholes and cabinets (center locations with offsets and elevations).
- g. Roadway and turn lane pavement pave-throughs and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
- h. Driveway pavement (paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
- i. Sidewalk/trail pavement (paving hubs staked on 50' intervals, offsets to a single edge with elevations).
- j. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, single edge and corner offsets with elevations).
- k. Temporary roadway, sidewalk and driveways (single edge offsets on 50' intervals with elevations).
- l. Electrical (center light pole bases with offset and elevation).
- m. Retaining walls (wall face alignment and elevations with offsets).
- n. Bioretention cells (subdrain, structures, alignment offsets with elevations).
- o. Fencing (centerline on 100' intervals and points of deflection)
- p. Traffic permanent signing (center locations).
- q. RCB culvert alignment, flowline elevations, and rip rap limits.
- r. Right-of-way and construction easement limits at 100' intervals and points of deflection.

5. CONSTRUCTION OBSERVATION

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

- a. The PROFESSIONAL shall attend the preconstruction conference and subsequent field meetings during construction as necessary.
- b. The PROFESSIONAL shall verify materials provided by the Contractor are in accordance with the Contract Documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or

observed on the site. The PROFESSIONAL shall verify that inappropriate or damaged materials are not incorporated into PROJECT by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL shall notify the CLIENT of inappropriate or damaged materials found at the site.

- c. If the PROFESSIONAL observes, or has reason to believe, the Contractor's construction methods or materials used do not meet the specifications, then the PROFESSIONAL shall immediately notify the CLIENT to determine the appropriate corrective measure(s) to be taken. This may include the CLIENT directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
- d. The PROFESSIONAL shall prepare a weekly report of working days using the Iowa DOT's template and provide to the CLIENT for review and approval prior to issuing to the Contractor.
- e. The PROFESSIONAL shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.
- f. The PROFESSIONAL shall provide daily observation of traffic control operations, methods, layouts, devices, and direct the Contractor to correct any deficiencies.
- g. The PROFESSIONAL shall spot check grading, subgrade preparation, and modified subbase placement, and review with the Contractor any deficiencies in the subgrade and/or subbase prior to paving. The PROFESSIONAL shall observe all moisture and density tests and proofrolls.
- h. The PROFESSIONAL shall provide periodic observation for the storm sewer installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing including video inspection review.
- i. The PROFESSIONAL shall provide periodic observation for water main installation. The PROFESSIONAL shall spot check line and grade. The PROFESSIONAL shall observe all trench compaction testing. The PROFESSIONAL shall observe and document all required testing.
- j. The PROFESSIONAL shall provide periodic observation for subdrain installation. The PROFESSIONAL shall spot check line and grade. Due to Iowa DOT Specifications governing the construction, televising of the subdrain by the Contractor is not required; therefore, the PROFESSIONAL will not complete video inspection review.

- k. The PROFESSIONAL shall be on-site full time during paving operations. This includes roadways, driveways, sidewalks, box culverts, retaining walls, and footings. Air and slump tests will be required to be completed by an independent testing laboratory provided by the Contractor. Compressive strength cylinder tests will be required to be completed by an independent testing laboratory provided by the PROFESSIONAL. All testing shall be overseen by the PROFESSIONAL.
- l. The PROFESSIONAL shall provide a structural engineer to verify compliance of the combined concrete sidewalk and retaining wall construction.
- m. If directed to do so by the CLIENT, the PROFESSIONAL shall mark locations for and observe the cutting of all thickness cores, to be cut by others. Non-destructive testing may be used instead of cutting cores and will be discussed with the Contractor and Iowa DOT.
- n. The PROFESSIONAL shall periodically observe sawing and sealing of joints.
- o. The PROFESSIONAL shall periodically observe all surface restoration and attend weekly erosion control meetings.
- p. The PROFESSIONAL shall assist CLIENT staff in developing a final punch list and verify completion of items for acceptance.

6. CONSTRUCTION OBSERVATION (SATURDAY)

The PROFESSIONAL shall provide construction observation on all Saturdays of which the Contractor chooses to work. Per the Iowa DOT specifications, Saturdays will not be charged working days. It is unknown how many (if any) Saturday's the Contractor will work. Therefore, this task is separated out from the Construction Observation task for tracking purposes. All Construction Observation items under Section 5 shall be required.

7. 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 during the active construction phase for the CLIENT'S facilities, including but not limited to: water main fittings (bends,

tees, crosses, reducers), storm sewer flow lines, sanitary sewer flow lines, and signal and fiber optic conduits.

- b. Storm, sanitary, and water main above ground structure location data.
- c. Streetlight, traffic signal poles, pedestal and pushbutton poles, controller cabinet, handhole location data, street signs/posts, and street trees.
- d. Fiber optic handhole and conduit location data.
- e. Combined concrete sidewalk and retaining walls if field construction differs from the Contract Documents.
- f. Record Drawing deliverables per the CLIENT's submittal requirements.
- g. Pedestrian ramp as-built forms using the CLIENT's template.

8. MONUMENT PRESERVATION

- a. The PROFESSIONAL shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include but not be limited to identifying the existing monuments within the PROJECT corridor and shall replace any monument disturbed or removed at its preserved position. The results of this survey will be provided to the CLIENT and recorded with the County Recorder's Office.
- b. Twelve (12) different drawings are anticipated for this PROJECT due to the numerous pins and subdivision plats abutting the Right-of-Way.

9. CONCRETE TESTING EXPENSES

Through an independent testing laboratory, the PROFESSIONAL shall perform the compressive strength cylinder tests. The PROFESSIONAL shall perform compressive strength cylinder testing for all concrete pours. This includes roadways, driveways, sidewalks, retaining walls, footings, etc.

E. STORM WATER DISCHARGE COMPLIANCE / HOLD HARMLESS

1. PROFESSIONAL's Responsibility

In the event the scope of work to be performed under the terms and conditions of this Agreement includes permitting and creation of an initial Storm Water Pollution Prevention Plan, then and in that event and notwithstanding any provision to the contrary, PROFESSIONAL shall not be responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation and submittal of the Notice of Intent for Storm Water

Discharge Permit No. 2 applicable to the site and creation of the initial Storm Water Pollution Prevention Plan for the site.

2. CLIENT’S Responsibility

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

3. Indemnification

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

Replace Article III as follows:

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

	Base	Amend 1	Amend 2	Total
1. Project Administration and Coordination	\$ 30,000	\$78,400	\$0	\$108,400
2. Topographic Survey and Base Drawings	\$ 41,800	\$4,200	\$0	\$46,000
3. Boundary Survey	\$ 9,900	\$0	\$0	\$9,900
4. Traffic Study	\$ 14,700	\$0	\$0	\$14,700
5. Preliminary Traffic Signal Design	\$ 8,600	\$0	\$0	\$8,600
6. TSIP Funding Application	\$ 7,800	\$0	\$0	\$7,800
7. Conceptual Design Phase	\$ 83,700	\$0	\$0	\$83,700
8. Conceptual Hydraulic Analysis	\$ 10,000	\$0	\$0	\$10,000
9. Preliminary Design and Plans	\$0	\$109,090	\$-40,000	\$69,090
10. Final Design and Plans	\$0	\$185,700	\$-40,000	\$145,700
11. Reinforced Concrete Box (RCB) Culvert Design	\$0	\$45,000	\$-10,000	\$35,000
12. Hydraulic Design and Permitting	\$0	\$14,000	\$0	\$14,000
13. Final Traffic Signal Design and Plans	\$0	\$27,200	\$0	\$27,200
14. Fiber Optic Design and Plans	\$0	\$11,600	\$0	\$11,600
15. Lighting Analysis and Design	\$0	\$4,300	\$0	\$4,300
16. Storm Water Quality Design	\$0	\$12,500	\$0	\$12,500
17. Utility Coordination	\$0	\$16,000	\$0	\$16,000
17. Project Information Meetings	\$0	\$14,700	\$0	\$14,700
18. Bid Period Assistance	\$0	\$4,100	\$0	\$4,100
SUB TOTAL	\$206,500	\$526,790	\$-90,000	\$643,290

B. CONSTRUCTION SERVICES

Construction services are anticipated to occur in the 2023 and 2024 construction seasons. Both construction seasons will require 120 working days per the Contract Documents for each year with the potential for the Contractor to work an additional 30 working days on Saturdays if they choose.

	Base	Amend 1	Amend 2	Total
1. Construction Administration	\$0	\$0	\$110,700	\$110,700
2. Traffic Signal and Fiber Optic Construction Administration	\$0	\$0	\$16,100	\$16,100
3. Reinforced Concrete Box Culvert Construction Admin. and Observation	\$0	\$0	\$20,000	\$20,000
4. Construction Staking	\$0	\$0	\$82,000	\$82,000
5. Construction Observation	\$0	\$0	\$380,100	\$380,100
6. Construction Observation (Saturday)	\$0	\$0	\$58,100	\$58,100
7. Record Drawings	\$0	\$0	\$14,000	\$14,000
8. Monument Preservation	\$0	\$0	\$10,800	\$10,800
9. Concrete Testing Expenses	\$0	\$0	\$20,000	\$20,000
SUB TOTAL	\$0	\$0	\$711,800	\$711,800

C. ADDITIONAL SERVICES

	Base	Amend 1	Amend 2	Total
1. Wetland and Stream Delineation	\$ 5,500	\$0	\$0	\$ 5,500
2. Wetland and Stream Permitting	\$ 1,200	\$0	\$0	\$ 1,200
3. Threatened and Endangered Species Habitat Survey	\$ 2,200	\$0	\$0	\$ 2,200
4. Phase IA Archaeological Assessment	\$ 4,500	\$0	\$0	\$ 4,500
5. Geotechnical Investigation	\$ 12,100	\$0	\$0	\$ 12,100
6. Title Reports: 8 @ \$450 EA	\$ 18,000	\$ (14,400)	\$0	\$ 3,600
7. Right-of-Way Services: 14 Properties @ \$3,500 EA 4 Properties @ \$2,000 EA	\$0	\$57,000	\$0	\$57,000
8. Acquisition and Easement Plats: 6 Fee Titles @ \$800 EA 3 Easements @ \$600 EA	\$0	\$6,600	\$0	\$6,600
9. Temporary Easement Exhibits: 18 @ \$500 EA	\$0	\$9,000	\$0	\$9,000
10. Project Data Book (Property Valuation)	\$0	\$2,500	\$0	\$2,500
11. Appraisal and Review Appraisal 2 @ \$3,500 EA	\$0	\$7,000	\$0	\$7,000
12. Utility Verification Test Holes	\$0	\$11,000	\$0	\$11,000
SUB TOTAL	\$ 43,500	\$78,700	\$0	\$122,200
TOTAL	\$250,000	\$605,490	\$621,800	\$1,477,290

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 17th day of January, 2023.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

_____ By _____

EXHIBIT "C"

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

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

**AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
NE DELAWARE AVENUE RECONSTRUCTION -
NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET**

I. SCOPE OF WORK

B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

1. Additional field survey is required for fiber optic improvements from E. 1st Street to NE 5th Street. Field survey will include the intersection of E. 1st Street and Delaware Avenue and between the back of curb and existing right-of-way along NE Delaware Avenue from E. 1st Street to NE 5th Street along one side of the roadway only.

9. PRELIMINARY DESIGN AND PLANS

The preliminary design shall be based on the approved conceptual design prepared by the PROFESSIONAL to determine the roadway geometry and the estimated right-of-way needs. The PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

- a. Title sheet and typical sections and details (A & B Sheets).
- b. Roadway plan and profile sheets with horizontal alignments, vertical profiles, and construction limits (D and E Sheets).
- c. Removal sheets (F-Sheets).
- d. Survey benchmark information and alignment data (G-Sheets).
- e. Existing and proposed Right-of-Way information (H-Sheets).
- f. Staging and traffic control plan. (J-Sheets).
- g. Storm Sewer plan and profile sheets (M-Sheets).
- h. Water Main plan and profile sheets (MWM-Sheets).

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

- i. Traffic signal and fiber optic plans (N-Sheets).
- j. Storm water pollution prevention plan (R-Sheets).
- k. Horizontal Geometry information for the proposed ADA sidewalk improvements (S-Sheets)
- l. Special detail sheets (U-Sheets).
- m. Reinforced Concrete Box Culvert situation sheets (V-Sheets).
- n. Mainline and side road cross-sections at 25-foot intervals (W & X Sheets).

The PROFESSIONAL shall submit a Drainage Report to the CLIENT to include the final drainage design and calculations based on 10 year and 100 year storm events.

The PROFESSIONAL shall submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL shall submit an opinion of probable construction costs to the CLIENT with 5% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry.

10. FINAL DESIGN AND PLANS

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

- a. Title sheet and typical sections and details (A & B Sheets).
- b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).
- c. Roadway plan and profile sheets with horizontal alignments, vertical profiles, and construction limits (D and E Sheets).
- d. Removal sheets (F-Sheets).
- e. Survey benchmark information and alignment data (G-Sheets).
- f. Existing and proposed Right-of-Way information (H-Sheets).
- g. Staging and traffic control plans, details, and notes (J-Sheets).

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

- h. Horizontal and vertical geometry and jointing information for the proposed roadway improvements (L-Sheets).
- i. Storm Sewer plan and profile sheets (M-Sheets).
- j. Water Main plan and profile sheets (MWM-Sheets).
- k. Traffic signal and fiber optic plans (N-Sheets).
- l. Lighting layout sheets (P-Sheets). The PROFESSIONAL will design and prepare a street lighting plan along the corridor. The CLIENT will submit the lighting layout to MidAmerican Energy, which will prepare and submit a proposal to the CLIENT for the street lighting installation.
- m. Pavement marking and signing sheets (PM-Sheets).
- n. Soils sheets (Q-Sheets).
- o. Storm water pollution prevention plan (RC, RR, and RU-Sheets).
- p. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).
- q. Earthwork tabulation sheets (T-Sheets).
- r. Special detail sheets (U-Sheets).
- s. Reinforced Concrete Box Culvert situation sheets (V-Sheets).
- t. Mainline and side road cross-sections at 25-foot intervals (W & X Sheets).

The PROFESSIONAL shall prepare and apply for any necessary permits required for the construction of the PROJECT, including Iowa DNR Water Supply and NPDES permits. The PROFESSIONAL's expenses related to the permitting and publishing fees are included under ADDITIONAL SERVICES.

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

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

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

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

11. REINFORCED CONCRETE BOX (RCB) CULVERT DESIGN

The PROFESSIONAL shall design and prepare preliminary and final plans for the new reinforced concrete box culvert under NE Delaware Avenue for Tributary "A". The box culvert shall be a triple 12' x 8' RCB with horizontal bends to align with the existing stream bed.

12. HYDRAULIC DESIGN AND PERMITTING

- a. Culvert and stream improvements:
 - i. The PROFESSIONAL shall update the hydraulic modeling to reflect the final design plans of the culvert replacement option selected by the CLIENT.
 - ii. The PROFESSIONAL shall finalize the hydrologic and hydraulic report in a manner suitable for submission to the Iowa DNR and USACE.
 - iii. The PROFESSIONAL shall develop a grading plan and appropriate channel stabilization features to tie the new culvert improvements into the previously completed channel stabilization improvements.
 - iv. The PROFESSIONAL shall develop an opinion of probable construction cost for the chosen culvert replacement option.
 - v. The PROFESSIONAL shall provide responses to questions that may arise during the permitting phase.
- b. Iowa DNR Floodplain Permitting
 - i. The PROFESSIONAL shall complete a Floodplain Development Permit application and submit to the Iowa DNR.
 - ii. Revisions to existing FEMA flood mapping are not included as part of this project scope.

13. FINAL TRAFFIC SIGNAL DESIGN AND PLANS

- a. The PROFESSIONAL shall utilize project base mapping and proposed intersection layouts to prepare traffic signal plans for a new traffic signal installation at the intersection of NE Delaware Avenue and NE 5th Street, and replacement of the existing span-wire traffic signal installation at the intersection of NE Delaware Avenue and NE 18th Street.

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

- b. The PROFESSIONAL shall prepare traffic signal check plans and provide to the CLIENT for review. Check plans are anticipated to include the following:
 - i. Signal Notes and Estimated Quantities Sheet
 - ii. Signal Layout Sheets
 - iii. Signal Wiring, Phasing, and Detection Sheets
 - iv. Signal Details Sheets
- c. The PROFESSIONAL shall prepare a cost opinion for proposed traffic signal improvements.
- d. The PROFESSIONAL shall coordinate with MidAmerican Energy the location of power source for each traffic signal, if necessary.
- e. The PROFESSIONAL shall prepare traffic signal special provisions to supplement Iowa DOT specifications, if necessary.
- f. The PROFESSIONAL shall complete final plans, based on CLIENT comments received.

14. FINAL FIBER OPTIC DESIGN AND PLANS

- a. The preliminary layout of the proposed fiber optic communications connection along NE Delaware Avenue between NE 5th Street and NE 18th Street is included in the base agreement.
- b. The PROFESSIONAL shall prepare check plans for fiber optic connection with new conduit and provide to the CLIENT for review. Check plans are anticipated to include the following:
 - i. Fiber optic / conduit alignment and handholes placement.
 - ii. Typical fiber optic / conduit installation details.
- c. The PROFESSIONAL shall prepare fiber optic special provisions to supplement Iowa DOT specifications, if necessary.
- d. The PROFESSIONAL shall complete final plans, based on CLIENT comments received.

15. LIGHTING ANALYSIS AND DESIGN

- a. The PROFESSIONAL shall determine proposed light pole locations along NE Delaware Avenue and NE 18th Street within the limits of the PROJECT.
- b. The PROFESSIONAL shall perform photometric analysis of the proposed lighting layout.

- c. The PROFESSIONAL shall prepare plan sheets showing the proposed lighting layout and provide to the CLIENT. Furnish plan sheets to MidAmerican Energy for pricing and installation, as directed by the CLIENT.

16. STORM WATER QUALITY DESIGN

The PROFESSIONAL shall provide plans and specifications for four (4) bioswales located between the back of curb and sidewalk at locations pre-determined by the CLIENT. The bioswales will be designed similar to other bioswales completed by the CLIENT on previous arterial street projects. The bioswales shall be designed to capture the 1.25" water quality requirement for their respective drainage areas.

17. UTILITY COORDINATION

The PROFESSIONAL shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility.

The PROFESSIONAL will work with the CLIENT to determine the desirable locations for each new and relocated utility. The PROFESSIONAL will work with each utility to organize and schedule necessary relocations.

18. PROJECT INFORMATION MEETINGS

Following completion of the Conceptual Design, Check Plan Design, and year 1 construction, the PROFESSIONAL and CLIENT will present the design to the property owners and tenants within the project limits at three (3) Project Information Meetings. The PROFESSIONAL shall be responsible for preparing an aerial display strip map for the meeting that will depict the project details, attending the meetings, and responding to property owner questions. The CLIENT will be responsible for notifying the owners and tenants along the PROJECT corridor.

19. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the Iowa DOT and shall follow Iowa DOT bid letting requirements. The PROFESSIONAL shall supply the necessary Contract Documents for this process.

- b. Advertising. The PROFESSIONAL shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.
- c. Bidding. The PROFESSIONAL shall tabulate the bids and make a recommendation to the CLIENT regarding award of the construction Contract to the lowest qualified bidder.

D. ADDITIONAL SERVICES

Add the following paragraphs:

6. TITLE REPORTS

The PROFESSIONAL shall retain and coordinate the services of an abstractor, who will be a subconsultant to the PROFESSIONAL, who will prepare Certificates of Title for each parcel adjacent to the PROJECT that requires a permanent easement or acquisition for the PROJECT. Eight (8) title reports are anticipated.

7. RIGHT-OF-WAY SERVICES

The PROFESSIONAL will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the PROJECT.

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

CLIENT and PROFESSIONAL acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, PROFESSIONAL WILL:

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

- a. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.
- b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CLIENT and/or the PROJECT requirements.
- c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.
- d. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review, and approval of the CLIENT's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims.
- e. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- f. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the PROFESSIONAL, negotiations have reached an impasse.
- g. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the PROFESSIONAL will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The PROFESSIONAL, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

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

CLIENT'S RESPONSIBILITIES

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

- a. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.
- b. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review, and approve any and all legal documents prepared by PROFESSIONAL.
- c. Make interim and final decisions utilizing information supplied by PROFESSIONAL.
- d. Process Council Roll Calls/Requisitions.
- e. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

8. ACQUISITION AND EASEMENT PLATS

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

- | | | |
|----|---------------------------|---|
| a. | Acquisition Plats: | 6 |
| b. | Permanent Easement Plats: | 3 |

9. TEMPORARY EASEMENT EXHIBITS

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

- a. Temporary Construction Easements: 18

10. PROJECT DATA BOOK (PROPERTY VALUATION)

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

11. APPRAISAL AND REVIEW APPRAISAL

The PROFESSIONAL will provide an appraisal by a licensed commercial appraiser to establish the opinion of valuation for fee title, permanent easement, and temporary construction easement for all parcels requiring an appraisal. Two (2) appraisals of acquisition value are anticipated to be provided.

12. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated twelve (12) utility test holes. Test holes shall be performed prior to check plan submittals.

II. WORK SCHEDULE

Amend the following section as follows:

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

Notice to Proceed	August 16, 2021
TSIP Application Submitted	August 15, 2021
Complete Topo and Boundary Survey	October 1, 2021
Complete Field Work for Environment Documentation	October, 2021
Submit Draft Traffic Study Memo	November 2021
Project Management Team Meeting #1	November 2021
Concept Statement Submittal (Iowa DOT)	November 16, 2021
Submit Concept Plan and Final Traffic Study Memo	December 2021
Submit Environment Reports	December 2021
Submit Geotechnical Report	December 2021
Submit Box Culvert Technical Memorandum	December 2021
Project Management Team Meeting #2	January 2022

General Schedule for Preliminary and Final Design Amendment Items:

Notice to Proceed	April 18, 2022
Project Information Meeting #1	March 2022
USACE Permitting	April 2022
Preliminary Design	April – May 2022
Preliminary Plan Submittal (City)	May 17, 2022
Project Management Team Meeting #3	May 2022
Right-of-Way Negotiations	May – August 2022
Check Plan Design	May – June 2022
Check Plan Submittal (City and Iowa DOT)	July 5, 2022
Project Management Team Meeting #4	July 2022
Final Plan Design	July – August 2022
Final Plan Submittal (City and Iowa DOT)	August 16, 2022
Project Information Meeting #2 (South Half – 2023)	October 2022
Bid Letting (Iowa DOT)	November 15, 2022
Construction Commences	April 2023
Project Information Meeting #3 (North Half – 2024)	October 2023

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

	Base	Amend 1	Total
1. Project Administration and Coordination	\$ 30,000	78,400	\$108,400
2. Topographic Survey and Base Drawings	\$ 41,800	\$4,200	\$46,000
3. Boundary Survey	\$ 9,900	\$0	\$9,900
4. Traffic Study	\$ 14,700	\$0	\$14,700
5. Preliminary Traffic Signal Design	\$ 8,600	\$0	\$8,600
6. TSIP Funding Application	\$ 7,800	\$0	\$7,800
7. Conceptual Design Phase	\$ 83,700	\$0	\$83,700
8. Conceptual Hydraulic Analysis	\$ 10,000	\$0	\$10,000
9. Preliminary Design and Plans	\$0	\$109,090	\$109,090
10. Final Design and Plans	\$0	\$185,700	\$185,700
11. Reinforced Concrete Box (RCB) Culvert Design	\$0	\$45,000	\$45,000
12. Hydraulic Design and Permitting	\$0	\$14,000	\$14,000
13. Final Traffic Signal Design and Plans	\$0	\$27,200	\$27,200
14. Fiber Optic Design and Plans	\$0	\$11,600	\$11,600
15. Lighting Analysis and Design	\$0	\$4,300	\$4,300
16. Storm Water Quality Design	\$0	\$12,500	\$12,500
17. Utility Coordination	\$0	\$16,000	\$16,000
17. Project Information Meetings	\$0	\$14,700	\$14,700
18. Bid Period Assistance	\$0	\$4,100	\$4,100
SUB TOTAL	\$206,500	\$526,790	\$733,290

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

C. ADDITIONAL SERVICES

	Base	Amend 1	Total
1. Wetland and Stream Delineation	\$ 5,500	\$0	\$ 5,500
2. Wetland and Stream Permitting	\$ 1,200	\$0	\$ 1,200
3. Threatened and Endangered Species Habitat Survey	\$ 2,200	\$0	\$ 2,200
4. Phase IA Archaeological Assessment	\$ 4,500	\$0	\$ 4,500
5. Geotechnical Investigation	\$ 12,100	\$0	\$ 12,100
6. Title Reports: 8 @ \$450 EA	\$ 18,000	\$ (14,400)	\$ 3,600
7. Right-of-Way Services: 14 Properties @ \$3,500 EA 4 Properties @ \$2,000 EA	\$0	\$57,000	\$57,000
8. Acquisition and Easement Plats: 6 Fee Titles @ \$800 EA 3 Easements @ \$600 EA	\$0	\$6,600	\$6,600
9. Temporary Easement Exhibits: 18 @ \$500 EA	\$0	\$9,000	\$9,000
10. Project Data Book (Property Valuation)	\$0	\$2,500	\$2,500
11. Appraisal and Review Appraisal 2 @ \$3,500 EA	\$0	\$7,000	\$7,000
12. Utility Verification Test Holes	\$0	\$11,000	\$11,000
SUB TOTAL	\$ 43,500	\$78,700	\$122,200
TOTAL	\$250,000	\$605,490	\$855,490 <i>ec</i>

Exhibit A – Scope of Services

NE Delaware Avenue – NE 5th Street to 700 feet North of NE 18th Street

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 18th day of April, 2022.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA


Michelle Yuska
City Clerk, City of Ankeny

By 
Mark E. Holm
Mayor, City of Ankeny

ATTEST:

SNYDER & ASSOCIATES, INC.



By 
Digitally signed by Mark A. Land,
P.E., CFM
Date: 2022.04.06 10:59:23 -05'00'

EXHIBIT "C"

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

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



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 16th day of August, 2021, **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: NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street.
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.
6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

- 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
- 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.
- 9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
- 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
- 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

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

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

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

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

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

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

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

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

- 13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
- 13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
- 13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- 13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.
14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.
16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.
 - 16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.
 - 16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

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

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

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

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

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

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

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

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

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

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

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

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

- 18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including demobilization associated overhead costs and all other expenses directly resulting from the termination.
19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).
21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

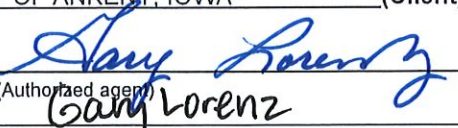
Exhibit D Location Map

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)

SNYDER & ASSOCIATES, INC. (Professional)

By: 
 (Authorized agent)
Gary Lorenz
 (Printed or typed signature)

By: 
 (Authorized agent)
Mark A. Land
 (Printed or typed signature)

Route executed copy to: JWH

EXHIBIT A – SCOPE OF SERVICES**NE DELAWARE AVENUE RECONSTRUCTION****NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET****I. SCOPE OF WORK****A. GENERAL**

The overall construction PROJECT is described below.

1. The construction PROJECT includes the reconstruction of NE Delaware Avenue from NE 5th Street to the two lane bridge over Fourmile Creek which is located approximately 700 feet north of NE 18th Street. NE Delaware Avenue will be reconstructed from a 2-lane rural roadway to a 4-lane urban boulevard roadway with a dedicated left turn lane. The roadway typical section details will be determined during the concept design.
2. Installing an 8' wide sidewalk along the west side of NE Delaware Avenue and a 5' wide sidewalk along the east side of NE Delaware Avenue. No 5' wide sidewalk will be installed along non-developed properties.
3. Installing permanent traffic signals at the intersections of NE 5th Street and NE Delaware Avenue and NE 18th Street and NE Delaware Avenue. The traffic signal improvements at both intersections will include Accessible Pedestrian Signals (APS) with additional pedestal poles. Fiber optic connection will be included along NE Delaware Avenue.
4. Installing storm sewer along the roadway and replacing the existing box culvert for the large tributary (Tributary "A") of Fourmile Creek that crosses NE Delaware Avenue South of NE 15th Street.
5. Sanitary sewer and water main installation is not anticipated on this project except for fixtures, manholes, and hydrant adjustments.
6. Street lighting will be designed with the PROJECT and installed by Mid-American Energy before the roadway is reopened to traffic.
7. Construction is anticipated to occur over two construction seasons with NE Delaware Avenue closed to traffic during the two construction seasons. All roadways will open during winter shutdown. Phase 1 construction from NE 5th Street to just south of the Tributary "A" box culvert is anticipated to occur in 2023.

Phase 2 construction from just south of the Tributary “A” box culvert to the Fourmile Creek bridge is anticipated to occur in 2024.

The PROFESSIONAL shall provide Professional Services as described below.

1. Complete topographic and boundary survey for the PROJECT along NE Delaware Avenue from just south of NE 5th Street to the north edge of the existing bridge over Fourmile Creek. The PROFESSIONAL shall coordinate with Iowa One Call to locate private utility facilities along the corridor.
2. Prepare an Iowa DOT Traffic Safety Improvement Program (TSIP) funding application for the proposed PROJECT.
3. Perform a Traffic Study to outline the intersection geometries and required turn lane lengths, and review with the CLIENT for approval.
4. Prepare an overall concept design with plan and profile sheets (D & E Sheets) and cross section sheets (W Sheets). The concept design will determine the approximate right-of-way needs for the project and provide general layouts of the roadway, sidewalk, storm sewer, box culvert, and traffic signals.
5. Perform an environmental review as required for a federal-aid Swap project.
6. Perform a conceptual hydraulic analysis of the existing and proposed box culvert for Fourmile Creek Tributary “A”.
7. Perform soil borings and prepare a geotechnical report documenting the existing soil conditions, and providing pavement, subbase, and subgrade treatment recommendations.
8. The preliminary design, final design, specifications, contract documents, right-of-way acquisitions, permits, and construction services for the PROJECT will be completed under a separate Amendment to this Agreement.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION
 - a. Monthly progress reports.
 - b. Monthly billing reports.

- c. Project coordination for engineering with the CLIENT, and utility companies, as needed.
- d. Project coordination for two (2) project management team meetings between the PROFESSIONAL and the CLIENT to review the traffic study, concept design, box culvert and hydraulic analysis design, environmental reviews, utility coordination, Right-of-Way needs, and project schedule.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

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

- a. Horizontal Datum will be provided using Iowa State Plane.
- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25 foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. A field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include everything within the NE Delaware Avenue right-of-way including approximately 25' beyond the right-of-way from just south of NE 5th Street to the north end of the bridge over Fourmile Creek. Additional survey will include approximately 100' upstream and downstream of Tributary "A" from the existing box culvert.

- h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.

Quality Level “C” involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

The PROFESSIONAL will contact the CLIENT if a known utility is not being located. Any pot holing of private utilities by a sub-consultant of the PROFESSIONAL to identify potential conflicts shall be compensated via a future Amendment to this Agreement.

- j. The PROFESSIONAL will measure elevations above ground level of overhead utility lines through the intersection where in potential conflict with new signal mast arms.
- k. Prior to performing topographic survey outside of the public right-of-way, the PROFESSIONAL shall provide a Notice of Intent letter to the City for review. The PROFESSIONAL shall submit the letter to the property owners with properties located along the corridor. This letter will provide information on the project and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads/lines and invisible fences along the edges of their property to be staked.

3. BOUNDARY SURVEY

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

4. TRAFFIC STUDY

The PROFESSIONAL will perform a traffic study to evaluate intersection lane configuration needs at the NE Delaware Avenue intersections with NE 5th Street, NE Fountain View Boulevard and NE 18th Street (study intersections). Services provided will include the following:

- a. Perform 24-hour turning movement traffic counts at the study intersections, using video methods.
- b. Prepare 2045 AM and PM peak hour turning movement traffic forecasts for the study intersections, based on traffic count data and anticipated growth rate.
- c. Perform traffic operations analyses of estimated 2045 AM and PM peak hour traffic. Perform turn lane warrant analysis for the study intersections, per City policy. Based on analysis results, determine recommended intersection lane configurations and turn lane lengths at the study intersections.
- d. Prepare a draft memorandum summarizing analyses and recommendations. Submit draft memorandum and analysis models to the CLIENT for review. Finalize memorandum upon receipt of CLIENT comments.

5. PRELIMINARY TRAFFIC SIGNAL DESIGN AND PLANS

The PROFESSIONAL will utilize project base mapping and proposed intersection layouts based on the traffic study recommendations to prepare preliminary traffic signal plans for new traffic signal installations at the NE Delaware Avenue intersections with NE 5th Street and NE 18th Street. Services provided will include the following:

- a. Prepare preliminary traffic signal layout sheets for each intersection and fiber optic communications conduit and handholes between E 1st Street and NE 18th Street.
 - b. Determine right-of-way needs associated with proposed traffic signal improvements.
 - c. Prepare preliminary cost opinion for proposed traffic signal improvements.
6. TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING APPLICATION

The PROFESSIONAL will prepare an Iowa DOT TSIP funding application for the proposed project. Services provided will include the following:

- a. Concept Design – Utilize concept design drawings for proposed street improvements. Prepare concept design drawings for proposed traffic signal improvements at the NE Delaware Avenue intersections with NE 5th Street and NE 18th Street.
- b. Construction Cost Opinion – Review and revise as needed previously prepared construction cost opinion for the PROJECT.
- c. TSIP Application – Prepare site specific TSIP application per Iowa DOT requirements, including the following:
 1. Completion of application forms.
 2. Official endorsement from the CLIENT (City Council Resolution).
 3. Project narrative including existing conditions, crash history, summary of recommended improvements, and expected safety benefits.
 4. Cost opinion (Item b. above) and breakdown of anticipated funding sources.
 5. Proposed project schedule.
 6. Graphics including location map, project site photos, aerial photo, existing traffic signal layout, and plan views of proposed corridor and traffic signal improvements (Item a. above).
 7. Summary of recent crash data (Iowa DOT ICAT).

8. Recent traffic count data.
9. Benefit/cost analysis and documentation of assumptions and calculations.
10. Electronic submittal of completed application to CLIENT for submittal to Iowa DOT.

7. CONCEPTUAL DESIGN PHASE

The PROFESSIONAL shall perform concept design and plan work necessary to determine the approximate Right-of-Way needs for the PROJECT. The concept design shall be determined by the end of the year 2021 to allow adequate time for Right-of-Way acquisitions during year 2022. The PROFESSIONAL will develop the following information for review with, and for consideration by the CLIENT.

- a. Prepare typical section sheets (B Sheets) to review and determine roadway widths on NE Delaware Avenue. Exhibit D provides a 71' wide roadway with raised medians, 67' wide roadway without raised medians, and 64' wide existing roadway at south end of the project.
- b. Evaluate and prepare roadway plan and profile sheets (D & E Sheets) for NE Delaware Avenue and all side roads within the PROJECT. When reconstructing a rural roadway section to urban roadway section, it is common practice to lower the roadway profile in order to eliminate the drainage ditches and allow the surface area within the roadway right-of-way and adjacent properties to drain onto the roadway and into the storm sewer system. The PROFESSIONAL will evaluate the roadway profile as it relates to rideability, drainage and storm sewer design, and right-of-way needs.
- c. Evaluate the hydraulics and determine size of the proposed box culvert for Tributary "A" under NE Delaware Avenue.
- d. Prepare Right-of-Way Sheets (H-Sheets) to display all the temporary and permanent Right-of-Way needs on the project.
- e. Evaluate intersection layout and design for NE Fountain View Blvd.
- f. Conceptual opinion of probable construction costs with 15% construction contingency.

8. CONCEPTUAL HYDRAULIC ANALYSIS

- a. Utilize previous models developed by the PROFESSIONAL of Fourmile Creek Tributary A related to the stream restoration projects and box culvert replacement under I-35.
- b. Update the model to reflect the current stream channel geometry and as-built elevations of the I-35 box culvert.
- c. Prepare natural models for the current conditions and without the NE Delaware Avenue box culvert.
- d. Develop three culvert replacement alternatives that comply with backwater and floodway construction requirements.
- e. Evaluate sediment mitigation options for multi-barrel box culvert alternatives (Iowa Highway Research Board (IHRB), TR-545, TR-619, and TR-719).
- f. Compare replacement alternatives to verify compliance with backwater and floodway construction criteria.
- g. Prepare a conceptual layout of stream improvements to tie into previous stream restoration projects and protect stream banks and channels from possible degradation associated with changes to culvert size and alignment.
- h. Document the findings in a technical memorandum with a culvert replacement recommendation.
- i. Regulatory submittals to the Iowa DNR and US Army Corps of Engineers (USACE) for the selected culvert replacement will be added by supplemental agreement for the preliminary and final design phase of the project.

C. CONSTRUCTION SERVICES

Construction services will be added by a separate Amendment to this Agreement.

D. ADDITIONAL SERVICES

1. WETLAND AND STREAM DELINATION

The PROFESSIONAL will provide Wetland and Stream Delineation for the PROJECT. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the project site. The PROFESSIONAL will review

United States Geological Survey (USGS) topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed during the growing season to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Regional Supplements. The PROFESSIONAL will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

The CLIENT will coordinate with the landowners prior to the site visit to ensure access to properties required for field investigation.

2. WETLAND AND STREAM PERMITTING

The PROFESSIONAL will submit a 404 joint permit application to the USACE on the CLIENT'S behalf. The PROFESSIONAL will act as the Authorized Agent throughout the permitting process. During this process, the PROFESSIONAL will respond to inquiries from USACE. This task assumes that a Nationwide Permit will be obtained from the USACE with no mitigation requirement.

3. THREATENED AND ENDANGERED SPECIES HABITAT SURVEY

The PROFESSIONAL will evaluate potential threatened and endangered (T&E) species habitat at the project site. The PROFESSIONAL will conduct a web search for all pertinent information regarding T&E species and their potential for existence in the project area. The PROFESSIONAL will complete a site visit to identify potential habitat within the project area. Potential areas will be documented and photographed. Approximate boundaries will be surveyed with GPS equipment. A report documenting the findings and all pertinent information identified during the research period will be provided to the client. The PROFESSIONAL will also provide a memo documenting the findings.

4. PHASE IA ARCHAEOLOGICAL ASSESSMENT

The purpose of the Phase IA archaeological assessment is to complete overview research to determine the likelihood that archaeological sites are present in the project area and make a recommendation as to whether additional, more intensive, archaeological survey is warranted. Much of the project area has been developed and is in disturbed right-of-way, though some temporary easements extend into yards of residential properties. This study may help to eliminate areas requiring intensive field survey. Note that only a brief field visit will be undertaken for the

archaeological resource assessment. The Phase IA archaeological research will involve:

- a. A general environmental overview of the project area.
- b. An overview of soils within the project area and their potential to contain archaeological deposits.
- c. A review of historic maps including general land usage maps, state atlases, county plat maps, aerial photographs, transportation maps, and other sources as relevant.
- d. A review of previously recorded archaeological sites and previous cultural resource investigations within the project area.
- e. An examination of the LANDMASS and burial mound models for this area. Following completion of the investigation, a report will be prepared for the archaeological study. The report will present findings, conclusions, recommendations, detailed maps, and photographs. An electronic copy of the final report will be submitted upon completion.

5. GEOTECHNICAL INVESTIGATION

Through a subconsultant, the PROFESSIONAL shall perform the soils and materials testing for soils investigation of the PROJECT. This includes up to thirteen (13) borings at approximately one (1) boring every 500 feet along NE Delaware Avenue, at one (1) traffic signal pole footing location per intersection, one (1) boring at the inlet, and one (1) boring at the outlet of the box culvert. A geotechnical report will be provided that will consist of soil data and proposed soil treatment and pavement recommendations.

II. WORK SCHEDULE

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

Notice to Proceed	August 16, 2021
TSIP Application Submitted	August 15, 2021
Complete Topo and Boundary Survey	October 1, 2021
Complete Field Work for Environment Documentation	October, 2021
Submit Draft Traffic Study Memo	November 2021
Project Management Team Meeting #1	November 2021
Concept Statement Submittal (Iowa DOT)	November 16, 2021
Submit Concept Plan and Final Traffic Study Memo	December 2021
Submit Environment Reports	December 2021
Submit Geotechnical Report	December 2021
Submit Box Culvert Technical Memorandum	December 2021
Project Management Team Meeting #2	January 2022

General Schedule for Preliminary and Final Design Amendment Items:

Notice to Proceed	February 2022
Preliminary Design	February – April 2022
USACE Permitting	March, 2022
Project Information Meeting #1	April 2022
Preliminary Plan Submittal (Iowa DOT)	May 17, 2022
Right-of-Way Negotiations	May – July 2022
Check Plan Design	May – June 2022
Check Plan Submittal (Iowa DOT)	July 5, 2022
Final Plan Design	July – August 2022
Final Plan Submittal (Iowa DOT)	August 16, 2022
Bid Letting (Iowa DOT)	November 15, 2022
Construction Commences	April 2023

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

1. Project Administration and Coordination	\$ 30,000
2. Topographic Survey and Base Drawings	\$ 41,800
3. Boundary Survey	\$ 9,900
4. Traffic Study	\$ 14,700
5. Preliminary Traffic Signal Design Phase	\$ 8,600
6. TSIP Funding Application	\$ 7,800
7. Conceptual Design Phase	\$ 83,700
8. Conceptual Hydraulic Analysis	\$ 10,000
9. Preliminary Design Phase	By Amendment
10. Final Design Phase	By Amendment
11. Final Signal and Fiber Optic Design	By Amendment
SUB TOTAL	<u>\$206,500</u>

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

C. ADDITIONAL SERVICES

1. Wetland and Stream Delineation	\$ 5,500
2. Wetland and Stream Permitting	\$ 1,200
3. Threatened and Endangered Species Habitat Survey	\$ 2,200
4. Phase IA Archaeological Assessment	\$ 4,500
5. Geotechnical Investigation	\$ 12,100
6. Title Reports 40 @ \$450 EA	\$ 18,000
7. Right-of-Way Acquisition Services	By Amendment
8. Acquisition and Easement Plats	By Amendment
9. Pot Holing	By Amendment
SUB TOTAL	<u>\$ 43,500</u>
 TOTAL	 \$250,000

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.

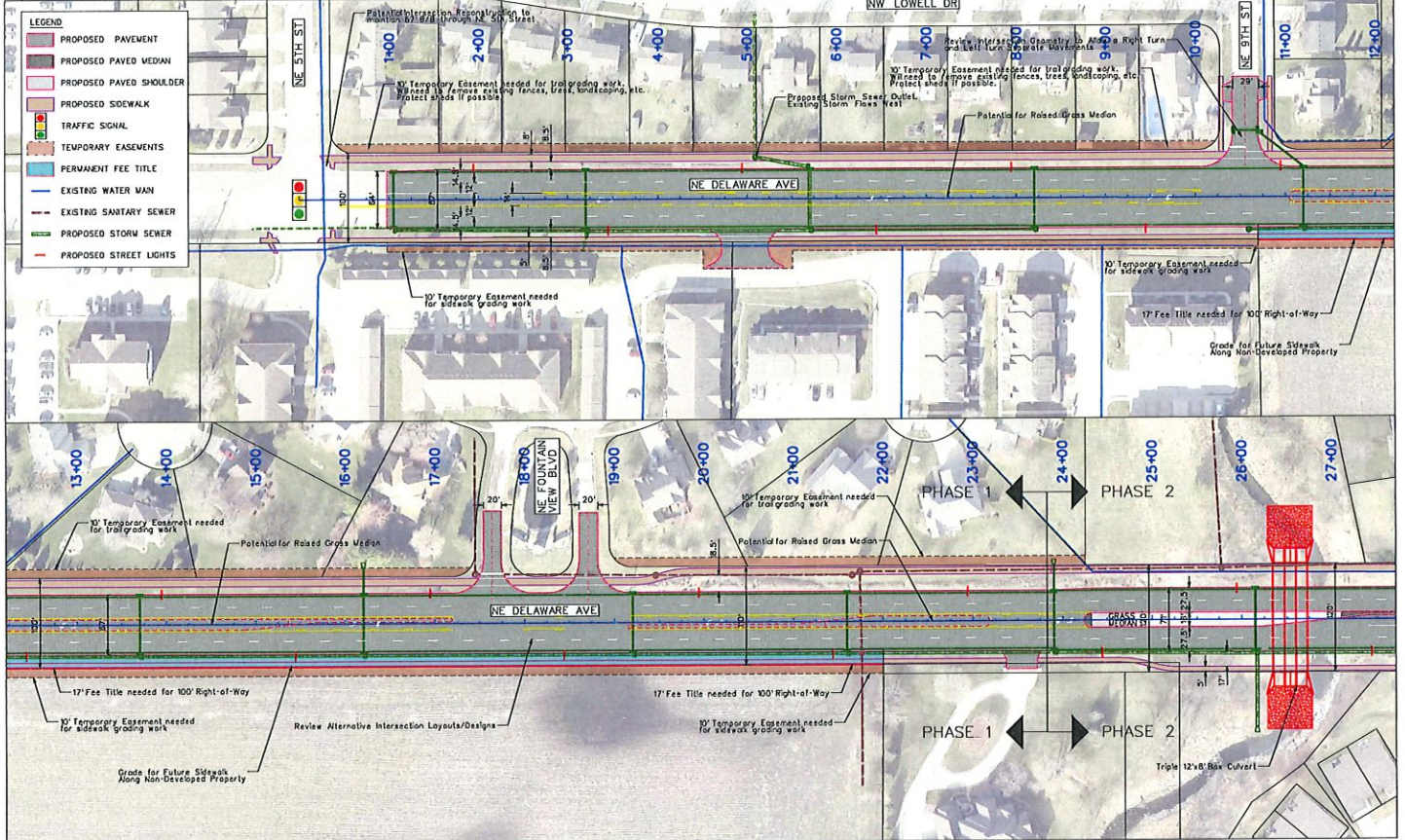
No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

EXHIBIT C

SNYDER & ASSOCIATES, INC. 2021-22 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	\$220.00	/hour
Principal I	\$209.00	/hour
Senior	\$190.00	/hour
VIII	\$174.00	/hour
VII	\$165.00	/hour
VI	\$157.00	/hour
V	\$146.00	/hour
IV	\$136.00	/hour
III	\$124.00	/hour
II	\$112.00	/hour
I	\$99.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$133.00	/hour
Senior	\$127.00	/hour
VIII	\$118.00	/hour
VII	\$109.00	/hour
VI	\$98.00	/hour
V	\$88.00	/hour
IV	\$80.00	/hour
III	\$72.00	/hour
II	\$66.00	/hour
I	\$58.00	/hour
Administrative		
II	\$68.00	/hour
I	\$56.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

8/6/2021
 P:\Agreements\Ankeny\NE Delaware Ave - 5th to 18th\Sheet 1 of 2

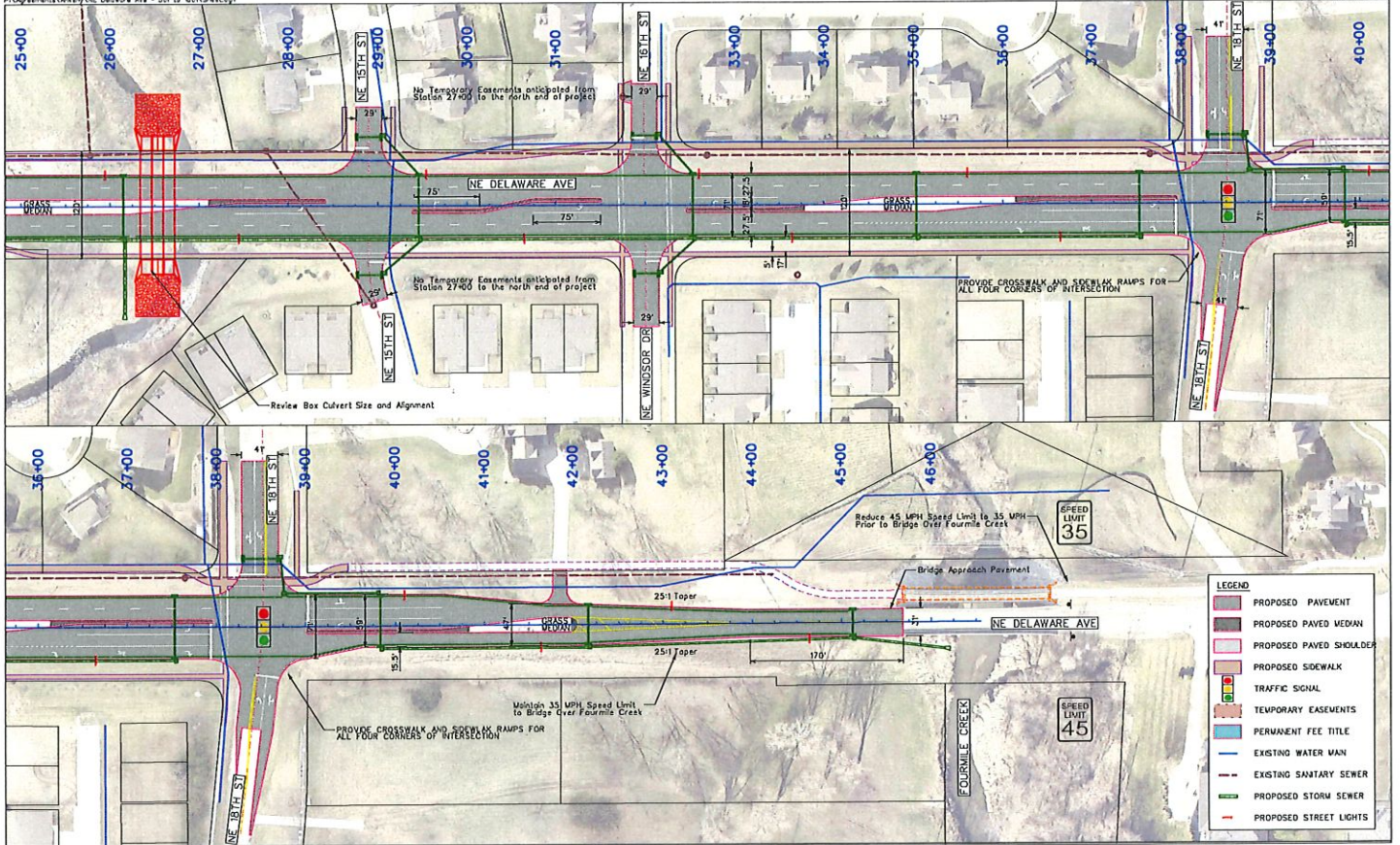


NE Delaware Ave Reconstruction - 5th to 18th

Ankeny, Iowa

Sheet 1 of 2

08/02/2021





ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of \$501,812.87 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street Reconstruction- I-35 to NE Four Mile Drive
Contractor: Absolute Concrete Construction Inc.
Address: 1000 West 6th Avenue Slater, IA 50244
Finance Budget Code: 896.3896.4451 **Finance Project #** 896.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 14, 2022 **Vendor #** 4997

Date of Council Meeting: January 3, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: October 27, 2022 Through: December 6, 2022

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	366,736.03	
Contract Amount to Date: (line 1 ± 2)	\$	5,436,237.03	
Total completed and stored to date:	\$	4,211,058.73	
Retainage: 5 % of Completed Work:	\$	210,552.94	
Total Earned less Retainage:	\$	4,000,505.79	
Less previous applications for payment:	\$	3,498,692.92	
SUBTOTAL	\$	501,812.87	
OTHER CHARGES (Attach an Itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	501,812.87	
Balance to finish, including retainage:	\$	1,435,731.24	

Contract Time Remaining (If applicable) 57.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction Inc.

[Signature] Firm Name 12/20/2022
Signature Date

Engineer/Consultant Approval: HR Green Inc.

Anthony Babcock Firm Name 12/20/2022
Signature Date

City of Ankeny Staff Approval:

[Signature] 12/21/2022
Signature Date

Submit to: Amy Quartell, P.E. - City Engineer
E-mail: AQuartell@AnkenyIowa.gov **Phone:** (515) 965-6448 **Fax:** (515) 965-6448

Date Printed: 12/20/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	TOTAL QTY PREVIOUS PERIOD	TOTAL VALUE PREVIOUS PERIOD	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTHWORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	0	\$ -	0.00	\$ -	3,577.00	0.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	0	\$ -	0.00	\$ -	1,649.00	0.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	0	\$ -	0.00	\$ -	8,208.00	0.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00	12954.8	\$ 103,638.40	12584.40	\$ 100,675.20	(122.80)	100.96%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	21071.2	\$ 31,606.80	12736.00	\$ 19,104.00	(7,241.20)	152.36%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	0	\$ -	0.00	\$ -	10,488.00	0.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00	26024.4	\$ 312,292.80	16545.00	\$ 198,540.00	(1,706.40)	107.02%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	6	\$ 6,000.00	0.00	\$ -	-	100.00%
2.11	Removal of Known Pipe Culvert, CMP, 12" x 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	163	\$ 3,423.00	163.00	\$ 3,423.00	89.00	64.68%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	0	\$ -	0.00	\$ -	663.00	0.00%
2.13	Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0	\$ -	0.00	\$ -	1.00	0.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00	0	\$ -	0.00	\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5' Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.8	\$ 2,408.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repaving Field Tilt	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00	0	\$ -	0.00	\$ -	30.00	0.00%
2.17	SUBGRADE STABILIZATION MAT 1, POLYMER GRID	SY		2,998.00	2,998.00	\$ 5.50	\$ 16,489.00	2998	\$ 16,489.00	2998.00	\$ 16,489.00	-	100.00%
2.18	Tree Removal	EA		6,050.00	6,050.00	\$ 1.00	\$ 6,050.00	6050	\$ 6,050.00	16489.00	\$ 16,489.00	-	100.00%
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	0.00	\$ -	-	100.00%
DIVISION 4- SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12'	LF	161.00		161.00	\$ 130.00	\$ 20,930.00	161	\$ 20,930.00	161.00	\$ 20,930.00	-	100.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class II), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00	679	\$ 63,826.00	582.00	\$ 54,708.00	-	100.00%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class II), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00	688	\$ 66,048.00	688.00	\$ 66,048.00	8.00	98.85%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00	225	\$ 27,225.00	225.00	\$ 27,225.00	-	100.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class II), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00	216	\$ 34,128.00	216.00	\$ 34,128.00	-	100.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class II), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00	763	\$ 152,600.00	763.00	\$ 152,600.00	-	100.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00	476	\$ 15,232.00	476.00	\$ 15,232.00	52.00	90.15%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class II), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00	160	\$ 24,236.00	0.00	\$ -	-	100.00%
4.09	Pipe Culvert, Trenched, RCP, 2000D (Class II), 48" x 24"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00	188	\$ 50,948.00	0.00	\$ -	-	100.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00	4	\$ 10,800.00	0.00	\$ -	-	100.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00	4	\$ 18,800.00	0.00	\$ -	-	100.00%
4.13	Footings for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	0.00	\$ -	-	100.00%
4.14	Footings for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00	1	\$ 715.00	1.00	\$ 715.00	-	100.00%
4.15	Footings for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	4	\$ 2,860.00	0.00	\$ -	-	100.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00	7	\$ 23,800.00	1.00	\$ 3,400.00	-	100.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00	3404.9	\$ 102,147.00	2298.00	\$ 68,880.00	1,719.10	66.45%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00	2	\$ 6,000.00	2.00	\$ 6,000.00	-	100.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 6"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00	0	\$ -	0.00	\$ -	12.00	0.00%
4.20	Subdrain Outlets and Connections, Outlet to Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00	36	\$ 7,596.00	10.00	\$ 2,110.00	4.00	90.00%
DIVISION 5- WATER MAINS AND APPURTENANCES													
5.01	Water Main, Trenched, Class 52 or PVC DR 18, Reinforced Steel, 12"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00	117	\$ 11,115.00	117.00	\$ 11,115.00	3.00	97.50%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00	1	\$ 850.00	1.00	\$ 850.00	-	100.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00	1270	\$ 19,050.00	1270.00	\$ 19,050.00	100.00	92.70%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00	2	\$ 16,000.00	2.00	\$ 16,000.00	-	100.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00	0	\$ -	0.00	\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00	1	\$ 1,563.00	1.00	\$ 1,563.00	-	100.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00	1	\$ 960.00	1.00	\$ 960.00	-	100.00%
5.09	Water Service Removal and Reconnect	LS		1.00	1.00	\$ 6,978.40	\$ 6,978.40	1	\$ 6,978.40	0.00	\$ -	-	100.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole, SW-301, 48 Inch	EA	2.00		2.00	\$ 12,000.00	\$ 24,000.00	2	\$ 24,000.00	2.00	\$ 24,000.00	-	100.00%
6.02	Manhole, SW-401, 72 Inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00	1	\$ 6,700.00	1.00	\$ 6,700.00	-	100.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	1	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00	8	\$ 60,000.00	5.00	\$ 37,500.00	1.00	88.89%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$ 13,000.00	\$ 143,000.00	12	\$ 156,000.00	12.00	\$ 156,000.00	(1.00)	109.09%
6.06	Intake, SW-505, 18" x 6", Full Bore with Type R Casting and Manhole	EA	1.00		1.00	\$ 21,000.00	\$ 21,000.00	1	\$ 21,000.00	1.00	\$ 21,000.00	-	100.00%
6.07	Intake, SW-512, 24 Inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00	1	\$ 5,200.00	1.00	\$ 5,200.00	-	100.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	1	\$ 2,200.00	1.00	\$ 2,200.00	-	100.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	1	\$ 1,600.00	1.00	\$ 1,600.00	-	100.00%
6.11	Remove Intake, Field Tilt	EA	1.00		1.00	\$ 730.00	\$ 730.00	0	\$ -	0.00	\$ -	1.00	0.00%
DIVISION 7- STREETS AND RELATED WORK													
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	13515.73	\$ 1,216,415.70	2822.73	\$ 254,045.70	7,461.27	64.43%
7.02	Curb and Gutter, 3.0' 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	227	\$ 9,761.00	0.00	\$ -	-	100.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	147.1	\$ 10,885.40	0.00	\$ -	93.90	61.04%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00	0	\$ -	0.00	\$ -	214.00	0.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00	329.4	\$ 3,294.00	190.00	\$ 1,900.00	(119.40)	156.86%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	600	\$ 6,000.00	485.00	\$ 4,850.00	-	100.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00	516.5	\$ 29,440.50	0.00	\$ -	(19.50)	103.92%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00	299.7	\$ 18,881.10	0.00	\$ -	(22.70)	108.19%
7.09	Sidewalk, PCC, 6"	SY	150.00		150.00	\$ 84.00	\$ 12,600.00	138					

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00	0.25	\$ 13,750.00		0.25	\$ 13,750.00	0.75	25.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00		120.00	\$ 75.00	\$ 9,000.00	30	\$ 2,250.00		30.00	\$ 2,250.00	90.00	25.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00	0	-		0.00	-	10.00	0.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00	11	\$ 4,125.00		0.00	-	15.00	42.31%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00	0	-		0.00	-	3.00	0.00%
8.28	Post and Bracket for Breakaway Sign Post for Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	2.00		2.00	\$ 475.00	\$ 950.00	0	-		0.00	-	2.00	0.00%
8.29	Concrete Footing for Breakaway Sign Post for Type B Sign Post, 2'-6" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00	0	-		0.00	-	4.00	0.00%
8.30	Steel Breakaway Sign Post for Type B Sign Post, 176 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00	0	-		0.00	-	22.00	0.00%
8.31	I-35 Ramp Signalization	LS	1.00		1.00	\$292,152.30	\$ 292,152.30	1	\$ 292,152.30		0.00	-	-	100.00%
8.32	Bracket for PTZ Camera	LS	1.00		1.00	\$ 1,854.60	\$ 1,854.60	1	\$ 1,854.60		0.00	-	-	100.00%
8.33	Painted Symbols and Legends, Temp	EA	9.00		9.00	\$ 137.50	\$ 1,237.50	8	\$ 1,237.50		0.00	-	-	100.00%
8.34	Painted Pavement Markings, Temp	STA	49.70		49.70	\$ 46.76	\$ 2,323.48	49.7	\$ 2,323.48		0.00	-	-	100.00%
DIVISION 9- SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00	1	\$ 500.00		1.00	\$ 500.00	7.70	11.49%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00	0	-		0.00	-	5.80	0.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00	6.18	\$ 23,484.00		0.00	-	(0.38)	106.55%
9.04	Filter Sock, 8' Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00	175	\$ 350.00		0.00	-	9,075.00	1.89%
9.05	Filter Sock, 12' Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00	0	-		0.00	-	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00	0	-		0.00	-	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00	0	-		0.00	-	24.00	0.00%
9.08	Rip Rap, Class E Revolment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00	90	\$ 6,750.00		0.00	-	41.00	68.70%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00	0	-		0.00	-	42.00	0.00%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00	65	\$ 130.00		0.00	-	7,185.00	0.90%
9.11	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00	0	-		0.00	-	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00	0	-		0.00	-	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00	1	\$ 600.00		1.00	\$ 600.00	7.70	11.49%
9.14	Inlet Protection Device, Drop-In	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	28	\$ 5,600.00		0.00	-	22.00	56.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	0	-		0.00	-	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00	0	-		0.00	-	100.00	0.00%
DIVISION 10- DEMOLITION														
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00	1.00	\$ 37,500.00		1.00	\$ 37,500.00	-	100.00%
DIVISION 11- MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00	1.00	\$ 500,000.00		0.50	\$ 250,000.00	-	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.75	\$ 7,500.00		0.60	\$ 6,000.00	0.25	75.00%
11.03	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.75	\$ 7,500.00		0.00	-	0.25	75.00%
11.04	Telebatt for Concrete Placement	EA		4,468.75	4,468.75	\$ 1.00	\$ 4,468.75	4,468.75	\$ 4,468.75		0.00	\$ 4,468.75	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,436,237.03

\$ 4,211,058.73

\$ 1,793,075.65

-22.54%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 6, 2022	\$ 45,670.77
2	July 5, 2022	\$ 5,766.50
3	July 19, 2022	\$ 110,721.55
4	August 1, 2022	\$ 298,620.34
5	August 15, 2022	\$ 132,339.47
6	September 7, 2022	\$ 501,647.50
7	October 3, 2022	\$ 592,991.19
8	November 7, 2022	\$1,810,935.60
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Previous Applications for Payment

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TOTAL \$ 3,498,692.92

Record of Change Orders

No.	Date	Amount
1	August 1, 2022	\$ 16,489.00
2	October 3, 2022	\$ 4,468.75
3	November 7, 2022	\$ 305,180.70
4	December 7, 2022	\$ 40,597.58
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TOTAL \$ 366,736.03

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	190.00
Added by Change Order:	
Contract Time to Date:	190.00
Time Used to Date:	133.00
Contract Time Remaining:	57.00



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$85,369.85 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: January 17, 2023
PAYMENT REQUEST # 8
PAYMENT PERIOD: From: December 1, 2022 Through: December 24, 2022

Contract Summary

Original Contract Amount:	\$	1,816,990.10	
Net change by Change Orders:	\$	32,287.68	
Contract Amount to Date: (line 1 ± 2)	\$	1,849,277.78	
Total completed and stored to date:	\$	775,129.96	
Retainage: 5 % of Completed Work:	\$	38,756.50	
Total Earned less Retainage:	\$	736,373.46	
Less previous applications for payment:	\$	651,003.61	
SUBTOTAL	\$	85,369.85	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 85,369.85

Balance to finish, including retainage: \$ 1,112,904.32

Contract Time Remaining (If applicable) 21.50 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.

Signature: Eli Hartog Firm Name: Absolute Concrete Construction, Inc. Date: 12-28-22

Engineer / Consultant Approval:

Signature: Taty J. Slade Firm Name: JEO Consulting Group Date: 12/29/2022

City of Ankeny Staff Approval:

Signature: Becky Ford Date: 12/30/2022

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov Phone: (515) 963-3526 Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -	1.00	1.00	\$ 15,000.00	0.00	100.00%
2.02	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -	0.00	0.00	\$ -	316.00	0.00%
2.03	EXCAVATION, CLASS 10	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	250.00	\$ 6,250.00	342.00	42.23%
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,555.00		5,555.00	\$4.00	\$ 22,224.00		\$ -	2144.00	2144.00	\$ 8,578.00	3,412.00	38.59%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -	246.00	246.00	\$ 1,476.00	1,143.00	17.71%
2.06	SUBBASE, MODIFIED	SY	5,555.00		5,555.00	\$12.00	\$ 66,672.00		\$ -	2144.00	2144.00	\$ 25,728.00	3,412.00	38.59%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.33	0.33	\$ 1,650.00	0.67	33.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.33	0.33	\$ 1,500.00	0.70	30.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA.	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	104.00		104.00	\$57.00	\$ 5,928.00		\$ -	44.00	44.00	\$ 2,508.00	60.00	42.31%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	1,249.00		1,249.00	\$108.00	\$ 132,394.00		\$ -	439.00	439.00	\$ 46,534.00	810.00	35.15%
4.04	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	24.00	\$ 5,828.40	(6.00)	133.33%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	464.00	464.00	\$ 13,920.00	791.00	36.97%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -	1.00	1.00	\$ 550.00	2.00	33.33%
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	99.00		99.00	\$15.00	\$ 1,485.00		\$ -	40.00	40.00	\$ 600.00	59.00	40.40%
4.09	FOOTING DRAIN COLLECTOR, SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	650.00	650.00	\$ 22,695.00	1,549.00	35.43%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -	1.00	1.00	\$ 60.00	1.00	50.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA.	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -	6.00	6.00	\$ 1,080.00	8.00	42.86%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -	10.00	10.00	\$ 6,250.00	26.00	27.78%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -	420.00	420.00	\$ 16,800.00	833.00	33.52%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -	1.00	1.00	\$ 475.00	0.00	100.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.04	FITTING, UNION, 6" X 6"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -	0.00	0.00	\$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -	2.00	2.00	\$ 1,100.00	0.00	100.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	6.00	6.00	\$ 5,490.00	12.00	33.33%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	6.00	6.00	\$ 5,490.00	12.00	33.33%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00		\$ -	450.00	450.00	\$ 10,125.00	806.00	35.83%
5.10	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	852.00	852.00	\$ 13,632.00	2,096.00	28.80%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00		\$ -	2.00	2.00	\$ 3,450.00	3.00	40.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -	0.50	0.50	\$ 2,150.00	2.50	16.67%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00		\$ -	2.00	2.00	\$ 500.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-301, 48"	EA	3.00		3.00	\$9,600.00	\$ 29,400.00		\$ -	1.00	1.00	\$ 9,600.00	2.00	33.33%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00		\$ -	1.00	1.00	\$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	\$12,405.00	\$ 12,405.00		\$ -	1.00	1.00	\$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1.00		1.00	\$14,150.00	\$ 14,150.00		\$ -	1.00	1.00	\$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00	1.00	\$ 5,270.00	1.00	2.00	\$ 10,540.00	2.00	50.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00	0.50	\$ 7,275.00	1.50	2.00	\$ 29,100.00	2.00	50.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00	1.00	\$ 250.00	3.00	4.00	\$ 1,000.00	0.00	100.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00	\$ 1,400.00	2.00	50.00%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00	377.00	\$ 30,160.00	1655.00	2,032.00	\$ 162,560.00	2,645.00	43.45%
7.02	PAVEMENT, HMA 3 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	0.00	0.00	\$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00	12.20	\$ 183.00	827.70	839.90	\$ 12,598.50	1,213.10	40.91%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00	349.00	\$ 17,450.00	616.00	412.60	\$ 20,630.00	547.40	42.93%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -	53.50	53.50	\$ 8,827.50	(0.50)	100.94%
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	86.00	86.00	\$ 4,300.00	(0.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00	373.00	\$ 27,975.00	0.00	373.00	\$ 27,975.00	577.00	39.26%
7.08	PAVEMENT REMOVAL	SY	3,661.00		3,661.00	\$12.00	\$ 43,932.00		\$ -	1647.00	1,647.00	\$ 19,764.00	2,214.00	42.66%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.10	\$ 1,000.00	0.33	0.43	\$ 4,300.00	0.57	43.00%

Data printed 12/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

TRAFFIC CONTROL													
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96		18.96	\$350.00	\$ 6,635.00	\$ -	9.09	9.09	\$ 3,181.50	9.07	47.94%
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96		18.96	\$150.00	\$ 2,844.00	\$ -	9.09	9.09	\$ 1,353.50	9.07	47.94%
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	\$ -	0.33	0.33	\$ 6,600.00	0.67	33.00%
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00		20.00	\$100.00	\$ 2,000.00	\$ -	50.00	50.00	\$ 5,000.00	(33.00)	250.00%
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00		8.00	\$300.00	\$ 2,400.00	\$ -	3.00	3.00	\$ 800.00	5.00	37.50%
SITE WORK AND LANDSCAPING													
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	\$750.00	\$ 450.00	\$ -	0.00	0.00	\$ -	0.60	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	\$2,400.00	\$ 1,440.00	\$ -	0.10	0.10	\$ 240.00	0.50	16.67%
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00		200.00	\$8.00	\$ 1,600.00	\$ -	0.00	0.00	\$ -	200.00	0.00%
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20		1.20	\$3,500.00	\$ 4,200.00	\$ -	0.10	0.10	\$ 350.00	1.10	8.33%
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00		16.00	\$200.00	\$ 3,200.00	\$ -	0.00	0.00	\$ -	16.00	0.00%
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEGMENT FILTER	EA	4.00		4.00	\$100.00	\$ 400.00	\$ -	8.00	8.00	\$ 800.00	(4.00)	200.00%
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00		48.00	\$40.00	\$ 1,920.00	\$ -	22.00	22.00	\$ 880.00	26.00	45.83%
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00		2.00	\$150.00	\$ 300.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	\$150,000.00	\$ 150,000.00	\$ -	0.50	0.50	\$ 75,000.00	0.50	50.00%
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$6,200.00	\$ 6,200.00	\$ -	0.33	0.33	\$ 2,066.67	0.67	33.00%
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00		944.00	\$20.00	\$ 18,880.00	\$ -	303.00	303.00	\$ 6,060.00	641.00	32.10%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00		4.00	\$2,500.00	\$ 10,000.00	\$ -	6.00	6.00	\$ 15,000.00	(2.00)	150.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	\$3,000.00	\$ 3,000.00	0.10	\$ 300.00	0.33	\$ 1,200.00	0.57	43.00%
11.06	ORANGE MESH SAFETY FENCE	LS	1.00		1.00	\$20,000.00	\$ 20,000.00	\$ -	0.33	0.33	\$ 6,600.00	0.67	33.00%
CHANGE ORDER ITEMS													
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN. DIA	LF	0.00	1,249.00	1,249.00	\$ 117.20	\$ 145,382.80	\$ -	452.00	452.00	\$ 52,974.40	797.00	36.19%
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00	1,044.00	1,044.00	\$ 70.22	\$ 73,309.68	\$ -	318.00	318.00	\$ 22,329.56	726.00	30.46%
12.03	4025-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	0.00	32.00	32.00	\$ 38.65	\$ 1,243.20	\$ -	32.00	32.00	\$ 1,243.20	0.00	100.00%
12.04	6010-H - REMOVE MAHOLE, STORM SEWER	EA	0.00	1.00	1.00	\$ 999.00	\$ 999.00	\$ -	1.00	1.00	\$ 999.00	0.00	100.00%
12.05	REMOVAL OF CONCRETE STRUCTURE-EQUIPMENT/LABOR	HR	0.00	0.00	0.00	\$ 1,443.00	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.06	REMOVAL OF CONCRETE STRUCTURE-TRUCKING/DISPOSAL	HR	0.00	0.00	0.00	\$ 166.50	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.07	DISPOSAL OF CONCRETE STRUCTURE	LS	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,849,277.78 PAY PERIOD = \$ 89,863.00

COMPLETED = \$ 775,129.56

41.92%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 9,285.30
2	July 18, 2022	\$ 116,299.10
3	September 6, 2022	\$ 126,710.14
4	September 19, 2022	\$ 109,410.36
5	October 17, 2022	\$ 55,354.09
6	November 21, 2022	\$ 62,994.02
7	December 19, 2022	\$ 170,950.60
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 651,003.61

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
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CHANGE ORDER TOTAL = \$ 32,287.68

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

Substantial Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	N/A

Full Completion

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	138.5
Working Days Remaining:	21.5



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #31 in the amount of \$23,560.68 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First Street Widening and Improvements - Phase 1
Contractor: Foth Infrastructure and Environment, LLC
Address: PO Box 8418 Carol Stream, IL 60197-8418
Finance Budget Code: 970.3970.4210 **Finance Project #** 970.4210
Vendor Project or Invoice #: 66017 **PO #**
Original Contract Date: December 17, 2018 **Vendor #** 2078

Date of Council Meeting: January 17, 2023 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: December 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$		2,305,855.00
Total completed and stored to date:	\$	2,261,850.85	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		2,261,850.85
Less previous applications for payment:	\$		2,238,290.17
SUBTOTAL	\$		23,560.68
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		23,560.68
Balance to finish, including retainage:	\$		44,004.15
Contract Time Remaining (If applicable)	-		Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Foth Infrastructure and Environment, LLC

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey
DN: cn=Bradley Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Reason: I am approving this document
Date: 2023.01.04 15:56:44 -06'00'

January 4, 2023

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Adam L. Lust, P.E. - Public Works Engineering Manager

E-mail:

ALust@AnkenyIowa.gov

Phone:

(515) 963-3537

Fax:

(515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 4, 2019	\$ 78,539.03
2	March 4, 2019	\$ 84,665.44
3	April 1, 2019	\$ 53,048.08
4	May 6, 2019	\$ 21,467.14
5	June 3, 2019	\$ 90,346.10
6	August 5, 2019	\$ 137,221.66
7	September 3, 2019	\$ 31,744.34
8	October 7, 2019	\$ 47,472.86
9	November 4, 2019	\$ 43,295.26
10	December 2, 2019	\$ 62,134.48
11	February 3, 2020	\$ 118,678.59
12	March 2, 2020	\$ 49,060.78
13	April 6, 2020	\$ 29,305.10
14	May 4, 2020	\$ 63,725.08
15	July 6, 2020	\$ 139,165.99
16	October 5, 2020	\$ 276,493.45
17	March 1, 2021	\$ 42,625.00
18	June 7, 2021	\$ 108,656.27
19	September 20, 2021	\$ 146,610.79
20	November 15, 2021	\$ 123,961.96
21	December 6, 2021	\$ 53,266.08
22	March 21, 2022	\$ 45,333.98
23	May 2, 2022	\$ 39,001.21
24	June 6, 2022	\$ 35,283.97
25	August 1, 2022	\$ 82,812.47
26	September 6, 2022	\$ 39,430.14
27	October 3, 2022	\$ 57,332.58
28	November 7, 2022	\$ 49,614.78
29	December 5, 2022	\$ 51,439.19
30	December 19, 2022	\$ 36,558.37
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 2,238,290.17

Record of Change Orders

No.	Date	Amount
1	May 6, 2019	\$ 709,260.00
2	June 15, 2020	\$ 379,390.00
3	February 1, 2021	\$ 526,885.00
4	March 7, 2022	\$ 452,600.00
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TOTAL \$2,068,135.00

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 4, 2023

Project No: 0018A039.01

Invoice No: 81643

City of Ankeny
Attn: Adam Lust
220 W. First St.
Ankeny, IA 50023

Invoice Total	USD 23,560.68
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Project 0018A039.01 West First Street Widening

Professional Services through December 31, 2022**Professional Personnel**

	Hours	Rate	Amount
Lead Project Engineer	9.00	190.00	1,710.00
Technician IV	2.00	122.00	244.00
Technician III	142.00	111.00	15,762.00
Technician II	8.00	97.00	776.00
Technician I	20.00	80.00	1,600.00
Construction Manager	2.00	168.00	336.00
Totals	183.00		20,428.00
Total Labor			20,428.00

Subconsultants	2,779.64
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Expenses	353.04
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Billing Limits	Current	Prior	To-Date
Total Billings	23,560.68	2,238,290.17	2,261,850.85
Limit			2,305,855.00
Remaining			44,004.15

Total This Invoice	USD 23,560.68
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INVOICE



INVOICE NO: 1813386-0

INVOICE DATE: December 14, 2022

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **West First Street PCC Pavement Stages 2 & 3**

Ankeny, IA
No: 2-8538

PO Reference: IE-P00000955
Services for period of 11/1/2022 through 11/30/2022
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.75	hour	Services of Staff Engineer	90.00	157.50
2	4.25	hour	Field Concrete Testing - sidewalks and driveways	49.00	208.25
3	15.50	hour	Field Inspection of PCC Paving - Handwork	49.00	759.50
4	4.75	hour	Sample Pickup	49.00	232.75
5	12.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	600.00
6	23.00	test	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	15.00	345.00
7	322.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	315.56
8	322.00	mile	Fuel Surcharge	0.14	45.08
9	1.00	day	Coring Equipment Charges	116.00	116.00

Invoice Total: 2779.64

Amount Received: \$0.00

Amount Due: **\$2,779.64**

Foth project # 18A039.014 Phase 85 Task 855 and Foth

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 12/14/2022

Total billed: \$30,180.99
Total Received: \$15,557.80
Balance: \$14,623.19

Budget summary through: 12/15/2022

Project Budget: \$25,484.22
Total Billed: \$30,180.99
Budget Remaining: (\$4,696.77)

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card : _____

Card Number : _____

Exp. Date (MM/YY) : _____

Invoice Delivery: Email



Summary of Services Report - Project Code: 970.4210

Project Title: West First Street Widening and Improvements – Phase 1

Period: December 1, 2022 – December 31, 2022

Work Completed:

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

- Project coordination
- Construction admin/observation for remaining punch list items
- Final walk through for permanent traffic signals
- Change Order #5
- Pay Request #17
- Project closeout & prep for DOT audit

Work Scheduled:

The following work tasks to be completed during the next period:

- Construction admin/observation for remaining punch list items
- Pay request #18
- Project closeout & prep for DOT audit

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	December 17, 2018
Design Survey and Mapping	December, 2018, Complete January 2019
Functional Design	February, 2019, Complete March 2019
Amendment 1	May 6, 2019
Bidding of NW Northlawn Sewer	December 10, 2019
Bidding of Joint Utility Trench	February 11, 2020
Project Information Meeting	March 10, 2020
Bidding of Temporary Traffic Signals	June 25, 2020
Bidding of Roadway Project	December 15, 2020
Amendment 2	June 15, 2020
Amendment 3	February 1, 2021
Opening of W First St for Winter	October 14, 2021
Amendment 4	March 7, 2022

General Comments:



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$4,357.50 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Fiber Optic Relocation
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 982.3982.4210 Finance Project #: 982.4210
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: July 5, 2022 Vendor #: 5531

Date of Council Meeting: January 17, 2023 PAYMENT REQUEST # 5
PAYMENT PERIOD: From: October 29, 2022 Through: November 25, 2022

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	14,537.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	14,537.50	
Less previous applications for payment:	\$	10,180.00	
SUBTOTAL	\$	4,357.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,357.50

Balance to finish, including retainage: \$ 16,419.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.

Signature Date December 28, 2022

City of Ankeny Staff Approval:

Signature Date 1/4/23

Submit to: Leslie Hart, P.E. - Public Works Traffic Engineering Manager
E-mail: lhart@Ankenylowa.gov Phone: (515) 963-3548 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT													
	Engineering	EA	1.00		1.00	\$ 380.00	\$ 380.00	1.00	\$ 380.00		1.00	\$ 380.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 290.00	\$ 290.00	1.00	\$ 290.00		1.00	\$ 290.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 610.00	\$ 610.00	1.00	\$ 610.00		1.00	\$ 610.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 315.00	\$ 315.00	1.00	\$ 315.00		1.00	\$ 315.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 172.50	\$ 172.50	1.00	\$ 172.50		1.00	\$ 172.50	0.00	100.00%
2.00	PRELIMINARY PLANS													
	Engineering	EA	1.00		1.00	\$ 2,185.00	\$ 2,185.00	1.00	\$ 2,185.00		1.00	\$ 2,185.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00		1.00	\$ 3,650.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00		1.00	\$ 1,250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		1.00	\$ 1,200.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,300.00	\$ 3,300.00	1.00	\$ 3,300.00		1.00	\$ 3,300.00	0.00	100.00%
3.00	UTILITY COORDINATION													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.00	FINAL PLANS													
	Engineering	EA	1.00		1.00	\$ 785.00	\$ 785.00	1.00	\$ 785.00		1.00	\$ 785.00	0.00	100.00%
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5.00	FRONT END DOCUMENTS													
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6.00	PERMITTING													
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7.00	PRE-LETTING SUPPORT													
					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

[illegible]

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 2,565.00
2	October 3, 2022	\$ 3,940.00
3	November 21, 2022	\$ 2,160.00
4	December 19, 2022	\$ 1,515.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 10,180.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



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

HRGREEN.COM

January 4, 2023

Jim Haberichter, PE
Civil Engineer II
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - State Street Fiber Optic Cable Relocation Design
HRG Project No. 220761
Contract date: July 5, 2021

Dear Jim:

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

Attached Invoice #	158984
Period covered by invoice	10/29/22 – 11/25/22
Amount this invoice	\$4,357.50
Total billings to date, including this invoice	\$14,537.50
Contract maximum fee	\$30,957.40
% of Contract billed to date	46.96%

Summary of services during this billing period:

- Fieldwork
- Coordination with Paul Mahoney (Ankeny School District)
- Coordination with Leslie and Tom
- Preparation of preliminary and final plans

Comments:

- Will be continuing design and additional fieldwork for final design verifications

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.



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

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

December 27, 2022
Project No: 220761
Invoice No: 158984
Invoice Total: \$4,357.50

Project 220761 Ankeny, IA - State Street Fiber Optic Cable Relocation Design

Professional Services Through November 25, 2022

Phase 1.0 Project Management

Professional Personnel

	Hours	Amount
Admin Coordinator	1.50	172.50
Totals	1.50	172.50
Total Labor		172.50
Total this Phase		\$172.50

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount
Professional	16.50	3,300.00
Totals	16.50	3,300.00
Total Labor		3,300.00
Total this Phase		\$3,300.00

Phase 3.0 Utility Coordination

Professional Personnel

	Hours	Amount
Professional	.50	100.00
Totals	.50	100.00
Total Labor		100.00
Total this Phase		\$100.00

Phase 4.0 Final Plans

Professional Personnel

	Hours	Amount
Professional	2.50	475.00
Senior Technician	2.00	310.00
Totals	4.50	785.00
Total Labor		785.00
Total this Phase		\$785.00

Project	220761	Ankeny, IA - State Street Fiber Optic Ca			Invoice	158984
Billing Limits		Current	Prior	To-Date		
Total Billings		4,357.50	10,180.00	14,537.50		
Limit				30,957.40		
Remaining				16,419.90		
				Total this Invoice	<u><u>\$4,357.50</u></u>	



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$615.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 ISG Payment #4 Pay app High Trestle Trail park
 Finance - ISG - Payment #4 supporting documents

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Park Phase I
Contractor: ISG
Address: 115 East Hickory St., Suite 300 Mankato, MN 56001
Finance Budget Code: 99.2990.4210 **Finance Project Code:** 990.421
Vendor Project or Invoice #: 84384 **PO #**
Original Contract Date: May 16, 2022 **Vendor #** 10037

Date of Council Meeting 1/17/2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 10/01/22 through: 11/30/22

Contract Summary

Original Contract Amount:	\$	<u>68,400.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>68,400.00</u>	
 Total completed and stored to date:	\$	<u>31,255.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>31,255.00</u>	
Less previous applications for payment:	\$	<u>30,640.00</u>	
SUBTOTAL	\$		<u>615.00</u>
 OTHER CHARGES (Please attach an itemized list)	\$		<u>-</u>
 CURRENT PAYMENT DUE	\$		<u>615.00</u>
 Balance to finish, including retainage:	\$	<u>37,145.00</u>	

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: ISG
Firm Name

Hayley Schull ###
Signature Date

Engineer/Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval

Derek Loral ###
Signature Date

Submit to:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Email: _____

Phone: _____

Fax: _____



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

RECEIVED

DEC 19 2022

CITY OF



33 City of Ankeny
410 West 1st Street
Ankeny, IA 50023

Invoice Number 87666
Date 11/30/2022

Project 22-26951 High Trestle Park
Phase 1 - Ankeny, IA

Progress billing for professional services provided through date of invoice

Topographic and Boundary Survey and start of Preliminary design.

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00		
Preliminary Design	\$18,700.00	\$18,700.00	
Final Design	\$23,700.00	\$2,940.00	\$615.00
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$30,640.00	\$615.00

OK TO PAY \$ 6615.00
PO # 23-45944
Partial ☒ Final ☐
Acct # 900.3990.4210
Approved By: Derek Lovel

Invoice Amount \$615.00

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGInc.com



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$1,514.23 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (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 #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (change)
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: 01/17/2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: November 27, 2022 Through: December 13, 2022

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	385,000.00	
Total completed and stored to date:	\$	385,000.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	385,000.00	
Less previous applications for payment:	\$	383,485.77	
SUBTOTAL	\$		1,514.23

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,514.23

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

January 6, 2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@Ankenylowa.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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 383,485.77

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



1360 NW 121st Street
Clive, IA 50325

Jim Haberichter
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

December 31, 2022
Project No: 0000211008-010
Invoice No: 143451
Due Date: January 30, 2023

Project 0000211008-010 Ankeny NW 18th St Reconstruction - NW Ash Drive to N Ankeny Boulevard

Professional Services from November 27, 2022 to December 31, 2022

Phase	600	Construction Administration
Task	602	Advertising, Bidding, Contract Award

	Hours	Rate	Amount	
Engineer II	8.50	155.00	1,317.50	
Project Manager II	2.50	230.00	575.00	
Totals	11.00		1,892.50	
Total Labor				1,892.50
		Total this Task		\$1,892.50
		Total this Phase		\$1,892.50

Phase	950	Subconsultants and Fees		
			Total this Phase	0.00

	Current	Prior	To-Date	
Total Billings	1,892.50	383,485.77	385,378.27	
Contract Limit (not-to-exceed)			385,000.00	
Amount Adjusted this Period				-378.27
		Total Due this Invoice		\$1,514.23

January 6, 2022



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. 10
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the tenth progress report for the above referenced project and covers work through December 13, 2022. Work related to this project through this period includes performing bidding phase services, coordination with the City and franchise utilities, and project administration. Bids were opened on December 13, 2022 with Elder Corporation as the low bidder for the project. Elder Corporation was awarded the project at the December 19, 2022 council meeting for a contract amount of \$4,355,000.

We have completed our design services and look forward to assisting the City during the Construction of the project.

We're excited to continue to work with the City of Ankeny on this important project. 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

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$9,948.05 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 968.3968.4210 Finance Project #: 968.4210
Vendor Project or Invoice #: 2022000919-000 PO #: N/A
Original Contract Date: July 19, 2022 Vendor #: 2183

Date of Council Meeting: January 17, 2023 PAYMENT REQUEST # 6
PAYMENT PERIOD: From: November 27, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	102,600.00	
Total completed and stored to date:	\$	102,210.55	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	102,210.55	
Less previous applications for payment:	\$	92,262.50	
SUBTOTAL	\$	9,948.05	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,948.05

Balance to finish, including retainage: \$ 389.45

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail: MGrurich@AnkenyIowa.gov

Phone: (515) 963-3549

Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
4	November 21, 2022	\$ 21,080.25
5	December 19, 2022	\$ 26,760.50
6		
7		
8		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
39		
40		
41		
42		
43		
44		
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49		
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69		
70		

PREVIOUS PAY APP TOTAL = \$ 92,262.50

Record of Change Orders

No.	Date	Amount
1		
2		
4		
5		
6		
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16		
17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: _____

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

Matt Grgurich
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

December 31, 2022
Project No: 2022000919-000
Invoice No: 143448
Due Date: January 30, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from November 27, 2022 to December 31, 2022

Phase 500 Final Design

	Hours	Rate	Amount	
Project Manager I	.50	185.00	92.50	
Engineer I	16.50	125.00	2,062.50	
Engineer II	12.50	155.00	1,937.50	
Project Manager II	16.00	230.00	3,680.00	
Totals	45.50		7,772.50	
Total Labor				7,772.50

Reimbursable Expenses

Mileage			23.90	
Total Reimbursables			23.90	23.90
Total this Phase				\$7,796.40

Phase 600 Construction Administration

	Hours	Rate	Amount	
Administrative Assistant	1.50	85.00	127.50	
Engineer II	3.50	155.00	542.50	
Totals	5.00		670.00	
Total Labor				670.00
Total this Phase				\$670.00

Phase 850 Project Management and Coordination

	Hours	Rate	Amount	
Engineer II	2.50	155.00	387.50	
Project Manager II	4.50	230.00	1,035.00	
Totals	7.00		1,422.50	
Total Labor				1,422.50
Total this Phase				\$1,422.50

Phase 900 Additional Services

Project	2022000919-000	Ankeny SW State Street Reconstruction -	Invoice	143448
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Mileage (.90 p/mile)

18.00

Total this Phase

\$18.00

Phase 950 Subconsultant and Reimbursable Fees

Reimbursable Expenses

Out-Of-Pocket Expenses

41.15

Total Reimbursables

41.15

41.15

Total this Phase

\$41.15

	Current	Prior	To-Date
Total Billings	9,948.05	92,262.50	102,210.55
Contract Limit (not-to-exceed)			102,600.00
Contract Limit Remaining			389.45

Total Due this Invoice

\$9,948.05

January 9, 2023



Mr. Matt Grgurich
Civil Engineer I
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 6
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the sixth progress report for the above referenced project and covers work through December 31, 2022. Work related to this project through this period includes addressing final City of Ankeny comments, submittal of final plans, and uploading the plans and contract documents to QuestCDN, performing bidding phase services, and project administration.

We are currently performing bidding phase services, including answering contractor's questions. The project letting will be held January 10, 2023 with a public hearing on January 17, 2023.

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

Sincerely,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #18 in the amount of \$13,534.50 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #18

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Company, Inc.
Address: 110 E Main PO BOX 99 Ossian, IA 52161
Finance Budget Code: 970.3970.4451 **Finance Project Code:** 970.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 15, 2020 **Vendor #** 6038

Date of Council Meeting: January 17, 2023

PAY REQUEST # 18

PAYMENT PERIOD From: December 1, 2022 Through: December 31, 2022

Contract Summary

Original Contract Amount: \$ 5,156,005.75
Net change by Change Orders: \$ 65,576.00
Contract Amount to Date: (line 1 ± 2) \$ 5,221,581.75

Total completed and stored to date: \$ 4,988,952.83
Retainage 0% of Completed Work: \$ 30,000.00 (\$30,000.00 max)
Total Earned less Retainage: \$ 4,958,952.83
Less previous applications for payment: \$ 4,945,418.33
SUBTOTAL \$ 13,534.50

OTHER CHARGES (Attach an itemized list) \$ -

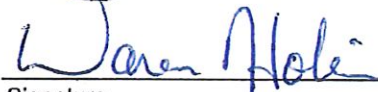
CURRENT PAYMENT DUE \$ 13,534.50

Balance to finish, including retainage: \$ 262,628.92

Contract Time Remaining (If applicable): -36 of 130 Working Days (2022 Construction)

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 Reilly Construction Company, Inc.
Firm Name


Signature

1-9-2023
Date

Engineer / Consultant Approval Foth Infrastructure & Environment, LLC
Firm Name

Bradley D. Hopkey

Signature

Digitally signed by Bradley D. Hopkey
DN: C=US, E=bradley.hopkey@foth.com, O=Foth Infrastructure & Environment, LLC, OU=Infrastructure Division,
CN=Bradley D. Hopkey
Reason: I am approving this document
Date: 2023.01.09 08:19:00 -0500

1/9/2023

Date

City of Ankeny Staff Approval:

Signature



Date

01/09/23

Submit to: Adam Lust, PE | Public Works Engineering Manager

E-mail: ALust@AnkenyIowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535



City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

PAY APPLICATION 18

Project Title:	West First St Widening & Improvements - Phase 1	
Project Number:	STBG-SWAP-0187(643)-SG-77	
Purchase Order Number:	CS-TSF-0187(643)-85-77	
Contract Date:	12/15/2020	
Original Contract Amount:	\$5,156,065.75	
Notice to Proceed Date:		
Estimated Completion Date:	9/24/2022	
Pay Period:	12/1/2022	to 12/31/2022
Pay Application Number:	18	
Date:	12/19/2022	
Contract ID:	77-0187-643	

Contractor: Reilly Construction Company, Inc.
110 E Main
PO BOX 99
Ossian, IA 52161

Division 1: STBG-SWAP-0187(643)-SG-77
Division 2: CS-TSF-0187(643)-85-77

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
1	2101-0450002	CLEARING AND GRUBBING	UNIT	623.0		\$55.00	\$34,560.00	\$0.00	623.4	0.0	\$34,287.00	\$0.00	\$34,287.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	508.0		\$15.00	\$7,620.00	\$0.00	578.0	0.0	\$8,670.00	\$0.00	\$8,670.00
3	2102-2170090	EXCAVATION, CLASS 10, WASTE	CY	7512.0		\$15.00	\$112,680.00	\$0.00	8318.0	0.0	\$124,770.00	\$0.00	\$124,770.00
4	2105-0425005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		\$30.00	\$39,330.00	\$0.00	1311.0	0.0	\$39,330.00	\$0.00	\$39,330.00
5	2115-0100000	MODIFIED SUBBASE	CY	3,654	565	\$50.00	\$182,700.00	\$28,250.00	3945.2	565.0	\$197,250.00	\$28,250.00	\$196,500.00
6	2123-7450020	SHOULDER FISHING, EARTH	STA	134.00		\$125.00	\$16,750.00	\$0.00	134.00	0.00	\$16,750.00	\$0.00	\$16,750.00
7	2213-6745000	REMOVAL OF CURB	STA	20.80		\$600.00	\$12,480.00	\$0.00	21.00	0.00	\$12,600.00	\$0.00	\$12,600.00
8	2301-1030070	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		\$61.00	\$82,655.00	\$0.00	1355.0	0.0	\$82,656.22	\$0.00	\$82,656.22
9	2301-1030080	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		\$61.00	\$202,337.00	\$0.00	3317.0	0.0	\$202,337.00	\$0.00	\$202,337.00
10	2301-1030090	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,360.0	\$58.00	\$786,480.00	\$196,620.00	14866.7	3360.0	\$862,267.44	\$196,622.32	\$1,058,889.76
11	2301-0911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	1.00	0.00	\$2,500.00	\$0.00	\$2,500.00
12	2301-7000110	PAY ADJ I/D-PCC PAVT THICKNESS	EACH	16,850.0		\$1.00	\$16,850.00	\$0.00	3798.7	0.0	\$37,768.70	\$0.00	\$37,768.70
13	2304-0101000	TEMPORARY PAVEMENT	SY	3,401.0		\$45.00	\$153,045.00	\$0.00	3306.9	0.0	\$148,900.50	\$0.00	\$148,900.50
14	2312-0260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		\$35.00	\$13,475.00	\$0.00	39.5	0.0	\$1,382.50	\$0.00	\$1,382.50
15	2401-6745034	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		\$750.00	\$6,000.00	\$0.00	10	0	\$7,500.00	\$0.00	\$7,500.00
16	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		\$2,500.00	\$2,500.00	\$0.00	1	0	\$2,500.00	\$0.00	\$2,500.00
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		\$5,500.00	\$22,000.00	\$0.00	4	0	\$22,000.00	\$0.00	\$22,000.00
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		\$7,500.00	\$22,500.00	\$0.00	3	0	\$22,500.00	\$0.00	\$22,500.00
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		\$9,500.00	\$38,000.00	\$0.00	4	0	\$38,000.00	\$0.00	\$38,000.00
20	2435-0140166	MANHOLE, STORM SEWER, SW-401, 96 IN	EACH	1		\$14,500.00	\$14,500.00	\$0.00	1	0	\$14,500.00	\$0.00	\$14,500.00
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		\$17,400.00	\$17,400.00	\$0.00	1	0	\$17,400.00	\$0.00	\$17,400.00
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		\$25,000.00	\$25,000.00	\$0.00	1	0	\$25,000.00	\$0.00	\$25,000.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
23	2435-0250100	INTAKE, SW-501	EACH	8		\$3,800.00	\$30,400.00	\$0.00	7	0	\$26,800.00	\$0.00	\$26,800.00
24	2435-0250310	INTAKE, SW-503 MODIFIED 1	EACH	6		\$7,500.00	\$45,000.00	\$0.00	6	0	\$45,000.00	\$0.00	\$45,000.00
25	2435-0250310	INTAKE, SW-503 MODIFIED 2	EACH	1		\$12,200.00	\$12,200.00	\$0.00	1	0	\$12,200.00	\$0.00	\$12,200.00
26	2435-0250500	INTAKE, SW-505	EACH	4		\$6,000.00	\$24,000.00	\$0.00	4	0	\$24,000.00	\$0.00	\$24,000.00
27	2435-0250600	INTAKE, SW-506	EACH	4		\$9,800.00	\$38,400.00	\$0.00	4	0	\$38,400.00	\$0.00	\$38,400.00
28	2435-0250810	INTAKE, SW-508 MODIFIED 1	EACH	5		\$11,000.00	\$55,000.00	\$0.00	3	0	\$33,000.00	\$0.00	\$33,000.00
29	2435-0250810	INTAKE, SW-508 MODIFIED 2	EACH	8		\$18,500.00	\$148,000.00	\$0.00	9	0	\$166,500.00	\$0.00	\$166,500.00
30	2435-0251100	INTAKE, SW-511	EACH	2		\$4,500.00	\$9,000.00	\$0.00	2	0	\$9,000.00	\$0.00	\$9,000.00
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27		\$1,800.00	\$48,600.00	\$0.00	9	0	\$16,200.00	\$0.00	\$16,200.00
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	9		\$2,500.00	\$22,500.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6		\$2,200.00	\$13,200.00	\$0.00	1	0	\$2,200.00	\$0.00	\$2,200.00
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3		\$2,900.00	\$8,700.00	\$0.00	3	0	\$8,700.00	\$0.00	\$8,700.00
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2		\$2,500.00	\$5,000.00	\$0.00	3	0	\$7,500.00	\$0.00	\$7,500.00
36	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	56.0		\$135.00	\$7,560.00	\$0.00	46.0	0.0	\$6,210.00	\$0.00	\$6,210.00
37	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	502.0		\$130.00	\$65,260.00	\$0.00	377.0	0.0	\$49,010.00	\$0.00	\$49,010.00
38	2503-0114218	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	141.0		\$160.00	\$22,560.00	\$0.00	156.0	0.0	\$24,960.00	\$0.00	\$24,960.00
39	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	247.0		\$165.00	\$40,755.00	\$0.00	221.0	0.0	\$36,465.00	\$0.00	\$36,465.00
40	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	458.0		\$135.00	\$61,865.00	\$0.00	459.0	0.0	\$61,965.00	\$0.00	\$61,965.00
41	2503-0114236	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	464.0		\$170.00	\$78,880.00	\$0.00	476.0	0.0	\$80,920.00	\$0.00	\$80,920.00
42	2503-0114242	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0		\$185.00	\$59,755.00	\$0.00	329.0	0.0	\$60,865.00	\$0.00	\$60,865.00
43	2503-0114248	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 48"	LF	642.0		\$215.00	\$138,030.00	\$0.00	642.0	0.0	\$138,030.00	\$0.00	\$138,030.00
44	2503-0200336	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	1,376		\$40.00	\$55,040.00	\$0.00	1801	0	\$72,040.00	\$0.00	\$72,040.00
45	2503-0200341	STORM SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358		\$36.00	\$84,930.00	\$0.00	2160	0	\$77,582.50	\$0.00	\$77,582.50
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		\$73.00	\$10,260.00	\$0.00	178.0	0.0	\$13,350.00	\$0.00	\$13,350.00
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556		\$73.00	\$38,620.00	\$0.00	126	0	\$9,820.00	\$0.00	\$9,820.00
48	2504-0200406	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170		\$73.00	\$12,750.00	\$0.00	490	0	\$36,750.00	\$0.00	\$36,750.00
49	2504-0240036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	185		\$35.00	\$6,525.00	\$0.00	522	0	\$18,270.00	\$0.00	\$18,270.00
50	2504-0240236	SANITARY SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	672		\$15.00	\$10,080.00	\$0.00	101	0	\$1,515.00	\$0.00	\$1,515.00
51	2510-0474560	REMOVAL OF PAVEMENT	SY	20126.0		\$2.00	\$40,252.00	\$0.00	19891.1	0.0	\$39,762.18	\$0.00	\$39,762.18
52	2510-0750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	45.0		\$1,250.00	\$56,250.00	\$0.00	47.0	0.0	\$58,750.00	\$0.00	\$58,750.00
53	2511-07528004	REMOVAL OF SIDEWALK	SY	4446.0		\$3.00	\$13,338.00	\$0.00	4451.8	0.0	\$13,355.52	\$0.00	\$13,355.52
54	2511-07528004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	286.0	\$37.00	\$42,402.00	\$10,582.00	1146.0	96.0	\$42,402.00	\$3,550.15	\$45,952.15
55	2511-07528005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	\$40.00	\$80,200.00	\$20,000.00	2006.2	500.0	\$81,447.20	\$20,000.00	\$101,447.20
56	2511-07528006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	90.0	\$44.00	\$17,336.00	\$4,356.00	403.7	121.9	\$18,026.80	\$5,364.48	\$23,391.28
57	2511-07528101	DETECTABLE WARNINGS	SF	452	113	\$46.00	\$20,792.00	\$5,198.00	401	108	\$18,440.48	\$4,988.88	\$23,429.36
58	2512-0750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		\$36.00	\$5,328.00	\$0.00	132.0	0.0	\$4,752.00	\$0.00	\$4,752.00
59	2515-0475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	80.0	\$44.00	\$14,168.00	\$3,520.00	322.0	56.9	\$14,168.00	\$2,503.60	\$16,671.60
60	2515-0475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	\$47.00	\$79,618.00	\$19,928.00	1834.3	424.0	\$86,213.98	\$19,928.00	\$106,141.98
61	2515-0745600	REMOVAL OF PAVED DRIVEWAY	SY	2,804.0		\$3.00	\$8,712.00	\$0.00	2232.9	0.0	\$6,698.58	\$0.00	\$6,698.58
62	2516-0625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	79.0		\$450.00	\$35,550.00	\$0.00	82.9	0.0	\$37,305.00	\$0.00	\$37,305.00
63	2519-1002048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	86.0		\$50.00	\$4,400.00	\$0.00	88.0	0.0	\$4,400.00	\$0.00	\$4,400.00
64	2519-0200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0		\$24.00	\$2,736.00	\$0.00	125.0	0.0	\$3,000.00	\$0.00	\$3,000.00
65	2524-0765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52		\$250.00	\$13,000.00	\$0.00	26	0	\$6,500.00	\$0.00	\$6,500.00
66	2524-0765110	REMOVAL OF TYPE A SIGN	EACH	1		\$200.00	\$200.00	\$0.00	29	0	\$5,800.00	\$0.00	\$5,800.00
67	2524-0275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4IN	LF	352.0		\$15.00	\$5,280.00	\$0.00	434.0	0.0	\$6,510.00	\$0.00	\$6,510.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
68	2554-925001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		\$50.00	\$650.00		171	0	\$8,535.00	\$0.00	\$8,535.00
69	2555-0000100	TRAFFIC SIGNALIZATION	LS		1.00	\$315,000.00	\$0.00	\$315,000.00	0.00	0.96	\$0.00	\$302,085.00	\$302,085.00
70	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.60		\$40.00	\$5,744.00		277.30	0.00	\$11,092.00	\$0.00	\$11,092.00
71	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	\$80.00	\$8,488.00	\$2,120.00	128.32	26.50	\$10,265.60	\$2,120.00	\$12,385.60
72	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		\$120.00	\$12,516.00		83.38	0.00	\$10,005.60	\$0.00	\$10,005.60
73	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		\$80.00	\$720.00		20	0	\$1,600.00	\$0.00	\$1,600.00
74	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	\$130.00	\$1,820.00	\$1,560.00	14	12	\$1,820.00	\$1,560.00	\$3,380.00
75	2527-9263152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		\$250.00	\$2,000.00		3	0	\$750.00	\$0.00	\$750.00
76	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	158.00		\$30.00	\$4,740.00		158.00	0.00	\$4,740.00	\$0.00	\$4,740.00
77	2527-9263180	SYMBOLS AND LEGENDS REMOVED	EACH	14		\$100.00	\$1,400.00		17	0	\$1,700.00	\$0.00	\$1,700.00
78	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	20.5	\$41.00	\$4,350.10	\$1,086.50	128.32	20.50	\$5,261.12	\$1,086.50	\$6,347.62
79	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	\$100.00	\$1,400.00	\$1,200.00	14	12	\$1,400.00	\$1,200.00	\$2,600.00
80	2528-32519000	SAFETY CLOSURE	EACH	44		\$200.00	\$8,800.00		48	0	\$9,600.00	\$0.00	\$9,600.00
81	2528-3160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 16, 2021	LS	1.00		\$60,000.00	\$60,000.00		1.00	0.00	\$60,000.00	\$0.00	\$60,000.00
82	2528-3160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 2022	LS	1.00		\$50,000.00	\$50,000.00		1.00	0.00	\$50,000.00	\$0.00	\$50,000.00
83	2528-4445110	TRAFFIC CONTROL	LS	1.00		\$59,550.00	\$59,550.00		1.00	0.00	\$59,550.00	\$0.00	\$59,550.00
84	2528-4445113	FLAGGERS	LF	100.0		\$605.00	\$60,500.00		14.0	0.0	\$8,470.00	\$0.00	\$8,470.00
85	2528-4109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		\$12.00	\$18,132.00		1511	0	\$18,132.00	\$0.00	\$18,132.00
86	2528-9260500	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70		\$100.00	\$7,000.00		96	0	\$9,600.00	\$0.00	\$9,600.00
87	2533-4880005	MOBILIZATION	LS	1.00		\$85,000.00	\$85,000.00		1.00	0.00	\$85,000.00	\$0.00	\$85,000.00
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		\$150.00	\$15,300.00		58	0	\$8,700.00	\$0.00	\$8,700.00
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		\$80.00	\$69,440.00		807	0	\$72,612.00	\$0.00	\$72,612.00
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		\$15.00	\$14,130.00		3055	0	\$45,825.00	\$0.00	\$45,825.00
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	495		\$35.00	\$17,325.00		664	0	\$23,236.50	\$0.00	\$23,236.50
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		\$100.00	\$1,800.00		10	0	\$1,000.00	\$0.00	\$1,000.00
93	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00		16	0	\$4,800.00	\$0.00	\$4,800.00
94	2554-0205300	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		\$600.00	\$600.00		1	0	\$600.00	\$0.00	\$600.00
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00		16	0	\$4,800.00	\$0.00	\$4,800.00
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		\$700.00	\$700.00		1	0	\$700.00	\$0.00	\$700.00
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		\$8,600.00	\$51,600.00		5	0	\$5,500.00	\$0.00	\$5,500.00
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		\$1,700.00	\$1,700.00		4	0	\$6,800.00	\$0.00	\$6,800.00
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		\$2,800.00	\$2,800.00		2	0	\$5,600.00	\$0.00	\$5,600.00
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		\$5,000.00	\$30,000.00		3	0	\$15,000.00	\$0.00	\$15,000.00
101	2554-0210201	FIRE HYDRANT ASSEMBLY, VM-201	EACH	11		\$6,400.00	\$70,400.00		10	0	\$64,000.00	\$0.00	\$64,000.00
102	2554-0212030	VALVE BOX REPLACEMENT	EACH	22		\$750.00	\$16,500.00		6	0	\$4,200.00	\$0.00	\$4,200.00
103	2555-0000310	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1.00		\$2,500.00	\$2,500.00		0.00	0.00	\$0.00	\$0.00	\$0.00
104	2559-9999005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		\$1,200.00	\$7,200.00		7	0	\$8,400.00	\$0.00	\$8,400.00
105	2559-9999005	ROCK INLET FILTER	EACH	41		\$250.00	\$10,250.00		0	0	\$0.00	\$0.00	\$0.00
106	2559-9999005	SUBDRAIN CLEANOUT, PER PLAN	EACH	28		\$1,500.00	\$30,000.00		21	0	\$31,500.00	\$0.00	\$31,500.00
107	2559-9999005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	97		\$300.00	\$29,100.00		87	0	\$26,100.00	\$0.00	\$26,100.00
108	2559-9999005	WATER SERVICE STUB, TEMPORARY	EACH	14		\$1,800.00	\$25,200.00		2	0	\$3,600.00	\$0.00	\$3,600.00
109	2559-9999009	HANDRAIL	LF	15.0		\$200.00	\$3,000.00		15.0	0.0	\$3,000.00	\$0.00	\$3,000.00
110	2559-9999009	REMOVE WATER MAIN	LF	464.0		\$30.00	\$13,920.00		196.8	0.0	\$5,904.00	\$0.00	\$5,904.00
111	2559-9999009	STORM SEWER SERVICE STUB	LF	278.0		\$50.00	\$13,900.00		214.0	0.0	\$10,700.00	\$0.00	\$10,700.00

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed
112	2559-9999009	SUBDRAIN, CORRUGATED PVC, TYPE 2, 8 IN	LF	6,439.0		\$20.00	\$128,780.00	\$0.00	5719.0	0.0	\$114,380.00	\$0.00	\$114,380.00
113	2559-9999009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		\$25.00	\$3,850.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00
114	2559-9999010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	0.75	0.00	\$45,000.00	\$0.00	\$45,000.00
115	2559-9999010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		\$17,500.00	\$17,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
116	2559-9999010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		\$1,000.00	\$1,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00
117	2559-9999010	WATER SERVICE WITH BLOWOFF	LS	1.00		\$4,000.00	\$4,000.00	\$0.00	1.00	0.00	\$4,000.00	\$0.00	\$4,000.00
118	2559-9999014	COMBINED CONCRETE STEPS AND RETAINING WALL	SF	85		\$150.00	\$12,750.00	\$0.00	85	0	\$12,750.00	\$0.00	\$12,750.00
119	2559-9999014	DETECTABLE WARNINGS, TEMPORARY SIDEWALKS	SF	78		\$46.00	\$3,588.00	\$0.00	78	0	\$3,588.00	\$0.00	\$3,588.00
120	2559-9999018	SPECIAL COMPACTION OF SUBGRADE, 6 IN	SY	14702.0	3390.0	\$1.50	\$22,053.00	\$5,085.00	14702.0	3390.0	\$22,053.00	\$5,085.00	\$27,138.00
121	2559-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		\$2.75	\$15,380.75	\$0.00	5769.5	0.0	\$15,866.15	\$0.00	\$15,866.15
122	2559-9999018	TEMPORARY GRANULAR SIDEWALK	SY	375.0		\$20.00	\$7,500.00	\$0.00	106.7	0.0	\$2,133.60	\$0.00	\$2,133.60
123	2601-2033100	MOWING	ACRE	5.0		\$125.00	\$625.00	\$0.00	1.0	0.0	\$125.00	\$0.00	\$125.00
124	2601-2034105	MULCHING, BONDED FIBER MATRIX	ACRE	8.0		\$2,285.00	\$18,280.00	\$0.00	8.0	0.0	\$18,280.00	\$0.00	\$18,280.00
125	2601-2036044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		\$1,580.00	\$2,370.00	\$0.00	2.2	0.0	\$3,476.00	\$0.00	\$3,476.00
126	2601-2042120	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		\$550.00	\$2,750.00	\$0.00	3.6	0.0	\$1,986.50	\$0.00	\$1,986.50
127	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN DIA.	LF	7152.0		\$1.85	\$13,846.40	\$0.00	615.0	0.0	\$1,188.25	\$0.00	\$1,188.25
128	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		\$0.25	\$1,788.00	\$0.00	132.0	0.0	\$33.00	\$0.00	\$33.00
129	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$85.00	\$5,270.00	\$0.00	53	0	\$5,035.00	\$0.00	\$5,035.00
130	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
131	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00	\$0.00	53	0	\$1,060.00	\$0.00	\$1,060.00
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		\$500.00	\$7,000.00	\$0.00	13	0	\$6,500.00	\$0.00	\$6,500.00
CHANGE ORDER 1													
8001	2554-0112008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		\$111.00	\$15,318.00	\$0.00	138.0	0	\$15,318.00	\$0.00	\$15,318.00
8002	2559-9999010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		\$2,000.00	\$2,000.00	\$0.00	1.0	0	\$2,000.00	\$0.00	\$2,000.00
CHANGE ORDER 2													
8003	2559-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		\$665.00	\$1,330.00	\$0.00	2.0	0	\$1,330.00	\$0.00	\$1,330.00
8004	2559-9999010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00
8005	2559-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		\$662.00	\$1,324.00	\$0.00	2.0	0	\$1,324.00	\$0.00	\$1,324.00
8006	2559-9999010	RELOCATE EXISTING WATER SERVICE	LS	1.0		\$1,800.00	\$1,800.00	\$0.00	1.0	0	\$1,800.00	\$0.00	\$1,800.00
8007	2559-9999005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		\$1,463.00	\$1,463.00	\$0.00	1.0	0	\$1,463.00	\$0.00	\$1,463.00
8008	2559-9999009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		\$52.00	\$1,092.00	\$0.00	21.0	0	\$1,092.00	\$0.00	\$1,092.00
8009	2559-9999014	SPECIAL BACKFILL FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		\$5.00	\$320.00	\$0.00	64.0	0	\$320.00	\$0.00	\$320.00
CHANGE ORDER 3													
8010	2559-9999010	ROOF DRAIN CONNECTIONS TO SUBDRAIN	LS	1.0		\$2,830.00	\$2,830.00	\$0.00	1.0	0	\$2,830.00	\$0.00	\$2,830.00
8011	2559-9999010	REMOVAL OF TAPPING SLEEVE AND VALVE	LS	1.0		\$8,248.00	\$8,248.00	\$0.00	1.0	0	\$8,248.00	\$0.00	\$8,248.00
8012	2559-9999010	REMOVAL AND RE-INSTALLATION OF HANDRAIL	LS	1.0		\$500.00	\$500.00	\$0.00	1.0	0	\$500.00	\$0.00	\$500.00
CHANGE ORDER 4													
8013	2559-9999010	TRAFFIC CONTROL - LANE WIDTH RESTRICTION, TWO EXTRA 48X48 SIGNS	LS	1.0		\$440.00	\$440.00	\$0.00	1.0	0.0	\$440.00	\$0.00	\$440.00
8014	2559-9999010	TRAFFIC CONTROL - WINTER SHUTDOWN, EXTRA SIGNS W/ PLACQUES AND DRUMS W/ RINGS	LS	1.0		\$2,272.00	\$2,272.00	\$0.00	1.0	0.0	\$2,272.00	\$0.00	\$2,272.00
8015	2559-9999010	TRAFFIC CONTROL - PEDESTRIAN DETOUR, PEDESTRIAN DIVERSION	LS	1.0		\$5,087.00	\$5,087.00	\$0.00	1.0	0.0	\$5,087.00	\$0.00	\$5,087.00
8016	2554-0132012	12" DUCTILE IRON PIPE	LF	71.0		\$162.00	\$11,502.00	\$0.00	71.0	0.0	\$11,502.00	\$0.00	\$11,502.00
CHANGE ORDER 5													
8017	2559-9999010	SPECIAL TREE REMOVAL	LS	1.0		\$8,250.00	\$8,250.00	\$0.00	1.0	0.0	\$8,250.00	\$0.00	\$8,250.00
							SUBTOTAL	\$614,505.50			\$4,394,610.92	\$594,341.91	\$4,988,952.83

MATERIALS STORED SUMMARY

MATERIALS STORED SUMMARY							
Description	# of Units		Total Units	Unit Price	Div. 1 Ext. Cost	Div. 2 Ext. Cost	Total Cost
	Div. 1	Div. 2					
							\$0.00
							\$0.00
				SUBTOTAL	\$0.00	\$0.00	\$0.00

PAY REQUEST SUMMARY

PAY REQUEST SUMMARY			
	Contract Price	Total Approved	Total Completed
	Approved Change Order 1	\$5,156,005.75	\$4,988,852.83
	Approved Change Order 2	\$17,218.00	
	Approved Change Order 3	\$8,129.00	
	Approved Change Order 4	\$11,578.00	
	Approved Change Order 5	\$19,301.00	
	Approved Change Order 6	\$8,250.00	
	Approved Change Order 7	\$0.00	
	Revised Contract Price	\$5,221,581.75	\$4,988,852.83
		Materials Stored	\$0.00
		Retainage	\$30,000.00
		Total Earned Less Retainage	\$4,958,852.83
Total Previously Approved (list each)	Pay Request 1	\$227,434.02	
	Pay Request 2	\$147,190.27	
	Pay Request 3	\$462,888.08	
	Pay Request 4	\$502,416.35	
	Pay Request 5	\$362,376.18	
	Pay Request 6	\$739,745.36	
	Pay Request 7	\$258,008.19	
	Pay Request 8	\$50,100.60	
	Pay Request 9	\$11,578.00	
	Pay Request 10	\$92,984.18	
	Pay Request 11	\$108,114.16	
	Pay Request 12	\$143,375.15	
	Pay Request 13	\$575,089.51	
	Pay Request 14	\$472,124.04	
	Pay Request 15	\$284,391.33	
	Pay Request 16	\$284,168.06	
	Pay Request 17	\$213,474.85	
	Total Previously Approved		\$4,945,418.33
	Amount Due This Request		\$15,524.50
	Percent Complete		95.5%
	Percent of Contract Period Utilized (2022 Working Days)		100.0%

The amount **\$13,534.50** is recommended for approval for payment in accordance with the terms of the Contract.



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$130,628.89 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

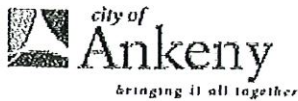
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
Contractor: Synergy Contracting, LLC
Address: 7481 US Highway 69, Des Moines, Iowa 50320
Finance Budget Code: 629.3629.4450 Finance Project #: 629.4450
Finance Budget Code: 688.3688.4453 Finance Project #: 688.4453
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: October 3, 2022 Vendor Account #: 5089

Date of Council Meeting: January 17, 2023 Payment Application #: 2

Payment Period: From: December 10, 2022 Through: December 30, 2022

Contract Summary:

Original Contract Amount: \$ 5,778,405.00

Net Change by Change Orders: \$ -

Contract Amount to Date: (line 1 ± 2) \$ 5,778,405.00

Total Completed and Stored to Date: \$ 254,739.09

Retainage: 5 % of Completed Work: \$ 12,736.95

Total Earned Less Retainage: \$ 242,002.14

Less Previous Applications for Payment: \$ 111,373.25

SUBTOTAL: \$ 130,628.89

OTHER CHARGES: \$ -

Current Payment Due - Division 1 (629.4450) \$ 87,081.65

Current Payment Due - Division 2 (688.4453) \$ 43,547.24

CURRENT PAYMENT DUE: \$ 130,628.89

Balance to Finish, Including Retainage: \$ 5,536,402.86

Contract Time Remaining (Division 1): 170.00 Working Days

Contract Time Remaining (Division 2): 53.00 Working Days

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

Construction Contractor Approval: Synergy Contracting, LLC

Signature: [Signature] Date: 1-6-23

Engineer / Consultant Approval: Snyder & Associates, Inc.

Signature: [Signature] Date: 1/5/23

City of Ankeny Staff Approval:

Signature: [Signature] Date: 1-6-23

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

Date Printed: 1/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	December 19, 2022	\$ 111,373.25
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
13		\$ -
14		\$ -
15		\$ -
16		\$ -
17		\$ -
18		\$ -
19		\$ -
20		\$ -
21		\$ -
22		\$ -
23		\$ -
24		\$ -
25		\$ -
26		\$ -
27		\$ -
28		\$ -
29		\$ -
30		\$ -
31		\$ -
32		\$ -
33		\$ -
34		\$ -
35		\$ -

Previous Applications for Payment:

No.	Date	Amount
36		
37		
38		
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70		

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
4		
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15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date (Div.I):	November 1, 2022
Construction Start Date (Div.II):	April 1, 2022

Full Completion (Div. 1)

Contract Working Days:	170.0
Added by Change Order:	0.0
Total Working Days:	170.0
Working Days Used to Date:	0.0
Working Days Remaining:	170.0

Full Completion (Div. 2):

Contract Working Days:	90.0
Added by Change Order:	0.0
Total Working Days:	90.0
Working Days Used to Date:	37.0
Working Days Remaining:	53.0

PREVIOUS PAY APPS TOTAL = \$ 111,373.25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00		\$ -	40.50	40.50	\$ 1,215.00	9.50	81.00%
2	Clearing and Grubbing, General	LS	1.00		1.00	\$ 108,000.00	\$ 108,000.00	0.33	\$ 35,640.00	0.33	0.66	\$ 71,280.00	0.34	66.00%
TRENCH EXCAVATION AND BACKFILL														
3	Trench Foundation	TON	820.00		820.00	\$ 56.00	\$ 45,920.00		\$ -	0.00	0.00	\$ -	820.00	0.00%
4	Special Pipe Support	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5	Trench Compaction Testing	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
SEWERS AND DRAINS														
6	Drain Tile Repair	EA	2.00		2.00	\$ 1,750.00	\$ 3,500.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
WATER MAINS AND APPURTENANCES														
7	Water Main, Trenched, PVC, 24"	LF	4,815.00		4,815.00	\$ 406.00	\$ 1,954,890.00		\$ -	0.00	0.00	\$ -	4,815.00	0.00%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 406.00	\$ 2,032,030.00		\$ -	0.00	0.00	\$ -	5,005.00	0.00%
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100.00		100.00	\$ 1,001.00	\$ 100,100.00		\$ -	0.00	0.00	\$ -	100.00	0.00%
10	Fitting, Bend, 24"	EA	18.00		18.00	\$ 6,720.00	\$ 120,960.00		\$ -	0.00	0.00	\$ -	18.00	0.00%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	\$ 5,460.00	\$ 54,600.00		\$ -	0.00	0.00	\$ -	10.00	0.00%
12	Connect to Existing, 24"	EA	2.00		2.00	\$ 9,100.00	\$ 18,200.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
13	Valve, Gate, 24"	EA	1.00		1.00	\$ 46,550.00	\$ 46,550.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	7.00		7.00	\$ 16,170.00	\$ 113,190.00		\$ -	0.00	0.00	\$ -	7.00	0.00%
STREETS AND RELATED WORK														
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	200.00	0.00%
16	Removal of Recreational Trail	SY	860.00		860.00	\$ 14.00	\$ 12,040.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	\$ 72.00	\$ 61,920.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	\$ 60.00	\$ 14,400.00		\$ -	0.00	0.00	\$ -	240.00	0.00%
19	Subbase Over-Excavation	TON	55.00		55.00	\$ 56.00	\$ 3,080.00		\$ -	0.00	0.00	\$ -	55.00	0.00%
20	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
21	Handhole, Type III	EA	3.00		3.00	\$ 3,220.00	\$ 9,660.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
22	Conduit, 2"	LF	2,340.00		2,340.00	\$ 35.00	\$ 81,900.00		\$ -	0.00	0.00	\$ -	2,340.00	0.00%
TRAFFIC CONTROL														
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
SITE WORK AND LANDSCAPING														
24	Conventional Seeding, Type 1	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
26	Wattles, 6"	LF	6,400.00		6,400.00	\$ 2.00	\$ 12,800.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
27	Wattles, Removal	LF	6,400.00		6,400.00	\$ 1.00	\$ 6,400.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	\$ 3,600.00	\$ 16,560.00		\$ -	0.00	0.00	\$ -	4.60	0.00%
29	Inlet Protection Device	EA	7.00		7.00	\$ 180.00	\$ 1,260.00		\$ -	0.00	0.00	\$ -	7.00	0.00%
30	Tree Protection Fence	LF	750.00		750.00	\$ 6.00	\$ 4,500.00		\$ -	0.00	0.00	\$ -	750.00	0.00%
MISCELLANEOUS														
31	Mobilization	LS	1.00		1.00	\$ 81,000.00	\$ 81,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
32	Concrete Washout	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
CHANGE ORDER ITEMS														
STORED MATERIALS														
	Fitting, 24" 11-1/4 Bend				10.00	\$ 1,720.00	\$ 17,200.00	10.00	\$ 17,200.00		10.00	\$ 17,200.00	0.00	100.00%
	Fitting, 24" Solid Sleeve				10.00	\$ 1,355.39	\$ 13,553.90	7.00	\$ 9,487.73		7.00	\$ 9,487.73	3.00	70.00%
	Fitting, 24"x6" Tee				7.00	\$ 2,101.48	\$ 14,710.36	7.00	\$ 14,710.36		7.00	\$ 14,710.36	0.00	100.00%
	Joint Restraint, 24"				56.00	\$ 489.26	\$ 27,398.56	23.00	\$ 11,252.98		23.00	\$ 11,252.98	33.00	41.07%
	Valve Box				8.00	\$ 230.26	\$ 1,842.08	8.00	\$ 1,842.08		8.00	\$ 1,842.08	0.00	100.00%
	Holding Spool, 24"x6"				7.00	\$ 218.82	\$ 1,531.74	7.00	\$ 1,531.74		7.00	\$ 1,531.74	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$5,036,555.64 PAY PERIOD = \$ 91,664.89

COMPLETED = \$ 128,519.89

2.55%

DIVISION 2 - DRAINAGE IMPROVEMENTS

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

15.44%



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
12/29/2022	S100025458.002
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSIDE RD FREMONT, NE 68025	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1913	22051AK		Mike Burton	
WRITER		SHIP VIA	TERMS	SHIP DATE
JESSE RYNEARSON		OT OUR TRUCK	Net 30 Days	12/29/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
10ea	10ea	24" DI MJ 11-1/4 C153 DOMESTIC	1720.000/ea	17200.00
		24MJ1114DOM		
10ea	7ea	24" x 9.5" DI MJ SHORT SOLID	1355.390/ea	9487.73
		SLEEVE C153 DOMESTIC		
7ea	7ea	24" X 6" DI MJ SWIVEL TEE C153	2101.480/ea	14710.36
		DOMESTIC		
		246MJSTDOM		

Invoice is due by 01/28/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	41398.09
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	41398.09

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.
Printed By: SARKNE on 12/30/2022 4:55:07 PM CST



AMERICAN UNDERGROUND SUPPLY DE SOTO
33 ELLEFSON DRIVE
DE SOTO, IA 50069
Phone
Fax



Invoice

INVOICE DATE	INVOICE NUMBER
12/19/2022	S100025458.001
REMIT TO: AMERICAN UNDERGROUND SUPPLY 3008 MORNINGSTAR RD FREMONT, NE 68025	
PAGE NO.	
1 of 2	

BILL TO:

SHIP TO:

SYNERGY CONTRACTING LLC
7481 US HWY 69
DES MOINES, IA 50320

SYNERGY CONTRACTING LLC
PRAIRIE RIDGE AQUATIC CENTER
1220 NW PRAIRIE RIDGE DR
SETH 515-410-6304
ANKENY, IA 50023

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
1913		22051AK				Mike Burton		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
JESSE RYNEARSON			OT OUR TRUCK		Net 30 Days		12/19/2022	12/07/2022
ORDER QTY	SHIP QTY	DESCRIPTION					UNIT PRICE	EXT PRICE
36ea	36ea	BID ITEM 7					489.260/ea	17613.36
		BID ITEM 8						
		****40' LENGTH****						
		BID ITEM 9						
20ea	13ea	BID ITEM 10					489.260/ea	6360.38
		24" MJ TUFGRIP WEDGE TYPE RESTRAINT						
		FOR PVC PIPE.						
		24TUFGRIPPVC						
					Subtotal -----		17613.36	
1ea	1ea	BID ITEM 11					230.260/ea	230.26
		BID ITEM 12						
		BID ITEM 13						
		664S VALVE BOX DOMESTIC TYLER						
7ea	7ea	DOMESTIC					218.820/ea	1531.74
		664SDOMESTIC						
		*** Special Order Item ***						
		Subtotal -----						
BID ITEM 14								
6" X 24" SVL X SVL HOLDING SPOOL								
624HS								

** Continued on Next Page **



Invoice

INVOICE DATE	INVOICE NUMBER	PAGE NO.
12/19/2022	S100025458.001	2 of 2

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
7ea	7ea	664S VALVE BOX DOMESTIC TYLER DOMESTIC 664SDOMESTIC *** Special Order Item ***	230.260/ea	1611.82
		Subtotal -----		3143.56
		MISC ITEMS		
		DIVISION 2 BID ITEM 40 BID ITEM 41 BID ITEM 42 BID ITEM 43 MISC. ITEM FOR TILE REPAIRS		

Invoice is due by 01/18/2023

Past Due invoices may be subject to 1.50% late charge.

Subtotal	27347.56
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	27347.56

This Invoice, together with the AUS Terms and Conditions located at ausupply.com and incorporated by this reference, form the entire agreement between the parties in respect of the products set forth herein. Notwithstanding anything to the contrary in any document provided by Buyer, any product provided by Seller to Buyer related to this Invoice, is conditioned upon Buyer's acceptance of the AUS Terms and Conditions. Any additional, conflicting or different terms proffered by Buyer shall be deemed null and void.

Printed By: SARKNE on 12/20/2022 8:25:37 PM CST



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$158,944.50 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4



Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: January 17, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: November 25, 2022 Through: December 25, 2022

Contract Summary

Original Contract Amount:	\$	2,989,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00	
Total completed and stored to date:	\$	1,296,672.14	
Retainage: 5 % of Completed Work:	\$	64,833.61	
Total Earned less Retainage:	\$	1,231,838.53	
Less previous applications for payment:	\$	1,072,894.03	
SUBTOTAL	\$	158,944.50	
OTHER CHARGES (Attach an Itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	158,944.50	
Balance to finish, including retainage:	\$	1,757,961.47	
Contract Time Remaining (If applicable)	-	Working Days	

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

Construction Contractor Approval: WRH, Inc

Signature: Bud Maynard Date: December 28, 2022
Firm Name

Engineer / Consultant Approval: FOX Strand

Signature: [Signature] Date: 1/3/2023
Firm Name

City of Ankeny Staff Approval:

Signature: [Signature] Date: 1/3/23

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DCClark@AnkenyIowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2022	\$ 279,932.94
2	November 30, 2022	\$ 561,483.66
3	December 27, 2022	\$ 231,477.42
4		
5		
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8	-	
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,072,894.02

Record of Change Orders

No.	Date	Amount
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
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19		
20		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Contractor's Application for Payment

Owner:	City of Ankeny		Owner's Project No.:	
Engineer:	FOX Strand		Engineer's Project No.:	3379-20A.600
Contractor:	WRH, Inc.		Contractor's Project No.:	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building			
Contract:				
Application No.:	4	Application Date:	12/26/2022	
Application Period:	From	11/25/2022	to	12/25/2022

1. Original Contract Price	\$	2,989,800.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,296,672.14
5. Retainage		
a. 5% X \$ 1,069,544.38 Work Completed =	\$	53,477.22
b. 5% X \$ 227,127.76 Stored Materials =	\$	11,356.39
c. Total Retainage (Line 5.a + Line 5.b)	\$	64,833.61
6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,231,838.53
7. Less previous payments (Line 6 from prior application)	\$	1,072,894.03
8. Amount due this application	\$	158,944.50
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	1,757,961.47

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

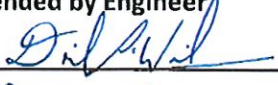
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: WRH Inc

Signature: Bud Maynard

Date: 12/28/2022

Recommended by Engineer

By: 
 Title: PROJECT ENGINEER
 Date: 1/3/2023

Approved by Owner

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 4		Application Period:		From	11/25/22		to	12/25/22		Application Date:		12/26/22
A	B	C	D		E	F		G	H	I		
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)									
Original Contract												
	Bonds and Insurance	\$ 35,000.00			-		35,000.00	100%	-			
	Mobilization In	\$ 129,000.00			1,500.00		123,500.00	96%	5,500.00			
	Project Administration	\$ 65,000.00			1,500.00		56,000.00	86%	9,000.00			
	Temporary Facilities	\$ 5,000.00			110.00		4,560.00	91%	440.00			
	Safety	\$ 4,500.00			500.00		2,500.00	56%	2,000.00			
	Sitework	\$ 94,500.00			-		26,000.00	28%	68,500.00			
	SWPPP	\$ 7,500.00			500.00		3,000.00	40%	4,500.00			
	Site Clean-up	\$ 5,000.00			500.00		500.00	10%	4,500.00			
	Water line	\$ 170,000.00			-	26,731.43	96,731.43	57%	73,268.57			
	WLF	\$ 60,000.00		-		27,714.78	27,714.78	46%	32,285.22			
	Sanitary Line, Material	\$ 9,000.00					-	0%	9,000.00			
	Excavation and Backfill	\$ 45,000.00			8,000.00		29,500.00	66%	15,500.00			
	Seeding	\$ 15,000.00			-		-	0%	15,000.00			
	Pre Cast Concrete	\$ 40,000.00			21,312.00		15,455.00	92%	3,233.00			
	Concrete, paving/sidewalk	\$ 44,500.00			-		-	0%	44,500.00			
	Concrete, building	\$ 25,000.00			21,500.00		21,500.00	86%	3,500.00			
	Concrete, Generator Pad	\$ 4,500.00			-		-	0%	4,500.00			
	Concrete, VFD Pad	\$ 3,000.00					-	0%	3,000.00			
	Concrete, Transformer Pad	\$ 3,000.00					-	0%	3,000.00			
	Rebar Materials	\$ 15,000.00		8,059.38	-	5,017.10	13,076.48	87%	1,923.52			
	Misc Metals	\$ 20,000.00		14,445.00	-	3,600.00	18,045.00	90%	1,955.00			
	Painting	\$ 15,000.00					-	0%	15,000.00			
	Masonry	\$ 180,000.00			10,000.00		180,000.00	100%	-			
	Roofing	\$ 75,000.00		65,000.00	-		65,000.00	87%	10,000.00			
	Doors/Windows	\$ 44,300.00				30,908.00	30,908.00	70%	13,392.00			
	Well Pump	\$ 179,000.00					-	0%	179,000.00			
	Well Pump Column	\$ 95,000.00			-	67,898.00	67,898.00	71%	27,102.00			
	Downhole Valve	\$ 107,000.00			-	20,319.00	20,319.00	19%	86,681.00			
	Pitless Unit	\$ 71,000.00			71,000.00		71,000.00	100%	-			
	Submersible Motor	\$ 125,000.00					-	0%	125,000.00			
	Well Disinfection/Start up	\$ 3,000.00					-	0%	3,000.00			
	Chemical Feed Equipment	\$ 90,000.00					-	0%	90,000.00			
	Process Piping	\$ 30,000.00				3,294.20	3,294.20	11%	26,705.80			
	Valves, Material	\$ 50,000.00		2,500.00	-	17,265.00	19,765.00	40%	30,235.00			

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 4		Application Period:		From		11/25/22		to		12/25/22		Application Date:		12/26/22	
A	B	C	D		E		F	G	H	I					
Item No.	Description	Scheduled Value (\$)	Work Completed		This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)						
			(D + E) From Previous Application (\$)												
	Electrical, Misc.	\$ 5,000.00		2,200.00	-		2,200.00	44%	2,800.00						
	Electric Underground	\$ 80,000.00		38,648.00	-		38,648.00	48%	41,352.00						
	Electrical Rough in's	\$ 75,000.00		17,500.00	45,000.00		62,500.00	83%	12,500.00						
	Electrical Branch/Feeder Wire	\$ 110,000.00			12,000.00		70,920.00	64%	39,080.00						
	Electrical Gear/Equipment	\$ 270,000.00		79,000.00	-		79,000.00	29%	191,000.00						
	Electrical, Lighting	\$ 15,000.00		1,800.00	-		1,800.00	12%	13,200.00						
	Electrical, Generator	\$ 235,000.00					-	0%	235,000.00						
	Electrical, Fire Alarm	\$ 15,000.00					-	0%	15,000.00						
	Electrical, Mobilization/Temp service	\$ 12,000.00		6,200.00	3,000.00		9,200.00	77%	2,800.00						
	Electrical Controls/Instrumentation	\$ 93,000.00					-	0%	93,000.00						
	Mechanical, Mobilization	\$ 2,700.00		2,700.00	-		2,700.00	100%	-						
	HVAC Equipment	\$ 76,000.00					-	0%	76,000.00						
	HVAC Materials (ductwork etc)	\$ 5,800.00					-	0%	5,800.00						
	Testing Adjusting	\$ 1,500.00					-	0%	1,500.00						
	Balancing	\$ 1,000.00					-	0%	1,000.00						
	Plumbing	\$ 35,000.00		10,000.00	12,500.00		22,500.00	64%	12,500.00						
	UG Plumbing	\$ 21,000.00		21,000.00	-		21,000.00	100%	-						
	AG Plumbing	\$ 27,000.00		23,500.00	1,200.00		24,700.00	91%	2,300.00						
	Insulation	\$ 5,000.00					-	0%	5,000.00						
	Fire Sprinklers	\$ 25,000.00				8,925.25	8,925.25	36%	16,074.75						
	Casework	\$ 16,000.00					-	0%	16,000.00						
							-	-	-						
							-	-	-						
Original Contract Totals		\$ 2,989,800.00	\$ 902,234.38	\$ 167,310.00	\$ 227,127.76	\$ 1,296,672.14	43%	\$ 1,693,127.86							

Contractor's Application for Payment

Owner's Project No.:	3379-20A.600
Engineer's Project No.:	2202-00-1389
Contractor's Project No.:	

[illegible]

Original Contract and Change Orders														
Project Totals		\$	2,989,800.00	\$	902,234.38	\$	167,310.00	\$	227,127.76	\$	1,296,672.14	43%	\$	1,693,127.86



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the January 17, 2023 Accounts Payable. (Finance Committee: J. Perry, Chp, J. Ruddy, T. Shafer)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

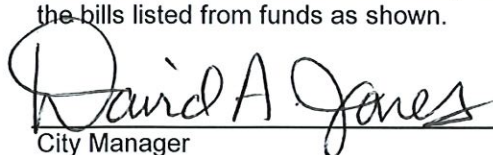
Click to download
 AP Recap
 AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
FORM (2)

Fund		PAYMENTS
100	General Fund	\$ 180,531.93
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	3,420.00
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	110,031.63
270	Seizure Fund	780.99
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	1,250.00
300	Debt Service Fund	-
430	Library Foundation Fund	1,005.13
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	803,473.56
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	506,004.10
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	210.15
590	Golf Course Fund	5,741.83
600-699	Enterprise Project Funds	382,809.90
710	Revolving Fund	51,196.20
720	Risk Management Fund	91,352.40
730	Health Insurance Fund	5,581.39
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	165,293.10
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	1,000.00
896-998	Capital Projects Funds	685,557.48
Sub Total		\$ 2,995,239.79
Payroll Totals		1,314,049.93
Service Transfers/ACH Drafts		(197,267.65)
Agenda Payments Approved Separately		(994,574.38)
Grand Total		<u>\$ 3,117,447.69</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.


City Manager


Date

VENDOR SET: 01 City of Ankeny
 BANK: * ALL BANKS
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/17/2023			241536		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	0.00	0.00	0.00
BANK: TOTALS:	1	0.00	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001844	A TECH INC-TCI							
I-565940	INSPECT/TEST/TAG -OC	E	1/19/2023	159.00		006407		
I-571707	SECURITY SYSTEM CALL - PSB	E	1/19/2023	235.00		006407		
I-571798	PSB ALARM PANEL REPLACE	E	1/19/2023	1,495.00		006407		1,889.00
	*** VENDOR TOTALS ***					1 CHECKS		1,889.00
001310	ALAN W ABBOTT							
I-1/04/2023	MEDICAL CLAIMS REIMBRSM	R	1/17/2023	1,250.00		241462		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
004997	ABSOLUTE CONCRETE							
I-PAY 8-SE3RD ST UTL	PAY 8-SE 3RD ST UTL IMP-PH1	R	1/17/2023	85,369.85		241463		
I-PAY 9-NE36THRECON	PAY 9-NE 36TH RECON/I35/4MD	R	1/17/2023	501,812.87		241463		587,182.72
	*** VENDOR TOTALS ***					1 CHECKS		587,182.72
000164	G & S HARDWARE INC							
I-208501/2	BATTERY PACK - CG	R	1/17/2023	133.97		241464		
I-208514/2	SCREWS - PKS	R	1/17/2023	3.99		241464		137.96
	*** VENDOR TOTALS ***					1 CHECKS		137.96
008252	D H PACE COMPANY INC							
I-SVC/71635	LUBRICATE DOOR - PD	E	1/19/2023	205.00		006434		205.00
	*** VENDOR TOTALS ***					1 CHECKS		205.00
000026	AHLERS & COONEY PC							
I-836345	CHERRY GLEN BALLFIELDS	E	1/19/2023	1,900.00		006389		
I-836346	12/15/22 SVCS NW NRTHLWN UTILY	E	1/19/2023	1,900.00		006389		
I-836347	12/15/22 SVCS NE CRESTMOOR SWR	E	1/19/2023	1,900.00		006389		
I-836348	12/15/22 SVCS NW 18TH ST CNCTN	E	1/19/2023	1,900.00		006389		7,600.00
	*** VENDOR TOTALS ***					1 CHECKS		7,600.00
009981	ALL CITY MANAGEMENT SERVICES,							
I-82198	12/04-12/17/22 CROSSING GUARDS	E	1/19/2023	6,250.20		006443		6,250.20
	*** VENDOR TOTALS ***					1 CHECKS		6,250.20
009262	AMAZON CAPITAL SERVICES INC							
I-11GL-TJ4W-1Y99	MISC MULTIMEDIA - KL	E	1/19/2023	51.87		006437		
I-13C4-LHG9-YG1L	TREAT SACKS - KL	E	1/19/2023	84.20		006437		
I-164L-6D49-WKNP	UPS BACKUP - IT	E	1/19/2023	678.25		006437		
I-19GK-PP3K-6FCV	MISC MULTIMEDIA - KL	E	1/19/2023	269.70		006437		
I-1DQQ-9CD1-JC16	MARIO TABLECOVER - KL	E	1/19/2023	191.66		006437		
I-1FR7-VFCQ-Y4JR	WHITE NOISE MACHINE-KL	E	1/19/2023	165.04		006437		
I-1HD1-KDMY-XH36	VACUUM FILTER - PD	E	1/19/2023	68.41		006437		
I-1JFM-P6KM-4XY6	MULTIMEDIA - KL	E	1/19/2023	58.88		006437		
I-1JK4-34TH-GM6N	SHOE COVERS - PD	E	1/19/2023	18.98		006437		
I-1JMN-RYYL-YKF1	VINYL TRANSFER PAPER - KL	E	1/19/2023	15.98		006437		
I-1LXJ-QX6Q-R66W	MISC BOOKS -KL	E	1/19/2023	66.38		006437		
I-1T6C-1WNT-7KV9	APPLE PUSH BUTTON SWTCH-FD	E	1/19/2023	21.47		006437		

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-1TLR-G9Q9-VMHM	MISC BOOKS - KL	E	1/19/2023	118.19		006437		
I-1W7H-YHLM-34GG	MISC BOOKS - KL	E	1/19/2023	7.68		006437		
I-1WQX-DMTT-J49R	STICKERS -KL	E	1/19/2023	39.96		006437		
I-1XWL-LQLH-R1XY	POWER STRIP - FD	E	1/19/2023	44.94		006437		
I-1XXY-NRRY-Y6C6	RECHARGEABLE BATTERIES-KL	E	1/19/2023	50.98		006437		
I-1Y3V-W37Y-7QDG	DOOR MATS - PD	E	1/19/2023	22.92		006437		
I-1YMR-D1CV-DWLM	FISKARS BLADES - KL	E	1/19/2023	9.69		006437		
I-1YT1-GYWK-WHFL	JOURNAL OF NOTARIAL EVENTS-KL	E	1/19/2023	37.85		006437		2,023.03
	*** VENDOR TOTALS ***					1 CHECKS		2,023.03
002676	ANIMAL RESCUE LEAGUE							
I-INV0024	NOVEMBER 2022 ANIMAL INTAKE	E	1/19/2023	2,500.00		006414		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
000043	ANKENY COMMUNITY SCHOOLS							
I-FY23 #7 JAN GYM	JANUARY 2023 GYM USE PMT	R	1/17/2023	5,700.00		241465		5,700.00
	*** VENDOR TOTALS ***					1 CHECKS		5,700.00
000045	ANKENY ECONOMIC DEVELOPMENT							
I-202314	FY23 AEDC ANNUAL MEMBERSHIP	E	1/19/2023	2,500.00		006390		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
000012	MILLENNIUM II CORPORATION							
I-1098078	PICT HANG STRIPS - FD	R	1/17/2023	12.34		241466		
I-1098854	WINDSHIELD FLUID - PD	R	1/17/2023	8.48		241466		
I-1098873	CRN BRACE - KL	R	1/17/2023	4.53		241466		
I-1098900	BATTERY/AIR FRESHNR-PRSC	R	1/17/2023	24.11		241466		
I-1100201	BULBS - LAKESIDE	R	1/17/2023	43.40		241466		
I-1100656	FLAPPERS - STREETS	R	1/17/2023	14.47		241466		
I-1100863	HILLMAN - PRSC	R	1/17/2023	6.38		241466		
I-1100911	WINDSHIELD FLUID - PKS	R	1/17/2023	20.22		241466		133.93
	*** VENDOR TOTALS ***					1 CHECKS		133.93
004201	TSJM TOWING SERVICE LLC							
I-22-51168	TOW/HOOK FEE - PD	R	1/17/2023	40.00		241467		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
000057	ARNOLD MOTOR SUPPLY							
I-15NV139945	POWER SERVICE ANTI GEL -PRSC	R	1/17/2023	25.47		241468		
I-15NV140329	OIL/SNOW PLOW 622 -PKS	R	1/17/2023	68.08		241468		93.55
	*** VENDOR TOTALS ***					1 CHECKS		93.55
008024	AUREON COMMUNICATIONS LLC							
I-01/2023	01/01/23-01/31/23 STATEMENT	E	1/19/2023	945.53		006432		945.53
	*** VENDOR TOTALS ***					1 CHECKS		945.53

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000067	BAKER & TAYLOR INC							
I-2037225100	MISC BOOKS -KL	E	1/19/2023	276.53		006392		
I-2037226660	MISC BOOKS - KL	E	1/19/2023	1,035.42		006392		
I-2037232990	MISC BOOKS - KL	E	1/19/2023	320.07		006392		
I-2037236375	MISC BOOKS -KL	E	1/19/2023	616.28		006392		
I-2037243712	MISC BOOKS -KL	E	1/19/2023	287.15		006392		2,535.45
	*** VENDOR TOTALS ***					1 CHECKS		2,535.45
002479	AMIN BAKRI							
I-10/22-12/22FITNESS	10/22-12/22 FITNESS REMBSMNT	R	1/17/2023	54.00		241469		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
001291	BOB BASH							
I-10/22-12/22FITNESS	10/22-12/22 FITNESS REIMBSMNT	E	1/19/2023	54.00		006404		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006127	BATTERIES PLUS BULBS #203							
I-P58294298	ALKALINE BATTERIES - FD	R	1/17/2023	100.08		241470		100.08
	*** VENDOR TOTALS ***					1 CHECKS		100.08
008309	BERENS-TATE CONSULTING GROUP I							
I-818600-000E 12/22	ARB REBATE CALC 17AGO	R	1/17/2023	1,000.00		241471		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
007073	BIOBAG AMERICAS INC							
I-INV495494	DOG WASTE BAGS	R	1/17/2023	1,644.00		241472		1,644.00
	*** VENDOR TOTALS ***					1 CHECKS		1,644.00
005950	BLACKSTONE AUDIO INC							
I-2079243	MULTIMEDIA/SHELF SVCS - KL	R	1/17/2023	36.34		241473		36.34
	*** VENDOR TOTALS ***					1 CHECKS		36.34
005174	BOUND TREE MEDICAL LLC							
I-84794255	EMS SUPPLIES - FD	R	1/17/2023	1,650.25		241474		
I-84797231	EMS SUPPLIES - FD	R	1/17/2023	1,059.98		241474		
I-84797232	EMS SUPPLIES - FD	R	1/17/2023	1,382.92		241474		
I-84798837	EMS SUPPLIES - FD	R	1/17/2023	7.76		241474		
I-84800661	EMS SUPPLIES - FD	R	1/17/2023	7.76		241474		
I-84802233	EMS SUPPLIES - FD	R	1/17/2023	28.18		241474		
I-84802234	EMS SUPPLIES - FD	R	1/17/2023	23.50		241474		
I-84804746	EMS SUPPLIES - FD	R	1/17/2023	177.90		241474		
I-84806201	EMS SUPPLIES - FD	R	1/17/2023	380.40		241474		
I-84806202	EMS SUPPLIES - FD	R	1/17/2023	615.80		241474		
I-84807752	EMS SUPPLIES - FD	R	1/17/2023	634.00		241474		5,968.45
	*** VENDOR TOTALS ***					1 CHECKS		5,968.45

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005565	STEPHANIE BRAUN							
I-11/14/22-11/16/22	11/14/22-11/16/22 MEALS	R	1/17/2023	30.46		241475		30.46
	*** VENDOR TOTALS ***					1 CHECKS		30.46
000127	BRICK GENTRY PC							
I-387449	11/25/2022 STATEMENT 224.010	R	1/17/2023	60.00		241476		
I-389854	12/25/2022 STATEMENT 224.016	R	1/17/2023	1,170.00		241476		
I-389855	12/25/2022 STATEMENT 224.008	R	1/17/2023	735.00		241476		
I-389862	12/25/2022 STATEMENT 224.014	R	1/17/2023	760.00		241476		
I-389921	12/25/2022 STATEMENT 4.003	R	1/17/2023	234.00		241476		2,959.00
	*** VENDOR TOTALS ***					1 CHECKS		2,959.00
007873	ROSS BUDDEN							
I-10/22-12/22	FITNESS 10/22-12/22 FITNESS REIMBSMNT	E	1/19/2023	54.00		006453		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
010137	BURKETT CONSTRUCTION LLC							
I-PAY 9-ANK PKS MNT	PAY 9 FINAL-ANK PK MNT RENO P2	R	1/17/2023	7,672.20		241477		7,672.20
010137	BURKETT CONSTRUCTION LLC							
I-RTNG-ANK PKS MNT	RTNG-ANKENY PARKS MNT RENO P2	R	1/17/2023	38,184.85		241478		38,184.85
	*** VENDOR TOTALS ***					2 CHECKS		45,857.05
004126	CALHOUN-BURNS AND							
I-2022173.00-4	2022 BRG INSPECT ADD WORK	R	1/17/2023	696.00		241479		696.00
	*** VENDOR TOTALS ***					1 CHECKS		696.00
000385	CAPITAL CITY EQUIPMENT CO							
I-18984K	UNIT #650 DIESEL EXHAUST FLD	E	1/19/2023	18.46		006399		
I-32247D	EDGE CUTTING RACK -PRSC	E	1/19/2023	99.50		006399		
I-32427D	RESISTOR - PRSC	E	1/19/2023	39.49		006399		
I-32498D	UNIT #664 WIPER MOTOR	E	1/19/2023	281.19		006399		
I-32724D	UNIT 4045 BOBCAT PARTS	E	1/19/2023	37.11		006399		475.75
	*** VENDOR TOTALS ***					1 CHECKS		475.75
011692	CAREAR							
I-INV01881	DOCUSHARE RENEWAL	R	1/17/2023	1,440.00		241480		1,440.00
	*** VENDOR TOTALS ***					1 CHECKS		1,440.00
000453	CARQUEST AUTO PARTS							
C-2330-763393	CR: UNIT #113 BRAKE CALIPER	R	1/17/2023	60.00CR		241481		
I-2330-770575	UNIT #141 FUEL SPIN ON	R	1/17/2023	25.90		241481		
I-2330-771211	TRANSMISSION FLUID - CG	R	1/17/2023	20.22		241481		
I-2330-771279	ANTIFREEZE/HEATER HOSE - MU	R	1/17/2023	84.75		241481		
I-2330-772832	AIR FILTER - PLOW TRUCK	R	1/17/2023	15.75		241481		
I-2330-772968	WIPER BLADES - CG	R	1/17/2023	107.12		241481		
I-2330-773582	SHOP SUPPLIES - CG	R	1/17/2023	18.48		241481		212.22
	*** VENDOR TOTALS ***					1 CHECKS		212.22

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001004	PARKER CASKEY							
I-12/17/2022	12/17/22 MILEAGE	E	1/19/2023	59.54		006448		59.54
	*** VENDOR TOTALS ***					1 CHECKS		59.54
004613	CENTRAL IOWA DISTRIBUTING							
I-231039	METRO JRT -PRSC	E	1/19/2023	482.00		006421		
I-234217	JANITORIAL SUPPLIES - PKS	E	1/19/2023	762.00		006421		1,244.00
	*** VENDOR TOTALS ***					1 CHECKS		1,244.00
008614	TONY CHRISTOPH							
I-12/13/2022 MEAL	12/13/22 MEAL	E	1/19/2023	19.00		006435		19.00
	*** VENDOR TOTALS ***					1 CHECKS		19.00
001294	CENTRAL IOWA EMS DIRECTORS							
I-DAC-16659	DIFFICULT AIRWAY COURSE-LITTLE	R	1/17/2023	150.00		241482		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
011576	CINTAS CORPORATION							
I-4136724265	MAT RENTALS - KL	R	1/17/2023	149.86		241483		
I-4138324055	11/21/22 SVCS - CH	R	1/17/2023	61.51		241483		
I-4140260055	12/13/22 SVCS - WATER	R	1/17/2023	177.87		241483		
I-4140260078	MAT/UNIFORM RENTALS - PKS	R	1/17/2023	113.23		241483		
I-4140260115	12/13/22 SVCS - STREETS	R	1/17/2023	418.42		241483		
I-4140973716	12/20/22 SVCS - WATER	R	1/17/2023	177.87		241483		
I-4140973762	12/20/22 SVCS - STREETS	R	1/17/2023	418.42		241483		
I-4141075457	12/21/22 SVCS - WASTEWATER	R	1/17/2023	135.51		241483		
I-4141911631	12/28/22 SVCS - WATER	R	1/17/2023	177.87		241483		
I-4141911656	12/28/22 SVCS - STREETS	R	1/17/2023	418.42		241483		
I-4141911756	MAT RENTAL - ACC	R	1/17/2023	63.81		241483		
I-4141923297	12/29/22 SVCS - WASTEWATER	R	1/17/2023	135.51		241483		
I-4142309583	MAT/UNIFORM RENTALS - PKS	R	1/17/2023	113.23		241483		
I-4142309652	MAT RENTALS - KL	R	1/17/2023	149.86		241483		2,711.39
	*** VENDOR TOTALS ***					1 CHECKS		2,711.39
002726	CITY OF DES MOINES TREASURY							
I-128905	WRA MONTHLY ALLOCATION	R	1/17/2023	498,474.80		241484		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
007852	LEE COLE							
I-12/22MAGIC CAMP	12/2023 MAGIC CAMP	R	1/17/2023	175.00		241485		175.00
	*** VENDOR TOTALS ***					1 CHECKS		175.00
006379	CON-STRUCT INC							
I-PAY 5-NW36/STATE	PAY 5 FINAL-NW36/STATE INT IMP	R	1/17/2023	8,921.44		241486		8,921.44

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006379	CON-STRUCT INC							
I-RTNG-NW36/STATE	RTNG-NW36TH/STATE INTERIM IMP	R	1/17/2023	9,509.82		241487		9,509.82
	*** VENDOR TOTALS ***					2 CHECKS		18,431.26
011677	COUNTRY PLASTICS, LLC							
I-35696	POLYCARBONATE - STREETS	E	1/19/2023	336.50		006447		336.50
	*** VENDOR TOTALS ***					1 CHECKS		336.50
003533	5 TRAILS INC							
I-18171	PICKLEBALL PLAQUES-ACC	R	1/17/2023	59.80		241488		59.80
	*** VENDOR TOTALS ***					1 CHECKS		59.80
001654	CUMMINS, INC							
I-J4-24026	CLAMP - PLOW TRUCK	E	1/19/2023	65.35		006406		65.35
	*** VENDOR TOTALS ***					1 CHECKS		65.35
003359	KEVIN DEAVER							
I-12/2022 TAEKWANDO	12/2022 TAEKWANDO	E	1/19/2023	79.20		006418		79.20
	*** VENDOR TOTALS ***					1 CHECKS		79.20
008545	DEMARANVILLE INSTALLATIONS INC							
I-022-776A	ICP059854A1-FROZEN PIPE	R	1/17/2023	210.00		241489		210.00
	*** VENDOR TOTALS ***					1 CHECKS		210.00
000160	DES MOINES WATER WORKS							
I-000131 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	1,075.00		241490		
I-000186 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	1,990.00		241490		
I-005039 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	241,340.84		241490		
I-005040 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	144,374.20		241490		
I-084542 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	71.17		241490		
I-084793 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	114,541.13		241490		
I-099890 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	150,424.84		241490		
I-101656 12/27/22	12/27/2022 STATEMENT	R	1/17/2023	115,579.71		241490		769,396.89
	*** VENDOR TOTALS ***					1 CHECKS		769,396.89
001327	GL ANKENY LLC							
I-148260 DOW	UNIT #409 ADAPTER/GASKET	R	1/17/2023	275.52		241491		275.52
	*** VENDOR TOTALS ***					1 CHECKS		275.52
000161	DEWEY FORD INC							
I-597319-1FOW	SHIELD/PAD -OCM	R	1/17/2023	200.63		241492		
I-597380 FOW	UNIT #801 HOUSING/HANDLE	R	1/17/2023	59.33		241492		
I-597981 FOW	UNIT #69 JET KIT/HOSE	R	1/17/2023	31.27		241492		
I-FOCB978988	UNIT #116 REPAIRS	R	1/17/2023	1,155.41		241492		1,446.64
	*** VENDOR TOTALS ***					1 CHECKS		1,446.64

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002143	DOORS INC							
I-328892	DOOR CLOSER FS3	E	1/19/2023	324.00		006412		324.00
	*** VENDOR TOTALS ***					1 CHECKS		324.00
001411	ELECTRIC PUMP							
I-0899176-IN	ELECTRICAL CONTACTORS	E	1/19/2023	520.00		006405		520.00
	*** VENDOR TOTALS ***					1 CHECKS		520.00
005418	EMPLOYEE & FAMILY RESOURCES IN							
I-681-5280	2/1/23-7/31/23 SERVICE	R	1/17/2023	4,865.66		241493		4,865.66
	*** VENDOR TOTALS ***					1 CHECKS		4,865.66
005478	EXCEL MECHANICAL COMPANY INC							
I-159198	BACKFLOW REPAIRS - FS1	E	1/19/2023	961.13		006425		
I-159519	SEMIANNUAL INSPECTION-OCM	E	1/19/2023	166.50		006425		1,127.63
	*** VENDOR TOTALS ***					1 CHECKS		1,127.63
004235	FAITH BAPTIST BIBLE COLLEGE							
I-HOOP STARS01/23	HOOP STARS BBALL CAMP	E	1/19/2023	3,810.50		006419		3,810.50
	*** VENDOR TOTALS ***					1 CHECKS		3,810.50
011659	FARMERS COOP ELEVATOR CO							
I-0001053	UNIT #252 RIMS	E	1/19/2023	5,625.00		006446		5,625.00
	*** VENDOR TOTALS ***					1 CHECKS		5,625.00
002285	FASTENAL COMPANY							
I-IADES424239	LOCK NUTS - STREETS	E	1/19/2023	344.00		006413		
I-IADES424296	CRIMPS/CRIMP RING - STREETS	E	1/19/2023	57.25		006413		401.25
	*** VENDOR TOTALS ***					1 CHECKS		401.25
008142	TRACI L FERGUSON							
I-12/2022 CLASS	12/2022 COOKIE CLASS	R	1/17/2023	450.00		241494		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
007648	DAIOHS USA INC							
I-648012	COFFEE SERVICES - PW	E	1/19/2023	133.50		006431		133.50
	*** VENDOR TOTALS ***					1 CHECKS		133.50
002078	FOTH & VAN DYKE LLC							
I-81643 #31	PAY 31-W1ST ST WDNG/IMP PH1	E	1/19/2023	23,560.68		006411		23,560.68
	*** VENDOR TOTALS ***					1 CHECKS		23,560.68
000211	GALE							
I-79795248	DECEMBER 5 STAR WESTERN 2	E	1/19/2023	38.92		006393		
I-79844068	JANUARY CHRISTIAN ROMANCE 5	E	1/19/2023	124.45		006393		
I-79844116	JANUARY BIOGRAPHY 2 PLAN	E	1/19/2023	51.73		006393		
I-79844613	JANUARY CHRISTIAN ROMANCE	E	1/19/2023	118.45		006393		333.55
	*** VENDOR TOTALS ***					1 CHECKS		333.55

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003712	GALLS, LLC							
I-022935863	COAT - FD	R	1/17/2023	167.42		241495		
I-022956584	PANTS - FD	R	1/17/2023	72.79		241495		
I-022956641	PANTS - FD	R	1/17/2023	72.80		241495		
I-022970775	UNIFORMS - FD	R	1/17/2023	253.18		241495		
I-023063574	CAP BAND/BELT - FD	R	1/17/2023	30.65		241495		
I-023063631	BELT - FD	R	1/17/2023	19.02		241495		615.86
	*** VENDOR TOTALS ***					1 CHECKS		615.86
001344	GARLAND'S INC.							
I-452407	CASTERS - CG	R	1/17/2023	89.50		241496		89.50
	*** VENDOR TOTALS ***					1 CHECKS		89.50
009681	GENERAL TRAFFIC CONTROLS, INC							
I-22693 A	LOW VOLTAGE ATC CABINET-TRFC	E	1/19/2023	5,688.00		006442		
I-22693 B	LOW VLTG ATC CABINET - TRFC	E	1/19/2023	350.00		006442		6,038.00
	*** VENDOR TOTALS ***					1 CHECKS		6,038.00
009054	GPS INDUSTRIES LLC							
I-LEASE0026720	1/1/23-1/31/23 VISAGE GPS RNTL	R	1/17/2023	2,376.00		241497		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00
000227	GRAINGER							
C-9550037130	CR: NOZZLE - CG	E	1/19/2023	35.06CR		006394		
I-9551260335	CUTTING OIL - PW	E	1/19/2023	364.00		006394		
I-9554418344	MOTOR DIAGNOSTIC TOOL-PKS	E	1/19/2023	112.48		006394		
I-9558269487	FUEL NOZZLE -PKS	E	1/19/2023	133.35		006394		
I-9558734563	TANKLESS HEATER - FS2	E	1/19/2023	232.18		006394		
I-9560929797	REPLACEMENT BATTERY -KL	E	1/19/2023	152.43		006394		
I-9562144502	COAT HOOK/BUMPER - KL	E	1/19/2023	19.83		006394		
I-9563189704	BATTERY-KL	E	1/19/2023	13.83		006394		993.04
	*** VENDOR TOTALS ***					1 CHECKS		993.04
010743	GREENS APPLIANCE							
I-45357760	STOVE REPAIRS -FD	R	1/17/2023	1,212.50		241498		1,212.50
	*** VENDOR TOTALS ***					1 CHECKS		1,212.50
010178	GREENTECH OF IOWA, LLC							
I-27696 A	SURFACE RESTORATION	R	1/17/2023	45,000.00		241499		
I-27696 B	SURFACE RESTORATION	R	1/17/2023	6,670.00		241499		
I-30091	SEEDING - MU	R	1/17/2023	4,700.00		241499		56,370.00
	*** VENDOR TOTALS ***					1 CHECKS		56,370.00

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001815	HAWKEYE TRUCK EQUIPMENT							
I-156355	BLADE FOR #929	R	1/17/2023	3,907.00		241500		
I-156375	SNOW PLOW CUTTING EDGE-PKS	R	1/17/2023	301.00		241500		4,208.00
	*** VENDOR TOTALS ***					1 CHECKS		4,208.00
004196	HYDRAQUIP LTD							
I-68725	UNIT #635 MOTOR	R	1/17/2023	652.95		241501		652.95
	*** VENDOR TOTALS ***					1 CHECKS		652.95
005531	HR GREEN INC							
I-158984 #5	PAY 5-SW STATE FIBER RELOCATE	E	1/19/2023	4,357.50		006426		4,357.50
	*** VENDOR TOTALS ***					1 CHECKS		4,357.50
003837	HUTCHINSON SALT COMPANY							
I-173690	22-23 SALT PURCHASE	R	1/17/2023	66,886.32		241502		66,886.32
	*** VENDOR TOTALS ***					1 CHECKS		66,886.32
000253	HY-VEE INC							
I-011826	SNOW MEALS - PW	R	1/17/2023	248.40		241503		
I-012093	SNOW MEALS - PW	R	1/17/2023	247.96		241503		
I-012105	SNOW MEALS - PW	R	1/17/2023	216.94		241503		
I-012116	SNOW DINNER - PW	R	1/17/2023	117.47		241503		
I-012466	SNOW MEALS - PW	R	1/17/2023	210.96		241503		
I-858926	SNOW DINNER - PW	R	1/17/2023	167.44		241503		1,209.17
	*** VENDOR TOTALS ***					1 CHECKS		1,209.17
000283	HY-VEE INC							
I-1/3-4/21/23 KM	MCKEEVER MEALS 1/3-4/21/23	R	1/17/2023	2,395.34		241504		2,395.34
	*** VENDOR TOTALS ***					1 CHECKS		2,395.34
010037	I & S GROUP, INC							
I-87666 #4	PAY 4-HIGH TRESTLE PARK PH1	R	1/17/2023	615.00		241505		615.00
	*** VENDOR TOTALS ***					1 CHECKS		615.00
008906	IMAGE TREND INC							
I-139681	NOV 2022 BILLING BRIDGE	E	1/19/2023	1,248.40		006436		
I-140109	MYEMSCARE MONTHLY FEE - FD	E	1/19/2023	83.33		006436		1,331.73
	*** VENDOR TOTALS ***					1 CHECKS		1,331.73
009565	INFOSEND INCORPORATED							
I-226756	12/2022 MAIL SERVICES	R	1/17/2023	10,869.28		241506		10,869.28
	*** VENDOR TOTALS ***					1 CHECKS		10,869.28

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003442	INTERNATIONAL ASSOCIATION OF							
I-0247125	ACTIVE DUES 01/23-12/23-KROSKA	R	1/17/2023	190.00		241507		
I-0251722	1/1/23-12/31/23 DUES-POTTS	R	1/17/2023	190.00		241507		
I-0251747	1/1/23-12/31/23 DUES-ECHEER	R	1/17/2023	190.00		241507		
I-0256759	ACTIVE DUES 01/23-12/23-JS	R	1/17/2023	190.00		241507		760.00
	*** VENDOR TOTALS ***					1 CHECKS		760.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007005	BATTERY -PW	R	1/17/2023	60.60		241508		60.60
	*** VENDOR TOTALS ***					1 CHECKS		60.60
000266	INTERSTATE BATTERY SYSTEM							
I-40212065	BATTERIES - CG	E	1/19/2023	934.65		006395		
I-871597	UNIT #986 BATTERIES	E	1/19/2023	285.90		006395		1,220.55
	*** VENDOR TOTALS ***					1 CHECKS		1,220.55
005403	IOWA COMMUNITIES ASSURANCE POO							
I-ICP058802A1	ICAP DEDUCTIBLE ICP058802A1	R	1/17/2023	2,500.00		241509		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0012872	BLADE DRAG FLAT - PKS	R	1/17/2023	182.76		241510		182.76
	*** VENDOR TOTALS ***					1 CHECKS		182.76
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV85512	INSTALL 7-WORK COMP PREM 22-23	R	1/17/2023	41,655.00		241511		41,655.00
	*** VENDOR TOTALS ***					1 CHECKS		41,655.00
003226	IOWA ONE CALL							
I-247216	11/30/22 FTP - MU	E	1/19/2023	1,259.10		006417		1,259.10
	*** VENDOR TOTALS ***					1 CHECKS		1,259.10
000644	IOWA SIGNAL INC							
I-5452	STREETLIGHT REPAIR	R	1/17/2023	2,896.00		241512		2,896.00
	*** VENDOR TOTALS ***					1 CHECKS		2,896.00
002789	IOWA STATE AUDITOR							
I-FY22	FY22 AUDIT FILING FEES	R	1/17/2023	850.00		241513		850.00
	*** VENDOR TOTALS ***					1 CHECKS		850.00
001086	IOWA STATE UNIVERSITY							
I-2023 IMPI-MY	2023 IA MUNIC PROF INST-YUSKA	R	1/17/2023	208.00		241514		208.00
	*** VENDOR TOTALS ***					1 CHECKS		208.00

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003146	IOWA TURFGRASS OFFICE							
I-2023TRFGRSCONF-LB	2023 TRFGRASS CONF/TRADSHOW	R	1/17/2023	210.00		241515		
I-2023TRFGRSCONF-MB	2023 TURFGRASS CONF-M.BERGMAN	R	1/17/2023	110.00		241515		320.00
	*** VENDOR TOTALS ***					1 CHECKS		320.00
001534	IRON MOUNTAIN RECORDS							
I-HCPY868	SHREDDING SERVICES - FD	R	1/17/2023	138.55		241516		138.55
	*** VENDOR TOTALS ***					1 CHECKS		138.55
011632	JAKE'S TREE SERVICE, LLC							
I-140	RESIDENTIAL TREE CONTRACT	E	1/19/2023	14,475.00		006445		14,475.00
	*** VENDOR TOTALS ***					1 CHECKS		14,475.00
008438	DAVID A JONES							
I-12/02/2022 MEAL	12/02/22 MEAL REIMBURSEMENT	E	1/19/2023	174.60		006455		174.60
	*** VENDOR TOTALS ***					1 CHECKS		174.60
000065	RENEWABLE ENERGY GROUP INC							
I-570452	12/21/22 BLEND 70/30/87E10	E	1/19/2023	21,417.85		006391		
I-570507	12/29/22 BLEND 80/20/87E10	E	1/19/2023	23,172.13		006391		
I-93817	11/09/22 DIESEL DYED/UNLEADED	E	1/19/2023	1,095.40		006391		45,685.38
	*** VENDOR TOTALS ***					1 CHECKS		45,685.38
000581	MIDWEST MOTOR SUPPLY CO INC							
I-100598373	HOSE/FACESEAL - CG	E	1/19/2023	47.30		006402		47.30
	*** VENDOR TOTALS ***					1 CHECKS		47.30
008587	KINZLER CONSTRUCTION SERVICES							
I-2226738.0001	FS#2 DOOR REPAIR	R	1/17/2023	391.50		241517		
I-2226813.0002	GARAGE DOOR OPENER - PW	R	1/17/2023	1,750.00		241517		
I-2227429.0001	STATION #2 DOOR REPAIR	R	1/17/2023	3,901.50		241517		
I-2228288.0001	ROLLER INSTALLATION - PW	R	1/17/2023	571.50		241517		
I-2228435.0001	FS#2 DOOR REPAIR	R	1/17/2023	151.50		241517		6,766.00
	*** VENDOR TOTALS ***					1 CHECKS		6,766.00
000402	LINDE GAS & EQUIPMENT							
I-32241750	9/20-10/20/22 RENTAL -PKS	R	1/17/2023	39.09		241518		
I-33379186	11/20/22-12/20/22 RENTAL-PKS	R	1/17/2023	41.50		241518		
I-33380068	MEDICAL OXYGEN - FD	R	1/17/2023	1,206.42		241518		1,287.01
	*** VENDOR TOTALS ***					1 CHECKS		1,287.01
000285	LUBE-TECH & PARTNERS LLC							
I-3099167	LT ENDURANCE-HD DEF - FD	E	1/19/2023	264.00		006396		
I-3099192	LT ENDURANCE-HD DEF - FD	E	1/19/2023	244.00		006396		508.00
	*** VENDOR TOTALS ***					1 CHECKS		508.00

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003200	QUENTIN LUKE							
	I-08/22-12/22 TUITION	08/22-12/22 TUITION REIMBSMNT	E	1/19/2023	1,095.00	006450		1,095.00
				*** VENDOR TOTALS ***		1 CHECKS		1,095.00
011684	STEVEN LYNN							
	I-12/29/2022	FIRE CHIEF MILEAGE REIMBSMT	R	1/17/2023	488.75	241519		488.75
				*** VENDOR TOTALS ***		1 CHECKS		488.75
005234	STEVE LYON							
	I-07/2022 BOOTS	07/2022 BOOT REIMBSMNT	R	1/17/2023	137.79	241520		
	I-12/2022 IDPH RNWL	12/31/2022 IDPH RENEWAL	R	1/17/2023	25.00	241520		162.79
				*** VENDOR TOTALS ***		1 CHECKS		162.79
009304	ELIZABETH LYONS							
	I-12/28/22 REPTILES	12/28/22 REPTILE CAMP	R	1/17/2023	1,144.00	241521		1,144.00
				*** VENDOR TOTALS ***		1 CHECKS		1,144.00
010704	MAINSTAY SYSTEMS OF IOWA LLC							
	I-1515	11/1/22-1/31/23 MONTHLY MAINT	R	1/17/2023	237.00	241522		237.00
				*** VENDOR TOTALS ***		1 CHECKS		237.00
011689	MAPLES CONDOS, LC							
	I-01/2023 TEMP ESMT	01/2023 TEMPORARY EASEMENT	R	1/17/2023	3,785.00	241523		3,785.00
				*** VENDOR TOTALS ***		1 CHECKS		3,785.00
001799	MARTIN MARIETTA AGGREGATE							
	I-37695431	12/13/22 1" CLEAN	R	1/17/2023	928.58	241524		928.58
				*** VENDOR TOTALS ***		1 CHECKS		928.58
009460	EDGE TOOLS LLC							
	I-38217	HAMMER - CG	R	1/17/2023	146.90	241525		146.90
				*** VENDOR TOTALS ***		1 CHECKS		146.90
011635	MARTINA MATHISEN							
	I-12/2022 PROGRAM	12/2022 CHRISTMAS PROGRAM-KL	R	1/17/2023	100.00	241526		100.00
				*** VENDOR TOTALS ***		1 CHECKS		100.00
002183	MCCLURE ENGINEERING CO							
	I-143448 #6	PAY 6-SW STATE RECON-SB LANES	R	1/17/2023	9,948.05	241527		
	I-143451 #10	PAY 10-NW 18TH RECON ASH/ANKB	R	1/17/2023	1,514.23	241527		11,462.28
				*** VENDOR TOTALS ***		1 CHECKS		11,462.28
008663	TREVOR MCGRAW							
	I-12/12/22-12/16/22	12/12-12/16/22 MEALS	E	1/19/2023	94.13	006457		94.13
				*** VENDOR TOTALS ***		1 CHECKS		94.13

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001671	MCC IOWA LLC							
I-1/01/23-1/31/23	1/01/23-1/31/23 DEDICATE INT	R	1/17/2023	500.00		241528		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-25778	DEC 2022 SERVICES	E	1/19/2023	4,979.00		006408		4,979.00
	*** VENDOR TOTALS ***					1 CHECKS		4,979.00
004747	MENARDS							
I-76957	MARKING PAINT - COMM DEV	R	1/17/2023	79.98		241529		
I-78808	HAMMER/FIRST AID KIT - CG	R	1/17/2023	85.94		241529		
I-78893	EYE WASH THERMOMETER-PKS	R	1/17/2023	3.99		241529		
I-78913	UTILITY HOOKS - PKS	R	1/17/2023	4.39		241529		
I-78915	WALL PATCH KIT/FLIPTOG-ACC	R	1/17/2023	32.72		241529		
I-78953	CARPET TRIM/GRASSLANDS-PKS	R	1/17/2023	65.91		241529		
I-78991	EZ REACH/PROTECTANT/CLNR-OCM	R	1/17/2023	37.49		241529		
I-78997	FLAT WASHER /RIVET - PRSC	R	1/17/2023	12.35		241529		
I-78999	WRENCH/ADAPTER - PD	R	1/17/2023	164.97		241529		
I-79005	PVC PIPE/WASHER/NUT/STRAP-MU	R	1/17/2023	51.24		241529		
I-79010	COAT RACK SUPPLIES - ACC	R	1/17/2023	68.76		241529		
I-79034	ICE MELT - DOG PK	R	1/17/2023	29.95		241529		
I-79047	BUILDING SUPPLIES/EQUIPMENT-MU	R	1/17/2023	338.08		241529		
I-79249	GLOVES - MU	R	1/17/2023	23.97		241529		
I-79322	GLOVES -PKS	R	1/17/2023	63.94		241529		
I-79326	WATER FILTER/REMOTE/FLTR - FD	R	1/17/2023	93.99		241529		
I-79335	SPRAY CAT YLW/PRIMER WHITE-PKS	R	1/17/2023	53.06		241529		
I-79453	UPRIGHT/BRKT/HAMMER-PKS	R	1/17/2023	39.95		241529		
I-79601	ADDRESS NUMBERS - STREETS	R	1/17/2023	2.76		241529		
I-79753	CONSTRUCTION SEALANT - FD	R	1/17/2023	5.79		241529		
I-79758	DRUM DRAIN AUGER - FD	R	1/17/2023	29.98		241529		1,289.21
	*** VENDOR TOTALS ***					1 CHECKS		1,289.21
009296	MERRITT COMPANY INC							
I-63261	DECEMBER 2022 CLEANINGS	R	1/17/2023	16,353.00		241530		
I-63262	JANITORIAL SUPPLIES-KL	R	1/17/2023	494.71		241530		
I-63263	TASH LINERS/TOWELS - PSB	R	1/17/2023	221.74		241530		
I-63264	TRASH LINERS - STREETS	R	1/17/2023	71.97		241530		
I-63265	ACC CLEANING SUPPLIES	R	1/17/2023	587.10		241530		17,728.52
	*** VENDOR TOTALS ***					1 CHECKS		17,728.52
004447	RYAN MEYER							
I-2023 FITNESS	2023 ACC MEMBERSHIP	E	1/19/2023	30.00		006420		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00

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008058	CTB MIDWEST INC							
I-1823094 RI	SNOW EQUIP SUPPLIES - PW	E	1/19/2023	9.89		006433		
I-1823765 RI	MISC PARTS -OCM	E	1/19/2023	180.09		006433		189.98
	*** VENDOR TOTALS ***					1 CHECKS		189.98
1	BOSTROM, KEELY							
I-000202301119593	US REFUND	R	1/17/2023	49.22		240877		49.22
1	BRAND, LESLIE							
I-000202301119610	US REFUND	R	1/17/2023	13.45		240878		13.45
1	CINELLI, DINO							
I-000202301119603	US REFUND	R	1/17/2023	16.66		240879		16.66
1	COHRS, ZACHARY							
I-000202301119605	US REFUND	R	1/17/2023	50.73		240880		50.73
1	GRAHAM, DUSTIN							
I-000202301119609	US REFUND	R	1/17/2023	52.26		240881		52.26
1	KLINKENBORG, EMILY							
I-000202301119598	US REFUND	R	1/17/2023	48.66		240882		48.66
1	MIXDORF, MAGGIE							
I-000202301119600	US REFUND	R	1/17/2023	48.95		240883		48.95
1	MOULDS, ALEX							
I-000202301119601	US REFUND	R	1/17/2023	100.00		240884		100.00
1	NELSEN, ZACHARIAH							
I-000202301119599	US REFUND	R	1/17/2023	40.81		240885		40.81
1	NEWMAN, JAELYN							
I-000202301119594	US REFUND	R	1/17/2023	58.16		240886		58.16
1	NOVAK CONSTRUCTION							
I-000202301119606	US REFUND	R	1/17/2023	129.32		240887		129.32
1	OLSON, ERIC T							
I-000202301119591	US REFUND	R	1/17/2023	64.90		240888		64.90
1	PAM, ANGELINA							
I-000202301119597	US REFUND	R	1/17/2023	25.88		240889		25.88

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1	PERSCHALL, DONALD							
I-000202301119608	US REFUND	R	1/17/2023	26.83		240890		26.83
1	PJAX ANKENY LLC							
I-000202301119611	US REFUND	R	1/17/2023	100.00		240891		100.00
1	RHOADES, STEPHANIE							
I-000202301119604	US REFUND	R	1/17/2023	44.09		240892		44.09
1	SENN, JOHN							
I-000202301119607	US REFUND	R	1/17/2023	102.44		240893		102.44
1	SPRAGUE, JOSH							
I-000202301119602	US REFUND	R	1/17/2023	43.87		240894		43.87
1	VAN ZYL, LIZA							
I-000202301119595	US REFUND	R	1/17/2023	95.54		240895		95.54
1	VASUDEVAN, DILEEP							
I-000202301119596	US REFUND	R	1/17/2023	100.00		240896		100.00
1	WEAVER, CAILEY							
I-000202301119592	US REFUND	R	1/17/2023	25.57		240897		25.57
			*** VENDOR TOTALS ***			21 CHECKS		1,237.34
008356	MARK D MUELLER							
I-10/22-12/22FITNESS	10/22-12/22 FITNESS REMBSMNT	E	1/19/2023	54.00		006454		54.00
			*** VENDOR TOTALS ***			1 CHECKS		54.00
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-58349	12/22 COLLECTION FEES	R	1/17/2023	52.69		241531		52.69
			*** VENDOR TOTALS ***			1 CHECKS		52.69
000350	MUNICIPAL SUPPLY INC							
I-0855172-IN	METERS - MU	R	1/17/2023	14,240.00		241532		
I-0856838-IN	MISC WATER SUPPLIES - MU	R	1/17/2023	57.50		241532		
I-0858808-IN	MISC WATER SUPPLIES - MU	R	1/17/2023	338.00		241532		
I-0858963-IN	MISC WATER SUPPLIES - MU	R	1/17/2023	129.44		241532		14,764.94
			*** VENDOR TOTALS ***			1 CHECKS		14,764.94
008641	MICHAEL MUNRO							
I-01/2023IA PARAMDC	01/2023 IOWA PARAMEDIC RMBSMT	E	1/19/2023	25.00		006456		25.00
			*** VENDOR TOTALS ***			1 CHECKS		25.00

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009252	LAURA MYERS							
I-22-02	POLYGRAPH EXAMS - PD	R	1/17/2023	1,200.00		241533		1,200.00
	*** VENDOR TOTALS ***					1 CHECKS		1,200.00
006325	N B GOLF LLC							
I-OC2023TE	GOLF CARTS -OC PRO	R	1/17/2023	165,293.10		241534		165,293.10
	*** VENDOR TOTALS ***					1 CHECKS		165,293.10
003057	NAPA AUTO PARTS							
C-2986-701267	UNIT #235 ALTERNATOR	R	1/17/2023	198.58CR		241535		
I-2986-701133	RUBBER GROMMIT KIT-PLOW TRUCKS	R	1/17/2023	9.40		241535		
I-2986-701136	FUEL FILTER/OIL FILTER - CG	R	1/17/2023	39.73		241535		
I-2986-701329	BATTERY CLEANER - CG	R	1/17/2023	5.99		241535		
I-2986-701375	OIL/FUEL/AIR FILTER - CG	R	1/17/2023	125.53		241535		
I-2986-701382	ANTI GEL DIESEL - CG	R	1/17/2023	223.76		241535		
I-2986-701383	GREASE - CG	R	1/17/2023	371.76		241535		
I-2986-701408	CLAMP & GASKET KIT-PLOW TRUCKS	R	1/17/2023	114.43		241535		
I-2986-701411	FUEL FILTERS/OIL FILTER - CG	R	1/17/2023	46.81		241535		
I-2986-701426	MOUNTING KIT - PLOW TRUCKS	R	1/17/2023	113.68		241535		
I-2986-701437	AIR FILTERS - CG	R	1/17/2023	62.41		241535		
I-2986-701497	OIL FLTR/FUEL FLTR - CG	R	1/17/2023	81.51		241535		
I-2986-701543	LOCK DEICER - CG	R	1/17/2023	23.94		241535		
I-2986-701554	PX 16BR BLK RTV SILC-OCM	R	1/17/2023	9.29		241535		
I-2986-701585	OIL FILTER - CG	R	1/17/2023	27.66		241535		
I-2986-701645	TITAN BLADE - FD	R	1/17/2023	61.12		241535		
I-2986-701651	GREASE - CG	R	1/17/2023	92.94		241535		
I-2986-701655	BOOSTER CABLE - CG	R	1/17/2023	157.99		241535		
I-2986-701672	BOXED CAPSULES - CG	R	1/17/2023	122.64		241535		
I-2986-701673	AIR FILTER/WIPER BLADES - CG	R	1/17/2023	22.59		241535		
I-2986-701760	HALOGEN BEAMS - CG	R	1/17/2023	10.94		241535		
I-2986-701777	OIL - CG	R	1/17/2023	71.94		241535		
I-2986-701850	UNIT #237 AIR TEMP SENSOR	R	1/17/2023	7.36		241535		
I-2986-702125	FUEL FILTER/BEAMS/OIL FLTR-CG	R	1/17/2023	110.04		241535		
I-2986-702160	UNIT #409 VIRTUAL KIT	R	1/17/2023	145.99		241535		
I-2986-702161	AIR FILTER - CG	R	1/17/2023	23.64		241535		
I-2986-702173	UNDERHOOD LIGHT - CG	R	1/17/2023	199.99		241535		
I-2986-702417	AIR FILTERS/FUSES - FD	R	1/17/2023	92.34		241535		
I-2986-702578	UNIT #906 RADIATOR CAP	R	1/17/2023	11.99		241535		
I-2986-702598	UNIT #986 BATTERY TERMINAL	R	1/17/2023	33.99		241535		
I-2986-702601	AIR/OIL FILTERS - CG	R	1/17/2023	52.54		241535		
I-2986-702655	LIGHT BULB - CG	R	1/17/2023	2.12		241535		
I-2986-702677	FUEL/OIL FILTER - CG	R	1/17/2023	101.79		241535		
I-2986-702685	INCANDESCENT LAMPS - CG	R	1/17/2023	273.85		241535		2,653.12
	*** VENDOR TOTALS ***					1 CHECKS		2,653.12

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009285	NETBRINGER, INC							
I-26354	DOMAIN RNWL 02/23-02/25-KL	R	1/17/2023	148.38		241537		
I-26355	WEBSITE/HOSTING 01/23-12/23	R	1/17/2023	600.00		241537		748.38
	*** VENDOR TOTALS ***					1 CHECKS		748.38
009284	JERRY'S TRANSMISSION SERVICE I							
I-0040016	UNIT #116 HEAT SOLINOID	E	1/19/2023	47.60		006438		47.60
	*** VENDOR TOTALS ***					1 CHECKS		47.60
000367	O'HALLORAN INTERNATIONAL							
C-31P182905	CR: UNIT #225 INJECTOR	E	1/19/2023	511.12CR		006397		
I-31P181588	UNIT #224 UPR HOLDER/ARM	E	1/19/2023	293.42		006397		
I-31P181731	CLAMP/GASKET - PLOW TRUCKS	E	1/19/2023	138.46		006397		
I-31P181764	CLAMP/GASKET - PLOW TRUCKS	E	1/19/2023	276.92		006397		
I-31P181770	CLAMP/GASKET - PLOW TRUCKS	E	1/19/2023	204.76		006397		
I-31P181853	ANTI GEL SOLVENT - PLOW TRUCKS	E	1/19/2023	94.44		006397		
I-31P181964	ANTI GEL SOLVENT - PLOW TRUCKS	E	1/19/2023	283.32		006397		
I-31P182071	ANTI GEL SOLVENT - PLOW TRUCKS	E	1/19/2023	283.32		006397		
I-31P182151	UNIT #223 BACK COVER	E	1/19/2023	92.33		006397		
I-31P182223	UNIT #273 BATTERY BOX	E	1/19/2023	327.49		006397		
I-31P182229	UNIT #221 BLOWER MOTOR/MODULE	E	1/19/2023	310.31		006397		
I-31P182508	#225 EGR VALVE	E	1/19/2023	1,669.79		006397		
I-31P182673	UNIT #278 WIPER ARM	E	1/19/2023	42.74		006397		
I-31P182740	#225 PARTS	E	1/19/2023	1,091.22		006397		
I-31P182901	UNIT #225 CLAMP/GASKET	E	1/19/2023	62.85		006397		4,660.25
	*** VENDOR TOTALS ***					1 CHECKS		4,660.25
000837	O'REILLY AUTOMOTIVE INC							
I-0295-316418	CAPSULE - CG	E	1/19/2023	122.22		006403		122.22
	*** VENDOR TOTALS ***					1 CHECKS		122.22
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000281103	01/01/23-01/31/23 WORLDSHARE	E	1/19/2023	47.69		006430		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69
003727	ODP BUSINESS SOLUTIONS, LLC							
I-277134800004	MAGNETS - PSB	R	1/17/2023	3.30		241538		
I-279599611001	DESKPAD/MARKERS/CALENDAR-MU	R	1/17/2023	176.10		241538		
I-280533614002	PAPER - CH	R	1/17/2023	23.17		241538		
I-280533614003	CALENDAR - CH	R	1/17/2023	7.99		241538		
I-282366204001	OK TO PAY STAMP - CITY MANAGER	R	1/17/2023	30.99		241538		
I-282935539001	CALENDAR - CH	R	1/17/2023	14.99		241538		
I-282936355001	DESK PAD/BATTERY/TAPE - CH	R	1/17/2023	43.45		241538		
I-283481015001	POST IT/PLATE/CUP/PAPER - CH	R	1/17/2023	123.13		241538		
I-284433411001	DISINFECTING WIPES - KL	R	1/17/2023	93.54		241538		
I-284434050001	ERASER/MARKERS - KL	R	1/17/2023	20.48		241538		
I-284533296001	OK TO PAY STAMP - CITY MANAGER	R	1/17/2023	30.99		241538		
I-284814475001	DIVIDER/PAPER - CITY MANAGER	R	1/17/2023	54.16		241538		622.29
	*** VENDOR TOTALS ***					1 CHECKS		622.29

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009655	LOGICAL CONCEPTS, INC							
I-86491	ANK NW BOOSTER SERVICE RNWL	E	1/19/2023	290.00		006441		290.00
	*** VENDOR TOTALS ***					1 CHECKS		290.00
010089	D H PACE COMPANY INC							
I-SVC/72061	DOOR REPAIRS - PD	R	1/17/2023	142.50		241539		142.50
	*** VENDOR TOTALS ***					1 CHECKS		142.50
003105	P & M APPAREL							
I-51887	LONG SLEEVE POLOS - FD	E	1/19/2023	170.00		006416		170.00
	*** VENDOR TOTALS ***					1 CHECKS		170.00
011557	JILL PATTERSON							
I-01/09/23 CLASS	1/9/23 EAT THIS NOT THAT - KL	R	1/17/2023	250.00		241540		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
004611	PETTY CASH							
I-01/09/23 PD	COMPLIANCE CHECK PRG FUNDS	R	1/10/2023	500.00		240876		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
002648	PIONEER MANUFACTURING COM							
I-INV866561	FIELD PAINTER-PRSC	R	1/17/2023	2,925.00		241541		2,925.00
	*** VENDOR TOTALS ***					1 CHECKS		2,925.00
000384	PITNEY BOWES INC							
I-1022108443	09/22-12/30 MTR RNTL-PSB	E	1/19/2023	156.00		006398		
I-1022182743	RED INK - KL	E	1/19/2023	169.98		006398		325.98
	*** VENDOR TOTALS ***					1 CHECKS		325.98
005176	POLK CITY FIRE & RESCUE DEPART							
I-DECEMBER 2022	COQ FROM PCFD - FD	E	1/19/2023	1,700.00		006424		1,700.00
	*** VENDOR TOTALS ***					1 CHECKS		1,700.00
009386	POMP'S TIRE SERVICE, INC							
I-1400099699	#252 TIRE CHANGE	E	1/19/2023	1,119.89		006439		
I-1400100043	UNIT #609 TIRES	E	1/19/2023	208.00		006439		1,327.89
	*** VENDOR TOTALS ***					1 CHECKS		1,327.89
005557	RACOM CORPORATION							
I-A15103716	01/18/23-01/17/24USDD SUPRT-FD	E	1/19/2023	14,293.26		006427		
I-RI-220841	EDACS/BEON ACCESS - FD	E	1/19/2023	2,015.25		006427		
I-RI-220846	EDACS ACCESS - PD	E	1/19/2023	2,612.73		006427		18,921.24
	*** VENDOR TOTALS ***					1 CHECKS		18,921.24

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003538	GET SOME GUNS, LLC							
I-20-693181	ID PANEL - PD	R	1/06/2023	15.00		240875		15.00
003538	GET SOME GUNS, LLC							
I-20-693257	MCKEEVER FIREARM PURCHASE	R	1/17/2023	780.99		241542		780.99
	*** VENDOR TOTALS ***					2 CHECKS		795.99
006038	REILLY CONSTRUCTION CO INC							
I-PAY 18-W1ST WDNG	PAY 18-W1ST ST WDNG/IMPV PH1	R	1/17/2023	13,534.50		241543		13,534.50
	*** VENDOR TOTALS ***					1 CHECKS		13,534.50
008276	RELIANT FIRE APPARATUS INC							
I-5WI000083	UNIT #123 REPAIRS	R	1/17/2023	941.09		241544		
I-5WI000092	UNIT #123 REPAIRS	R	1/17/2023	912.46		241544		1,853.55
	*** VENDOR TOTALS ***					1 CHECKS		1,853.55
004079	STRAWBERRY PATCH							
I-93968	SHIRTS P&R	R	1/17/2023	5,760.00		241545		
I-93969	VOLLEYBALL TSHIRTS- P&R	R	1/17/2023	138.50		241545		5,898.50
	*** VENDOR TOTALS ***					1 CHECKS		5,898.50
004954	CARMEN L SANTEE							
I-10/22-12/22FITNESS	10/22-12/22 FITNESS REIMBSMNT	E	1/19/2023	54.00		006451		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
001308	CRAIG SEARS							
I-01/22-12/22FITNESS	1/22-12/22 FITNESS REIMBSMNT	R	1/17/2023	180.00		241546		180.00
	*** VENDOR TOTALS ***					1 CHECKS		180.00
000425	SECRETARY OF STATE							
I-FY23 NOTARY TW	FY23 NOTARY RENEWAL-T WEBB	R	1/17/2023	30.00		241547		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
002108	JOBE SHANNON							
I-07/22-12/22FITNESS	07/22-12/22 FITNESS REMBSMNT	R	1/17/2023	108.00		241548		
I-12/26/22 BOOTS	12/2022 BOOTS	R	1/17/2023	140.00		241548		248.00
	*** VENDOR TOTALS ***					1 CHECKS		248.00
001103	SHRED-IT							
I-8003074716	12/07/2022 SHREDDING - PD	R	1/17/2023	67.31		241549		67.31
	*** VENDOR TOTALS ***					1 CHECKS		67.31
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2022-IC-0467	NOVEMBER 2022 SUPPLEMENT	E	1/19/2023	213.00		006409		213.00
	*** VENDOR TOTALS ***					1 CHECKS		213.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011688	HUMAN CAPITAL SOLUTIONS							
I-14501	ANTI HARASSMENT TRAINING	R	1/17/2023	250.00		241550		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
004119	WILLIAM J FRENCH							
I-19792	DIESEL FUEL ADDITIVE - CG	R	1/17/2023	2,486.00		241551		2,486.00
	*** VENDOR TOTALS ***					1 CHECKS		2,486.00
004989	STANARD & ASSOCIATES INC							
I-SA000052616	POLICE POST TESTS - HR	R	1/17/2023	346.00		241552		346.00
	*** VENDOR TOTALS ***					1 CHECKS		346.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3525126122	CALENDAR DESK PAD - PW	R	1/17/2023	89.71		241553		
I-3525126123	FLASHDRIVES - PW	R	1/17/2023	58.84		241553		
I-3525255066	CASE JACKETS - PD	R	1/17/2023	624.96		241553		773.51
	*** VENDOR TOTALS ***					1 CHECKS		773.51
002065	STAR EQUIPMENT LTD							
I-01666106	SPRK PLG/AIR/FUEL FLTR/SPNG-MU	E	1/19/2023	110.79		006410		110.79
	*** VENDOR TOTALS ***					1 CHECKS		110.79
000474	STATE HYGIENIC LABORATORY AR							
I-245798 A	9/30-11/14/22 TESTING - MU	E	1/19/2023	662.50		006401		
I-245798 B	9/30-11/14/22 TESTING - MU	E	1/19/2023	3,049.00		006401		3,711.50
	*** VENDOR TOTALS ***					1 CHECKS		3,711.50
004250	GL DODGE CITY LLC							
I-162769	CSO VEHICLE REPLACEMENT	R	1/17/2023	36,709.00		241554		
I-162783	NEW COMM DEV TRUCK	R	1/17/2023	37,709.00		241554		74,418.00
	*** VENDOR TOTALS ***					1 CHECKS		74,418.00
008350	STIVERS FORD							
I-677587/1	#235 REPAIRS	R	1/17/2023	1,433.64		241555		1,433.64
	*** VENDOR TOTALS ***					1 CHECKS		1,433.64
003339	STREICHER'S							
I-I1608531	POLICE EQUIPMENT - PD	R	1/17/2023	1,107.00		241556		1,107.00
	*** VENDOR TOTALS ***					1 CHECKS		1,107.00
011494	MARY K STUDER							
I-10/22-12/22FITNESS	10/22-12/22 FITNESS REIMBSMNT	E	1/19/2023	54.00		006459		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008803	LISA SWANEPOEL							
I-1/03/23 FITNESS	WELLNESS REIMBURSEMENT	E	1/19/2023	73.73		006458		73.73
	*** VENDOR TOTALS ***					1 CHECKS		73.73
005089	SYNERGY CONTRACTING LLC							
I-PAY 2-HTT WTR TRNS	PAY 2-HTT WTR TRNSMSN MN/DRNG	E	1/19/2023	130,628.89		006423		130,628.89
	*** VENDOR TOTALS ***					1 CHECKS		130,628.89
009540	TELEFLEX LLC							
I-9506406667	EMS SUPPLIES - FD	E	1/19/2023	562.50		006440		562.50
	*** VENDOR TOTALS ***					1 CHECKS		562.50
000455	TESDELL ELECTRIC LTD							
I-140970	PSB PARKING LOT LIGHT REP	R	1/17/2023	3,547.00		241557		3,547.00
	*** VENDOR TOTALS ***					1 CHECKS		3,547.00
010127	TK ELEVATOR CORPORATION							
I-1000485957	1/1-3/31/23 ELEVATOR SVC - PD	E	1/19/2023	202.32		006444		202.32
	*** VENDOR TOTALS ***					1 CHECKS		202.32
004159	TOYNE INC							
I-IN0015520	WIPER MOTOR - FD	R	1/17/2023	262.00		241558		
I-IN0015586	PARTS - FD	R	1/17/2023	56.35		241558		318.35
	*** VENDOR TOTALS ***					1 CHECKS		318.35
004343	TRACTOR SUPPLY COMPANY							
I-355239	RUBBER BOOTS - MU	R	1/17/2023	135.99		241559		135.99
	*** VENDOR TOTALS ***					1 CHECKS		135.99
000468	TRUCK EQUIPMENT INC							
I-309195	CHAIN FOR SNOW SALTER- PKS	E	1/19/2023	58.70		006400		58.70
	*** VENDOR TOTALS ***					1 CHECKS		58.70
000966	U S BANK							
I-12/22 P-CARD STMT	U S BANK	D	1/17/2023	22,688.85		002133		22,688.85
	*** VENDOR TOTALS ***					1 CHECKS		22,688.85
008450	PREMIUM SERVICES							
I-BU1495465 FY23	12 MO PREM TERM LIFE-D JONES	R	1/17/2023	375.00		241560		375.00
	*** VENDOR TOTALS ***					1 CHECKS		375.00
005813	EXECUTIVE SERVICES INC							
I-77977	BUSINESS CARDS-JM, SK, BVD-PD	E	1/19/2023	220.02		006428		220.02
	*** VENDOR TOTALS ***					1 CHECKS		220.02

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011691	UNIVERSITY OF NORTHERN IOWA							
I-26006605	RECRUITING - PD	R	1/17/2023	150.00		241561		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
002135	UPHDM OCCUPATIONAL MEDICINE							
I-157337	PRE-EMPL TESTING	R	1/17/2023	207.00		241562		207.00
	*** VENDOR TOTALS ***					1 CHECKS		207.00
006789	HD SUPPLY FACILITIES MAINTENAN							
I-202941	CHEMICALS - MU	E	1/19/2023	252.75		006429		252.75
	*** VENDOR TOTALS ***					1 CHECKS		252.75
000621	USA TODAY SUBSCRIPTION PROCESS							
I-2023 RENEWAL	12/1/22-12/31/23 SUBSCRPTN-KL	R	1/17/2023	405.00		241563		405.00
	*** VENDOR TOTALS ***					1 CHECKS		405.00
011685	RONALD VANCE SWISHER							
I-12/30/22	FIRE CHIEF MILEAGE REIMBRSMNT	R	1/17/2023	237.50		241564		237.50
	*** VENDOR TOTALS ***					1 CHECKS		237.50
007658	JAKE VANDER WAL							
I-11/14/22-11/16/22	11/14-11/16/22 MEALS	R	1/17/2023	36.49		241565		
I-12/12/22-12/16/22	12/12/22-12/16/22 MEALS	R	1/17/2023	87.21		241565		123.70
	*** VENDOR TOTALS ***					1 CHECKS		123.70
001552	BRICE VANDRIMMELEN							
I-11/14/22-11/16/22	11/14/22-11/16/22 MEALS	E	1/19/2023	10.87		006449		10.87
	*** VENDOR TOTALS ***					1 CHECKS		10.87
005012	VAN-WALL EQUIPMENT INC							
I-5768663	UNIT #122 FUEL SHUT SOLENOID	E	1/19/2023	25.00		006422		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
007560	CORY VAUDT							
I-1/06/23	QUARTERLY STIPEND/MD CELL - FD	E	1/19/2023	3,870.00		006452		3,870.00
	*** VENDOR TOTALS ***					1 CHECKS		3,870.00
009235	VERTIV CORPORATION							
I-13174290	BATTERY MAINTENANCE-PD	R	1/17/2023	3,757.00		241566		3,757.00
	*** VENDOR TOTALS ***					1 CHECKS		3,757.00
000482	WALMART COMMUNITY							
I-08104	OIL REMOVER - CG	R	1/17/2023	7.96		241567		
I-08204 12/29/22	MISC PROGRAM SUPPLIES - ACC	R	1/17/2023	54.43		241567		
I-08249	VACUUM - MU	R	1/17/2023	159.00		241567		221.39
	*** VENDOR TOTALS ***					1 CHECKS		221.39

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 1/06/2023 THRU 1/19/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002569	WASTE CONNECTIONS INC							
I-3424299T071	12/01/22-12/31/22 SVCS-FS#2	R	1/17/2023	59.67		241568		
I-3424301T071	12/01/22-12/31/22 SVCS-FS#3	R	1/17/2023	59.67		241568		
I-3424302T071	12/01/22-12/31/22 SVCS - KL	R	1/17/2023	81.86		241568		
I-3424305T071	12/1/22-12/31/22 SERVICES-OCM	R	1/17/2023	44.82		241568		
I-3424306T071	12/01-12/31/22 SVCS-MAINT FAC	R	1/17/2023	275.79		241568		
I-3424308T071	12/1/22-12/31/22 SVCS - PKS	R	1/17/2023	238.67		241568		
I-3424309T071	12/1/22-12/31/22 SVCS-PD	R	1/17/2023	59.67		241568		
I-3424311T071	11/17/2022 SERVICES - PRSC	R	1/17/2023	80.56		241568		
I-3424312T071	12/1/22-12/31/22 SVCS - PSB	R	1/17/2023	76.56		241568		
I-3424313T071	12/1/22-12/31/22 SVCS - WW	R	1/17/2023	91.47		241568		
I-3438532T071	1/1/23-1/31/23 SERVICES-CH	R	1/17/2023	61.64		241568		1,130.38
*** VENDOR TOTALS ***						1 CHECKS		1,130.38

011414	WRH, INC.							
I-2202-00-1389 #4	PAY 4-WELL NO 7/ASR 3/BIDPKG2	R	1/17/2023	158,944.50		241569		158,944.50
*** VENDOR TOTALS ***						1 CHECKS		158,944.50

002783	ZIEGLER INC							
I-IN000808921	UNIT #745 ELEMENT	E	1/19/2023	17.27		006415		17.27
*** VENDOR TOTALS ***						1 CHECKS		17.27

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	130	2,657,643.76	0.00	2,657,643.76
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	22,688.85	0.00	22,688.85
EFT:	71	314,907.18	0.00	314,907.18
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	202	2,995,239.79	0.00	2,995,239.79
BANK: APGWB TOTALS:	202	2,995,239.79	0.00	2,995,239.79
REPORT TOTALS:	202	2,995,239.79	0.00	2,995,239.79

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 1/06/2023 THRU 1/19/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to: Police Officer-Police Department and Fire Chief-Fire Department; subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to: Police Officer-Police Department and Fire Chief-Fire Department; subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 civil service certified lists

January 17, 2023

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the January 9, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Police Officer – Police Department:

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

Fire Chief – Fire Department:

Ronald Vance Swisher

Respectfully submitted,



Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** waiving approval of Schmidt's Acres final plat.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Aerial Map
 Applicant Letter

WHEN RECORDED RETURN TO:

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

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 965-6445

RESOLUTION

RESOLUTION WAIVING APPROVAL OF SCHMIDT'S ACRES FINAL PLAT

WHEREAS, Cooper Crawford & Associates has submitted the Schmidt's Acres Final Plat for approval, which lies within Polk County and the two-mile territorial jurisdiction of the City of Ankeny, Iowa; and

WHEREAS, City staff has reviewed said Final Plat, and find that it is located outside the City of Ankeny Planning Boundary; therefore, City staff recommends that City Council waive approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby accepts the recommendation by City staff, and deems it appropriate to waive approval of the Schmidt's Acres Final Plat.

PASSED AND APPROVED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND

LOCATION : E ½ NE ¼ SEC. 14-79-24
REQUESTOR: JANET FREEL
PROPRIETOR: JANET FREEL - TRUSTEE
JAN M. SCHMIDT TRUST
SURVEYOR: KEVEN J. CRAWFORD, P.L.S.
COMPANY: COOPER CRAWFORD & ASSOCIATES, LLC
475 S. 50TH STREET, SUITE 800
WEST DES MOINES, IOWA 50265
RETURN TO : KEVEN J. CRAWFORD, L.S.

SURVEYOR'S NOTES

1. ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
2. THIS PLAT BOUNDARY HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
3. EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
4. BEARINGS BASED ON AN ASSUMED BEARING.

UTILITY CONTACTS

MIDAMERICAN ENERGY
GAS - 888-427-5632
ELECTRIC - 888-427-5632

CENTURYLINK
800-244-1111

POLK COUNTY PUBLIC WORKS
AARON PUTNAM
515-286-3705

WATER
DES MOINES WATER WORKS
515-283-8700
customerservice@dmww.com

NOTES

1. ANY NEW ENTRANCES WILL REQUIRE A POLK COUNTY ENTRANCE PERMIT.
2. MAILBOXES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
3. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED SHALL BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
4. POST DEVELOPMENT RUNOFF WILL NOT ADVERSELY AFFECT DOWNSTREAM FACILITIES OR PROPERTY OWNERS.
5. DUE TO SOIL TYPES, LIMITATIONS AND DISTURBANCE, ALTERNATE SPETIC SYSTEMS MAY BE REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY AN ENGINEER.
6. SERVICE TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BORED UNDER THE ROADWAY AT THE OWNER'S EXPENSE.
7. THE INTENT OF THE WOODLAND PROTECTION EASEMENT IS TO COVER THE REQUIRED 4.60 ACRES OF MATURE WOODLANDS PROTECTION AREA.
8. THE INTENT OF THE PLAT IS TO CREATE A BUILDABLE LOT AND MEET ALL THE REQUIREMENTS OF THE POLK COUNTY ZONING & SUBDIVISION ORDINANCES.

FLOOD HAZARD INFORMATION

MAP #19153C0215F DATED: FEBRUARY 1, 2019

THIS AREA SHOWN ON FLOOD INSURANCE RATE MAP LABELED AS ZONE 'X' (AREAS OF MINIMAL FLOOD HAZARD).

PART OF LOT 7
O.P. E ½ NE ¼
SEC. 14-79-24
OWNER: PRIEBE INVESTMENTS, LLC
5278 NW 14TH STREET
DES MOINES, IOWA 50313-2006

589°59'31"E 793.69'

WOODLAND PROTECTION
EASEMENT
ALL OF OUTLOT 'Z',
THE WEST 45' & THE NORTH 22.5'
OF LOT 1

INGRESS/EGRESS
EASEMENT

UNPLATTED
OWNER: JONETTE E. MATTHEWS
558 S. 10TH STREET
DES MOINES, IA 50313-1881

UNPLATTED
OWNER: DOUGLAS A. WENDELBOE
1016 NE 22ND STREET
DES MOINES, IA 50313-1947



MAJOR FINAL PLAT
SCHMIDT'S
ACRES

OWNER/APPLICANT

JANET FREEL - TRUSTEE
JEAN M. SCHMIDT TRUST
5750 NW 5TH COURT
DES MOINES, IA 50313

ZONING

LDR - LOW DENSITY RESIDENTIAL DISTRICT

UTILITIES

WATER - DES MOINES WATER WORKS
WASTEWATER - SEPTIC

BULK REGULATIONS

MIN. LOT SIZE: 12,000 SQ FT
MIN. LOT WIDTH: 75'

PRINCIPAL BUILDING SETBACKS

FRONT - 35'
REAR - 35'
SIDE - 10'
MAX BUILDING COVERAGE - 30%

LEGAL DESCRIPTION

PARCEL 'D' OF THE PLAT OF SURVEY OF THE SOUTH 10.00 RODS OF LOT 7 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AND

A TRACT OF LAND BEING A PART OF LOT 10 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10 OF THE OFFICIAL PLAT OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 79 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA; THENCE S00°32'20"W, 198.54 FEET ALONG THE EAST LINE OF SAID LOT 10; THENCE N89°47'40"W, 80.62 FEET; THENCE S00°30'17"E, 290.02 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 52ND AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE N89°47'40"W, 49.85 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE N00°23'48"W, 250.01 FEET; THENCE N89°47'40"W, 498.23 FEET; THENCE N00°13'06"W, 14.00 FEET; THENCE N89°47'40"W, 163.97 FEET, TO THE WEST LINE OF SAID LOT 10; THENCE N00°04'52"W, 182.06 FEET ALONG SAID WEST LINE, TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE S89°58'24"E, 793.85 FEET ALONG NORTH LINE OF SAID LOT 10, TO THE NORTHEAST CORNER OF SAID LOT 10 AND TO THE POINT OF BEGINNING.

SAID TRACTS OF LAND CONTAIN 6.856 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

LEGEND

- | | |
|--------|---|
| ▲ | PLAT BOUNDARY |
| ● | SECTION CORNER |
| ○ | FOUND CORNER, AS NOTED |
| ○ | SET CORNER 5/8" I.R. W/ YELLOW CAP #13156 |
| I.R. | IRON ROD |
| G.P. | GAS PIPE |
| D. | DEEDED DISTANCE |
| M. | MEASURED DISTANCE |
| R. | PREVIOUSLY RECORDED DISTANCE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| 3333 | ADDRESS |
| B.S.L. | BUILDING SETBACK LINE |
| M.O.E. | MINIMUM OPENING ELEVATION |
| N.R. | NOT RADIAL |

CERTIFICATION

KEVEN J. CRAWFORD
13156
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, PLS. IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.

PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET ONLY

COOPER CRAWFORD & Associates
Civil Engineers & Land Surveyors
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

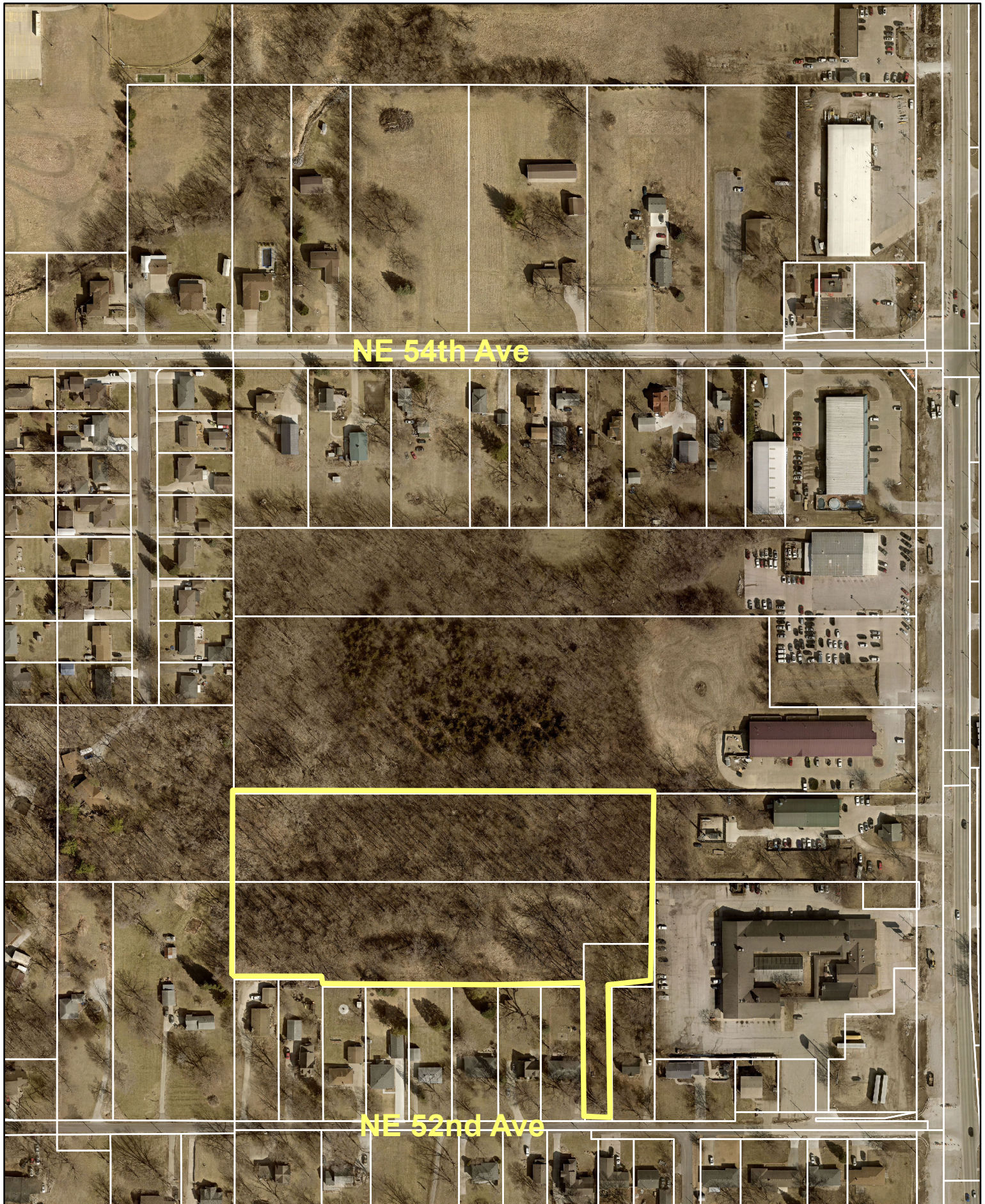
DATE: 12-19-2022
REVISIONS: 12-29-2022

JOB NUMBER
CC 2616

AS-BUILT: ---

**FINAL PLAT
SCHMIDT'S ACRES**

**SHEET
1 OF 1**



1 inch = 230 feet

Date: 1/10/2023

Schmidt's Acres - Final Plat Waiver

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

December 27, 2022

City of Ankeny
410 West First Street
Ankeny, IA 50023

Attn: Honorable Mayor and City Council Members

RE: Schmidt's Acres

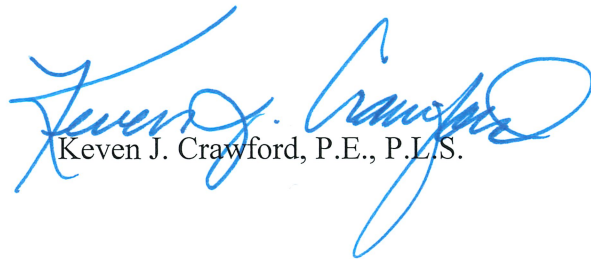
Dear Honorable Mayor and City Council Members:

On behalf of Janet Freel, we are pleased to submit for your review and approval the final plat of Schmidt's Creek. The proposed subdivision will create one lot, one outlot and is located outside of the City of Ankeny's planning boundary as depicted in the Comprehensive Plan. We hereby request that Council approve a resolution waiving review of Schmidt's Acres Final Plat.

If you have any questions or need additional information, please feel free to call at any time.

Respectfully Submitted,

COOPER CRAWFORD & ASSOCIATES, LLC



Keven J. Crawford, P.E., P.L.S.



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to approve the Albaugh Four Mile Industrial Preliminary Plat.

EXECUTIVE SUMMARY:

The Albaugh Four Mile Industrial Preliminary Plat is a proposed 67.10-acre (+/-) plat generally located south of SE Oralabor Road and east of SE Four Mile Drive. The preliminary plat includes nine buildable lots and three additional lots that lie within a flood hazard area; all of which are zoned M-1, Light Industrial District. The lots that lie within the floodplain will be tied to their corresponding adjacent lot to ensure they are not sold separately. The preliminary plat includes the addition of a public street (SE 36th Circle) that will provide access for lots 1-6. Lots 7-9 will be accessed from SE Four Mile Drive via an access drive that is positioned between lots 8 & 9.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve the Albaugh Four Mile Industrial Preliminary Plat.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on January 4, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Approved Preliminary Plat
 P&Z Minutes
 Staff Report
 Applicant Letter
 Map

ALBAUGH FOUR MILE INDUSTRIAL PARK

PRELIMINARY PLAT

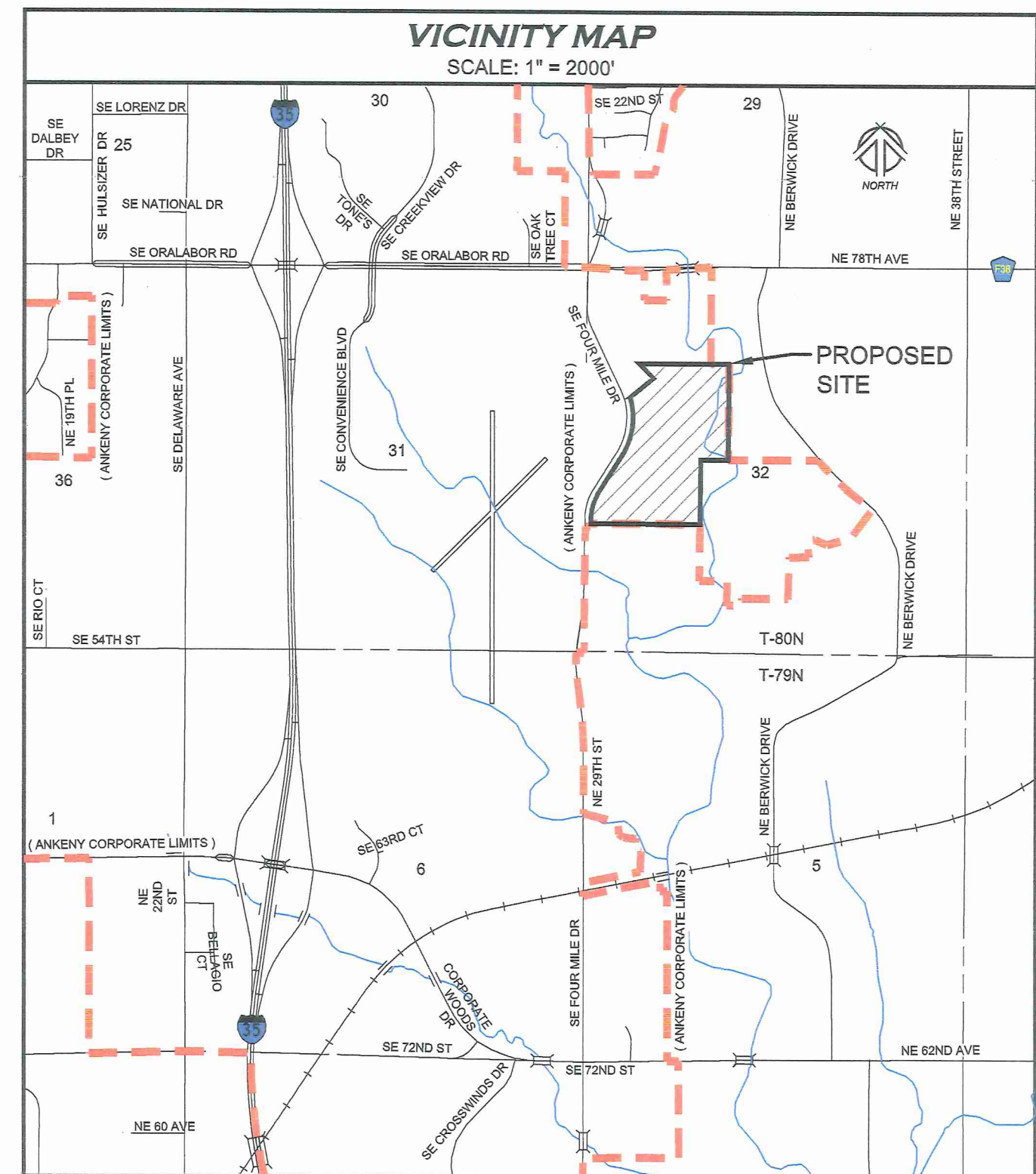
CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	420.50'	755.00'	31°54'41"	415.09'	N16°42'22"E
C1 (R)	420.50'	755.00'	31°54'41"	415.09'	N16°33'49"E
C2	846.64'	975.00'	49°45'09"	820.29'	N7°47'08"E
C2 (R)	846.64'	975.00'	49°45'09"	820.29'	N7°38'35"E
C3	139.52'	975.00'	8°11'56"	139.40'	N21°11'24"W
C3 (R)	139.52'	975.00'	8°11'56"	139.40'	N21°19'58"W
C4	278.87'	755.00'	21°14'20"	278.27'	S11°22'12"W
C5	70.03'	755.00'	5°18'51"	70.00'	S24°38'48"W
C6	70.61'	755.00'	5°21'30"	70.58'	S29°58'58"W
C7	35.01'	975.00'	2°03'26"	35.01'	S31°38'00"W
C8	278.46'	975.00'	16°21'48"	277.51'	S22°25'23"W
C9	180.26'	975.00'	10°35'34"	180.00'	S8°58'42"W
C10	185.20'	975.00'	10°53'00"	184.92'	S1°47'35"E
C11	167.72'	975.00'	9°51'21"	167.51'	S12°09'46"E
C12	145.62'	340.00'	24°32'23"	144.51'	S77°37'24"E
C13	175.60'	410.00'	24°32'23"	174.26'	N77°37'24"W
C14	553.28'	215.00'	147°26'42"	412.78'	N18°23'04"E
C15	178.05'	285.00'	35°47'39"	175.17'	S72°12'36"W
C16	254.92'	285.00'	51°14'55"	246.51'	S28°41'19"W
C17	300.45'	285.00'	60°24'08"	286.73'	S27°08'13"E

SURVEY NOTES

- Land area : 67.10 acres
- Zoning : M-1 Light Industrial District
Front Yard: 50 feet
Side Yard: None required, except when adjacent to any Residential district or street right-of-way line, in which case – 50 feet
Rear Yard: 40 feet. Where a railroad right-of-way line lies immediately adjacent to the rear of a lot, the rear yard requirements need not apply
Maximum Height: 75 feet
Maximum Number of Stories: 5 stories
- The site lies within Zone X with areas of minimal flood hazard; Zone X with areas of 0.2% annual chance flood hazard; Zone AE and Zone AE Floodway with areas of special flood hazard with base flood elevations or depth; all of which as shown on the Flood Insurance Rate Map Community Panel Number 190153 CO210F, with an effective date of February 1, 2019.
- The east line of East line of Parcel 2021-228 of North Half of Southwest Quarter of Section 32 - Township 80 North - Range 23 West, is assumed to bear South 00 degrees 32 minutes 21 seconds West.
- Street Lot A to be dedicated to the City of Ankeny for public right-of-way purposes.
- Lots 7A, Lot 8A and 9A are to be tied to their corresponding adjacent lot.
- The developer shall be responsible for streetlight installation.
- Lots 1, 2, & 6 shall not have access off of NE Four Mile Drive.
- The drive shown between Lots 8 and 9 will be a shared access with an Ingress/egress easement as shown on the plat.
- Proposed utility layouts shown are preliminary and subject to modification with the submittal of public improvement construction drawings.
- The City may require the construction of sidewalk along SE Four Mile Drive at a future date. The owners of Lots 1, 2, 6, 7, 8 and 9 shall be responsible for construction of 5' sidewalk along their respective frontage, if required.

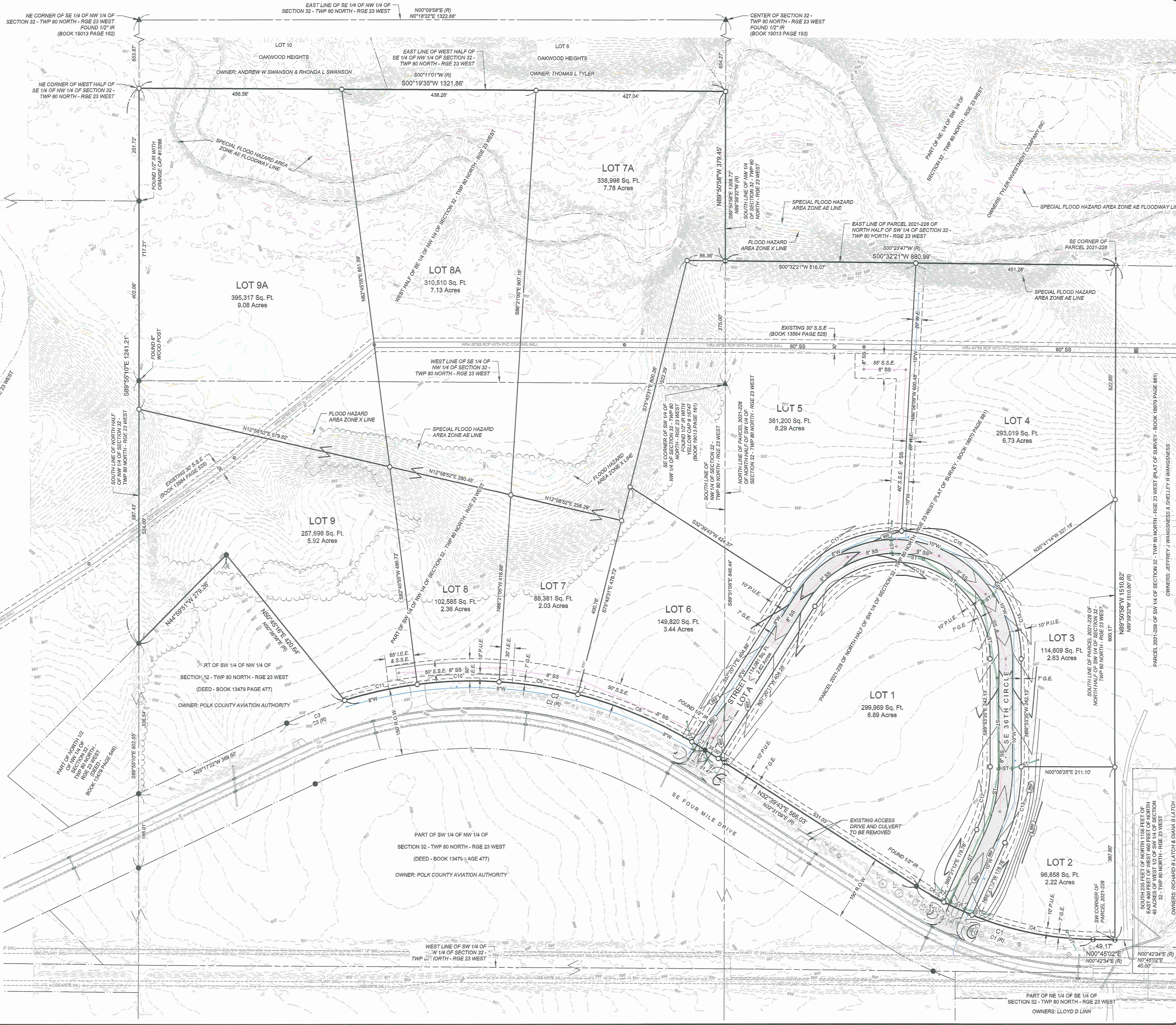
LEGEND

Existing / Proposed	Existing / Proposed	Existing / Proposed
IR	Round iron rebar	Found section corner monument, as noted
IP	Round iron pipe	Found monument 1/2" IR with orange cap #11579, unless otherwise noted
PCC	Portland cement concrete	Found monument 1/2" IR with yellow cap #16747, unless otherwise noted
ACC	Asphaltic cement concrete	Set monument 5/8" IR with blue cap #26306, unless otherwise noted
FL	Pipe flowline elevation	Address
RCP	Reinforced concrete pipe	Spot elevation
CMP	Corrugated metal pipe	Sanitary sewer manhole
CPP	Corrugated plastic pipe	Cleanout
PVC	Polyvinyl chloride pipe	Storm sewer manhole
CIP	Cast iron pipe	Storm sewer intake
B.E.	Buffer easement	Storm sewer beehive
P.U.E.	Public utility easement	Flared end section
S.W.F.E.	Surface Water Flowage easement	Fire Hydrant Assembly
S.T.M.F.E.	Storm Water Maintenance Facility Easement & Agreement	Water valve
M.E.C.	MidAmerican Energy Company Underground Electric Easement	Water service shut-off
G.E.	Gas easement	Water main manhole
I.E.E.	Ingress / Egress easement	Monitoring well
L.E.	Landscape buffer easement	Yard hydrant
R.T.E.	Recreational trail easement	Well
S.S.E.	Sanitary sewer easement	Gas meter
S.T.S.E.	Storm sewer easement	Gas valve
S.W.E.	Sidewalk easement	Air conditioning unit
W.E.	Water main easement	Electric manhole
B/B	Back of curb to back of curb	Electric meter
	Subject boundary line	Electric pedestal
	Section line	Electric transformer
	Proposed boundary line	Utility hand hole
	Existing boundary line	Utility pole
	Future boundary line	Utility pole with light
	Proposed easement line	Light pole
	Existing easement line	Guy wire
	Setback line	Traffic signal
	Edge of delineated wetland line	Traffic signal with light
	Zoning boundary line	Traffic manhole
	Barbed wire fence line	Communication pedestal
	Chain-link fence line	Telephone booth
	Edge of water	TV pedestal
WT	Straw Wattle	Billboard sign
SF	Silt fence	Street sign
SS	Sanitary sewer & size	Down spout
ST	Storm sewer and size	Tree shrub
W	Water main and size	Deciduous tree and trunk diameter
G	Gas main & size	Coniferous tree and trunk diameter
OHE	Overhead electric & wires	Swale flowline
OHC	Overhead communication	Edge of tree dripline
UGE	Underground electric	Proposed orange construction fence and grading limit line.
TV	Underground television	Proposed street light.
UGC	Underground communication	200 feet hydrant radius
900'	Contour elevation	
	Special Flood Hazard Area Zone AE Floodway line	
	Special Flood Hazard Area Zone AE line	
	Other Areas of Flood Hazard Zone X - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile	





CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	420.50'	755.00'	31°54'41"	415.09'	N16°42'22"E
C1 (R)	420.50'	755.00'	31°54'41"	415.09'	N16°33'49"E
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C17	300.45'	285.00'	60°24'08"	286.73'	S27°08'13"E



1933 SW MAGAZINE RD
ANKENY, IOWA 50023-5555
(515) 965-0123
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 11/2022 - REVISIONS PER CITY REVIEW COMMENTS
2) 12/10/2022 - REVISIONS PER CITY REVIEW COMMENTS
3) 12/10/2022 - REVISIONS PER CITY REVIEW COMMENTS
4) 12/10/2022 - REVISIONS PER CITY REVIEW COMMENTS
5) 12/10/2022 - REVISIONS PER CITY REVIEW COMMENTS
6) 12/10/2022 - REVISIONS PER CITY REVIEW COMMENTS
7) 12/10/2022 - REVISIONS PER CITY REVIEW COMMENTS

NOTES:
1) NILES ASSOCIATES, INC. WAIVES ANY AND ALL LIABILITY FOR THE PREPARATION OF THIS PLAT AND THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS PLAT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PROJECT NAME:
ALBAUGH FOUR MILE INDUSTRIAL PARK

DESCRIPTION:
PARCEL 2021-228 OF NORTH 1/2 OF SW 1/4 AND PART OF SOUTH 1/2 OF NW 1/4 OF SECTION 32 - TWP 80 N - RGE 23 W

DATE:
12/10/2022

DRAWN BY:
TJH

CHECKED BY:
ADS

SHEET SIZE:
24" X 36"

SHEET TITLE:
PP-2

SHEET NO.:
2/2

V:\NAI 2017\Projects 2017\22074\dwg\22074-PP-2.dwg

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, January 4, 2023

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

CALL TO ORDER

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

ROLL CALL

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

BUSINESS ITEMS

Item #4. Albaugh Four Mile Industrial Preliminary Plat

B.Morrissey reported DRA Properties, LC, is proposing the Albaugh Four Mile Industrial Preliminary Plat. He stated the Preliminary Plat is approximately 67.10-acres and is zoned M-1, Light Industrial District. The property is located south of SE Oralabor Road and east of SE Four Mile Drive. B.Morrissey shared that the plat includes 9 buildable lots and 3 additional lots that lie within a flood hazard area. He noted that the lots that lie within the floodplain will be tied to their adjacent lot to ensure they're not sold separately. B.Morrissey explained that the plat includes the addition of one public street, SE 36th Circle that provides access for lots 1-6, while lots 7-9 will be accessed via an access drive that extends from SE Four Mile Drive. He shared that sidewalk installation along SE Four Mile will be deferred until deemed appropriate. B.Morrissey further detailed the public improvements associated with the development, which included water, sanitary sewer, and stormwater. Staff recommends that the Plan and Zoning Commission recommend City Council approval of the Albaugh Four Mile Industrial Preliminary Plat.

G.Hunter asked what the benefit is to splitting lots 7, 8, and 9 into two lots. E.Jensen said that if the floodplain is actually on the lot, the property owner has to have flood insurance. If the floodplain is on a separate lot they do not have to carry the insurance.

L.West asked for clarification as to where the floodplain is located on these lots. B.Morrissey referenced the preliminary plat, which showed the floodplain is not within the buildable lots.

There were no further questions from the Commission.

Motion by T.Flack to recommend City Council approval of Albaugh Four Mile Industrial Preliminary Plat. Second by L.West. All voted aye. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).



*Plan and Zoning Commission
Staff Report*

Meeting Date: January 4, 2023

Agenda Item: Albaugh Four Mile Industrial – Preliminary Plat
Report Date: December 29, 2022
Prepared By: Bryan Morrissey *ETC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Albaugh Four Mile Industrial Preliminary Plat.

Project Summary:

The Albaugh Four Mile Industrial Preliminary Plat is a proposed 67.10-acre (+/-) plat generally located south of SE Oralabor Road and east of SE Four Mile Drive. The preliminary plat includes nine buildable lots and three additional lots that lie within a flood hazard area; all of which are zoned M-1, Light Industrial District. The lots that lie within the floodplain will be tied to their corresponding adjacent lot to ensure they are not sold separately. The preliminary plat includes the addition of a public street (SE 36th Circle) that will provide access for lots 1-6. Lots 7-9 will be accessed from SE Four Mile Drive via an access drive that is positioned between lots 8 & 9.

Project Report:

- Streets:** The subject development includes the creation of SE 36th Circle that will provide access for lots 1-6. SE 36th Circle will be deeded to the City during the final platting process. As has been the case with similar developments in this area, sidewalk installation along SE Four Mile Drive will be deferred until a time that the Council deems to be appropriate.
- Water:** Service for the development will stem from a twelve-inch water line that runs along the south end of the subject property. A ten-inch line will be extended through lots 1-4 while an eight-inch line will be extended through lots 5-9.
- Sewer:** Eight-inch sanitary service will be extended throughout the development by connecting to the sixty-inch WRA sanitary line that runs along the eastern side of the property.
- Drainage:** Individual lots on the site will require on-site detention while stormwater in the area generally flows from west to east. The area lies within the Middle Fourmile Creek Subwatershed.
- Parkland:** Dedication for parkland is not required for Industrial Developments.

November 28, 2022

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

RE: Albaugh Four Mile Industrial Park – Approval Letter

Planning and Building Director, Planning and Zoning Commission, Honorable Mayor and Members of the City Council:

On behalf DRA Properties, LC, we are submitting the enclosed Preliminary Plat for Albaugh Four Mile Industrial Park located in the SW and NW quarters of Section 32-80-23. The property consists of 67.1 acres and was recently annexed into the City of Ankeny. The property was recently rezoned from R-1 to M-1 and anticipated uses are expected to be consistent with the City's comprehensive plan.

The preliminary plat proposes 9 buildable lots ranging from 2.03 to 8.29 acres in size. A public street is proposed along with public sanitary sewer, water main, and storm sewer. Each lot within the development will be required to provide on site stormwater detention.

We respectfully request the City's review and approval of this Preliminary Plat to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.



N



1 inch = 800 feet

Date: 12/13/2022

Albaugh Four Mile Industrial Park - Preliminary Plat



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Maples Condos, LC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project.

FISCAL IMPACT: **No**

The total compensation for the temporary construction easement is \$3,785.00. The cost for the temporary construction easement is part of the project costs for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a **RESOLUTION** accepting temporary construction easement from Maples

Condos, LC to facilitate the construction of the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

April 15, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on April 28, 2022.

August 18, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1800 N ANKENY BOULEVARD FOR THE
NW 18TH STREET RECONSTRUCTION – NW ASH DRIVE TO N ANKENY
BOULEVARD PROJECT
IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Maples Condos, LC at 1800 N Ankeny Boulevard to facilitate the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Maples Condos, LC at 1800 N Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 17th day of January, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**CITY OF ANKENY, IOWA
OFFER TO PURCHASE**

To Seller: Maples Condos, L.C.
 C/O Panera Bread of Iowa
 1241 Park Place NE, Suite C
 Cedar Rapids, IA 52402

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$3,785.00.00, calculated as follows:

Fee Title:	0 SF x \$12.22 / SF =	\$ 0.00
Permanent Easement:	0 SF x \$12.22 / SF x 50% =	\$ 0.00
Temporary Easement:	3,862 SF x \$12.22 / SF x 8% x 1 yr =	\$3,785.00
Other Considerations:	Cost to Cure =	\$ 0.00
Total Compensation:	(Rounded Up)	\$3,785.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of NW 18th Street from NW Ash Drive to N Ankeny Boulevard Reconstruction Project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 29th day of December, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: Sean Devine
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 8th day of December, 2022.

MAPLES CONDOS, L.C.

By: Mauri Luli

Title: Manager

By: _____

Title: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Maples Condos, L.C., a limited liability company organized and existing under the laws of the State of Iowa (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd.

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 8th day of December, 2022.

MAPLES CONDOS, L.C.

Maurice Sinclair
Signed

Maurice Sinclair, Manager
Print Name and Title

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 8th day of December, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Maurice Sinclair,
Manager

X to me personally known
or _____ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Valerie Bissell (Sign in Ink)
Valerie Bissell (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the
within and foregoing instrument was duly approved and accepted by the City Council of said
City by Resolution No. _____, passed on the _____ day of _____,
20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s)
Maurice Sinclair, Manager
____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

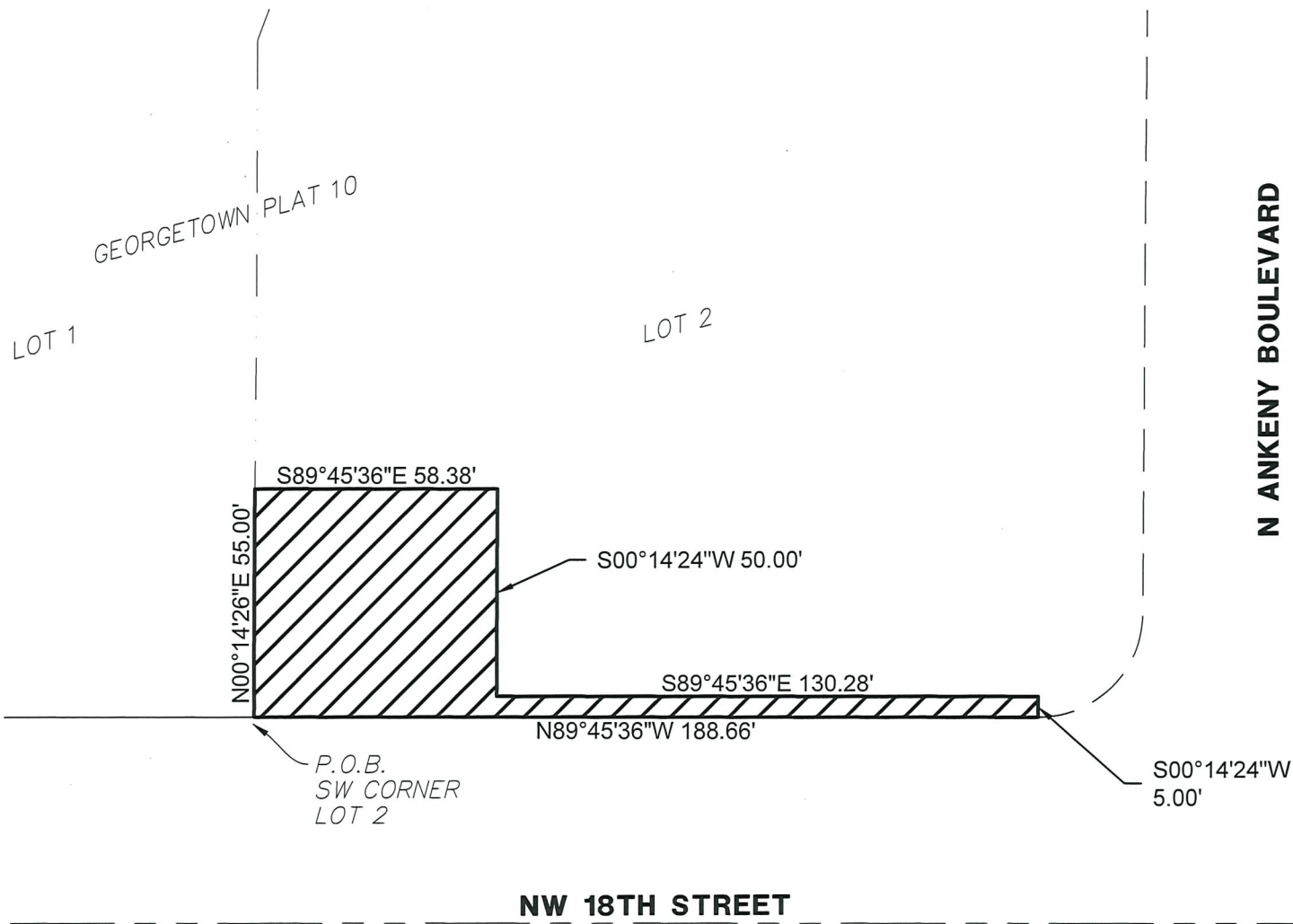
List name(s) of entity(ies) or person(s)
Maples Condos, L.C.



Valerie Bissell
Commission Number 811947
My Commission Expires
August 02, 2024

EASEMENT EXHIBIT

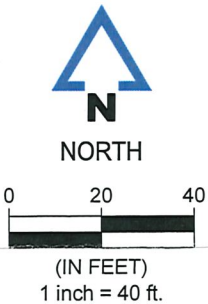
EXHIBIT TE-20



EASEMENT DESCRIPTION:

A PART OF LOT 2, GEORGETOWN PLAT 10, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°14'26" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 55.00 FEET; THENCE SOUTH 89°45'36" EAST, 58.38 FEET; THENCE SOUTH 00°14'24" WEST, 50.00 FEET; THENCE SOUTH 89°45'36" EAST, 130.28 FEET; THENCE SOUTH 00°08'43" WEST, 5.00 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89°45'36" WEST ALONG SAID SOUTH LINE, 188.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (3,862 S.F.).



LEGEND	
	PROPERTY LINE
	SECTION LINE
	ROW LINE
	EASEMENT AREA



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements for Veridian Credit Union - NW Georgetown Boulevard Widening for paving and related work.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS FOR VERIDIAN CREDIT UNION - NW GEORGETOWN BOULEVARD WIDENING FOR PAVING

WHEREAS, on the 5th day of April, 2021, the City of Ankeny, Iowa entered into a three-party contract with Primus Companies, Inc, the Contractor, and Veridian Credit Union, the Developer, for the construction of certain public improvements generally described as Paving and related work, approved under Resolution No. 2021-168; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on January 17th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 17th day of January, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Veridian Credit Union NW Georgetown Boulevard Widening

Ankeny, Iowa

January 17, 2023

This is to certify that the construction improvements on the ***Veridian Credit Union – NW Georgetown Boulevard Widening*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



***James Gallagher
Project Manager
Olsson***

Iowa License Number 25366



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal and Performance, Payment, and Maintenance Bond from Absolute Concrete in the amount of \$31,590.00 for the construction of the 2023 - SW Westview Drive Storm Sewer Repair project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal and Performance, Payment, and Maintenance Bond from Absolute Concrete for the 2023 - SW Westview Drive Storm Sewer Repair project.

The 2023 – SW Westview Drive Storm Sewer Repair project includes constructing one spot repair by pipe replacement on a 24-inch diameter RCP storm sewer. The project area is located near the intersection of SW Magazine Road & SW Westview Drive.



The project improvements include mobilizing to the site; establishing temporary traffic control measures (including two portable dynamic message signs); constructing a 25.5 SY, 7-inch PCC full depth patch; one minor manhole adjustment; providing and placing 8 CY of compost-amended topsoil; 0.03 Ac. of Type 1 conventional seeding and fertilizing; and placing 145 SY of Type 2 temporary rolled erosion control products.

Bid invitations were sent to ten (10) contractors. Three (3) bids was received for the project as follows:

Absolute Concrete dba Absolute Group	\$31,590.00
Granite Excavating	\$51,310.00
On Track Construction	\$45,095.00

The Engineer's Estimate was \$31,245.00. The bids ranged from 1% above the engineer's estimate to 64% above the engineer's estimate. Absolute Concrete has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 - SW Westview Drive Storm Sewer Repair project to Absolute Concrete of Slater, Iowa.

FISCAL IMPACT: **No**

The 2023 - SW Westview Drive Storm Sewer Repair project is funded from the CIP's Annual Storm Water Replacement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal and Performance, Payment, and Maintenance Bond from Absolute Concrete for the 2023 - SW Westview Drive Storm Sewer Repair project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tab
 Location Map

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM ABSOLUTE CONCRETE DBA ABSOLUTE GROUP IN THE AMOUNT OF \$31,590.00 FOR THE CONSTRUCTION OF THE 2023 – SW WESTVIEW DRIVE STORM SEWER REPAIR PROJECT.

WHEREAS, the City of Ankeny desires to construct one spot repair by pipe replacement on a 24-inch diameter reinforced concrete pipe (RCP) storm sewer along SW Westview Drive, and;

WHEREAS, a request for proposal was sent out to ten (10) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Absolute Concrete dba Absolute Group	\$31,590.00
Granite Excavating	\$51,310.00
On Track Construction	\$45,095.00
Engineer's Estimated Cost	\$31,245.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Absolute Concrete dba Absolute Group in the amount of \$31,590.00 be accepted for the construction of the 2023 – SW Westview Drive Storm Sewer Repair project and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 17th day of January, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation

2023 - SW Westview Drive Storm Sewer Repair

1/5/2023

				Engineer's Estimate			Absolute Concrete			Granite Excavating			On Track Construction		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK													
2.01	2010-D	Topsoil, Compost-amended	CY	8	\$75.00	\$600.00	8	\$175.00	\$1,400.00	8	\$500.00	\$4,000.00	8	\$200.00	\$1,600.00
		SEWERS AND DRAINS													
4.01	Special	Spot Repairs by Pipe Replacement, Storm Sewer, RCP, 24" Diameter	Ea.	1	\$15,000.00	\$15,000.00	1	\$9,000.00	\$9,000.00	1	\$7,500.00	\$7,500.00	1	\$14,000.00	\$14,000.00
		STRUCTURES FOR SANITARY AND STORM SEWER													
6.01	6010-E	Manhole Adjustment, Minor	Ea.	1	\$2,000.00	\$2,000.00	1	\$3,000.00	\$3,000.00	1	\$4,000.00	\$4,000.00	1	\$1,640.00	\$1,640.00
		STREETS AND RELATED WORK													
7.01	7010-I	PCC Pavement Samples and Testing	LS	1	\$750.00	\$750.00	1	\$785.00	\$785.00	1	\$1,200.00	\$1,200.00	1	\$400.00	\$400.00
7.02	7040-A	Full Depth Patch, 7-inch PCC	SY	25.5	\$80.00	\$2,040.00	25.5	\$155.00	\$3,952.50	25.5	\$600.00	\$15,300.00	25.5	\$370.00	\$9,435.00
		TRAFFIC CONTROL													
8.01	8030-A	Temporary Traffic Control	LS	1	\$3,500.00	\$3,500.00	1	\$3,050.00	\$3,050.00	1	\$5,000.00	\$5,000.00	1	\$2,500.00	\$2,500.00
8.02	Special	Portable Dynamic Message Sign (PDMS)	CDAY	6	\$200.00	\$1,200.00	6	\$250.00	\$1,500.00	6	\$850.00	\$5,100.00	6	\$135.00	\$810.00
		SITE WORK AND LANDSCAPING													
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	Ac.	0.03	\$9,000.00	\$270.00	0.03	\$36,025.00	\$1,080.75	0.03	\$12,000.00	\$360.00	0.03	\$35,000.00	\$1,050.00
9.02	9040-E	Temporary Rolled Erosion Control Products, Type 2	SY	145	\$13.00	\$1,885.00	145	\$8.25	\$1,196.25	145	\$30.00	\$4,350.00	145	\$8.00	\$1,160.00
		MISCELLANEOUS													
11.01	11,020-A	Mobilization	LS	1	\$3,000.00	\$3,000.00	1	\$5,750.00	\$5,750.00	1	\$2,500.00	\$2,500.00	1	\$12,000.00	\$12,000.00
11.02	11,050-A	Concrete Washout	LS	1	\$1,000.00	\$1,000.00	1	\$875.50	\$875.50	1	\$2,000.00	\$2,000.00	1	\$500.00	\$500.00
TOTAL AMOUNT BID =				\$31,245.00			\$31,590.00			\$51,310.00			\$45,095.00		

Text in blue indicates a corrected amount from submitted bid. On Track's Bid Total Price for 8.02 was \$1,215, but the unit price governs.



2023 - SW Westview Drive Storm Sewer Repair
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

NW 36th Street & NW State Street Interim Improvements: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Con-Struct, Inc. in the amount of \$633,988.00; and c) Final Payment #5 in the amount of \$8,921.44; and Retainage Payment in the amount of \$9,509.82.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Con-Struct, Inc. of Ames, Iowa for the NW 36th Street & NW State Street Interim Improvements.

A series of actions are needed in order to close out this construction project:

a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the NW 36th Street & NW State Street Interim Improvements and establishes the final contract amount to be \$633,988.00.

c) Final Payment: Con-Struct, Inc = \$8,921.44

Retainage Payment: Con-Struct, Inc.= \$9,509.82

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program in 2022.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Engineer's Certificate of Completion for the NW 36th Street & NW State Street Interim Improvements.
2. Adopt the Resolution accepting the NW 36th Street & NW State Street Interim Improvements in the final contract amount of \$633,988.00.
3. Authorize Final Payment in the amount of \$8,921.44 and Retainage Payment in the amount of \$9,509.82.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 21, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion

 Pay Application #5 & Final
 Resolution
 Location Map

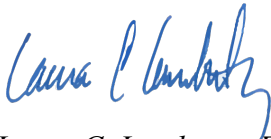
CERTIFICATE OF COMPLETION

NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
Ankeny, Iowa

January 17, 2023

This is to certify that the construction improvements on the **NW 36th Street and NW State Street Interim Improvements** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$633,988.00**. I hereby recommend acceptance of the project.

Respectfully submitted,



Laura C. Lamberty, P.E.
Project Manager
Snyder & Associates, Inc.
Iowa License Number P21814

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW State Street Interim Improvements
Contractor: Con-struct Inc.
Address: 305 South Dayton Avenue, Ames, Iowa 50010
Finance Budget Code: 935.3935.4451 **Finance Project #** 935.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: February 21, 2022 **Vendor #**

Date of Council Meeting: January 17, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: December 8, 2022 Through: January 4, 2023

Contract Summary

Original Contract Amount:	\$	628,798.00	
Net change by Change Orders:	\$	5,190.00	
Contract Amount to Date: (line 1 ± 2)	\$	633,988.00	
Total completed and stored to date:	\$	633,988.00	
Retainage: 1.5 % of Completed Work:	\$	9,509.82	
Total Earned less Retainage:	\$	624,478.18	
Less previous applications for payment:	\$	615,556.74	
SUBTOTAL	\$	8,921.44	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	8,921.44	

Balance to finish, including retainage: \$ 9,509.82

Contract Time Remaining (If applicable) 9.00 Working Days

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

Construction Contractor Approval: Con-struct Inc.
Firm Name

Signature

Date 1/9/2023

Engineer / Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature

Date January 9, 2023

City of Ankeny Staff Approval:

Signature

Date 1/9/23

Submit to: Leslie Hart
E-mail: LHart@ankenylowa.gov **Phone:** (515) 963-3548 **Fax:**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETE WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.1	Cleaning and Grubbing	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00		\$ -		1.00	\$ 2,000.00	0.00	100.00%
2.2	Topsoil, On-site	CY	633.00		633.00	\$ 30.00	\$ 18,990.00		\$ -	633	1.00	\$ 18,990.00	0.00	100.00%
2.3	Excavation, Class 10	CY	564.00	2.00	566.00	\$ 60.00	\$ 33,960.00		\$ -	566	1.00	\$ 33,960.00	0.00	100.00%
2.4	Below Grade Excavation (Core Cut), Modified Subbase	CY	150.00	(150.00)	0.00	\$ 10.00	\$ -		\$ -	-	0.00	\$ -	0.00	100.00%
2.5	Subgrade Preparation, 12 inch Depth	SY	2,960.00		2,960.00	\$ 5.00	\$ 14,800.00		\$ -	2,960	1.00	\$ 14,800.00	0.00	100.00%
2.6	Subbase, Modified, 8 inch Depth	SY	720.00		720.00	\$ 13.00	\$ 9,360.00		\$ -	720	1.00	\$ 9,360.00	0.00	100.00%
2.7	Compaction Testing	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	1.00	\$ 3,000.00	0.00	100.00%
SEWERS AND DRAINS														
4.1	Storm Sewer, Trenched, 15" RCP 2000	LF	20.00	1.62	21.62	\$ 160.00	\$ 3,459.20		\$ -	21.62	21.62	\$ 3,459.20	0.00	100.00%
4.2	Storm Sewer, Trenched, 24" RCP 2000	LF	8.00		8.00	\$ 220.00	\$ 1,760.00		\$ -	8	8.00	\$ 1,760.00	0.00	100.00%
4.3	Subdrain, Compacted P/C, Type 1, 6 inch Dia.	LF	268.00	(59.00)	199.00	\$ 18.00	\$ 3,582.00		\$ -	199	1.00	\$ 3,582.00	0.00	100.00%
4.4	Subdrain, Compacted P/C, Type 1, 6 inch Dia.	EA	4.00	(2.00)	2.00	\$ 500.00	\$ 1,000.00		\$ -	2	2.00	\$ 1,000.00	0.00	100.00%
4.5	Remove Subdrain	LF	297.00	(59.00)	238.00	\$ 10.00	\$ 2,380.00		\$ -	238	238.00	\$ 2,380.00	0.00	100.00%
WATER MAIN														
5.1	Water Main, Trenched, CS90, 12 inch Dia	LF	54.00		54.00	\$ 170.00	\$ 9,180.00		\$ -	54	54.00	\$ 9,180.00	0.00	100.00%
5.2	Water Main Connection	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00		\$ -	2	2.00	\$ 8,000.00	0.00	100.00%
5.3	Remove Water Main	LF	52.00		52.00	\$ 30.00	\$ 1,560.00		\$ -	52	52.00	\$ 1,560.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM														
6.1	Manhole, SIV-401, 48 inch Dia	EA	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	1.00	1.00	\$ 7,000.00	0.00	100.00%
6.2	Intake, SIV-501	EA	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
6.3	Intake, SIV-541	EA	1.00		1.00	\$ 11,000.00	\$ 11,000.00		\$ -	1.00	1.00	\$ 11,000.00	0.00	100.00%
6.4	Remove Intake	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	1.00	\$ 1,000.00	0.00	100.00%
STREETS AND RELATED WORK														
7.1	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
7.2	PCC Pavement Widening, 9 inch Depth	SY	1,831.00		1,831.00	\$ 76.00	\$ 138,156.00		\$ -	1,831	1.00	\$ 138,156.00	0.00	100.00%
7.3	Removal of Sidewalk	SY	409.00		409.00	\$ 10.00	\$ 4,090.00		\$ -	409	409.00	\$ 4,090.00	0.00	100.00%
7.4	Removal of Driveway	SY	46.00		46.00	\$ 10.00	\$ 460.00		\$ -	46	46.00	\$ 460.00	0.00	100.00%
7.5	Sidewalk, PCC, 4 inch Depth	SY	34.00		34.00	\$ 48.00	\$ 1,632.00		\$ -	34.00	34.00	\$ 1,632.00	0.00	100.00%
7.6	Sidewalk, PCC, 5 inch Depth	SY	330.00		330.00	\$ 50.00	\$ 16,500.00		\$ -	330.00	330.00	\$ 16,500.00	0.00	100.00%
7.7	Sidewalk, PCC, 6 inch Depth	SY	39.00		39.00	\$ 60.00	\$ 2,340.00		\$ -	39	39.00	\$ 2,340.00	0.00	100.00%
7.8	Detachable Warning, Galvanized Steel	SF	79.00	3.00	82.00	\$ 60.00	\$ 4,920.00		\$ -	82	82.00	\$ 4,920.00	0.00	100.00%
7.9	Driveway, Paved, Type A, 6 inch Depth	SY	94.00		94.00	\$ 60.00	\$ 5,640.00		\$ -	94	94.00	\$ 5,640.00	0.00	100.00%
7.10	Driveway, Granular, Class A	TON	37.60	(5.04)	32.56	\$ 40.00	\$ 1,302.40		\$ -	32.56	32.56	\$ 1,302.40	0.00	100.00%
7.11	Pavement Removal	SY	217.00		217.00	\$ 20.00	\$ 4,340.00		\$ -	217	217.00	\$ 4,340.00	0.00	100.00%
7.12	Curb and Gutter Removal, 3 Foot Width	LF	1,362.00		1,362.00	\$ 16.00	\$ 20,430.00		\$ -	1,362	1,362.00	\$ 20,430.00	0.00	100.00%
TRAFFIC CONTROL														
8.1	Traffic Signalization	LS	1.00		1.00	\$ 110,000.00	\$ 110,000.00		\$ -	1.00	1.00	\$ 110,000.00	0.00	100.00%
8.2	Handhole Type IV, 30"x48", Pre-cast Polymer Concrete Handhole	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	2.00	\$ 4,000.00	0.00	100.00%
8.3	Fiber Optic Cable 56 CT SM (CIV. Furnished)	LF	6,480.00		6,480.00	\$ 1.60	\$ 10,368.00		\$ -	6,480.00	6,480.00	\$ 10,368.00	0.00	100.00%
8.4	Fiber Optic Fusion Splice	EA	12.00		12.00	\$ 110.00	\$ 1,320.00		\$ -	12.00	12.00	\$ 1,320.00	0.00	100.00%
8.5	Fiber Enclosure, 1 Panel Capacity, SPT-41P, DIN Rail Mounted	EA	2.00		2.00	\$ 140.00	\$ 280.00		\$ -	2.00	2.00	\$ 280.00	0.00	100.00%
8.6	CCH Panel, 12 CT, CCH-CP 12-A-P03H	EA	2.00		2.00	\$ 600.00	\$ 1,200.00		\$ -	2.00	2.00	\$ 1,200.00	0.00	100.00%
8.7	Traffic Signs, Remove and Reinstall	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00		\$ -	1.00	1.00	\$ 1,000.00	0.00	100.00%
8.8	Traffic Signs, Remove	LS	1.00		1.00	\$ 220.00	\$ 220.00		\$ -	1	1.00	\$ 220.00	0.00	100.00%
8.9	Traffic Sign	EA	1.00		1.00	\$ 550.00	\$ 550.00		\$ -	1.00	1.00	\$ 550.00	0.00	100.00%
8.10	Painted Pavement Markings, Durable	SYA	62.90		62.90	\$ 140.00	\$ 8,806.00		\$ -	62.90	62.90	\$ 8,806.00	0.00	100.00%
8.11	Painted Symbols and Legends, Durable	EA	8.00		8.00	\$ 330.00	\$ 2,640.00		\$ -	8.00	8.00	\$ 2,640.00	0.00	100.00%
8.12	Pavement Markings Removed	SYA	8.80		8.80	\$ 230.00	\$ 2,024.00		\$ -	8.80	8.80	\$ 2,024.00	0.00	100.00%
8.13	Grooves Cut for Pavement Markings	SYA	9.70		9.70	\$ 140.00	\$ 1,358.00		\$ -	9.70	9.70	\$ 1,358.00	0.00	100.00%
8.14	Grooves Cut for Symbols and Legends	EA	2.00		2.00	\$ 190.00	\$ 380.00		\$ -	2.00	2.00	\$ 380.00	0.00	100.00%
8.15	Temporary Traffic Control	LS	1.00		1.00	\$ 16,000.00	\$ 16,000.00		\$ -	1.00	1.00	\$ 16,000.00	0.00	100.00%
8.16	Portable Dynamic Message Sign	CDAY	30.00	3.00	33.00	\$ 110.00	\$ 3,630.00		\$ -	33	33.00	\$ 3,630.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.1	Conventional Seeding and Fertilizing, Type 4	AC	1.10	(1.10)	0.00	\$ 550.00	\$ -		\$ -	-	0.00	\$ -	0.00	100.00%
9.2	Conventional Seeding and Fertilizing, Type 6	AC	1.10	(0.06)	1.04	\$ 2,600.00	\$ 2,704.00		\$ -	-	1.04	\$ 2,704.00	0.00	100.00%
9.3	Filler Sock, 9 inch Dia	LF	2,350.00	(1,333.00)	1,017.00	\$ 2.00	\$ 2,034.00		\$ -	1,017	1,017.00	\$ 2,034.00	0.00	100.00%
9.4	Filler Sock, Removal	LF	2,350.00	(1,333.00)	1,017.00	\$ 0.30	\$ 305.10		\$ -	-	1,017.00	\$ 305.10	0.00	100.00%
9.5	Erosion Control Matting, Hydromulching, Bonded Fiber Matrix	AC	2.20	(0.25)	1.94	\$ 3,600.00	\$ 6,984.00		\$ -	1.94	1.94	\$ 6,984.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 633,988.00 PAY PERIOD = \$ 9,057.30

COMPLETED = \$ 633,988.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 18, 2022	\$ 331,630.56
2	August 15, 2022	\$ 235,868.66
3	September 19, 2022	\$ 26,184.94
4	December 19, 2022	\$ 21,872.58
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 615,556.74

Record of Change Orders

No.	Date	Amount
1	July 18, 2022	\$ 5,960.00
2	September 19, 2022	\$ (770.00)
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CHANGE ORDER TOTAL = \$ 5,190.00

Please update Payment Application Sheet

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	June 2, 2022
Contract Working Days:	45.0
Added by Change Order:	0.0
Total Working Days:	45.0
Working Days Used to Date:	36.0
Working Days Remaining:	9.0

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW 36TH STREET AND NW STATE STREET INTERIM 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 ACCEPTING THE NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS

WHEREAS, on the 21st day of February, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Con-Struct, Inc. of Ames, Iowa, for the construction of certain public improvements generally described as the NW 36th Street and NW State Street Interim Improvements; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on January 17, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$633,988.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Ankeny Parks Maintenance Facility Renovation - Phase 2: Consider motion to approve: a) The Architect's Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Burkett Construction, LLC in the amount of \$763,697.00; and c) Approval of Change Order #2 in the amount of \$8,076.00; d) Approval of Pay Application #9 in the amount of \$7,672.20; and e) Final Payment #10/Release of Retainage in the amount of \$38,184.85 which will be released 30 days after project acceptance.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, approval of a final change order, approval of progress payment, and approval of the retainage payment to Burkett Construction LLC for the Ankeny Parks Maintenance Facility Renovation -Phase 2.

This project is now fully complete and all closeout items have been addressed by the contractor. A series of acceptance actions are needed in order to close out this construction project:

a) Architect's Certificate of Completion: The attached Certificate of Completion from the architect, ASK Studios, states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Architect's Certificate of Completion.

c) Approval of Change Order #2 in the amount of \$8,076.00 for project close out work.

d) Payment #9, for work associated with completing the project in the amount of \$7,672.20.

e) Releasing the retainage on the project to Burkett Construction, LLC in the amount of \$38,184.85. It is recommended that the retainage payment be approved for payment 30 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Architect's Certificate of Completion.

2. Adopt the Resolution accepting the project.

3. Approve Change Order #2

4. Approve Pay Application #9

5. Approve Pay Application #10 Final, authorizing the Retainage Payment 30 days after project acceptance.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 12, 2021: City Council awarded construction and approved construction contract.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order 2
 Pay Application 9
 Pay Application 10 Final
 Letter of Acceptance
 Resolution

CHANGE ORDER FORM



Project Title: Ankeny Parks Maintenance Facility Renovation - Phase 2
Contractor: Burkett Construction LLC
Address: PO Box 247 - 25 Ellefson Dr. De Soto, IA 50069
Finance Budget Code: 914.2914.4413 **Finance Project #** 914.4413
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 12, 2021 **Vendor #** 010137

Change Order Number: 2

Change Order Date: January 17, 2023

Purpose of Change Order: See attachments

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
CR8.2	RFP #07 - (Item #2) Interior Hose Bib at West Wall in Vehicle Bay 1				\$ 1,265.00
CR8.4A	RFP #07 - (Item #4 - Option A) Hot/Cold Water at East Wall in Vehicle Bay 1				\$ 997.00
CR9	Replace water line to be below insulation due to freezing				\$ 5,368.00
CR10	Furnish and install additional fire ext. per request of Fire Marshall				\$ 446.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 8,076.00**

Contractor Accepted: Burkett Construction LLC
 Firm Name
 Signature [Signature] Date 12.20.22

Engineer Approved: Ask Studio
 Firm Name
 Signature [Signature] Date 1.5.2023

Owner Accepted: City of Ankeny
 Signature _____ Title _____
 Date _____

Attest for Owner:
 Signature _____ Title _____
 Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 732,560.00
1	October 7, 2021	\$ 23,061.00
2	November 15, 2022	\$ 8,076.00
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Revised Contract Amount **\$ 763,697.00**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Parks Maintenance Facility Renovation - Phase 2
Contractor: Burkett Construction LLC
Address: PO Box 247 - 25 Ellefson Dr. De Soto, IA 50069
Finance Budget Code: 914.2914.4413 **Finance Project #** 914.4413
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 12, 2021 **Vendor #** 010137

Date of Council Meeting:

01/17/2023 MS

PAYMENT REQUEST # 9

PAYMENT PERIOD: From: December 2, 2021 Through: November 15, 2021

Contract Summary

Original Contract Amount:	\$	732,560.00	
Net change by Change Orders:	\$	31,137.00	
Contract Amount to Date: (line 1 ± 2)	\$	763,697.00	
Total completed and stored to date:	\$	763,697.00	
Retainage: 5 % of Completed Work:	\$	38,184.85	
Total Earned less Retainage:	\$	725,512.15	
Less previous applications for payment:	\$	717,839.95	
SUBTOTAL	\$	7,672.20	
OTHER CHARGES (Attach an Itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	7,672.20	

Balance to finish, including retainage: \$ 38,184.85

Contract Time Remaining (if applicable) - Calendar 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: Burkett Construction LLC

Firm Name

Signature

November 15, 2022

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Mike Schrock - Assistant City Manager

E-mail:

MSchrock@AnkenyIowa.gov

Phone:

(515) 965-6420

Fax:

(515) 963-3537

Date Printed: 11/15/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 30, 2021	\$ 17,400.20
2	May 31, 2021	\$ 95,779.95
3	June 30, 2021	\$ 98,762.95
4	July 31, 2021	\$ 98,609.05
5	August 31, 2021	\$ 164,631.20
6	September 30, 2021	\$ 89,015.00
7	October 31, 2021	\$ 58,130.50
8	November 30, 2021	\$ 95,511.10
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 717,839.95

Record of Change Orders

No.	Date	Amount
1	October 7, 2021	\$ 23,061.00
2	November 15, 2022	\$ 8,076.00
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CHANGE ORDER TOTAL = \$ 31,137.00

Contract Time Remaining

Contract Period:	Calendar Days
Construction Start Date:	May 17, 2021

Substantial Completion

Contract Date: Nov. 1, 2021	168.0
Added by Change Order:	
Total Working Days:	168.0
Working Days Used to Date:	168.0
Working Days Remaining:	0.0

Full Completion

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER:

City of Ankeny
410 West First Street
Ankeny, IA 50023

FROM CONTRACTOR:

Burkett Construction, LLC
PO Box 247 | 25 Ellefson Dr.
De Soto, IA 50069

CONTRACT FOR: Ankeny Parks Maintenance Facility Phase 2

PROJECT: Ankeny Parks Maintenance

Facility Phase 2
210 NW Ash Drive
Ankeny, IA 50023

VIA ARCHITECT: ASK Studio

3716 Ingersoll Ave.
Des Moines, IA 50312

APPLICATION NO:

9

PERIOD TO: 12/1/2021 - 11/15/2022

PROJECT NOS: ASK: 19-026 / Burkett: 21-002

CONTRACT DATE: 03/12/21

Distribution to:

☒ OWNER
☒ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	732,560.00
2. Net change by Change Orders	\$	31,137.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	763,697.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	763,697.00
5. RETAINAGE:		
a. 5.00% % of Completed Work (Column D + E on G703)	\$	38,184.85
b. 5.00% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	38,184.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	725,512.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	717,839.95
8. CURRENT PAYMENT DUE	\$	7,672.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	38,184.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,061.00	\$0.00
Total approved this Month	\$8,076.00	\$0.00
TOTALS	\$31,137.00	\$0.00
NET CHANGES by Change Order	\$31,137.00	

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 amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Burkett Construction, LLC.

By: Andrew Burkett

Date: 11/15/22

State of: IA

County of: Polk

Subscribed and sworn to before me this day of 11/15/22

Notary Public:

My Commission expires:

PAIGE BURKETT
Notarial Seal - Iowa
Commission Number 843704
My Commission Expires Nov 9, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,672.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date: 12.23.22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9

APPLICATION DATE: 11/15/22

PERIOD TO: 12/1/21-11/15/22

ARCHITECT'S PROJECT NO: ASK: 19-026 / Burkett: 21-002

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$68,000.00	\$68,000.00			\$68,000.00	100.00%		\$3,400.00
2	Demolition	\$15,850.00	\$15,850.00			\$15,850.00	100.00%		\$792.50
3	Sitework	\$27,960.00	\$27,960.00			\$27,960.00	100.00%		\$1,398.00
4	Utilities	\$7,650.00	\$7,650.00			\$7,650.00	100.00%		\$382.50
5	Landscaping	\$5,500.00	\$5,500.00			\$5,500.00	100.00%		\$275.00
6	Concrete	\$24,570.00	\$24,570.00			\$24,570.00	100.00%		\$1,228.50
7	HMA Asphalt	\$8,325.00	\$8,325.00			\$8,325.00	100.00%		\$416.25
8	Thin Brick Masonry	\$18,906.00	\$18,906.00			\$18,906.00	100.00%		\$945.30
9	Structural Steel / Erection	\$18,345.00	\$18,345.00			\$18,345.00	100.00%		\$917.25
10	Rough Carpentry	\$26,700.00	\$26,700.00			\$26,700.00	100.00%		\$1,335.00
11	Metal Panel Systems	\$87,050.00	\$87,050.00			\$87,050.00	100.00%		\$4,352.50
12	Joint Sealants	\$3,200.00	\$3,200.00			\$3,200.00	100.00%		\$160.00
13	Entrances & Storefronts	\$18,100.00	\$18,100.00			\$18,100.00	100.00%		\$905.00
14	Doors/Frames/Hardware	\$35,422.00	\$35,422.00			\$35,422.00	100.00%		\$1,771.10
15	Drywall & Framing	\$30,174.00	\$30,174.00			\$30,174.00	100.00%		\$1,508.70
16	Flooring	\$9,100.00	\$9,100.00			\$9,100.00	100.00%		\$455.00
17	Painting	\$9,345.00	\$9,345.00			\$9,345.00	100.00%		\$467.25
18	Specialties	\$17,672.00	\$17,672.00			\$17,672.00	100.00%		\$883.60
19	Residential Cabinets / Countertops	\$10,800.00	\$10,800.00			\$10,800.00	100.00%		\$540.00
20	Window Covering / Appliances	\$2,895.00	\$2,895.00			\$2,895.00	100.00%		\$144.75
21	Plumbing	\$34,704.00	\$34,704.00			\$34,704.00	100.00%		\$1,735.20
22	HVAC	\$109,280.00	\$109,280.00			\$109,280.00	100.00%		\$5,464.00
23	Electrical	\$97,320.00	\$97,320.00			\$97,320.00	100.00%		\$4,866.00
24	GL Insurance	\$4,437.00	\$4,437.00			\$4,437.00	100.00%		\$221.85
25	Payment & Performace Bond	\$6,579.00	\$6,579.00			\$6,579.00	100.00%		\$328.95
26	OH&P	\$34,676.00	\$34,676.00			\$34,676.00	100.00%		\$1,733.80
27	CO#01 - CR 01 Plumbing Changes	\$1,946.00	\$1,946.00			\$1,946.00	100.00%		\$97.30
28	CO#01 - CR 03 East Exterior Wall	\$9,478.00	\$9,478.00			\$9,478.00	100.00%		\$473.90
29	CO#01 - CR 04 Base Angle Replacement	\$631.00	\$631.00			\$631.00	100.00%		\$31.55
30	CO#01 - CR 05 Office VCT Flooring	\$3,380.00	\$3,380.00			\$3,380.00	100.00%		\$169.00
31	CO#01 - CR 06 Column Base Repair	\$7,626.00	\$7,626.00			\$7,626.00	100.00%		\$381.30
32	CO#02 - CR 8.2 Hose bib at West Wall	\$1,265.00		\$1,265.00		\$1,265.00	100.00%		\$63.25
33	CO#02 - CR 8.4A Hot/Cold Wtr East Wall	\$997.00		\$997.00		\$997.00	100.00%		\$49.85
34	CO#02 - CR 9 Replace Water Line	\$5,368.00		\$5,368.00		\$5,368.00	100.00%		\$268.40
35	CO#02 - CR 10 Additional Fire Ext	\$446.00		\$446.00		\$446.00	100.00%		\$22.30
GRAND TOTALS		\$763,697.00	\$755,621.00	\$8,076.00	\$0.00	\$763,697.00	100.00%	0.00	\$38,184.85

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Parks Maintenance Facility Renovation - Phase 2
Contractor: Burkett Construction LLC
Address: PO Box 247 - 25 Ellefson Dr. De Soto, IA 50069
Finance Budget Code: 914.2914.4413 **Finance Project #** 914.4413
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 12, 2021 **Vendor #** 010137

Date of Council Meeting: 01/17/2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: November 15, 2022 Through: November 16, 2022

Contract Summary

Original Contract Amount:	\$	732,560.00	
Net change by Change Orders:	\$	31,137.00	
Contract Amount to Date: (line 1 ± 2)	\$	763,697.00	
Total completed and stored to date:	\$	763,697.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	763,697.00	
Less previous applications for payment:	\$	725,512.15	
SUBTOTAL	\$		38,184.85
OTHER CHARGES (Attach an Itemized list)	\$		-
CURRENT PAYMENT DUE	\$		38,184.85

Balance to finish, including retainage: \$ -

Contract Time Remaining (If applicable) - Calendar 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: Burkett Construction LLC
 Signature: [Signature] Date: November 16, 2022

Engineer / Consultant Approval: ASK STUDIO
 Signature: [Signature] Date: Dec 23, 2022

City of Ankeny Staff Approval:
 Signature: [Signature] Date: 01/06/2023

Submit to: Mike Schrock - Assistant City Manager
E-mail: MSchrock@AnkenyIowa.gov **Phone:** (515) 965-6420 **Fax:** (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 30, 2021	\$ 17,400.20
2	May 31, 2021	\$ 95,779.95
3	June 30, 2021	\$ 98,762.95
4	July 31, 2021	\$ 98,609.05
5	August 31, 2021	\$ 164,631.20
6	September 30, 2021	\$ 89,015.00
7	October 31, 2021	\$ 58,130.50
8	November 30, 2021	\$ 95,511.10
9	November 15, 2022	\$ 7,672.20
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 725,512.15

Record of Change Orders

No.	Date	Amount
1	October 7, 2021	\$ 23,061.00
2	November 15, 2022	\$ 8,076.00
3		
4		
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20		

CHANGE ORDER TOTAL = \$ 31,137.00

Contract Time Remaining

Contract Period:	Calendar Days
Construction Start Date:	May 17, 2021

Substantial Completion

Contract Date: Nov. 1, 2021	168.0
Added by Change Order:	
Total Working Days:	168.0
Working Days Used to Date:	168.0
Working Days Remaining:	<u>0.0</u>

Full Completion

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER:

City of Ankeny
410 West First Street
Ankeny, IA 50023

FROM CONTRACTOR:

Burkett Construction, LLC
PO Box 247 | 25 Ellefson Dr.
De Soto, IA 50069

CONTRACT FOR: Ankeny Parks Maintenance Facility Phase 2

PROJECT: Ankeny Parks Maintenance

Facility Phase 2
210 NW Ash Drive
Ankeny, IA 50023

VIA ARCHITECT: ASK Studio

3716 Ingersoll Ave.
Des Moines, IA 50312

APPLICATION NO: 10

PERIOD TO: 11/15/2022 - 11/16/2022

PROJECT NOS: ASK: 19-026 / Burkett: 21-002

CONTRACT DATE: 03/12/21

Distribution to:

☒ OWNER
☒ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	732,560.00
2. Net change by Change Orders	\$	31,137.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	763,697.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	763,697.00
5. RETAINAGE:		
a. 0.00% % of Completed Work (Column D + E on G703)	\$	0.00
b. 5.00% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	763,697.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	725,512.15
8. CURRENT PAYMENT DUE	\$	38,184.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,061.00	\$0.00
Total approved this Month	\$8,076.00	\$0.00
TOTALS	\$31,137.00	\$0.00
NET CHANGES by Change Order	\$31,137.00	

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 amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Burkett Construction, LLC

By: Andrew Burkett

Date: 11/16/22

State of: IA

County of: DALLAS

Subscribed and sworn to before me this

day of 11/16/22

Notary Public: Paige Burkett
My Commission expires:

PAIGE BURKETT
Notarial Seal - Iowa
Commission Number 843704
My Commission Expires Nov 9, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 38,184.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date: 12.23.2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 10
APPLICATION DATE: 11/16/22
PERIOD TO: 11/15/22-11/16/22
ARCHITECT'S PROJECT NO: ASK: 19-026 / Burkett: 21-002

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$68,000.00	\$68,000.00			\$68,000.00	100.00%		\$3,400.00
2	Demolition	\$15,850.00	\$15,850.00			\$15,850.00	100.00%		\$792.50
3	Sitework	\$27,960.00	\$27,960.00			\$27,960.00	100.00%		\$1,398.00
4	Utilities	\$7,650.00	\$7,650.00			\$7,650.00	100.00%		\$382.50
5	Landscaping	\$5,500.00	\$5,500.00			\$5,500.00	100.00%		\$275.00
6	Concrete	\$24,570.00	\$24,570.00			\$24,570.00	100.00%		\$1,228.50
7	HMA Asphalt	\$8,325.00	\$8,325.00			\$8,325.00	100.00%		\$416.25
8	Thin Brick Masonry	\$18,906.00	\$18,906.00			\$18,906.00	100.00%		\$945.30
9	Structural Steel / Erection	\$18,345.00	\$18,345.00			\$18,345.00	100.00%		\$917.25
10	Rough Carpentry	\$26,700.00	\$26,700.00			\$26,700.00	100.00%		\$1,335.00
11	Metal Panel Systems	\$87,050.00	\$87,050.00			\$87,050.00	100.00%		\$4,352.50
12	Joint Sealants	\$3,200.00	\$3,200.00			\$3,200.00	100.00%		\$160.00
13	Entrances & Storefronts	\$18,100.00	\$18,100.00			\$18,100.00	100.00%		\$905.00
14	Doors/Frames/Hardware	\$35,422.00	\$35,422.00			\$35,422.00	100.00%		\$1,771.10
15	Drywall & Framing	\$30,174.00	\$30,174.00			\$30,174.00	100.00%		\$1,508.70
16	Flooring	\$9,100.00	\$9,100.00			\$9,100.00	100.00%		\$455.00
17	Painting	\$9,345.00	\$9,345.00			\$9,345.00	100.00%		\$467.25
18	Specialties	\$17,672.00	\$17,672.00			\$17,672.00	100.00%		\$883.60
19	Residential Cabinets / Countertops	\$10,800.00	\$10,800.00			\$10,800.00	100.00%		\$540.00
20	Window Covering / Appliances	\$2,895.00	\$2,895.00			\$2,895.00	100.00%		\$144.75
21	Plumbing	\$34,704.00	\$34,704.00			\$34,704.00	100.00%		\$1,735.20
22	HVAC	\$109,280.00	\$109,280.00			\$109,280.00	100.00%		\$5,464.00
23	Electrical	\$97,320.00	\$97,320.00			\$97,320.00	100.00%		\$4,866.00
24	GL Insurance	\$4,437.00	\$4,437.00			\$4,437.00	100.00%		\$221.85
25	Payment & Performace Bond	\$6,579.00	\$6,579.00			\$6,579.00	100.00%		\$328.95
26	OH&P	\$34,676.00	\$34,676.00			\$34,676.00	100.00%		\$1,733.80
27	CO#01 - CR 01 Plumbing Changes	\$1,946.00	\$1,946.00			\$1,946.00	100.00%		\$97.30
28	CO#01 - CR 03 East Exterior Wall	\$9,478.00	\$9,478.00			\$9,478.00	100.00%		\$473.90
29	CO#01 - CR 04 Base Angle Replacement	\$631.00	\$631.00			\$631.00	100.00%		\$31.55
30	CO#01 - CR 05 Office VCT Flooring	\$3,380.00	\$3,380.00			\$3,380.00	100.00%		\$169.00
31	CO#01 - CR 06 Column Base Repair	\$7,626.00	\$7,626.00			\$7,626.00	100.00%		\$381.30
32	CO#02 - CR 8.2 Hose bib at West Wall	\$1,265.00	\$1,265.00			\$1,265.00	100.00%		\$63.25
33	CO#02 - CR 8.4A Hot/Cold Wtr East Wall	\$997.00	\$997.00			\$997.00	100.00%		\$49.85
34	CO#02 - CR 9 Replace Water Line	\$5,368.00	\$5,369.00			\$5,369.00	100.02%		\$268.45
35	CO#02 - CR 10 Additional Fire Ext	\$446.00	\$446.00			\$446.00	100.00%		\$22.30
GRAND TOTALS		\$763,697.00	\$763,698.00	\$0.00	\$0.00	\$763,698.00	100.00%	0.00	\$38,184.90

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



December 23, 2022

Mr. Mike Schrock.
Assistant City Manager
City of Ankeny
Ankeny City Hall
410 West First Street
Ankeny, Iowa 50023

Re: Ankeny Parks Maintenance Facility Phase 2

Dear Mr. Schrock:

Please find attached Application for Payment 09 and 10 from Burkett Construction for their contract for General Construction for the Ankeny Parks Maintenance Facility Phase 21. Application for Payment #09 includes Change Order 02 amounts and is for 100% work completed less retainage amounts. Application for Payment #10 is for the retainage amount and will bring payment to 100% of contract amount.

All closeout documentation has been submitted, reviewed, and distributed to the City of Ankeny in accordance with the project specifications. All punchlist items, to our knowledge, have been completed. City Engineering has accepted the project.

There are two warranty issues remaining:

- Leak around roof vent color at ceiling unit heater in Vehicle Bay 1 adjacent to stair to mezzanine.
- Leak in ½ lite in door 136 adjacent to OH Door 1

We have certified the applications in the amount requested. ASK Studio recommends Final Acceptance of the Ankeny Parks Maintenance Facility Phase 2 as delivered by Burkett Construction.

If you have any questions or comments please call me. We appreciate the opportunity to work with the City of Ankeny on this project.

Respectfully;
Architects Schipper Kastner

Michael Kastner AIA

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE ANKENY PARKS MAINTENANCE FACILITY RENOVATION - PHASE 2", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE ANKENY PARKS MAINTENANCE FACILITY RENOVATION - PHASE 2

WHEREAS, on the 1st day of March, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Burkett Construction LLC of DeSoto, Iowa, for the construction of certain public improvements generally described as the Ankeny Parks Maintenance Facility Renovation - Phase 2; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Architect filed with the Clerk on December 23, 2023:

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

Section 1. That the report of the Architect be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be \$38,184.85, as shown in the report of the Architect.

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve certification to the Treasurer of State the population of the NGR Four Mile Drive annexed territory as determined by the last certified federal census of said territory.

EXECUTIVE SUMMARY:

The voluntary urbanized annexation of NGR Four Mile Drive is being filed with the Polk County Recorder and the Secretary of State. In any case where a city has annexed territory since the last available federal census or special federal census, the Mayor and Council shall certify to the Treasurer of State the population of such annexed territory as determined by the last certified federal census of said territory.

Population was verified with Polk County Assessor and a data.census.gov search with 2020: DEC Redistricting Data tables. (Census tract 106.01 and block 1010.) Land use shows agricultural.

Total population count of 0 people.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of certified population by the Mayor and City Council to the Treasurer of State.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certification to Treasurer of State
 Resolution
 Map



January 17, 2023

Treasurer of the State of Iowa
c/o RUT Accounting
1st Floor Lucas State Office Building
321 E. 12th Street
Des Moines, IA 50319

RE: City of Ankeny Annexation

Treasurer of the State of Iowa:

The City of Ankeny has completed the voluntary annexation that is described by the enclosed legal description and map.

The enclosed described property was Voluntarily Annexed by Resolution 2022-528, approved on November 21, 2022 by the Ankeny City Council after a public hearing held on that date.

Attached hereto for your records is a copy of the Resolution with attached property legal description and map of the parcels approved for annexation by the Council.

The annexed area is owned by NGR Inc and consists of no residential housing. Attached is an email from Deb Gervais, City of Ankeny Senior Planner, verifying the area's 2020 census data.

Per the Iowa Code section 312.3(4), please consider this letter as certification of the population of this area to be 0 (zero) as of the 2020 Census.

Sincerely yours,

Mark Holm, Mayor

Enc:
Resolution 2022-528
Map of Annexed Area
Email from Deb Gervais, Senior planner, City of Ankeny

RESOLUTION 2022-528

**RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED TO THE SOUTHEAST
QUADRANT OF ANKENY OWNED BY NGR, INC.**

WHEREAS, the titleholders of the following described territory have made application for annexation of the same into the City of Ankeny, Iowa:

LEGAL DESCRIPTION:

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

EXCEPTING

The North 780 feet of the following described property:

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

The annexation also includes any and all County road right-of-way to the centerline of the adjacent road.

LAYMAN'S DESCRIPTION:

Approximately 32.40 acres (+/-) of land contiguous to the southeast quadrant of the Ankeny corporate limits, generally located east of SE Four Mile Drive and ¾-mile north of SE Corporate Woods Drive.

WHEREAS, it is understood by the applicants that all streets, alleys, boulevards, sewers, water service and other public utilities located within the above described territory are to be installed at the sole expense of the developer of said territory; and

WHEREAS, it appears that the above-referenced owners are the only titleholders of the respective, above-described territory; and

WHEREAS, Section 368.5 of the Iowa Code provides that cities may, in connection with an annexation, annex property owned by the State of Iowa and County. The annexation includes any and all Polk County road right-of-way to the centerline of any adjacent road; and

WHEREAS, the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city within two miles of the territory have been notified 14 business days prior to the date of this resolution by certified mail and, further, notice of the proposed annexation was published at least 10 business days prior to the date of this resolution.

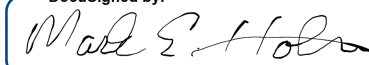
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny Iowa, that the above-described territory should be annexed and is hereby annexed to and made a part of the City of

Ankeny, Iowa, subject only to its approval by the City Development Board in accordance with Iowa Code Section 368.7(3).

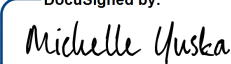
BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby authorized and directed to obtain from the Iowa Secretary of State an acknowledgment of its receipt of the herein-referred to map and resolution; and the City Clerk is hereby authorized and directed to certify, upon the completion of such acts, the filing of the copies of map and resolution with the Polk County Recorder and the filing of the copies of the resolution, map and legal description of the territory involved with the Iowa Department of Transportation, all as provided in the Code of Iowa.

PASSED AND APPROVED this 21st day of November, 2022.

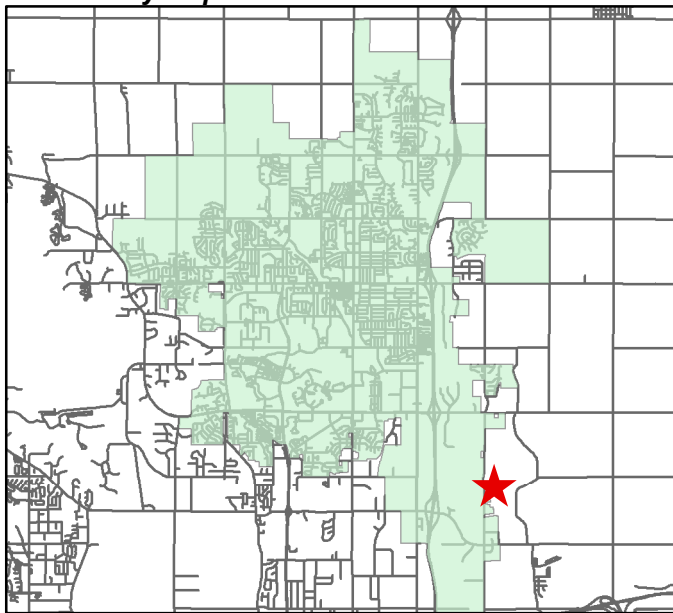
CITY OF ANKENY, IOWA

DocuSigned by:

4C9E47CDE950471...
Mark E. Holm, Mayor

ATTEST:

DocuSigned by:

7E497FC63C464A9...
Michelle Yuska, City Clerk

Vicinity Map



LEGAL DESCRIPTION

"THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT 40 RODS SQUARE) AND ALSO EXCEPT THE SOUTH 20.65 ACRES OF THE EAST 35.65 ACRES OF THE SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SAID SECTION FIVE (5), ALL BEING IN TOWNSHIP SEVENTY-NINE (79), NORTH OF RANGE TWENTY-THREE (23), WEST OF 5TH P.M., POLK COUNTY, IOWA

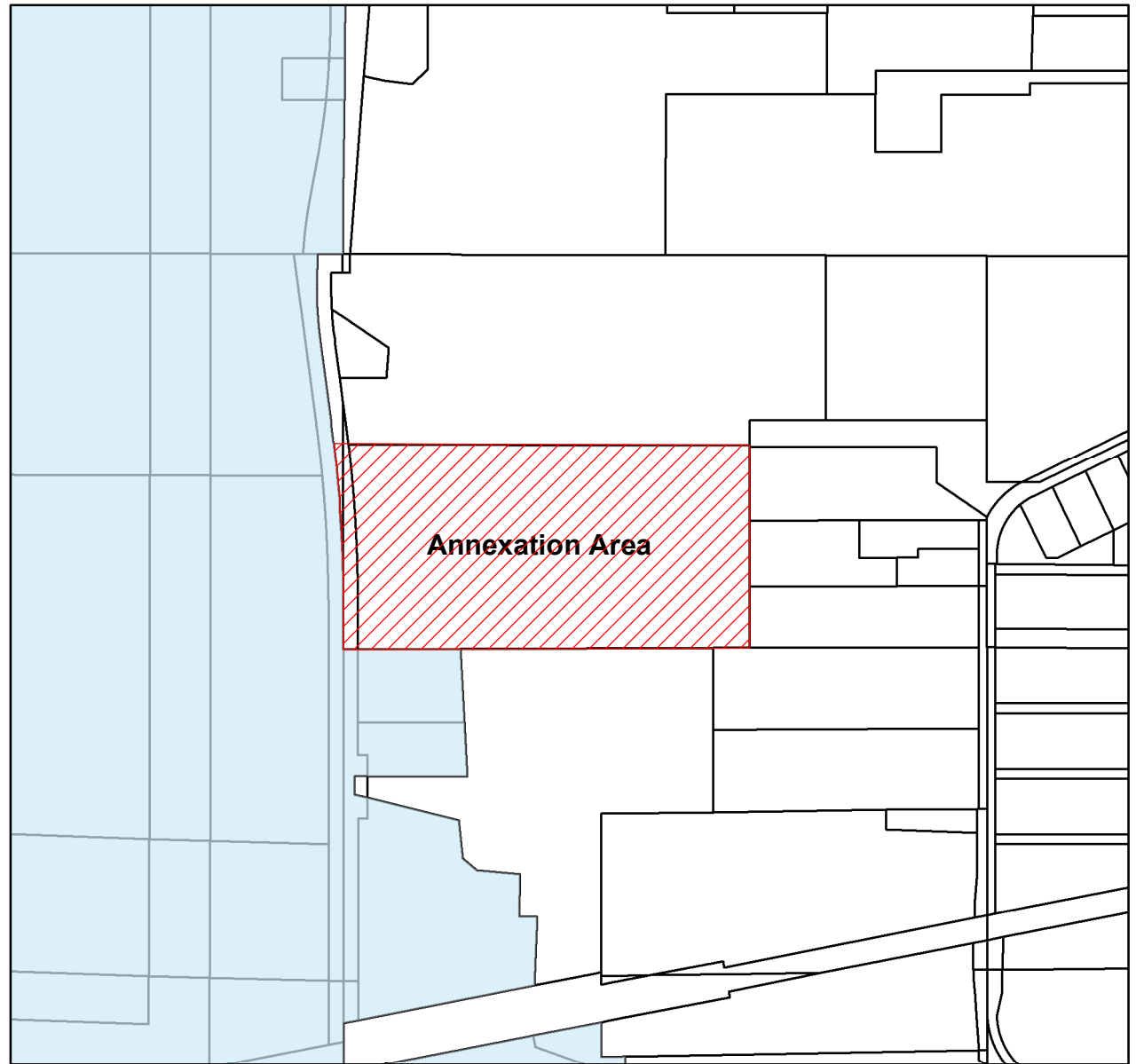
EXCEPTING

THE NORTH 780 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT 40 RODS SQUARE) AND ALSO EXCEPT THE SOUTH 20.65 ACRES OF THE EAST 35.65 ACRES OF SAID NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SAID SECTION FIVE (5), ALL BEING IN TOWNSHIP SEVENTY-NINE (79), NORTH OF RANGE TWENTY-THREE (23), WEST OF THE 5TH P.M., POLK COUNTY, IOWA.

THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD."

Property Owners:
NGR INC



1 inch = 700 feet

Annexation Map

City of Ankeny

**NGR Four Mile Drive
Annexation**

City of Ankeny, Iowa
Community Development Department

Drawn By: BMM

Sheet No.

Checked by:

1 of 1

Date: September 12, 2022



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-31.

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-31.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2127: An Ordinance vacating a portion of a Public Storm Sewer Easement located on Lot 1, John Deere Place Plat 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance vacating a portion of a Public Storm Sewer Easement located on Lot 1, John Deere Place Plat 4.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2127, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt RESOLUTION authorizing the sale of property vacated by the City of Ankeny, Iowa, to William Doyle, Aim High Automotive, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Exhibit
 Resolution
 Quit Claim Deed

WHEN RECORDED RETURN TO:

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

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

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF A PUBLIC STORM SEWER EASEMENT
LOCATED ON LOT 1, JOHN DEERE PLACE PLAT 4**

WHEREAS, pursuant to notice published in the manner required by law, on the 19th day of December, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a public storm sewer easement, as shown on the attached Easement Vacation Plat; and

WHEREAS, the City Council finds that all public purpose served by said easement will be replaced with other easement(s); and

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

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

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

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

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

PASSED AND APPROVED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

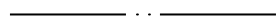
**1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____**

EXHIBIT "A"

REQUESTED BY & PROPRIETOR

Aim High Automotive LLC
c/o William Doyle
1001 SW Ordinance Road
Ankeny, Iowa 50023-2838

LEGEND

	Subject easement area
	Existing boundary line
	Existing easement line



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, JOHN DEERE PLACE PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa.

SUBJECT EASEMENT TO BE VACATED

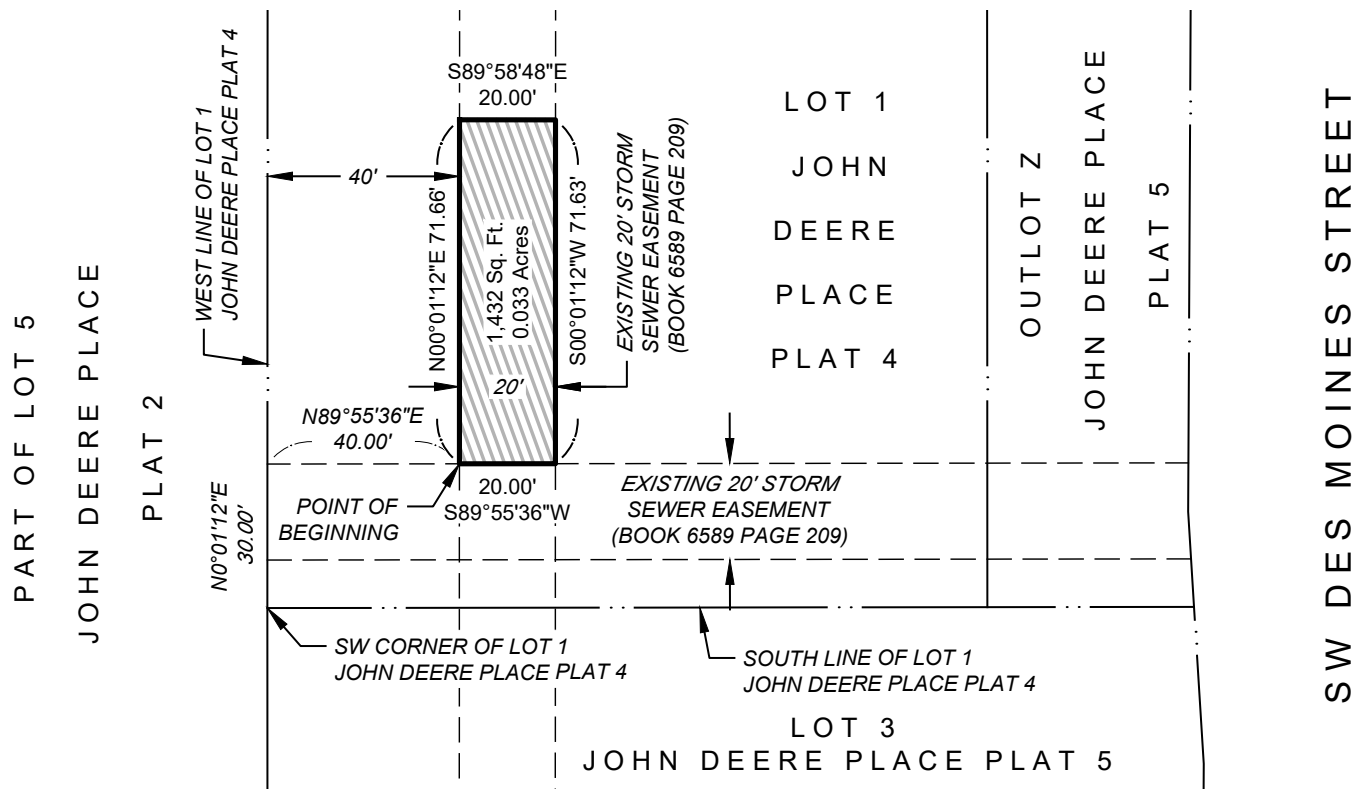
Existing Storm Sewer Easement as shown on the final plat of JOHN DEERE PLACE PLAT 4, recorded in Book 6589 Page 209, with the Polk County, Iowa Recorder's Office.

DESCRIPTION OF EXISTING EASEMENT TO BE VACATED

That part of Lot 1, JOHN DEERE PLACE PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Commencing at the southwest corner of said Lot 1; thence North 00 degrees 01 minute 12 seconds East, a distance of 30.00 feet; thence North 89 degrees 55 minutes 36 seconds East, a distance of 40.00 feet, to the Point of Beginning; thence North 00 degrees 01 minute 12 seconds East, a distance of 71.66 feet; thence South 89 degrees 58 minutes 48 seconds East, a distance of 20.00 feet; thence South 00 degrees 01 minute 12 seconds West, a distance of 71.63 feet; thence South 89 degrees 55 minutes 36 seconds West, a distance of 20.00 feet, to the Point of Beginning.

Containing 0.033 acres (1,432 square feet) more or less.



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:
VACATION OF EXISTING EASEMENT

LOCATION:
1001 SW ORDINANCE ROAD ANKENY, IOWA

NAI No.:
22151

DRAWN BY:
TJH

DWG No.:
1/1

DATE:
09/27/22

CHECKED BY:
ADS

SHEET TITLE:
STRM-1

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF PROPERTY VACATED BY THE CITY OF ANKENY, IOWA, TO WILLIAM DOYLE, AIM HIGH AUTOMOTIVE, LLC

WHEREAS, by Ordinance No. 2127 the City has vacated certain property, as shown on the attached Easement Vacation Plat; and

WHEREAS, William Doyle, Aim High Automotive, LLC has offered to purchase said property for an amount equal to the costs incurred by the City to vacate said property; and

WHEREAS, a public hearing on said vacation and sale was held on the 19th day of December, 2022, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase said property, determines that the offer should be accepted.

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

1. That the City accepts the offer of William Doyle, Aim High Automotive, LLC to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Easement Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557
Address Tax Statements: William Doyle, Aim High Automotive, LLC, 1001 SW Ordinance Road, Ankeny, IA 50023

QUIT CLAIM DEED

BE IT KNOWN BY ALL:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by William Doyle, Aim High Automotive, LLC, does hereby QUIT CLAIM unto said William Doyle, Aim High Automotive, LLC, all its right, title, and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EASEMENT VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

DATED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2023, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:

SUBJECT:

Ord 2128: An Ordinance vacating a portion of a Public Ingress/Egress Easement located on Lot 1, John Deere Place Plat 4.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance vacating a portion of a Public Ingress/Egress Easement located on Lot 1, John Deere Place Plat 4.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2128, sending it on its final passage and publication as required by law.

Action: Consider motion to adopt **RESOLUTION** authorizing the sale of property vacated by the City of Ankeny, Iowa, to William Doyle, Aim High Automotive, LLC.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Exhibit
 Resolution
 Quit Claim Deed

WHEN RECORDED RETURN TO:

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

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

ORDINANCE

**AN ORDINANCE VACATING A PORTION OF A PUBLIC INGRESS/EGRESS EASEMENT
LOCATED ON LOT 1, JOHN DEERE PLACE PLAT 4**

WHEREAS, pursuant to notice published in the manner required by law, on the 19th day of December, 2022, the City Council of the City of Ankeny, Iowa, held a public hearing to consider a request to vacate a portion of a public ingress/egress easement, as shown on the attached Easement Vacation Plat; and

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

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

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

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

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

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

PASSED AND APPROVED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

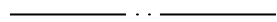
**1st Con _____ (Public Hearing)
2nd Con _____
3rd Con _____**

EXHIBIT "A"

REQUESTED BY & PROPRIETOR

Aim High Automotive LLC
c/o William Doyle
1001 SW Ordinance Road
Ankeny, Iowa 50023-2838

LEGEND

	Subject easement area
	Existing boundary line
	Existing easement line



SCALE

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 1, JOHN DEERE PLACE PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa.

SUBJECT EASEMENT TO BE VACATED

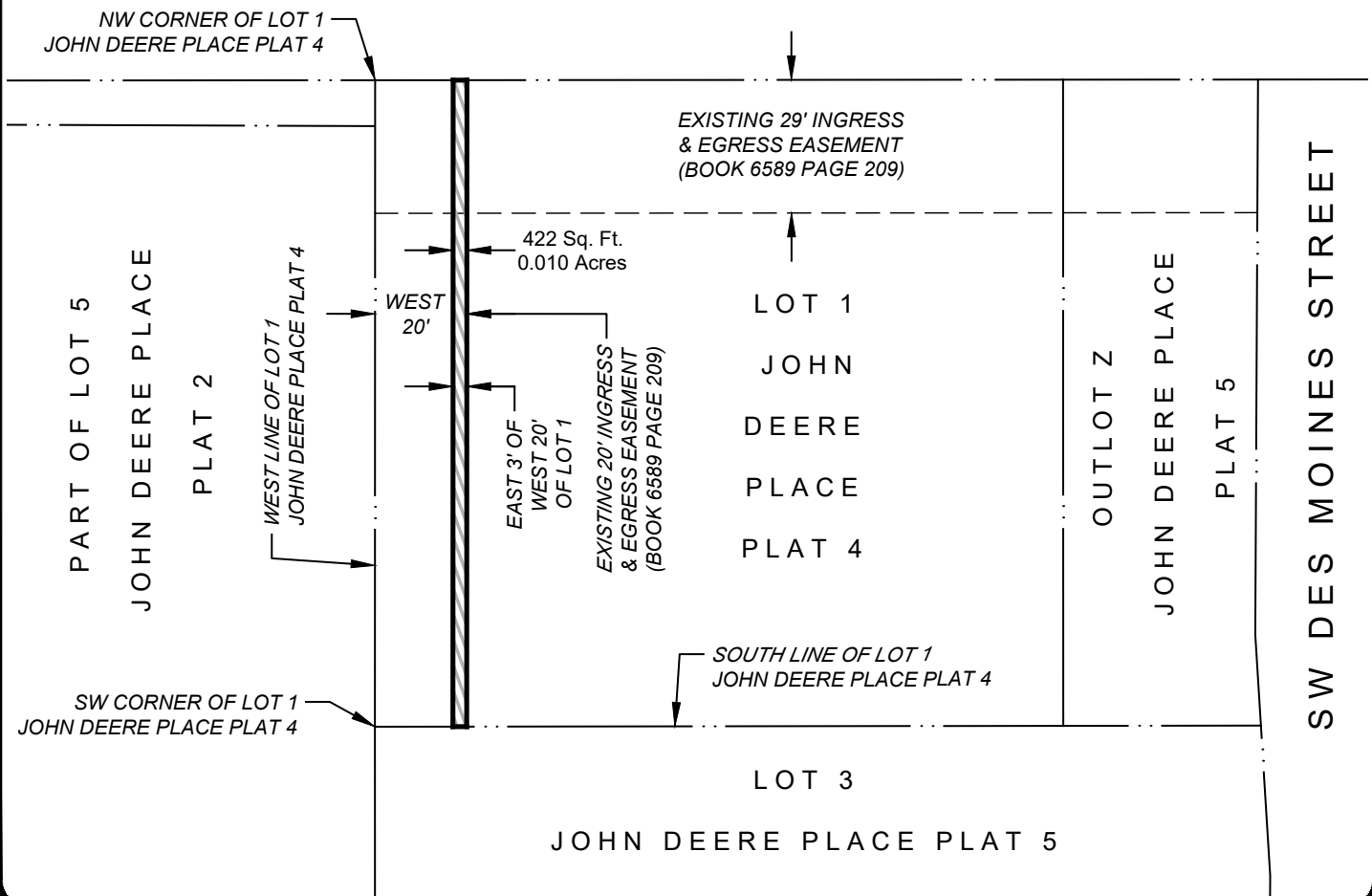
Existing Ingress & Egress Easement as shown on the final plat of JOHN DEERE PLACE PLAT 4, recorded in Book 6589 Page 209, with the Polk County, Iowa Recorder's Office.

DESCRIPTION OF EXISTING EASEMENT TO BE VACATED

The east 3 feet of the west 20 feet of Lot 1, JOHN DEERE PLACE PLAT 4, an official plat, located in the City of Ankeny, Polk County, Iowa.

Containing 0.010 acres (422 square feet) more or less.

SW ORDNANCE ROAD



1250 SW STATE STREET
SUITE A
ANKENY, IOWA
50023-2555
(515) 965-0123 phone
(515) 965-3322 fax
www.nillesinc.com

PROJECT:
VACATION OF EXISTING EASEMENT
LOCATION:
1001 SW ORDNANCE ROAD ANKENY, IOWA

NAI No.: 22151	DRAWN BY: TJH	DWG No.: 1/1
DATE: 09/27/22	CHECKED BY: ADS	SHEET TITLE: INGR-1

RESOLUTION

RESOLUTION AUTHORIZING THE SALE OF PROPERTY VACATED BY THE CITY OF ANKENY, IOWA, TO WILLIAM DOYLE, AIM HIGH AUTOMOTIVE, LLC

WHEREAS, by Ordinance No. 2128 the City has vacated certain property, as shown on the attached Easement Vacation Plat; and

WHEREAS, William Doyle, Aim High Automotive, LLC has offered to purchase said property for an amount equal to the costs incurred by the City to vacate said property; and

WHEREAS, a public hearing on said vacation and sale was held on the 19th day of December, 2022, pursuant to notice published as required by law; and

WHEREAS, this Council, having heard all comments for and against said offer to purchase said property, determines that the offer should be accepted.

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

1. That the City accepts the offer of William Doyle, Aim High Automotive, LLC to purchase, for an amount equal to the costs incurred by the City in preparing all proceedings and documents necessary to affect vacation and conveyance, the property as shown on the attached Easement Vacation Plat; and
2. That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a quit claim deed conveying the aforesaid property to the purchaser upon receipt of the full amount of the purchase price. The Clerk shall compute such amount.

PASSED AND APPROVED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557
Address Tax Statements: William Doyle, Aim High Automotive, LLC, 1001 SW Ordinance Road, Ankeny, IA 50023

QUIT CLAIM DEED

BE IT KNOWN BY ALL:

That the CITY OF ANKENY, IOWA, a municipal corporation of the County of Polk, State of Iowa, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by William Doyle, Aim High Automotive, LLC, does hereby QUIT CLAIM unto said William Doyle, Aim High Automotive, LLC, all its right, title, and interest in and to the following described property situated in Polk County, Iowa, to-wit:

SEE ATTACHED EASEMENT VACATION PLAT

No Declaration of Value is required under the conditions of Exemption No. 6. No transfer tax is required; consideration is less than \$500.00, and the Grantor is a municipal corporation.

DATED this 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On this 17th day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark E. Holm and Michelle Yuska, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Ankeny, Iowa; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation, and that said instrument was signed pursuant to a Resolution adopted by the City Council of Ankeny, Iowa, on the 17th day of January, 2023, and the said Mark E. Holm and Michelle Yuska acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 3rd Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Ord 2129:

An Ordinance amending the code of ordinances of the City of Ankeny, Iowa, by modifying provisions pertaining to liquor license and wine and beer permits.

EXECUTIVE SUMMARY:

Iowa Codification annually submits a summary of bills passed by the Iowa General Assembly for our information. After a review of our code, it has been determined that there are sections of the Ankeny City Code that are affected by these changes. To stay consistent with State laws, I request the council to consider an amendment by adopting the attached amending ordinance.

This Ordinance repeals the following sections of the Liquor Licenses and Wine and Beer Permits ordinance and replaces the sections with new language.

- 45.01
- 45.02, subsection 2
- 130.03

- 130.04
- 130.06
- 130.08

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2129 to modify sections 45.01, 45.02, 130.03, 130.04, 130.06, 130.08, Alcoholic Beverage Control, of the Code of Ordinances.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2129, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALCOHOLIC BEVERAGE CONTROL

Be It Enacted by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED. Section 45.01 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

45.01 PERSONS UNDER LEGAL AGE. As used in this section, “legal age” means 21 years of age or more.

1. A person or persons under legal age shall not purchase or attempt to purchase, consume, or individually or jointly have alcoholic beverages in their possession or control; except in the case of any alcoholic beverage given or dispensed to a person under legal age within a private home and with the knowledge, presence, and consent of the parent or guardian, for beverage or medicinal purposes or as administered to the person by either a physician or dentist for medicinal purposes and except to the extent that a person under legal age may handle alcoholic beverages during the regular course of the person’s employment by a retail alcohol licensee, or wine or beer permittee under State laws.

(Code of Iowa, Sec. 123.47[3])

2. A person under legal age shall not misrepresent the person’s age for the purpose of purchasing or attempting to purchase any alcoholic beverage from any retail alcohol licensee.

(Code of Iowa, Sec. 123.49[3])

SECTION 2. SUBSECTION MODIFIED. Subsection 2 of Section 45.02 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

2. A person shall not use or consume alcoholic liquor, wine, or beer upon the public streets or highways. A person shall not use or consume alcoholic liquor in any public place, except premises covered by a retail alcohol license. A person shall not possess or consume alcoholic liquors, wine, or beer on public school property or while attending any public or private school-related function. A person shall not be intoxicated in a public place.

SECTION 3. SECTION MODIFIED. Section 130.03 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

130.03 INVESTIGATION. Upon receipt of an application for a retail alcohol license, the Clerk may forward it to the Police Chief, or designee, who shall then conduct an investigation and submit a written report as to the truth of the facts averred in the application. The Fire Chief, or designee, may also inspect the premises to determine if they conform to the requirements of the City. The Council shall not approve an application for a license for any premises that does not conform to the applicable law and ordinances, resolutions, and regulations of the City.

(Code of Iowa, Sec. 123.30)

SECTION 4. SECTION MODIFIED. Section 130.04 of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

130.04 ACTION BY COUNCIL. The Council shall either approve or disapprove the issuance of a retail alcohol license, shall endorse its approval or disapproval on the application, and shall forward the application with the necessary fee and bond, if required, to the Alcoholic Beverages Division.

(Code of Iowa, Sec. 123.32[2])

SECTION 5. SECTION MODIFIED. Section 130.06 of the Code of Ordinances of the City of Ankeny, is repealed and the following adopted in lieu thereof:

130.06 PROHIBITED SALES AND ACTS. A person holding a retail alcohol license and the person's agents or employees shall not do any of the following:

1. Sell, dispense, or give to any intoxicated person, or one simulating intoxication, any alcoholic beverage.

(Code of Iowa, Sec. 123.49[1])

2. Sell or dispense any alcoholic beverage on the premises covered by the license, or permit its consumption thereon between the hours of 2:00 a.m. and 6:00 a.m. on any day of the week.

(Code of Iowa, Sec. 123.49[2b])

3. Sell alcoholic beverages to any person on credit, except with a bona fide credit card. This provision does not apply to sales by a club to its members, to sales by a hotel or motel to bona fide registered guests, or to retail sales by the managing entity of a convention center, civic center, or events center.

(Code of Iowa, Sec. 123.49[2c])

4. Employ a person under 18 years of age in the sale or serving of alcoholic beverages for consumption on the premises where sold.

(Code of Iowa, Sec. 123.49[2f])

5. In the case of a retail wine or beer permittee, knowingly allow the mixing or adding of alcohol or any alcoholic beverage to wine, beer, or any other beverage in or about the permittee's place of business.

(Code of Iowa, Sec. 123.49[2i])

6. Knowingly permit any gambling, except in accordance with Iowa law, or knowingly permit any solicitation for immoral purposes, or immoral or disorderly conduct on the premises covered by the license or permit.

(Code of Iowa, Sec. 123.49[2a])

7. Knowingly permit or engage in any criminal activity on the premises covered by the license.

(Code of Iowa, Sec. 123.49[2j])

8. Keep on premises covered by a retail alcohol license any alcoholic liquor in any container except the original package purchased from the Alcoholic Beverages Division of the State Department of Commerce and except mixed drinks or cocktails mixed on the premises for immediate consumption. However, mixed drinks or cocktails that are mixed on the premises and are not for immediate consumption may be consumed on the licensed premises, subject to rules adopted by the Alcoholic Beverages Division.

(Code of Iowa, Sec. 123.49[2d])

9. Reuse for packaging alcoholic liquor or wine any container or receptacle used originally for packaging alcoholic liquor or wine; or

adulterate, by the addition of any substance, the contents or remaining contents of an original package of an alcoholic liquor or wine; or knowingly possess any original package that has been reused or adulterated.

(Code of Iowa, Sec. 123.49[2e])

10. Allow any person other than the licensee or employees of the licensee to use or keep on the licensed premises any alcoholic liquor in any bottle or other container that is designed for the transporting of such beverages, except as allowed by State law.

(Code of Iowa, Sec. 123.49[2g])

11. Sell, give, possess, or otherwise supply a machine that is used to vaporize an alcoholic beverage for the purpose of being consumed in a vaporized form.

(Code of Iowa, Sec. 123.49[21])

12. Permit or allow any person under twenty-one (21) years of age to remain upon premises after 11 PM when such premises are licensed for consumption by the drink unless over fifty percent (50%) of the dollar volume of the business establishment comes from the sale and serving of prepared foods.

13. Sell, offer to sell, dispense, or serve for on-premises consumption an unlimited number of servings of alcoholic liquor, wine or beer for a fixed price. Nothing in this subsection shall be construed to prohibit a holder of a liquor control license or wine or beer permit, or its employees or agents, from (a) including servings or drinks of alcoholic liquor, wine or beer as part of a hotel or motel package which includes overnight accommodations, (b) providing a fixed price for an unlimited or indefinite amount of drinks for a private event, which is defined as an event restricted to a particular group or persons, provided that the licensee or permittee shall provide means or method by which to identify persons participating in the private event, such as the use of a separate room or an identification tag or badge, or (c) as otherwise permitted for a special event by the City Council (provided, however, that no permit holder shall be allowed to hold such a special event more than twice per year).

SECTION 6. SECTION MODIFIED. Section 130.08 of the Code of Ordinances of the City of Ankeny, is repealed and the following adopted in lieu thereof:

130.08 AMUSEMENT DEVICES. The following provisions pertain to electrical or mechanical amusement devices possessed and used in accordance with Chapter 99B of the *Code of Iowa*. (Said devices are allowed only in premises with a retail alcohol license, as specifically authorized in said Chapter 99B.)

(Code of Iowa, Sec. 99B.57)

1. As used in this section, “registered electrical or mechanical amusement device” means an electrical or mechanical device required to be registered with the Iowa Department of Inspection and Appeals, as provided in Section 99B.53 of the *Code of Iowa*.

2. It is unlawful for any person under the age of 21 to participate in the operation of a registered electrical or mechanical amusement device.

3. It is unlawful for any person owning or leasing a registered electrical or mechanical amusement device, or an employee of a person owning or leasing a registered electrical or mechanical amusement device, to knowingly

allow a person under the age of 21 to participate in the operation of a registered electrical or mechanical amusement device.

4. It is unlawful for any person to knowingly participate in the operation of a registered electrical or mechanical amusement device with a person under the age of 21.

SECTION 7. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 8. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, _____.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

**1st Con _____
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2130: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by NGR Inc. (PH 2023-03)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2130 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: *<en>Consider motion to accept first consideration of ORDINANCE 2130 </en>*

Action. Consider motion to accept first consideration of ORDINANCE 2150.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Exhibit

ORDINANCE

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

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by NGR Inc., to be rezoned from the current R-1, One-Family Residence District designation to M-1, Light Industrial District; and,

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

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, BEING A PART OF PARCEL B DEPICTED THAT PLAT OF SURVEY FILED IN BOOK 6149 AT PAGE 41 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 00°(DEGREES) 08'(MINUTES) 30'(SECONDS) WEST, 560.05 FEET (PREVIOUSLY RECORDED AS NORTH 00°16'32" WEST, 560.10 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING; THENCE NORTH 88°18'32" WEST (PREVIOUSLY RECORDED AS NORTH 88°26'38" WEST), 548.42 FEET ALONG THE SOUTH LINE OF SAID PARCEL B TO THE SOUTHEAST CORNER OF PARCEL L OF THAT PLAT OF SURVEY FILED IN BOOK 8738 AT PAGE 867 IN THE OFFICE OF THE RECORDER FOR POLK COUNTY, IOWA; THENCE NORTH 00°01'55" EAST, 1499.82 FEET (PREVIOUSLY RECORDED AS SOUTH 00°02'49" WEST, 1499.83 FEET) ALONG THE EAST LINE OF SAID PARCEL L TO THE NORTH LINE OF SAID PARCEL B; THENCE SOUTH 89°53'46" EAST (PREVIOUSLY RECORDED AS NORTH 90°00'00" EAST), 543.60 FEET ALONG THE NORTH LINE OF SAID PARCEL B TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE SOUTH 00°08'30" EAST, 1515.03 FEET (PREVIOUSLY RECORDED AS SOUTH 00°16'32" EAST, 1515.01 FEET) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE POINT OF BEGINNING.

CONTAINING 18.89 ACRES IN TOTAL, OF WHICH 2.15 ACRES IS CONTAINING IN PRESENT ROAD RIGHT-OF-WAY EASEMENT.

LAYMAN'S DESCRIPTION:

Approximately 16.74 acres (+/-) of land located along the west side of SE Four Mile Drive and three-quarters of a mile north of SE Corporate Woods Drive

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

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

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

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

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

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

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

PREPARED FOR/DEVELOPER

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

MATT WELLER
(515) 243-3228

RECORD TITLE OWNER

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

DAVE EWING
(402) 375-3385

WARRANTY DEED:
BOOK 6145, PAGE 46

PROPERTY DESCRIPTION

Part of the Northeast Quarter of Section 6, Township 79 North, Range 23 West of the 5th P.M., now included in and forming a part of the City of Ankeny, Polk County, Iowa, being a part of Parcel B depicted that Plat of Survey filed in Book 6149 at Page 41 in the Office of the Recorder for Polk County, Iowa, and being more particularly described by survey as follows:

Commencing at the East Quarter Corner of said Section 6; thence North 00°(degrees) 08'(minutes) 30"(seconds) West, 560.05 feet (previously recorded as North 00°16'32" West, 560.10 feet) along the East line of the Northeast Quarter of said Section 6 to the Point of Beginning; thence North 88°18'32" West (previously recorded as North 88°26'38" West), 548.42 feet along the South line of said Parcel B to the Southeast Corner of Parcel L of that Plat of Survey filed in Book 8738 at Page 867 in the Office of the Recorder for Polk County, Iowa; thence North 00°01'55" East, 1499.82 feet (previously recorded as South 00°02'49" West, 1499.83 feet) along the East line of said Parcel L to the North line of said Parcel B; thence South 89°53'46" East (previously recorded as North 90°00'00" East), 543.60 feet along the North line of said Parcel B to the East line of the Northeast Quarter of said Section 6; thence South 00°08'30" East, 1515.03 feet (previously recorded as South 00°16'32" East, 1515.01 feet) along the East line of the Northeast Quarter of said Section 6 to the point of beginning.

Containing 18.89 acres in total, of which 2.15 acres is containing in present road right-of-way easement.

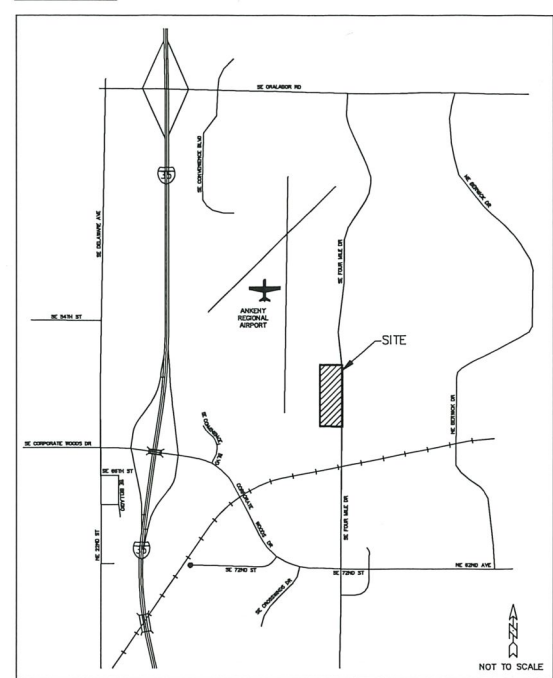
NOTIFICATION AREA & CONSENT TABLES

PROPERTY NO.	OWNER	250' NOTIFICATION AREA (ACRES)	% OF AREA	Consenting
1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%	Y
2	POLK COUNTY AVIATION AUTHORITY	1.15	4.21%	Y
3	POLK COUNTY AVIATION AUTHORITY	8.59	31.47%	Y
4	POLK COUNTY AVIATION AUTHORITY	1.13	4.14%	Y
5	GRAND CAPITAL, LC	2.56	9.38%	Y
6	BERNARD HILBERT	0.48	1.76%	Y
7	N.G.R., INC.	4.85	17.77%	Y
8	GRAND CAPITAL, LC	3.23	11.83%	Y
9	FRANCES MCKNIGHT	0.65	2.38%	
10	GRAND CAPITAL, LC	1.85	6.78%	Y
TOTALS		27.30	100.00%	

BREAKDOWN OF CONSENTING PROPERTIES

1	CROSSWINDS BUSINESS PARK, LLC	2.81	10.29%
2, 3, 4	POLK COUNTY AVIATION AUTHORITY	10.87	39.82%
5, 8, 10	GRAND CAPITAL, LC	7.64	27.99%
6	BERNARD HILBERT	0.48	1.76%
7	N.G.R., INC.	4.85	17.77%
TOTALS		26.65	97.62%

VICINITY MAP



ZONING

EXISTING: R-1, ONE-FAMILY RESIDENCE DISTRICT

PROPOSED: M-1, LIGHT INDUSTRIAL DISTRICT

ROLL CALL

Plan & Zoning Commission

Ankeny, IA

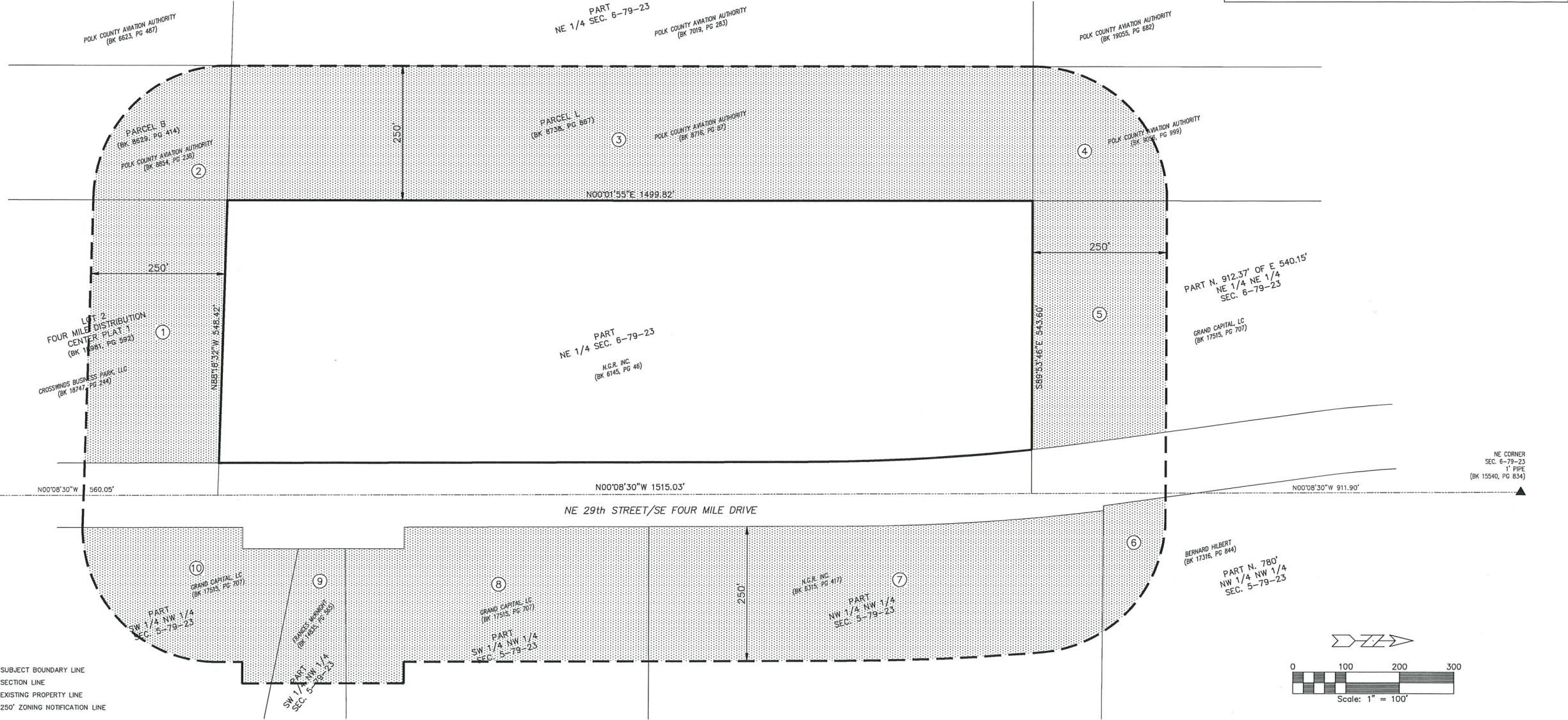
Date: December 20, 2022

Ayes: 6, Nays: 0, Absent: 1

APPROVED

T. Rapp, Vice Chairperson

Brenda Hyslop, Secretary



LEGEND

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

NGR WEST - REZONING

ERG
Engineering Resource Group, Inc.
2415 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 288-4823

22-053

NO.	REVISION	DATE	BY	FOR	LOCATION	SCALE: 1" = 100'	DESIGNED BY:	DRAWN BY:	DATE:	FILE NO.:
							22-053-REZONE	11/09/2022		22-053
							SHEET 1 OF 1			



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2131:

An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Bricktowne Piper LC. (PH 2023-05)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2131 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2131.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 P&Z Stamped Rezoning Map

ORDINANCE

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

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 20th day of December 2022, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District,

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

LEGAL DESCRIPTION:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart Drive.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Bricktowne Piper LC., from the current R-3, Multiple-Family Residence District, to C-2, General Retail & Highway Oriented Business District.

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

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

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

Mark E. Holm, Mayor

ATTEST:

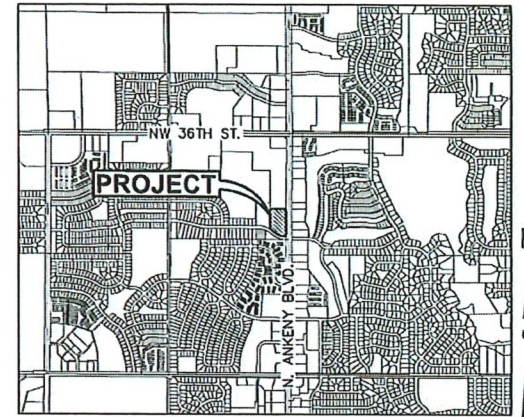
Michelle Yuska, City Clerk

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

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

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

BRICKTOWNE PIPER LC
 CONTACT: DICKSON JENSEN
 4611 MORTENSEN ROAD, SUITE 106
 AMES, IA 50014
 PH. (515) 233-2752

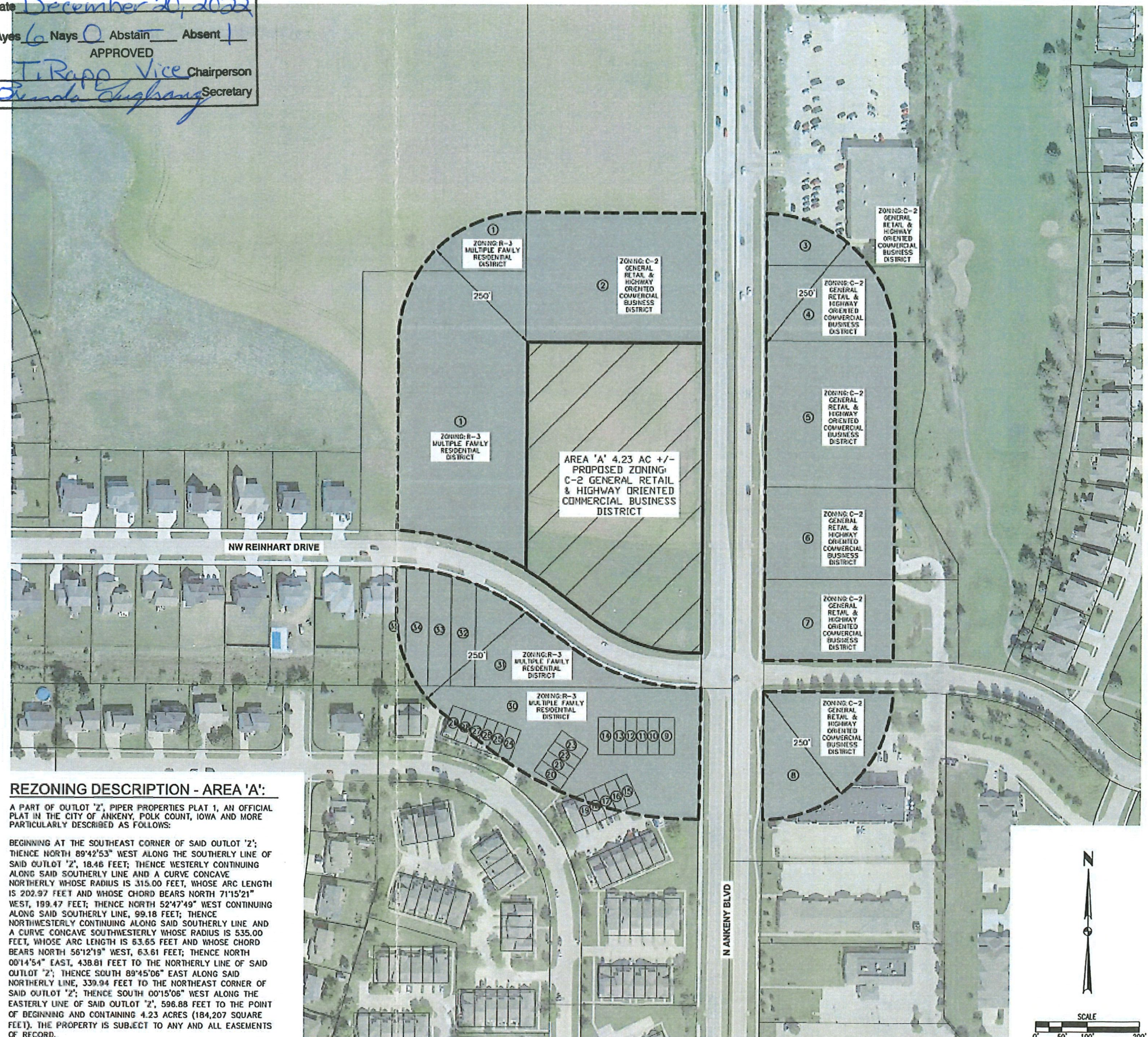
ZONING:

EXISTING: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: C-2 GENERAL RETAIL & HIGHWAY ORIENTED COMMERCIAL BUSINESS DISTRICT

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	BRICKTOWNE PIPER LC	3.34	22.77%	X
2	NORTH ANKENY BOULEVARD LLC	1.95	13.27%	X
3	FAREWAY STORES INC	0.32	2.19%	X
4	JAM INVESTMENT OF ANKENY LLC	0.78	5.29%	
5	WILLIAM B KIMBERLEY REVOCABLE TRUST	1.62	11.02%	
6	WILMOT INVESTMENTS LLC	1.02	6.94%	X
7	CENTRAL BANK	0.90	6.11%	X
8	KIMBERLEY COMMERCIAL LLC	1.11	7.57%	
9	LINDA SICKERSON	0.05	0.33%	
10	CHAD BORSHEIM	0.04	0.24%	
11	LUCAS A BORST	0.04	0.24%	
12	DANIEL & SUSAN KALEY	0.04	0.24%	
13	ELIZABETH J HOLLAND	0.04	0.24%	
14	BRUCE A COOK	0.05	0.33%	
15	LA VAUN C SCHAEFFER	0.04	0.24%	
16	ADAM J & REBECCA A WEBER	0.03	0.21%	
17	AMANDA E MCDANIEL	0.02	0.16%	
18	BAILEY PEASE & DYLAN HEACOCK	0.01	0.10%	
19	CHARLES & SHELBY PHIPPEN	0.00	0.03%	
20	SHANNON LINCOLN	0.04	0.24%	
21	ANNA E SCHWEERS	0.03	0.21%	
22	MICHAEL C GETTEMY	0.03	0.21%	
23	CHERYL V BOSE	0.04	0.24%	
24	KEVIN & SHERI L MCGINNIS	0.04	0.24%	
25	MARIAN & MARK LEE	0.03	0.20%	
26	DOUGLAS D DICKINSON	0.03	0.17%	
27	JOHN E & LYNN R BYRNE	0.02	0.15%	
28	DALE E & SHERRY SCHROEDER	0.02	0.12%	
29	BRADY S NORTH	0.02	0.11%	
30	GEORGETOWN TOWNHOME ASSOCIATION	1.56	10.59%	
31	NANCY M WOODIN REVOCABLE TRUST	0.74	5.05%	X
32	JOLYNN H & MATTHEW D FREY	0.21	1.44%	X
33	TERRIL N SESKER	0.23	1.54%	X
34	CHARLES & TAMMIE CUNNINGHAM	0.22	1.50%	X
35	JENSS LLC	0.06	0.43%	X
		14.68	100.00%	61.24%

ROLL CALL
Plan & Zoning Commission
Ankeny, IADate December 20, 2022Ayes 6 Nays 0 Abstain 1 Absent 1
APPROVEDT. Rapp Vice Chairperson
Dennis Hughes Secretary

REZONING DESCRIPTION - AREA 'A':

A PART OF OUTLOT '2', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT '2'; THENCE NORTH 89°42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT '2', 18.46 FEET; THENCE WESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 315.00 FEET, WHOSE ARC LENGTH IS 202.97 FEET AND WHOSE CHORD BEARS NORTH 71°15'21" WEST, 189.47 FEET; THENCE NORTH 52°47'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 99.18 FEET; THENCE NORTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 63.65 FEET AND WHOSE CHORD BEARS NORTH 56°12'19" WEST, 63.61 FEET; THENCE NORTH 00°14'54" EAST, 438.81 FEET TO THE NORTHERLY LINE OF SAID OUTLOT '2'; THENCE SOUTH 89°45'06" EAST ALONG SAID NORTHERLY LINE, 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT '2'; THENCE SOUTH 00°15'06" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT '2', 596.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.23 ACRES (184,207 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:
Proposed amendment to The Ankeny Plan 2040, comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa (PH 2023-04).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve resolution amending The Ankeny Plan, comprehensive plan, Figure 12.10 Future Land Use Map.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:
Action: Consider motion to adopt **RESOLUTION** amending The Ankeny Plan 2040

Action. Consider motion to adopt ~~strong~~ **RESOLUTION** ~~/strong~~ amending the Ankeny Plan 2010, comprehensive plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa.

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 FROM HIGH DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

WHEREAS, on the 6th day of December, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 20th day of December, 2022, 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 from High Density Residential to Neighborhood Commercial; and

WHEREAS, on the 17th day of January, 2023, 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:
OUTLOT Z PIPER PROPERTIES PLAT 1

LAYMAN'S DESCRIPTION:
Approximately 4.23-acres (+/-) located west of N. Ankeny Boulevard,
north of NW Reinhart Drive.

NOW, THEREFORE, BE IT 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 High Density Residential to Neighborhood Commercial; 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 17th day of January, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SW State Street Reconstruction - Southbound Lanes (PH 2023-06)

EXECUTIVE SUMMARY:
The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordinance Road to just south of West First Street in the City of Ankeny.

The improvement includes the construction of approximately 8,750 SY of 9” PCC Class C-SUD pavement, 400 SY of 9” full depth PCC Class C-SUD patching, 2,600 LF of subdrain, removal of 10,100 SY of subgrade to a depth of 6” and replacement with subgrade preparation, modified subbase, paved medians, driveways, sidewalks, new pedestrian push button and associated traffic signal work at the SW State Street and SW Ordinance Road intersection, cast-in-place replacement of storm sewer intakes, water valve installation and water valve removals, City—owned electric line installation and electric line removals, pavement removal, pedestrian ramps, pavement markings, signs, temporary traffic control, erosion control, final surface restoration, mobilization, and miscellaneous associated work necessary to complete the

project.

The bid opening for this project was held on Tuesday, January 10, 2023. Nine (9) bids were received as follows:

1. Alliance Construction Group LLC \$1,407,593.05
2. Absolute Concrete Construction, Inc. \$1,418,478.55
3. Elder Corporation \$1,460,000.00
4. Concrete Technologies, Inc. \$1,483,693.55
5. Shekar Engineering, PLC \$1,515,612.13
6. All Star Concrete, LLC \$1,579,110.95
7. Con-Struct, Inc. \$1,659,489.00
8. Iowa Civil Contracting, Inc. \$1,803,075.26
9. CJ Moyna & Sons, LLC \$2,399,659.45

The Engineer's Estimate for the project was \$1,664,700.30. The bids ranged from approximately 15% below to 44% above the estimate. Alliance Construction Group, LLC has completed similar slip-form paving projects for the City of Ankeny in the past, including the SW State Street Reconstruction - Northbound Lanes project in 2020, and they have the technical experience to complete this project. The Public Works Department recommends awarding the SW State Street Reconstruction - Southbound Lanes project to Alliance Construction Group, LLC of Urbandale, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than June 5, 2023 and no later than June 12, 2023.

The Contractor shall substantially complete the overall project in 75 working days. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new pavement markings and signs installed, the new streets, driveways and sidewalks fully open to traffic, and the new pedestrian push buttons and crossing fully operational. The Contractor shall fully complete the overall project in 10 working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: Yes

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$1,664,700.30).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SW State Street Reconstruction - Southbound Lanes project.
3. Receive and file the report of bids received on January 10, 2023.
4. Approve Resolution, making award of construction contract to Alliance Construction Group, LLC of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with Alliance Construction Group, LLC in the amount of \$1,407,593.05.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 19, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as January 10, 2023, and setting the public hearing date as January 17, 2023.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners and residents was held on October 25, 2022. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$1,664,700.30; 2)
receive and file report of bids received January 10, 2023; 3) adopt
RESOLUTION making award of construction contract with Alliance
Construction Group, LLC in the amount of \$1,407,593.05; and 4) adopt
RESOLUTION approving contract and bonds with Alliance
Construction Group, LLC in the amount of \$1,407,593.05.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab

 RES - making award
 RES - approving contract
 Map
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", 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
STATE STREET RECONSTRUCTION - SOUTHBOUND
LANES

WHEREAS, on the **19th** day of **December**, 2022, 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 State Street Reconstruction - Southbound Lanes; 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 17th day of January, 2023.

Mayor

ATTEST:

City Clerk



city of
Ankeny
bringing it all together

REC'D & FILED
BY CITY COUNCIL
1-17-23

BID LETTING

10:30 A.M.

JANUARY 10, 2023

SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

The purpose of this meeting is to receive, open and tabulate bids for construction of the SW State Street Reconstruction – Southbound Lanes project in accordance with the Plans and Specifications prepared by McClure Engineering Company.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 1,664,700³⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	<u>Absolute Group</u> <u>PO Box 430</u> <u>Granger IA 50109</u>	<u>1,418,478⁵⁵</u>	_____
2) _____	<u>Com-Struct Inc</u> <u>305 South Dayton Ave</u> <u>Ames IA 50010</u>	<u>1,659,489⁰⁰</u>	_____
3) _____	<u>Elder Corporation</u> <u>5088 E University Ave</u> <u>Des Moines IA 50327</u>	<u>1,460,000⁰⁰</u>	_____
4) _____	<u>Iowa Civil Contracting Inc</u> <u>1106 3rd St</u> <u>Victor IA 52347</u>	<u>1,803,075²⁶</u>	_____
5) <u>*</u>	<u>Alliance Construction Group LLC</u> <u>9400 Plum Dr Ste 100</u> <u>Urbandale IA 50322</u>	<u>1,407,593⁰⁵</u>	_____
6) _____	<u>All Star Concrete LLC</u> <u>4989 NW Johnson Dr</u> <u>Johnson IA 50131</u>	<u>1,579,060⁷⁰</u>	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	Concrete Technologies Inc 1001 SE 37th St Grimes IA 50111	1,483,693 ⁵⁵	_____
8) _____	C.J. Moynagh & Sons 24412 Hwy 13 Elkader IA 52043	2,399,659 ⁴⁵	_____
9) _____	Shelar Engineering P.L.C. 2600 MLK Jr Pkwy #200 Des Moines IA 50310	1,515,633 ⁰⁰	_____
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 January 17, 2023 at 5:30 P.M.

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Mark Mueller
Mark Mueller, Public Works Director



BID TABULATION
SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES
SW ORDNANCE ROAD TO WEST FIRST STREET
ANKENY, IOWA
McCLURE PROJECT # 2022000919



LETTING DATE: JANUARY 10, 2023 AT 10:30 AM						1		2		3		4		5	
						Alliance Construction Group LLC		Absolute Concrete Construction, Inc.		Elder Corporation		Concrete Technologies, Inc.		Shekar Engineering, PLC	
						Urbandale, IA		Granger, IA		Des Moines, IA		Grimes, IA		Des Moines, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 2 - EARTHWORK														
2.01	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	455	\$ 30.00	\$ 13,650.00	\$ 8.25	\$ 3,753.75	\$ 23.10	\$ 10,510.50	\$ 15.50	\$ 7,052.50	\$ 16.25	\$ 7,393.75	\$ 20.00	\$ 9,100.00
2.02	EXCAVATION, CLASS 10	CY	2492	\$ 15.00	\$ 37,380.00	\$ 5.25	\$ 13,083.00	\$ 17.45	\$ 43,485.40	\$ 22.00	\$ 54,824.00	\$ 23.10	\$ 57,565.20	\$ 12.00	\$ 29,904.00
2.03	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	10102	\$ 3.00	\$ 30,306.00	\$ 3.15	\$ 31,821.30	\$ 3.60	\$ 36,367.20	\$ 3.00	\$ 30,306.00	\$ 3.15	\$ 31,821.30	\$ 4.00	\$ 40,408.00
2.04	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	2500	\$ 6.00	\$ 15,000.00	\$ 9.75	\$ 24,375.00	\$ 6.00	\$ 15,000.00	\$ 4.00	\$ 10,000.00	\$ 4.20	\$ 10,500.00	\$ 4.20	\$ 10,500.00
2.05	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	10102	\$ 12.00	\$ 121,224.00	\$ 13.50	\$ 136,377.00	\$ 13.30	\$ 134,356.60	\$ 10.50	\$ 106,071.00	\$ 11.00	\$ 111,122.00	\$ 11.17	\$ 112,839.34
2.06	COMPACTION TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,050.00	\$ 4,050.00	\$ 4,600.00	\$ 4,600.00	\$ 7,350.00	\$ 7,350.00	\$ 5,000.00	\$ 5,000.00
	DIVISION 4 - SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, CLASS III RCP, 15-INCH DIAMETER	LF	16	\$ 150.00	\$ 2,400.00	\$ 180.00	\$ 2,880.00	\$ 150.00	\$ 2,400.00	\$ 400.00	\$ 6,400.00	\$ 420.00	\$ 6,720.00	\$ 250.00	\$ 4,000.00
4.02	STORM SEWER, TRENCHED, CLASS III RCP, 18-INCH DIAMETER	LF	8	\$ 200.00	\$ 1,600.00	\$ 185.00	\$ 1,480.00	\$ 150.00	\$ 1,200.00	\$ 670.00	\$ 5,360.00	\$ 705.00	\$ 5,640.00	\$ 300.00	\$ 2,400.00
4.03	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	24	\$ 50.00	\$ 1,200.00	\$ 72.00	\$ 1,728.00	\$ 33.00	\$ 792.00	\$ 66.00	\$ 1,584.00	\$ 69.30	\$ 1,663.20	\$ 125.00	\$ 3,000.00
4.04	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 6-INCH DIAMETER	LF	2138	\$ 30.00	\$ 64,140.00	\$ 20.00	\$ 42,760.00	\$ 23.00	\$ 49,174.00	\$ 27.75	\$ 59,329.50	\$ 29.15	\$ 62,322.70	\$ 18.00	\$ 38,484.00
4.05	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 8-INCH DIAMETER	LF	370	\$ 35.00	\$ 12,950.00	\$ 24.00	\$ 8,880.00	\$ 33.00	\$ 12,210.00	\$ 47.00	\$ 17,390.00	\$ 49.35	\$ 18,259.50	\$ 25.00	\$ 9,250.00
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 2, CASE D, 8-INCH DIAMETER	LF	51	\$ 40.00	\$ 2,040.00	\$ 24.00	\$ 1,224.00	\$ 33.00	\$ 1,683.00	\$ 128.00	\$ 6,528.00	\$ 135.00	\$ 6,885.00	\$ 25.00	\$ 1,275.00
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 1,875.00	\$ 15,000.00	\$ 535.00	\$ 4,280.00	\$ 2,900.00	\$ 23,200.00	\$ 3,045.00	\$ 24,360.00	\$ 1,750.00	\$ 14,000.00
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6-INCH DIAMETER	EA	6	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 415.00	\$ 2,490.00	\$ 2,000.00	\$ 12,000.00	\$ 2,100.00	\$ 12,600.00	\$ 750.00	\$ 4,500.00
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8-INCH DIAMETER	EA	1	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 2,600.00	\$ 2,600.00	\$ 2,730.00	\$ 2,730.00	\$ 900.00	\$ 900.00
4.10	REMOVAL OF SUBDRAIN	LF	415	\$ 15.00	\$ 6,225.00	\$ 3.50	\$ 1,452.50	\$ 9.00	\$ 3,735.00	\$ 16.75	\$ 6,951.25	\$ 17.60	\$ 7,304.00	\$ 25.00	\$ 10,375.00
	DIVISION 5 - WATER MAINS AND APPURTENANCES														
5.01	WATER SERVICE STOP BOX ASSEMBLY	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 825.00	\$ 1,650.00	\$ 1,225.00	\$ 2,450.00	\$ 1,285.00	\$ 2,570.00	\$ 2,500.00	\$ 5,000.00
5.02	VALVE, GATE, 6-INCH DIAMETER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 1,850.00	\$ 1,850.00	\$ 6,200.00	\$ 6,200.00	\$ 6,510.00	\$ 6,510.00	\$ 3,500.00	\$ 3,500.00
5.03	VALVE REMOVAL	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 3,200.00	\$ 6,400.00	\$ 750.00	\$ 1,500.00	\$ 4,700.00	\$ 9,400.00	\$ 4,935.00	\$ 9,870.00	\$ 1,500.00	\$ 3,000.00
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	INTAKE, SW-505, CAST-IN-PLACE	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 15,000.00	\$ 6,000.00	\$ 12,000.00	\$ 9,450.00	\$ 18,900.00	\$ 9,925.00	\$ 19,850.00	\$ 10,500.00	\$ 21,000.00
6.02	MANHOLE ADJUSTMENT, SANITARY, MINOR, TYPE C CASTING	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,650.00	\$ 2,650.00	\$ 2,780.00	\$ 2,780.00	\$ 1,900.00	\$ 1,900.00
6.03	INTAKE ADJUSTMENT, MINOR, SW-505	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 3,045.00	\$ 3,045.00	\$ 2,450.00	\$ 2,450.00
6.04	REMOVE INTAKE	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 2,600.00	\$ 5,200.00	\$ 750.00	\$ 1,500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,050.00	\$ 2,100.00	\$ 2,500.00	\$ 5,000.00
	DIVISION 7 - STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	8751	\$ 95.00	\$ 831,345.00	\$ 79.00	\$ 691,329.00	\$ 75.00	\$ 656,325.00	\$ 78.00	\$ 682,578.00	\$ 74.50	\$ 651,949.50	\$ 72.38	\$ 633,397.38
7.02	CONCRETE MEDIAN, CLASS C OR C-SUD, 6-INCH DEPTH	SY	115	\$ 100.00	\$ 11,500.00	\$ 65.00	\$ 7,475.00	\$ 235.00	\$ 27,025.00	\$ 154.00	\$ 17,710.00	\$ 115.00	\$ 13,225.00	\$ 103.13	\$ 11,859.95
7.03	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,800.00	\$ 9,800.00	\$ 11,500.00	\$ 11,500.00	\$ 8,750.00	\$ 8,750.00
7.04	REMOVAL OF SIDEWALK	SY	14	\$ 50.00	\$ 700.00	\$ 120.00	\$ 1,680.00	\$ 50.00	\$ 700.00	\$ 85.00	\$ 1,190.00	\$ 89.25	\$ 1,249.50	\$ 132.25	\$ 1,851.50
7.05	REMOVAL OF DRIVEWAY	SY	59	\$ 20.00	\$ 1,180.00	\$ 95.00	\$ 5,605.00	\$ 16.00	\$ 944.00	\$ 33.00	\$ 1,947.00	\$ 34.65	\$ 2,044.35	\$ 105.05	\$ 6,197.95
7.06	SIDEWALK, PCC, CLASS C, 4-INCH DEPTH	SY	14	\$ 100.00	\$ 1,400.00	\$ 115.00	\$ 1,610.00	\$ 76.00	\$ 1,064.00	\$ 53.00	\$ 742.00	\$ 285.00	\$ 3,990.00	\$ 124.39	\$ 1,741.46
7.07	SIDEWALK, PCC, CLASS C, 6-INCH DEPTH	SY	22	\$ 150.00	\$ 3,300.00	\$ 115.00	\$ 2,530.00	\$ 92.00	\$ 2,024.00	\$ 159.00	\$ 3,498.00	\$ 200.00	\$ 4,400.00	\$ 155.54	\$ 3,421.88
7.08	DETECTABLE WARNINGS, GALVANIZED STEEL	SF	20	\$ 65.00	\$ 1,300.00	\$ 120.00	\$ 2,400.00	\$ 71.00	\$ 1,420.00	\$ 53.00	\$ 1,060.00	\$ 45.00	\$ 900.00	\$ 65.00	\$ 1,300.00
7.09	DRIVEWAY, PAVED, TYPE A WITH RADII, PCC, CLASS C, 7-INCH DEPTH	SY	49	\$ 85.00	\$ 4,165.00	\$ 80.00	\$ 3,920.00	\$ 102.00	\$ 4,998.00	\$ 74.00	\$ 3,626.00	\$ 100.00	\$ 4,900.00	\$ 136.10	\$ 6,668.90
7.10	FULL DEPTH PATCHES, 9-INCH DEPTH	SY	428	\$ 150.00	\$ 64,200.00	\$ 115.00	\$ 49,220.00	\$ 102.00	\$ 43,656.00	\$ 118.00	\$ 50,504.00	\$ 110.00	\$ 47,080.00	\$ 125.88	\$ 53,876.64
7.11	SUBBASE OVER-EXCAVATION, 6-INCH DEPTH	TON	320	\$ 50.00	\$ 16,000.00	\$ 14.00	\$ 4,480.00	\$ 77.35	\$ 24,752.00	\$ 45.00	\$ 14,400.00	\$ 47.25	\$ 15,120.00	\$ 75.00	\$ 24,000.00
7.12	PAVEMENT REMOVAL	SY	8571	\$ 12.00	\$ 102,852.00	\$ 8.75	\$ 74,996.25	\$ 8.90	\$ 76,281.90	\$ 9.25	\$ 79,281.75	\$ 9.70	\$ 83,138.70	\$ 10.64	\$ 91,195.44
	DIVISION 8 - TRAFFIC CONTROL														
8.01	TRAFFIC SIGNAL MODIFICATION, SW STATE STREET AND SW ORDNANCE ROAD	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,750.00	\$ 14,750.00	\$ 14,220.00	\$ 14,220.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,353.00	\$ 16,353.00
8.02	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND SW ORDNANCE RD	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,200.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00	\$ 2,310.00	\$ 2,310.00	\$ 2,530.00	\$ 2,530.00
8.03	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND WEST FIRST ST	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,200.00	\$ 3,200.00	\$ 2,985.00	\$ 2,985.00	\$ 3,100.00	\$ 3,100.00	\$ 3,135.00	\$ 3,135.00	\$ 3,432.75	\$ 3,432.75
8.04	PAINTED PAVEMENT MARKINGS, DURABLE	STA	38.39	\$ 120.00	\$ 4,606.80	\$ 225.00	\$ 8,637.75	\$ 205.00	\$ 7,869.95	\$ 211.00	\$ 8,100.29	\$ 215.00	\$ 8,253.85	\$ 235.75	\$ 9,050.44
8.05	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	1.4	\$ 400.00	\$ 560.00	\$ 525.00	\$ 735.00	\$ 500.00	\$ 700.00	\$ 520.00	\$ 728.00	\$ 525.00	\$ 735.00	\$ 575.00	\$ 805.00
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 180.00	\$ 1,440.00	\$ 425.00	\$ 3,400.00	\$ 400.00	\$ 3,200.00	\$ 412.00	\$ 3,296.00	\$ 420.00	\$ 3,360.00	\$ 460.00	\$ 3,680.00
8.07	RAISED PAVEMENT MARKERS	EA	160	\$ 25.00	\$ 4,000.00	\$ 6.50	\$ 1,040.00	\$ 6.00	\$ 960.00	\$ 6.20	\$ 992.00	\$ 6.30	\$ 1,008.00	\$ 6.90	\$ 1,104.00
8.08	PAVEMENT MARKINGS REMOVED, WATERBLASTING	STA	20.2	\$ 100.00	\$ 2,020.00	\$ 115.00	\$ 2,323.00	\$ 110.00	\$ 2,222.00	\$ 113.00	\$ 2,282.60	\$ 115.50	\$ 2,333.10	\$ 126.50	\$ 2,555.30
8.09	SYMBOLS AND LEGENDS REMOVED, WATERBLASTING	EA	1	\$ 300.00	\$ 300.00	\$ 325.00	\$ 325.00	\$ 300.00	\$ 300.00	\$ 310.00	\$ 310.00	\$ 315.00	\$ 315.00	\$ 345.00	\$ 345.00
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	37.02	\$ 75.00	\$ 2,776.50	\$ 125.00	\$ 4,627.50	\$ 100.00	\$ 3,702.00	\$ 103.00	\$ 3,813.06	\$ 105.00	\$ 3,887.10	\$ 115.00	\$ 4,257.30
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	5	\$ 125.00	\$ 625.00	\$ 200.00	\$ 1,000.00	\$ 175.00	\$ 875.00	\$ 180.00	\$ 900.00	\$ 184.00	\$ 920.00	\$ 201.25	\$ 1,006.25
8.12	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 29,000.00	\$ 29,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,500.00	\$ 30,500.00	\$ 33,350.00	\$ 33,350.00
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	\$ 130.00	\$ 2,600.00	\$ 125.00	\$ 2,500.00	\$ 129.00	\$ 2,580.00	\$ 131.00	\$ 2,620.00	\$ 143.75	\$ 2,875.00
8.14	TRAFFIC SIGNS BY AREA	SF	12	\$ 40.00	\$ 480.00	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 36.00	\$ 432.00	\$ 36.75	\$ 441.00	\$ 40.25	\$ 483.00
8.15	WOOD POSTS	LF	24	\$ 20.00	\$ 480.00	\$ 40.00	\$ 960.00	\$ 35.00	\$ 840.00	\$ 36.00	\$ 864.00	\$ 36.75	\$ 882.00	\$ 40.25	\$ 966.00
8.16	ROUND STEEL POSTS	LF	30	\$ 30.00	\$ 900.00	\$ 90.00	\$ 2,700.00	\$ 85.00	\$ 2,550.00	\$ 88.00	\$ 2,640.00	\$ 89.25	\$ 2,677.50	\$ 97.75	\$ 2,932.50
8.17	ROUND STEEL POST ANCHORS	EA	3	\$ 150.00	\$ 450.00	\$ 325.00	\$ 975.00	\$ 300.00	\$ 900.00	\$ 310.00	\$ 930.00	\$ 315.00	\$ 945.00	\$ 345.00	\$ 1,035.00
8.18	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	7	\$ 250.00	\$ 1,750.00	\$ 225.00	\$ 1,575.00	\$ 200.00	\$ 1,400.00	\$ 206.00	\$ 1,442.00	\$ 210.00	\$ 1,470.00	\$ 230.00	\$ 1,610.00
8.19	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	3	\$ 250.00	\$ 750.00	\$ 125.00	\$ 375.00	\$ 100.00	\$ 300.00	\$ 103.00	\$ 309.00	\$ 105.00	\$ 315.00	\$ 115.00	\$ 345.00



BID TABULATION
SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES
SW ORDNANCE ROAD TO WEST FIRST STREET
ANKENY, IOWA
McCLURE PROJECT # 2022000919



LETTING DATE: JANUARY 10, 2023 AT 10:30 AM				ENGINEER'S ESTIMATE		6		7		8		9	
						All Star Concrete, LLC		Con-Struct, Inc.		Iowa Civil Contracting, Inc.		CJ Moyna & Sons, LLC	
						Johnston, IA		Ames, IA		Victor, IA		Elkader, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 2 - EARTHWORK												
2.01	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	455	\$ 30.00	\$ 13,650.00	\$ 15.50	\$ 7,052.50	\$ 50.00	\$ 22,750.00	\$ 94.90	\$ 43,179.50	\$ 66.00	\$ 30,030.00
2.02	EXCAVATION, CLASS 10	CY	2492	\$ 15.00	\$ 37,380.00	\$ 22.00	\$ 54,824.00	\$ 25.00	\$ 62,300.00	\$ 30.24	\$ 75,358.08	\$ 80.00	\$ 199,360.00
2.03	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	10102	\$ 3.00	\$ 30,306.00	\$ 3.00	\$ 30,306.00	\$ 3.00	\$ 30,306.00	\$ 5.42	\$ 54,752.84	\$ 12.00	\$ 121,224.00
2.04	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	2500	\$ 6.00	\$ 15,000.00	\$ 4.00	\$ 10,000.00	\$ 5.00	\$ 12,500.00	\$ 7.62	\$ 19,050.00	\$ 7.50	\$ 18,750.00
2.05	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	10102	\$ 12.00	\$ 121,224.00	\$ 10.50	\$ 106,071.00	\$ 13.00	\$ 131,326.00	\$ 21.82	\$ 220,425.64	\$ 26.00	\$ 262,652.00
2.06	COMPACTION TESTING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00
	DIVISION 4 - SEWERS AND DRAINS												
4.01	STORM SEWER, TRENCHED, CLASS III RCP, 15-INCH DIAMETER	LF	16	\$ 150.00	\$ 2,400.00	\$ 400.00	\$ 6,400.00	\$ 270.00	\$ 4,320.00	\$ 130.00	\$ 2,080.00	\$ 285.00	\$ 4,560.00
4.02	STORM SEWER, TRENCHED, CLASS III RCP, 18-INCH DIAMETER	LF	8	\$ 200.00	\$ 1,600.00	\$ 670.00	\$ 5,360.00	\$ 320.00	\$ 2,560.00	\$ 256.00	\$ 2,048.00	\$ 300.00	\$ 2,400.00
4.03	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	24	\$ 50.00	\$ 1,200.00	\$ 66.00	\$ 1,584.00	\$ 70.00	\$ 1,680.00	\$ 60.00	\$ 1,440.00	\$ 25.00	\$ 600.00
4.04	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 6-INCH DIAMETER	LF	2138	\$ 30.00	\$ 64,140.00	\$ 27.75	\$ 59,329.50	\$ 30.00	\$ 64,140.00	\$ 31.00	\$ 66,278.00	\$ 21.00	\$ 44,898.00
4.05	SUBDRAIN, CORRUGATED PVC, TYPE 1, CASE C, 8-INCH DIAMETER	LF	370	\$ 35.00	\$ 12,950.00	\$ 47.00	\$ 17,390.00	\$ 45.00	\$ 16,650.00	\$ 39.00	\$ 14,430.00	\$ 26.00	\$ 9,620.00
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 2, CASE D, 8-INCH DIAMETER	LF	51	\$ 40.00	\$ 2,040.00	\$ 128.00	\$ 6,528.00	\$ 50.00	\$ 2,550.00	\$ 39.00	\$ 1,989.00	\$ 24.50	\$ 1,249.50
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 2,900.00	\$ 23,200.00	\$ 2,500.00	\$ 20,000.00	\$ 3,200.00	\$ 25,600.00	\$ 2,400.00	\$ 19,200.00
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6-INCH DIAMETER	EA	6	\$ 500.00	\$ 3,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,000.00	\$ 6,000.00	\$ 265.00	\$ 1,590.00	\$ 600.00	\$ 3,600.00
4.09	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8-INCH DIAMETER	EA	1	\$ 600.00	\$ 600.00	\$ 2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 625.00	\$ 625.00
4.10	REMOVAL OF SUBDRAIN	LF	415	\$ 15.00	\$ 6,225.00	\$ 16.75	\$ 6,951.25	\$ 20.00	\$ 8,300.00	\$ 15.00	\$ 6,225.00	\$ 3.50	\$ 1,452.50
	DIVISION 5 - WATER MAINS AND APPURTENANCES												
5.01	WATER SERVICE STOP BOX ASSEMBLY	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,225.00	\$ 2,450.00	\$ 1,000.00	\$ 2,000.00	\$ 1,950.00	\$ 3,900.00	\$ 460.00	\$ 920.00
5.02	VALVE, GATE, 6-INCH DIAMETER	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 6,200.00	\$ 6,200.00	\$ 7,000.00	\$ 7,000.00	\$ 4,700.00	\$ 4,700.00	\$ 4,200.00	\$ 4,200.00
5.03	VALVE REMOVAL	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 4,700.00	\$ 9,400.00	\$ 6,000.00	\$ 12,000.00	\$ 3,960.00	\$ 7,920.00	\$ 300.00	\$ 600.00
	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS												
6.01	INTAKE, SW-505, CAST-IN-PLACE	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 9,450.00	\$ 18,900.00	\$ 12,000.00	\$ 24,000.00	\$ 6,930.00	\$ 13,860.00	\$ 7,000.00	\$ 14,000.00
6.02	MANHOLE ADJUSTMENT, SANITARY, MINOR, TYPE C CASTING	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,650.00	\$ 2,650.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00
6.03	INTAKE ADJUSTMENT, MINOR, SW-505	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 4,400.00	\$ 4,400.00
6.04	REMOVE INTAKE	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 950.00	\$ 1,900.00	\$ 720.00	\$ 1,440.00
	DIVISION 7 - STREETS AND RELATED WORK												
7.01	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	8751	\$ 95.00	\$ 831,345.00	\$ 89.00	\$ 778,839.00	\$ 86.00	\$ 752,586.00	\$ 78.27	\$ 684,940.77	\$ 74.50	\$ 651,949.50
7.02	CONCRETE MEDIAN, CLASS C OR C-SUD, 6-INCH DEPTH	SY	115	\$ 100.00	\$ 11,500.00	\$ 87.00	\$ 10,005.00	\$ 160.00	\$ 18,400.00	\$ 132.52	\$ 15,239.80	\$ 115.00	\$ 13,225.00
7.03	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,020.00	\$ 9,020.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00	\$ 11,500.00	\$ 11,500.00
7.04	REMOVAL OF SIDEWALK	SY	14	\$ 50.00	\$ 700.00	\$ 85.00	\$ 1,190.00	\$ 30.00	\$ 420.00	\$ 30.00	\$ 420.00	\$ 60.00	\$ 840.00
7.05	REMOVAL OF DRIVEWAY	SY	59	\$ 20.00	\$ 1,180.00	\$ 33.00	\$ 1,947.00	\$ 30.00	\$ 1,770.00	\$ 30.00	\$ 1,770.00	\$ 50.00	\$ 2,950.00
7.06	SIDEWALK, PCC, CLASS C, 4-INCH DEPTH	SY	14	\$ 100.00	\$ 1,400.00	\$ 97.00	\$ 1,358.00	\$ 120.00	\$ 1,680.00	\$ 100.00	\$ 1,400.00	\$ 285.00	\$ 3,990.00
7.07	SIDEWALK, PCC, CLASS C, 6-INCH DEPTH	SY	22	\$ 150.00	\$ 3,300.00	\$ 95.00	\$ 2,090.00	\$ 130.00	\$ 2,860.00	\$ 130.00	\$ 2,860.00	\$ 200.00	\$ 4,400.00
7.08	DETECTABLE WARNINGS, GALVANIZED STEEL	SF	20	\$ 65.00	\$ 1,300.00	\$ 49.00	\$ 980.00	\$ 60.00	\$ 1,200.00	\$ 65.00	\$ 1,300.00	\$ 45.00	\$ 900.00
7.09	DRIVEWAY, PAVED, TYPE A WITH RADII, PCC, CLASS C, 7-INCH DEPTH	SY	49	\$ 85.00	\$ 4,165.00	\$ 101.00	\$ 4,949.00	\$ 80.00	\$ 3,920.00	\$ 100.00	\$ 4,900.00	\$ 100.00	\$ 4,900.00
7.10	FULL DEPTH PATCHES, 9-INCH DEPTH	SY	428	\$ 150.00	\$ 64,200.00	\$ 150.00	\$ 64,200.00	\$ 160.00	\$ 68,480.00	\$ 144.82	\$ 61,982.96	\$ 110.00	\$ 47,080.00
7.11	SUBBASE OVER-EXCAVATION, 6-INCH DEPTH	TON	320	\$ 50.00	\$ 16,000.00	\$ 45.00	\$ 14,400.00	\$ 50.00	\$ 16,000.00	\$ 80.80	\$ 25,856.00	\$ 60.00	\$ 19,200.00
7.12	PAVEMENT REMOVAL	SY	8571	\$ 12.00	\$ 102,852.00	\$ 9.25	\$ 79,281.75	\$ 10.00	\$ 85,710.00	\$ 10.92	\$ 93,595.32	\$ 45.00	\$ 385,695.00
	DIVISION 8 - TRAFFIC CONTROL												
8.01	TRAFFIC SIGNAL MODIFICATION, SW STATE STREET AND SW ORDNANCE ROAD	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,220.00	\$ 14,220.00	\$ 16,000.00	\$ 16,000.00	\$ 24,211.40	\$ 24,211.40	\$ 14,220.00	\$ 14,220.00
8.02	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND SW ORDNANCE RD	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00
8.03	TRAFFIC SIGNAL MODIFICATION, TEMPORARY, SW STATE ST AND WEST FIRST ST	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,985.00	\$ 2,985.00	\$ 3,300.00	\$ 3,300.00	\$ 3,000.00	\$ 3,000.00	\$ 2,985.00	\$ 2,985.00
8.04	PAINTED PAVEMENT MARKINGS, DURABLE	STA	38.39	\$ 120.00	\$ 4,606.80	\$ 205.00	\$ 7,869.95	\$ 300.00	\$ 11,517.00	\$ 205.00	\$ 7,869.95	\$ 205.00	\$ 7,869.95
8.05	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	1.4	\$ 400.00	\$ 560.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00	\$ 500.00	\$ 700.00
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$ 180.00	\$ 1,440.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00	\$ 400.00	\$ 3,200.00
8.07	RAISED PAVEMENT MARKERS	EA	160	\$ 25.00	\$ 4,000.00	\$ 6.00	\$ 960.00	\$ 6.00	\$ 960.00	\$ 6.00	\$ 960.00	\$ 6.00	\$ 960.00
8.08	PAVEMENT MARKINGS REMOVED, WATERBLASTING	STA	20.2	\$ 100.00	\$ 2,020.00	\$ 110.00	\$ 2,222.00	\$ 110.00	\$ 2,222.00	\$ 110.00	\$ 2,222.00	\$ 110.00	\$ 2,222.00
8.09	SYMBOLS AND LEGENDS REMOVED, WATERBLASTING	EA	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	37.02	\$ 75.00	\$ 2,776.50	\$ 100.00	\$ 3,702.00	\$ 100.00	\$ 3,702.00	\$ 100.00	\$ 3,702.00	\$ 100.00	\$ 3,702.00
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	5	\$ 125.00	\$ 625.00	\$ 175.00	\$ 875.00	\$ 190.00	\$ 950.00	\$ 175.00	\$ 875.00	\$ 175.00	\$ 875.00
8.12	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 29,000.00	\$ 29,000.00	\$ 31,000.00	\$ 31,000.00	\$ 29,000.00	\$ 29,000.00	\$ 60,000.00	\$ 60,000.00
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00	\$ 150.00	\$ 3,000.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00
8.14	TRAFFIC SIGNS BY AREA	SF	12	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 40.00	\$ 480.00	\$ 35.00	\$ 420.00	\$ 35.00	\$ 420.00
8.15	WOOD POSTS	LF	24	\$ 20.00	\$ 480.00	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00	\$ 35.00	\$ 840.00	\$ 35.00	\$ 840.00
8.16	ROUND STEEL POSTS	LF	30	\$ 30.00	\$ 900.00	\$ 85.00	\$ 2,550.00	\$ 95.00	\$ 2,850.00	\$ 85.00	\$ 2,550.00	\$ 85.00	\$ 2,550.00
8.17	ROUND STEEL POST ANCHORS	EA	3	\$ 150.00	\$ 450.00	\$ 300.00	\$ 900.00	\$ 330.00	\$ 990.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00
8.18	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	7	\$ 250.00	\$ 1,750.00	\$ 200.00	\$ 1,400.00	\$ 220.00	\$ 1,540.00	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00
8.19	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	3	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00

LETTING DATE: JANUARY 10, 2023 AT 10:30 AM						1		2		3		4		5	
						Alliance Construction Group LLC		Absolute Concrete Construction, Inc.		Elder Corporation		Concrete Technologies, Inc.		Shekar Engineering, PLC	
						Urbandale, IA		Granger, IA		Des Moines, IA		Grimes, IA		Des Moines, IA	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 9 - SITE WORK AND LANDSCAPING														
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.2	\$ 1,000.00	\$ 1,200.00	\$ 175.00	\$ 210.00	\$ 1,000.00	\$ 1,200.00	\$ 155.00	\$ 186.00	\$ 575.00	\$ 690.00	\$ 1,150.00	\$ 1,380.00
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	1.2	\$ 2,500.00	\$ 3,000.00	\$ 2,300.00	\$ 2,760.00	\$ 3,000.00	\$ 3,600.00	\$ 2,300.00	\$ 2,760.00	\$ 1,940.00	\$ 2,328.00	\$ 3,450.00	\$ 4,140.00
9.03	FILTER SOCK, 9-INCH DIAMETER	LF	100	\$ 5.00	\$ 500.00	\$ 2.25	\$ 225.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00	\$ 2.60	\$ 260.00	\$ 5.75	\$ 575.00
9.04	FILTER SOCK, REMOVAL	LF	100	\$ 2.50	\$ 250.00	\$ 0.50	\$ 50.00	\$ 2.50	\$ 250.00	\$ 0.50	\$ 50.00	\$ 0.25	\$ 25.00	\$ 2.88	\$ 288.00
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BONDED FIBER MATRIX (BFM)	AC	2.4	\$ 3,500.00	\$ 8,400.00	\$ 3,400.00	\$ 8,160.00	\$ 4,000.00	\$ 9,600.00	\$ 3,300.00	\$ 7,920.00	\$ 3,675.00	\$ 8,820.00	\$ 4,600.00	\$ 11,040.00
9.06	INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	3	\$ 150.00	\$ 450.00	\$ 75.00	\$ 225.00	\$ 200.00	\$ 600.00	\$ 52.00	\$ 156.00	\$ 68.25	\$ 204.75	\$ 230.00	\$ 690.00
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	8	\$ 150.00	\$ 1,200.00	\$ 175.00	\$ 1,400.00	\$ 200.00	\$ 1,600.00	\$ 155.00	\$ 1,240.00	\$ 142.00	\$ 1,136.00	\$ 230.00	\$ 1,840.00
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	16	\$ 25.00	\$ 400.00	\$ 30.00	\$ 480.00	\$ 25.00	\$ 400.00	\$ 26.00	\$ 416.00	\$ 26.25	\$ 420.00	\$ 28.75	\$ 460.00
	DIVISION 11 - MISCELLANEOUS														
11.01	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 71,161.55	\$ 71,161.55	\$ 98,500.00	\$ 98,500.00	\$ 187,500.00	\$ 187,500.00
11.02	TEMPORARY GRANULAR DRIVEWAY	TON	78	\$ 60.00	\$ 4,680.00	\$ 60.00	\$ 4,680.00	\$ 59.50	\$ 4,641.00	\$ 32.00	\$ 2,496.00	\$ 33.60	\$ 2,620.80	\$ 81.30	\$ 6,341.40
11.03	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,750.00	\$ 4,750.00	\$ 5,700.00	\$ 5,700.00	\$ 4,175.00	\$ 4,175.00	\$ 5,462.50	\$ 5,462.50
	DIVISION 12 - ELECTRICAL RELOCATION														
12.01	CONDUIT, GRAY HDPE, 2 INCH DIAMETER, TRENCH OR TRENCHLESS	LF	645	\$ 15.00	\$ 9,675.00	\$ 16.00	\$ 10,320.00	\$ 15.00	\$ 9,675.00	\$ 15.50	\$ 9,997.50	\$ 15.75	\$ 10,158.75	\$ 17.25	\$ 11,126.25
12.02	POWER CABLE 2-3C #6 AWG, TRACER WIRE, AND PULL ROPE	LF	790	\$ 10.00	\$ 7,900.00	\$ 13.00	\$ 10,270.00	\$ 12.00	\$ 9,480.00	\$ 12.50	\$ 9,875.00	\$ 12.60	\$ 9,954.00	\$ 13.80	\$ 10,902.00
12.03	TYPE I HANDHOLE, 24 INCH DIAMETER, PRECAST CONCRETE	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 950.00	\$ 2,850.00	\$ 900.00	\$ 2,700.00	\$ 930.00	\$ 2,790.00	\$ 945.00	\$ 2,835.00	\$ 1,035.00	\$ 3,105.00
TOTAL AMOUNT BID:				\$ 1,664,700.30		\$ 1,407,593.05		\$ 1,418,478.55		\$ 1,460,000.00		\$ 1,483,693.55		\$ 1,515,612.13	
BID SECURITY:						10%		10%		10%		10%		10%	

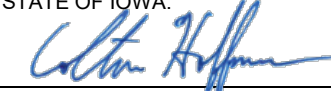
Notes:

Denotes math error. Unit prices were held and highlighted cells reflect corrected amounts.

LETTING DATE: JANUARY 10, 2023 AT 10:30 AM				ENGINEER'S ESTIMATE		6		7		8		9	
						All Star Concrete, LLC		Con-Struct, Inc.		Iowa Civil Contracting, Inc.		CJ Moyna & Sons, LLC	
						Johnston, IA		Ames, IA		Victor, IA		Elkader, IA	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	DIVISION 9 - SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	1.2	\$ 1,000.00	\$ 1,200.00	\$ 150.00	\$ 180.00	\$ 600.00	\$ 720.00	\$ 1,000.00	\$ 1,200.00	\$ 550.00	\$ 660.00
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	1.2	\$ 2,500.00	\$ 3,000.00	\$ 2,200.00	\$ 2,640.00	\$ 2,000.00	\$ 2,400.00	\$ 3,000.00	\$ 3,600.00	\$ 1,850.00	\$ 2,220.00
9.03	FILTER SOCK, 9-INCH DIAMETER	LF	100	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00	\$ 3.00	\$ 300.00	\$ 5.00	\$ 500.00	\$ 2.50	\$ 250.00
9.04	FILTER SOCK, REMOVAL	LF	100	\$ 2.50	\$ 250.00	\$ 0.35	\$ 35.00	\$ 1.00	\$ 100.00	\$ 2.50	\$ 250.00	\$ 0.25	\$ 25.00
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BONDED FIBER MATRIX (BFM)	AC	2.4	\$ 3,500.00	\$ 8,400.00	\$ 3,200.00	\$ 7,680.00	\$ 3,800.00	\$ 9,120.00	\$ 4,000.00	\$ 9,600.00	\$ 3,500.00	\$ 8,400.00
9.06	INLET PROTECTION DEVICE, SURFACE-APPLIED	EA	3	\$ 150.00	\$ 450.00	\$ 50.00	\$ 150.00	\$ 100.00	\$ 300.00	\$ 200.00	\$ 600.00	\$ 65.00	\$ 195.00
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	8	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 200.00	\$ 1,600.00	\$ 135.00	\$ 1,080.00
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	16	\$ 25.00	\$ 400.00	\$ 25.00	\$ 400.00	\$ 50.00	\$ 800.00	\$ 25.00	\$ 400.00	\$ 25.00	\$ 400.00
	DIVISION 11 - MISCELLANEOUS												
11.01	MOBILIZATION	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 94,525.00	\$ 94,525.00	\$ 105,000.00	\$ 105,000.00	\$ 170,000.00	\$ 170,000.00	\$ 340,000.00	\$ 340,000.00
11.02	TEMPORARY GRANULAR DRIVEWAY	TON	78	\$ 60.00	\$ 4,680.00	\$ 32.00	\$ 2,496.00	\$ 60.00	\$ 4,680.00	\$ 38.00	\$ 2,964.00	\$ 90.00	\$ 7,020.00
11.03	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,750.00	\$ 4,750.00	\$ 8,000.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00
	DIVISION 12 - ELECTRICAL RELOCATION												
12.01	CONDUIT, GRAY HDPE, 2 INCH DIAMETER, TRENCH OR TRENCHLESS	LF	645	\$ 15.00	\$ 9,675.00	\$ 15.00	\$ 9,675.00	\$ 18.00	\$ 11,610.00	\$ 26.00	\$ 16,770.00	\$ 15.00	\$ 9,675.00
12.02	POWER CABLE 2-3C #6 AWG, TRACER WIRE, AND PULL ROPE	LF	790	\$ 10.00	\$ 7,900.00	\$ 12.00	\$ 9,480.00	\$ 15.00	\$ 11,850.00	\$ 25.00	\$ 19,750.00	\$ 12.00	\$ 9,480.00
12.03	TYPE I HANDHOLE, 24 INCH DIAMETER, PRECAST CONCRETE	EA	3	\$ 1,250.00	\$ 3,750.00	\$ 900.00	\$ 2,700.00	\$ 1,000.00	\$ 3,000.00	\$ 2,800.00	\$ 8,400.00	\$ 900.00	\$ 2,700.00
TOTAL AMOUNT BID:				\$ 1,664,700.30		\$ 1,579,110.95		\$ 1,659,489.00		\$ 1,803,075.26		\$ 2,399,659.45	
BID SECURITY:						10%		10%		10%		10%	

Notes:
Denotes math error. Unit prices were held and highlighted cells reflect corrected amounts.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED ON JANUARY 10, 2023 FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES PROJECT IN THE CITY OF ANKENY, IOWA AND WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.


COLTON D. HOFFMANN, P.E.

LICENSE NO. 26427

EXP. 12/31/2023

January 10, 2023
DATE

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE SW STATE STREET
RECONSTRUCTION - SOUTHBOUND LANES

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 State Street Reconstruction - Southbound Lanes, described in the plans and specifications heretofore adopted by this Council on January 17, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Alliance Construction Group, LLC of Urbandale, Iowa

Amount of bid: \$1,407,593.05

Portion of project: All construction work

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

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SW STATE STREET RECONSTRUCTION - SOUTHBOUND LANES", 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 STATE STREET
RECONSTRUCTION - SOUTHBOUND LANES

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 State Street Reconstruction - Southbound Lanes, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	<u>Alliance Construction Group, LLC</u> of <u>Urbandale, Iowa</u>
Amount of bid:	<u>\$1,407,593.05</u>
Bond surety:	_____
Date of bond:	_____
Portion of project:	<u>All construction work</u>

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk



100 50 0 100

LEGEND

- STAGE 1A PROPOSED PAVEMENT
- STAGE 1B PROPOSED PAVEMENT
- STAGE 2A PROPOSED PAVEMENT
- STAGE 2B PROPOSED PAVEMENT

**SW STATE STREET RECONSTRUCTION -
SOUTHBOUND LANES
SW ORDANCE ROAD TO WEST FIRST STREET
ANKENY, IOWA**

PROJECT INFORMATION MEETING

DRAWING NO.

EXHIBIT

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 17th day of January 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Alliance Construction Group LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordinance Road to just south of West First Street in the City of Ankeny.

The improvement includes the construction of approximately 8,750 SY of 9" PCC Class C-SUD pavement, 400 SY of 9" full depth PCC Class C-SUD patching, 2,600 LF of subdrain, removal of 10,100 SY of subgrade to a depth of 6" and replacement with subgrade preparation, modified subbase, paved medians, driveways, sidewalks, new pedestrian push button and associated traffic signal work at the SW State Street and SW Ordinance Road intersection, cast-in-place replacement of storm sewer intakes, water valve installation and water valve removals, City—owned electric line installation and electric line removals, pavement removal, pedestrian ramps, pavement markings, signs, temporary traffic control, erosion control, final surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Million Four Hundred Seven Thousand Five Hundred Ninety-Three and 05/100 DOLLARS (\$1,407,593.05), 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 in **seventy-five (75) working days**. Substantial completion for the overall project shall be defined as all utility, grading, pavement, and traffic signal construction completed, with the new pavement markings and signs installed, the new streets, driveways and sidewalks fully open to traffic, and the new pedestrian push buttons and crossing fully operational. **A mandatory six-day work week is required and working days will be charged 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 **substantially complete Stage 2B work within fifteen (15) working days**. Substantial completion for Stage 2B shall be defined as all grading and pavement construction associated with Stage 2B completed, with the pavement constructed in Stage 2B fully open to traffic. Should the Contractor fail to substantially complete the work associated within the Stage 2B within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not completed within the designated Contract terms(s). **These fifteen (15) working days are included within the seventy-five (75) working days for substantial completion of the overall project.**

The Contractor shall fully complete the overall project in **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 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 Mark E. Holm, Mayor

(Seal)
ATTEST:

Michelle Guska, City Clerk



CONTRACTOR:

By Alliance Construction Group, LLC
Contractor
[Signature]
Signature
President
Title
9400 Plum Drive, #100
Street Address
Urbandale, IA 50322
City, State, Zip Code
515-225-6677
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1098-46 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 17th day of January, 2023, before me a Notary Public in and for said county, personally appeared Dustin Jones, to me personally known, who being by me duly sworn did say that person is President of said Alliance Construction Group, LLC that ~~(the seal affixed to said instrument is the seal of said OR no seal has been procured by the said)~~ Alliance Construction Group, LLC, and that said instrument was signed and sealed on behalf of the said Alliance Construction Group, LLC, by authority of its managers and the said Dustin Jones acknowledged the execution of said instrument to be the voluntary act and deed of said Alliance Construction Group, LLC, by it voluntarily executed.



Michelle McCool
Notary Public in and for the State of Iowa
My commission expires 5/29, 2023

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, On-site, 6-Inch Depth	CY	455	\$8.25	\$3,753.75
2.02	Excavation, Class 10	CY	2,492	\$5.25	\$13,083.00
2.03	Subgrade Preparation, 6-Inch Depth	SY	10,102	\$3.15	\$31,821.30
2.04	Subgrade Treatment, Geogrid, Triangular	SY	2,500	\$9.75	\$24,375.00
2.05	Subbase, Modified, Virgin Aggregate, 6-Inch Depth	SY	10,102	\$13.50	\$136,377.00
2.06	Compaction Testing	LS	1	\$2,500.00	\$2,500.00
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, Class III RCP, 15-Inch Diameter	LF	16	\$180.00	\$2,880.00
4.02	Storm Sewer, Trenched, Class III RCP, 18-Inch Diameter	LF	8	\$185.00	\$1,480.00
4.03	Removal of Storm Sewer, Less than 36-Inch Diameter	LF	24	\$72.00	\$1,728.00
4.04	Subdrain, Corrugated PVC, Type 1, Case C, 6-Inch Diameter	LF	2,138	\$20.00	\$42,760.00
4.05	Subdrain, Corrugated PVC, Type 1, Case C, 8-Inch Diameter	LF	370	\$24.00	\$8,880.00
4.06	Subdrain, Corrugated PVC, Type 2, Case D, 8-Inch Diameter	LF	51	\$24.00	\$1,224.00
4.07	Subdrain Cleanout, Type B, 24-Inch Diameter	EA	8	\$1,875.00	\$15,000.00
4.08	Subdrain Outlets and Connections, PVC, 6-Inch Diameter	EA	6	\$400.00	\$2,400.00
4.09	Subdrain Outlets and Connections, PVC, 8-Inch Diameter	EA	1	\$400.00	\$400.00
4.10	Removal of Subdrain	LF	415	\$3.50	\$1,452.50
	WATER MAINS AND APPURTENANCES				
5.01	Water Service Stop Box Assembly	EA	2	\$2,000.00	\$4,000.00
5.02	Valve, Gate, 6-Inch Diameter	EA	1	\$2,800.00	\$2,800.00
5.03	Valve Removal	EA	2	\$3,200.00	\$6,400.00

	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Intake, SW-505, Cast-In-Place	EA	2	\$7,500.00	\$15,000.00
6.02	Manhole Adjustment, Sanitary, Minor, Type C Casting	EA	1	\$2,600.00	\$2,600.00
6.03	Intake Adjustment, Minor, SW-505	EA	1	\$2,600.00	\$2,600.00
6.04	Remove Intake	EA	2	\$2,600.00	\$5,200.00
	STREETS AND RELATED WORK				
7.01	Pavement, PCC, Class C-SUD, 9-Inch Depth	SY	8,751	\$79.00	\$691,329.00
7.02	Concrete Median, Class C or C-SUD, 6-Inch Depth	SY	115	\$65.00	\$7,475.00
7.03	PCC Pavement Samples and Testing	LS	1	\$9,500.00	\$9,500.00
7.04	Removal of Sidewalk	SY	14	\$120.00	\$1,680.00
7.05	Removal of Driveway	SY	59	\$95.00	\$5,605.00
7.06	Sidewalk, PCC, Class C, 4-Inch Depth	SY	14	\$115.00	\$1,610.00
7.07	Sidewalk, PCC, Class C, 6-Inch Depth	SY	22	\$115.00	\$2,530.00
7.08	Detectable Warnings, Galvanized Steel	SF	20	\$120.00	\$2,400.00
7.09	Driveway, Paved, Type A with Radii, PCC, Class C, 7-Inch Depth	SY	49	\$80.00	\$3,920.00
7.10	Full Depth Patches, 9-Inch Depth	SY	428	\$115.00	\$49,220.00
7.11	Subbase Over-excavation, 6-Inch Depth	TON	320	\$14.00	\$4,480.00
7.12	Pavement Removal	SY	8,571	\$8.75	\$74,996.25
	TRAFFIC CONTROL				
8.01	Traffic Signal Modification, SW State Street and SW Ordinance Road	LS	1	\$14,750.00	\$14,750.00
8.02	Traffic Signal Modification, Temporary, SW State St and SW Ordinance Rd	LS	1	\$2,300.00	\$2,300.00
8.03	Traffic Signal Modification, Temporary, SW State St and West First St	LS	1	\$3,200.00	\$3,200.00
8.04	Painted Pavement Markings, Durable	STA	38.39	\$225.00	\$8,637.75
8.05	Wet, Retroreflective Removable Tape Markings	STA	1.40	\$525.00	\$735.00
8.06	Painted Symbols and Legends, Durable	EA	8	\$425.00	\$3,400.00
8.07	Raised Pavement Markers	EA	160	\$6.50	\$1,040.00
8.08	Pavement Markings Removed, Waterblasting	STA	20.20	\$115.00	\$2,323.00
8.09	Symbols and Legends Removed, Waterblasting	EA	1	\$325.00	\$325.00
8.10	Grooves Cut for Pavement Markings	STA	37.02	\$125.00	\$4,627.50

8.11	Grooves Cut for Symbols and Legends	EA	5	\$200.00	\$1,000.00
8.12	Temporary Traffic Control	LS	1	\$40,000.00	\$40,000.00
8.13	Portable Dynamic Message Sign (PDMS)	CDAY	20	\$130.00	\$2,600.00
8.14	Traffic Signs by Area	SF	12	\$40.00	\$480.00
8.15	Wood Posts	LF	24	\$40.00	\$960.00
8.16	Round Steel Posts	LF	30	\$90.00	\$2,700.00
8.17	Round Steel Post Anchors	EA	3	\$325.00	\$975.00
8.18	Remove and Reinstall Traffic Signs	EA	7	\$225.00	\$1,575.00
8.19	Remove and Salvage Traffic Sign Assembly	EA	3	\$125.00	\$375.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.2	\$175.00	\$210.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	1.2	\$2,300.00	\$2,760.00
9.03	Filter Sock, 9-Inch Diameter	LF	100	\$2.25	\$225.00
9.04	Filter Sock, Removal	LF	100	\$0.50	\$50.00
9.05	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	2.4	\$3,400.00	\$8,160.00
9.06	Inlet Protection Device, Surface-Applied	EA	3	\$75.00	\$225.00
9.07	Inlet Protection Device, Drop-In	EA	8	\$175.00	\$1,400.00
9.08	Inlet Protection Device, Maintenance	EA	16	\$30.00	\$480.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$85,000.00	\$85,000.00
11.02	Temporary Granular Driveway	TON	78	\$60.00	\$4,680.00
11.03	Concrete Washout, Roll-off Container	LS	1	\$5,500.00	\$5,500.00
	ELECTRICAL RELOCATION				
12.01	Conduit, Gray HDPE, 2 Inch Diameter, Trench or Trenchless	LF	645	\$16.00	\$10,320.00
12.02	Power Cable 2-3c #6 AWG, Tracer Wire, and Pull Rope	LF	790	\$13.00	\$10,270.00
12.03	Type I Handhole, 24 Inch Diameter, Precast Concrete	EA	3	\$950.00	\$2,850.00

TOTAL CONTRACT AMOUNT = \$ 1,407,593.05

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alliance Construction Group LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (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 Million Four Hundred Seven Thousand Five Hundred Ninety-Three and 05/100 DOLLARS (\$1,407,593.05), 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 17th day of January, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

SW STATE STREET RECONSTRUCTION – SOUTHBOUND LANES

The SW State Street Reconstruction – Southbound Lanes project includes the full depth removal and replacement of PCC street pavement for the southbound lanes from SW Ordinance Road to just south of West First Street in the City of Ankeny.

The improvement includes the construction of approximately 8,750 SY of 9" PCC Class C-SUD pavement, 400 SY of 9" full depth PCC Class C-SUD patching, 2,600 LF of subdrain, removal of 10,100 SY of subgrade to a depth of 6" and replacement with subgrade preparation, modified subbase, paved medians, driveways, sidewalks, new pedestrian push button and associated traffic signal work at the SW State Street and SW Ordinance Road intersection, cast-in-place replacement of storm sewer intakes, water valve installation and water valve removals, City—owned electric line installation and electric line removals, pavement removal, pedestrian ramps, pavement markings, signs, temporary traffic control, erosion control, final surface restoration, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

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

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

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

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

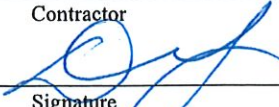
NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain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

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

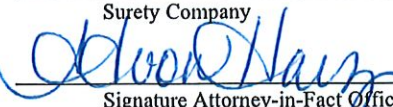
Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 17th day of January, 2023.

PRINCIPAL:

Alliance Construction Group, LLC
Contractor
By 
Signature
President
Title

SURETY:

United Fire & Casualty Company
Surety Company
By 
Signature Attorney-in-Fact Officer
E. A. von Harz
Printed Name of Attorney-in-Fact Officer
AssuredPartners Great Plains, LLC
Company Name
4200 University Ave, Suite 200
Company Address
West Des Moines, IA 50266
City, State, Zip Code
515-244-0166
Company Telephone Number

NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

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

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

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

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

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

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

"Article VI – Surety Bonds and Undertakings"

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

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

10th day of March, 2014



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

By: *Dennis J. Richmann*
Vice President

State of Iowa, County of Linn, ss:

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

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



Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

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

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 17th day of January, 2023.



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



ALLICON-01

TKANNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2023

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: SW State Street Reconstruction - Southbound Lanes - SW Ordinance Road to West First Street

The City of Ankeny and McClure Engineering Company are included as additional insured as required by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2023 PCC Reconstruction Program - SE Creekview Drive

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the 2023 PCC Reconstruction Program - SE Creekview Drive project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and setting a date for the filing of bids on the project.

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



The construction improvements include the slip-form paving of approximately 2,000 SY of 9" thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9" thick PCC Class C-SUD handwork, 60 LF of 9" thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7" thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than April 3, 2023 and no later than May 1, 2023. The Contractor shall substantially complete the overall project within fifty (50) working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. The Contractor shall fully complete the overall project within ten (10) working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 17, 2023
2. Post Notice to Bidders and Notice of Public Hearing: January 19, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: February 3, 2023
4. Bid Opening (10:30 A.M., Public Services Building): February 14, 2023
5. Public Hearing and Contract Award: February 20, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 14, 2023 and setting the public hearing date as February 20, 2023 for the 2023 PCC Reconstruction Program - SE Creekview 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 January 19, 2023 and to be published in the Des Moines Register on February 3, 2023.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners will be held in March 2023. Property owners will be updated via letters during the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the 2023 PCC Reconstruction Program - SE Creekview Drive project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 2/14/23 @ 10:30 A.M. / date of hrg: 2/20/23 @ 5:30 P.M.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW 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 2023
PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW
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 2023 PCC Reconstruction Program - SE Creekview 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 2023 PCC Reconstruction Program - SE Creekview 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 2023 PCC Reconstruction Program – SE Creekview Drive project includes PCC pavement reconstruction of the northbound lanes of SE Creekview Drive from just north of SE Oralabor Road to just north of SE Tones Drive in the City of Ankeny.

The construction improvements include the slip-form paving of approximately 2,000 SY of 9” thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9” thick PCC Class C-SUD handwork, 60 LF of 9” thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7” thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 14, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 20, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 20, 2023.

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW 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 **2023 PCC Reconstruction Program – SE Creekview Drive** project at its meeting at **5:30 P.M. on the 20th day of February, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=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 improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **14th day of February, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 14th day of February, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 20th day of February, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvements shall be commenced any time after a written Notice to Proceed is issued, **no earlier than April 3, 2023 and no later than May 1, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from 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

2023 PCC RECONSTRUCTION PROGRAM – SE CREEKVIEW DRIVE

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

The construction improvements include the slip-form paving of approximately 2,000 SY of 9” thick PCC Class C-SUD street pavement, along with approximately 550 SY of 9” thick PCC Class C-SUD handwork, 60 LF of 9” thick PCC Class C curb and gutter removal and replacement, and 310 SY of 7” thick PCC Class C commercial driveways. Other associated improvements include Class 10 excavation, subgrade preparation, modified subbase placement, subdrain removal and replacement, minor adjustments to existing storm sewer structures, pedestrian ramp improvements, temporary surface restoration, temporary traffic control, mobilization, and miscellaneous associated work necessary to complete the project.

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 **fifty (50) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed, with the new streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including temporary surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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 **17th day of January, 2023**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **19th day of January, 2023**.

Published in the Des Moines Register the **3rd day of February, 2023**.



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



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2023 PCC Street Patching Program

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the 2023 PCC Street Patching Program project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, and form of contract) and estimated total cost and setting a date for the filing of bids on the project.

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

Site 1 – East First Street between Ankeny Boulevard and Delaware Avenue (9” patches),

Site 2 – NW State Street between NW 4th Street and NW 9th Street (9” patches),

Site 3 – SW Glenbrooke Boulevard and SW 29th Street intersection (8” pavement), and
Site 4 – NE 16th Street and NE Innsbruck Court intersection (7” pavement).

The improvement includes approximately 2,150 SY of 9” thick PCC Class C-SUD full depth patches, 2,125 SY of 8” thick PCC Class C-SUD street pavement, and 1,350 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to storm sewer structures, partial and full rebuilds of existing intakes, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, permanent pavement markings, mobilization, and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor shall substantially complete each of the four (4) separate Sites within a specified number of working days for each Site as noted below:

Site 1 – thirty-five (35) Working Days,
Site 2 – fifteen (15) Working Days,
Site 3 – thirty (30) Working Days, and
Site 4 – twenty (20) Working Days.

More than one (1) Site can be under construction simultaneously, but not without prior approval by the Engineer. Working Days will be tracked separately for each Site. The Contractor shall fully complete the overall project no later than September 15, 2023.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: January 17, 2023
2. Post Notice to Bidders and Notice of Public Hearing: January 19, 2023
3. Publish Notice to Bidders and Notice of Public of Hearing: February 3, 2023
4. Bid Opening (10:30 A.M., Public Services Building): February 14, 2023
5. Public Hearing and Award Contract: February 20, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids; award contract; and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as February 14, 2023 and setting the public hearing date as February 20, 2023 for the 2023 PCC Street Patching Program project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on January 19, 2023 and to be published in the Des Moines Register on February 3, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** ordering construction on the 2023 PCC Street Patching Program project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 02/14/23 @ 10:30 AM / date of public hearing: 02/20/23 @ 5:30 PM)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice to Bidders and Notice of Public Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2023 PCC STREET PATCHING PROGRAM, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2023 PCC STREET PATCHING PROGRAM, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2023 PCC Street Patching Program; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, final grades have been established by ordinance, consistent with the plans for all street improvements included in the proposed construction; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2023 PCC Street Patching Program, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

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

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

The improvement includes approximately 2,150 SY of 9” thick PCC Class C-SUD full depth patches, 2,125 SY of 8” thick PCC Class C-SUD street pavement, and 1,350 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to storm sewer structures, partial and full rebuilds of existing intakes, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, permanent pavement markings, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to February 14, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on February 20, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on February 20, 2023.

PASSED AND APPROVED this 17th day of January, 2023.

Mayor

ATTEST:

City Clerk

NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING

2023 PCC STREET PATCHING PROGRAM
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **2023 PCC Street Patching Program** project at its meeting at **5:30 P.M. on the 20th day of February, 2023**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **14th day of February, 2023**, at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 14th day of February, 2023**, in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 20th day of February, 2023**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **except that work on Site 3 and Site 4 shall begin no earlier than June 5, 2023 and no later than July 5, 2023**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in March 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from 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

2023 PCC STREET PATCHING PROGRAM

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

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

The improvement includes approximately 2,150 SY of 9” thick PCC Class C-SUD full depth patches, 2,125 SY of 8” thick PCC Class C-SUD street pavement, and 1,350 SY of 7” thick PCC Class C-SUD street pavement. Other associated improvements include sidewalk and pedestrian ramp removal and replacement, minor adjustments to storm sewer structures, partial and full rebuilds of existing intakes, temporary traffic control, maintenance of postal service and solid waste collection, temporary surface restoration, permanent pavement markings, mobilization, and miscellaneous associated work necessary to complete the project.

A truss screed shall be utilized on all patches greater than or equal to three panels in length.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

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

**Site 1 – thirty -five (35) Working Days,
Site 2 – fifteen (15) Working Days,
Site 3 – thirty (30) Working Days, and
Site 4 – twenty (20) Working Days.**

More than one (1) Site can be under construction simultaneously, but not without prior approval by the Engineer. Working Days will be tracked separately for each Site.

Substantial completion for each Site shall be defined as all utility, grading, and pavement construction completed, with the new street and sidewalk pavement fully open to traffic. A six-day work week is not required. **However, working days will be charged on Saturdays and Sundays that the Contractor elects to work.** Should the Contractor fail to substantially complete the work at each Site within these timeframes, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work at each Site not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project no later than **September 15, 2023**. Full completion for the overall project shall be defined as all work including permanent pavement markings, temporary surface restoration, and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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 **17th day of January, 2023**.

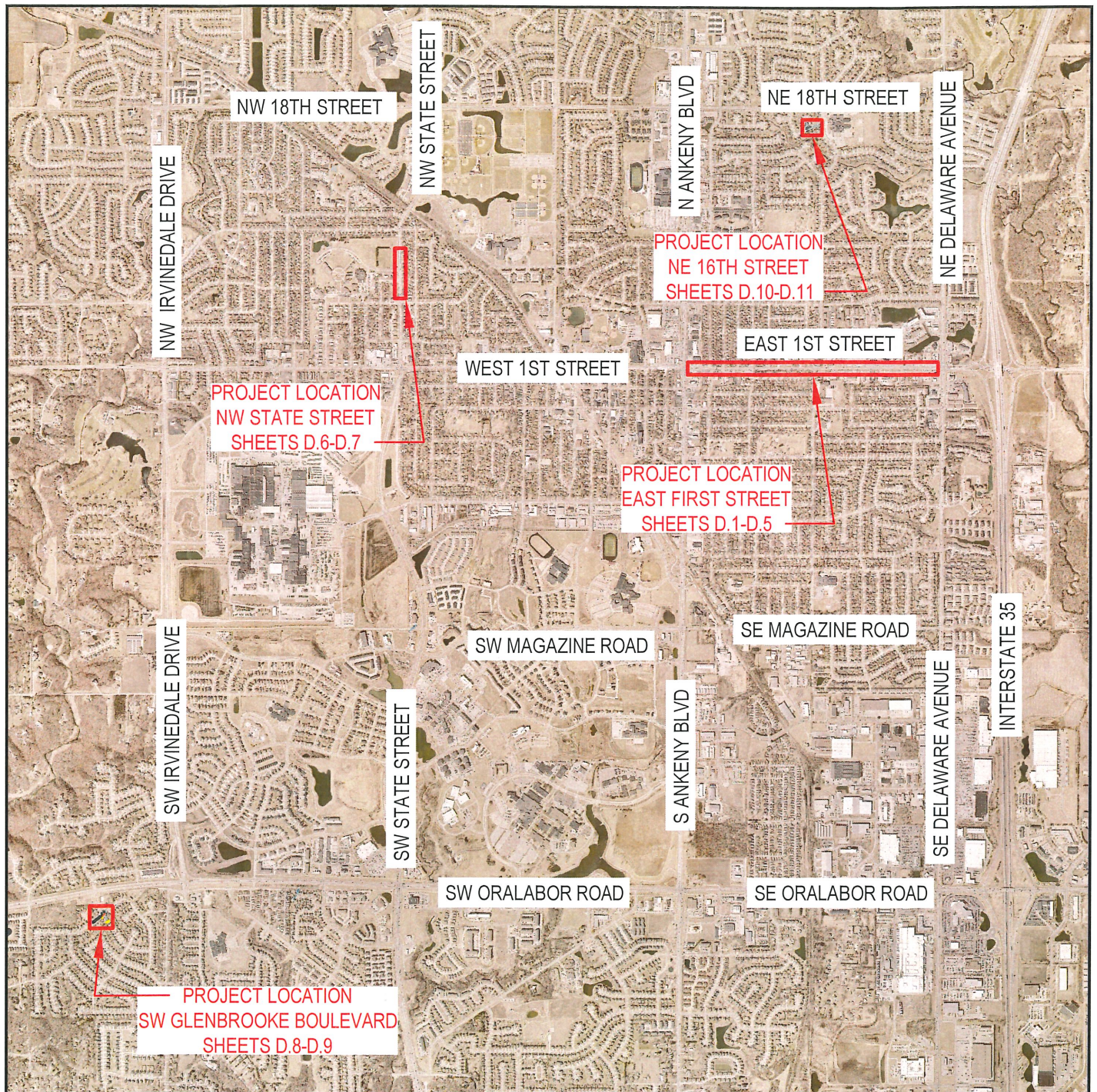
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **19th day of January, 2023**.

Published in the Des Moines Register the **3rd day of February, 2023**.



VICINITY MAP
1 INCH = 3000 FEET



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

2023 SW Des Moines Street Parks Phase 2

Professional Services Agreement with Nilles Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Nilles Associates, Inc. for the design, bidding phase and construction administration services needed for the 2023 SW Des Moines Street Parks Phase 2 Project.

The scope of the project includes the design and construction for the park's playground, shelter, restroom facility and landscaping improvements. Phase 1, completed in 2022, included grading, utility work and installation of the trail loop and parking lot.

The design for the project needs to be undertaken at this time so that the project schedule can be maintained. The Parks & Recreation Department proposes to use Nilles Associates, Inc. to complete the

necessary design and bidding phase services for the project because they have the technical experience needed for this project. The scope of the engineering services and corresponding fees for the services are shown in the attached Professional Services Agreement. The total fee for the engineering services is not to exceed \$26,000.00.

FISCAL IMPACT: No

This project is included in the 2022-2026 CIP with design and construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Nilles Associates, Inc. for design and bidding phase and construction services on the 2023 SW Des Moines Street Parks Phase 2 Project in an amount not to exceed \$26,000.00 and authorize the Mayor to execute said Agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for design, bidding phase and construction services on the SW Des Moines Street Parks Phase 2 Project in an amount not to exceed \$26,000.00 and authorize the Mayor to execute said Agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Professional Services Agreement
 Master Plan

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

THIS IS AN AGREEMENT effective as of January 17, 2023 ("Effective Date") between
CITY OF ANKENY, IOWA ("Owner") and
NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
DESIGN AND CONSTRUCT SW DES MOINES STREET PARKS PHASE 2 ("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. **[NOT USED]**
- B. **[NOT USED]**
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under 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 any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. **[NOT USED]**
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 [NOT USED]

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. **[NOT USED]**
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 **[NOT USED]**

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns 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.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment 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, and (2) 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 own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 - 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, **[NOT USED]**
- E. Exhibit E, **[NOT USED]**
- F. Exhibit F, **[NOT USED]**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, **[NOT USED]**
- J. Exhibit J, **[NOT USED]**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

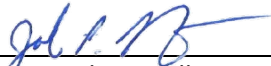
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **CITY OF ANKENY**

Engineer: **NILLES ASSOCIATES, INC.**

By: _____
Print name: Mark Holm
Title: Mayor
Date Signed: January 17, 2023

By:  _____
Print name: John P. Nilles
Title: President
Date Signed: Jan. 17, 2023

Address for Owner's receipt of notices:
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Designated Representative (Paragraph 8.03.A):
Nick Lenox
Title: Director of Parks & Recreation
Phone Number: 515-963-3576
E-Mail Address: nlenox@ankenyiowa.gov

Address for Engineer's receipt of notices:
1250 SW State Street, Suite A
Ankeny, IA 50023

Designated Representative (Paragraph 8.03.A):
Tara Bounds, PLA
Title: Landscape Architect
Phone Number: 515-350-8272
E-Mail Address: tara@nillesinc.com

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Concept Phase [NOT USED]

A1.02 Preliminary Design Phase

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings. Refer to Exhibit A-1 for Project Map.
2. **[NOT USED]**
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate requests via Iowa One Call and include field locates in topographic mapping.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. **[NOT USED]**
7. Prepare a revised opinion of probable Construction Cost.
8. **[NOT USED]**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Preliminary plans showing proposed playground, shelter, sidewalk paving, and landscaping.
 - b. One Preliminary Design Review Meeting.
10. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. [NOT USED]

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
4. **[NOT USED]**
5. **[NOT USED]**
6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
8. Perform or provide the following other Final Design Phase tasks or deliverables:
 - a. Final design plans to include the following:
 - 1) Final Dimension Plan.
 - 2) Final Grading Plan.
 - 3) Final Landscaping Plan.
 - b. Provide updated storm water pollution prevention plan (SWPPP), using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep documentation as required by law. Engineer is responsible for publishing and filing the NPDES Permit.
9. Furnish for review by Owner a copy of the Construction Contract Documents.
10. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. [NOT USED]

C. [NOT USED]

D. [NOT USED]

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. [NOT USED]
 6. [NOT USED]
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. [NOT USED]
 9. [NOT USED]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.
3. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Construction staking shall include:
 - a. Playground equipment footings; concrete mow strip; sidewalks; shelter pad and footings; and bathroom foundation.
4. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any

Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

5. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
6. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
7. **[NOT USED]**
8. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
9. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
11. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
12. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not

constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
14. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct,

or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
18. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Sidewalk Ramps. Provide as-constructed information on all pedestrian sidewalk ramps using Owner forms.
19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
20. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in

connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.
4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
7. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

PART 2 – PROJECT SCHEDULE

- | | |
|----------------------------|--------------------------|
| a. 1/13/2023 | Submit Preliminary Plans |
| b. 2/27/2023 | Submit Final Plans |
| c. No later than 3/20/2023 | Bid Date |

This is **EXHIBIT B**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Standard Hourly Rates are attached to this Exhibit C as Appendix 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$26,000 based on the following estimated distribution of compensation:

a. Concept Phase	[NOT USED]
b. Preliminary Design Phase	\$11,000
c. Final Design Phase	\$6,000
d. Bidding or Negotiating Phase	\$2,000
e. Construction Phase	\$7,000
f. Post-Construction Phase	[NOT USED]
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.

7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses.
- B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

ENGINEER VII	194.00/hr.
ENGINEER VI	178.00/hr.
ENGINEER V	162.00/hr.
ENGINEER IV	146.00/hr.
ENGINEER III	130.00/hr.
ENGINEER II	106.00/hr.
ENGINEER I	88.00/hr.
LANDSCAPE ARCHITECT VI	170.00/hr.
LANDSCAPE ARCHITECT V	154.00/hr.
LANDSCAPE ARCHITECT IV	138.00/hr.
LANDSCAPE ARCHITECT III	122.00/hr.
LANDSCAPE ARCHITECT II	106.00/hr.
LANDSCAPE ARCHITECT I	88.00/hr.
LAND SURVEYOR V	170.00/hr.
LAND SURVEYOR IV	154.00/hr.
LAND SURVEYOR III	138.00/hr.
LAND SURVEYOR II	122.00/hr.
LAND SURVEYOR I	106.00/hr.
PROJECT MANAGER	137.00/hr.
ENGINEERING TECHNICIAN VIII	148.00/hr.
ENGINEERING TECHNICIAN VII	136.00/hr.
ENGINEERING TECHNICIAN VI	124.00/hr.
ENGINEERING TECHNICIAN V	112.00/hr.
ENGINEERING TECHNICIAN IV	100.00/hr.
ENGINEERING TECHNICIAN III	88.00/hr.
ENGINEERING TECHNICIAN II	76.00/hr.
ENGINEERING TECHNICIAN I	64.00/hr.
LAND SURVEYING TECHNICIAN VIII	148.00/hr.
LAND SURVEYING TECHNICIAN VII	136.00/hr.
LAND SURVEYING TECHNICIAN VI	124.00/hr.
LAND SURVEYING TECHNICIAN V	112.00/hr.
LAND SURVEYING TECHNICIAN IV	100.00/hr.
LAND SURVEYING TECHNICIAN III	88.00/hr.
LAND SURVEYING TECHNICIAN II	76.00/hr.
LAND SURVEYING TECHNICIAN I	64.00/hr.
ADMINISTRATIVE	65.00/hr.
OUTSIDE SERVICES	As Invoiced

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

Exhibit G

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit G - A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Preservation of Governmental Immunities Endorsement

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

This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

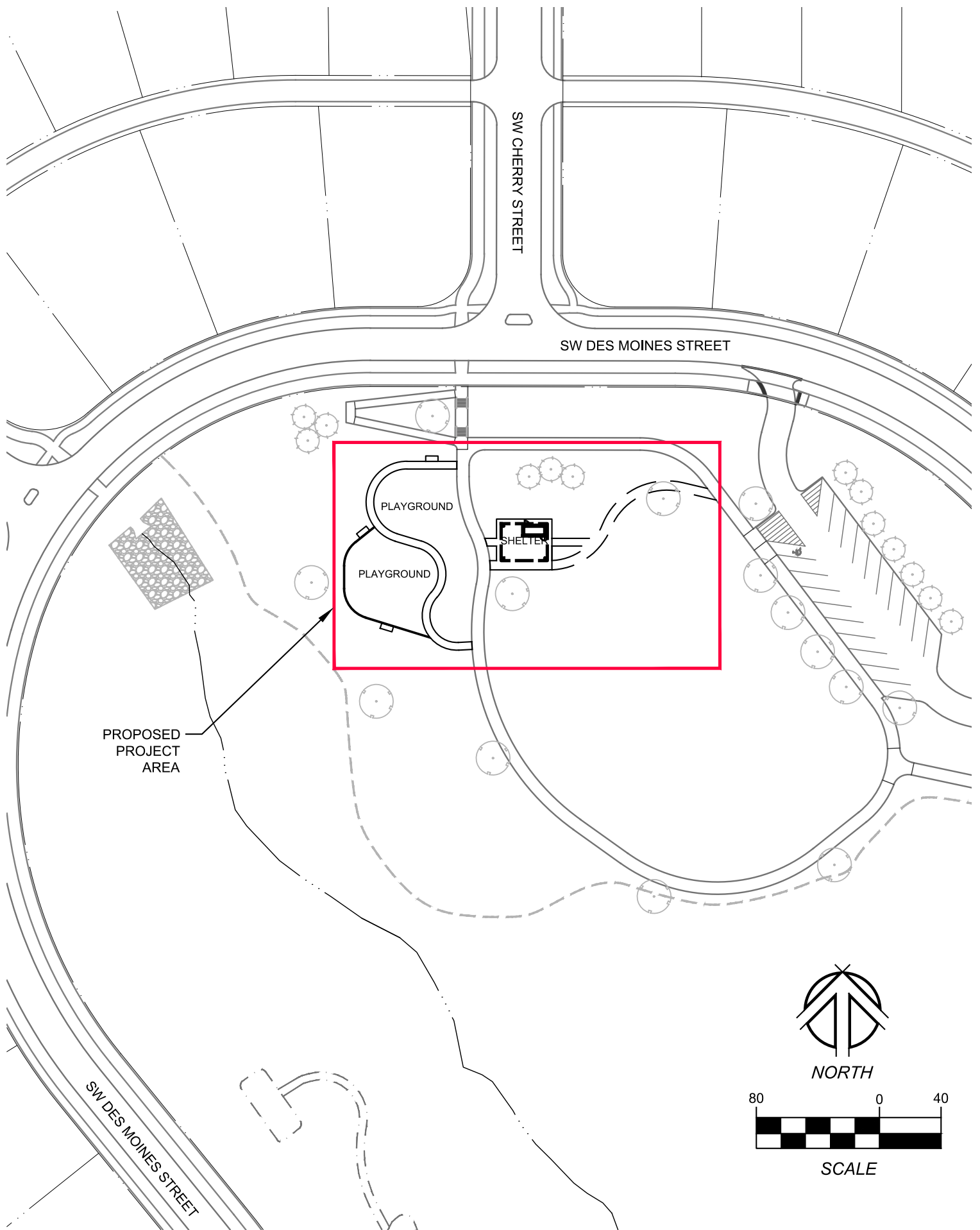
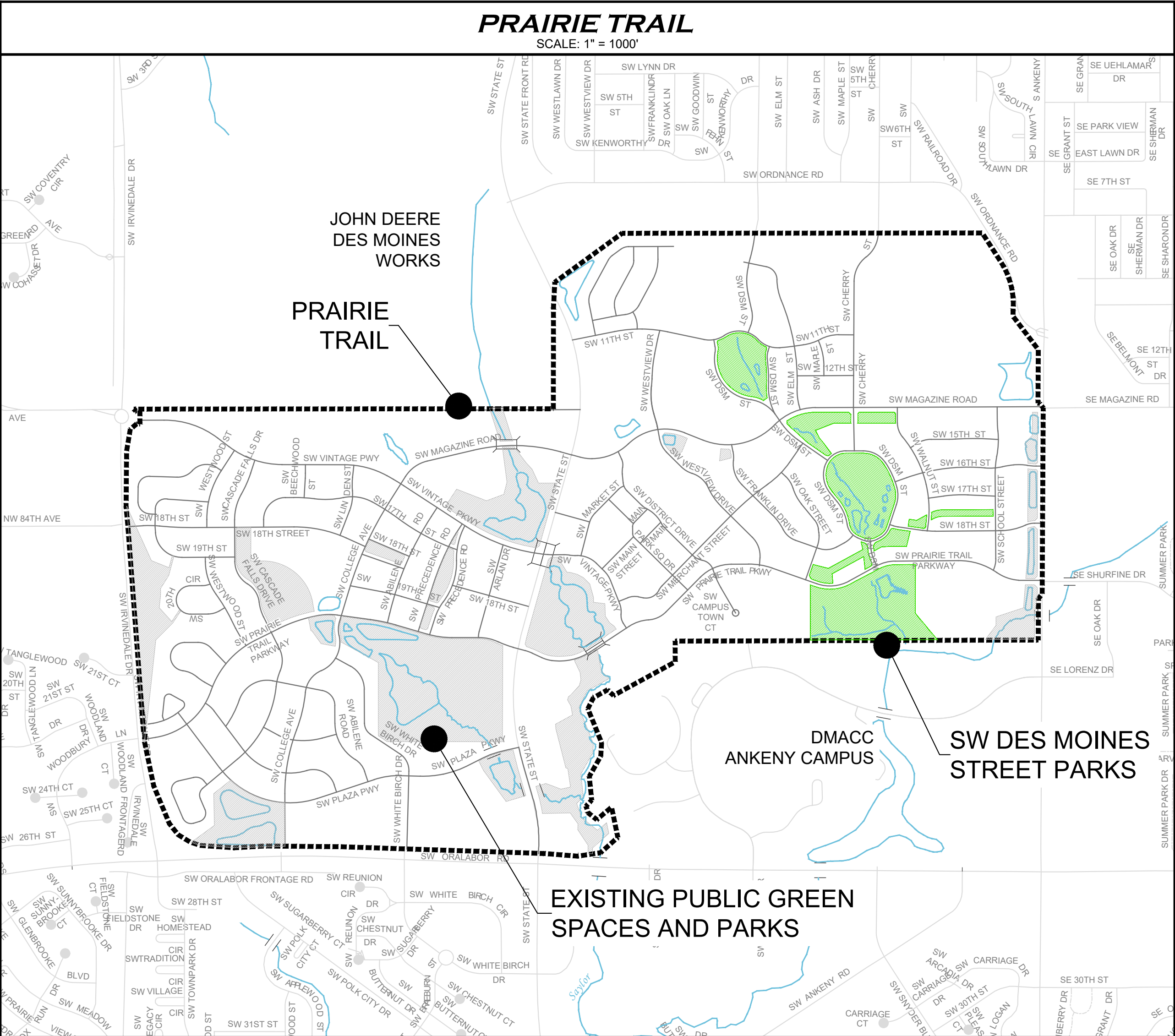
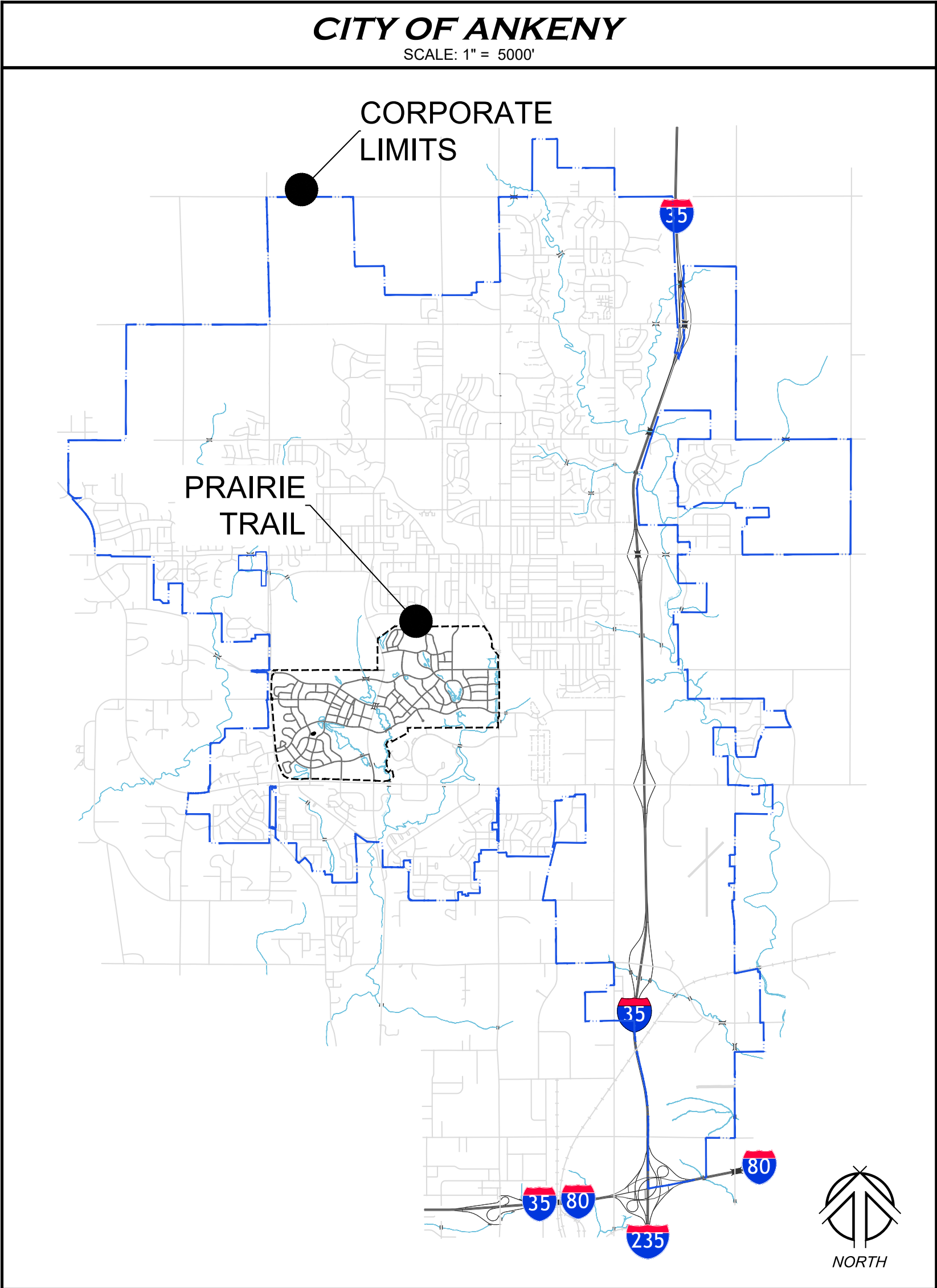


EXHIBIT A-1 - SW DES MOINES STREET PARKS PHASE 2

SW DES MOINES STREET PARKS MASTER PLAN



SHEET LIST TABLE		
SHEET NO.	SHEET TITLE	DESCRIPTION
1	MP-1	COVER SHEET
2	MP-2	EXISTING CONDITIONS (WEST)
3	MP-3	EXISTING CONDITIONS (EAST)
4	MP-4	SITE INVENTORY
5	MP-5	SUITABILITY
6	MP-6	PROPOSED PARKS PLAN
7	MP-7	MIDDLE PARK
8	MP-8	MIDDLE PARK PLAYGROUND DETAIL
9	MP-9	NORTH PARK
11	MP-10	GREEN FRONTAGE
11	MP-11	TRAIL PARK
12	MP-12	SOUTH PARK
13	MP-13	PHASING PLAN

- MASTER PLAN INTENT:
- Vision to guide long-term park development and improvements including: maintained natural areas, active park spaces, and paved shared use paths within the SW Des Moines Street area of Prairie Trail.
 - Guide stewardship of water quality and detention basins integrated into maintained natural areas.
 - Help ensure long-term financial and ecological stability.

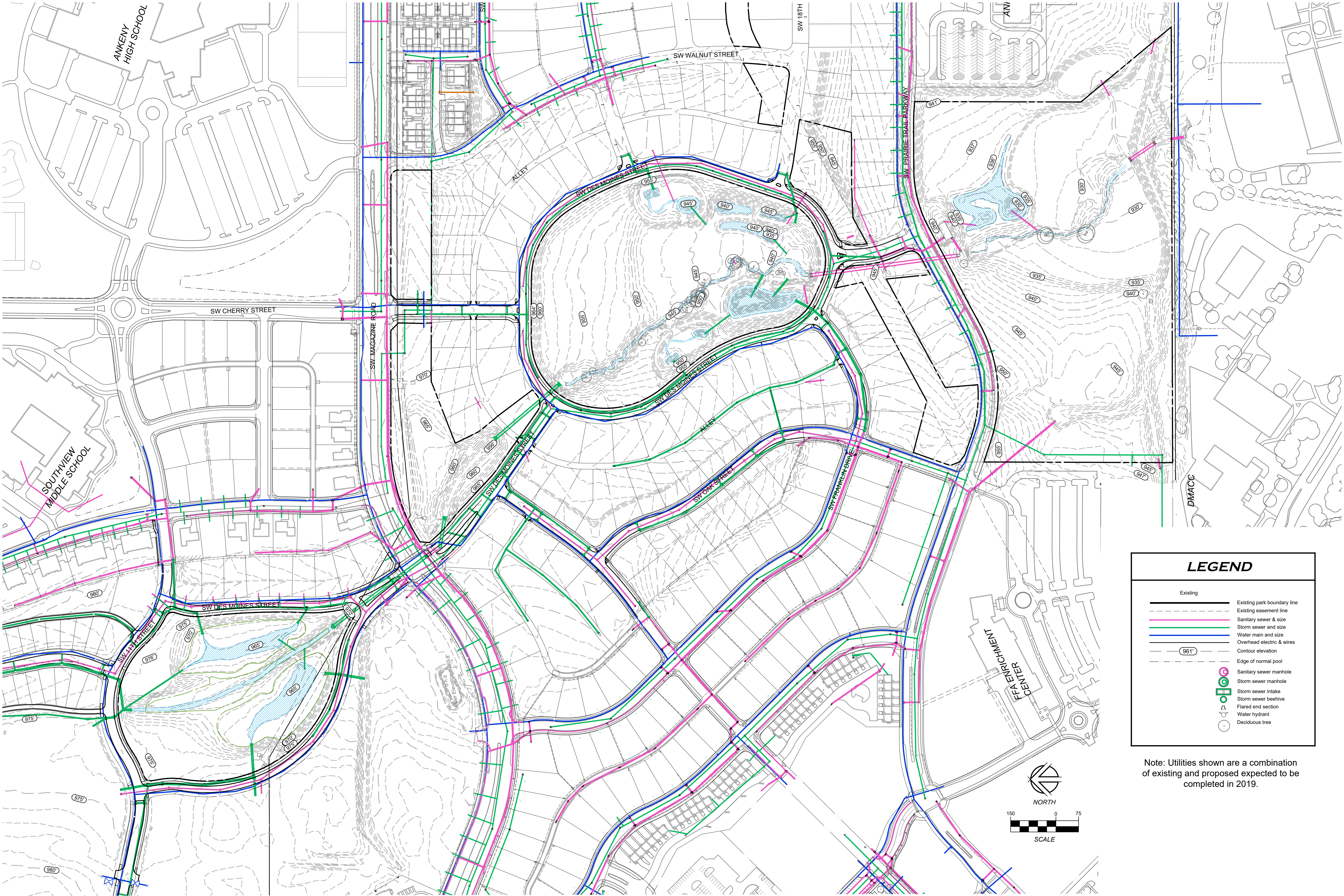
prepared for:


bringing it all together

August 16, 2019

SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

EXISTING CONDITIONS (WEST)



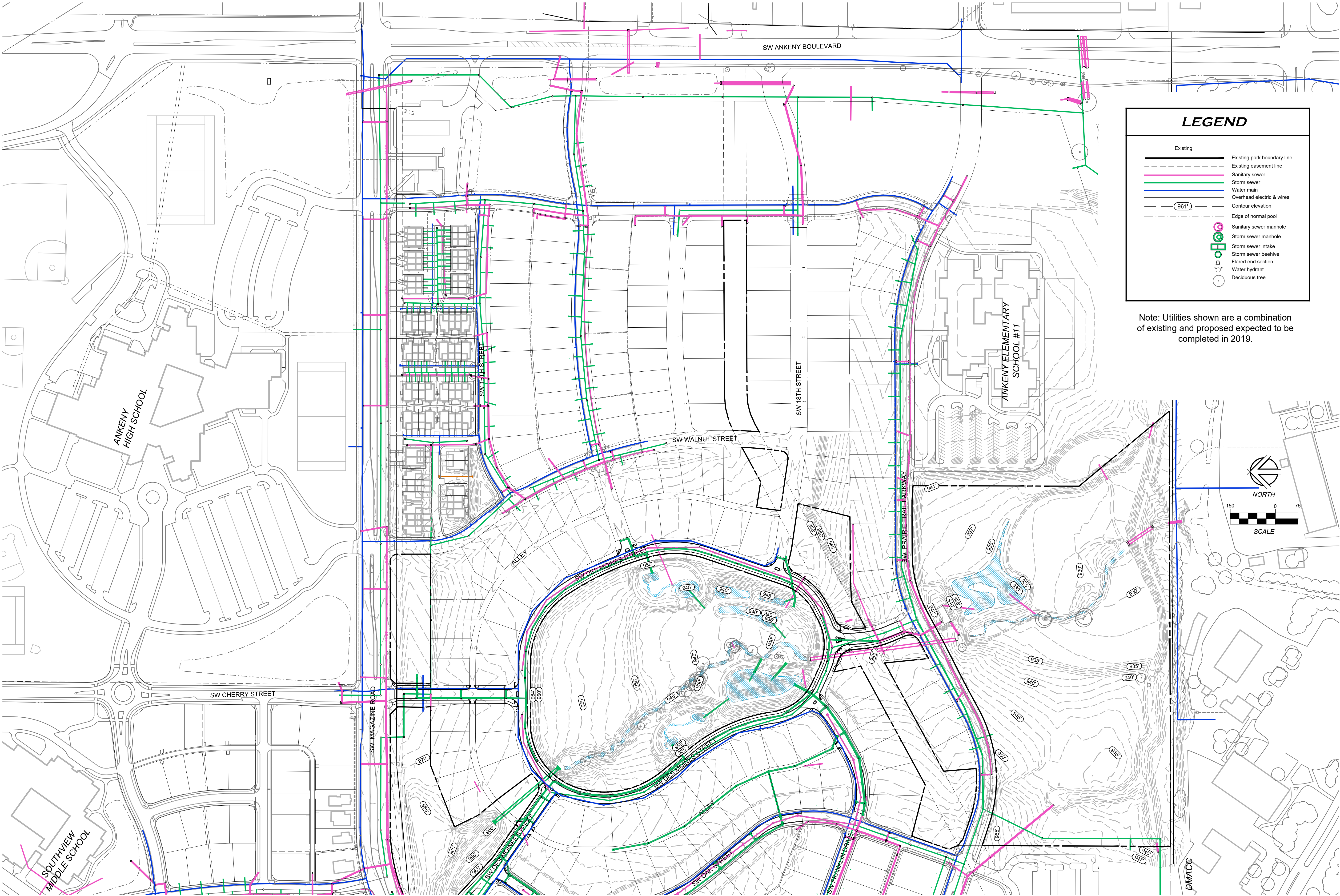
SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA



NAI NO#19010

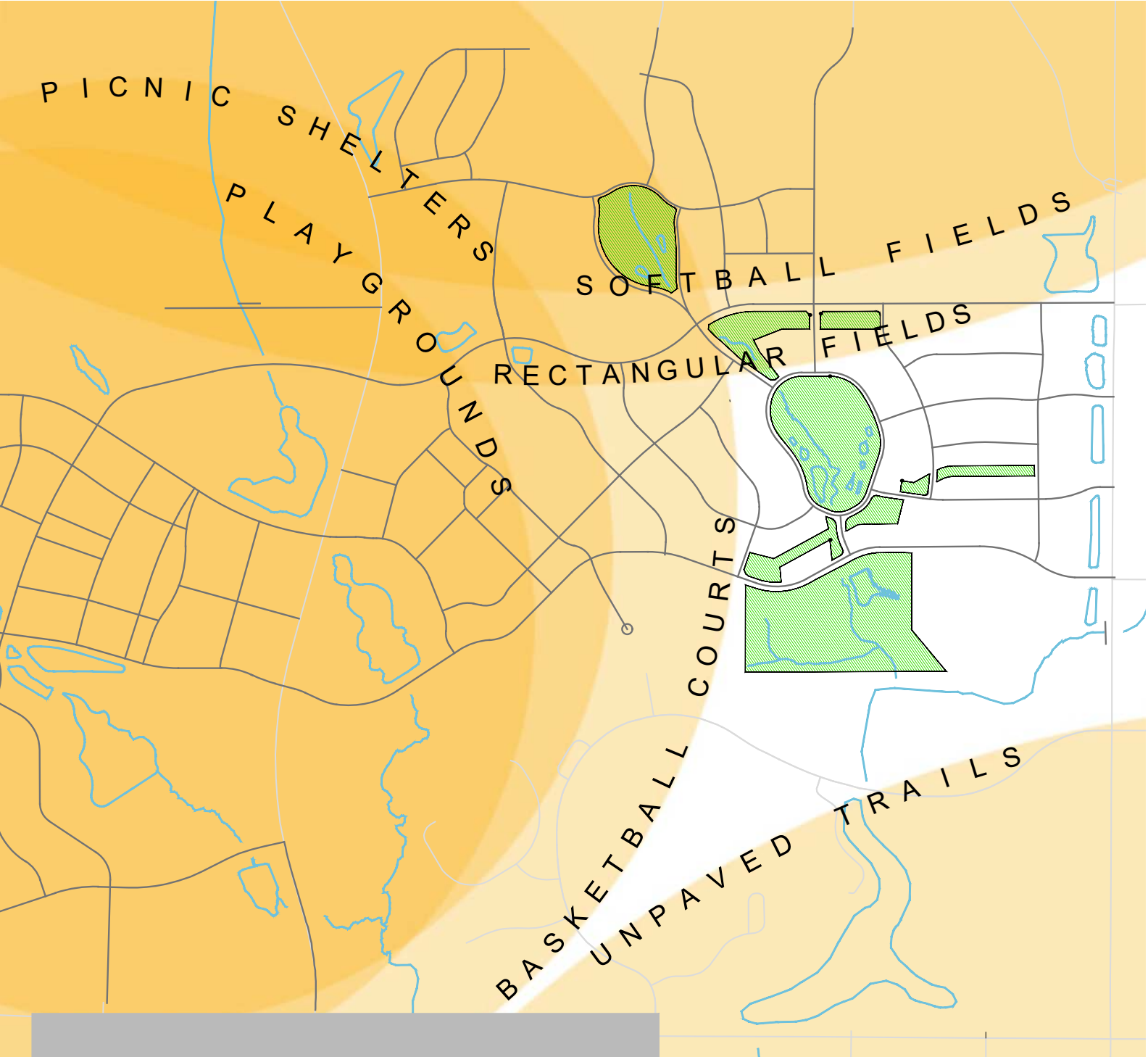
DRAWN BY:	TMB	SHEET TITLE:	MP-2
CHECKED BY:	RJS	SHEET NO.:	2 / 13

EXISTING CONDITIONS (EAST)



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

AREA PARK AMENITIES DIAGRAM



SUMMARY:
Each circle represents the population equitably served by the park amenity as labelled. Equity is based on population density and size/number of each amenity in a particular location. The areas in white indicate a "gap" in service.

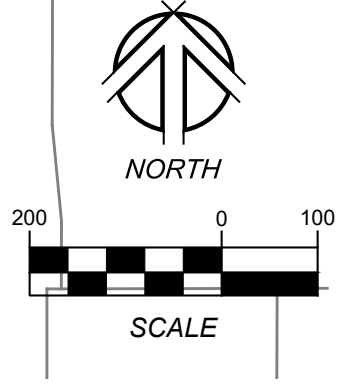
Source: 2019 Ankeny Parks & Facilities Comprehensive Plan

LEGEND	
	Greater than 5% slope
	100-year, designed flood zone
	Park boundary
	Existing 8' wide, paved shared use path
	Overhead electric & wires
	Northern Natural Gas easement

SITE INVENTORY



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA



LEGEND

Greater than 5% slope

100-year, designed flood zone

Suitable for
Active Park Space / Improvements

Park boundary

Existing 8'+ wide,
paved shared use path

Proposed 8' wide, paved
shared use path



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

PROPOSED PARKS PLAN

PARK SUBAREAS (ACRES)			
	MAINTAINED ACTIVE SPACE	MAINTAINED NATURAL AREAS	TOTAL LOT SIZE
NORTH PARK	2.1	5.6	7.7
MIDDLE PARK	4.1	8.5	12.6
GREEN FRONTAGE	1.9	3	4.9
TRAIL PARK	2.7	2.4	5.1
SOUTH PARK	8.5	12.1	20.6
PARKS OVERALL:	20.8	30.1	50.9

- DESIRED PARK ELEMENTS
- 1. Picnic Shelter
 - 2. Playground
 - 3. Softball / Practice Fields
 - 4. Rectangular Fields
 - 5. Basketball Courts
 - 6. Unpaved Trails
 - 7. Convenient Bicycle Entrances to Parks
 - 8. Passive Open Space Lawn
 - 9. Utilize Easements as Amenities
 - 10. Off-street Parking

LEGEND

Maintained Active Space

Maintained Natural Areas

Park boundary



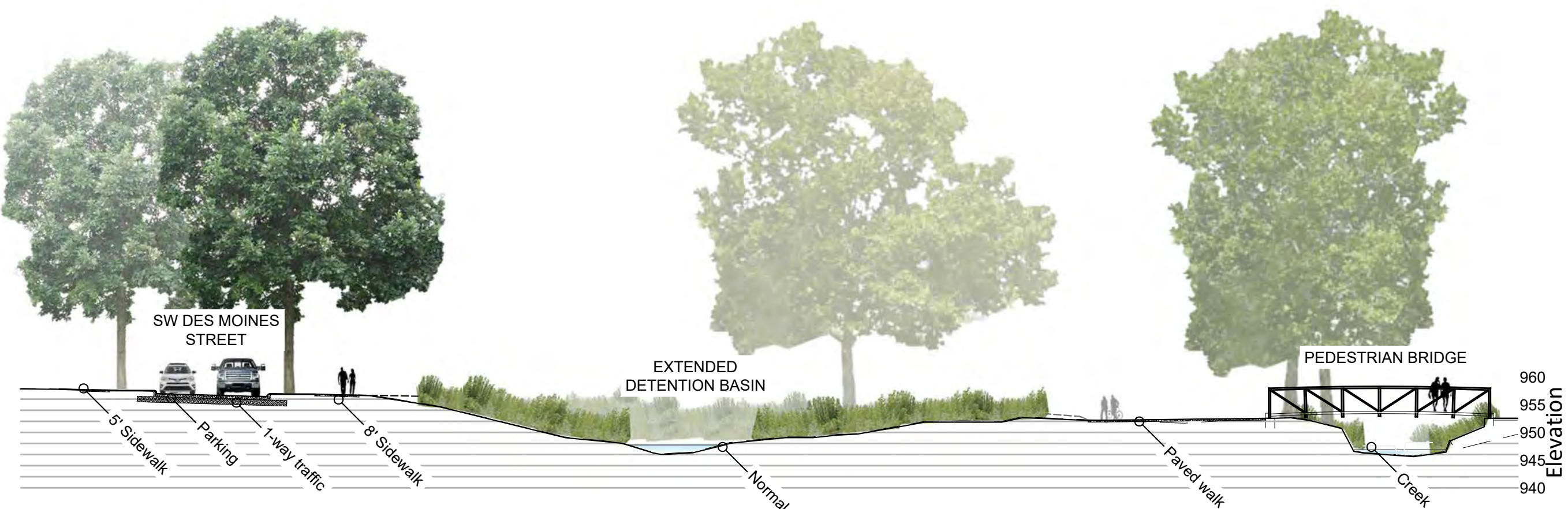
SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

MIDDLE PARK



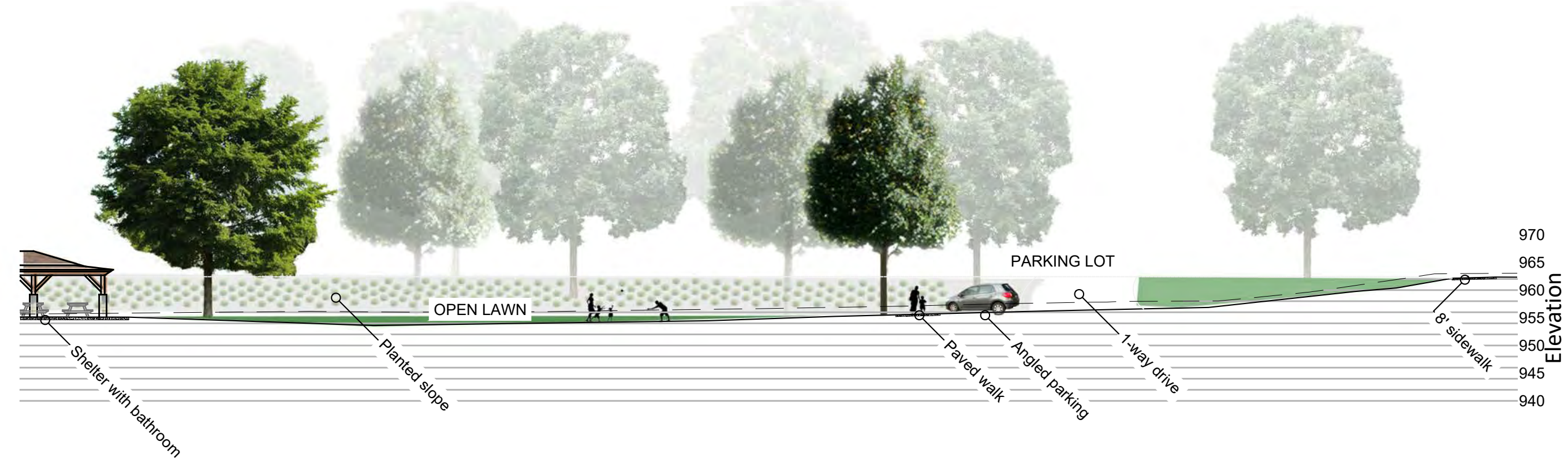
S-1 PLAYGROUND AND SHELTER SECTION-ELEVATION

SCALE: 1" = 20'-0"



S-2 BASIN AND CREEK CROSSING SECTION-ELEVATION

SCALE: 1" = 20'-0"



S-3 OPEN LAWN AND PARKING SECTION-ELEVATION

SCALE: 1" = 20'-0"



What is the Maintained Natural Area?

The natural area in this park functions as a sponge during storm events. A series of shallow water quality treatment areas work together to slow the first 1.25" of water discharged from street storm sewers. They improve water quality downstream while providing habitat for birds, pollinators, and other beneficial prairie life. In larger storm events water spreads throughout the interior prairie basin. This area provides the volume to fill up temporarily and reduce downstream flooding. The water drains down toward the creek or is transpired into the air by prairie plants.

SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

INSPIRATION IMAGES

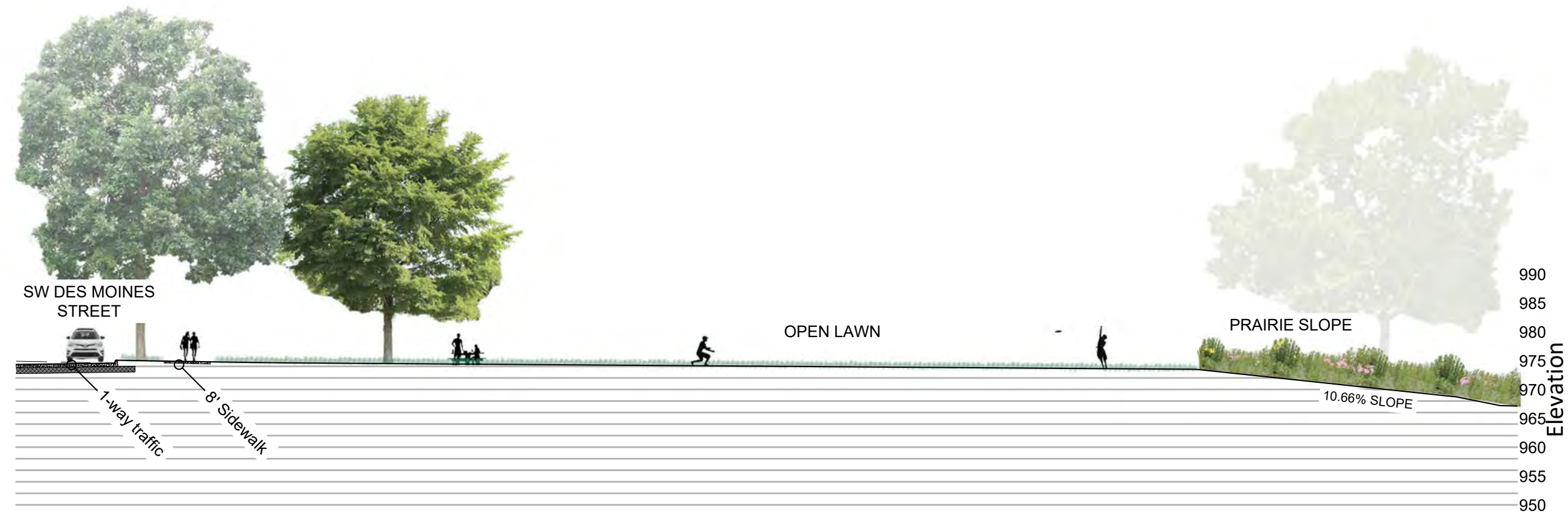


MIDDLE PARK PLAYGROUND DETAIL

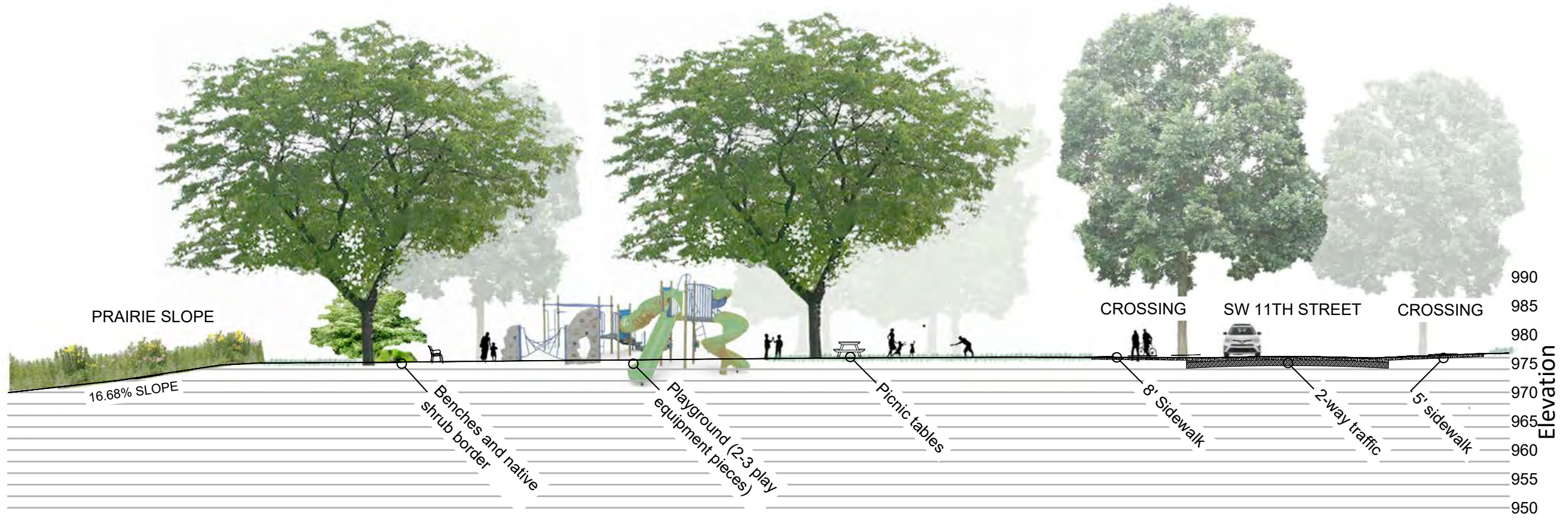


SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

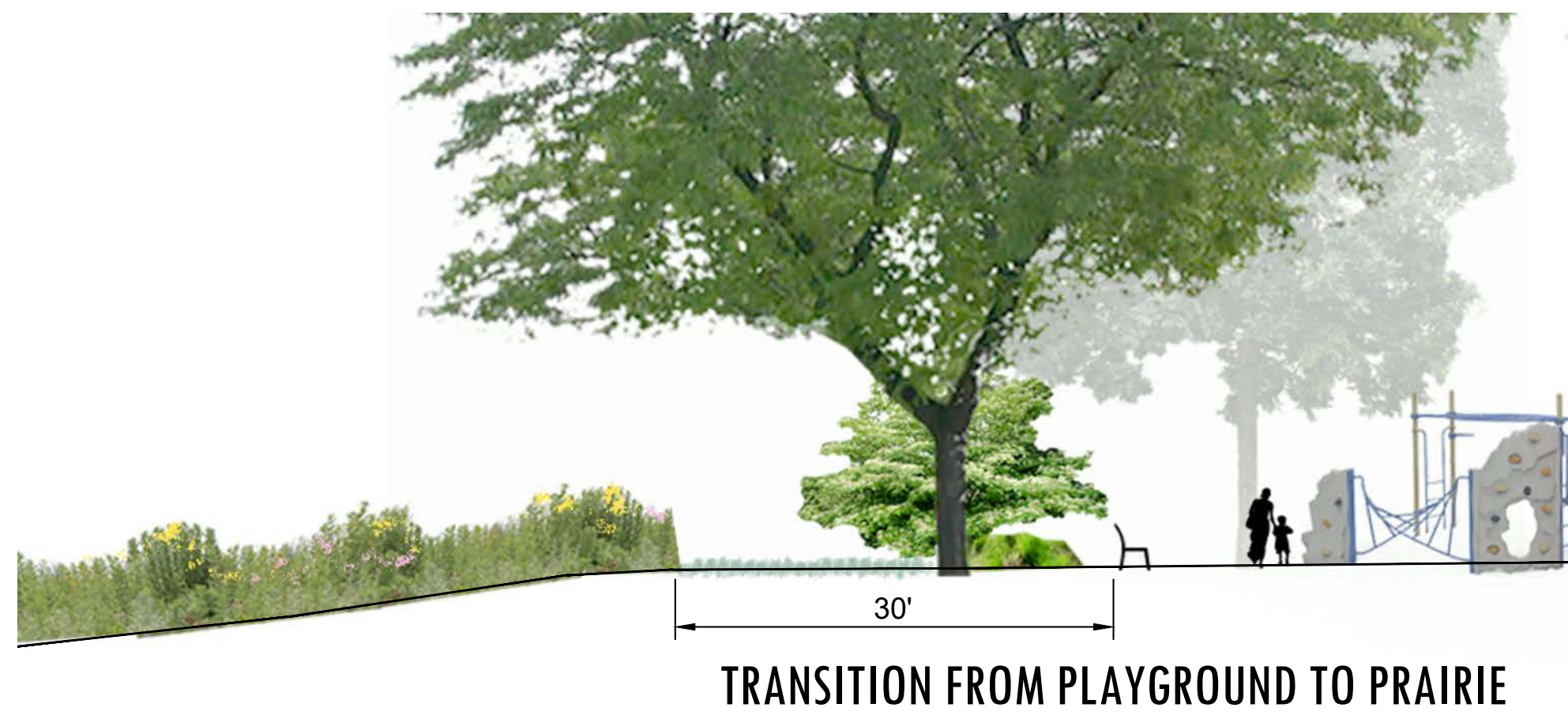
NORTH PARK



S-1 OPEN LAWN SECTION-ELEVATION
SCALE: 1" = 20'-0"

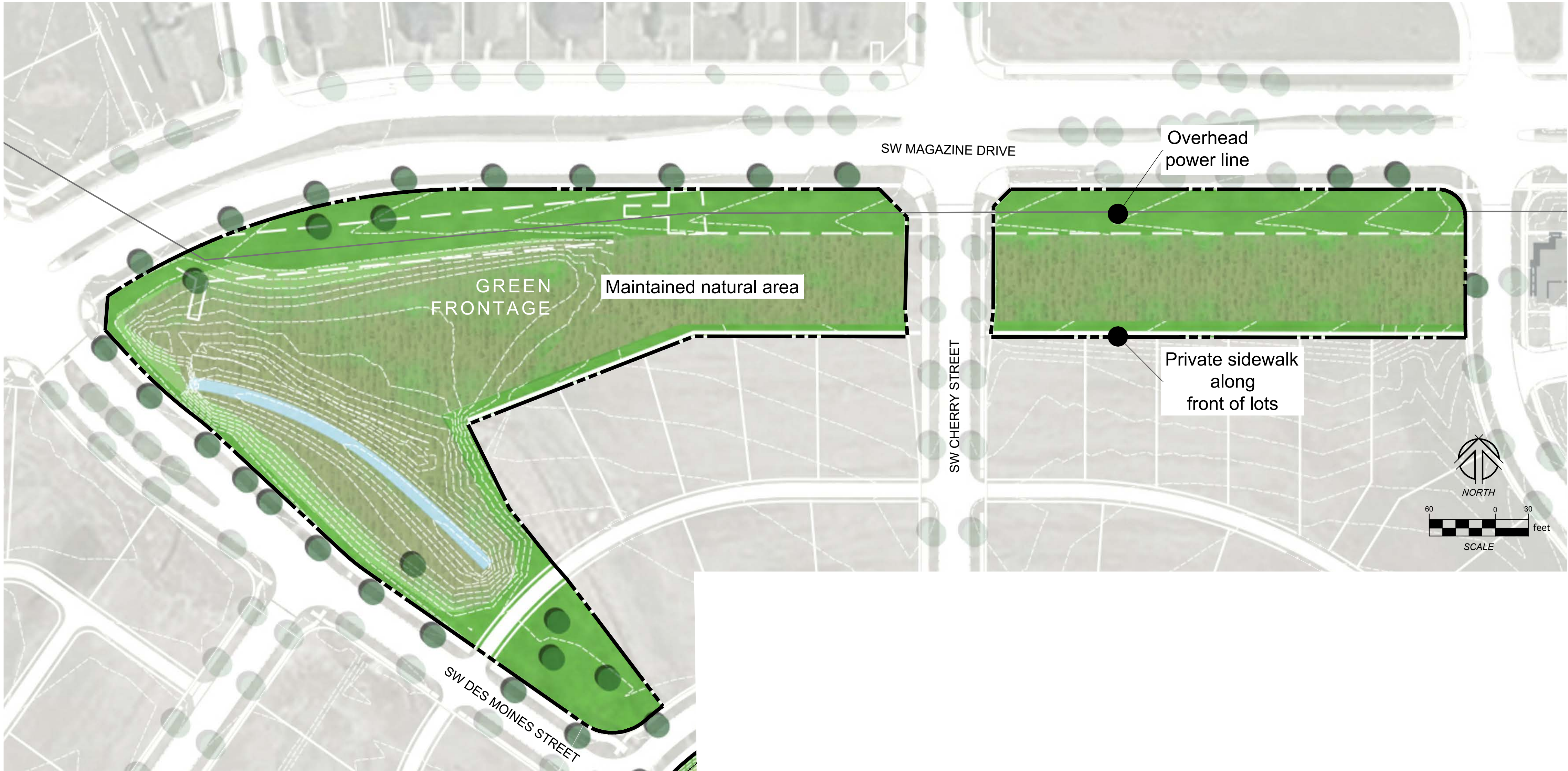


S-2 PLAYGROUND SECTION-ELEVATION
SCALE: 1" = 20'-0"



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

GREEN FRONTAGE



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA

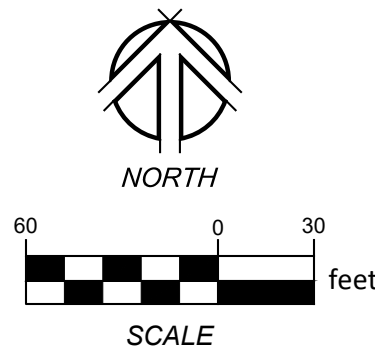
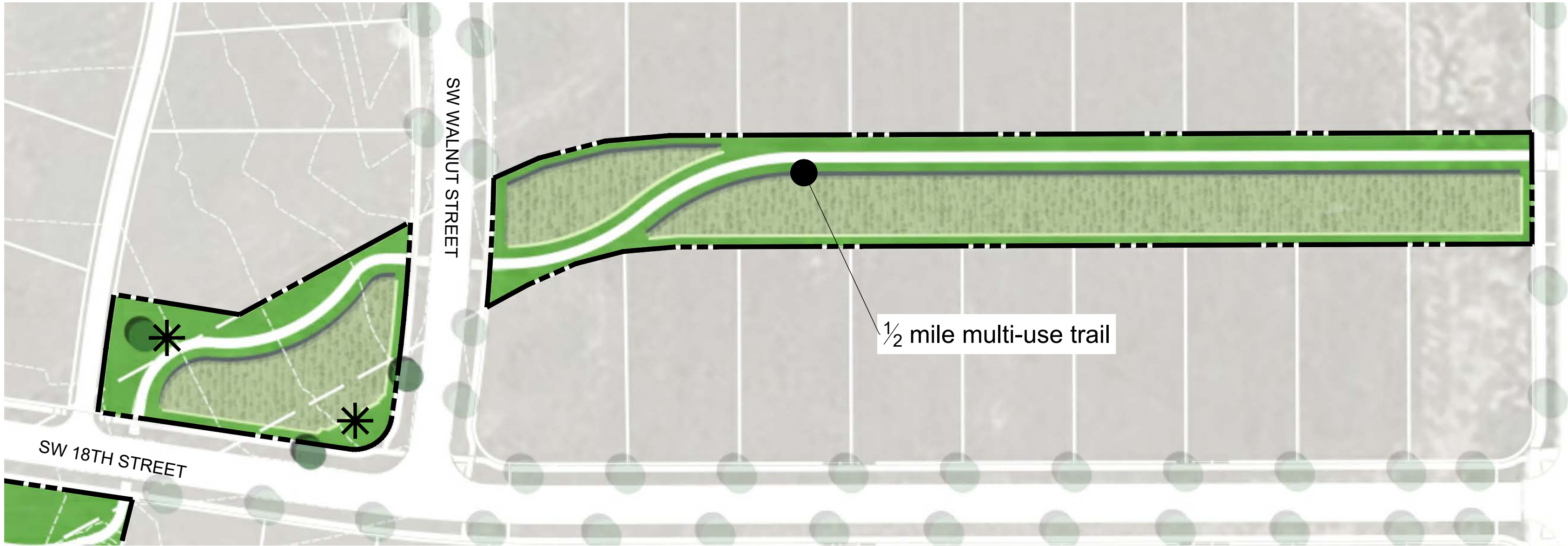


NAI NO# 19010

DRAWN BY:	TMB
CHECKED BY:	RJS

SHEET TITLE:	MP-10
SHEET NO.:	10/13

TRAIL PARK



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA



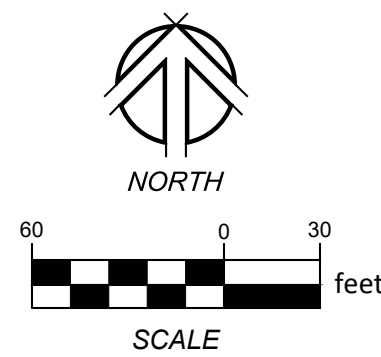
NAI NO# 19010

DRAWN BY:	TMB	SHEET TITLE:	MP-11
CHECKED BY:	RJS	SHEET NO.:	11/13

SOUTH PARK



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA



PHASING PLAN

Phase 3

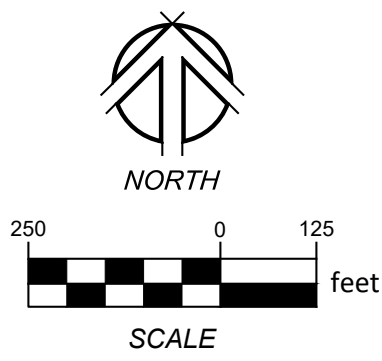
- South Park: Ball fields, paved circulation, parking lot, basketball court(s), landscaping, fencing.
- Trail Park: Natural area plantings (with 2 years establishment maintenance), benches, tree planting.

Phase 2

- Middle Park: Ramp, stairs, playground, bridge.
- North Park: Natural area plantings (with 2 years establishment maintenance), street trees, playground area.
- South Park: Street Trees.

Phase 1

- Middle Park: Natural area plantings (with 2 years establishment maintenance), shelter, paved circulation, parking lot, street trees.
- Green Frontage: Natural area planting & establishment, street trees.



SW DES MOINES STREET PARKS MASTER PLAN: PRAIRIE TRAIL, ANKENY, IOWA



NAI NO#19010

DRAWN BY:	TMB	SHEET TITLE:	MP-13
CHECKED BY:	RJS	SHEET NO.:	13/13



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

January 17, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Council Action Planning Session - Department Budget Presentations - 1/20/23 @ 8:30 a.m.***
- ***Public Hearing - SW State Street Fiber Optic Relocation - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Pavement Preservation Program - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Reconstruction Program - SE 8th Street - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - North Four Mile Creek Trunk Sewer - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - S Ankeny Blvd Transmission Main - 2/6/23 @ 5:30 p.m.***
- ***Public Hearing - SRF Loan Application - NW Water Tower - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Street Patching Program - 2/20/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 PCC Reconstruction Program - SE Creekview Drive - 2/20/23 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available